

Ord 25-21

THE FOLLOWING ORDINANCE WAS SPONSORED BY _____; MOVED FOR ADOPTION BY COUNCIL MEMBER _____; SECONDED FOR ADOPTION BY COUNCILMEMBER _____

ORDINANCE NO. 25-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING SECTION 9-31 OF THE CITY OF MANDEVILL CODE OF ORDINANCES AND APPENDIX C DIVISION 9 SECTION 9-31 REGARDING MONTHLY GARBAGE SERVICE CHARGES AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville is committed to maintaining a clean, healthy, and sustainable environment for all residents through regular collection and proper disposal of waste;

WHEREAS, waste disposal services are provided by a third-party waste management service provider to ensure the efficient and reliable collection of garbage and refuse;

WHEREAS, the cost of providing garbage collection services is directly influenced by the rates charged by the contracted service provider;

WHEREAS, it is necessary and in the public interest to ensure that the monthly garbage collection fees billed to residents and businesses accurately correspond to the rates charged by the service provider; and

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Mandeville hereby amends Section 9-31 of the City of Mandeville Code of Ordinances and Appendix C Division 9, Section 9-31 in their entirety to read:

“Sec. 9-31. Garbage service charge-Levied; collection of overdue charges.

The City of Mandeville shall levy, bill, and collect a monthly garbage/trash service charge in accordance with Division 9 of Appendix C of the City of Mandeville Code of Ordinances, which shall be determined by the Mayor and City Council after following a legal bid process and memorialized by a signed contract. There shall be apportioned charges for each occupied dwelling, residence, and apartment; and apartment complexes; and commercial establishments,

defined for the purposes of this Section as any retail or wholesale sales outlet dealing in any commodity, or professional office regularly open to the public. Should the rate increase as a result of the increase in the amount of refuse produced by the commercial establishment, the owner or proprietor of such establishment shall be notified prior to the increase.”

Appendix C, Division 9: “Sec. 9-31. Garbage service charge—Levied; collection of overdue charges.

(1) The monthly charge for the collection of garbage, trash and recyclables for users inside the city limits shall be as determined by the legal bid process memorialized by a signed professional services contract.

(2) The rates established by contract shall be automatically adjusted every July 1, by the addition of an amount equal to the change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers – Water and Sewer and Trash Collection Services for the immediately preceding year multiplied time the garbage rate then in effect. The City shall have the right to increase or decrease rates as it sees fit, which may be an adjustment greater than or less than the CPI then in effect, for each new contract it enters into to provide the services contemplated by this section.

(3) The City Council may approve any petition by its garbage contractor for a rate increase due to material and unforeseen changes in the cost of operations which were not contemplated in the professional services agreement.”

BE IT ORDAINED that this ordinance shall be effective following the Mayor’s signature;
and

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

And the ordinance was declared adopted this ____ day of _____, _____.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Ord 25-22

THE FOLLOWING ORDINANCE WAS SPONSORED BY _____;
MOVED FOR ADOPTION BY COUNCIL MEMBER _____; AND
SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

ORDINANCE NO. 25-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE DECLARING CERTAIN ITEMS AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; AUTHORIZING THE MAYOR TO EXCHANGE, DONATE, OR DISPOSE OF SURPLUS ITEMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, it is in the public interest that the City of Mandeville manage surplus items efficiently, responsibly, and in a manner that maximizes community benefit, whether through exchanges, donations, or other lawful means of disposal;

WHEREAS, the City of Mandeville is the owner of the items listed in the attached exhibit “A”;

WHEREAS, these vehicles are no longer needed for City use and should be declared surplus;

WHEREAS, the City may exchange, donate, or dispose of surplus vehicles in a manner prescribed by law and City Ordinances and Regulations;

WHEREAS, for any surplus items to be auctioned, an advertisement for bids for the items should be run in a local paper by the auction company on behalf of the City and the Mayor should be authorized to sell the items to the highest bidder;

NOW THEREFORE, be it ordained by the City Council of the City of Mandeville that the items listed in exhibit “A” shall be declared surplus and no longer needed for City use.

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to advertise for bids, accept the highest bidders, and execute the necessary documents by which to convey the items to the highest bidder in “as is” condition; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to execute the necessary documents by which to donate the surplus vehicles in “as is” condition or dispose of them in a manner provided by law;

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

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this Ordinance.

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

AYES:

NAY:

ABSTENTIONS:

ABSENT: 0

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

Alicia Watts

Clerk of Council

Scott Discon

Council Chairman

MANDEVILLE POLICE DEPARTMENT CURRENT UNIT SURPLUS

YEAR - MAKE - MODEL AND VIN:

1997 - CIRC - HE - HORSE TRAILER - 1C9HS18Z6VT459011

2007 - FORD EXPEDITION - 1FMFU18537LA83982

2008 - FORD - CROWN VICTORIA - 2FAFP71V98X154055

2009 - FORD CROWN VICTORIA - 2FAHP71V39X135303

2010 - FORD - ESCAPE - 1FMCU0DG0AKC04064

2010 - FORD - F150 - 1FTFW1EV9AFD34139

2010 - FORD - CROWN VICTORIA - 2FABP7BV8AX118845

2010 - FORD - CROWN VICTORIA - 2FABP7BV9AX118840

2011 - FORD - CROWN VICTORIA - 2FABP7BVXBX103269

2011 - FORD - CROWN VICTORIA - 2FABP7BV9BX103269

2011 - FORD - CROWN VICTORIA - 2FABP7BV7BX103268

2011 - FORD - CROWN VICTORIA - 2FABP7BV4BX103146

2011 - FORD - CROWN VICTORIA - 2FABP7BV5BX103267

2012 - CHEVROLET - IMPALA - 2G1WF5E3XC1227657

2012 - CHEVROLET - CAPRICE - 6G1MK5U21CL633755

2013 - CHEVROLET - IMPALA - 2G1WF5E34D1130830

2013 - CHEVROLET - TAHOE - 1GNLC2E06DR316049

2013 - CHEVROLET - TAHOE - 1GNLC2EOXDR316748

2014 - FORD - FUSION - 1FA6POG70F5107849

2014 - FORD - FUSION - 1FA6POG77F5107850

2014 - FORD - EXPLORER - 1FM5K8AR0FGA04329

2014 - FORD - EXPLORER - 1FM5K8AR9FGA04328

2015 - FORD - EXPLORER - 1FM5K8AR5FGB32629

2015 - FORD - EXPLORER - 1FM5K8AR8FGB61980

2017 - FORD - EXPLORER - 1FM5K8AR1HGD58265

MOTORCYCLES:

2010 - Harley Davidson - Road King - 1HD1FHM19AB661745

2005 - Harley Davidson - Road King - 1HD1FHW105Y672116



INTEROFFICE MEMO

TO: Alicia Watts
Elizabeth Sconzert

FROM: Alia Casborné

DATE: June 16, 2025

SUBJECT: Special Events Application Recommendations

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

Mandeville High School

Applicant: Sean Esker

Mandeville High School Homecoming Parade

Date/Time: Wednesday, October 1, 2025 – 6:00 PM

Location: Mandeville Lakefront (See Attached Map)

Approval Requests:

- *Parade Route*

Contingencies:

- **Coordination with MPD**
- **Certificate of Insurance**

Fresh Junkie Productions/Run Gulf Coast

Applicant: Doug Cain

Northshore Half Marathon & 10 Miler

Date/Time: Sunday, October 12, 2025 – 7:00 AM

Location: Mandeville Lakefront & Fountainsbleau State Park (See Attached Map)

Approval Requests:

- Race Route

Contingencies:

- Coordination with MPD
- Certificate of Insurance
- Coordination with MPD for barricades, signs, and cones

NextOp

Applicant: Christopher Brown

Veterans Day Parade & Jambalaya Cookoff

Date/Time: Saturday, November 8, 2025 – 11:00 AM - 6:00 PM

Location: Mandeville Lakefront (See Attached Map)

Approval Requests:

- Route Approval
- Street closure for concert on stage (across from Rest Awhile to Carroll)

Contingences:

- Certificate of Insurance
- Coordination with MPD for barricades, signs, and cones

Captain Liberto Memorial Fund

Applicant: Bailee Dean

Cookin' with the Blue Jambalaya Cookof

Date/Time: Sunday November 16, 2025 – 9:00 AM -5:30 PM

Rain Date: N/A

Location: Mandeville Trailhead

Approval Requests:

- *Permission to apply for ATC Permit*

Contingencies:

- *ATC Permit*
- *Certificate of Insurance*

Attachments

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Mandeville High School
Name of Authorized Representative Sean Esker Non-Profit/Tax-Exempt # _____
Mailing Address 1 Skipper Drive
City Mandeville State LA Zip 70471
Applicant Phone # 9856265225 x. 2159 Alt. Phone # 5049139283
E-Mail Sean.Esker@stpsb.org Application Fee Paid? ☐ YES ☐ NO

Name of Event: Mandeville High School Homecoming Parade
Date(s) of Event: Day 10/1 2025 Date / / Time 6 pm Rain Dates(s) N/A
Event Location: Mandeville Lakefront
Type of Event: ☐ New ☐ Recurring
☐ Fundraiser ☐ Concert ☐ Race/Run/Walk ☒ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Homecoming Parade Estimated Attendance _____

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input 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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: 

Printed Name: Christian Monson

Organization Represented: Mandeville High- STPSB

Office Held Principal Date 4/22/24

Please email completed application to acasborne@cityofmandeville.com.

