

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER MCGUIRE; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER KRELLER**

**ORDINANCE NO. 24-02**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE PARCELS A, B, C, & D OF SQUARE 57 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM B-1 NEIGHBORHOOD BUSINESS DISTRICT TO O – OPEN SPACE/RECREATION DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the property to be rezoned is described as Parcels A, B, C, & D of Square 57, City of Mandeville, St. Tammany Parish, State of Louisiana, containing approximately 3.965 acres as per the appraisal prepared by Scoggin Appraisal & Consulting and dated February 9, 2022; and

**WHEREAS**, the City of Mandeville acquired the property on June 6, 2022, and;

**WHEREAS**, the City of Mandeville has requested to rezone the Property from its current zoning of B-1, Neighborhood Business District to O – Open Space/Recreation District; and

**WHEREAS**, the property is located east of Foy Street, north of Montgomery Street, west of Jackson Avenue, and south of Florida Street; and

**WHEREAS**, the City of Mandeville is desirous of utilizing the property for drainage and absorption purposes, creating recreational and green space and/or reserving the space for expansion of the cemetery; and

**WHEREAS**, the rezoning of Parcels A, B, C, & D of Square 57 to O - Open Space/Recreational District would allow the City of Mandeville to utilize the property for drainage and absorption purposes, create recreational and green space and/or reserve the space for expansion of the cemetery; and

**BE IT ORDAINED** by the City Council of the City of Mandeville that Parcels A, B, C, & D of Square 57 as described below shall hereafter be zoned as O – Open Space/Recreation District:

*Parcels A, B, C:*

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in and being a part of SQUARE NO. 57 of the Town of Mandeville, St. Tammany Parish, Louisiana,

and more fully described in accordance with map and plan of survey of J.L. Fontcuberta, Surveyor, dated June 13, 1973, as follows, to-wit:

Being the North Half (½) of said Square No. 57, more fully described according to the above referred to map and plan of survey as follows:

From the corner formed by the intersection of the South line of Florida Street (U.S. Highway 190) and the West line of Clausel Street, which is the Northeast corner of said Square, as the point of beginning, go South along the West line of Clausel Street a distance of 237.3 feet to an iron corner; thence go in a Westerly direction, in the direction of Foy Street, parallel to Florida Street, a distance of 533.01 feet to an iron corner on the East line of Foy Street, thence go in the Northerly direction along the East line of Foy Street, a distance of 237.3 feet to an iron corner at the intersection of the East line of Foy Street and the South line of Florida Street; (U.S. Highway 190); thence go in an Easterly direction, in the direction of Clausel Street, along the South line of Florida Street, (U.S. Highway 1900, a distance of 533.01 feet to the point of beginning heretofore set, and said portion of ground is designated as PARCELS A, B and C on a print survey made by J.L. Fontcuberta, a Surveyor, dated June 19, 1973, revised January 3, 1985

*Parcel D:*

A certain portion of ground in the City of Mandeville, Parish of St. Tammany, Louisiana, situated in Square No. 57 on the plan of mid city, that forms the corner of Clausel and Montgomery Streets, fronting 177.63 feet on Montgomery Street, the same in width across the rear, by a depth and front along Clausel Street of 253.12 feet, all between equal and parallel lines.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

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

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman



# MANDEVILLE

A Historic Lakefront Community

## Planning and Zoning Commission

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CLAIRE DURIO, CHAIRWOMAN  
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN  
ZONING COMMISSION

CARA BARTHOLOMEW, AICP  
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

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MEMBERS:  
SCOTT QUILLIN  
SIMMIE FAIRLEY  
NIXON ADAMS  
KAREN GAUTREUX  
MIKE PIERCE

### CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE PARCELS A, B, C & D OF SQUARE 57, CITY OF MANDEVILLE

The City Council introduced Ordinance 24-02 on February 8, 2024, to rezone parcels A, B, C, & D of Square 57 containing 3.96 acres per the appraisal by Scoggin Appraisal & Consulting, dated February 9, 2022. The property is currently zoned B-1– Neighborhood Business District and undeveloped. The property was purchased by the City in June 2022. Ordinance 22-10 Council authorized the Mayor to purchase the property.

The Zoning Commission held a work session on Tuesday, March 12, 2024, and a voting meeting on Tuesday, March 26, 2024, for case Z24-03-05. The Commission discussed the importance of rezoning the property to reflect its intended use and the continued conservation of the urban forest. The 2024 adopted Park and Recreation Master Plan identified this site as a flood prone parcel adjacent to Bayou Castine, Historic Mandeville Cemetery, and the Jackson Avenue Bike Path.

As part of the procedure for Zoning Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor of the rezoning.

**Attachments:**  
P&Z Staff Report

**CASE SUMMARY SHEET**

**CASE NUMBER: Z24-03-05**

**DATE RECEIVED:**

**DATE OF MEETING: March 12, 2024 and March 26, 2024**

**Address: Square 57 Parcels A, B, C, & D**

**Subdivision: Old Town of Mandeville, Square 57 Parcels A, B, C, & D**

**Zoning District: B-1 Neighborhood Business District**

**Property Owner: City of Mandeville**

**REQUEST: Z24-03-05 – A petition from the City Council of the City of Mandeville to amend the official zoning map of the City of Mandeville to rezone four parcels designated B-1 Neighborhood Business District to O Open Space/Recreation District, Old Town of Mandeville, Square 57 Parcels A, B, C, & D**

**CASE SUMMARY:**

The City of Mandeville purchased the property described as Parcels A, B, C, & D of Square 57 in June 2022. The property is located south of Florida St., west of Jackson Ave., east of Foy St., north of Montgomery St., and contains approximately 3.965 acres as per the appraisal prepared by Scoggin Appraisal & Consulting and dated February 9, 2022. The property is currently unimproved.

The City of Mandeville was authorized to purchase the property by Ordinance 22-10, and desires to rezone the property from its current zoning of B-1 Neighborhood Business District to O Open Space/Recreation District.

This property is across the street from the current site of the Mandeville Cemetery.

Rezoning the property to reflect the intended use will also give the City additional points toward FEMAs Community Rating System.

**CLURO SECTIONS:**

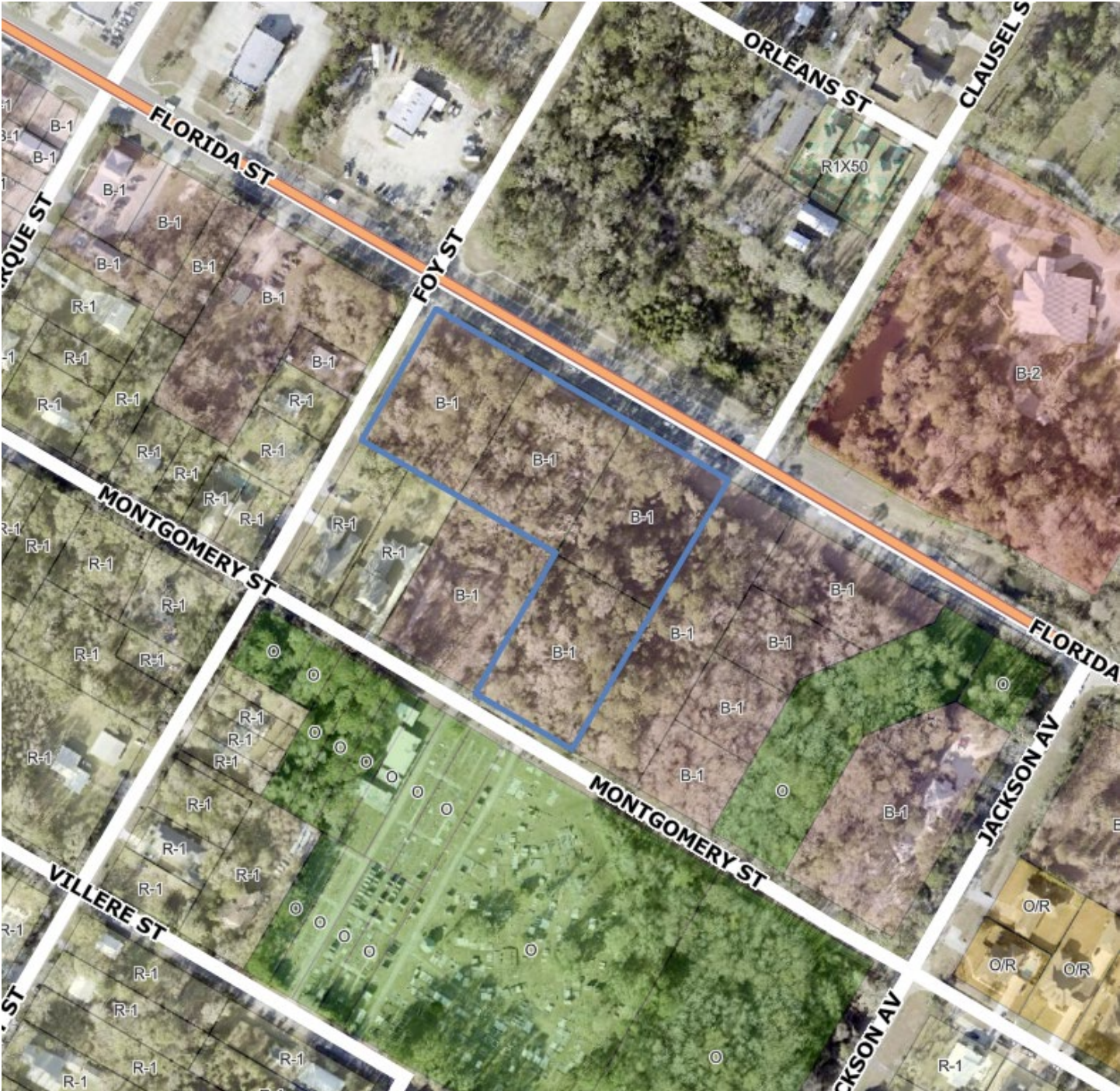
**6.3.21. Public Recreation and Park Services**

Publicly owned and operated parks, playgrounds, recreation facilities and open space.

**7.5.7.1. Purpose of the Open Space/Recreational District**

The purpose of the open space/recreational district is to provide for open space, parks and recreational areas; for uses that are accessory thereto, as well as certain facilities that are generally associated with recreational uses; and for such other uses as are specifically permitted in this district under the provisions of these regulations.





**THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER KRELLER; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER MCGUIRE**

**ORDINANCE NO. 24-03**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE PLOT 12X SITUATED IN SECTION 46 PART OF TRACT C OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM PD PLANNED DISTRICT TO O – OPEN SPACE/RECREATION DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the property to be rezoned is described as a remainder of Plot 12-X Section 46, City of Mandeville, St. Tammany Parish, State of Louisiana, containing approximately eight acres per the survey prepared by Kelly McHugh & Associates dated June, 19, 2023 and stamped on September 20, 2023; and

**WHEREAS**, the City of Mandeville acquired the property on August 2, 2023, and;

**WHEREAS**, the City of Mandeville has requested to rezone the Property from its current zoning of PD, Planned District to O – Open Space/Recreation District; and

**WHEREAS**, the property is located to the west of North Causeway Blvd along the service road; and

**WHEREAS**, the City of Mandeville is desirous of utilizing the property for drainage and absorption purposes and creating recreational and green space; and

**WHEREAS**, the rezoning of Plot 12X would allow the City of Mandeville to utilize the property for drainage and absorption purposes and create additional recreational and green space; and

**BE IT ORDAINED** by the City Council of the City of Mandeville that Plot 12X, Part of Tract C as described below shall hereafter be zoned as O – Open Space/Recreation District:

***PORTION OF LOT 1:***

A Certain parcel of ground situated in Section 46, T-8-S, R- 11-E, G.L.D. St. Tammany Parish, Louisiana and more fully described as follows,

Commence at the corner common to lots 202, 204. 205, Golden Shores, sect. A as the Point of Beginning

From the Point of Beginning measure

North 68 degrees 35 minutes 20 seconds East a distance of 204.51 feet to a point; Thence

South 38 degrees 13 minutes 54 seconds East a distance of 124.14 feet to a point; Thence

South 21 degrees 2 1 minutes 35 seconds East a distance of 704.41 feet to a point;

Thence



South 68 degrees 38 minutes 07 seconds West a distance of 240.00 feet to a point;  
Thence  
South 21 degrees 35 minutes 31 seconds East a distance of 497 .88 feet to a point;  
Thence  
South 77 degrees 01 minutes 28 seconds West a distance of 88.68 feet to a point; Thence  
South 82 degrees 31 minutes 47 seconds West a distance of 185.32 feet to a point;  
Thence  
North 23 degrees 25 minutes 17 seconds West a distance of 592.44 feet to a point;  
Thence  
North 66 degrees 34 minutes 43 seconds East a distance of 115.00 feet to a point; Thence  
North 29 degrees 06 minutes 4 1 seconds East a distance of 223.60 feet to a point;  
Thence  
North 21 degrees 28 minutes 10 seconds West o distance of 525.00 feet to a point which  
is the POINT OF BEGINNING, and containing 8.750 acre(s) of land, more or less.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

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

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman



# MANDEVILLE

A Historic Lakefront Community

## Planning and Zoning Commission

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CLAIRE DURIO, CHAIRWOMAN  
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN  
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CARA BARTHOLOMEW, AICP  
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

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MEMBERS:  
SCOTT QUILLIN  
SIMMIE FAIRLEY  
NIXON ADAMS  
KAREN GAUTREUX  
MIKE PIERCE

### CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE PARCELS 12X IN SECTION 46 PART OF TRACT C, CITY OF MANDEVILLE

The City Council introduced Ordinance 24-03 on February 8, 2024, to rezone parcel 12x in Section 46, part of Tract C containing 8 acres per the survey by Kelly McHugh & Associates dated June 19, 2023. The property is currently zoned PD – Planning District and undeveloped. The property was purchased by the City in August 2023. Ordinance 23-24 Council authorized the Mayor to purchase the property.

The Zoning Commission held a work session on Tuesday, March 12, 2024, and a voting meeting on Tuesday, March 26, 2024, for case Z24-03-03. The Commission discussed the importance of rezoning the property to reflect its intended use and the continued conservation of the urban forest. The 2024 adopted Park and Recreation Master Plan identified this site as the West Toll Plaza site. This site has several special features including beautiful views of the lake. Ecologically, the site is notable because it spans two plant communities: Longleaf Pine Flatwoods and High Salt Marsh. Given its ecological importance and sensitivity, this site could serve as an excellent demonstration site for sustainable landscaping and coastal restoration through living shoreline practices.

As part of the procedure for Zoning Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor of the rezoning.

**Attachments:**

P&Z Staff Report  
Survey

**CASE SUMMARY SHEET**

**CASE NUMBER: Z24-03-03**

**DATE RECEIVED:**

**DATE OF MEETING: March 12, 2024 and March 26, 2024**

**Address: Plot 12X Tract C**

**Subdivision: Old Golden Shores, Plot 12X Tract C**

**Zoning District: PD Planned District**

**Property Owner: City of Mandeville**

**REQUEST: Z24-03-03 – A petition from the City Council of the City of Mandeville to amend the official zoning map of the City of Mandeville to rezone a lot designated PD Planned District to O Open Space/Recreation District, Old Golden Shores, Plot 12X Tract C, PD Planned District**

**CASE SUMMARY:**

The City of Mandeville purchased the property designated as Plot 12X in August 2023. The property is located south of Copal St. east of Laurel St., north of Lake Pontchartrain and west of N. Causeway Approach to the east containing 8.75 acres according to the survey by Kelly McHugh & Associates, Inc dated 6.19.23. The property is currently unimproved.

The City of Mandeville was authorized to purchase the property by Ordinance 23-24, and desires to rezone the property from its current zoning of PD Planned District to O Open Space/Recreation District.

The property borders Lake Pontchartrain and provides significant benefits to the neighboring Old Golden Shores subdivision for drainage and storm protection. The property contains both AE and VE flood zones and has a ground elevation varying from 4.7' to 8.8' MSL.

Rezoning the property to reflect the intended use will also give the City additional points toward FEMAs Community Rating System.

**CLURO SECTIONS:**

**6.3.21. Public Recreation and Park Services**

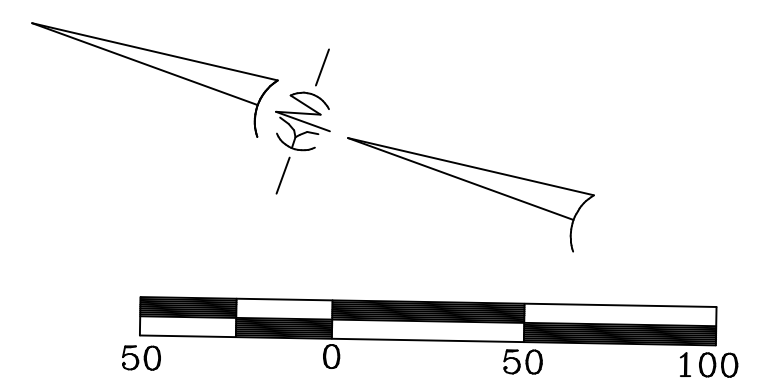
Publicly owned and operated parks, playgrounds, recreation facilities and open space.

**7.5.7.1. Purpose of the Open Space/Recreational District**

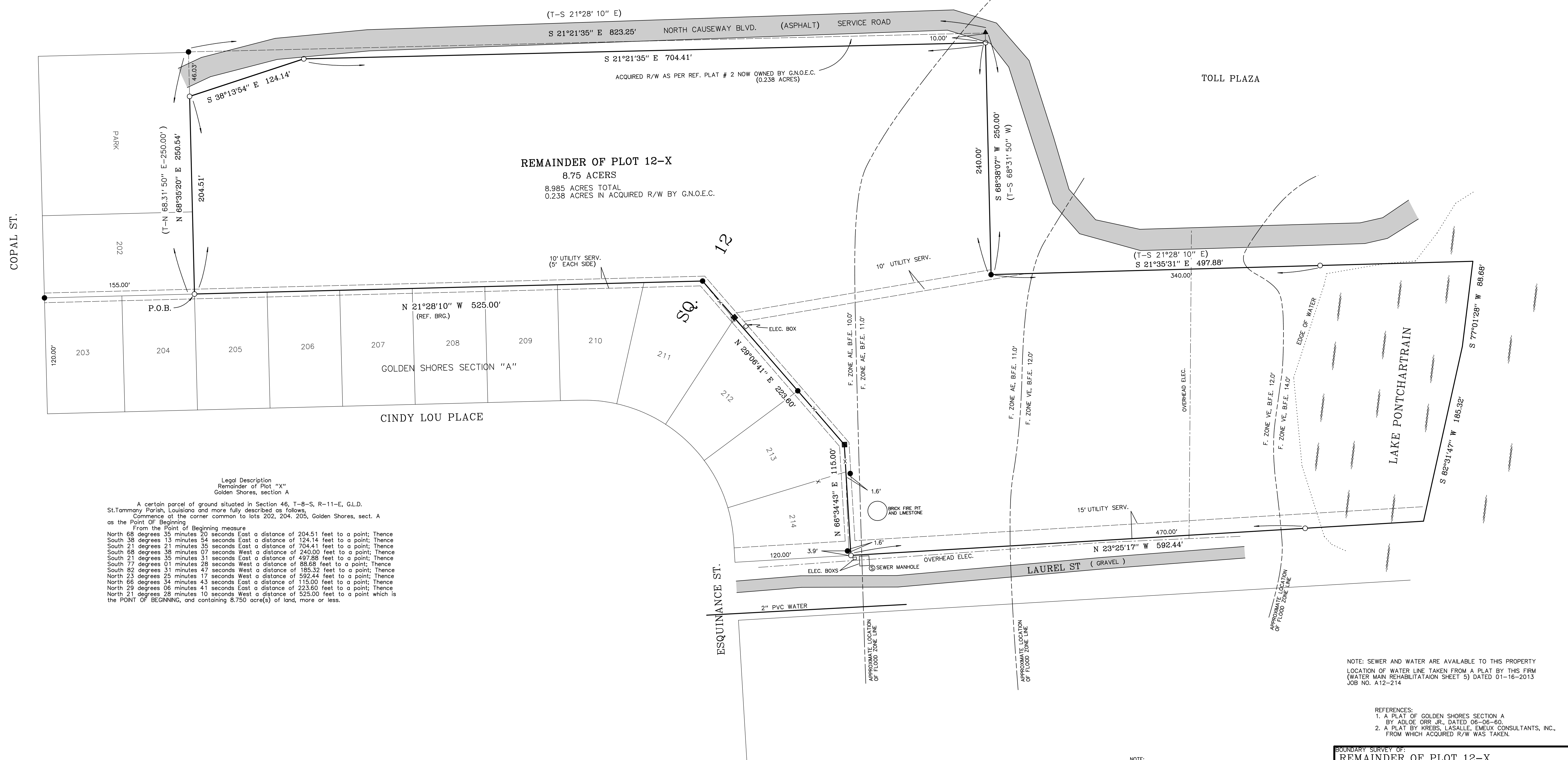
The purpose of the open space/recreational district is to provide for open space, parks and recreational areas; for uses that are accessory thereto, as well as certain facilities that are generally associated with recreational uses; and for such other uses as are specifically permitted in this district under the provisions of these regulations.







G.N.O.E.C.  
NORTH CAUSEWAY APPROACH (U.S. 190)



Legal Description  
Remainder of Plot "X"  
Golden Shores, section A

A certain parcel of ground situated in Section 46, T-8-S, R-11-E, G.L.D. St. Tammany Parish, Louisiana and more fully described as follows:  
Commence at the corner common to lots 202, 204, 205, Golden Shores, sect. A as the Point Of Beginning  
From the Point of Beginning measure  
North 68 degrees 35 minutes 20 seconds East a distance of 204.51 feet to a point; Thence South 38 degrees 13 minutes 54 seconds East a distance of 124.14 feet to a point; Thence South 21 degrees 21 minutes 35 seconds East a distance of 704.41 feet to a point; Thence South 68 degrees 38 minutes 07 seconds West a distance of 240.00 feet to a point; Thence South 21 degrees 35 minutes 31 seconds East a distance of 497.88 feet to a point; Thence South 77 degrees 01 minutes 28 seconds West a distance of 88.88 feet to a point; Thence South 82 degrees 31 minutes 47 seconds West a distance of 185.32 feet to a point; Thence North 23 degrees 25 minutes 17 seconds West a distance of 592.44 feet to a point; Thence North 66 degrees 34 minutes 43 seconds East a distance of 115.00 feet to a point; Thence North 29 degrees 06 minutes 41 seconds East a distance of 223.60 feet to a point; Thence North 21 degrees 28 minutes 10 seconds West a distance of 525.00 feet to a point which is the POINT OF BEGINNING, and containing 8.750 acre(s) of land, more or less.

NOTE: SEWER AND WATER ARE AVAILABLE TO THIS PROPERTY  
LOCATION OF WATER LINE TAKEN FROM A PLAT BY THIS FIRM  
(WATER MAIN REHABILITATION SHEET 5) DATED 01-16-2013  
JOB NO. A12-214

- REFERENCES:
1. A PLAT OF GOLDEN SHORES SECTION A BY ADLOE ORR JR., DATED 06-06-60.
  2. A PLAT BY KREBS, LASALLE, EMEUX CONSULTANTS, INC., FROM WHICH ACQUIRED R/W WAS TAKEN.

