

ORD 25-08

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER
ZUCKERMAN; MOVED BY COUNCIL MEMBER _____, SECONDED
BY COUNCIL MEMBER _____**

ORDINANCE NO. 25-08

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 24-22, THE OPERATING 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 2024-2025, Ordinance Number 24-22, is required due to errors in Exhibit C of the original budget ordinance, which did not reflect the increased salaries that were included in the actual budget line item; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-22, is hereby amended to include the revised Exhibit C as set forth in the attached Exhibit “1”, incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2024-2025 Operating 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 _____, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Exhibit C

Position and Salary Table

Job Title	Department	Count	Wages Total	Benefits Total	Additional Pay Total	Total
Accountant, Finance	General Government	1	61,341	57,629	1,380	120,350
Accounting Specialist	General Government	1	42,456	30,163	955	73,575
Assistant Chief	Police	1	134,890	96,554	8,920	240,364
Assistant Superintendent - Operations/Maintenance	Street	3	256,491	178,245	13,325	448,061
Assistant Superintendent - Sewer	Sewer Department	1	80,264	47,460	4,816	132,540
Assistant Superintendent - Water	Water Department	1	75,642	45,444	6,051	127,137
Building Official	General Government	1	91,289	71,194	0	162,483
Captain	Police	2	233,578	187,150	62,010	482,738
Clerk I, Data Entry Clerk	Sewer Department	1	48,428	41,486	2,906	92,820
Clerk I, Mailroom Clerk	General Government	1	32,956	32,499	742	66,196
Clerk I, Receptionist	General Government	2	75,308	74,480	1,694	151,482
Clerk I, Receptionist	Street	1	32,560	41,948	1,628	76,136
Clerk II, Accounts Payable/Purchasing	General Government	1	42,552	38,961	957	82,470
Clerk II, City Clerk	General Government	1	47,218	32,345	1,062	80,626
Clerk II, City Court	General Government	1	43,859	49,618	987	94,464
Clerk II, Cultural Development	General Government	1	35,363	43,164	796	79,322
Clerk II, Utility Billing	Water Department	2	78,945	63,721	6,316	148,982
Clerk, Community Center	General Government	1	38,978	2,982	0	41,960
Clerk, Evidence	Police	2	130,030	130,363	23,387	283,780
Clerk, Police	Police	1	47,306	42,167	7,805	97,278
Community Center Coordinator	General Government	1	53,607	54,085	1,206	108,898
Council Clerk	General Government	1	78,432	55,780	0	134,212
Cultural Development Director	General Government	1	110,812	70,561	0	181,373
Dispatch Supervisor	Police	1	81,097	66,299	17,559	164,955
Dispatcher	Police	8	444,687	368,289	77,737	890,713
Electrical Technician	Street	1	79,869	48,005	3,993	131,868
Engineering Assistant	Street	1	104,838	78,465	6,742	190,045
Equipment Operator, Sewer	Sewer Department	1	63,709	58,896	3,823	126,428
Equipment Operator, Street	Street	4	231,582	172,930	11,579	416,092
Equipment Operator, Water	Water Department	1	60,544	47,726	4,843	113,113
Executive Secretary	General Government	1	83,527	67,651	0	151,178
Field Representative	Street	1	55,483	55,061	2,774	113,318
Finance Director	General Government	1	123,840	86,054	0	209,894
Human Resources Assistant	Police	1	27,799	2,127	0	29,926
Human Resources Director	Police	1	120,472	74,153	0	194,625
Lieutenant	Police	6	520,324	459,678	146,433	1,126,435
Maintenance Worker I Streets	Street	4	150,336	139,571	7,517	297,424
Maintenance Worker I, Sewer	Sewer Department	2	42,202	52,187	2,532	96,922
Maintenance Worker I, Water	Water Department	2	110,492	105,447	8,100	224,039
Maintenance Worker II Building & Grounds	Street	4	175,592	171,283	8,780	355,655
Maintenance Worker II, Water	Water Department	2	79,040	90,486	6,323	175,849
Maintenance Worker II, Sewer	Sewer Department	2	87,315	80,232	5,239	172,785
Mayor	General Government	1	140,000	76,865	6,000	227,345
Officer	Police	28	1,645,984	1,630,618	471,967	3,748,570
Permit Coordinator	General Government	1	46,745	41,395	1,052	89,191
Planner I/CFM	General Government	1	49,579	33,169	1,116	83,863
Planner I/GIS Administrator	General Government	1	71,271	62,179	1,604	135,054
Planner I/Landscape	General Government	1	59,675	54,305	1,343	115,323
Planner II	General Government	1	70,283	51,362	1,581	123,226
Planning & Development Director	General Government	1	112,706	61,901	0	174,606
Planning Technician	General Government	1	44,647	30,909	1,005	76,560
Plant Operator, Sewer	Sewer Department	1	72,203	62,813	4,332	139,349
Plant Operator, Water	Water Department	1	55,348	36,056	4,428	95,832
Police Chief	Police	1	124,604	69,322	3,040	196,966
Public Works Director	Water Department	1	149,114	87,227	0	236,341
Purchasing Agent	General Government	1	59,234	46,605	1,333	107,171
Secretary, Police	Police	1	66,101	66,426	12,771	145,298
Secretary, Public Works	Street	1	50,349	42,450	4,028	96,827
Sergeant	Police	6	455,279	413,552	135,049	1,003,879
Sr. Accountant	General Government	1	94,058	69,897	0	163,955
Student Worker, Clerk	General Government	1	12,782	0	0	12,782
Superintendent - Buildings/Grounds	Street	1	120,036	76,372	8,502	204,909
Superintendent - Utilities	Water Department	1	86,654	50,797	6,932	144,382
Total		126	8,101,703	6,776,757	1,126,999	16,009,939

ORD 25-10

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER
ZUCKERMAN; MOTIONED FOR ADOPTION BY COUNCIL MEMBER
_____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____**

ORDINANCE NO. 25-10

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NO. 24-23, THE CAPITAL BUDGET OF THE CITY OF
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH.**

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

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2024-2025, Ordinance Number 24-23, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2024-2023 City of Mandeville Capital Budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-23, is hereby amended to include the budget amendments as set forth on the attached Exhibit A – FY 2025 Budget Amendment #7, Harbor Gazebo, incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2024-2025 Capital Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this _____ day of _____, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

FY 2025 Budget Amendment #7
Capital Budget
Exhibit A

		Project Number	Project Name	Current Year Budget	Proposed Change	Revised Current Year Budget	Prior Year Appropriations	Total Project Budget Appropriations	Funding Source
<u>GENERAL GOVERNMENT</u>									
<i>Expenditures</i>									
10100-88000	Capital Outlay	100.23.002	Harbor Gazebo Improvements	100,000	46,500	146,500	428,500	575,000	General Fund



INTEROFFICE MEMO

TO: Alicia Watts
Elizabeth Sconzert

FROM: Alia Casborné

DATE: March 28, 2025

SUBJECT: Special Events Application Recommendations

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

La Carreta of Mandeville

Applicant: Brent Willis

Cinco de Mayo – Liquor Permit

Date/Time: Monday, May 5, 2025– 6:00 PM -9:00 PM

Rain Date: N/A

Location: La Carreta (1200 W. Causeway Approach) – Private Property

Approval Requests:

- Council Approval to apply for ATC Alcohol Permit

Contingences:

- ATC Permit
- Coordination with MPD for detail

Georges Mexican Restaurant

Applicant: Brent Willis

Cinco de Mayo – Liquor Permit

Date/Time: Monday, May 5, 2025– 5:30 PM -9:00 PM

Rain Date: N/A

Location: Georges Restaurant (1461 North Causeway) – Private Property

Approval Requests:

- Council Approval to apply for ATC Alcohol Permit

Contingences:

- ATC Permit
- Coordination with MPD for detail

Our Lady of the Lake

Applicant: Fr. Douglass Busch

Eucharistic Procession

Date/Time: Sunday, June 22, 2025 - 1:00 PM

Rain Date: NA

Location: OLL/Lafitte St/Lakeshore/Carroll/Jefferson (See Map)

Approval Requests:

- Approval of Procession Map

Contingencies:

- Approval of Procession Map
- Marshals positioned at each intersection

Attachments

LA CARRETA

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



acasborne@cityofmandeville.com
Telephone: (985) 624-3147
Fax: (985) 624-3149

Mayor Clay Madden

PRIVATE PROPERTY/SPECIAL EVENT ALCOHOL REQUEST

Name of Applicant Robert Willis Date: 3/19/25
Mailing Address 1200 W. Causeway Approach
City Mandeville State LA Zip 70477
Daytime Phone # (985) 276-0779 Cell Phone # _____
E-Mail _____

Event Location: La Carretto Mandeville, LA

Date of Event: 5 / 5 / 25 Start Time: 11:00 am End Time: 6:00 - 9:00 pm

Type of Event: Cinco de Mayo Est. Attendance ~

- ☐ Copy of Lease/Letter
☒ Copy of Site Map

Event Details (if applicable): Cinco de Mayo celebration on the
patio & inside with amplified music. Will secure
police detail.

I certify the above information is true and correct to the best of my knowledge. I understand that the City of Mandeville is authorized to suspend or revoke a permit under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation of any of the provisions of the City of Mandeville Municipal Code, or the Comprehensive Zoning Ordinance. Fines and penalties will be assessed.

Applicant Signature: On file Date: _____



MANDEVILLE POLICE DEPARTMENT

Special Event Addendum

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

1. Beginning and end time of event: 11:00 a.m.-
2. Location of event: La Carretta (1200 W. Causeway Approach)
3. Will the event take place on a public roadway? YES ☒ NO
4. Are you requesting public streets be blocked off? YES ☒ NO
5. Are you requesting that Police be present during the event? YES ☒ NO
6. Are you paying for a Police detail? YES ☒ NO
7. If you answered yes to number 6, how many officers? _____
8. Name and contact number of Event official?
Brent Willis- 985-276-0779
9. Will alcoholic beverages be present? YES ☒ NO
10. Expected number of people at event? ± 300 throughout the day



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 3/19/25

Certificate of Insurance? YES _____ NO _____

DEPARTMENTAL EXPENSES

INITIALS

Police Department \$400

AD

Fire District #4 _____

Public Works _____

TOTAL COSTS _____

Recommendation of Special Events Committee:

2 police officers

Approved:

L. Cleff Madden
Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

____ Yes _____ No

Date Approved: _____

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

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

1. Liquor license to be issued to: La Carreta of Mandeville
2. Legal name(s): Individual, Partners, or Corporation La Carreta of Mandeville LLC
3. Apply for: Class "A" ☒ Class "B" ☐ / High Content ☒ Low Content ☒ / Restaurant ☒
4. Business location address: [REDACTED]
Telephone: [REDACTED]
5. Mailing address: [REDACTED]
6. Contact Person: Brent Willis
Phone Number: [REDACTED] 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.	Name	<u>Saul Rubio</u>	Title	<u>Owner</u>	SSN	[REDACTED]	% Owned	[REDACTED]
	Resident Address	[REDACTED]		City State Zip	[REDACTED]		Home Phone Number	[REDACTED]
B.	Name	<u>Alison Rubio</u>	Title	<u>Owner</u>	SSN	[REDACTED]	<u>47.5%</u>	
	Resident Address	[REDACTED]		City State Zip	[REDACTED]		Home Phone Number	[REDACTED]
C.	Name	<u>Brent Willis</u>	Title	<u>General Manager</u>	SSN	[REDACTED]	<u>5%</u>	
	Resident Address	[REDACTED]		City State Zip	[REDACTED]		Home Phone Number	[REDACTED]
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 State 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? Yes (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. Richards Collection Realty, LLC
15. Describe the part of the building to be occupied by business: _____
16. Open date for this location Monday May 5th
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Full Service Restaurant

4436 Veterans
Memorial Blvd
Metairie, LA
70006

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 _____ Date _____

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: X

NOT APPROVED: _____

- ☐ Delinquent
- ☐ No information available
- ☐ Other _____

SIGNED: DEPUTY B VAZQUEZ DATE: 03/18/2025

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**



March 17, 2025

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, Monday, May 5, 2025

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 5th, 2025 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



Entrance

Exit

Parking Lot



Restroom

Dumpster

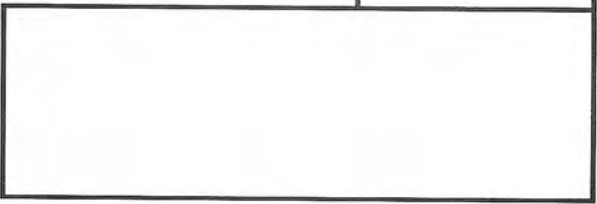
Closed Parking Lot for Cinco de Mayo Event

Stage
for
Live
Music

20x20 Tent for Guest

Outside Bar

Sysco Truck



GEORGES

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



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group George's Mexican Restaurant Inc
Name of Authorized Representative Elga Guevara Non-Profit/Tax-Exempt # _____
Mailing Address 1461 North Causeway Blvd
City Mandeville State La Zip 70471
Applicant Phone # 985-807-7109 Alt. Phone # _____
E-Mail Elgaguevara@gmail.com Application Fee Paid? ☒ YES ☐ NO

Name of Event: Cinco de Mayo
Date(s) of Event: Day 1 Date 05 / 4 / 25 Time 5:30-9:30 Rain Dates(s) _____
Event Location: 1461 North Causeway Blvd, Mandeville, LA 70448
Type of Event: ☐ New ☒ Recurring
☐ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Mexican Celebration Estimated Attendance 200

EVENT DETAILS - Check all that apply:

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

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



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

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

INSURANCE/INDEMNITY

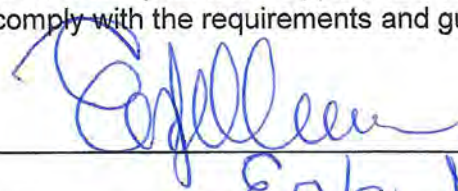
The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. Please indicate if you have obtained the required liability insurance for this event. If so, is a copy included with this application? __YES __NO

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

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

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

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

Signature 
Printed Name Egle M Guevara
Organization George's Mexican Restaurant
Title of Office President Date 3/12/2025

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



SPECIAL EVENTS DEPARTMENT USE ONLY

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

☒ Fee received Date 3/11/25

Certificate of Insurance? YES _____ NO _____

DEPARTMENTAL EXPENSES

INITIALS

Police Department _____

Fire District #4 _____

Public Works _____

TOTAL COSTS _____

Recommendation of Special Events Committee:

Approved:

Lo. Clay Madden
Mayor Clay Madden

3-26-25
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

Special Event Addendum

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

1. Beginning and end time of event: 5/4/2025 6-9pm
2. Location of event: Georgie's Mexican Restaurant
3. Will the event take place on a public roadway? YES ☐ NO ☒
4. Are you requesting public streets be blocked off? YES ☐ NO ☒
5. Are you requesting that Police be present during the event? YES ☒ NO ☐
6. Are you paying for a Police detail? YES ☒ NO ☐
7. If you answered yes to number 6, how many officers? 2
8. Name and contact number of Event official?