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

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



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

☒ Fee received Date 1

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

8 officers - 4 hours x \$65/hr = \$2080

Approved:

L. Clay Madden
Mayor Clay Madden

6/6/25
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 235 Highlandia Drive Suite 200 Baton Rouge LA 70810	CONTACT NAME: PHONE (A/C, No, Ext): 225-292-3515 FAX (A/C, No): 225-292-3893 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: Travelers Casualty and Surety Co of America INSURER C: U.S. Specialty Insurance Company INSURER D: INSURER E: INSURER F:
INSURED St. Tammany Parish School Board 321 N. Theard Street Covington LA 70433	NAIC # 32603 31194 29599

COVERAGES	CERTIFICATE NUMBER: 977625713	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

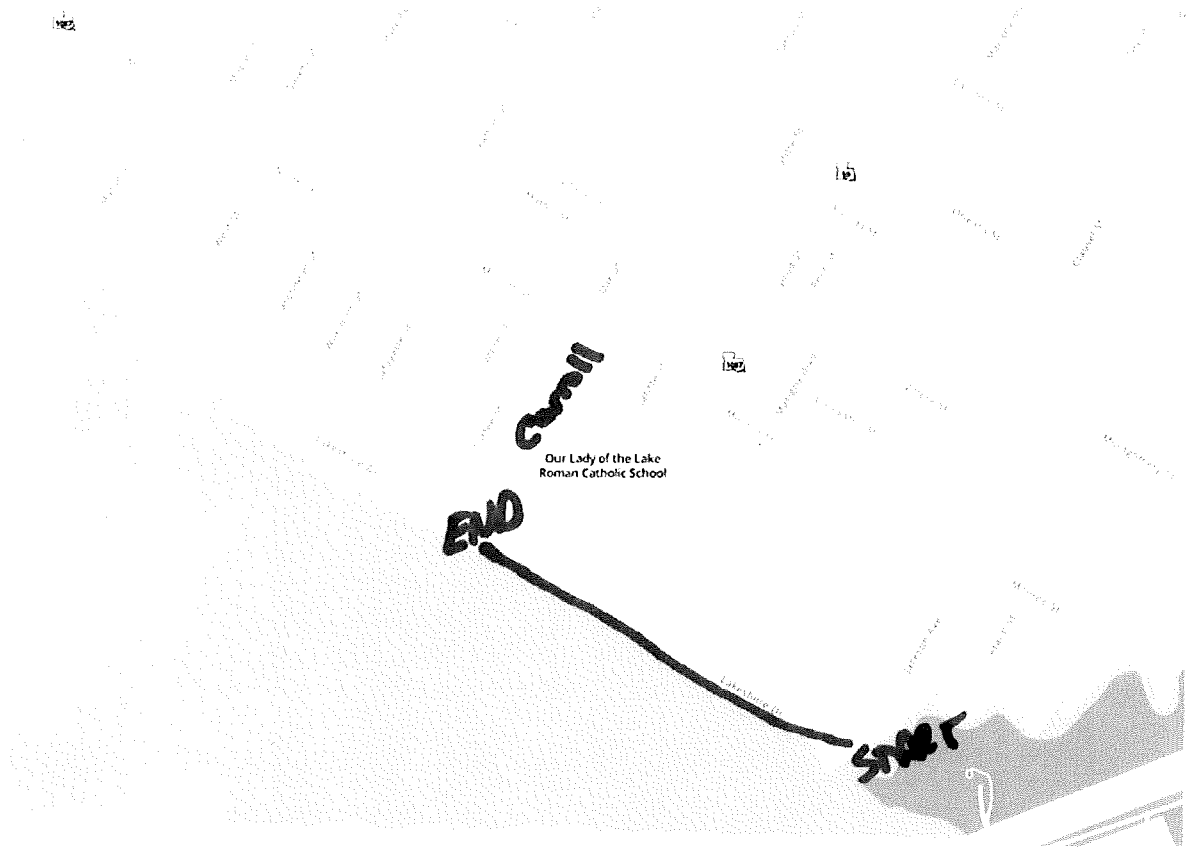
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PEM0000003-12	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ SIR \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PEM0000003-12	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCE-0991165-24	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	PO/EPL Crime			PEM0000003-12 105630248	7/15/2024 7/15/2024	7/15/2025 7/15/2027	PO/EPL \$500,000 SIR \$1,000,000 Empl Theft: \$100,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Mandeville High School Homecoming Parade.

CERTIFICATE HOLDER**CANCELLATION**

City of Mandeville 675 Lafitte Street Mandeville, LA 70448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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 FRESHJUNKIE Productions, LLC / Run Gulf Coast
Name of Authorized Representative Doug Cain Non-Profit/Tax-Exempt # 93-2891621
Mailing Address 3736 Perkins Rd
City Baton Rouge State LA Zip 70808
Applicant Phone # 2259214502 Alt. Phone # _____
E-Mail doug@freshjunkie.com Application Fee Paid? X YES ___ NO

Name of Event: Northshore Half Marathon & 10 Miler
Date(s) of Event: Day Sunday Date 10/12/25 Time 7:00am Rain Dates(s) _____
Event Location: Fountainbleau State Park

Type of Event: ☐ New ☒ Recurring
☐ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Running Event Estimated Attendance 1500

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>21</u>	
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event? <u>@ Fountainbleau</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

City of Mandeville
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Mandeville, LA 70448



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Fax: (985) 624-3128

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: Malcolm Cain

Printed Name: Malcolm "Doug" Cain, II

Organization Represented: FRESHJUNKIE Productions, LLC / Run Gulf Coast

Office Held Permitting Director Date 05/18/24

Please email completed application to acasborne@cityofmandeville.com.

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

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



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Fax: (985) 624-3128

SPECIAL EVENTS DEPARTMENT USE ONLY

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

☒ Fee received Date 6/12/25

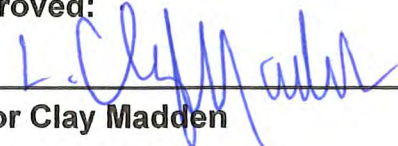
Certificate of Insurance? YES _____ NO _____ Will update

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$5200</u>	<u>Km</u>
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

20 @ 4 hr = \$65/hr \$5200

Approved:


Mayor Clay Madden

6/6/25
Date

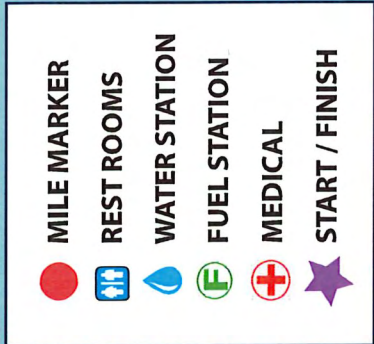
City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

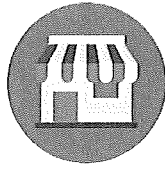
_____ Yes _____ No Date Approved: _____



FONTAINEBLEAU STATE PARK | OLD MANDEVILLE
NORTHSHOREHALF**MARATHON**.com







CITY OF MANDEVILLE--prev

Mandeville Trailhead Market

FOLLOW

3101 E CAUSEWAY APPROACH

MANDEVILLE, LA 70448

+1 985-626-3144

Custom Item \$25.00

Subtotal \$25.00

Bank fee 3.00 % \$0.75

Order total \$25.75

Total paid \$ 25 75

June 11, 2025 2:23 pm

Payment ID: 8JQW1YSEWNAKE

Order ID: 170GTBSRZMJ8E

"SEP FRESHJUNKIE PRODUCTIONS LLC
RUN GULF COAST "

Payment

VISA	VISA 5142	\$25.75
	Order amount	\$25.75

[Show Details](#)

PAYMENT ID: 8JQW1YSEWNAKE

View the Privacy Policies for
[Clover](#)

Mandeville Trailhead Market

DOUG CAIN
DOUG@FRESHJUNKIE.COM



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 NextOp
Name of Authorized Representative Christopher Brown Non-Profit/Tax-Exempt # 47-1429344
Mailing Address 307 Vireo Dr
City Mandeville State LA Zip 70448
Applicant Phone # 215-359-6217 Alt. Phone # _____
E-Mail chris@nextopvets.org Application Fee Paid? ☐ YES ☐ NO

Name of Event: Veterans Day Parade and Jambalaya Cook off
Date(s) of Event: Day Saturday Date 11 / 08 / 2015 Time 11:00 am Rain Dates(s) _____
Event Location: Lakeshore Dr. Mandeville

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

Description/Purpose of Event Veterans awareness Estimated Attendance 1500

EVENT DETAILS - Check all that apply:

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: 

Printed Name: CHRISTOPHER J. BROWN

Organization Represented: NEXT OP

Office Held _____ Date 9 APR 2025

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines

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



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

☒ Fee received Date 4/23/25

Certificate of Insurance? YES ☐ NO ☐ Will update

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$4160</u>	<u>KM</u>
Fire District #4	<u> </u>	<u> </u>
Public Works	<u> </u>	<u> </u>
TOTAL COSTS	<u> </u>	

Recommendation of Special Events Committee:

8 hours / 8 police / \$65 = \$4160

Approved:

L. Clay Madden
Mayor Clay Madden

6/6/25
Date

City Council Approval

Alcohol Permit:

☐ Yes ☐ No Date Approved:

Waiver of Lakefront Food & Drink Ordinance:

☐ Yes ☐ No Date Approved:

Jackson Ave. (start of parade)

Lakeshore Dr

Sponsors / vendors

Stage

Jambalaya
Cocks

Pat's Rest
Awhite

Carroll St (end of parade)

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: Mandeville FOP Lodge 42
2. Legal name(s): Individual, Partners, or Corporation Mandeville FOP Lodge 42
3. Apply for: Class unt
4. Business location 70448
 Telephone _____
 Mailing address _____
 Contact Person _____
 Phone No _____
 Fax Number () _____ Web Address yahoo.com

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

A.	Name	Title	SSN	Is Owner
	Resident Address	City State Zip	Home Phone Number	
B.	Name	Title	SSN	Is Owner
	Resident Address	City State Zip	Home Phone Number	
C.	Name	Title	SSN	Is Owner
	Resident Address	City State Zip	Home Phone Number	

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

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO
 If yes: Name N/A Location: _____
11. Has applicant applied for state liquor license? NO
12. Has the applicant ever been denied a state or local liquor license? NO
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
13. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? NO (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser: _____
15. Describe the part of the building to be occupied as: Trailhead
16. Open date for this location 11/16/25
17. Describe in detail your business. I.e.: Type of sales, activity, or service you perform:
Coffee

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: 417/25
 Signature of Preparer _____ Date _____

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: Bailee Dean

2.

Legal name(s): Individual, Partners, or Corporation The Captain Vincent N. Liberto Jr. Memorial Fund

3.

Apply for: Class "A" x Class "B" / High Content Low Content /Restaurant

4.

Business location address675 Lafitte St. Mandeville La 70448

Telephone (985) 5908849

5.

Mailing address P.O. Box 314 Mandeville La 70470-0314

6.

Contact Person Bailee DEan

Phone Number (985) 5908849E-Mail Address: captlibertomemorialfund@gmail.com

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	Title	SSN	% Owned
Resident Address	City State Zip	Home Phone Number	

B.

Name	Title	SSN	% Owned
Resident Address	City State Zip	Home Phone Number	

C.

Name	Title	SSN	% Owned
Resident Address	City State Zip	Home Phone Number	

9.

Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? If yes, list.

10.

Trade name	Owner=s name	address	License #
Does applicant hold State or City of Mandeville liquor license for current year at any other location?			
If yes: Name Location:			

11.

Has applicant applied for state liquor license? No

12.

Has the applicant ever been denied a state or local liquor license? No

12.

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

13.

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

14.

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

15.

Describe the part of the building to be occupied by business: Outside area

16.

Open date for this location November 16, 2025

17.

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

It is a fundraiser event held at the Mandeville Trailhead

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 of Capt. Liberto Memorial Fund

Signature of Preparer



Date June 16, 2025

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 Baylee Dean Date: 4/7/25
Mailing Address P.O. Box 314
City Mandeville State LA Zip 70470
Daytime Phone # 985-590-8849 Cell Phone # _____
E-Mail Capt liberto memorial fund @ gmail.com

Event Location: Trailhead Mandeville, LA

Date of Event: 11 / 14 / 25 Start Time: 9:00 a.m. End Time: 5:30 p.m.