NOTE:  
OWNER OR CONTRACTOR IS RESPONSIBLE  
FOR VERIFYING BUILDING SETBACKS  
BEFORE CONSTRUCTION BEGINS.  
NO BUILDING SETBACKS SHOWN HEREON.

THIS PROPERTY IS LOCATED IN  
FLOOD ZONE AE & VE  
BASE FLOOD ELEV. AS-SHOWN  
F.I.R.M. PANEL NO. 22020204260, 22020204270.  
REV. 05-16-2012

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

09-20-23

CERTIFIED TO BE IN ACCORDANCE WITH A PHYSICAL  
SURVEY MADE ON THE GROUND AND COMPLYING WITH THE  
CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS  
"C" SURVEY. RED STAMP SIGNIFIES CERTIFIED PLAT.

BOUNDARY SURVEY OF:  
**REMAINDER OF PLOT 12-X  
GOLDEN SHORES, SECT. A  
CITY OF MANDEVILLE,  
ST. TAMMANY PARISH, LA.**

PREPARED FOR:  
**CITY OF MANDEVILLE**

MARK	REVISIONS	DATE

KELLY McHUGH & ASSOCIATES, INC. CIVIL ENGINEERS & LAND SURVEYORS 845 GALVEZ ST., MANDEVILLE, LA. 626-5611	
SCALE: 1" = 50'	DATE: 06-19-23
DRAWN: MDM	JOB NO.: 23-123
CHECKED: KJM	DWG. NO.: 23-123-PLAT

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER MCGUIRE; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER DANIELSON**

**ORDINANCE NO. 24-04**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE SQUARES 91 & 92 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM R-1 SINGLE FAMILY RESIDENTIAL & B-1 NEIGHBORHOOD BUSINESS DISTRICT TO O – OPEN SPACE/RECREATION DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the property to be rezoned is described as SQ 91 & 92, City of Mandeville, St. Tammany Parish, State of Louisiana; and

**WHEREAS**, the City of Mandeville acquired the property on July 20, 2023, and;

**WHEREAS**, the City of Mandeville has requested to rezone the Property from its current zoning of R-1 Single Family Residential & B-1 Neighborhood Business District to O – Open Space/Recreation District; and

**WHEREAS**, the property is located west of Soult Street, east of Colbert Street, north of Montgomery Street, and south of Florida Street; and

**WHEREAS**, the City of Mandeville is desirous of utilizing the property for drainage and absorption purposes and creating recreational and green space; and

**WHEREAS**, the rezoning of Squares 91 & 92 would allow the City of Mandeville to utilize the property for drainage and absorption purposes and to create additional recreational and green space; and

**BE IT ORDAINED** by the City Council of the City of Mandeville that Squares 91 & 92 as described below shall hereafter be zoned as O – Open Space/Recreation District:

*Parcel 1:*

All that piece or parcel of ground, together with all the buildings and improvements thereon and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Town of Mandeville, Parish of St. Tammany, State of Louisiana, and designated on the official map of said town as Square 92 (ninety-two). Said Square 92 is bounded by Florida Street (State Highway), Montgomery Street, Louval Street and Soult Street.

*Parcel 2:*

All that certain square of ground, with all the buildings and improvements thereon, and



all rights ways, privileges, prescriptions, servitudes and appurtenances thereunto belonging or appertaining, situated in the Town of Mandeville, Parish of St. Tammany, State of Louisiana. designated by the No. 91 (ninety-one), and bounded by Florida, Montgomery, Louval and Colbert Streets.

*Parcel 3:*

All that certain tract of land, together with all the buildings and improvements thereon, and all rights, ways, privileges, prescriptions, servitudes and appurtenances thereunto belonging or appertaining, situated in the Town of Mandeville, Parish of St. Tammany, State of Louisiana, and being more particularly described as that portion of Louval Steet between Squares 91 and 92 of said Town of Mandeville, bounded on the North by extensions of the North lines of Squares 91 and 92 and bounded on the South by extensions of the South lines of Squares 91 and 92.

This property became part of said Squares 91 and 92 by virtue of the revocation of the dedication of said street dated May 10, 1938, recorded in COB 140, folio-44 of the records of St. Tammany Parish Louisiana.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

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

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman



# MANDEVILLE

A Historic Lakefront Community

## Planning and Zoning Commission

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CLAIRE DURIO, CHAIRWOMAN  
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN  
ZONING COMMISSION

CARA BARTHOLOMEW, AICP  
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

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MEMBERS:  
SCOTT QUILLIN  
SIMMIE FAIRLEY  
NIXON ADAMS  
KAREN GAUTREUX  
MIKE PIERCE

### CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE SQUARES 91 & 92, CITY OF MANDEVILLE

The City Council introduced Ordinance 24-04 on February 8, 2024, to rezone Squares 91 & 92. The property is currently zoned B-1 – Neighborhood Business District on the Northern portion of Sq. 91 & 91, and R-1 Single Family Residential District on the southern portion of Sq. 91 & 91. The property is undeveloped. The property was purchased by the City in July 2023. Ordinance 23-23 Council authorized the Mayor to purchase the property.

The Zoning Commission held a work session on Tuesday, March 12, 2024, and a voting meeting on Tuesday, March 26, 2024, for case Z24-03-03. The Commission discussed the importance of rezoning the property to reflect its intended use and the continued conservation of the urban forest.

As part of the procedure for Zoning Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor of the rezoning.

**Attachments:**

P&Z Staff Report

**CASE SUMMARY SHEET**

**CASE NUMBER: Z24-03-04**

**DATE RECEIVED:**

**DATE OF MEETING: March 12, 2024 and March 26, 2024**

**Address: Section 51 Squares 91 & 92**

**Subdivision: Old Town of Mandeville, Section 51 Squares 91 & 92**

**Zoning District: R-1 Single Family Residential & B-1 Neighborhood Business District**

**Property Owner: City of Mandeville**

**REQUEST: Z24-03-04 – A petition from the City Council of the City of Mandeville to amend the official zoning map of the City of Mandeville to rezone two squares designated R-1 Single Family Residential & B-1 Neighborhood Business District to O Open Space/Recreation District, Old Town of Mandeville, Section 51 Squares 91 & 92**

**CASE SUMMARY:**

The City of Mandeville purchased the property described as SQ 91 & 92 in July 2023. The property is located south of Florida St. west of Soutl St., north of Montgomery St., east of Colbert St, being described as Squares 91 & 92 in the act of sale dated 7.20.2023. The property is currently unimproved.

The City of Mandeville was authorized to purchase the property by Ordinance 23-23, and desires to rezone the property from its current zoning of R-1 Single Family Residential & B-1 Neighborhood Business District to O Open Space/Recreation District.

The Villere/Montgomery ditch that drains into Bayou Castine runs through the middle of the property.

Rezoning the property to reflect the intended use will also give the City additional points toward FEMAs Community Rating System.

**CLURO SECTIONS:**

**6.3.21. Public Recreation and Park Services**

Publicly owned and operated parks, playgrounds, recreation facilities and open space.

**7.5.7.1. Purpose of the Open Space/Recreational District**

The purpose of the open space/recreational district is to provide for open space, parks and recreational areas; for uses that are accessory thereto, as well as certain facilities that are generally associated with recreational uses; and for such other uses as are specifically permitted in this district under the provisions of these regulations.





**THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER KRELLER; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER MCGUIRE**

**ORDINANCE NO. 24-05**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE LOTS 7A-1 & 7A-2 OF SQUARE 34 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM R-1X SINGLE FAMILY RESIDENTIAL EXISTING SMALL LOTS DISTRICT TO O – OPEN SPACE/RECREATION DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the property to be rezoned is described as Lots 7A-1 & 7A-2, Sq 34, City of Mandeville, St. Tammany Parish, State of Louisiana, containing approximately 56,572 square feet as per the survey prepared by Randall W. Brown & Associates dated August 16, 2018; and

**WHEREAS**, the City of Mandeville acquired the property on January 12, 2024, and;

**WHEREAS**, the City of Mandeville has requested to rezone the Property from its current zoning of R-1X, Single Family Residential Existing Small Lots District to O – Open Space/Recreation District; and

**WHEREAS**, the property is located on the east side of Carroll Street, north side of Jefferson Street, and south side of Monroe Street; and

**WHEREAS**, the City of Mandeville is desirous of utilizing the property for drainage and absorption purposes and creating recreational and green space; and

**WHEREAS**, the rezoning of Lots 7A-1 & 7A-2 would allow the City of Mandeville to utilize the property for drainage and absorption purposes and create additional recreational and green space; and

**BE IT ORDAINED** by the City Council of the City of Mandeville that Lots 7A-1 & 7A-2, situated in Square 34 as described below shall hereafter be zoned as O – Open Space/Recreation District:

*Lot 7A-1:*

Commencing from the southern right of way line of Monroe Street and the eastern right of way line of Carroll Street go along said right of way of Carroll Street south 30 degrees 39 minutes 56 seconds west a distance of 266.28 feet to the point of beginning.

From the Point of Beginning go south 59 degrees 39 minutes 32 seconds east a distance of 266.45 feet, thence south 30 degrees 09 minutes 55 seconds west a distance of 105.99 feet, thence north 59 degrees 33 minutes 21 seconds west a distance of 267.37 feet, thence north 30



degrees 39 minutes 56 seconds east a distance of 105.51 feet back to the Point of Beginning, having an area of 28225.65 square feet, 0.648 acres

*LOT 7A-2:*

Commencing from the southern right of way line of Monroe Street and the eastern right of way line of Carroll Street go along said right of way of Carroll Street south 30 degrees 39 minutes 56 seconds west a distance of 371.79 feet to the point of beginning.

From the point of beginning go south 59 degrees 33 minutes 21 seconds east a distance of 267.37 feet, thence south 30 degrees 09 minutes 55 seconds west a distance of 1.87 feet, thence south 30 degrees 33 minutes 25 seconds west a distance of 104.59 feet, thence north 59 degrees 21 minutes 02 seconds west a distance of 267.59 feet, thence north 30 degrees 39 minutes 56 seconds east a distance of 105.50 feet back to the point of beginning. Having an area of 28347.81 square feet, 0.651 acres

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

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

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman



# MANDEVILLE

A Historic Lakefront Community

## Planning and Zoning Commission

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CLAIRE DURIO, CHAIRWOMAN  
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN  
ZONING COMMISSION

CARA BARTHOLOMEW, AICP  
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

---

MEMBERS:  
SCOTT QUILLIN  
SIMMIE FAIRLEY  
NIXON ADAMS  
KAREN GAUTREUX  
MIKE PIERCE

### CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE LOTS 7A-1 & 7A-2, SQUARE 34, CITY OF MANDEVILLE

The City Council introduced Ordinance 24-05 on February 8, 2024, to rezone lots 7A-1 & 7A-2, Square 34. The property is currently zoned R-1X Single Family Residential District – Existing Small Lots. The property is approximately 1 acre, in accordance to a survey by Randall Brown & Associates dated August 16, 2018. The property was purchased by the City in January 2024. Ordinance 23-37 Council authorized the Mayor to purchase the property.

The Zoning Commission held a work session on Tuesday, March 12, 2024, and a voting meeting on Tuesday, March 26, 2024, for case Z24-03-02. The Lots were identified in the 2024 Park & Recreation Master Plan as being located just upstream of where Ravine aux Coquilles disappears into an underground culvert, the Carroll Street property is a site of frequent flooding. Re-naturalizing this relatively small property is a big idea: restoring the natural flow of the historic bayous is a key initiative of this master plan.

As part of the procedure for Zoning Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor of the rezoning.