9. Will alcoholic beverages be present? YES ☒ NO ☐

10. Expected number of people at event? 200

Please return completed form to Asst Chief Ron Ruple.

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: George's Mexican Restaurant Corp.
2. Legal name(s): Individual, Partners, or Corporation _____
3. Apply for: Class "A" ☒ Class "B" ☐ / High Content ☐ Low Content ☐ / Restaurant ☐
4. Business location address 1461 North Causeway Blvd Mandeville
Telephone (985) 626-4342
5. Mailing address: _____
6. Contact Person Egla M Guevara
Phone Number _____ Mail Address: Elgaguerq@gmail.com
Fax Number 985-624-5397 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".
Egla M Guevara - President
A. Name _____ Title _____
Resident Address _____ City State Zip _____ Home Phone Number _____
B. Name _____ Title _____ SSN _____ % Owned _____
Resident Address _____ City State Zip _____ Home Phone Number _____
C. Name _____ Title _____ SSN _____ % Owned _____
Resident Address _____ City State Zip _____ Home Phone Number _____
License # _____
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? Yes If yes, list George's Mexican Restaurant
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 lesser. _____
15. Describe the part of the building to be occupied by business: _____
16. Open date for this location _____
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform: _____

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

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

Signature of Applicant _____

Title: President

Signature of Preparer _____

Date _____



1461 N. Causeway Blvd. • Mandeville, LA 70471
985.626.4342 • Fax 985.624.5397
www.GeorgesMexicanRestaurant.com

3/11/2025

I, Danny Ulfer, give permission
to George's Mexican Restaurant
located at 1461 North Causeway
Blvd to celebrate May 4th 2025

EUCCHARISTIC PROCESSION

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of the Lake Catholic Church
Name of Authorized Representative Fr. Douglas Busch Non-Profit/Tax-Exempt # 72-0423650
Mailing Address 312 Lafitte St.
City Mandeville State LA Zip 70068 5827
Applicant Phone # 985-626-5671 Alt. Phone # _____
E-Mail OLL@ollparish.info Application Fee Paid? * YES NO

Name of Event: OLL Eucharistic Procession
Date(s) of Event: Day Sunday Date 06/22/25 Time 1:00 Rain Dates(s) _____
Event Location: OLL/Lafitte St./Lakeshore Dr./Carroll St./Jefferson St.

Type of Event: ☐ New ☒ Recurring
☐ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Eucharistic Procession Estimated Attendance 150-200

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



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

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

INSURANCE/INDEMNITY

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

.....

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

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

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

Signed By: _____

Printed Name: _____

F. Douglas Busch

Organization Represented: _____

Our Lady of the Lake Catholic Church

Office Held _____

Pastor

Date _____

03/10/2025

Please email completed application to acasborne@cityofmandeville.com.

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



SPECIAL EVENTS DEPARTMENT USE ONLY

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

☒ Fee received Date 3/15/25

Certificate of Insurance? YES _____ NO _____

DEPARTMENTAL EXPENSES

INITIALS

Police Department N/A

—

Fire District #4 N/A

—

Public Works N/A

—

TOTAL COSTS Ø

Recommendation of Special Events Committee:

No police required. Marshals on each intersection

Approved:

L. Clay Madden
Mayor Clay Madden

3-26-2025
Date

City Council Approval

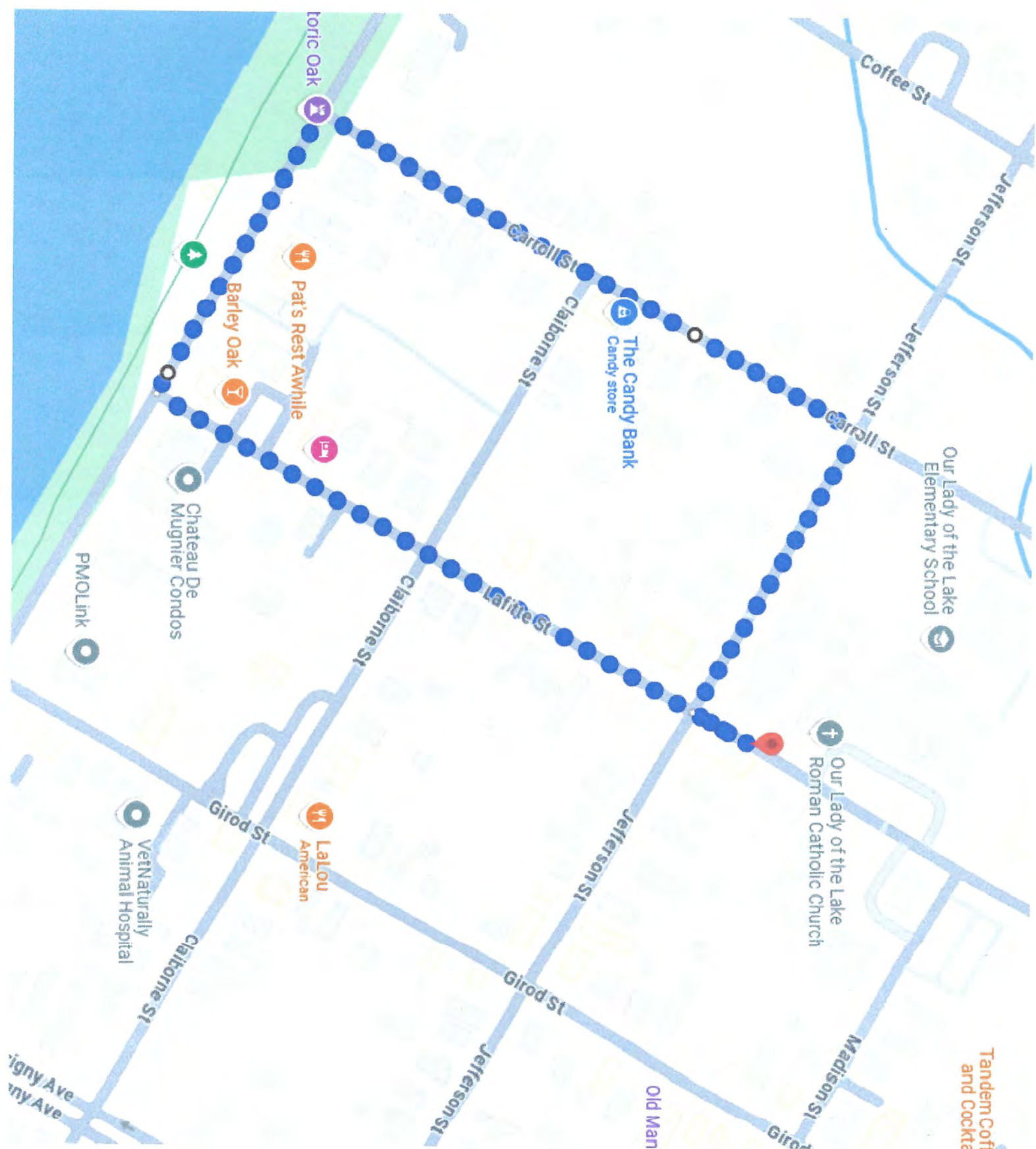
Alcohol Permit:

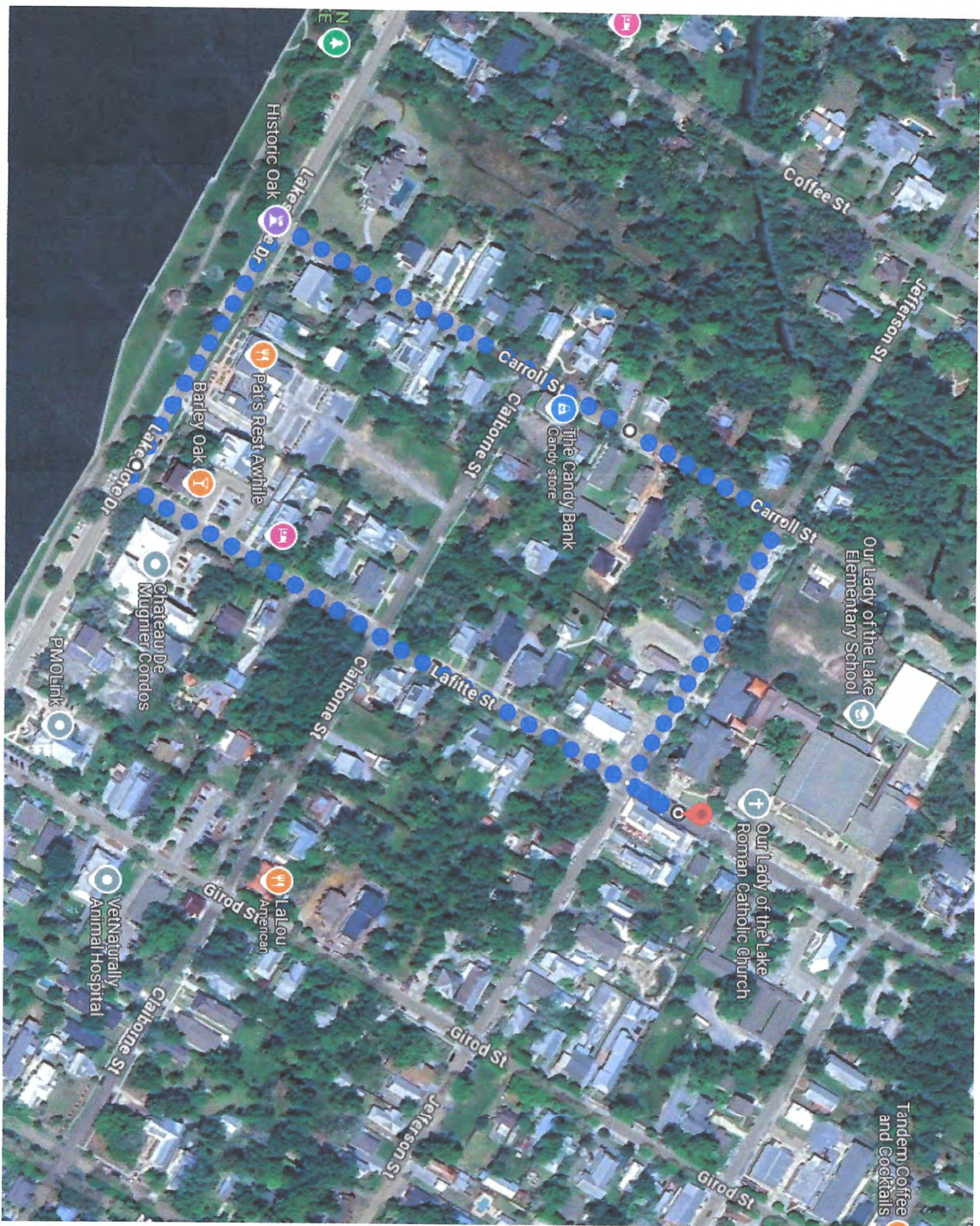
_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

Tandem Coff
and Cockt





Res 25-10

***THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON;
MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED
FOR ADOPTION BY COUNCIL MEMBER _____***

RESOLUTION NO. 25-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REGARDING
RECOMMENDATIONS BY THE PARKS AND PARKWAYS COMMISSION ON TOPICS
IDENTIFIED AS PRIORITY CONCERNS TO BE ADDRESSED THROUGHOUT THE CITY OF
MANDEVILLE**

WHEREAS, the Parks and Parkways Commission serves as the Official Tree Board of the City of Mandeville and the Commission's authority and duties include such items as to study the urban forest including problems and opportunities involving the city tree population, and determine tree related needs of the community; and

WHEREAS, the Purpose and Intent of Section 9.2 Landscape Regulations is to preserve the existing natural vegetation and encourage the incorporation of plant materials, especially native plants, plant communities and ecosystems into landscape design, where possible; and

WHEREAS, the Parks and Parkways Commission is concerned about the continued loss of trees throughout the City which affects the urban forest canopy; and

WHEREAS, the Parks and Parkways Commission believes that additional regulation is needed to help reduce future damages to the urban canopy and landscape throughout the City of Mandeville; and

NOW, THEREFORE, BE IT RESOLVED that the Parks and Parkways Commission of the City of Mandeville propose four key areas as critical initiatives for closer examination of the regulatory targets, language and enforcement mechanisms within and related to CLURO across all zoning classifications

1. Strengthen Natural Landscape Protections by:
 - a. Increasing the percentage of native trees protected in all zoning classes.
 - b. Encourage greater native tree preservation by expanding the definition of "native tree" beyond Live Oak (*Quercus virginiana*).
 - c. Define the use of green infrastructure in the landscape code.
2. Complete a review of native landscapes, remnant urban forest canopy cover, soils and terrain with all necessary amendments defined and incorporated.
 - a. Create changes to CLURO Section 9.2 that recognize the importance of our native soils to our urban forest canopy AND to water management/flood control.
 - b. Create easily accessible educational programs and tools to inform residents and developers about the value of our native soils to the total ecosystem.
3. Amend section 9.2.3 in the CLURO to add a definition of Green Infrastructure
 - a. Educate and incentivize Green Infrastructure as an instrument and a target of remediation.

4. Continue a program of Land Acquisition with a goal of removal of lands from commerce to persevere a minimum percentage of natural urban forest and vegetated corridors across the community to support:
 - a. Water Management
 - b. Protection of Fragile Ecosystems
 - c. Community Enhancement
 - d. Public Access

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council for the City of Mandeville hereby approves and supports this initiative recommended by the Parks and Parkways Commission.

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 _____, 2025

Alicai Watts
Council Clerk

Scott Discon
Council Chairman

CHANGE ORDER 1- LS 42&43

SECTION 00650
CHANGE ORDER

No. 1

Date of Issuance: _____ Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 212.22.001
Contract: _____	Date of Contract: 05/08/2025
Contractor: Command Construction, LLC	Engineer's Project No.: 21-208

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

Description: Increase in contract time by 45 days due to changes in power supply plans required by CLECO.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>N/A</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>240</u> Ready for final payment (days or date): <u>270</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>240</u> Ready for final payment (days): <u>270</u>
Contract Price prior to this Change Order: \$ <u>\$ 890,145.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>240</u> Ready for final payment (days or date): <u>270</u>
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>45 days</u> Ready for final payment (days or date): <u>45 days</u>
Contract Price incorporating this Change Order: \$ <u>\$ 890,145.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>285</u> Ready for final payment (days or date): <u>315</u>

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Date: _____
---	---	---

CHANGE ORDER 3- GOLDEN GLEN



FAIRWAY
CONSULTING + ENGINEERING

March 26, 2025

Attention: Mr. Keith LaGrange

Dept. of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70448

via: email (klagrangecityofmandeville.com)

Re: City of Mandeville
Project # 211.21.008 – Golden Glen Water System Replacement
Change Order No. 003

Please find enclosed Change Order No. 003 from the Contractor, Subterranean Construction LLC., for the above-mentioned project. This change order is to increase the contract time due to ATMOS' contractor working in the same right of way as Subterranean. Adding additional time to the project will allow ATMOS to complete their work and have Subterranean begin construction of the additional water main afterwards. Fairway has reviewed the change order and recommends acceptance and execution.