Type of Event: Cookin' With the Blue Est. Attendance 200

☐ Copy of Lease/Letter

☐ Copy of Site Map

Event Details (if applicable): Cool-off Fundraiser

Partner With MPD

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 TRAILHEAD STANDARD RENTAL AGREEMENT

This document, entered into this 7th day of April, 2025, constitutes an Agreement between the City of Mandeville, hereinafter referred to as City, and The Capt. VNL Memorial Fund, hereinafter referred to as Renter or by Renters Authorized Representative, Bailee Dean, For use of the Mandeville Trailhead located at 675 Lafitte Street, Mandeville, LA, for the specified event on the specified date and time, as indicated below. The Renter's contact information is: Address: Capt. VNL Memorial Fund P.O. Box 314; City: Mandeville
State: La Zip 70470-0314 Phone or Cell Number: 985-590-8849; Email: captlibertomemorialfund@gmail.com.
Event: Cook'n with the Blue Date: November 16, 2025 Time: 6:00 AM | PM to 5:30 AM | PM

The Trailhead is to be notified at least 3 days prior to the rental date if cancellation becomes necessary. Failure to meet the 3-day cancellation requirement may result in forfeiture of all payments that have been made toward the rental. To cancel, please call the (985) 624-3147 during normal working hours (8:30 am – 4:30 pm).

The deposit reserves your date and serves as the damage/cleaning deposit. If there are no damages and the clean-up is satisfactory, the deposit will be refunded to the renter by check. Payment in-full is due no later than 2-weeks prior to the rental date. Failure to comply is subject to forfeiture of the deposit. Make checks or money orders payable to the "City of Mandeville".

PAYMENT RECORD:

Payment Date	Amount Paid	Indicate Cash or Check No.	Receipt #	Balance Due	Payment Deadline
<u>5/8/25</u>	<u>\$750</u>	<u>1009</u>	<u>128225</u>	<u>Ø</u>	<u>N/A</u>

NOTE: A \$15.00 FEE WILL BE CHARGED FOR ALL CHECKS RETURNED FOR INSUFFICIENT FUNDS.

The "Rental Guidelines" are included as part of this Rental Agreement. The Rental Guidelines provide details of the regulations and procedures for renting the Mandeville Trailhead. Renters are encouraged to thoroughly read these guidelines.

The Renter's signature below signifies that the Renter agrees to comply with the terms of this Agreement and to abide by the Rental Guidelines as set forth.

SIGNED: Bailee Dean
Renter or Authorized Representative

Alea Cassman
Authorized Agent for City of Mandeville

Res 25-31

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

RESOLUTION NO. 25-31

A RESOLUTION OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO SIGN A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND ST. TAMMANY PARISH TO UNDERTAKE ELIGIBLE COMMUNITY DEVELOPMENT AND HOUSING ASSISTANCE ACTIVITIES WITHIN THE CITY OF MANDEVILLE JURISDICTION; TO BE PRE-APPROVED BY THE CITY OF MANDEVILLE AND PARISH BEFORE ACTIVITY TAKES PLACE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville desires to undertake Community Development and Housing Assistance Activities that are within approved plans and enter into the Urban County Program along with St. Tammany Parish; and

WHEREAS, the Cooperative Endeavor Agreement is attached and made a part of this Resolution; and

NOW, THEREFORE BE IT RESOLVED that the Cooperative Endeavor Agreement by and between the City of Mandeville and St. Tammany Parish is hereby approved by the Mandeville City Council and the Mayor is hereby authorized to sign the Cooperative Endeavor Agreement between the City of Mandeville and St. Tammany Parish and to undertake Community Development and Housing Assistance Activities with the City of Mandeville jurisdiction.

BE IT FURTHER RESOLVED that the Mayor, the Honorable L. Clay Madden is hereby authorized to execute the said Cooperative Endeavor Agreement and any and all documents necessary and proper to the furtherance of this Resolution and agreement.

BE IT FURTHER RESOLVED 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 Resolution.

BE IT FURTHER RESOLVED, by the Mandeville Council of the City of Mandeville, Louisiana, acting as governing authority of said City and authorizes the Honorable L. Clay Madden, Mayor of the City of Mandeville to execute an agreement with the St. Tammany Parish Community Development and Housing Assistance, Urban County Program.

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

AYES:

NAYS:

ABSENT:

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

Alicia Watts
Council Clerk

Scott Discon
Council Chairman

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
PARISH OF ST. TAMMANY AND THE CITY OF MANDEVILLE
(Community Block Grant and HOME Program)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into effective on the date of full execution by both parties, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements by and among the following parties:

THE PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana, whose mailing address is PO BOX 628, Covington, LA 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized by law (hereinafter referred to as "PARISH"); and

THE CITY OF MANDEVILLE, a political subdivision of the State of Louisiana, whose mailing address is 3101 East Causeway Approach, Mandeville, LA, 70448, represented by and through Clay Madden, Mayor, duly elected and authorized, as per law (hereinafter referred to as "CITY").

The above captioned parties hereinafter may be collectively referred to as "Parties" and individually as "Party."

WHEREAS, the parties hereto have the authorization to carry out activities funded by annual Community Development Block Grant (CDBG) program and Home Investment Partnership (HOME) Program for Fiscal Years 2026-2028 and by any program income generated from the expenditure of such funds; and

WHEREAS, the Parties hereto, in order to obtain the benefits of the Housing and Community Development Act of 1974, as amended, do hereby enter into an Agreement to cooperate to undertake, or assist in undertaking, eligible activities

WHEREAS, the PARISH has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

WHEREAS, the PARISH has the authority to carry out the essential community development and housing activities in the unincorporated areas of St. Tammany Parish and seeks through this Agreement the authority by the CITY to carry out essential community development and housing activities within the CITY, and

WHEREAS, it is the desire of the parties that the Parish undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of St. Tammany Parish in unincorporated areas and within the CITY'S limits.

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

1. The CITY hereby authorizes the PARISH to submit for and receive funding under the CDBG Entitlement Program and the HOME Program from HUD for fiscal years 2026, 2027, and 2028, and all successive three-year qualification periods thereafter. The CITY further authorizes the inclusion of the CITY'S population for the purposes of calculating and making CDBG and HOME allocations directly to the PARISH.

2. The PARISH shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the Community Development Program.

3. Parish and CITY hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program.

4. If the CITY participates in using CDBG and HOME funds in conjunction or partnership with the Parish, then the provisions and requirements of the HUD and CDBG programs will be followed, including 2 CFR 200 Uniform Administrative Requirements and Cost Principles for federal awards;

5. The CITY and PARISH acknowledges that for the period covered by this Agreement it is ineligible to apply for grants under the State CDBG Program during this Agreement time period;

6. The CITY acknowledges the PARISH will submit for and receive HOME funding from HUD. The CITY acknowledges that it is ineligible to apply for HOME funds from the State, unless the state allows. The CITY is prohibited to apply for HOME funds from any other sources;

7. The CITY agrees to give formal responses to all St. Tammany Parish Department of Grants inquiries that relate to this Agreement as well as CDBG and HOME programming;

8. The PARISH agrees to solicit input for available CDBG and HOME funding for approved activities (or in support of activities) provided the CITY agrees to comply with HUD regulations and the aforesaid provisions;

9. The PARISH, in collaboration with the CITY, will develop eligible CDBG and HOME activities and projects to be carried out within the CITY, but cannot guarantee their funding. St. Tammany Parish is responsible for submitting the Consolidated Plan and all annual Action Plans and amendments to HUD.

10. The PARISH shall administer CDBG and HOME activities in the CITY unless otherwise provided under a sub-grantee Agreement as set forth in 24 CFR 570.503.

11. Upon notification by HUD of the Urban County 3-year Qualification Notice for the next qualification period, the PARISH will notify the CITY in writing of its right to continue participation or not to participate. The CITY agrees to reply timely and in writing to the PARISH if it chooses to exercise its right.

12. The CITY acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written set forth in 24 CFR 570.503.

13. The PARISH and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

14. The parties agree that the PARISH has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504.

15. The parties do hereby mutually commit to take all actions necessary to assure compliance with the PARISH'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. The CDBG and HOME grant will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; and will comply with the obligation to affirmatively further fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

16. The parties acknowledge that the PARISH is prohibited from funding activities in, or in support of, any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction, or that impedes the PARISH'S actions to comply with the PARISH'S fair housing certification.

17. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2026, 2027, and 2028. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the PARISH or the CITY provides written notice that it elects not to participate in a new qualification period. The PARISH, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the PARISH'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

18. Failure by either the PARISH or the CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

19. The PARISH and CITY understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG and/or HOME funds to a Metropolitan City, Urban County/Parish, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

20. This agreement will remain in effect for the three-year program period of Federal Fiscal Years 2026, 2027, and 2028, and until the CDBG, HOME, and any Program Income funds are expended, and the funded activities are completed, which begins on October 1, 2025. The PARISH or the CITY may not terminate or withdraw from the agreement while the agreement remains in effect;

21. By signing this agreement, the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

22. Authorized Representation: Each representative herein warrants that he has the requisite authority and permission to enter, sign and bind this office.

IN WITNESS WHERE OF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of _____, 2025 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH

BY: _____
Michael B. Cooper
Parish President

THUS DONE AND SIGNED effective as of _____, 2025 in the presence of the undersigned witnesses.

WITNESSES:

THE CITY OF MANDEVILLE

BY: _____
Clay Madden
Mayor

Entitlement Certification Form

This is to certify that I received the letter, dated April 14, 2025, from Parish President Mike Cooper regarding the Urban Parish Entitlement status.

I wish to:

☒ Accept status as an entitlement grantee and enter a joint agreement with St. Tammany Parish.

☐ Defer status as an entitlement grantee and participate through the state CDBG Small Cities program.



Clay Madden, Mayor
City of Mandeville

4-16-25

Date



Witness



Witness

Please return this completed form to St. Tammany Parish Government by **Friday, May 16, 2025**. The form may be submitted via mail or email to the address below:

St. Tammany Parish Government
Department of Grants
P.O. Box 628
Covington, LA 70434
or
grants@stpgov.org

If you have questions about the CDBG program, please contact Jeanne Marino, Director of the Department of Grants, at 985-867-5095.

Res 25-32

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

RESOLUTION NO. 25-32

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 RICHARD C. LAMBERT CONSULTANTS, LLC. PROFESSIONAL SERVICES AGREEMENT REGARDING THE OLD MANDEVILLE WATERLINES PROJECT AND PROVIDING FOR OTHER MATTERS CONNECTED THEREWITH.

WHEREAS the City of Mandeville and Richard C. Lambert Consultants, LLC entered into a professional services agreement on July 4, 2023, to provide professional engineering design services for a project to replace aging waterlines or to install new waterlines to connect existing waterlines, in addition to replacing hydrants, services connections, adding valves, and/or transferring service connections on a number of lines as requested by the Department of Public Works;

WHEREAS at the request of the City's Department of Public Works additional scope was added to the project consisting of surveying and professional engineering design services associated with installing an additional 1,050 linear feet of new 8" waterline, in addition to replacing hydrants, replacing or installing new valves, and installing new services connections as needed along Jackson Avenue from Montgomery Street to Livingston Street;

WHEREAS the City and Richard C. Lambert Consultants, LLC then further amended the original Agreement to add additional survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, and verification services (if requested) for the Old Mandeville Waterlines Project and to increase compensation accordingly;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the city to execute Amendment No.2 to the Professional Services Agreement with Richard C. Lambert Consultants, LLC. to extend the contract time one (1) year from July 24, 2025 to July 24, 2026 to continue providing engineering design, bidding, construction administration & project closeout services for the Old Mandeville Waterlines Project.