**Attachments:**

P&Z Staff Report  
Survey

**CASE SUMMARY SHEET****CASE NUMBER: Z24-03-02****DATE RECEIVED:****DATE OF MEETING: March 12, 2024 and March 26, 2024****Address: Square 34 Lots 7A-1 & 7A-2****Subdivision: Old Town of Mandeville, Square 34 Lots 7A-1 & 7A-2****Zoning District: R-1X Single-Family Residential-Existing Small Lots District****Property Owner: City of Mandeville**

**REQUEST: Z24-03-02 – A petition from the City Council of the City of Mandeville to amend the official zoning map of the City of Mandeville to rezone two lots designated R1-X Single-Family Residential-Existing Small Lots District to O Open Space/Recreation District, Old Town of Mandeville, Square 34 Lots 7A-1 & 7A-2**

**CASE SUMMARY:**

The City of Mandeville purchased the property described as Lots 7A-1 & 7A-2 in Sq 34 in January 2024. The property is located south of Monroe St. west of Lafitte St., north Jefferson St., and east of Carroll St., containing 56,572 square feet per the survey prepared by Randall W. Brown & Associates and dated 8.16.2018. The property is currently unimproved.

The City of Mandeville was authorized to purchase the property by Ordinance 23-37, and desires to rezone the property from its current zoning of R-1X Single-Family Residential-Existing Small Lots District to O Open Space/Recreation District.

The property is adjacent to Ravine Aux Coquilles and provides a significant benefit to the drainage of the area. The property is in Flood Zone AE10 with a ground elevation of 4.4' MSL. The rear of the property is below the 5' contour line, and all land determined to be below the 5' contour is defined as an Area of Periodic Inundation.

Rezoning the property to reflect the intended use will also give the City additional points toward FEMAs Community Rating System.

**CLURO SECTIONS:****6.3.21. Public Recreation and Park Services**

Publicly owned and operated parks, playgrounds, recreation facilities and open space.

**7.5.7.1. Purpose of the Open Space/Recreational District**

The purpose of the open space/recreational district is to provide for open space, parks and recreational areas; for uses that are accessory thereto, as well as certain facilities that are generally associated with recreational uses; and for such other uses as are specifically permitted in this district under the provisions of these regulations.

**Area of Periodic Inundation.** All land areas that are determined to be below the 5' Mean Sea Level (MSL) contour, or lands determined to be jurisdictional wetlands by the U.S. Army Corps of Engineers pursuant to the Clean Water Act.











# PROPERTY DESCRIPTIONS

## LOT 7A-1

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

## LOT 7A-2

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

Resubdivision of

*pg 282*

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

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

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

**RANDALL W. BROWN**  
 REG. NO. 04586  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LA Registration No. 04586

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

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

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

***ORDINANCE NO. 24- 06***

***AN ORDINANCE OF THE CITY OF MANDEVILLE MODIFYING ARTICLE III – FOWL AND RABBITS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH***

**WHEREAS**, the City of Mandeville’s Code of Ordinances, Chapter 4 – Animals and Fowl, was developed in order to provide for the safety and welfare of pets and domesticated animals of the community; and

**WHEREAS**, the City’s current Code of Ordinances, Chapter 4 – Animals and Fowl, was last revised and updated on November 21, 2019; and

**WHEREAS**, in consideration of issues involving chickens and roosters in the community that have arisen over the period of time, which directly impact public health, safety, and welfare, since Chapter 4 was last updated; and

**WHEREAS**, the Mandeville City Council deems these changes appropriate to protect the health, safety, and welfare of the citizens of Mandeville; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville, at its regular session convened, that the Code of Ordinances, Chapter 4 – Animals and Fowl, shall be amended and replaced as follows, to wit:

**Amend CHAPTER 4 – ANIMALS AND FOWL, as outlined below.**

**CHAPTER 4 – ANIMALS**

**ARTICLE I – IN GENERAL**

**Sec. 4-5 Public Nuisance.**

Every owner or keeper of animals shall exercise proper care and control of such animals so as to prevent them from creating or becoming a public nuisance. The owner of an animal causing such public nuisance shall be subject to penalties of section 1-9 of this Code. A violation of any of the following provisions shall constitute a public nuisance and is strictly prohibited:

- (1) *Excessive noises.* Excessive or untimely barking, howling, yelping, or other animal noise that is unreasonably loud and intrusive or disturbing and which essentially interferes with the right of privacy within one's home or unreasonably interferes with the use of one's property.
- (2) *Attack.* Attacking or molesting a person or animal.
- (3) *Animals at large.* No person shall suffer or permit any dog in his possession, or kept by him about his premises, to run at large. Designated dog parks or "off-leash" areas are exempt from the provisions of this section.

- (4) *Enticing or releasing animals.* It shall constitute a violation of this article for any person to release any animal from, or to entice any animal to leave, the property of the owner or keeper of such animal.
- (5) *Scratching on or digging into or urinating or defecating upon lawns, shrubs, buildings or any property, either public or private, other than property of the owner or keeper.* In the case of nuisance by defecation, whether such nuisance shall take place in the presence of the owner or keeper or not, the owner or keeper must promptly remove all feces and dispose of them in a sanitary manner or be considered to be in violation of the provisions of this article.
- (6) *Premises maintained.* Premises on which animals, including fowl, are kept shall be maintained so as to prevent all obnoxious odors and stenches of such unreasonable intensity and duration that it prevents or essentially interferes with a person's ability to use or enjoy his property, or the presence or breeding of flies, mosquitoes and other pests. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors and disease hazards.
- (7) *Animals in heat.* Every female dog or cat in heat shall be confined so that the animal cannot come into contact with an un-neutered male, except for planned breeding.
- (8) *Cleanliness of containment areas.* All animal containment areas shall be maintained in order that excessive fecal matter and urine does not build up and create unsuitable living conditions for the animal and humans who enter the containment area; and does not create a health hazard and/or excessive odor. All animal containment areas should remain free of excessive water buildup and/or excessive flooding or continuous standing water.
- (9) *Dogs on school grounds.* Owners shall not permit their dogs on any school ground when school is in session, unless specifically authorized by the school board or principal.
- (10) *Animals in restaurants.* Dogs or other animals shall not be permitted in restaurants or other places serving food, when prohibited by the owner of the business. This provision shall not apply to service animals as defined by the ADA.
- (11) *Animals as prizes.* Giving live animals as prizes is strictly prohibited and it shall be unlawful for any person to give away an animal as an advertising device, or as a game prize at any fair, festival or charity event. Ruffling or auctioning an animal shall be permitted provided monetary consideration is given in exchange for a chance of winning the animal. For the purposes of this section, an animal shall include, but is not limited to, fish, rabbits, birds, cats and dogs.
- (12) *Prohibited.* No person shall sell, exchange, barter, trade, lease, rent, give away, or display for such purposes any live animal on any roadside, public right-of-way, parkway, median, park, playground, or other recreational area, commercial or retail parking lot, that is generally accessible to the public, regardless of whether such access is authorized or not. Exception: This section shall not apply to humane societies, animal welfare groups, animal control agencies or non-profit organizations sponsoring animal adoption events.
- (13) *Keeping of Fowl and Rabbits.* The keeping of roosters is prohibited within city limits. Notwithstanding anything to the contrary in this chapter, no person shall keep more than

six (6) chickens in single-family dwelling. All fowl must be kept in accordance with the provisions of Section 4-13 of this Chapter.

**ARTICLE III – FOWL AND RABBITS**

**Sec. 4-13. Fowl and Rabbits ~~Prohibited At Large~~**

- (a) The keeping of roosters is prohibited within the city limits.
- (b) Notwithstanding anything to the contrary in this chapter, no person shall keep more than six (6) chickens shall for each single-family dwelling.
- (c) All fowl must be kept in enclosed fenced areas. The fenced area must be sufficient to contain the fowl and prevent them from roaming onto neighboring properties or public spaces.
- (d) Coops and cages shall not be located in the front yard.
- (e) It shall be prohibited for any person raising or keeping chickens, turkeys, geese, guineas, ducks, pigeons, or other fowl or rabbits to allow or permit the fowl or rabbits to run at large or be at large.

**BE IT FURTHER ORDAINED** that if any provision of this ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this ordinance are hereby declared to be severable.

**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.

This 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 \_\_st day of \_\_\_\_\_, 2024.

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

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

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

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ORDINANCE NO. 24-07

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 23-27, THE OPERATIONS BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

**WHEREAS**, an amendment to the Operating Budget adopted for fiscal year 2023-2024, Ordinance Number 23-27, is required to reflect the estimated beginning and ending fund balance for 2023-2024 City of Mandeville Operating Budget to ensure compliance with the requirements of Louisiana Revised Statute 39:1311; and

**WHEREAS**, the operating budget as set out in revised Exhibit “H” – Fiscal Year 2024 Funds Summary Budget attached is hereto is adopted by the city council of the City of Mandeville for Fiscal year 2023—2024.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-27, is hereby amended to include the revisions as set forth on the attached Exhibit H – Revised Fiscal Year 2024 Funds Summary Budget, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Operating Budget.

**BE IT FURTHER ORDAINED**, that in all other respects the 2023-2024 Operating Budget adopted shall remain in full force and effect.

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

AYES: 0  
NAY: 0  
ABSTENTIONS: 0  
ABSENT: 0

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

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman

**City of Mandeville - Exhibit H**  
**Fiscal Year 2024 Funds Summary Budget**

	Governmental Funds							Enterprise Fund	Total
	General Fund	Sales Tax Fund	Special Sales Tax Fund	District 3 Sales Tax Fund	Street Construction Sales Tax Fund	Non-Major Funds	Total Governmental Funds	Water & Sewer	
<b>Revenues and Intergovernmental Funds</b>									
Advalorem Taxes	2,075,420						2,075,420		2,075,420
Franchise Taxes	1,091,279						1,091,279		1,091,279
Sales and Use Taxes		22,807,156					22,807,156		22,807,156
Grants & Elevation Revenue	2,100,000		2,916,781	7,825,000			12,841,781		12,841,781
Other Revenue	11,121,306	4,394	548,734	4,976	184,840	28,750	11,893,000	4,206,737	16,099,738
<b>Subtotal Revenues</b>	<b>16,388,005</b>	<b>22,811,550</b>	<b>3,465,515</b>	<b>7,829,976</b>	<b>184,840</b>	<b>28,750</b>	<b>50,708,636</b>	<b>4,206,737</b>	<b>54,915,374</b>
Sales Tax Transfers In	11,575,555		3,858,518	3,240,878	3,858,518		22,533,469		22,533,469
Interfund Transfers In	3,820,000				7,210,000		11,030,000	1,545,000	12,575,000
<b>Total Revenues and Transfers In</b>	<b>31,783,560</b>	<b>22,811,550</b>	<b>7,324,033</b>	<b>11,070,854</b>	<b>11,253,358</b>	<b>28,750</b>	<b>84,272,105</b>	<b>5,751,737</b>	<b>90,023,843</b>
<b>Expenditures</b>									
Wages & Overtime	8,096,329						8,096,329	1,249,106	9,345,435
Employee Insurance	2,152,089						2,152,089	380,081	2,532,170
Retirement & OPEB	3,320,514						3,320,514	504,716	3,825,231
Payroll Taxes and Workers' Compensation	941,236						941,236	155,557	1,096,792
Other Operating Expenditures	6,303,408	273,686				30,250	6,607,344	3,662,758	10,270,102
<b>Subtotal Expenditures</b>	<b>20,813,575</b>	<b>273,686</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,250</b>	<b>21,117,511</b>	<b>5,952,219</b>	<b>27,069,730</b>
Capital Outlay Expenditures	5,352,000				10,215,000		15,567,000	4,453,930	20,020,930
<b>Total Operating &amp; Capital Expenditures</b>	<b>26,165,575</b>	<b>273,686</b>	<b>0</b>	<b>0</b>	<b>10,215,000</b>	<b>30,250</b>	<b>36,684,511</b>	<b>10,406,149</b>	<b>47,090,660</b>
Interfund Transfers Out		22,533,470	5,365,000	7,210,000			35,108,470		35,108,470
<b>Total Governmental Expenditures &amp; Transfers Out</b>	<b>26,165,575</b>	<b>22,807,156</b>	<b>5,365,000</b>	<b>7,210,000</b>	<b>10,215,000</b>	<b>30,250</b>	<b>71,792,981</b>	<b>10,406,149</b>	<b>82,199,130</b>
<b>Net Fund Increase/(Decrease)</b>	<b>5,617,985</b>	<b>4,395</b>	<b>1,959,033</b>	<b>3,860,854</b>	<b>1,038,358</b>	<b>(1,500)</b>	<b>12,479,124</b>	<b>(4,654,411)</b>	<b>7,824,713</b>
Fund Balances - End of Year 2023 (audited)	14,730,783	70,900	8,226,642	9,154,948	23,783,244	499,305	56,465,822	35,878,115	92,343,937
Prior Years Appropriations	3,128,937		7,832,073	8,589,593	1,228,058		20,778,661	11,157,977	31,936,638
<b>Fund Balance - Projected End of Year</b>	<b>17,219,831</b>	<b>75,295</b>	<b>2,353,602</b>	<b>4,426,209</b>	<b>23,593,544</b>	<b>497,805</b>	<b>48,166,285</b>	<b>20,065,727</b>	<b>68,232,012</b>