Should you have any questions, comments, or concerns regarding this invoice or the project in general, please do not hesitate to contact me.

Sincerely,

Matthew Loker
Project Manager



CC: B. Lyons (DEII); J. Ritchie (DEII); T. Singleton (DEII) ; D. Lebreton (DEII)

John Catalanotto(Fairway); Dave Martin (Fairway);

Evan Conravey (Subterranean); Janine Dupuy (Subterranean)

SECTION 00650

CHANGE ORDER

No. **003**Date of Issuance: 3/26/2025 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 211.21.08
Contract: Golden Glen Water System Replacement	Date of Contract: 6/21/2024
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 21-0017A

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

Description:

This change order is to add additional days to complete the construction of a water main extension from Devon Dr. Along E. Causeway Approach to connect to an existing main near the Ochsner Health Clinic area to loop the system. Additional time was granted in CO2; however, there was a conflict regarding another construction crew on-site. ATMOS is currently directional drilling a 6" gas main in the vicinity. This change order will alleviate having two contractors working in the same right of way by granting additional time to install the water main.

Attachments (list documents supporting change):

Transmittal approval letter

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,208,962.00

Increase from previously approved Change Orders:

\$79,225.62

Contract Price prior to this Change Order:

\$3,288,187.62Increase of this Change Order:**N/A****CHANGE IN CONTRACT TIMES:**Original Contract Times: Working days ☒ Calendar daysSubstantial completion (days or date): **180 days**Ready for final payment (days or date): **210 days**


Increase from previously approved Change Orders:

Substantial completion (days): **70-days**Ready for final payment (days): **70-days**

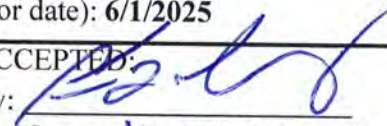
Contract Times prior to this Change Order:

Substantial completion (days or date): **4/11/2025**Ready for final payment (days or date): **5/10/2025**Increase of this Change Order:Substantial completion (days or date): **21-days**Ready for final payment (days or date): **21-days**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **5/2/2025**Ready for final payment (days or date): **6/1/2025****RECOMMENDED:**By: Fairway C+E 
Engineer (Authorized Signature)Date: 3/26/2025**ACCEPTED:**By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: 
Contractor (Authorized Signature)Date: 3/27/2025

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

RES 25-11

THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 25-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BID FOR THE HARBOR GAZEBO IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER, SCOTTMOORE LLC., AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS the City of Mandeville advertised for bids for the Harbor Gazebo Improvement Project;

WHEREAS the City received ten bids for the Harbor Gazebo Improvement Project. The City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS KVS Architecture, as the professional architect, has reviewed the bids on the above referenced project. The lowest bidder was Scottmoore LLC.. Based upon the Revised Statutes under which the City operates, the professional architect recommends awarding the contract to Scottmoore LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ____ day of _____ 2025 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$467,996.00 be accepted from Scottmoore LLC; and

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 Scottmoore 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 _____ 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman



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

March 28, 2025

Mayor Clay Madden

City of Mandeville

cmadden@cityofmandeville.com

985-624-3139

Harbor Gazebo Improvements – Recommendation to Accept Low Bid

Dear Mayor Madden,

We received bids for this project on March 26th at 11am and the apparent low bidder is Scottmoore Construction of New Orleans with the base bid in the amount of \$467,996. In our analysis of the bids received, and our Cost Estimate for the project of \$429,850, and discussion with the other bidders on the project, the project bid is considered valid and a good value for the work.

In our professional opinion, we recommend acceptance of the low bid from Scottmoore Construction in the amount of \$467,996.

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'KVS' or similar, with a stylized flourish at the end.

K. Vaughan Sollberger, Jr., Architect

kvs@kvsarchitecture.com

City of Mandeville

TITLE: HARBOR GAZEBO IMPROVEMENTS

Mandeville Project No.

100.23.002

Design Professional Project No.

KVS #22026

Engineer's Probable Cost:

\$429,850.00

BID TABULATION

BID OPENING DATE

3/26/25

TIME 11:00 am

Bid Number	Bidder	LICENSE NO.	Total Base Bid	ADDENDA?	SIGNING AUTHORITY?	BID BOND?
1	M&J Civil Construction	73986	\$499,950.00	✓	✓	✓
2	KORT'S CONST SVCS INC	49356	\$798,000.00	✓	✓	✓
3	Del Scott *	76478	\$476,996.00	✓	✓	✓
4	Blanchard Const LLC	62353	\$758,000.00	✓	✓?	✓
5	Dynamic Constructors LLC	55104	\$499,000.00	✓	✓	✓
6	Tri Group	64550	\$599,549.19	✓	✓	✓
7	Ashley Smith Const. LLC	166433	\$472,680.00	✓	✓	✓
8	BSD CONST. LLC	39998	\$508,800.00	✓	✓	✓
9	Smith Const. Co.	33374	\$620,311.00	✓	✓	✓
10	C&O Marine Const.	71723	\$632,419.00	✓	✓	✓

Ⓟ \$469,996



MANDEVILLE
A Historic Lakefront Community

* Del Scott Bid amount ✓.

Kaitlyn Williams

504-444-3202

Kaitlyn@sc0-mo.com

Addenda # 2

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

BID FOR: HARBOR GAZEBO IMPROVEMENTS
City Project No. 100.23.002
139 JACKSON AVENUE
MANDEVILLE, LA 70448

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: KVS ARCHITECTURE and dated: 1.20.2025
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum No. One ; Addendum No. Two

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

four hundred sixty seven thousand nine hundred ninety six ^{99/100} Dollars (\$) 476,996.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. **NOT USED.**

NAME OF BIDDER: Oel Scott
ADDRESS OF BIDDER: 10001 Lake Forest Blvd, Suite 1199
New Orleans, Louisiana 70127
LOUISIANA CONTRACTOR'S LICENSE NUMBER: 76478
NAME OF AUTHORIZED SIGNATORY OF BIDDER: Oel Scott
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Licensed General Contractor
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Signature] Oel Scott
DATE: 03/25/2025

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.



Scottmoore
10001 Lake Forest Blvd Suite 1199
New Orleans, LA 70127

Phone: 504.400.1240
Email: oel@sco-mo.com
Website: www.sco-mo.com

Bid Figure Confirmation – Harbor Gazebo Improvements Project

To Whom It May Concern,

We have reviewed our bid figures for the Harbor Gazebo Improvements Project (Project No. 100.23.002) and confirm that our bid amount is \$467,996.

For any questions or further information, please feel free to contact us using the details below:

Oel Scott
Licensed General Contractor / Owner
Scottmoore, LLC
Phone: 504-400-1240
oel@sco-mo.com

Kaitlyn Williams
Project Manager
Scottmoore, LLC
Phone: 504-444-3202
Email: kaitlyn@sco-mo.com

Respectfully,

Oel Scott

March 28, 2025

Louisiana State Licensing Board for Contractors

Search by Contractor License Number

Contractor Information

Name

Scottmoore LLC

Mailing Address

10001 Lake Forest Blvd, Ste 870
New Orleans, LA 70127

Phone Number

(504) 400-1240

Email Address

oel@sco-mo.com

Active Licenses

License

CL.76478

Type

Commercial License Certificate

Status

Active

Effective Date

11/26/2024

Expiration Date

06/13/2026

First Issued

06/13/2023

Classifications

Class

BUILDING CONSTRUCTION

Qualifying Party

Oel Robert Marcel Scott

Close Details

Louisiana State Licensing Board for Contractors
600 North Street
Baton Rouge, LA 70802
Phone: (225) 765-2301
Fax: 888-510-0127
[Contact Us \(https://lslbc.gov/contact-us/\)](https://lslbc.gov/contact-us/)

© 2025 - ARL Systems, LLC.

THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER STRONG-THOMPSON.

ORDINANCE NO. 24- 39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NO. 24-23, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2024-2025, Ordinance Number 24-23, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2024-2023 City of Mandeville Capital Budget; and

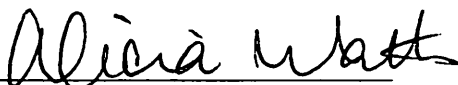
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-23, is hereby amended to include the budget amendments as set forth on the attached Exhibit A – FY 2025 Budget Amendment #4, incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2024-2025 Capital Budget adopted shall remain in full force and effect.


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

AYES: ZUCKERMAN, MCGUIRE, STRONG-THOMPSON. VOGELTANZ, DISCON
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

and the Ordinance was declared adopted this 21st day of November, 2024.



Alicia Watts
Clerk of Council



Scott Discon
Council Chairman

Ordinance 24-39
Adopted 11/21/2024

FY 2025 Budget Amendment #4 - Capital
Exhibit A

		Current Budget	Proposed Change	Revised Budget	Project Name	Project Number
<u>General Fund</u>						
10100-88000	Capital Outlay	8,375,000	100,000	8,475,000		
		Harbor Gazebo Improvements				100.23.002
10120-88000	Capital Outlay	455,000	-	455,000		
		125,000	(24,363)	100,637	75 JD Excavator	120.25.001
		100,000	(15,637)	84,363	Brush Chipper 1500 Vermeer	120.25.002
		90,000	(10,000)	80,000	Boom Mower John Deere 5105M	120.25.005
		50,000	50,000	100,000	Rotary Mower 60"	120.25.006

SECTION 00410

BID BOND FORM
FOR

HARBOR GAZEBO IMPROVEMENTS

Date: March 26, 2025

BOND No. 67415406

KNOW ALL MEN BY THESE PRESENTS:

That Scottmoore, LLC of New Orleans, LA,
as Principal, and WESTERN SURETY COMPANY, as Surety,
are held and firmly bound unto the CITY OF MANDEVILLE
(Obligee), in the full and just sum of 5% of the price bid, lawful money of the United States, for payment
of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial
Management Service list of approved bonding companies as approved for an amount equal to or greater
that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance
company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety
qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders'
surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this
Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power
of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith
submitting its proposal to the Obligee on a Contract for:

HARBOR GAZEBO IMPROVEMENTS

City Project No. 100.23.002

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall,
within such time as may be specified, enter into the Contract in writing and give a good and sufficient
bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the
Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Scottmoore, LLC
PRINCIPAL (BIDDER)

WESTERN SURETY COMPANY
SURETY

BY: [Signature]
AUTHORIZED OFFICER-OWNER-PARTNER

BY: [Signature]
AGENT OR ATTORNEY-IN-FACT (SEAL)



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67415406

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Donna L Swanson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Scottmoore, LLC

Obligee: City of City Of Mandeville

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67415406 is not issued on or before midnight of June 24th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of March, 2025.

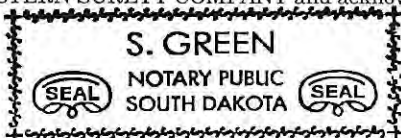
STATE OF SOUTH DAKOTA
COUNTY OF MINNEDAHHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 26th day of March, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of March, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 67415406

KNOW ALL PERSONS BY THESE PRESENTS, That we Scottmoore, LLC
of 7010 Lake Barrington Dr Ste 1199, New Orleans, LA 70127
_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of City Of Mandeville

~~of~~ _____, hereinafter referred to as the Obligor, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for _____
HARBOR GAZEBO IMPROVEMENTS

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of March, 2025.

Principal

Scottmoore, LLC

BY:  Oel Scott

Surety

WESTERN SURETY COMPANY

BY:  Donna L. Swanson

Donna L Swanson, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67415406

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DONNA L SWANSON

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Scottmoore, LLC

Obligee: City of Mandeville

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

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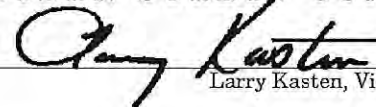
If Bond No. 67415406 is not issued on or before midnight of June 24th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of March, 2025.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

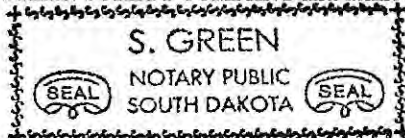
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WESTERN SURETY COMPANY

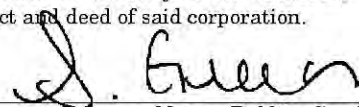


Larry Kasten, Vice President

On this 26th day of March, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

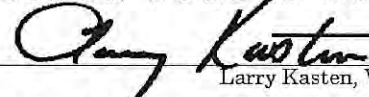


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of March, 2025.

WESTERN SURETY COMPANY



Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and
Scottmoore, LLC (“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 of this Contract consists of:

Reconstruction of the Lakeshore Drive & Jackson Avenue Intersection and surrounding roadways, sidewalks, pedestrian crossing, paved parking spaces, and landscaped areas,

Cleaning, repairing, and repainting of the Harbor Gazebo,

New steel railing system at Harbor Gazebo,

New Electrical Closet and electrical repairs at Harbor Gazebo,

Replace area lighting in Harbor Area,

Repairs to maritime utility pedestals and adding utility trenches at Harbor Area,

Repairs to existing wood bulkhead from Little Bayou Castine to Bayou Castine,

all in accordance with the drawings and contract documents.

ARTICLE 2 – THE PROJECT

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

HARBOR GAZEBO IMPROVEMENTS
City Project No. 100.23.002
City of Mandeville

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by KVS ARCHITECTURE (Architect), 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 Milestones, if any, Substantial Completion, and completion and readiness for final payment 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 **ONE HUNDRED EIGHTY (180)** calendar 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 **TWO HUNDRED TEN DAYS (210)** calendar 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 additional liquidated damages for extended Resident Inspection fees and extended Construction Administration fees. Resident Inspection fee shall not exceed **\$600.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. Construction Administration fee shall not exceed **\$400.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

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 not to exceed the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit prices (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of:
Four Hundred Sixty-Seven Thousand Nine Hundred Dollars (\$ 467,996.00).
- 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. No minimum contract value is guaranteed.