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 June 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

RICHARD C. LAMBERT CONSULTANTS, L.L.C.

COM PROJ. NO. 211.23.005

OLD MANDEVILLE WATERLINES PROJECT

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Richard C. Lambert Consultants, L.L.C. represented by Richard C. Lambert, P.E., Member/Manager (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on July 4, 2023 (the “**Agreement**”) to provide professional engineering design services for a project to replace aging waterlines or to install new waterlines to connect existing waterlines, in addition to replacing hydrants, service connections, adding valves, and/or transferring service connections on a number of lines as requested by the Department of Public Works. Waterlines will be upsized to a minimum of 8-inch in diameter or larger as needed.

WHEREAS, the original project scope as requested by the City consisted of replacing aging or installing new waterlines to connect existing waterlines, in addition to replacing hydrants, service connections, adding valves, and/or transferring services on a number of lines as requested by the City’s Department of Public Works in the Old Mandeville area along Montgomery Street from Foy Street to Colbert Street, Jackson Avenue from Livingston Street to Jefferson Street, Monroe Street from Jackson Avenue to Atalin Street, and Madison Street from Jackson Avenue to Atalin Street.

WHEREAS, Amendment No. 1 with an effective date July 1, 2024 modified the project scope as described below:

- Montgomery Street: Lamarque Street to end of existing waterline east of Foy Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Montgomery Street: End of existing waterline east of Foy to Jackson Street – installing new 8” waterline by directional drilling under Little Bayou Castine.

- Montgomery Street: Jackson Avenue to Colbert Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Jackson Avenue: Livingston Street to Madison Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Monroe Street: Jackson Avenue to Atalin Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Jackson Avenue: Jefferson Street to Madison Street – installing new service connections to existing waterline.
- Madison Street: Jackson Avenue to Atalin Street – installing new service connections to existing waterline.

WHEREAS, Amendment No. 1 with an effective date of July 1, 2024 modified the Consultant’s scope of services to provide additional surveying and professional engineering design services associated with the installation of an additional 1,050 linear feet of new 8” waterline and other incidentals related thereto along Jackson Avenue from Montgomery Street to Livingston Street.

WHEREAS, Amendment No. 1 further adjusted the Consultant’s professional services fee using the State of Louisiana Office of Facility Planning and Control fee curve calculator based on the revised Opinion of Probable Construction Cost (OPCC) of \$2,697,204.02 for the modified project scope of work.

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 Old Mandeville Waterlines Project;

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

- A. SERVICES:** The following survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) are added to the Consultant Scope of Work for the **Old Mandeville Waterlines Project**:

1. None.

B. COMPENSATION:

1. Fees Added for Old Mandeville Waterlines Project.

No fees are added to the Consultant's compensation for the services in the Agreement. Fee schedule is as follows:

Phase			Original Fee	Amended Fee	Total Fee
I	Survey <i>(as needed)</i>	(Lump Sum)	\$ 63,306.10	\$ 8,635.00	\$ 71,941.10
II	Preliminary Design	(Lump Sum)	\$ 84,751.88	\$ 11,485.12	\$ 96,237.00
IV(a)	Final Design	(Lump Sum)	\$ 42,375.94	\$ 5,742.56	\$ 48,118.50
IV(b)	Bid & Award	(Lump Sum)	\$ 10,593.99	\$ 1,435.63	\$ 12,029.62
V(a) & V(b)	Construction Administration & Closeout	(Lump Sum)	\$ 74,157.90	\$ 10,049.47	\$ 84,207.37
V(c)	Inspection, Reporting & Verification	(Hourly, Not-to-Exceed) (if requested)	\$ 127,440.00	\$ 17,712.00	\$ 145,152.00
VI(a)	Permitting	(Hourly, Not-to-Exceed)	\$ 7,500.00	\$ -	\$ 7,500.00
TOTAL			\$ 410,125.81	\$ 55,059.78	\$ 465,185.59

2. Maximum Amount. The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$0.00** for a not to exceed amount of **\$465,185.59**. 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

- Contract duration shall be extended for one (1) additional year from the end of the original contract expiration date (July 24, 2025) to a new date of July 24, 2026 for the consultant to continue providing engineering design, bidding, construction administration and project closeout services.

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.

RICHARD C. LAMBERT CONSULTANTS, L.L.C

BY: _____
RICHARD C. LAMBERT, P.E.
MEMBER / MANAGER

CORPORATE TAX I.D. _____

Res 25-33

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

RESOLUTION NO. 25-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR THE LAKEFRONT WETLANDS RESTORATION
PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH THE APPARENT LOW BIDDER, ONSHORE MATERIALS, LLC., AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the Lakefront Wetlands Restoration Project (“Berm”); and

WHEREAS, the City received five bids for the Lakefront Wetlands Restoration Project, the City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS, Neel-Schaffer, professional architects, have reviewed the bids on the above referenced project. The lowest bid of the two responsive bids was Onshore Materials, LLC. Based upon the Revised Statutes under which the City operates, the professional architect recommends awarding the contract to Onshore Materials, 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 \$2,042,910.00 and an alternate bid total of \$1,203,540.00 be accepted from Onshore Materials, 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 Onshore Materials, LLC. With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES: Zuckerman, Lane, Strong-Thompson, Vogeltanz, Discon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

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

Alicia Watts
Council Clerk

Scott Discon
Council Chairman

June 2, 2025

Ms. RuthAnn Chadwick, CPPB
Purchasing Agent
Contracts Administrator
City of Mandeville

Re: Mandeville Lakefront Wetlands Restoration (City Project No. 100.21.001) Bid Review and Recommendation

Dear Ms. Chadwick

We are in receipt of the five (5) bids that were submitted on May 28, 2025 for the above-referenced project. The following items are based on our review of the submitted bids:

- 1) As you noted, Junot Group, LLC did not provide a corporate resolution authorizing Mr. Tyler Gaspard to act on behalf of the corporation. Based on this omission, we agree their bid should be considered non-responsive.
- 2) As you noted, Baker Pile Driving and Site Development did not provide the required Contractor's License on the outside of the sealed envelope of their submitted bid documents. Based on this omission, we agree their bid should be considered non-responsive.
- 3) The surety provided by CurranCo LLC, MAJIS Michael A Jones Individual Surety, is not listed on the U.S. Department of Treasury Financial Management Services List of approved bonding companies (Department Circular 570). MAJIS Michael A Jones Individual Surety also does not appear to be listed as a Louisiana Domiciled Insurance Company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide. We cannot confirm the Surety is acceptable and recommend an additional review by the City's attorney to confirm if their bid is responsive.

The remaining two (2) bids are responsive bids. Of the two, Onshore Materials is the apparent low bidder with a Base Bid total of \$2,042,910.00 and an Alternate Bid total of \$1,203,540. The total bid for the Base plus Alternate Bid is \$3,246,450. The second bidder, Cycle Construction, had a total bid for Base plus Alternate Bid of \$3,862,516.50.

In review of the unit prices for the bid items, we note the following:

- 1) The unit price for item 203-02-01 Structural Borrow (Net Section) provided by Onshore Materials is \$138 per cubic yard. This is the highest unit price received and 72% more than the second, responsive bidder. However, it is only 36% more than the average unit price for all 5 bids received.
- 2) The unit price for items associated with riprap (Items 711-01-01, 711-03-01, 711-02-01) received from Onshore Materials are the lowest unit prices for the items individually. When compared to the second bidder, the price difference ranges from 12% less (item 711-02-01) to 40% less (item 711-01-01). When compared to the Engineer's Opinion of Probable Costs, the unit prices are approximately 32% less.
- 3) The unit price for item 727-01-01 Mobilization from Cycle Construction is \$900,000. This is the highest unit price received and more than twice the average unit price for all 5 bids received. It is nearly 3 times the unit price from the apparent low, responsive bidder and the Engineer's Opinion of Probable Costs.

The apparent low total bid from Onshore Materials is within 2.2% of the Engineer's Opinion of Probable Costs. This total is within the funds available for construction in the City of Mandeville's budget.

Based on our evaluation and subject to final review by the City of Mandeville attorney, we recommend the award of the Base plus Alternate Bid to Onshore Materials, LLC prior to the expiration of the 45 days set forth within the contract documents.

Attached you will find a summary table of the schedule of bid items for each bid, the Engineer's Opinion of Probable Costs for the same, and the average of each bid item unit costs. Should you have any questions, please contact us at 985-674-9820.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Phillips". The signature is fluid and cursive, with the first name "Amanda" and last name "Phillips" clearly legible.

Amanda Phillips, P.E.

Enclosure: Mandeville Bid Tabs

Cc: Keith LaGrange, City of Mandeville - Director of Public Works, (email)
Don Lancaster, NSI - Engineering Manager - Mandeville Office, (email)
Dain Gillen, NSI - Coastal Lead Louisiana, (email)



SUMMARY OF BID QUANTITIES									
BASE BID - Earthen Berm with Riprap Cover +7.0									
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	Engineer's Estimate		Cycle Construction		Onshore Materials	
				UNIT PRICE	TOTAL AMOUNTS	UNIT PRICE	TOTAL AMOUNTS	UNIT PRICE	TOTAL AMOUNTS
203-02-01	Structural Borrow (Net Section)	CUYD	4,860	\$ 43.77	\$ 190,837.20	\$ 80.00	\$ 348,800.00	\$ 138.00	\$ 601,680.00
203-04-01	Geotextile Fabric (Under 30lb Riprap Stone)	SGYD	3,800	\$ 10.00	\$ 38,000.00	\$ 11.00	\$ 41,800.00	\$ 5.10	\$ 19,380.00
203-05-01	Geotextile Composite Reinforcement (Under Berm)	SGYD	6,200	\$ 13.75	\$ 85,250.00	\$ 20.00	\$ 124,000.00	\$ 21.80	\$ 135,160.00
204-02-01	Turbidity Barrier (Base Bid)	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 62,000.00	\$ 62,000.00	\$ 45,000.00	\$ 45,000.00
711-01-01	Riprap (30 lb) (Bedding Stone)	TON	2,100	\$ 165.00	\$ 346,500.00	\$ 140.00	\$ 294,000.00	\$ 111.50	\$ 234,150.00
711-03-01	Riprap (440 lb) (Armor Stone)	TON	5,610	\$ 165.00	\$ 925,650.00	\$ 165.00	\$ 925,650.00	\$ 114.00	\$ 639,540.00
727-01-01	Mobilization (Base Bid)	LS	1	\$280,000.00	\$ 280,000.00	\$ 900,000.00	\$ 900,000.00	\$ 311,500.00	\$ 311,500.00
NS-203-02-01	Construction Site Survey (Base Bid)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 60,000.00	\$ 60,000.00	\$ 56,500.00	\$ 56,500.00
Base Bid Total				Subtotal \$ 1,939,337.20		\$ 2,756,250.00		\$ 2,042,910.00	
				Contingency \$ 193,933.72					
				Total \$ 2,133,160.92					