20% of Operating Expenditures                    4,162,715  
OPEB Assigned Funds                                2,000,000  
11,057,116





## INTEROFFICE MEMO

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**TO: Kristine Scherer  
Kathleen Sides**

**FROM: Alia Casborné**

**DATE: April 2, 2024**

**SUBJECT: Special Events Application Recommendations**

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

**Krewe of Eve – Mardi Gras Parade**

*Applicant: Valerie Dupont*

Date/Time: Friday, February 21, 2024 – 7:00 p.m.

Rain Date: NA

Location: See Map Attached

***Approval Requests:***

- Police & Public Works Detail

***Contingencies:***

- MPD requires Increase of public portables throughout the route
- Approval of Police & Public Works Detail

**LaCarreta of Mandeville – Cinco de Mayo**

*Applicant: Alison Rubio or Brent Willis*

Date/Time: Sunday, May 5, 2024 – 6:00 p.m. – 10:00 p.m.

Rain Date: NA

Location: 1200 N. Causeway Approach

***Approval Requests:***

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

***Contingencies:***

- ATC Special event liquor permit approval
- Police Detail

**Queer Northshore – Pride Parade**

*Applicant: Mel Manuel*

Date/Time: Saturday, June 1, 2024 – 4:00 p.m – 7:00 p.m.

Rain Date: Saturday, June 8, 2024 – 4:00 p.m – 7:00 p.m.

Location: Sere Map Attached

***Approval Requests:***

- MPD Approval of Route
- Police Detail

***Contingencies:***

- Route Approval
- Police Detail Approval

**Attachments**

City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



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

Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group KREWE OF EVE  
Name of Authorized Representative VALERIE DUPONT Non-Profit/Tax-Exempt # \_\_\_\_\_  
Mailing Address PO BOX 967  
City MANDEVILLE State LA Zip 70470  
Applicant Phone # \_\_\_\_\_ Alt. Phone # \_\_\_\_\_  
E-Mail VALERIE@CIVIL.COM Application Fee Paid?  YES  NO

Name of Event: KREWE OF EVE PARADE  
Date(s) of Event: Day 02/21/25 Date / / Time 7PM Rain Dates(s) 02/24/25  
Event Location: CITY OF MANDEVILLE STREETS (ST JOSEPH ST. / W. APP / E. APP / HWY 190 HWY 22)  
Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
Description/Purpose of Event MARDI GRAS PARADE Estimated Attendance UNKNOWN

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

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



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

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

### INSURANCE/INDEMNITY

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

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

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

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

Signed By: Valerie Dupont  
 Printed Name: VALERIE DUPONT  
 Organization Represented: KREWE OF EVE  
 Office Held PRESIDENT Date 02/17/2024

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

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





State of  
Louisiana  
Secretary of  
State



**COMMERCIAL DIVISION**  
**225.925.4704**

Fax Numbers  
225.932.5317 (Admin. Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

Name	Type	City	Status
KREWE OF EVE, INC.	Non-Profit Corporation	MANDEVILLE	Active

**Previous Names**

**Business:** KREWE OF EVE, INC.  
**Charter Number:** 34203376N  
**Registration Date:** 3/14/1986  
**Domicile Address**

**Mailing Address**

P. O. BOX 967  
MANDEVILLE, LA 70470

**Status**

**Status:** Active  
**Annual Report Status:** In Good Standing  
**File Date:** 3/14/1986  
**Last Report Filed:** 2/16/2024  
**Type:** Non-Profit Corporation

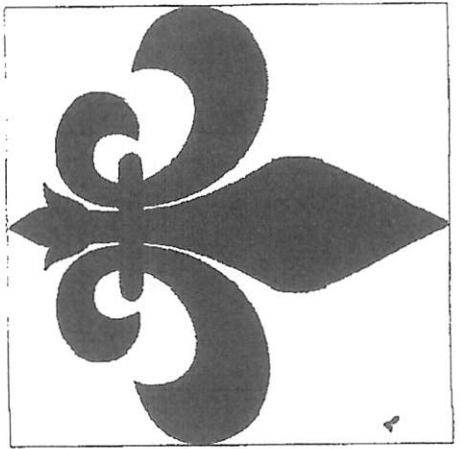
**Registered Agent(s)**

<b>Agent:</b>	CHRISTI FAIR
<b>Address 1:</b>	
<b>City, State, Zip:</b>	8
<b>Appointment Date:</b>	4/7/2016

**Officer(s)**

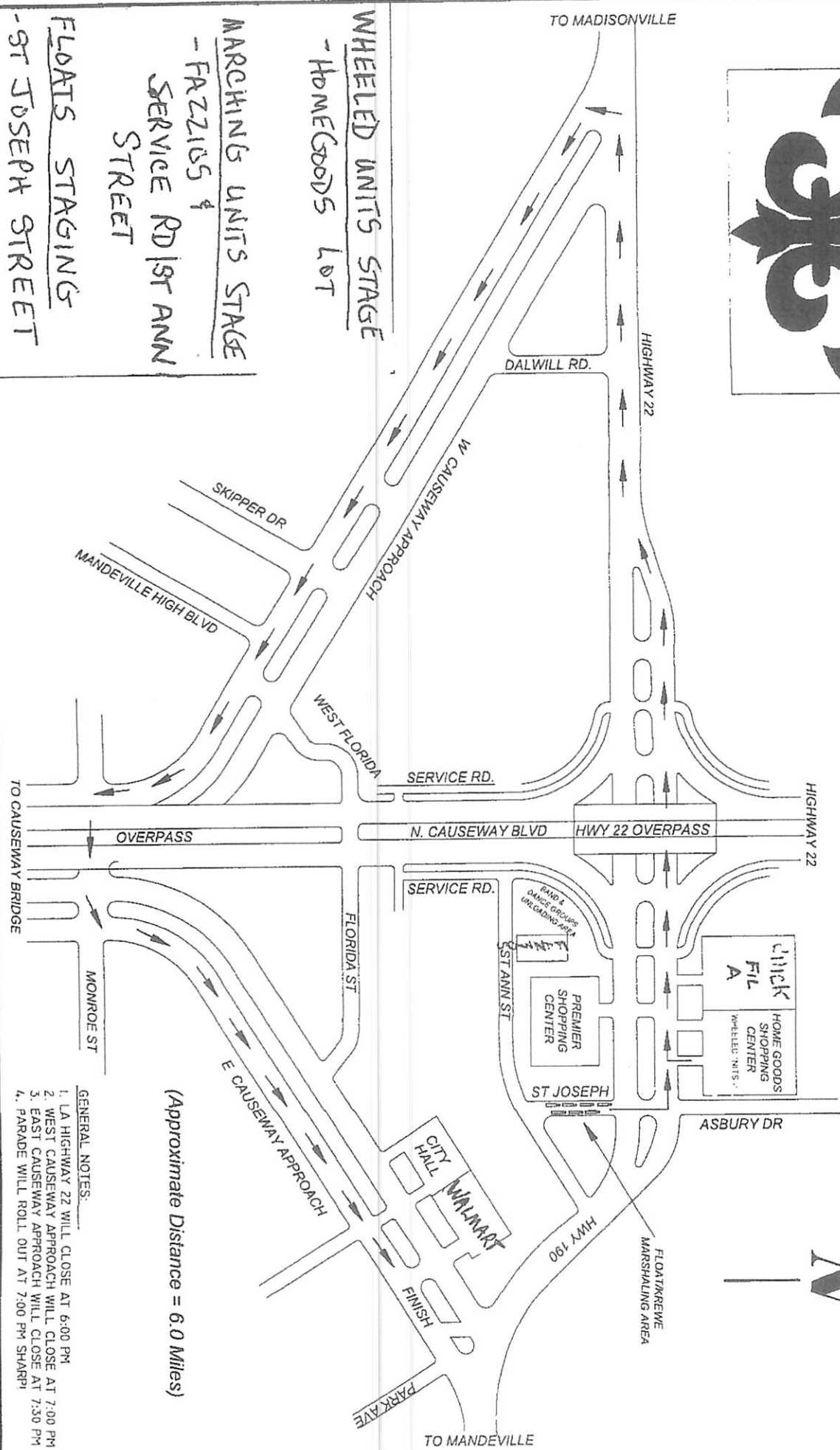
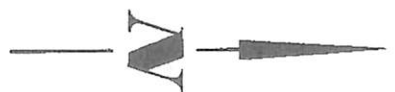
Additional Officers: No

<b>Officer:</b>	VALERIE DUPONT
<b>Title:</b>	President
<b>Address 1:</b>	
<b>City, State, Zip:</b>	
<b>Officer:</b>	CHRISTI FAIR
<b>Title:</b>	Director
<b>Address 1:</b>	
<b>City, State, Zip:</b>	
<b>Officer:</b>	CHRISTINE TADLOCK
<b>Title:</b>	Treasurer
<b>Address 1:</b>	
<b>City, State, Zip:</b>	
<b>Officer:</b>	BETTY DELPIDO
<b>Title:</b>	Secretary
<b>Address 1:</b>	
<b>City, State, Zip:</b>	
<b>Officer:</b>	MELODY MENARD
<b>Title:</b>	Vice-President
<b>Address 1:</b>	
<b>City, State, Zip:</b>	



\*\*\*\*\*  
**Krewe of Eve**  
 \*\*\*\*\*  
**Parade Route**

\*\*\*\*\*



(Approximate Distance = 6.0 Miles)

- GENERAL NOTES:
1. LA HIGHWAY 22 WILL CLOSE AT 6:00 PM
  2. WEST CAUSEWAY APPROACH WILL CLOSE AT 7:00 PM
  3. EAST CAUSEWAY APPROACH WILL CLOSE AT 7:30 PM
  4. PARADE WILL ROLL OUT AT 7:30 PM SHARP

**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: La Carreta of Mandeville
2. Legal name(s): Individual, Partners, or Corporation \_\_\_\_\_
3. Apply for: Class "A" \_\_\_\_\_ Class "B" \_\_\_\_\_ / High Content \_\_\_\_\_ Low Content \_\_\_\_\_ /Restaurant
4. Business location address 1200 W. Causeway Approach Mandeville LA 70471  
 Telephone # \_\_\_\_\_
5. Mailing address \_\_\_\_\_
6. Contact Person Alison Rubio or Brent Willis  
 Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
 Fax Number ( ) \_\_\_\_\_ Web Address: \_\_\_\_\_