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 Substantial Completion, progress payments will be made in an amount equal to the percentage indicated in Paragraphs 6.02.A.1.a. & 6.02.A.1.b. below but, in each case, less the aggregate of payments previously made 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. 90 or 95 percent of Work completed (with the balance being retainage based on the percentage indicated Paragraph 6.02.A.1.c below).
- b. 90 or 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage based on the percentage indicated Paragraph 6.02.A.1.c below).
- c. Retainage: 10% Task Orders \$0 - \$499,999
 5% Task Orders \$500,000 and over
- 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 shall comply with 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.D 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.
- I. Contractor shall be responsible for damage done to public or private property due to any act, omission, neglect, or misconduct in the execution of the work, or defective work or material, and shall restore, at its expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding, or otherwise restoring same, or shall make good such damage in an acceptable manner.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-9).
 - 2. Performance bond (pages 00610-1 to 00610-2).
 - 3. Payment bond (pages 00610-3 to 00610-5).
 - 4. General Conditions (pages 00700-1 to 00700-60).
 - 5. Supplementary Conditions (pages 00800-1 to 00800-11).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 45 sheets with each sheet bearing the following general title: **HARBOR GAZEBO IMPROVEMENTS.**
 - 8. Addenda Nos. **One and Two.**
 - 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, authorized assigns, and legal representatives to the other party hereto, its partners, successors, authorized 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*

- B. 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 *Suspension of Work and Agreement Termination*

- A. The parties hereby agree that the present Agreement may be suspended or terminated pursuant to Article 15 of the General Conditions.

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 and its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, and all court or arbitration or other dispute resolution costs, caused by a willful or negligent act or omission of Contractor, its officers, agents, servants, employees, and subcontractors 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.

- B. Contractor's indemnification obligations as described in Paragraph 10.09.A will also extend to matters arising out of or relating to: a) any Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible, including but not limited to employees and subcontractors; and b) any infringement of patent rights or copyrights incident to the use in the performance of the Work of any invention, design, process, product, or device not specified in the Contract Documents. Nothing in this paragraph shall obligate Contractor to indemnify any individual or entity from and against consequences of that individual's or entity's own negligence.

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.

10.11 *Entire Agreement*

- A. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and shall supersede all prior negotiations, representations or understandings, whether written or oral.

10.12 *Independent Contractor*

- A. It is expressly agreed and understood between the parties entering into this Contract that the Contractor is acting as an independent agent and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Contractor an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Contractor shall be deemed and independent contractor and shall in no event be considered an employee, agent or servant of the City.
- B. The Contractor herein agrees that the Contractor, acting as an independent agent, nor anyone employed by or on behalf of the Contractor, shall receive any sick and annual leave benefits from the City.
- C. The parties further agree that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further, anyone employed by the Contractor shall not be considered an employee of the City for the purposes of workers' compensation coverage. The Contractor certifies that its employees meet the requirements of independent contractor under Louisiana law.

10.13 *Non-waiver of Agreement Rights*

- A. The failure of the City to insist upon strict performance of the terms and agreements herein shall not be construed as a waiver or relinquishment of the City's right to enforce any such term or

condition, but the same shall continue in full force and effect. No action or omission of the City shall be considered a waiver of any of the terms or conditions of this Agreement, nor excuse any conduct contrary to the terms and conditions of this Agreement, nor be considered to create a pattern of conduct between the parties where one may attempt to rely upon the contrary terms and conditions of this Agreement.

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:

CONTRACTOR

By: L. Clay Madden

By: Oel Scott

Title: Mayor, City of Mandeville

Title: Owner, Scottmoore, LLC

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Digital Engineering

Scottmoore, LLC

3101 E. Causeway App.

10001 Lake Forest Blvd. Ste: 870

Mandeville, LA 70448

New Orleans, LA 70127

License No.: Commercial License 76478

RES 25-12

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER
VOGELTANZ; MOTIONED FOR ADOPTION BY COUNCIL
MEMBER _____ AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 25-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF MANDEVILLE AND ARTOVIA, LLC FOR THE GOLDEN GLEN WATER SYSTEM
REPLACEMENT PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Artovia, LLC (“Consultant”), through which Consultant provides professional resident inspection services to the City for the Golden Glen Water System Replacement Project and has been in effect since May 4, 2022; and

WHEREAS, Amendment No. 1 added an one- year extension to the term of the agreement, resulting in the extension of the contract until May 4, 2025;

WHEREAS, the City and the Consultant now desire to further amend the Agreement to extend the contract one (1) year until May 4, 2026.

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 4, 2022 Professional Services Agreement with Artovia, LLC, as set forth in Amendment No. 2 to the Professional Services Agreement to address the professional residential inspection needs of the Golden Glen Water System Replacement Project.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

ARTOVIA, LLC

**GOLDEN GLEN WATER SYSTEM REPLACEMENT PROJECT
CITY OF MANDEVILLE PROJ. NO. 211.21.008**

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Artovia, LLC, represented by Paul Barcelona, P.E., President, 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 May 4, 2022 (the “**Agreement**”) to provide professional services for resident inspection for a project to replace aging water system infrastructure within the Golden Glen subdivision as specified by the Department of Public Works;

WHEREAS, the Original Agreement has a duration of two (2) years from the Effective Date of May 4, 2022; and

WHEREAS, Amendment No. 1 with an execution date of February 27, 2024 amended the Consultants original contract expiration date one (1) additional year from May 4, 2024 to May 4, 2025; 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 Golden Glen Water System Replacement Project (the “**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 **Golden Glen Water System Replacement Project**:

- 1.** None.

B. COMPENSATION:

1. **Fees Added for Golden Glen Water System Replacement 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 **\$103,945.00**. 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 amended contract date (05/04/2025) to a new date of 05/04/2026 due to delays due to the addition of a new waterline along E. Causeway and a temporary delay due to the installation of a gas line by Atmos in the same area.

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 _____, 2025.

ARTOVIA, LLC

BY: _____
PAUL BARCELONA, P.E., PRESIDENT
CORPORATE TAX I.D. _____

RES 25-13

THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER _____; MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.

RESOLUTION NO. 25-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MANDEVILLE AND SAINTE-CHAPELLE STUDIOS, FOR DESIGN REVIEW CONSULTATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville's Historic Preservation District;

WHEREAS, SAINTE-CHAPELLE STUDIOS has extensive architectural experience and is well equipped to assist the City and applicants in these Design Review consultations;

WHEREAS, the City desires enter into a professional service agreement with SAINTE-CHAPELLE STUDIOS to participate and provide services for consultation during the design review process;

WHEREAS, the City of Mandeville Home Rule Charter requires City Council approval for all professional contracts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with SAINTE-CHAPELLE STUDIOS and is further authorized to take the necessary action to complete such project and sign such documents as required.

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 April, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MANDEVILLE
AND
SAINTE-CHAPELLE STUDIOS

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized, hereinafter referred to as the “**City**”), and Art Institute of St. Louis IX d/b/a “SAINT-CHAPELLE STUDIOS”, a Louisiana non-profit corporation domiciled at 1080 West Causeway Approach, Mandeville, Louisiana 70471 represented by Nathaniel Frank, Director, by virtue of Corporate Resolution issued on _____ (herein after referred to as the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

WHO DECLARE AS FOLLOWS:

WHEREAS, the City desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville’s Historic Preservation District. Compensation for such design review services shall be one hundred fifty (\$150.00) dollars per review per project;

WHEREAS, SAINTE-CHAPELLE STUDIOS has extensive architectural experience is well equipped to assist the City in these Design Review consultations;

NOW, THEREFORE, the City and the Professional Services Consultants for the consideration, and under the conditions set forth, agree as follows:

1. SCOPE OF SERVICES

The Consultant’s responsibilities & duties include:

- (a) Responsible for the timely professional review of designs submitted by applicants as part of a Historic Preservation District Certificate of Appropriateness Application (COA), as assigned to Consultant by the Department of Planning and Development.
- (b) Provide updates to the Mayor and the Director of the Department of Planning and Development every thirty days from the commencement of the professional review.
- (c) Provide professional design review according to the Mandeville Design Guidelines Historic Preservation District, City of Mandeville Comprehensive Land Use Regulations Ordinance (CLURO), and City of Mandeville Ordinances.
- (d) Draft a report of Consultant's review, evaluation, and conclusions for each design following the approved format provided by the City.
- (e) Provide the Department of Planning and Development a final report per design eight (8) days prior to the corresponding Design Review meeting.
- (f) If Consultant requires an extension due to the submitted design for extenuating circumstances, Consultant will send an extension request to the Department of Planning and Developing for an approval.
- (g) Attend assigned Design Review meetings.

2. COMPENSATION

- (a) As compensation for the Consultant's professional services performed hereunder, the City shall pay one hundred fifty dollars and no/100 (\$150.00) per review per project;
- (b) The Consultant is to bill the City on a monthly basis upon completion of a design review, this includes the issuance of the design report and design review meeting attendance.
- (c) In the event the City elects to require additional services of the Consultant in addition to those outlined above, the Consultant shall be compensated at an agreed upon rate.

3. DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for one year unless terminated earlier in accordance with Section 4 below. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

4. TERMINATION

Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the Agreement by the City shall be immediate, and work shall cease at the time that written notice is served onto Consultant through Certified Mail. Consultant may terminate the Agreement upon thirty (30) days written notice to the City through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

The Consultant agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Consultant an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Consultant shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither Professional Services Consultant nor anyone employed by Professional Services Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Services Agreement that the Professional Services Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

8. APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Consultant acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

9. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Consultant against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Consultant growing out of, resulting from, or by

reason of any act or omission of Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Consultant's fees and costs of litigation, including but not limited to reasonable attorney's fees.

10. MISCELANEOUS PROVISIONS

- a. CONTROLLING LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana
- b. JURISDICTION:** The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.
- c. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City.
- d. ENTIRE AGREEMENT:** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
- e. AMENDMENTS:** This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.
- f. ASSIGNABILITY:** The Professional Services Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
- g. NOTICES:** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

i. **To: SAINTE-CHAPELLE STUDIOS**

Mr. Nathaniel Frank
1080 West Causeway Approach
Mandeville, Louisiana 70471

ii. **To: CITY OF MANDEVILLE**

Honorable Clay Madden, Mayor
3101 E. Causeway Approach
Mandeville, Louisiana 70448

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail in PDF format shall be deemed to be original signatures.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

[SIGNATURE PAGE TO FOLLOW]

City of Mandeville

Signature: _____

Clay Madden
Mayor of the City of Mandeville

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

SAINTE-CHAPELLE STUDIOS

Signature: _____

Nathaniel Frank
Director

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

RES 25-14

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON;
MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND
SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.**

RESOLUTION NO. 25-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANDEVILLE AND FL+WB ARCHITECTS, APC, FOR DESIGN REVIEW
CONSULTATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City of Mandeville desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville's Historic Preservation District;

WHEREAS, FL+WB ARCHITECTS, APC has extensive architectural experience and is well equipped to assist the City and applicants in these Design Review consultations;

WHEREAS, the City desires enter into a professional service agreement with FL+WB ARCHITECTS, APC to participate and provide services for consultation during the design review process;

WHEREAS, the City of Mandeville Home Rule Charter requires City Council approval for all professional contracts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with FL+WB ARCHITECTS, APC and is further authorized to take the necessary action to complete such project and sign such documents as required.

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 April, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MANDEVILLE
AND
FL+WB ARCHITECTS, APC

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized, hereinafter referred to as the “**City**”), and FL+WB ARCHITECTS, APC, a professional corporation domiciled at 1404 Greengate Drive Suite 101, Covington, LA 70433 represented by Vincent Cangiamilla, President, by virtue of Corporate Resolution issued on _____ (herein after referred to as the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

WHO DECLARE AS FOLLOWS:

WHEREAS, the City desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville’s Historic Preservation District. Compensation for such design review services shall be one hundred fifty (\$150.00) dollars per review per project;

WHEREAS, FL+WB ARCHITECTS, APC has extensive architectural experience is well equipped to assist the City in these Design Review consultations;

NOW, THEREFORE, the City and the Professional Services Consultants for the consideration, and under the conditions set forth, agree as follows:

1. SCOPE OF SERVICES

The Consultant’s responsibilities & duties include:

- (a) Responsible for the timely professional review of designs submitted by applicants as part of a Historic Preservation District Certificate of Appropriateness Application (COA), as assigned to Consultant by the Department of Planning and Development.
- (b) Provide updates to the Mayor and the Director of the Department of Planning and Development every thirty days from the commencement of the professional review.
- (c) Provide professional design review according to the Mandeville Design Guidelines Historic Preservation District, City of Mandeville Comprehensive Land Use Regulations Ordinance (CLURO), and City of Mandeville Ordinances.
- (d) Draft a report of Consultant's review, evaluation, and conclusions for each design following the approved format provided by the City.
- (e) Provide the Department of Planning and Development a final report per design eight (8) days prior to the corresponding Design Review meeting.
- (f) If Consultant requires an extension due to the submitted design for extenuating circumstances, Consultant will send an extension request to the Department of Planning and Developing for an approval.
- (g) Attend assigned Design Review meetings.

2. COMPENSATION

- (a) As compensation for the Consultant's professional services performed hereunder, the City shall pay one hundred fifty dollars and no/100 (\$150.00) per review per project;
- (b) The Consultant is to bill the City on a monthly basis upon completion of a design review, this includes the issuance of the design report and design review meeting attendance.
- (c) In the event the City elects to require additional services of the Consultant in addition to those outlined above, the Consultant shall be compensated at an agreed upon rate.

3. DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for one year unless terminated earlier in accordance with Section 4 below. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

4. TERMINATION

Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the Agreement by the City shall be immediate, and work shall cease at the time that written notice is served onto Consultant through Certified Mail. Consultant may terminate the Agreement upon thirty (30) days written notice to the City through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

The Consultant agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Consultant an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Consultant shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither Professional Services Consultant nor anyone employed by Professional Services Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Services Agreement that the Professional Services Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

8. APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Consultant acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

9. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Consultant against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Consultant growing out of, resulting from, or by

reason of any act or omission of Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Consultant's fees and costs of litigation, including but not limited to reasonable attorney's fees.