Non-responsive - Corporate Signing Authority Missing		Non-responsive - Contractor License Missing on Envelope		Non-responsive - Surety Not Listed US Treasury/LA DOI	
Junot Group, LLC		Baker Pile Driving		CurranCo LLC	
UNIT PRICE	TOTAL AMOUNTS	UNIT PRICE	TOTAL AMOUNTS	UNIT PRICE	TOTAL AMOUNTS
\$ 71.00	\$ 309,560.00	\$ 93.47	\$ 407,529.20	\$ 124.80	\$ 544,128.00
\$ 15.10	\$ 57,380.00	\$ 2.31	\$ 8,778.00	\$ 16.84	\$ 63,992.00
\$ 21.00	\$ 130,200.00	\$ 8.27	\$ 51,274.00	\$ 3.00	\$ 18,600.00
\$ 106,000.00	\$ 106,000.00	\$ 74,477.68	\$ 74,477.68	\$ 35,470.00	\$ 35,470.00
\$ 138.00	\$ 289,900.00	\$ 177.70	\$ 373,170.00	\$ 315.85	\$ 663,285.00
\$ 155.00	\$ 869,550.00	\$ 188.58	\$ 1,057,933.80	\$ 290.00	\$ 1,190,300.00
\$ 372,000.00	\$ 372,000.00	\$ 224,553.00	\$ 224,553.00	\$ 200,000.00	\$ 200,000.00
\$ 109,000.00	\$ 109,000.00	\$ 51,750.00	\$ 51,750.00	\$ 180,000.00	\$ 180,000.00
\$ 2,243,490.00	\$ 2,243,490.00	\$ 2,249,465.68	\$ 2,249,465.68	\$ 1,995,775.00	\$ 1,995,775.00

ALTERNATE 1 - Marsh Creation (North & South of Channel)									
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	Engineer's Estimate		Cycle Construction		Onshore Materials	
				UNIT PRICE	TOTAL AMOUNTS	UNIT PRICE	TOTAL AMOUNTS	UNIT PRICE	TOTAL AMOUNTS
203-01-01	Channel Excavation (Net Section)	CUYD	9,691	\$ 5.55	\$ 53,785.05	\$ 34.00	\$ 333,674.00	\$ 15.00	\$ 145,365.00
203-02-01	Marsh Fill Material (Net Section)	CUYD	8,869	\$ 29.87	\$ 264,737.81	\$ 47.50	\$ 420,992.50	\$ 65.00	\$ 576,095.00
203-04-02	Geotextile Fabric (Under 55lb Riprap)	SGYD	4,500	\$ 10.00	\$ 45,000.00	\$ 7.00	\$ 31,500.00	\$ 6.50	\$ 29,250.00
204-01-01	Erosion Controls - Straw Wattles or Straw Bales	LF	2,500	\$ 9.00	\$ 22,500.00	\$ 7.00	\$ 17,500.00	\$ 8.80	\$ 22,000.00
711-02-01	Riprap (55 lb) (Weir Stone & Channel Liner)	TON	2,540	\$ 165.00	\$ 419,100.00	\$ 125.00	\$ 317,500.00	\$ 112.00	\$ 284,480.00
739-01-01	Hydro-Seeding (Native Seed Mix) - Marsh Area	AC	4.75	\$ 9,000.00	\$ 42,750.00	\$ 11,600.00	\$ 55,100.00	\$ 7,600.00	\$ 36,100.00
727-01-02	Additional Mobilization (Alternative Bid)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 78,000.00	\$ 78,000.00	\$ 66,500.00	\$ 66,500.00
NS-203-02	Additional Construction Site Survey (Alternative Bid)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 43,750.00	\$ 43,750.00
Alternate #1 Bid Total				Subtotal \$ 947,872.86		\$ 1,106,266.50		\$ 1,203,540.00	
				Contingency \$ 94,787.29					
				Total \$ 1,042,660.15					

Base Bid + Alternate 1 Total	\$ 3,175,821.07	\$ 3,862,516.50	\$ 3,246,450.00	\$ 4,407,387.50	\$ 4,356,636.10
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LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Mandeville Lakefront Wetlands Restoration
City of Mandeville Project No.
100.21.001

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: Neel Schaffer, Inc. and dated: March 31, 2025.

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) #1 - 4/10/25, #2 - 4/22/25, #3 - 5/2/25, #4 - 5/13/25
#5 - 5/15/25

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:

Two million, Forty two thousand, Nine hundred Dollars (\$ 2,042,910.00)
ten and 00/100 —

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.

Alternate No. 1 - *Channel Excavation and Riprap lining installation, Marsh Creation north & south of Channel, and Weir installation* for the lump sum of:

One million, Two hundred three thousand, Five Dollars (\$ 1,203,540.00)
hundred forty and 00/100 —

Alternate No. 2 (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

N/A Dollars (\$)

Alternate No. 3 (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

N/A Dollars (\$)

NAME OF BIDDER: Onshore Materials, LLC

ADDRESS OF BIDDER: 127 Lincoln Lane, Thibodaux, LA 70301

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

48869

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

Joshua L. Arabie

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

Member / Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:**

DATE:

May 28, 2025

* 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) is attached to and made a part of this bid.

Onshore Materials, LLC
127 Lincoln Lane
Thibodaux, Louisiana 70301
License Number: 48869

BID DUE: May 28, 2025 @ 11:00am

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

SEALED BID ENCLOSED:

Mandeville Lakefront Wetlands Restoration
City of Mandeville Project No. 100.21.001
Addendum 1: 4/10/25
Addendum 2: 4/22/25
Addendum 3: 5/02/25
Addendum 4: 5/13/25
Addendum 5: 5/15/25

Central Bidding - Electronic Submittal Details**Title: ITB - MANDEVILLE LAKEFRONT WETLANDS RESTORATION****Bid ID:** 108734**Vendor Username:** Onshorecompany**Date/Time Submitted:** 2025-05-28 09:34:18***CL/COR#:** 48869****Bid Amount:** \$0.00**Bid Details/Outside of Envelope:**

Onshore Materials, LLC
127 Lincoln Lane
Thibodaux, LA 70301
Louisiana License Number: 48869

BID DUE: May 28, 2025 @ 11:00am
TO: City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

SEALED BID ENCLOSED:

Mandeville Lakefront Wetlands Restoration
City of Mandeville Project No. 100.21.001
Addendum 1: 4/10/25
Addendum 2: 4/22/25
Addendum 3: 5/02/25
Addendum 4: 5/13/25
Addendum 5: 5/15/25

 (CL/COR#: Contractor License Number or Certificate of Responsibility Number)** (Bid Amount: If Bid Amount is \$0.00, pricing may be included within attached documents if any were submitted)*

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Mandeville **BID FOR:** Mandeville Lakefront Wetlands Restoration
3101 E. Causeway Approach Project No. 100.21.001
Mandeville, LA 70448
(Owner to provide name and address of owner) *(Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	STRUCTURAL BORROW (NET SECTION)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-02-01	4,360	CU. YD	\$138.00	\$ 601,680.00

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	GEOTEXTILE FABRIC – UNDER 30LBS RIPRAP	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-04-01	3,800	SQ. YD	\$5.10	\$ 19,380.00

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	GEOGRID COMPOSITE FABRIC – UNDER BERM	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-05-01	6,200	SQ. YD	\$21.80	\$ 135,160.00

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	TURBIDITY BARRIER	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
204-02-01	1	LUMP SUM	\$45,000.00	\$ 45,000.00

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	RIPRAP (30LB) – UNDER ARMOR STONE	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
711-01-01	2,100	TON	\$111.50	\$ 234,150.00

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	RIPRAP (440LB) – ARMOR STONE	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
711-03-01	5,610	TON	\$114.00	\$ 639,540.00

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Mandeville
 3101 E. Causeway Approach
 Mandeville, LA 70448
(Owner to provide name and address of owner)

BID FOR: Mandeville Lakefront Wetlands Restoration
 Project No. 100.21.001
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	MOBILIZATION – BASE BID	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01-01	1	LUMP SUM	\$ 311,500.00	\$ 311,500.00

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	CONSTRUCTION SITE SURVEY – BASE BID	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-203-02-01	1	LUMP	\$ 56,500.00	\$ 56,500.00

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	CHANNEL EXCAVATION (NET SECTION)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-01-01	9,691	CU. YD	\$ 15.00	\$ 145,365.00

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	MARSH FILL MATERIAL (NET SECTION)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-03-01	8,863	CU. YD	\$ 65.00	\$ 576,095.00

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	GEOTEXTILE FABRIC – CHANNEL AND WEIR	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-04-02	4,500	SQ. YD	\$ 6.50	\$ 29,250.00

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Mandeville **BID FOR:** Mandeville Lakefront Wetlands Restoration
3101 E. Causeway Approach Project No. 100.21.001
Mandeville, LA 70448
(Owner to provide name and address of owner) *(Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
 Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	EROSION CONTROLS - STRAW WATTLES OR STRAW BALES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
204-01-01	2,500	LF	<u>\$8.80</u>	<u>\$ 22,000.00</u>	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	RIPRAP (55LB) - CHANNEL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
711-02-01	2,540	TON	<u>\$112.00</u>	<u>\$ 284,480.00</u>	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	HYDRO-SEEDING (NATIVE SEED MIX)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
739-01-01	4.75	ACRE	<u>\$7,600.00</u>	<u>\$ 36,100.00</u>	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	MOBILIZATION - ALTERNATE #1			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
727-01-02	1	LUMP SUM	<u>\$66,500.00</u>	<u>\$ 66,500.00</u>	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #	CONSTRUCTION SITE SURVEY - ALTERNATE #1			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
NS-203-02-02	1	LUMP SUM	<u>\$43,750.00</u>	<u>\$ 43,750.00</u>	

SECTION 00410

BID BOND FORM
FOR

Mandeville Lakefront Wetlands Restoration

Date: May 14, 2025

KNOW ALL MEN BY THESE PRESENTS:

That Onshore Materials, LLC of 127 Lincoln Lane, Thibodaux, LA 70301, as Principal, and Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944, 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 than 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:

Mandeville Lakefront Wetlands Restoration
City of Mandeville Project No. 100.21.001

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.