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

A	<u>Saul Rubio</u> Name	<u>Owner</u> Title	<u>47.5%</u> % Owned
	<u>382 Oak Hollow Dr Hammond LA 70401</u> Resident Address	<u>Hammond LA 70401</u> City State Zip	<u>10777</u> Home Phone Number
B	<u>Alison Rubio</u> Name	<u>Owner</u> Title	<u>47.5%</u> % Owned
	<u>109 Overlander Ct Mandeville LA 70471</u> Resident Address	<u>Mandeville LA 70471</u> City State Zip	<u>10777</u> Home Phone Number
C	<u>Brent Willis</u> Name	<u>General Manager</u> Title	<u>5%</u> % Owned
	<u>75312 Crestview Hills Loop Covington LA 70471</u> Resident Address	<u>Covington LA 70471</u> City State Zip	<u>10777</u> 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? Yes
12. Has the applicant ever been denied a state or local liquor license? NO
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
13. Is applicant the owner of the premises to be occupied? NO if no, does applicant hold a bona fide written lease? \_\_\_\_\_ (Supply copy of lease with application.)
14. If premises leased, give name and address of lessor. \_\_\_\_\_
15. Describe the part of the building to be occupied by business: Suite 1-4
16. Open date for this location 2/19/2008
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
Restaurant Full service

**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: General Manager  
 Signature of Preparer [Signature] Date: 3/5/2008





**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 2/26/04

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

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

Recommendation of Special Events Committee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor Clay Madden \_\_\_\_\_ Date \_\_\_\_\_

**City Council Approval**

Alcohol Permit:  
\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

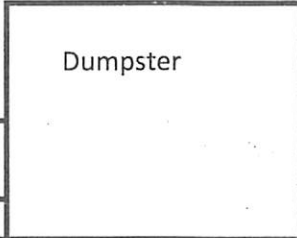
Waiver of Lakefront Food & Drink Ordinance:  
\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_



Entrance

Exit

Parking Lot

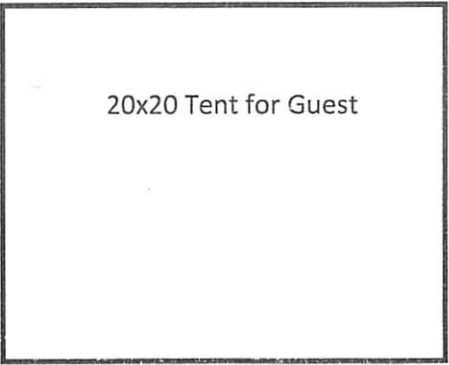


Restroom

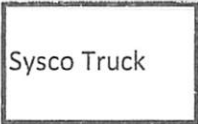


Stage  
for  
Live  
Music

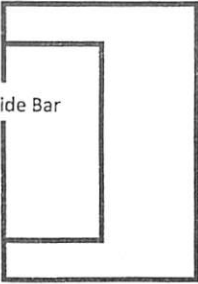
Closed Parking Lot for Cinco de Mayo Event



20x20 Tent for Guest



Sysco Truck



Outside Bar

**TAX COLLECTOR  
PARISH OF ST. TAMMANY**

**CITY OF MANDEVILLE OCCUPATIONAL/LIQUOR LICENSE  
SALES TAX CLEARANCE**

Sales Tax Clearance must be approved before the City of Mandeville will renew license.

NAME OF BUSINESS: LA CARRETA OF MANDEVILLE

ST. TAMMANY PARISH SALES TAX # 04042210

**FOR ST. TAMMANY PARISH USE ONLY**

APPROVED: XX

NOT APPROVED: \_\_\_\_\_

- Delinquent
- No information available
- Other \_\_\_\_\_

SIGNED: Desiree Reed DATE: 3-6-2024

IF APPLICATION IS NOT APPROVED BY ST. TAMMANY PARISH, PLEASE CONTACT THEM AT (985)726-7777 OR 300 BROWNSWITCH ROAD, SLIDELL, LA

**\*\*CLEARANCE EXPIRES 90 DAYS FROM DATE ABOVE\*\***

**IF EXPIRED, ANOTHER CLEARANCE MUST BE OBTAINED BEFORE  
SUBMITTING RENEWAL**



RICHARDS COLLECTION  
REALTY

March 6, 2024

Louisiana Department of Public Safety and Corrections  
Office of Alcoholic Beverage Control  
P.O. Box 66404  
Baton Rouge, LA 70896

RE: Cinco de Mayo Celebration at La Caretta of Mandeville, Sunday, May 5, 2024 6:00p - 10:00p

To Whom It May Concern:

I have spoken with the owner of La Caretta of Mandeville, Inc. regarding their upcoming annual Cinco De Mayo celebration. The event will be held on May 5<sup>th</sup>, 2024 in the parking lot located at 1200 W. Causeway Approach in Mandeville, LA. Please accept this correspondence as permission for the restaurant to host the celebration on the property and to also serve alcoholic beverages during the event.

If you should need any further information or assistance, please contact me at 504-885-0202.

Sincerely,

Tara Ledoux  
Property Management  
Richards Collections Realty, LLC  
As Agents for 1200 Place LLC

cc: Brent Willis – La Caretta Restaurant



City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



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

Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group QUEER NORTHSORE  
Name of Authorized Representative MEL MANUEL Non-Profit/Tax-Exempt # 92-2975618  
Mailing Address 508 LODEN WAY  
City MADISONVILLE State LA Zip 70447  
Applicant Phone #: \_\_\_\_\_ Alt. Phone # \_\_\_\_\_  
E-Mail INFO@QUEERNORTHSORE.ORG Application Fee Paid?  YES  NO

Name of Event: PRIDE NORTHSORE  
Date(s) of Event: Day Saturday Date 06/01/24 Time 4-7pm Rain Dates(s) 06/02/24 *B (Capt. Miazza)*  
Event Location: MANDEVILLE LAKEFRONT

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
Description/Purpose of Event CELEBRATION OF PRIDE MONTH Estimated Attendance 150 PEOPLE

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

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input 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	Subject to recommendation from Mandeville police	
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



**SPECIAL EVENTS DEPARTMENT USE ONLY**

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

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

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

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>2080</u>	<u>KM/AC</u>
Fire District #4	_____	_____
Public Works	_____	_____
<b>TOTAL COSTS</b>	_____	_____

Recommendation of Special Events Committee:  
MPD #2080  
\_\_\_\_\_  
\_\_\_\_\_

Approved:  
L. Clay Madden  
Mayor Clay Madden

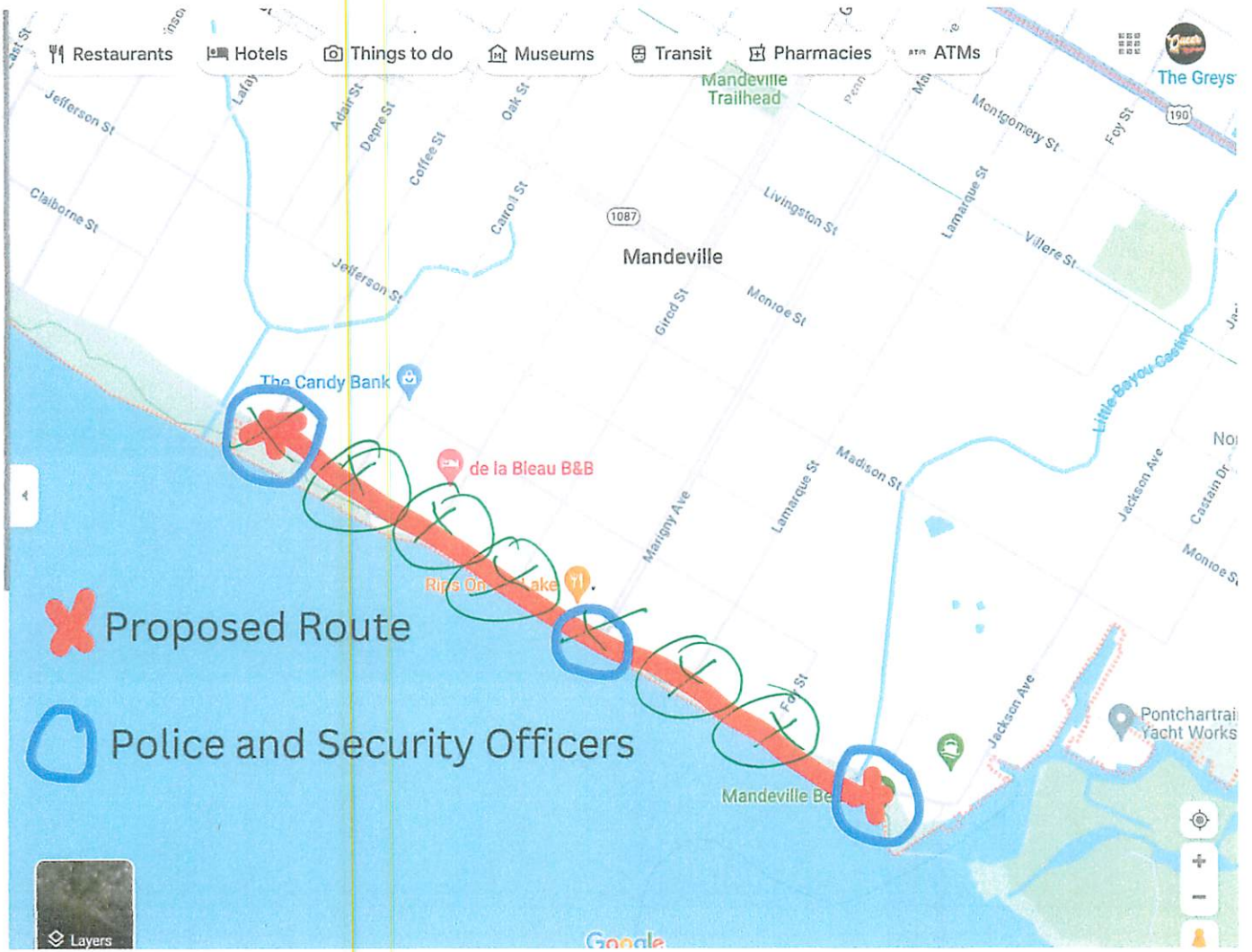
4-1-2024  
Date

**City Council Approval**

Alcohol Permit:  
\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

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





- family friendly

8 police officers



**CITY OF MANDEVILLE**

*Mandeville Trailhead Market*

[FOLLOW](#)

[3101 E CAUSEWAY APPROACH](#)  
[MANDEVILLE, LA 70448](#)  
[+1 985-626-3144](#)

Invoice Number: 06012024

Item 1		\$25.00
<hr/>		
Subtotal		\$25.00
Bank Fee	2.50 %	\$0.63
Order total		\$25.63

**Total paid**      \$ **25** <sup>63</sup>

March 22, 2024 1:23 pm  
Payment ID: 4KSSMT2W7EK2E  
Order ID: G21DQBDR1XJ88

Payment

 VISA 1052	\$25.63
Order amount	\$25.63

[Show Details](#)

PAYMENT ID: 4KSSMT2W7EK2E

View the Privacy Policies for  
[Clover](#)

## City of Mandeville

Kathleen Martinell <[kmartinell@cityofmandeville.com](mailto:kmartinell@cityofmandeville.com)>

Fri 3/22/2024 1:25 PM

To: [info@queernorthshore.com](mailto:info@queernorthshore.com) <[info@queernorthshore.com](mailto:info@queernorthshore.com)>

Cc: Alia Casborne <[ACasborne@cityofmandeville.com](mailto:ACasborne@cityofmandeville.com)>

Note for item or service  
for sp event (June 1st) application fee PRIDE parade on lakefront

Invoice Number

06012024

This is a mail or phone sale (MOTO)

Tip

\$0.00

**Total \$25.63**

**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: La Carreta of Mandeville
2. Legal name(s): Individual, Partners, or Corporation \_\_\_\_\_
3. Apply for: Class "A" \_\_\_\_\_ Class "B" \_\_\_\_\_ / High Content \_\_\_\_\_ Low Content \_\_\_\_\_ / Restaurant
4. Business location address: 1200 E Causeway Approach Mandeville LA 70471  
 Telephone: \_\_\_\_\_
5. Mailing address \_\_\_\_\_
6. Contact Person Alison Rubio or Brent Willis  
 Phone Number \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 Fax Number ( ) \_\_\_\_\_ Web Address: \_\_\_\_\_

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

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

- |    |  |
|----|--|
| A. | <u>Saul Rubio</u> <u>Owner</u> <u>47.5%</u>                        |
|    | <small>Name Title SSN % Owned</small>                              |
|    | <u>382 Oak Hollow Dr Hammond LA 70401</u> <u>(985) 634-3293</u>    |
|    | <small>Resident Address City State Zip Home Phone Number</small>   |
| B. | <u>Alison Rubio</u> <u>Owner</u> <u>47.5%</u>                      |
|    | <small>Name Title SSN % Owned</small>                              |
|    | <u>109 Overlander Ct Mandeville LA 70471</u> <u>(985) 320-9350</u> |
|    | <small>Resident Address City State Zip Home Phone Number</small>   |
| C. | <u>Brent Willis</u> <u>General Manager</u> <u>5%</u>               |
|    | <small>Name Title SSN % Owned</small>                              |
|    | <u>75312 Crestview Hills Loop Covington LA 70471</u>               |
|    | <small>Resident Address City State Zip 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.