10. MISCELANEOUS PROVISIONS

- a. CONTROLLING LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana
- b. JURISDICTION:** The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.
- c. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City.
- d. ENTIRE AGREEMENT:** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
- e. AMENDMENTS:** This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.
- f. ASSIGNABILITY:** The Professional Services Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
- g. NOTICES:** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

i. **To: FL+WB ARCHITECTS, APC**

Mr. Vincent Cangiamilla
1404 Greengate Drive Suite 101
Covington, Louisiana 70433

ii. **To: CITY OF MANDEVILLE**

Honorable Clay Madden, Mayor
3101 E. Causeway Approach
Mandeville, Louisiana 70448

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail in PDF format shall be deemed to be original signatures.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

[SIGNATURE PAGE TO FOLLOW]

City of Mandeville

Signature: _____

Clay Madden
Mayor of the City of Mandeville

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

FL+WB ARCHITECTS, APC

Signature: _____

Vincent Cangiamilla
President

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

RES 25-15

***THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON;
MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND
SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.***

RESOLUTION NO. 25-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANDEVILLE AND GREENLEAF ARCHITECTS, APAC, FOR DESIGN REVIEW
CONSULTATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City of Mandeville desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville's Historic Preservation District;

WHEREAS, GREENLEAF ARCHITECTS, APAC has extensive architectural experience and is well equipped to assist the City and applicants in these Design Review consultations;

WHEREAS, the City desires enter into a professional service agreement with GREENLEAF ARCHITECTS, APAC to participate and provide services for consultation during the design review process;

WHEREAS, the City of Mandeville Home Rule Charter requires City Council approval for all professional contracts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with Greenleaf Architects, APAC and is further authorized to take the necessary action to complete such project and sign such documents as required.

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 April, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MANDEVILLE
AND
GREENLEAF ARCHITECTS, APAC

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized, hereinafter referred to as the “**City**”), and Greenleaf Architects, APAC, a professional architectural corporation domiciled at 404 East Gibson Street Suite 1, Covington Louisiana, 70433 represented by Justin Greenleaf, President, by virtue of Corporate Resolution issued on _____ (herein after referred to as the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

WHO DECLARE AS FOLLOWS:

WHEREAS, the City desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville’s Historic Preservation District. Compensation for such design review services shall be one hundred fifty (\$150.00) dollars per review per project;

WHEREAS, Greenleaf Architects, APAC has extensive architectural experience is well equipped to assist the City in these Design Review consultations;

NOW, THEREFORE, the City and the Professional Services Consultants for the consideration, and under the conditions set forth, agree as follows:

1. SCOPE OF SERVICES

The Consultant’s responsibilities & duties include:

- (a) Responsible for the timely professional review of designs submitted by applicants as part of a Historic Preservation District Certificate of Appropriateness Application (COA), as assigned to Consultant by the Department of Planning and Development.
- (b) Provide updates to the Mayor and the Director of the Department of Planning and Development every thirty days from the commencement of the professional review.
- (c) Provide professional design review according to the Mandeville Design Guidelines Historic Preservation District, City of Mandeville Comprehensive Land Use Regulations Ordinance (CLURO), and City of Mandeville Ordinances.
- (d) Draft a report of Consultant's review, evaluation, and conclusions for each design following the approved format provided by the City.
- (e) Provide the Department of Planning and Development a final report per design eight (8) days prior to the corresponding Design Review meeting.
- (f) If Consultant requires an extension due to the submitted design for extenuating circumstances, Consultant will send an extension request to the Department of Planning and Developing for an approval.
- (g) Attend assigned Design Review meetings.

2. COMPENSATION

- (a) As compensation for the Consultant's professional services performed hereunder, the City shall pay one hundred fifty dollars and no/100 (\$150.00) per review per project;
- (b) The Consultant is to bill the City on a monthly basis upon completion of a design review, this includes the issuance of the design report and design review meeting attendance.
- (c) In the event the City elects to require additional services of the Consultant in addition to those outlined above, the Consultant shall be compensated at an agreed upon rate.

3. DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for one year unless terminated earlier in accordance with Section 4 below. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

4. TERMINATION

Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the Agreement by the City shall be immediate, and work shall cease at the time that written notice is served onto Consultant through Certified Mail. Consultant may terminate the Agreement upon thirty (30) days written notice to the City through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

The Consultant agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Consultant an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Consultant shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither Professional Services Consultant nor anyone employed by Professional Services Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Services Agreement that the Professional Services Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

8. APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Consultant acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

9. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Consultant against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Consultant growing out of, resulting from, or by

reason of any act or omission of Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Consultant's fees and costs of litigation, including but not limited to reasonable attorney's fees.

10. MISCELANEOUS PROVISIONS

- a. CONTROLLING LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana
- b. JURISDICTION:** The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.
- c. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City.
- d. ENTIRE AGREEMENT:** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
- e. AMENDMENTS:** This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.
- f. ASSIGNABILITY:** The Professional Services Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
- g. NOTICES:** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

i. **To: GREENLEAF ARCHITECTS, APAC**

Mr. Justin Greenleaf
404 East Gibson Street, Suite 1
Covington, LA 70433

ii. **To: CITY OF MANDEVILLE**

Honorable Clay Madden, Mayor
3101 E. Causeway Approach
Mandeville, Louisiana 70448

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail in PDF format shall be deemed to be original signatures.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

[SIGNATURE PAGE TO FOLLOW]

City of Mandeville

Signature: _____

Clay Madden
Mayor of the City of Mandeville

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Greenleaf Architects, APAC

Signature: _____

Justin Greenleaf
President

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

RES 25-16

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON;
MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND
SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.**

RESOLUTION NO. 25-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANDEVILLE AND KVS ARCHITECTURE, FOR DESIGN REVIEW
CONSULTATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City of Mandeville desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville's Historic Preservation District;

WHEREAS, KVS ARCHITECTURE has extensive architectural experience and is well equipped to assist the City and applicants in these Design Review consultations;

WHEREAS, the City desires enter into a professional service agreement with KVS ARCHITECTURE to participate and provide services for consultation during the design review process;

WHEREAS, the City of Mandeville Home Rule Charter requires City Council approval for all professional contracts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with KVS ARCHITECTURE and is further authorized to take the necessary action to complete such project and sign such documents as required.

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 April, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MANDEVILLE
AND
KVS ARCHITECTURE

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized, hereinafter referred to as the “**City**”), and K.V. SOLLBERGER & ASSOCIATES, LLC d/b/a “KVS ARCHITECTURE”, a Louisiana limited liability company domiciled at 235 Girod Street, Louisiana 70448 represented by Kenneth v. Sollberger Member, by virtue of Corporate Resolution issued on _____ (herein after referred to as the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

WHO DECLARE AS FOLLOWS:

WHEREAS, the City desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville’s Historic Preservation District. Compensation for such design review services shall be one hundred fifty (\$150.00) dollars per review per project;

WHEREAS, KVS ARCHITECTURE has extensive architectural experience is well equipped to assist the City in these Design Review consultations;

NOW, THEREFORE, the City and the Professional Services Consultants for the consideration, and under the conditions set forth, agree as follows:

1. SCOPE OF SERVICES

The Consultant’s responsibilities & duties include:

- (a) Responsible for the timely professional review of designs submitted by applicants as part of a Historic Preservation District Certificate of Appropriateness Application (COA), as assigned to Consultant by the Department of Planning and Development.
- (b) Provide updates to the Mayor and the Director of the Department of Planning and Development every thirty days from the commencement of the professional review.
- (c) Provide professional design review according to the Mandeville Design Guidelines Historic Preservation District, City of Mandeville Comprehensive Land Use Regulations Ordinance (CLURO), and City of Mandeville Ordinances.
- (d) Draft a report of Consultant's review, evaluation, and conclusions for each design following the approved format provided by the City.
- (e) Provide the Department of Planning and Development a final report per design eight (8) days prior to the corresponding Design Review meeting.
- (f) If Consultant requires an extension due to the submitted design for extenuating circumstances, Consultant will send an extension request to the Department of Planning and Developing for an approval.
- (g) Attend assigned Design Review meetings.

2. COMPENSATION

- (a) As compensation for the Consultant's professional services performed hereunder, the City shall pay one hundred fifty dollars and no/100 (\$150.00) per review per project;
- (b) The Consultant is to bill the City on a monthly basis upon completion of a design review, this includes the issuance of the design report and design review meeting attendance.
- (c) In the event the City elects to require additional services of the Consultant in addition to those outlined above, the Consultant shall be compensated at an agreed upon rate.

3. DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for one year unless terminated earlier in accordance with Section 4 below. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

4. TERMINATION

Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the Agreement by the City shall be immediate, and work shall cease at the time that written notice is served onto Consultant through Certified Mail. Consultant may terminate the Agreement upon thirty (30) days written notice to the City through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

The Consultant agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Consultant an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Consultant shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither Professional Services Consultant nor anyone employed by Professional Services Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Services Agreement that the Professional Services Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

8. APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Consultant acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

9. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Consultant against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Consultant growing out of, resulting from, or by

reason of any act or omission of Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Consultant's fees and costs of litigation, including but not limited to reasonable attorney's fees.

10. MISCELANEOUS PROVISIONS

- a. CONTROLLING LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana
- b. JURISDICTION:** The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.
- c. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City.
- d. ENTIRE AGREEMENT:** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
- e. AMENDMENTS:** This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.
- f. ASSIGNABILITY:** The Professional Services Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
- g. NOTICES:** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

i. **To: KVS ARCHITECTURE**

Mr. Kenneth V. Sollberger
235 Girod Street
Mandeville, Louisiana 70448

ii. **To: CITY OF MANDEVILLE**

Honorable Clay Madden, Mayor
3101 E. Causeway Approach
Mandeville, Louisiana 70448

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail in PDF format shall be deemed to be original signatures.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

[SIGNATURE PAGE TO FOLLOW]

City of Mandeville

Signature: _____

Clay Madden
Mayor of the City of Mandeville

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

K.V. SOLLBERGER & ASSOCIATES, LLC

Signature: _____

Kenneth V. Sollberger
Member

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

RES 25-17

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON;
MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND
SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.**

RESOLUTION NO. 25-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANDEVILLE AND PIAZZA ARCHITECTURE PLANNING, APAC, FOR DESIGN
REVIEW CONSULTATIONS AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City of Mandeville desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville's Historic Preservation District;

WHEREAS, PIAZZA ARCHITECTURE PLANNING, APAC has extensive architectural experience and is well equipped to assist the City and applicants in these Design Review consultations;

WHEREAS, the City desires enter into a professional service agreement with PIAZZA ARCHITECTURE PLANNING, APAC to participate and provide services for consultation during the design review process;

WHEREAS, the City of Mandeville Home Rule Charter requires City Council approval for all professional contracts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with PIAZZA ARCHITECTURE PLANNING, APAC and is further authorized to take the necessary action to complete such project and sign such documents as required.

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 April, 2025.

Alicia Watts

Scott Discon

Clerk of Council

Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MANDEVILLE
AND
PIAZZA ARCHITECTURE PLANNING, APAC

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized, hereinafter referred to as the “**City**”), and Piazza Architecture Planning, APAC, a professional architectural corporation domiciled at 847 Galvez Street Suite 200 Mandeville, Louisiana 70448, represented by Michael A. Piazza, President, by virtue of Corporate Resolution issued on _____ (herein after referred to as the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

WHO DECLARE AS FOLLOWS:

WHEREAS, the City desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville’s Historic Preservation District. Compensation for such design review services shall be one hundred fifty (\$150.00) dollars per review per project;

WHEREAS, Piazza Architecture Planning, APAC has extensive architectural experience is well equipped to assist the City in these Design Review consultations;

NOW, THEREFORE, the City and the Professional Services Consultants for the consideration, and under the conditions set forth, agree as follows:

1. SCOPE OF SERVICES

The Consultant’s responsibilities & duties include:

- (a) Responsible for the timely professional review of designs submitted by applicants as part of a Historic Preservation District Certificate of Appropriateness Application (COA), as assigned to Consultant by the Department of Planning and Development.
- (b) Provide updates to the Mayor and the Director of the Department of Planning and Development every thirty days from the commencement of the professional review.
- (c) Provide professional design review according to the Mandeville Design Guidelines Historic Preservation District, City of Mandeville Comprehensive Land Use Regulations Ordinance (CLURO), and City of Mandeville Ordinances.
- (d) Draft a report of Consultant's review, evaluation, and conclusions for each design following the approved format provided by the City.
- (e) Provide the Department of Planning and Development a final report per design eight (8) days prior to the corresponding Design Review meeting.
- (f) If Consultant requires an extension due to the submitted design for extenuating circumstances, Consultant will send an extension request to the Department of Planning and Developing for an approval.
- (g) Attend assigned Design Review meetings.

2. COMPENSATION

- (a) As compensation for the Consultant's professional services performed hereunder, the City shall pay one hundred fifty dollars and no/100 (\$150.00) per review per project;
- (b) The Consultant is to bill the City on a monthly basis upon completion of a design review, this includes the issuance of the design report and design review meeting attendance.
- (c) In the event the City elects to require additional services of the Consultant in addition to those outlined above, the Consultant shall be compensated at an agreed upon rate.

3. DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for one year unless terminated earlier in accordance with Section 4 below. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

4. TERMINATION

Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the Agreement by the City shall be immediate, and work shall cease at the time that written notice is served onto Consultant through Certified Mail. Consultant may terminate the Agreement upon thirty (30) days written notice to the City through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

The Consultant agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Consultant an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Consultant shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither Professional Services Consultant nor anyone employed by Professional Services Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Services Agreement that the Professional Services Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

8. APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Consultant acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

9. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Consultant against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Consultant growing out of, resulting from, or by

reason of any act or omission of Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Consultant's fees and costs of litigation, including but not limited to reasonable attorney's fees.

10. MISCELANEOUS PROVISIONS

- a. CONTROLLING LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana
- b. JURISDICTION:** The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.
- c. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City.
- d. ENTIRE AGREEMENT:** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
- e. AMENDMENTS:** This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.
- f. ASSIGNABILITY:** The Professional Services Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
- g. NOTICES:** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

i. **To: Piazza Architecture Planning, APAC**

Mr. Michael A. Piazza
847 Galvez Street Suite 200
Mandeville, Louisiana 70448

ii. **To: CITY OF MANDEVILLE**

Honorable Clay Madden, Mayor
3101 E. Causeway Approach
Mandeville, Louisiana 70448

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail in PDF format shall be deemed to be original signatures.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

[SIGNATURE PAGE TO FOLLOW]

City of Mandeville

Signature: _____

Clay Madden
Mayor of the City of Mandeville

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Piazza Architecture Planning, APAC

Signature: _____

Michael A. Piazza
Director

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

RES 25-18

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON;
MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND
SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.**

RESOLUTION NO. 25-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANDEVILLE AND BLITCH-KNEVEL ARCHITECTS, LLC, FOR DESIGN REVIEW
CONSULTATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City of Mandeville desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville's Historic Preservation District;

WHEREAS, BLITCH-KNEVEL ARCHITECTS, LLC has extensive architectural experience and is well equipped to assist the City and applicants in these Design Review consultations;

WHEREAS, the City desires enter into a professional service agreement with BLITCH-KNEVEL ARCHITECTS, LLC to participate and provide services for consultation during the design review process;

WHEREAS, the City of Mandeville Home Rule Charter requires City Council approval for all professional contracts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with BLITCH-KNEVEL ARCHITECTS, LLC and is further authorized to take the necessary action to complete such project and sign such documents as required.