PRINCIPAL (BIDDER)
Onshore Materials, LLC

BY: 
AUTHORIZED OFFICER-OWNER-PARTNER

Joshua L. Arabic
Member / Manager

SURETY

Berkshire Hathaway Specialty Insurance Company

BY: 
AGENT OR ATTORNEY-IN-FACT (SEAL)
Richard Dobbs Jr, Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Berkshire Hathaway Specialty Insurance Company organized and existing under the laws of the State of NE and licensed to do business in the State of LA certifies and agrees, that if contract for Mandeville Lakefront Wetlands Restoration, City of Mandeville Project No. 100.21.001

for City of Mandeville

is awarded to Onshore Materials, LLC

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 14th day of May, 2025

Berkshire Hathaway Specialty Insurance Company

By: 
Richard Dobbs Jr, Attorney-in-Fact





James J. Donelon

COMMISSIONER OF INSURANCE

CERTIFICATE OF AUTHORITY

Whereas, the Berkshire Hathaway Specialty Insurance Company located at Nebraska has applied for a certificate of authority and made the filings required of such Insurer. Therefore, I, James J Donelon, the undersigned Commissioner of Insurance, do hereby certify that the said Berkshire Hathaway Specialty Insurance Company is authorized to transact its appropriate business of Burglary and forgery, Credit property and casualty, Crop, Fidelity, Fire and allied lines, Health and accident, Homeowners, Industrial Fire, Liability, Marine and transportation, Miscellaneous, Steam Boiler and Sprinkler Leakage, Surety, Vehicle, and Workers' Compensation Insurance in this State, in accordance with the laws thereof. This certificate shall remain in effect until cancelled, suspended, revoked or the renewal thereof refused.

In Testimony Whereof, I hereunto subscribe my name,
and affix the seal of my office at Baton Rouge this
2nd day of November A.D 2021.


James J. Donelon
Commissioner of Insurance

Amended: Original certificate effective date March 27, 1953

File Copy





Berkshire Hathaway
Specialty Insurance

50205

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Kimberly Rively, Ian Haden, Richard Dobbs Jr., Scott Mahorsky, 1 Valley Square, Suite 120 of the city of Blue Bell, State of Pennsylvania**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this May 14, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

General Correspondence

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Total invested assets	\$ 7,425,803,196	\$ 6,702,817,810	\$ 5,680,246,430
Premium & agent balances (net)	635,096,365	690,388,245	582,469,494
All other assets	224,603,005	204,404,036	217,334,073
Total Admitted Assets	\$ 8,285,502,566	\$ 7,597,610,091	\$ 6,480,049,997

LIABILITIES & SURPLUS*

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Loss & loss exp. unpaid	\$ 2,023,746,631	\$ 1,825,674,253	\$ 1,495,870,171
Unearned premiums	583,593,113	604,899,743	536,797,683
All other liabilities	1,079,218,932	1,240,939,865	1,065,221,844
Total Liabilities	3,686,558,676	3,671,513,861	3,097,889,698
Total Policyholders' Surplus	4,598,943,890	3,926,096,230	3,382,160,299
Total Liabilities & Surplus	\$ 8,285,502,566	\$ 7,597,610,091	\$ 6,480,049,997

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.



127 Lincoln Lane
Thibodaux, LA 70301

Onshore Materials, LLC
"For Your Material Needs"

Phone (985)449-0391
Fax (985)447-6729

LA State Contractor's # 48869

CERTIFICATE OF AUTHORITY AND RESOLUTION OF ONSHORE MATERIALS, LLC

WE UNDERSIGNED, being all of the members and managers of **ONSHORE MATERIALS, L.L.C.**, (the "Company"), do hereby certify that the Company is organized and existing as a limited liability company under and by virtue of the laws of the State of Louisiana, with its office at 127 Lincoln Lane.

MEMBER(S), MANAGER(S) AND AUTHORIZED SIGNER(S). We further certify that the following is a complete list of the names of all members and managers of the company with the certification that there are no members or managers except:

JERRY LEBLANC ARABIE – member/manager
JOSHUA L. ARABIE – member/manager

WE FURTHER CERTIFY that at a meeting of the members and managers of the Company (or by other duly authorized company action in lieu of a meeting), duly called and held, at which a quorum was present and voting, the following resolutions were adopted:

BE IT RESOLVED that all the members/managers have agreed as follows:

That anyone (1) of the member(s)/manager(s), namely JERRY LEBLANC ARABIE or JOSHUA L. ARABIE is authorized to execute on behalf of ONSHORE MATERIALS, L.L.C. any and all purchase agreements, disclosure statements, acts of sales, settlement statements, insurance instruments, building contracts, permits, or any other documents necessary for the operations of ONSHORE MATERIALS, L.L.C. include banking transaction as may be necessary in operations of said business and under such terms and conditions and agreements as said member/manager shall deem meet and proper in his own sole and uncontrolled discretion.

BE IT FURTHER RESOLVED that all that the actions of the member(s)/manager(s) may do by virtue of this authority is hereby ratified and approved.

WE each have read all of the provisions of this Certificate of Authority, and I certify and agree to its terms.

I, **Jerry Leblanc Arabie and Joshua L. Arabie** Members/Managers of Onshore Materials, LLC, do hereby certify that the above and foregoing is a true and correct copy of a Certificate of Authority and Resolution adopted at a meeting of the member and manager of the Company on the 14th day of October, 2019.

WITNESS MY SIGNATURE THIS 28th day of May, 2025, at Thibodaux, Louisiana.

MEMBERS/MANAGERS:


JERRY LEBLANC ARABIE


JOSHUA L. ARABIE

SECTION 00480 – AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LAFourCHe

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED
Holly Beusel, WHO AFTER BEING BY ME DULY
SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Officer
OF Orchard Materials, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE
PARTY WHO SUBMITTED A BID FOR Mandeville Lakefront Wetlands Restoration BID
NO. 100.21.001
AND SAID AFFIANT FURTHER SAID:

- 1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage of benefit from the City of Mandeville or in favor of any person interested in the proposed contract.

Holly Beusel
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 28th
DAY OF Aug, 20 25

[Signature]
NOTARY PUBLIC

Douglas A. Arabie, Notary Public,
State of Louisiana, My Commission
expires at death,
LA Bar Roll #35631

NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LAFOURCHE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Holly Beanel, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Officer OF Onshore Materials, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Mandeville Lakefront Wetlands Restoration BID NO. 100.21.001 AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Holly Beanel
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 28th
DAY OF May, 20 25


NOTARY PUBLIC

Douglas A. Arabie, Notary Public,
State of Louisiana, My Commission
expires at death.
LA Bar Roll #35631

AFFIDAVITS
PAGE 00480-2

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LAFOURCHÉ

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Holly Beemel, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Officer OF Onshore Materials, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Mandeville Lakefront Wetlands Restoration BID NO. 100.21.001 AND SAID AFFIANT FURTHER SAID:

Pursuant to La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

I HEREBY ATTEST THAT THE BIDDER

1. Is registered with and participates in the status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the State of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

Holly Beemel
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 28th
DAY OF May, 2025

Douglas A. Arabie
NOTARY PUBLIC

Douglas A. Arabie, Notary Public,
State of Louisiana, My Commission
expires at death.
LA Bar Roll #35631

SECTION 00480 – MANDEVILLE CODE OF CONDUCT

A. POLICY STATEMENT.

The citizens of the City of Mandeville rightfully expect elected municipal officials, unclassified employees and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

1. Elected municipal officials of the City of Mandeville.
2. Unclassified employees of the City of Mandeville.
3. Persons appointed or elected to the various boards and commissions of the City of Mandeville.
4. Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by the City of Mandeville. All elected municipal officials, unclassified employees and appointed personnel of the city in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Said persons should conduct themselves in a manner that merits public trust and confidence.

B. PURPOSE OF THIS POLICY.

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.

C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED, UNCLASSIFIED EMPLOYEES AND APPOINTED PERSONNEL.

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to the City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning the City, City personnel or proceedings of the City.

D. CONTRACTORS.

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of

business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official act or decision or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with the City of Mandeville.

E. COMPLAINTS.

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to: Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT "A"
CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: Holly Beusel;
if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that
the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of
Onshore Materials LLC and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana
Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City of
Mandeville, and

That, Onshore Materials LLC will conform to the provisions in the Code of Environmental Ethics and the
Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana, and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the
contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there shall
be a statement in every subcontract to that effect.

WITNESSES:

CONTRACTOR:

Sworn to and subscribed
before me this 28th day
of May, 2023

By:

Holly Beusel

Notary Public

END OF SECTION 00480

Douglas A. Arabie, Notary Public,
State of Louisiana, My Commission
expires at death.
LA Bar Roll #35631

MANDEVILLE CODE OF CONDUCT & AFFIDAVIT
PAGE 00480-6

AUTHORIZATION TO ACT FOR
ONSHORE MATERIALS, L.L.C.

STATE OF LOUISIANA
PARISH OF LAFOUCHE

BE IT KNOWN that on the 12th day of February, 2021, before me,
Notary Public, William N. Abel, duly commissioned and qualified in and for the aforesaid Parish
and State, and in the present of the undersigned witnesses, personally came and appeared:

JERRY LYNNE ARABIE and **JOSHUA L. ARABIE**, persons over the full age of
majority, who after being duly sworn, did acknowledge and declare that they are members of
ONSHORE MATERIALS, L.L.C. (the "Company"), whose Articles of Organization are
recorded in the office of the Louisiana Secretary of State, and they do hereby authorize and
empower, **HOLLY BECNEL**, controller for the Company, as follows:

1. To execute documents related to the buying or selling company vehicles and
materials, execute contract documents, to pay invoices on behalf of the Company;
2. To do and perform all such acts necessary to achieve the foregoing, including, receive
documents, copies and signing of all documents relating to these matters on behalf of
the Company.

This is to certify that the above and foregoing Authorization was duly adopted at a
special meeting of the members of Onshore Materials, L.L.C. held at the Company's office in
Thibodaux, Louisiana, on the above identified date, pursuant to proper notice and call, at which
meeting all members of the Company were present and voting throughout.

I do further certify that the above and foregoing Authorization remains in full force and
effect and has not been modified, repealed or rescinded, in whole or in part.

WITNESSES:

Aimee J. Deloatch

ONSHORE MATERIALS, L.L.C.