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? Yes
12. Has the applicant ever been denied a state or local liquor license? NO
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
13. Is applicant the owner of the premises to be occupied? NO if no, does applicant hold a bona fide written lease? \_\_\_\_\_ (Supply copy of lease with application.)
14. If premises leased, give name and address of lessor. \_\_\_\_\_
15. Describe the part of the building to be occupied by business: Suite 1-4
16. Open date for this location 2/4/2008
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
Restaurant Full service

**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: General Manager  
 Signature of Preparer [Signature] Date: 3/5/2024





DIGITAL ENGINEERING & IMAGING, INC.

March 18, 2024

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

Re: 2022 Roadway & Drainage Maintenance Contract  
City Project No. 700.22.003  
Task Order #5 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 5 of the 2022 Roadway & Drainage Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'John P. Ritchie, Jr.'.

John P. Ritchie, Jr.  
Project Administrator

Enclosure: Creek Construction, LLC  
Certificate of Substantial Completion

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

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

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

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

Task Order 5

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February 28, 2024

Date of Substantial Completion

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

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

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

- Amended Responsibilities       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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

Punch List

---

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:**

All Punch List items pertaining to Task Order 5 have been completed throughout the task order. This includes sidewalk repair, sodding, catch basin replacement, ditch grading, and replacement of driveway culverts.



DIGITAL ENGINEERING & IMAGING, INC.

March 20, 2024

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

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

Dear Mr. LaGrange,

It is our opinion that the current Maintenance Contractor for the above referenced project, Barriere Construction Co., LLC, continue holding the 2022 Asphalt Maintenance Contract and extend the contract period for an additional year, as well as an additional \$1M in lieu of re-advertisement. With the rising costs of construction materials, the existing pricing is favorable to the City. The contractor has agreed to hold his existing pricing.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'John P. Ritchie, Jr.', is positioned above the printed name.

John P. Ritchie, Jr.  
Project Administrator

Enclosure: Change Order #3



**SECTION 00650  
CHANGE ORDER**

**No. 3**

Date of Issuance: 5-30-2024 Effective Date: 6-15-2024

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

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

Description: Extend contract by one (1) calendar year, until 6/15/2025

Description: Increase original contract price and additional \$1,000,000.00.

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

City Engineer Concurrence Letter

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$3,000,000.00

Increase from previously approved Change Order No. 1 & 2:

n/a

Contract Price prior to this Change Order:

\$3,000,000.00

Increase of this Change Order:

\$1,000,000.00

Contract Price incorporating this Change Order:

\$4,000,000.00

Original Contract Time:

(1) calendar year with the option to renew annually, up to three years. Original Expiration Date of 6/15/2023.

Increase in contract time from previously approved Change Order No. 1 & 2:

(1) calendar year with an amended expiration date of 6/15/2024.

Contract Times prior to this Change Order:

(2) calendar years

Increase of this Change Order to Contract Time:

Increase in contract time (1) additional year. New expiration date of 06/15/2025.

Contract Times with all approved Change Orders:

(3) calendar years total (with no further options to renew for additional calendar years per the original contract).

RECOMMENDED:

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

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

ACCEPTED:

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

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

ACCEPTED:

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

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

Budget Amendment #2 Ordinance #24-xx		Current Budget	Proposed Change	Revised Budget	Project Name	Project Number
<u>General Fund</u> Expenditures 70000-49900						
Capital Outlay	10,215,000.00	<u>300,000.00</u> 300,000.00	10,515,000.00	Ravine Au Coquille Watershed Modeling	700.23.003	

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

**RESOLUTION NO. 24-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR UPGRADES TO LIFT STATIONS NO. 42 AND NO. 43, MANDEVILLE CITY PROJECT NO. 212.22.001 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER COMMAND CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville advertised for bids for the Upgrades to Lift Stations No. 42 and No. 43 Project. The Project consists of the following work at the lift stations: remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc., provide new emergency pump out (EPO) with a female camlock connector, EPO must be sized as part of the design, upgrade control panel (if necessary, would prefer SCADA compatibility), upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant, water service to be relocated inside the fence, by-pass pumping of lift station during construction, provide topographic survey of lift station areas, permitting services as required, if requested by the City, provide full time resident inspection services (if requested) during construction;

**WHEREAS** the City received two bids for the Upgrades to Lift Stations No. 42 and No. 43 Project. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

**WHEREAS** Richard Galloway of High Tide Consultants, LLC, as the design professional, has reviewed the bids on the above referenced project. The lowest bidder was Command Construction, LLC. Based upon the Revised Statutes under which the City operates, the design professional recommends awarding the contract to Command Construction, LLC.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the \_\_\_ day of April 2024 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$890,145.00 be accepted from Command Construction, LLC.

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

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

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTIONS:**

and the Resolution was declared adopted this \_\_\_\_ the day of April 2024.

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

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





March 22<sup>nd</sup>, 2024

Ms. RuthAnn Chadwick  
**City of Mandeville**  
3101 East Causeway Approach  
Mandeville, LA 70448

RE: **Lift Station 42 (10<sup>th</sup> St.) and 43 (Beau West) Upgrades**  
**Bid Recommendation Letter**  
**COM # 212.22.001**  
**HTC Project # 21-208**

Ms. RuthAnn,

Please allow this letter to serve as our Bid Recommendation Letter for Lift Station 42 (10<sup>th</sup> St.) & 43 (Beau West) Upgrades project. The bids for this project were opened and publicly read on Wednesday, March 20<sup>th</sup>, 2024. The bids have been checked by High Tide Consultants, LLC (HTC) for accuracy and completeness. The bids have met all the bidding requirements set forth in the bidding documents. Command Construction, LLC was the lowest and responsive bidder, is a currently licensed (active 2024 license documentation attached) contractor in good standing in the State of Louisiana, and has the appropriate license classifications (Heavy Construction) for this project. Pending sufficient funds by the City of Mandeville, HTC recommends the award of the contract to Command Construction, LLC.

Sincerely,

High Tide Consultants, LLC

Richard C. Galloway, PE

Louisiana State Licensing Board for Contractors

**Contractor Information**

**Business Name** COMMAND CONSTRUCTION, L.L.C.  
**Mailing Address** 68445 James Street  
MANDEVILLE, LA 70471  
**Phone Number** (504) 887-8795  
**Fax Number** (504) 887-8906  
**Email Address** kelly@commandindustries.com  
**Website** http://

**Active Licenses**

**License Number** 40038  
**Type** Commercial License  
**Status** LICENSED  
**Effective** 02/07/2024  
**Expiration** 02/21/2025  
**First Issued** 02/21/2002

**Classifications**

**Class**

BUILDING CONSTRUCTION  
HEAVY CONSTRUCTION  
HIGHWAY, STREET AND BRIDGE CONSTRUCTION  
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

**Qualifying Party**

Derek John Commander  
Derek John Commander  
Derek John Commander  
Derek John Commander



CERTIFIED BID TABULATION: Lift Station 42 (10th St) & 43 (Beau West) Upgrades								
Item No.	Item	Unit	Quantity	Command Construction, LLC		Gottfried Construction, LLC		
				Unit Price	Line Total	Unit Price	Line Total	
101	MOBILIZATION	LS	1	\$45,000.00	\$45,000.00	\$99,000.00	\$99,000.00	
102	SITE CONDITION VIDEO SURVEY	LS	1	\$10,000.00	\$10,000.00	\$2,100.00	\$2,100.00	
103	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$4,700.00	\$4,700.00	
104	DEMOLITION	LS	1	\$75,000.00	\$75,000.00	\$38,500.00	\$38,500.00	
105	REMOVAL OF DRAIN PIPE	LF	20	\$50.00	\$1,000.00	\$150.00	\$3,000.00	
106	REMOVAL OF CATCH BASIN	EA	1	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00	
107	ELECTRICAL SERVICE UPGRADE TO 3 PHASE	LS	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	
108	MODIFICATION OF EXIST. SEWER MANHOLES - COAT INTERIOR	EA	3	\$4,500.00	\$13,500.00	\$3,300.00	\$9,900.00	
109	DOGHOUSE SEWER MANHOLE	LS	1	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00	
110	4" DIA. C-900 PVC SFM (GREEN)	LF	25	\$200.00	\$5,000.00	\$340.00	\$8,500.00	
111	4" DIA. MJ SLEEVE COUPLING - DI TO PVC	EA	2	\$2,000.00	\$4,000.00	\$7,000.00	\$14,000.00	
112	CONNECTION TO EXIST. SFM	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	
113	TEMPORARY BY-PASS PUMP SYSTEM	LS	1	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00	
114	LIFT STATION #42 REHABILITATION	LS	1	\$215,000.00	\$215,000.00	\$163,500.00	\$163,500.00	
115	LIFT STATION #43 REHABILITATION	LS	1	\$215,000.00	\$215,000.00	\$157,000.00	\$157,000.00	
116	EPO STATION	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	
117	4' STEEL BOLLARD	EA	2	\$2,000.00	\$4,000.00	\$700.00	\$1,400.00	
118	6" THICK PORTLAND CEMENT CONCRETE PAVEMENT	SY	21	\$150.00	\$3,150.00	\$190.00	\$3,990.00	
119	8" THICK PORTLAND CEMENT CONCRETE PAVEMENT	SY	5	\$200.00	\$1,000.00	\$360.00	\$1,800.00	
120	6" THICK AGGREGATE SURFACE COURSE	SY	16	\$150.00	\$2,400.00	\$110.00	\$1,760.00	
121	18" SIDE DRAIN PIPE	LF	20	\$200.00	\$4,000.00	\$200.00	\$4,000.00	
122	CATCH BASIN (CB-01)	EA	1	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	
123	SITE RESTORATION	LS	1	\$10,000.00	\$10,000.00	\$2,800.00	\$2,800.00	
124	LIFT STATION #42 CONTROL PANEL	LS	1	\$75,000.00	\$75,000.00	\$146,500.00	\$146,500.00	
125	LIFT STATION #43 CONTROL PANEL	LS	1	\$75,000.00	\$75,000.00	\$146,500.00	\$146,500.00	
126	WOODEN FENCE WITH DOUBLE SWING GATE	LF	60	\$150.00	\$9,000.00	\$150.00	\$9,000.00	
127	SILT FENCE	LF	95	\$1.00	\$95.00	\$10.00	\$950.00	
128	DEAD STREET SIGNAGE	LS	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	
			<b>TOTAL</b>		<b>\$890,145.00</b>		<b>\$980,200.00</b>	

**NOTES:**

- 1) The Engineer's Opinion for Probable Construction Cost was \$790,652.50.
- 2) Command Construction, LLC is the lowest responsive bidder.