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 April, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MANDEVILLE
AND
BLITCH-KNEVEL ARCHITECTS, LLC

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized, hereinafter referred to as the “**City**”), and BLITCH-KNEVEL ARCHITECTS, LLC, a Louisiana limited liability company domiciled at 736 East Boston Street, Covington, Louisiana 70433 represented by Vanessa Manager Member, by virtue of Corporate Resolution issued on _____ (herein after referred to as the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

WHO DECLARE AS FOLLOWS:

WHEREAS, the City desires to engage architects to provide professional services for consultation and review of submitted designs for projects within Mandeville’s Historic Preservation District. Compensation for such design review services shall be one hundred fifty (\$150.00) dollars per review per project;

WHEREAS, BLITCH-KNEVEL ARCHITECTS, LLC has extensive architectural experience is well equipped to assist the City in these Design Review consultations;

NOW, THEREFORE, the City and the Professional Services Consultants for the consideration, and under the conditions set forth, agree as follows:

1. SCOPE OF SERVICES

The Consultant’s responsibilities & duties include:

- (a) Responsible for the timely professional review of designs submitted by applicants as part of a Historic Preservation District Certificate of Appropriateness Application (COA), as assigned to Consultant by the Department of Planning and Development.
- (b) Provide updates to the Mayor and the Director of the Department of Planning and Development every thirty days from the commencement of the professional review.
- (c) Provide professional design review according to the Mandeville Design Guidelines Historic Preservation District, City of Mandeville Comprehensive Land Use Regulations Ordinance (CLURO), and City of Mandeville Ordinances.
- (d) Draft a report of Consultant's review, evaluation, and conclusions for each design following the approved format provided by the City.
- (e) Provide the Department of Planning and Development a final report per design eight (8) days prior to the corresponding Design Review meeting.
- (f) If Consultant requires an extension due to the submitted design for extenuating circumstances, Consultant will send an extension request to the Department of Planning and Developing for an approval.
- (g) Attend assigned Design Review meetings.

2. COMPENSATION

- (a) As compensation for the Consultant's professional services performed hereunder, the City shall pay one hundred fifty dollars and no/100 (\$150.00) per review per project;
- (b) The Consultant is to bill the City on a monthly basis upon completion of a design review, this includes the issuance of the design report and design review meeting attendance.
- (c) In the event the City elects to require additional services of the Consultant in addition to those outlined above, the Consultant shall be compensated at an agreed upon rate.

3. DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for one year unless terminated earlier in accordance with Section 4 below. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

4. TERMINATION

Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the Agreement by the City shall be immediate, and work shall cease at the time that written notice is served onto Consultant through Certified Mail. Consultant may terminate the Agreement upon thirty (30) days written notice to the City through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

The Consultant agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Consultant an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Consultant shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither Professional Services Consultant nor anyone employed by Professional Services Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Services Agreement that the Professional Services Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

8. APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Consultant acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

9. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Consultant against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Consultant growing out of, resulting from, or by

reason of any act or omission of Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Consultant's fees and costs of litigation, including but not limited to reasonable attorney's fees.

10. MISCELANEOUS PROVISIONS

- a. CONTROLLING LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana
- b. JURISDICTION:** The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.
- c. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City.
- d. ENTIRE AGREEMENT:** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.
- e. AMENDMENTS:** This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.
- f. ASSIGNABILITY:** The Professional Services Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
- g. NOTICES:** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

i. **To: BLITCH-KNEVEL ARCHITECTS, LLC**

Ms. Vanessa Schneider
736 East Boston Street
Covington, Louisiana 70433

ii. **To: CITY OF MANDEVILLE**

Honorable Clay Madden, Mayor
3101 E. Causeway Approach
Mandeville, Louisiana 70448

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail in PDF format shall be deemed to be original signatures.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

[SIGNATURE PAGE TO FOLLOW]

City of Mandeville

Signature: _____

Clay Madden
Mayor of the City of Mandeville

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

BLITCH-KNEVEL ARCHITECTS, LLC

Signature: _____

Vanessa Schneider
Member Manager

Date: _____

Witness:

Signature: _____

Date: _____

Printed: _____

Witness:

Signature: _____

Date: _____

Printed: _____

ORD 25-05

CERTAIN THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER _____; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

ORDINANCE NO. 25-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EFFECT THE ANNEXATION OF A CERTAIN PORTION OF LOT 3 AND LOT 4 SITUATED IN TOWN OF MANDEVILLE (OUTSIDE OF CORPORATE LIMITS), SECTION 46, TOWNSHIP 8 SOUTH RANGE 11 EAST INTO THE CORPORATE LIMITS OF THE CITY OF MANDEVILLE DESIGNATING AND ASSIGNING THE PROPERTY FOR PURPOSES OF ZONING AS B-2, HIGHWAY BUSINESS DISTRICT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Planning Department has received a petition by Stewart Private Equity Holdings, LLC seeking the annexation of two Parcels of Ground being more fully described as a certain portion of ground being Lots 3 and 4 situated in Square 117 in Town of Mandeville (outside of corporate limits), Section 46, Township 8 South, Range 11 East containing 2.89 acres as surveyed by Kelly McHugh & Associates dated July 19, 2018 into the corporate limits of the City of Mandeville attached as Exhibit A; and

WHEREAS, the said petition is made and signed by the owners of the said property and there are no registered voters currently residing on the said property; and

WHEREAS, the property is contiguous to the present boundaries of the City of Mandeville; and

WHEREAS, the proposed annexation will serve the best interests of the City of Mandeville and of its citizens by providing enhanced development of a commercial area of the City, promoting additional tax revenues for the City and employment opportunity for area citizens; and

WHEREAS, the City of Mandeville desires to include in its corporate limits all properties along major corridors and gateways which, because of their visibility, define the character of Mandeville to both residents and visitors alike; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the municipal limits of the City of Mandeville be and they are hereby enlarged to include the below described immovable property which is hereby annexed into the City of Mandeville:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, better described as follows, to-wit:

Parcel 1:

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Square #117, in the Town of Mandeville (outside corporate limits) St. Tammany Parish, Louisiana, being Lot #4, which is also the SW 1/4 of said square. Said Lot #4 fronts 250 feet (French measurement) on Florida Street, by a depth and frontage of 237.50 feet (French measurement) on Foy Street, all between equal and parallel lines. Said Square #117 is composed of Lots 1 thru 4, inclusive, and is bounded on the North by Orleans Street, on the South by Florida Street, on the East by Clausel Street, and on the West by Foy Street.

LESS AND EXCEPT, those rights to that portion of the property transferred to the Department of Transportation and Development of the State of Louisiana for the widening of US 190 recorded February 19, 2003 as Instrument No. 1349927, which property is described therein and depicted on the survey attached thereto, but transferring to Purchaser herein the mineral rights reserved to vendor in such transfer.

Being property acquired by Ruth Appleton DeGrado, wife of/and Joseph DeGrado, Jr. by Cash Sale dated and recorded February 22, 1990 in the conveyance records of St. Tammany Parish as Instrument No. 743365, COB 1413, Page 476.

Parcel 2:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Section 46, Township 8 South, Range 11 East, Town of Mandeville, Parish of St. Tammany, State of Louisiana, being a portion of Square designated as No. 117, forming the corner of Florida Street (U.S. Hwy. 190) and Clausel Street, and measuring 266.45 feet front on the said Florida Street (U.S. Hwy. 190) same width on the rear line, between equal and parallel lines of 253.10 feet.

All in accordance with the survey of Kelly J. McHugh and Associates, Inc. dated March 13, 2002, Job No. 02-050, a copy of which is annexed to instrument No. 1292968.

LESS AND EXCEPT, those rights to that portion of the property transferred to the Department of Transportation and Development of the State of Louisiana for the widening of US 190 recorded September 11, 2003 as instrument No. 1391539, which property is described therein and depicted on the survey attached thereto but transferring to Purchaser herein the mineral rights reserved to vendor in such transfer.

BE IT FURTHER ORDAINED, that upon annexation into the municipal limits of the City of Mandeville the above described property be designated for purposes of zoning as a B-2, Highway Business District, as defined and regulated by the provisions of The Comprehensive Land Use Regulations Ordinance of the City of Mandeville, and that the Official Zoning Map of the City of Mandeville be amended to reflect this annexation and zoning.

BE IT FURTHER ORDAINED, that this property will be located in Council District Three (3); and

BE IT FURTHER ORDAINED, that following the annexation of the above-described immovable property into the corporate limits of the City of Mandeville that the boundaries of the City of Mandeville shall thereafter be as set forth and described on the process verbal attached hereto and made a part hereof

BE IT FURTHER ORDAINED, that this site is located in the Annexation Area 1 for annexation and that all generated Sales Tax Revenues shall be shared 80% to the City and 20% to the District in accordance with Ordinance No. 90-10 and that certain Sales Tax Enhancement Plan entered into by and between the City of Mandeville and the Parish of St. Tammany on September 20, 1990, or as modified by written agreement between the Parish of St. Tammany and the City of Mandeville by subsequent Annexation Growth Plan(s); and

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

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 _____ 2025

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Portion of Lot 4:

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Section 46, Township 8 South, Range 11 East, Square #117, in the Town of Mandeville (outside corporate limits) St. Tammany Parish, Louisiana, being a portion of Lot #4, which is also the SW 1/4 of said square. Said portion of Lot #4 fronts 266.47 feet on Florida Street, by a depth and frontage of 237.16 feet on Foy Street, all between equal and parallel lines with the north lot line measuring 266.45 feet and the east property line measuring 236.18 feet. Said Square #117 is composed of Lots 1 thru 4, inclusive, and is bounded on the North by Orleans Street, on the South by Florida Street, on the East by Clausel Street, and on the West by Foy Street.

All in accordance with the survey of Kelly J. McHugh and Associates, Inc. dated March 13, 2002, Job No. 02-050, a copy of which is annexed to instrument No. 1292968.

Portion of Lot 3:

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Section 46, Township 8 South, Range 11 East, Town of Mandeville, Parish of St. Tammany, State of Louisiana, being a portion of Lot 3, Square No. 117, which is also the SE ¼ of said square, forming the corner of Florida Street (U.S. Hwy. 190) and Clausel Street, and measuring 232.95 feet front on the said Florida Street (U.S. Hwy. 190), 266.35 feet on the rear/north line, 236.18 feet along the west property line and finally measuring 204.14 feet along the east property line and fronting on Clausel Street.

All in accordance with the survey of Kelly J. McHugh and Associates, Inc. dated March 13, 2002, Job No. 02-050, a copy of which is annexed to instrument No. 1292968.

- LEGEND
- = 1/2" IRON ROD SET
 - = 1/2" IRON ROD FOUND
 - = 1/2" IRON PIPE FOUND
 - ⊕ = POWER POLE
 - +10.50' = SPOT ELEVATIONS

HC-2 HIGHWAY COMMERCIAL
ZONING CLASSIFICATION

ELEVATIONS SHOWN HEREON ARE REFERENCED TO MSL,
NAVD83, GEOID 12(A).

THIS PROPERTY IS LOCATED IN FLOOD
ZONE "C"; BASE FLOOD ELEV. N/A; FIRM
PANEL NO. 225205 0360 C, REV. 04/02/91

REFERENCE:
1) A SURVEY OF A PORTION OF SQ. 117, BY THIS FIRM.
JOB NO. 02-050, DATED 03/13/02
2) A R.O.W. MAP BY JOHN S. TEEGARDEN, STATE PROJECT
NO. 013-12-0044, DATED 05/02/01

PREPARED FOR:

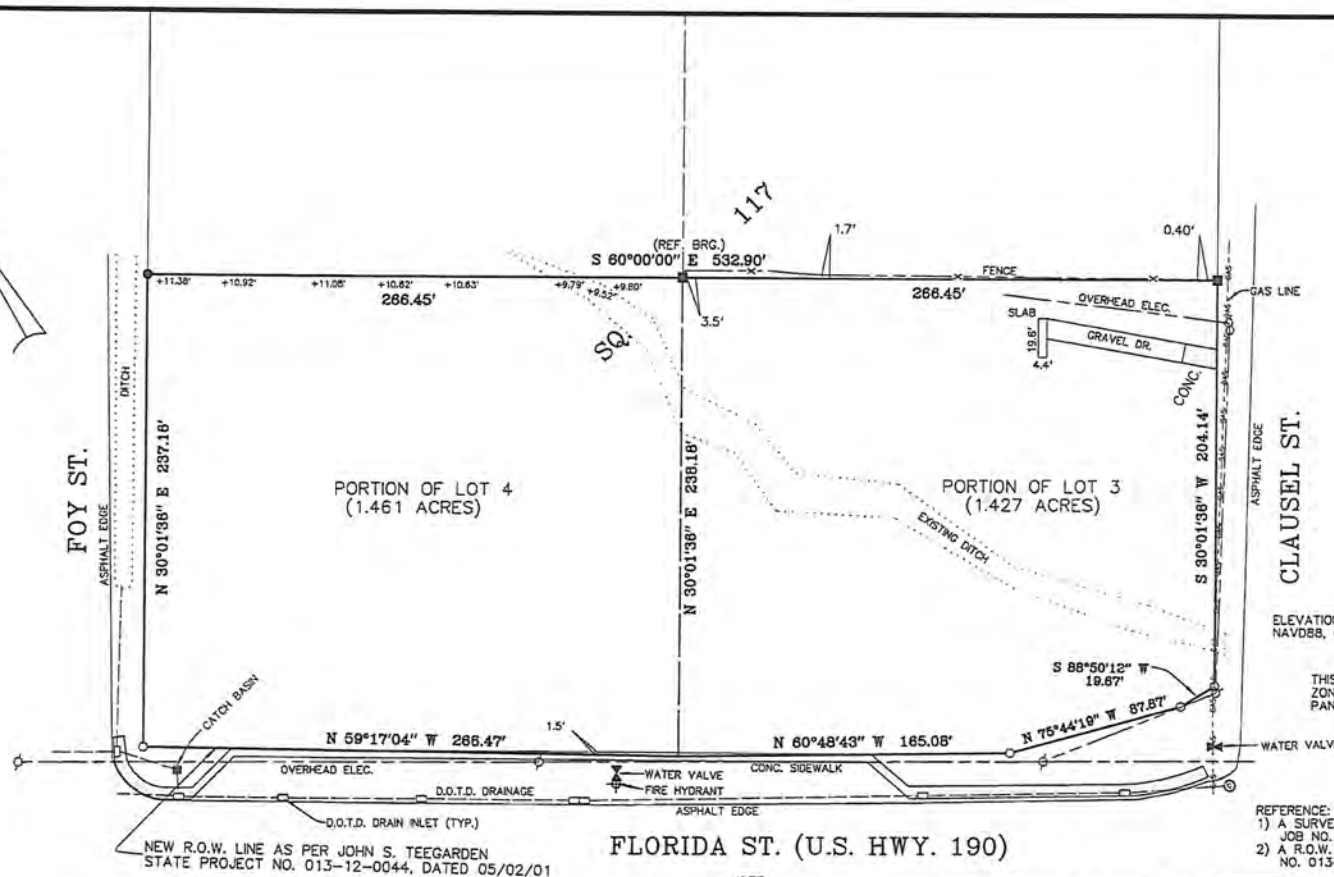
CHAFFE McCALL, LLP

SURVEY OF:

PORTION OF LOT 3 & PORTION OF LOT 4, SQ. 117,
TOWN OF MANDEVILLE, (UNINCORP.)
ST. TAMMANY PARISH, LA.