Jerry Lynne Arabie
BY: JERRY LYNNE ARABIE, MANAGER/MEMBER

Joshua L. Arabie

BY: JOSHUA L. ARABIE, MEMBER

ACCEPTED BY:

Holly Becnel
HOLLY BECNEL, CONTROLLER

William N. Abel
NOTARY PUBLIC

William N. Abel
Bar Roll #: 33702
Notary ID#: 92577

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and
Onshore Materials, 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 construction of a stone covered earthen berm, channel excavation, and marsh creation between Sunset Point Park and Lakeshore Dr. in Mandeville, LA., 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:

Mandeville Lakefront Wetlands Restoration
City Project No. 100.21.001
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for 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 115 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 145 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 \$ 3,246,450.00.
 - 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, inclusive).
2. Performance bond (pages 00610-1 to 00610-2, inclusive).
3. Payment bond (pages 00610-3 to 00610-5, inclusive).
4. General Conditions (pages 00700-1 to 00700-60, inclusive).
5. Supplementary Conditions (pages 00800-1 to 00800-13, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 15 sheets with each sheet bearing the following general title:
Mandeville Lakefront Wetlands Restoration project.
8. Addenda Nos. 1 through 5.
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
<u>City of Mandeville</u>	<u>Onshore Materials, LLC</u>
By: _____	By: _____
Title: <u>Mayor</u>	Title: _____ (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:
<u>City of Mandeville</u>	<u>Onshore Materials, LLC</u>
<u>3101 E. Causeway Approach</u>	<u>127 Lincoln Lane</u>
<u>Mandeville, LA 70448</u>	<u>Thibodaux, LA 70301</u>
	License No.: <u>44869</u>

Res 25-34

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

RESOLUTION NO. 25-34

**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 KYLE ASSOCIATES, LLC FOR THE
HWY 22 DRAINAGE PROJECT AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

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

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

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year from the Amendment No.1 extension, bringing the date to August 20, 2026, for the Consultant to continue services of the Agreement for the LA 22 Drainage Improvements Project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute Amendment No.2 to the Professional Services Agreement with Kyle Associates, LLC to continue providing the services of the Agreement of the Hwy 22 Drainage Project.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

KYLE ASSOCIATES, LLC

LA 22 DRAINAGE

IMPROVEMENTS PROJECT

CITY OF MANDEVILLE PROJ. NO. 700.21.004

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

RECITALS

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

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

WHEREAS, Amendment No. 1 with an effective date of September 1, 2023 modified the Consultant’s professional services fee to compensate the Consultant for the additional scope services beyond the original scope of work and to provide the additional topographical surveying, additional H&H modeling & analysis, and geotechnical investigation.

WHEREAS, Amendment No. 1 further extended the Consultant’s contract time two (2)

additional years from the original contract expiration date of August 20, 2023 to a new date of August 20, 2025 due to delays to the Consultant as a result of LADOTD request for additional work beyond original scope and to provide the additional topographical surveying, additional H&H modeling & analysis, and geotechnical investigation.

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 LA 22 Drainage Improvements Project;

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

- A. SERVICES:** The following survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) are added to the Consultant Scope of Work for the **LA 22 Drainage Improvements Project**:

1. None.

B. COMPENSATION:

1. **Fees Added for LA 22 Drainage Improvements Project.**

No fees are added to the Consultant's compensation for the services in the Agreement. Fee schedule is as follows:

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

	Phase (i)		\$75,500.00	-	\$75,500.00
	Phase (ii)		\$100,500.00	-	\$100,500.00
V(c)	Inspection, Reporting, & Verification	Hourly, NTE			
	Phase (i)		\$141,440.00	-	\$141,440.00
	Phase (ii)		\$141,440.00	-	\$141,440.00
	Permitting	Hourly, NTE	\$25,000.00	-	\$25,000.00
Total			\$1,224,880	\$54,375.00	\$1,279,255.00

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$0.00** for a not to exceed amount of **\$1,279,255.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE

1. Contract duration shall be extended for one (1) additional year from the end of the amended contract date August 20, 2025 to a new date of August 20, 2026 for the Consultant to continue providing Bid & Award, Construction Administration & Closeout, and Inspection, Reporting, & Verification services as needed.

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.

KYLE ASSOCIATES, LLC

BY: _____
JAMES E. POWELL, JR., P.E., PRINCIPAL
CORPORATE TAX I.D. _____

Res 25-35

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

RESOLUTION NO. 25-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF ENGINEERING (DOTD) FOR MOWING AND LITTER PICKUP FOR THE FISCAL YEAR ENDING JUNE 30, 2026 AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, pursuant to the provisions of LSA-R.S. 48: 193, DOTD is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA-R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48: 193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, DOTD lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the City of Mandeville to perform maintenance directly related to mowing and litter collection on the state Roadways located within the City of Mandeville.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby authorizes and empowers the Mayor of the City to execute a Maintenance Agreement between the City of Mandeville and the State of Louisiana Department of Transportation and Development for mowing and litter pickup services for the fiscal year ending in June 30, 2026.

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.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Jessica Farno

From: Jessica Farno
Sent: Wednesday, June 11, 2025 4:24 PM
To: Brett Pounds
Subject: RE: Remaining funds on current Mowing contract

Received and being routed. We'll let you know when it is ready for pick up.

Thank you,



Jessica Farno, CPA

Finance Director, City of Mandeville

Main: 985.626.3144

Direct: 985.624.3173

Email: jfarno@cityofmandeville.com

3101 E Causeway Approach
Mandeville, LA 70448



MANDEVILLE

A Historic Lakefront Community

From: Brett Pounds <Brett.Pounds@LA.GOV>
Sent: Wednesday, June 11, 2025 8:00 AM
To: Jessica Farno <jfarno@cityofmandeville.com>
Subject: Remaining funds on current Mowing contract

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

The city has \$5,000.00 available for payment on the current contract (ending June 30,2025).

I dropped a new contract off, at front desk, to be approved and signed by the mayor. Please let me know when it is ready. I will get our necessary signatures and return you with an original.

G. Brett Pounds
Transportation Operations Manager
St. Tammany & Washington Parishes
Louisiana Department of Transportation & Development
Office: 985-893-6223



**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2026

BETWEEN

MANDEVILLE

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF OPERATIONS**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this 1st day of July, 2025, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and City of Mandeville, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Clay Madden, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Mandeville; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these

amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions

shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by **DOTD**.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is 7.64 miles. Of this, 0.00 miles are Interstate Roadways; 2.36 miles are divided State Roadways and 5.28 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TEN THOUSAND DOLLARS**,

(\$10,000.00). It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for 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 this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2025**, and shall end on **June 30, 2026**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other

financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this ____ day of _____, 2025 .

WITNESSES

Municipality

BY: _____
(Signed Name)

(Printed Name)

Municipality _____

Address _____
() _____ **(Phone)**
() _____ **(Fax)**

Tax ID. # _____

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

_____, _____.

WITNESSES:

DOTD

Dalton Williams III
District 62 Engineer Administrator

Terrence J. Donahue, Jr.
Secretary

EXHIBIT “A”

**LIST OF ROUTES FOR MAINTENANCE AGREEMENT
MANDEVILLE
2025-2026**

DESCRIPTION	MILEAGE	
US 190 (Bayou Castine to Carondelet St.)	2.41	Undivided
LA 22 (Beau Chene Blvd. to 685' west of West Service Rd. of N. Causeway Blvd)	2.30	Undivided
Frontage Road (SW Corner of US 190 and LA 22)	0.57	Undivided
US 190 (Carondelet St. 685' west of West Service Rd. of N. Causeway Blvd)	2.36	Divided
TOTAL UNDIVIDED MILES:	5.28	
TOTAL DIVIDED MILES:	2.36	
TOTAL MILES:	7.64	

“Exhibit B”

Municipality _____ Fiscal Year _____
SRM No. _____
Date from _____ Date to _____

The Municipality will be required to report daily work activities on on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual

[illegible]

Signed By: _____

Printed Name: _____

Ord 25-03

THE FOLLOWING ORDINANCE WAS SPONSORED BY _____; MOVED FOR INTRODUCTION BY COUNCIL MEMBER _____; SECONDED FOR INTRODUCTION BY COUNCILMEMBER _____

ORDINANCE NO. 25-03

AN ORDINANCE OF THE CITY OF MANDEVILLE AMENDING THE PROVISIONS OF SECTION 10-70 OF THE CODE OF ORDINANCES OF THE CITY OF MANDEVILLE REGULATING PERMANENT PARKING WITHIN THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, there have been issues with permanent parking in “Town Center District”, which is the area between the north side of Woodrow Street, south side of General Pershing Street, west side of Girod Street and east of Carroll Street;

WHEREAS, “Permanent parking” is currently defined as parking in excess of six (6) hours;

WHEREAS, recognizing that the current time limitation on parking in the above-described areas imposes a hardship on the City of Mandeville Police’s record keeping efforts of “permanent parking”; and

WHEREAS, it is necessary to redefine “prohibited parking” and parking areas in order to promote the orderly use of the above-described areas, preserve the interests of all citizens seeking to use said areas, and support the efficient use of City of Mandeville Police resources.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Mandeville hereby amends “**Section 10-70 Permanent parking prohibited; definition; penalty for violation**” of the Code of Ordinances of the City of Mandeville in its entirety to read as follows:

(a) For purposes of this section:

(i) “Private Passenger Vehicles” shall be any motor vehicle with no more than two axels mainly intended for the transportation of people, weighing less than 10,000 pounds gross weight. Private passenger vehicles include cars, sport utility vehicles, vans, pickup trucks. Motorcycles and smaller motor homes.

(ii) “Commercial Vehicles” any motor vehicles used to transport goods or passengers for business purposes to include vehicles with more than two axes or over 10,000 pounds gross weight, buses, school busses, construction equipment, farm equipment, road tractors and trailers, tow trucks, delivery trucks, and flatbed trucks.

(b) Permanent parking shall be prohibited between the hours of 2:00am – 5:00am in the following areas:

(1) Both sides of Woodrow Street, from Girod St. to Carroll St. exempting Private Passenger Non-Commercial Vehicles registered in the State of Louisiana to a residence on Woodrow between Carroll St. and Girod street.

(2) General Pershing St. from Girod St. to Carroll St. exempting Private Passenger Non-Commercial Vehicles registered in the State of Louisiana to a residence on General Pershing between Carroll St. and Girod St.

(3) City owned parking lot for the Mandeville Trailhead.

(d) Whoever shall violate this section shall be fined under the penalty provisions under section 1-9 for each violation: \$75.00 First Offense, \$150.00 Second Offense, and \$300.00 Third Offense.

(e) The prohibition of this section shall not be intended to restrict prohibitions of parking in other areas and shall not apply to vehicles owned by the City of Mandeville actively engaged in the performance of official municipal duties.

BE IT ORDAINED that this ordinance shall be effective following the Mayor's signature; and

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

And the ordinance was declared adopted this ____ day of _____, _____.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Ord 25-12

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

ORDINANCE NO. 25-12

AN ORDINANCE OF THE CITY OF MANDEVILLE ADOPTING THE ADJUSTED MILLAGE RATES FOR TAXES SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2025 FOR THE PURPOSE OF FUNDING THE OPERATIONS AND MAINTENANCE OF THE POLICE DEPARTMENT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).

SECTION 1. That a special tax of 4.70 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2025 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050002**).

SECTION 3. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2025 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2025

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Ord 25-13

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

ORDINANCE NO. 25-13

**AN ORDINANCE OF THE CITY OF MANDEVILLE ADOPTING TAXES TO
LEVY ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF
MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2025 FOR THE
PURPOSE OF PAYING GENERAL MAINTENANCE AND OPERATIONS AND
ALSO FUNDING OPERATIONS AND MAINTENANCE OF THE POLICE
DEPARTMENT OF THE CITY IN ACCORDANCE WITH THE PROVISIONS
OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA
CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).**

SECTION 1. That a special tax of 2.79 mills on the dollar, down from 6.87 mills from 2024, of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2025 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

SECTION 2. That a special tax of .34 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2025 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050008**).