CERTIFIED CORRECT:  3/22/24  
 Richard C. Galloway, PE



3/22/2024



**SECTION 00520  
AGREEMENT**

THIS AGREEMENT is by and between City of Mandeville (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: rehabilitation and upgrades to Lift Station Nos. 42 & 43. The Work may include but is not limited to removal and disposal of discharge piping, removal and replacement of check and gate valves, removal and disposal of stormwater drainage system, installation of new emergency pump out (EPO), rehabilitation of existing sewer manholes, temporary by-pass pumping, replacement of existing pumps, replacement of existing control panels, upgrades to electrical service, drainage improvements, Portland cement concrete pavement, base preparation, saw cutting, crack and joint sealing, aggregate surface course, street signage, and replacement of wooden fence. The total value of this contract will not exceed \$1,000,000. No minimum value is guaranteed.

**ARTICLE 2 – PROJECT**

2.01 The Project for which the Work under Contract Documents may be the whole or only a part is generally described as follows:

**Lift Station 42 (10<sup>th</sup> St.) & 43 (Beau West) Upgrades**

**C.O.M. Project No. 212.22.001**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by High Tide Consultants, LLC. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestone, if any, Substantial Completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence of the Contract.



4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with Contract Times in Paragraph 4.02 above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:
1. Extended architectural and/or engineering fees \$265.00/day;
  2. Extended Resident Project Representative fees \$421.00/day;
  3. Extended construction management fees \$322.00/day;
  4. Extended OWNER'S overhead and personnel expenses \$265.00/day; and
  5. Owner's other costs directly related to the delay in completion beyond the Contract Times.

Contractor agrees and consents that the additional liquidated damages may be deducted from progress payments payable to Contractor pursuant to the Contract Documents and that the Contractor shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unity price (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed under each task order.
  - B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. Retainage: 10% Task Orders \$0 - \$499,999  
5% Task Orders \$500,000 and over
    - b. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - c. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed as applicable, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.
- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

**ARTICLE 7 – RESERVED.**

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-9, inclusive).
  - 2. Performance bond (pages 00610-1 to 00610-2, inclusive).
  - 3. Payment bond (pages 00610-3 to 00610-5, inclusive).
  - 4. General Conditions (pages 00700-1 to 00700-61, inclusive).
  - 5. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Typical detail drawings with each sheet bearing the following general title: CITY OF MANDEVILLE - LIFT STATION 42 (10<sup>TH</sup> ST.) & 43 (BEAU WEST) UPGRADES
  - 8. Addenda
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.



- b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

#### 10.07 *Governing Law, Venue, and Attorney’s Fees*

- A. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. In the event of dispute hereunder, all matters shall be exclusively heard in the 22nd Judicial District Court, St. Tammany Parish, Louisiana with the prevailing party being entitled to the recovery of reasonable attorney's fees and costs from the non prevailing party after final and non-appealable judgment.

#### 10.08 *Fiscal Funding*

- A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City of Mandeville. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by any means provided in the appropriations act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

- A. Contractor shall be responsible for all taxes arising out of or related to this Contract and obtain all licenses and permits necessary for the performance of this Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Mandeville

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

Title: Mayor

Attest: \_\_\_\_\_

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

Address for giving notices:

High Tide Consultants, LLC

409 W 21<sup>st</sup> Ave – Suite B

Covington, LA 70433

CONTRACTOR

\_\_\_\_\_

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

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

\_\_\_\_\_



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

**RESOLUTION NO. 24-14**

**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 COMPLIANCE ENVIROSYSTEMS, LLC FOR THE SANITARY  
SEWER EVALUATION STUDY PROJECT AND PROVIDING FOR OTHER  
MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Professional Services Agreement with Compliance EnviroSystems, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Sanitary Sewer Evaluation Study and has been in effect since May 23, 2021; and

**WHEREAS**, the May 23, 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**, the Amendment contemplates an additional one- year extension to the term of the agreement, resulting in the extension of the contract until May 23, 2025;

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to extend the contract until May 23, 2025.

**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 May 23, 2021 Professional Services Agreement with Compliance EnviroSystems, LLC, as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Sanitary Sewer Evaluation Study Project.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

---

**Kristine Scherer**  
Clerk of Council

---

**Jason Zuckerman**  
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

April 1, 2024

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

Re: Sanitary Sewer Evaluation Study  
City Project No. 212.21.004  
Amendment No. 1

Dear Mr. LaGrange,

It is our opinion that it would be beneficial for the city to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Sanitary Sewer Evaluation and Rehabilitation.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'John P. Ritchie, Jr.', is written over the printed name.

John P. Ritchie, Jr.  
Project Administrator

Enclosure: Amendment No. 1

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MANDEVILLE  
AND  
COMPLIANCE ENVIROSYSTEMS, LLC  
SANITARY SEWER EVALUATION & REHABILITATION SERVICES**

**THIS FIRST AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Compliance EnviroSystems, LLC, represented by Joshua T. Hardy, P.E., Vice President, (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 May 23, 2021 (the “**Agreement**”) to provide professional services for the evaluation and rehabilitation of the City of Mandeville sanitary sewer systems as specified by the Department of Public Works;

**WHEREAS**, the Original Agreement has a duration of three (3) years from the Effective Date of May 23, 2021; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Sanitary Sewer Evaluation and Rehabilitation (the “**Project**”);

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

A. **SERVICES**: The following professional services are added to the Consultant Scope of Work for the **Sanitary Sewer Evaluation and Rehabilitation Services**:

1. None.

B. **COMPENSATION**:

1. **Fees Added for Sanitary Sewer Evaluation and Rehabilitation Project.**  
No fees are added to the Consultant’s compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$1,000,000.00**. 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 one (1) additional year from the end of the original contract date (05/23/2024) to a new date of 05/23/2025.

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

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

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

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

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



**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_  
**CLAY MADDEN, MAYOR**

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

**FORM AND LEGALITY APPROVED:**  
**Law Department**

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

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

**COMPLIANCE ENVIROSYSTEMS, LLC**

**BY:** \_\_\_\_\_  
**JOSHUA T. HARDY, P.E., VICE PRESIDENT**  
**CORPORATE TAX I.D.** \_\_\_\_\_

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

**RESOLUTION NO. 24-15**

**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, INC. FOR THE MANDEVILLE  
LAKEFRONT WETLANDS RESTORATION PROJECT AND PROVIDING FOR  
OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Professional Services Agreement with Neel-Schaffer, Inc. (“Consultant”), through which Consultant provides professional engineering services to the City for the Mandeville Lakefront Wetlands Restoration Project and has been in effect since April 14, 2021; and

**WHEREAS**, the April 14, 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. 3 to the Agreement, which is also attached hereto; and

**WHEREAS**, the Agreement was to update plans and specifications and perform bidding, construction administration, and inspection services to restore the wetlands at the Galvez Outfall as specified by the Department of Public Works;

**WHEREAS**, the Agreement had a two year term commencing on April 14, 2021 that was extended for one additional year from the original contract expiration date of April 14, 2023 to a new expiration date of April 14, 2024, and the City and Council now desire to further amend the Agreement to add one additional year from the end of the previously amended expiration date to a new expiration date of April 14, 2025 due to scope revisions and grant opportunities as requested by the City; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to extend the Agreement by one year;

**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 April 14, 2021 Professional Services Agreement with Neel-Schaffer, Inc., as set forth in Amendment No. 3 to the Professional Services Agreement to extend the term of the Agreement until April 14, 2025.

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

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

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

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

April 1, 2024

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

Re: Lakefront Wetlands Restoration Project  
City Project No. 100.21.001  
Amendment No. 3

Dear Mr. LaGrange,

It is our opinion that it would be beneficial for the city to further amend the Agreement to add one (1) additional year from the end of the previously amended expiration date (04/14/2024) to a new date of 04/14/2025 due to scope revisions and grant opportunities.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'John P. Ritchie, Jr.'.

John P. Ritchie, Jr.  
Project Administrator

Enclosure: Amendment No.3

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MANDEVILLE  
AND  
NEEL-SCHAFFER, INC.  
MANDEVILLE LAKEFRONT WETLANDS  
RESEOTORATION PROJECT**

**THIS THIRD 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 April 14, 2021 (the “**Agreement**”) to update plans and specifications and perform bidding, construction administration, and inspection services to restore the wetlands at the Galvez Outfall and construct a pedestrian path between Lakeshore Drive and Sunset Point Park as specified by the Department of Public Works;

**WHEREAS**, the Original Agreement had a duration of (2) years from the Effective Date of April 14, 2021, that was then extended by Amendment No. 2 for (1) additional year from the original contract expiration date of April 14, 2023, to a new expiration date of April 14, 2024; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Mandeville Lakefront Wetlands Restoration Project;

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

- A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Lakefront Wetlands Restoration Project**:
1. None.



**B. COMPENSATION:**

1. **Fees Added for Lakefront Wetlands Restoration Project.** No fees are added to the Consultant's compensation for the services in the Agreement.
2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$369,391.00**. 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 one (1) additional year from the end of the previously amended expiration date (04/14/2024) to a new date of 04/14/2025 due to scope revisions as requested by the City.

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

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

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

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

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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_  
**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**FORM AND LEGALITY APPROVED:**  
**Law Department**

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

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

**NEEL-SCHAFFER, INC.**

**BY:** \_\_\_\_\_  
**WILLIAM D. LANCASTER, VICE-PRESIDENT**

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

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER ZUCKERMAN, AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**Resolution No. 24-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING TRAVEL EXPENSES FOR MAYOR CLAY MADDEN TO ATTEND THE 2024 NATIONAL PLANNING CONFERENCE IN MINNEAPOLIS, MINNESOTA FROM APRIL 13 - 16, 2024 AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, On September 11, 2008 the Mandeville City Council approved Ordinance No.08-37, revised through Ordinance 13-02, which adopted travel policies for all City of Mandeville employees, non- classified employees, and elected officials; and

**WHEREAS**, Section “H”, General Specifications, Department Policies, of the Travel Policy requires that out-of-state travel expenses for any member of the City Council or any member of standing boards and/or commissions of the City be authorized by resolution of the City Council in a public meeting; and

**WHEREAS**, Mayor Clay Madden desires to attend the 2024 National Planning Conference in Minneapolis, Minnesota, from April 13 - 16, 2024.

**WHEREAS**, Travel expenses include hotel, conference registration fees and airfare.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Mandeville in regular session assembled on the day of April 11, 2024, that the travel expenses be authorized and approved for Mayor Clay Madden to attend the 2024 National Planning Conference in Minneapolis, Minnesota, from April 13 - 16, 2024.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

And the resolution was declared adopted this \_\_\_\_ day of April, 2024

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

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

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

**ORDINANCE NO. 24-08**

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO  
AMEND ORDINANCE NUMBER 23-17, THE CAPITAL BUDGET OF THE CITY OF  
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

**WHEREAS**, an amendment to the Capital Budget adopted for fiscal year 2023-2024, Ordinance Number 23-17 is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2023-2024 City of Mandeville Capital Budget; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-17, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Capital Budget.

**BE IT FURTHER ORDAINED**, that in all other respects the 2023-2024 Capital Budget adopted shall remain in full force and effect.

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

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

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

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

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

Budget Amendment #2 Ordinance #24-xx		Current Budget	Proposed Change	Revised Budget	Project Name	Project Number
<u>General Fund</u> Expenditures						
70000-49900	Capital Outlay	10,215,000.00	<u>300,000.00</u> 300,000.00	10,515,000.00	Ravine Au Coquille Watershed Modeling	700.23.003