KELLY McHUGH & ASSOCIATES
CIVIL ENGINEERS & LAND SURVEYORS
MANDEVILLE, LOUISIANA

SCALE: 1" = 60'	DATE: 07/19/18
DRAWN: DB	JOB NO.: 18-109
CHECKED: KJM	DWG. NO.: 18-109-UTIL



FLORIDA ST. (U.S. HWY. 190)

LOUISIANA ONE CALL INFORMATION

UTILITIES: THE UTILITIES SHOWN ARE DEPICTED FROM VISIBLE UTILITIES
AND THOSE LOCATED FROM "LOUISIANA ONE CALL TICKET NUMBER 180347175."
THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES COMPRISE
ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, THE SURVEYOR
FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
LOCATION INDICATED. THE SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND
UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES.

UTILITY COMPANIES NOTIFIED VIA LOUISIANA ONE CALL TICKET NUMBER 180347175:

ST. TAMMANY PARISH GOVERNMENT/TAMMANY UTILITIES
CHARTER COMMUNICATIONS
CLECO POWER, LLC
CITY OF MANDEVILLE
AT&T DISTRIBUTION
ATMOS ENERGY
SOUTHERN LIGHT
WASHINGTON ST. TAMMANY ELECTRIC

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.



Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL
SURVEY MADE ON THE GROUND AND COMPLYING WITH THE
CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS
"C" SURVEY.

7-19-18



Call before you dig.
1-800-272-3020

Parcel 1:

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Square #117, in the Town of Mandeville (outside corporate limits) St. Tammany Parish, Louisiana, being Lot #4, which is also the SW 1/4 of said square. Said Lot #4 fronts 250 feet (French measurement) on Florida Street, by a depth and frontage of 237.50 feet (French measurement) on Foy Street, all between equal and parallel lines. Said Square #117 is composed of Lots 1 thru 4, inclusive, and is bounded on the North by Orleans Street, on the South by Florida Street, on the East by Clausel Street, and on the West by Foy Street.

LESS AND EXCEPT, those rights to that portion of the property transferred to the Department of Transportation and Development of the State of Louisiana for the widening of US 190 recorded February 19, 2003 as Instrument No. 1349927, which property is described therein and depicted on the survey attached thereto, but transferring to Purchaser herein the mineral rights reserved to vendor in such transfer.

Being property acquired by Ruth Appleton DeGrado, wife of/and Joseph DeGrado, Jr. by Cash Sale dated and recorded February 22, 1990 in the conveyance records of St. Tammany Parish as Instrument No. 743365, COB 1413, Page 476.

Parcel 2:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Section 46, Township 8 South, Range 11 East, Town of Mandeville, Parish of St. Tammany, State of Louisiana, being a portion of Square designated as No. 117, forming the corner of Florida Street (U.S. Hwy. 190) and Clausel Street, and measuring 266.45 feet front on the said Florida Street (U.S. Hwy. 190) same width on the rear line, between equal and parallel lines of 253.10 feet.

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MANDEVILLE

A Historic Lakefront Community

Planning and Zoning Commission

CLAIRE DURIO, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN
ZONING COMMISSION

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

MEMBERS:
SCOTT QUILLIN
ANDREA FULTON
NICHOLAS CRESSY
KAREN GAUTREAUX
PATRICK ROSENOW

March 26, 2025

**CITY OF MANDEVILLE PLANNING COMMISSION AND ZONING COMMISSION
RECOMMENDATION TO THE CITY COUNCIL TO AFFECT THE ANNEXATION OF A CERTAIN
PORTION OF LOT 3 AND LOT 4 SITUATED IN TOWN OF MANDEVILLE (OUTSIDE OF CORPORATE
LIMITS), SECTION 46, TOWNSHIP 8 SOUTH RANGE 11 EAST INTO THE CORPORATE LIMITS OF
THE CITY OF MANDEVILLE, DESIGNATING AND ASSIGNING THE PROPERTY FOR PURPOSES OF
ZONING AS B-2, HIGHWAY BUSINESS DISTRICT**

The City Council introduced Ordinance 25-05 at their February 13, 2025 meeting. The Ordinance is to annex two currently unimproved parcels of ground situated in Section 46, Township 8 South, Range 11 East, Town of Mandeville (outside of corporate limits) being a portion of Lot 4 and a portion of Lot 3 situated in Square 117. As part of the annexation procedure, any areas proposed for annexation are required to go before the Planning Commission and Zoning Commission for recommendation.

The Planning Commission and Zoning Commission held a work session on Tuesday, March 11, 2025, and a voting meeting on Tuesday, March 25, 2025, for case P25-02-01 and case Z25-02-01. The Planning Commission recommends approval of the proposed annexation, and the Zoning Commission recommends approval of the designation as B-2 Highway Business District to the City Council.

The Commissions stated that the proposed annexation would benefit the City in the form of additional tax revenue. Furthermore, by annexing the parcels within city limits there is control of any future development on the sites as they would have to adhere to the landscaping requirements of the City rather than the Parish.

As part of the procedure for annexations, the Commissions are required to submit their recommendation and report to the City Council. The Commissions voted 7-0 in favor of approving the annexation and zoning assignment.

Attachments:

Case Packet

CASE SUMMARY SHEET

CASE NUMBER: P25-02-01/Z25-02-01
DATE RECEIVED: December 19, 2024
DATE OF MEETING: February 11, 2025 and February 25, 2025

Address: Portion of Lot 3 & 4, Square 177
Subdivision: Town of Mandeville Unincorporated
Zoning District: Proposed to be B-2 Highway Business District
Property Owner: Stewart Private Equity Holdings, LLC

REQUEST: P25-02-01/Z25-02-01 – Recommendation to the City Council to affect the annexation of a certain portion of lot 3 and lot 4 situated in Town of Mandeville (outside of corporate limits), section 46, township 8 south range 11 east into the corporate limits of the City of Mandeville designating and assigning the property for purposes of zoning as B-2, highway business district and providing for other matters in connection therewith

CASE SUMMARY:

The City Council introduced Ordinance 25-05 at their February 13, 2025 meeting. The Ordinance is to annex two parcels of ground situated in Section 46, Township 8 South, Range 11 East, Town of Mandeville (outside of corporate limits) being a portion of Lot 4 and a portion of Lot 3 situated in Square 117. The parcels are currently unimproved.

The portion of Lot 4 measures 237’ along Foy St., 266’ along the rear property line, 238’ along the interior property line., and 266’ along Florida St. containing 1.46 acres. The portion of Lot 3 is irregular in shape, measuring 238’ along the interior property line, 266’ along the rear property line, 204’ along Clausel St., and 252’ along Florida St., containing 1.43 acres. These measurements are in accordance with the survey prepared by Kelly McHugh & Associates and dated July 19, 2018.

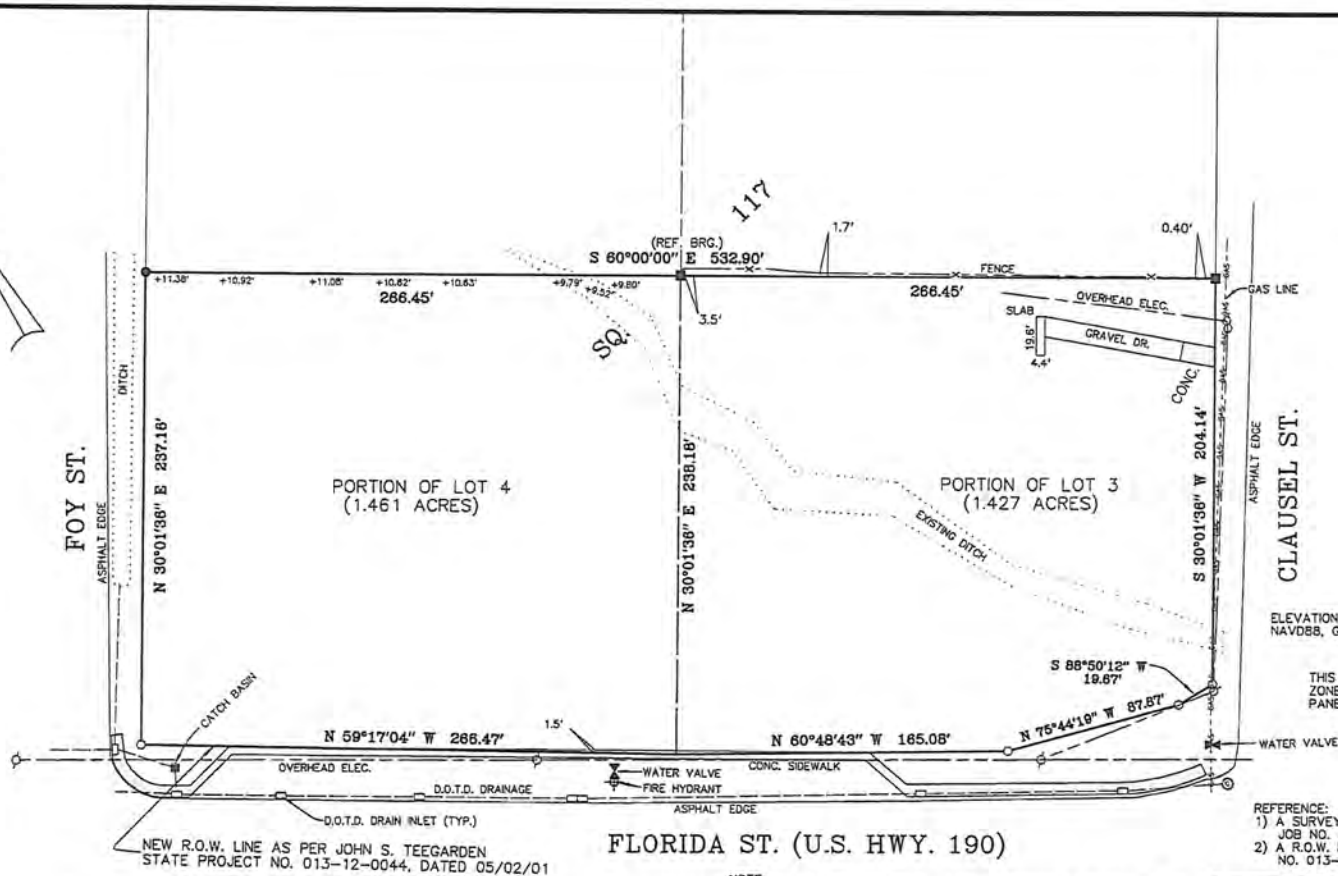
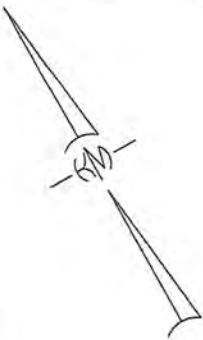
The property is currently zoned HC-2 Highway Commercial, the proposed zoning is B-2 Highway Business District. This site is located in Annexation Area One, but outside of Infill Areas One and Two. All sales tax revenue generated in Annexation Area One outside of Infill Areas One and Two shall be shared 80% to the City and 20% to the District. The property will be annexed into Council District 3.

CLURO SECTIONS:

7.5.9.1. Purpose of the B-2 Highway Business District

The purpose of the B-2 Highway Business District shall be to provide sites for office, retail and service establishments to serve the needs of the community as a whole. This district includes both multi-tenant shopping centers and individual development sites located typically on major arterial and collector streets.





- LEGEND
- = 1/2" IRON ROD SET
 - = 1/2" IRON ROD FOUND
 - = 1/2" IRON PIPE FOUND
 - ⊕ = POWER POLE
 - +10.50' = SPOT ELEVATIONS

HC-2 HIGHWAY COMMERCIAL
ZONING CLASSIFICATION

ELEVATIONS SHOWN HEREON ARE REFERENCED TO MSL,
NAVD83, GEOID 12(A).

THIS PROPERTY IS LOCATED IN FLOOD
ZONE "C"; BASE FLOOD ELEV. N/A; FIRM
PANEL NO. 225205 0360 C, REV. 04/02/91

- REFERENCE:
- 1) A SURVEY OF A PORTION OF SQ. 117, BY THIS FIRM.
JOB NO. 02-050, DATED 03/13/02
 - 2) A R.O.W. MAP BY JOHN S. TEEGARDEN, STATE PROJECT
NO. 013-12-0044, DATED 05/02/01

FLORIDA ST. (U.S. HWY. 190)

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UTILITIES: THE UTILITIES SHOWN ARE DEPICTED FROM VISIBLE UTILITIES
AND THOSE LOCATED FROM "LOUISIANA ONE CALL TICKET NUMBER 180347175."
THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES COMPRISE
ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, THE SURVEYOR
FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
LOCATION INDICATED. THE SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND
UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES.

UTILITY COMPANIES NOTIFIED VIA LOUISIANA ONE CALL TICKET NUMBER 180347175:

- ST. TAMMANY PARISH GOVERNMENT/TAMMANY UTILITIES
- CHARTER COMMUNICATIONS
- CLECO POWER, LLC
- CITY OF MANDEVILLE
- AT&T DISTRIBUTION
- ATMOS ENERGY
- SOUTHERN LIGHT
- WASHINGTON ST. TAMMANY ELECTRIC

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.



Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL
SURVEY MADE ON THE GROUND AND COMPLYING WITH THE
CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS
"C" SURVEY.

PREPARED FOR:

CHAFFE McCALL, LLP

SURVEY OF:

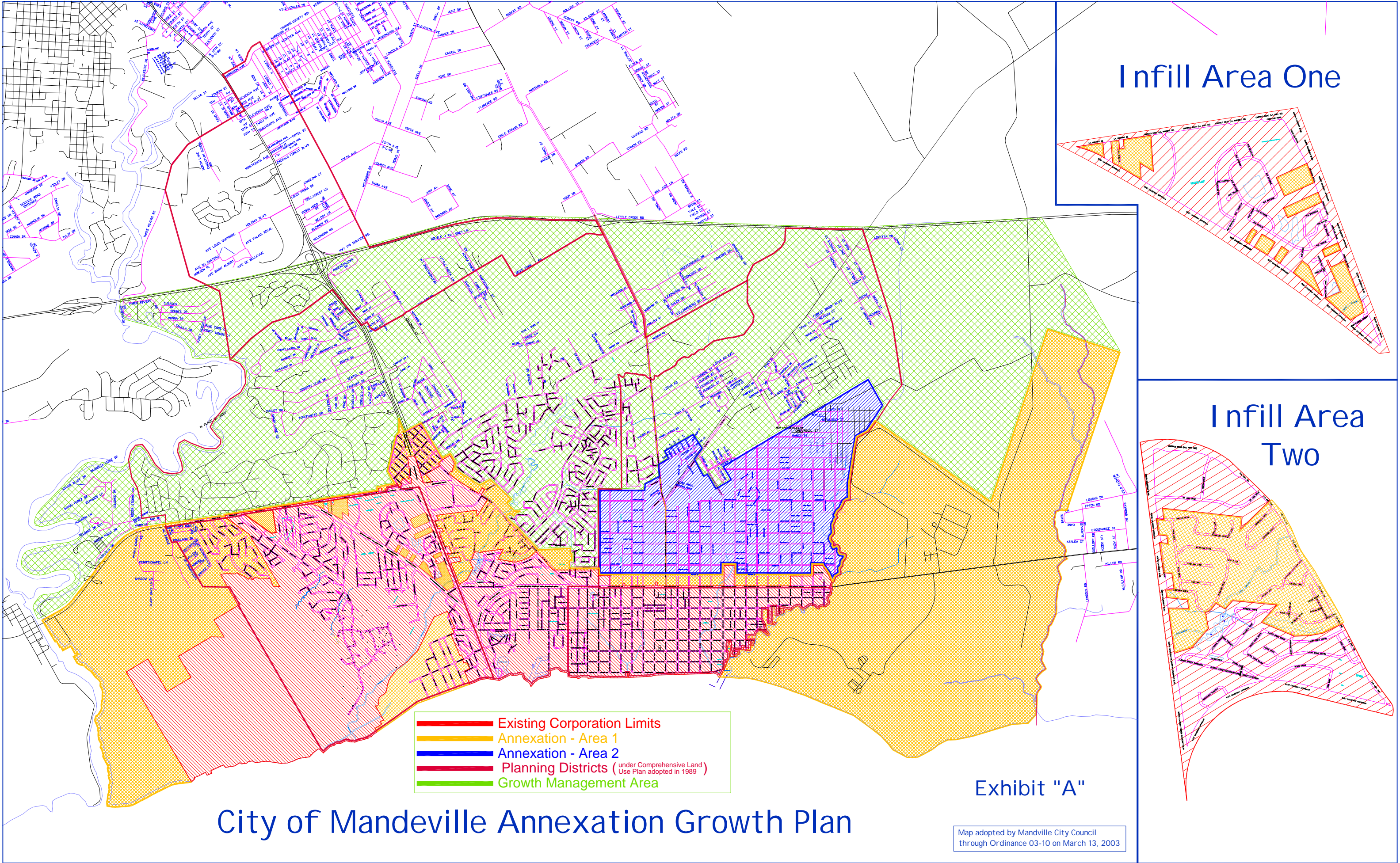
PORTION OF LOT 3 & PORTION OF LOT 4, SQ. 117,
TOWN OF MANDEVILLE, (UNINCORP.)
ST. TAMMANY PARISH, LA.

KELLY McHUGH & ASSOCIATES
CIVIL ENGINEERS & LAND SURVEYORS
MANDEVILLE, LOUISIANA

SCALE:	1" = 60'	DATE:	07/19/18
DRAWN:	DB	JOB NO.:	18-109
CHECKED:	KJM	DWG. NO.:	18-109-UTIL



Call before you dig.
1-800-272-3020



- h. *Design criteria.*
 - i. *Required landscape areas.* All developments shall comply with the planting and landscape buffer requirements per **Sec. 600-3.4** of this UDC.
 - ii. *Signage.* All signage shall comply with the standards per **Sec. 600-4** of this UDC.
 - iii. *Lighting.* All site lighting shall comply with the standards per **Sec. 600-2** of this UDC.
 - iv. *Parking/loading.* All parking and loading shall comply with the standards per **Sec. 600-5** of this UDC.

B. HC-2 Highway Commercial District.

1. *Purpose.* The purpose of the HC-2 Highway Commercial District is to provide for the location of moderately scaled, more intense retail, office and service uses, generally located along major collectors and arterials designed to provide services to a portion of the parish.
2. *Permitted uses.* Only those uses of land listed under **Exhibit 400-3 Permitted Uses** as permitted uses as well as the uses in the list below are allowed within the HC-2 District, with the exception of uses lawfully established prior to the effective date of this UDC from which this chapter is derived, or accessory uses in compliance with the provisions of this UDC. Uses in the list below with an “*” indicates that a use is permitted subject to development plan review by the Department of Planning and Development in accordance with **Chapter 200, Sec. 200-3.5**:
 - a. Animal services
 - b. Art studio
 - c. Athletic field
 - d. Auto repair and service*
 - e. Automobile sales
 - f. Bank or financial institution
 - g. Bed and breakfast
 - h. Building supply showroom
 - i. Car wash
 - j. Catering facility
 - k. Club or lodge
 - l. Community center
 - m. Community home*
 - n. Convention center
 - o. Day care center, adult
 - p. Day care center, child
 - q. Day care home

- r. Dwelling, single-family
- s. Dwelling, two-family
- t. Educational facility, adult secondary
- u. Educational facility, business college or school
- v. Educational facility, learning center
- w. Educational facility, elementary or middle school
- x. Educational facility, high school
- y. Educational facility, university and associated research center
- z. Educational facility, vocational school
- aa. Food processing
- bb. Garden supply and greenhouses
- cc. Gas station with convenience store
- dd. Golf course and recreational facility
- ee. Gymnasium
- ff. Hotel
- gg. Kennels, commercial
- hh. Laboratory
- ii. Liquor store
- jj. Marina, commercial
- kk. Manufacturing, artisan
- ll. Medical facility, clinic
- mm. Microbrewery*
- nn. Office
- oo. Office, Warehouse
- pp. Outdoor display of building, pool, and playground equipment
- qq. Outdoor retail sales
- rr. Outdoor storage yard
- ss. Park
- tt. Parking lot
- uu. Personal service establishment
- vv. Place of worship

- ww. Playground
 - xx. Printing establishment
 - yy. Recreational vehicle park
 - zz. Residential care facility
 - aaa. Restaurant, delicatessen
 - bbb. Restaurant, dine-in with lounge
 - ccc. Restaurant, dine-in without lounge
 - ddd. Restaurant, drive-thru
 - eee. Retail establishment
 - fff. Sales center with assembly processes
 - ggg. Short term rental*
 - hhh. Stormwater retention or detention facility
 - iii. Tower, radio, telecommunications, television or microwave*
 - jjj. Veterinary clinic, no outdoor kennels
 - kkk. Veterinary clinic, outdoor kennels
 - lll. Warehouse, self-storage
 - mmm. Wholesale goods establishment
3. *Permitted temporary uses.* The following temporary uses are permitted within the HC-2 District subject to development plan review by the Department of Planning and Development in accordance with **Chapter 200, Sec. 200-3.5**:
- a. Christmas tree sales
 - b. Firework sales
 - c. Mobile food trucks
 - d. On-location television or film productions (no sets)
 - e. On-location television or film productions (sets)
 - f. Seasonal produce or seafood stands
 - g. Snowball stands
4. *Site and Structure Provisions.*
- a. *Maximum building size.* The maximum building size in the HC-2 District shall be 40,000 square feet.
 - b. *Minimum lot area.* No new lot shall be created that is less than 20,000 square feet in area.
 - c. *Minimum lot width.* Minimum lot width is 80 feet.

Exhibit 400-3 Permitted Uses: Commercial Districts.

Use Category Specific Use	Commercial Zoning Districts										Use Standards
	NC-1	NC-2	GC-1	GC-2	PBC	HC-1	HC-2	HC-2A	HC-3	HC-4	
Residential											
Community Home	P*	P*	P*	P*	P*	P*	P*	P*			Section 400-8.J
Day Care Home	P	P	P	P	P	P	P	P			
Dwelling, Single-Family	P	P	P	P	P	P	P	P			
Dwelling, Two-Family	P	P	P	P	P	P	P	P			
Dwelling, Multiple-Family					P				P		
Residential Care Facility			P	P	P	P	P	P	P		
Commercial											
Adult Use										P	Section 400-8.A
Animal Services	P	P	P	P	P	P	P	P	P	P	
Art Studio		P	P	P	P	P	P	P	P	P	
Automobile Sales							P	P	P	P	Section 400-8.Y
Auto Racing										P	
Auto Repair and Service							P*	P*	P*	P*	Section 400-8.D
Bank and Financial Institution					P	P	P	P	P	P	
Bar (without Food Service)									P	P	
Bed and Breakfast		P	P	P	P	P	P	P	P	P	Section 400-8.E
Building Supply Showroom						P	P	P	P	P	
Car Wash						P	P	P	P	P	Section 400-8.HH
Catering Facility						P	P	P	P	P	
Cemetery									P	P	Section 400-8.H
Club or Lodge		P	P	P	P	P	P	P	P	P	
Convention Center				P	P	P	P	P	P	P	
Day Care Center, Adult		P	P	P	P	P	P	P	P	P	Section 400-8.O

Use Category Specific Use	Commercial Zoning Districts										Use Standards
	NC-1	NC-2	GC-1	GC-2	PBC	HC-1	HC-2	HC-2A	HC-3	HC-4	
Day Care Center, Child		P	P	P	P	P	P	P	P	P	Section 400-8.HH
Entertainment, Indoor							P	P	P	P	
Entertainment, Live Performances									P	P	
Funeral Home or Crematorium									P	P	
Garden Supply and Greenhouse		P	P	P	P	P	P	P	P	P	
Gas Station with Convenience Store						C*	P	P	P	P	Section 400-8.M
Hotel					P		P	P	P	P	
Kennels, Commercial							P	P	P	P	Section 400-8.C
Laboratory			P	P	P	P	P	P	P	P	
Liquor Store						P	P	P	P	P	
Marina, Commercial				P	P	P	P	P	P	P	
Medical Facility, Clinic	P	P	P	P	P	P	P	P	P	P	
Microbrewery						C*	C*	C*	P*	P*	Section 400-8.G
Office	P	P	P	P	P	P	P	P	P	P	
Office, Warehousing						P	P	P	P	P	
Outdoor Retail Sales							P	P	P	P	Section 400-8.BB
Outdoor Display of Building, Pool, and Playground Equipment							P	P	P	P	Section 400-8.DD
Parking Lot					P	P	P	P	P	P	
Place of Worship		P	P	P	P	P	P	P	P	P	
Personal Service Establishment		P	P	P	P	P	P	P	P	P	
Printing Establishment						P	P	P	P	P	
Recreation, Commercial									P	P	
Recreational Vehicle Park				P	P	P	P	P	P	P	Sec. 400-8.II
Retail Establishment		P	P	P	P	P	P	P	P	P	
Restaurant, Delicatessen		P	P	P	P	P	P	P	P	P	

Use Category Specific Use	Commercial Zoning Districts										Use Standards
	NC-1	NC-2	GC-1	GC-2	PBC	HC-1	HC-2	HC-2A	HC-3	HC-4	
Restaurant, Dine-In with Lounge.		C	C	C	C	P	P	P	P	P	
Restaurant, Dine-In without Lounge		P	P	P	P	P	P	P	P	P	
Restaurant, Drive-Thru						P*	P	P	P	P	Section 400-8.P
Sales Center with Assembly Processes							P	P	P	P	
Short Term Rental	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	Section 400-8.JJ
Transportation Terminal									P	P	
Truck Stop (video poker prohibited)										P	
Vehicle Impound Lot									P	P	
Veterinary Clinic, No Outdoor Kennels	P	P	P	P	P	P	P	P	P	P	Section 400-8.C
Veterinary Clinic, Outdoor Kennels							P	P	P	P	Section 400-8.C
Wholesale Goods Establishment						P	P	P	P	P	
Industrial											
Food Processing						P	P	P	P	P	
Manufacturing, Artisan							P	P	P	P	
Outdoor Storage Yard							P	P	P	P	Section 400-8.BB
Warehouse, Self-Storage							P	P	P	P	Section 400-8.Y
Agricultural and Open Space											
Athletic Field				P	P	P	P	P	P	P	
Golf Course and Recreational Facility				P	P	P	P	P	P	P	
Gymnasium				P	P	P	P	P	P	P	
Park				P	P	P	P	P	P	P	
Playground				P	P	P	P	P	P	P	
Public and Institutional											
Community Center				P	P	P	P	P	P	P	
Educational Facility, Adult Secondary		P	P	P	P	P	P	P	P	P	

Use Category Specific Use	Commercial Zoning Districts										Use Standards
	NC-1	NC-2	GC-1	GC-2	PBC	HC-1	HC-2	HC-2A	HC-3	HC-4	
Educational Facility, Business College or School					P	P	P	P	P	P	
Educational Facility, Learning Center		P	P	P	P	P	P	P	P	P	
Educational Facility, Elementary or Middle School		P	P	P	P	P	P	P	P	P	
Educational Facility, High School		P	P	P	P	P	P	P	P	P	
Educational Facility, University and Associated Research Center				P	P	P	P	P	P	P	
Educational Facility, Vocational School				P	P	P	P	P	P	P	
Utilities											
Electrical Energy Substation	P	P	P	P	P	P	P	P	P	P	
Small Wireless Facility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Solar Energy Systems					P*	P*	P*	P*	P*	P*	Sec. 400-8.KK
Stormwater Retention or Detention Facility	P	P	P	P	P	P	P	P	P	P	
Tower, Radio, Telecommunications, Television or Microwave			P*	P*	P*	P*	P*	P*	P*	P*	Section 400-8.RR
Utility					P						

Exhibit 400-4 Site & Structure Standards: Commercial Districts.

Site & Structure Standards	Commercial Zoning Districts									
	NC-1	NC-2	GC-1	GC-2	PBC	HC-1	HC-2	HC-2A	HC-3	HC-4
Building Size (Max)	5,000 sf	10,000 sf	20,000 sf	15,000 sf	250,000 sf	20,000 sf	40,000 sf	75,000 sf	250,000 sf	250,000 sf
Lot Area (Min)	20,000 sf									
Lot Width (Min)	60'				N/A	80'				
Lot Coverage (Max)	50%									