SECTION 3. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2025 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2025

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Ord 25-14

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

ORDINANCE NO. 25-14

AN ORDINANCE OF THE CITY OF MANDEVILLE ESTABLISHING THE AUTHORIZED MILLAGE RATE AND ROLLING FORWARD TO MILLAGE RATES NOT EXCEEDING THE MAXIMUM AUTHORIZED RATES FOR TAXES TO LEVY ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2025 FOR THE PURPOSE OF FUNDING THE OPERATIONS AND MAINTENANCE OF THE POLICE DEPARTMENT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).

SECTION 1. The taxing district is requesting to increase the authorized maximum millage rate of 1.0 to 5.08 but not in excess of the prior year's maximum rate, on all taxable property shown on the official assessment roll for the year 2025, and when collected, the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied.

SECTION 2. That a special tax of 5.08 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2025 for the purpose of funding the operations and maintenance of the Police Department of the City of Mandeville (**Tracking No. 5050002**).

SECTION 3. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2025 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

SECTION 4. The estimated amount of tax revenues to be collected in the next year from the increased millage is \$1,272,420 and the amount of increased taxes attributable to the Police Department Maintenance and Operations millage is \$1,021,943.

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

Ord 25-17

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

ORDINANCE NO. 25-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPROVING A CONDITIONAL USE PERMIT FOR THE USE DESIGNATED UNDER CLURO SECTION 6.4.42.3 LODGING (TRANSIENT) SHORT-TERM RENTAL: WHOLE HOUSE RENTAL, LOCATED ON 1109 VILLERE STREET, BEING A PORTION OF GROUND LOCATED IN SQUARE 90B ON LOT 4B ZONED AS R-3 MULTI-FAMILY RESIDENTIAL DISTRICT AND APPROVING A SITE PLAN, FLOOR PLAN, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Ordinance 19-34, adopted by the City Council on February 13, 2020, set forth the provisions for the use of Short-term Rentals, including Short Term Rental: Whole House Rental; and

WHEREAS, the City Council adopted Ordinance 25-02 on March 13, 2025, which amended the current provisions for Short-Term Rentals to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20; and

WHEREAS, CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental is defined as “*A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay*”; and

WHEREAS, Randall and Teresa Hamilton, the present owners of 1109 Villere Street are requesting approval of a Conditional Use Permit for the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located on 1109 Villere Street; and

WHEREAS, the property located at 1109 Villere Street is zoned R-3 Multi-Family Residential District and in accordance with CLURO Section 7.8 Table of Permitted Uses by Zoning District a Conditional Use Permit approval pursuant to Article 4 is required to allow the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental; and

WHEREAS, in accordance with CLURO Section 8.2.3.5 (E) Citywide Cap for Whole House Rentals (1), the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, ten (10) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and site plan has been prepared by the applicant and

submitted on April 15, 2025; and

WHEREAS, the City Council has received the recommendation of the Planning Commission of the City of Mandeville on this request; and

WHEREAS, in accordance with CLURO Section 4.3.3 Procedures for Conditional Use Permits, the City Council finds that the proposed use and site plan will serve the best interests of the City of Mandeville by providing a greater mix of lodging opportunity for visitors to the City while still maintaining the character and culture of the neighborhood, and the public health, safety, and welfare of the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the City Council does hereby approve the Conditional Use Permit in accordance with CLURO Section 4.3.3 for the use defined under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located on 1109 Villere Street.

BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville that this ordinance shall become effective immediately upon the signature of the Mayor.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this ____ day of _____ 2025

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman



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

CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING CONDITIONAL USE APPROVAL TO OPERATE A SHORT-TERM RENTAL: WHOLE HOUSE RENTAL AT 1109 VILLERE STREET

The City Council adopted Ordinance 25-02 at the March 13, 2025, meeting. This ordinance increased the allowed number of Whole House Rentals by 10 to a new maximum of 20. An application was submitted to the Planning Department on April 15, 2025, by the property owners of 1109 Villere to operate a Short-term Rental: Whole House Rental on site. As part of the procedure for Conditional Use Approval, any Conditional Use Permit is required to go before the Planning Commission for recommendation.

The Planning Commission held a work session on Tuesday, May 13, 2025, and a voting meeting on Tuesday, May 27, 2025, for case CU25-05-01. The Commission recommends approval of the proposed Conditional Use Permit to the City Council.

The Commission found that the submitted site plan and floor plan are in conformance with the proposed use of a Whole House rental. The property owners will also be living next door and will be able to quickly respond to any complaints received.

As part of the procedure for Conditional Use Approval, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 6-0 in favor approving the requested Conditional Use Permit.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET

CASE NUMBER: CU25-05-01
DATE RECEIVED: April 10, 2025
DATE OF MEETING: May 13, 2025 and May 27, 2025

Address: 1109 Villere St
Subdivision: Old Mandeville, Square 90B, Lot 4B
Zoning District: R-3 Multi-family Residential District
Property Owner: Randall and Teresa Hamilton

REQUEST: CU25-05-01 – Randall and Teresa Hamilton request Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Mandeville, Square 90B, Lot 4B, R-3 Multi-family Residential District, 1109 Villere

CASE SUMMARY: Request to operate a Whole House Short Term Rental

The applicant owns the property at 1109 Villere Street. The property is located on the north side of Villere St., west of Louvois St., east of Colbert St., and the Tammany Trace is located to the rear of the property. The property is slightly irregular in shape and measures 73’ along Villere, 133’ along the east property line, 73’ along the rear property line, and 125’ along the west property line and contains 9,579 sqft per a survey prepared by Kelly McHugh and Associates and dated 4.29.1993. The property is currently improved with a townhouse residence.

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The applicant lives at 1111 Villere and is requesting to operate a Whole House Short-term Rental out of the attached unit at 1109 Villere. The applicant stated that the current use of 1109 Villere is as a rental property with a standard annual lease.

1109 Villere is 1,600 sqft and contains 3 bedrooms and 2½ bathrooms. It will be listed as a 3 bedroom unit with a maximum of 6 guests. In a statement provided by the applicant they stated that *“Our goal is to attract families who want to bike since the Trace is behind the house. This should encourage outside revenue for the city as listed amenities will include restaurants, local shops, and bike rental shops”*.

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. The unit will be listed as a three-bedroom requiring three parking spaces on site. A site plan submitted by the applicant provides parking in the driveway and a carport.

CLURO SECTIONS:

4.3.3.8. Review and Evaluation Criteria

The Planning Director, the Planning Commission and the City Council shall review and evaluate and make the following findings before granting a Conditional Use Permit or Planned District zoning using the following criteria:

1. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed these which reasonably may result from use of the site by a permitted use.
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and land uses in the area.
6. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
7. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
8. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
9. Conformity with the objectives of these regulations and the purposes of the zone in which the site is located.
10. Compatibility of the proposed use and site development, together with any modifications applicable thereto, with existing or permitted uses in the vicinity.
11. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.
12. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or community aesthetics, or materially injurious to properties or improvements in the vicinity.

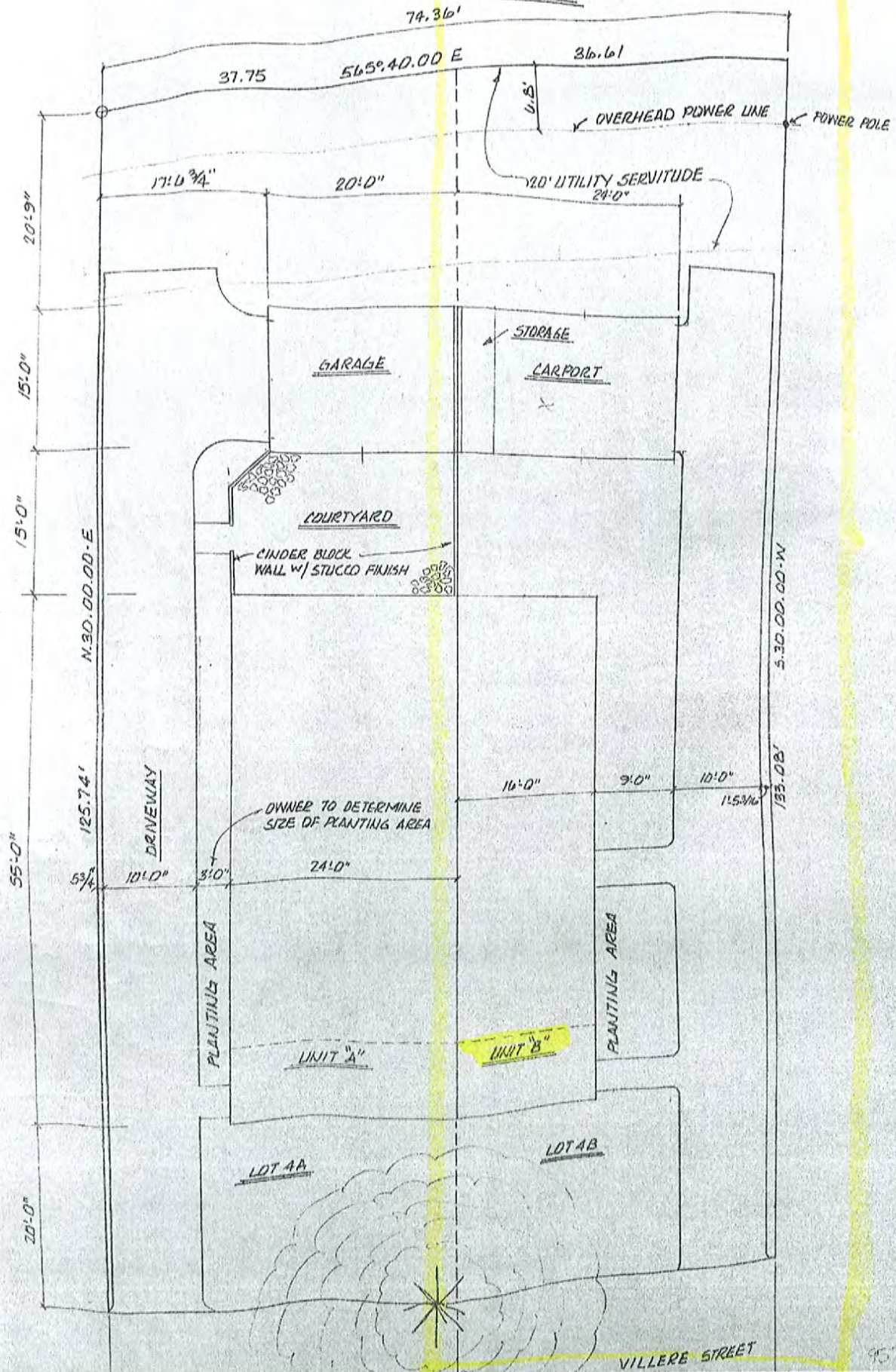
6.4.42.3 Lodging (Transient)— Short-term Rental: Whole House Rental

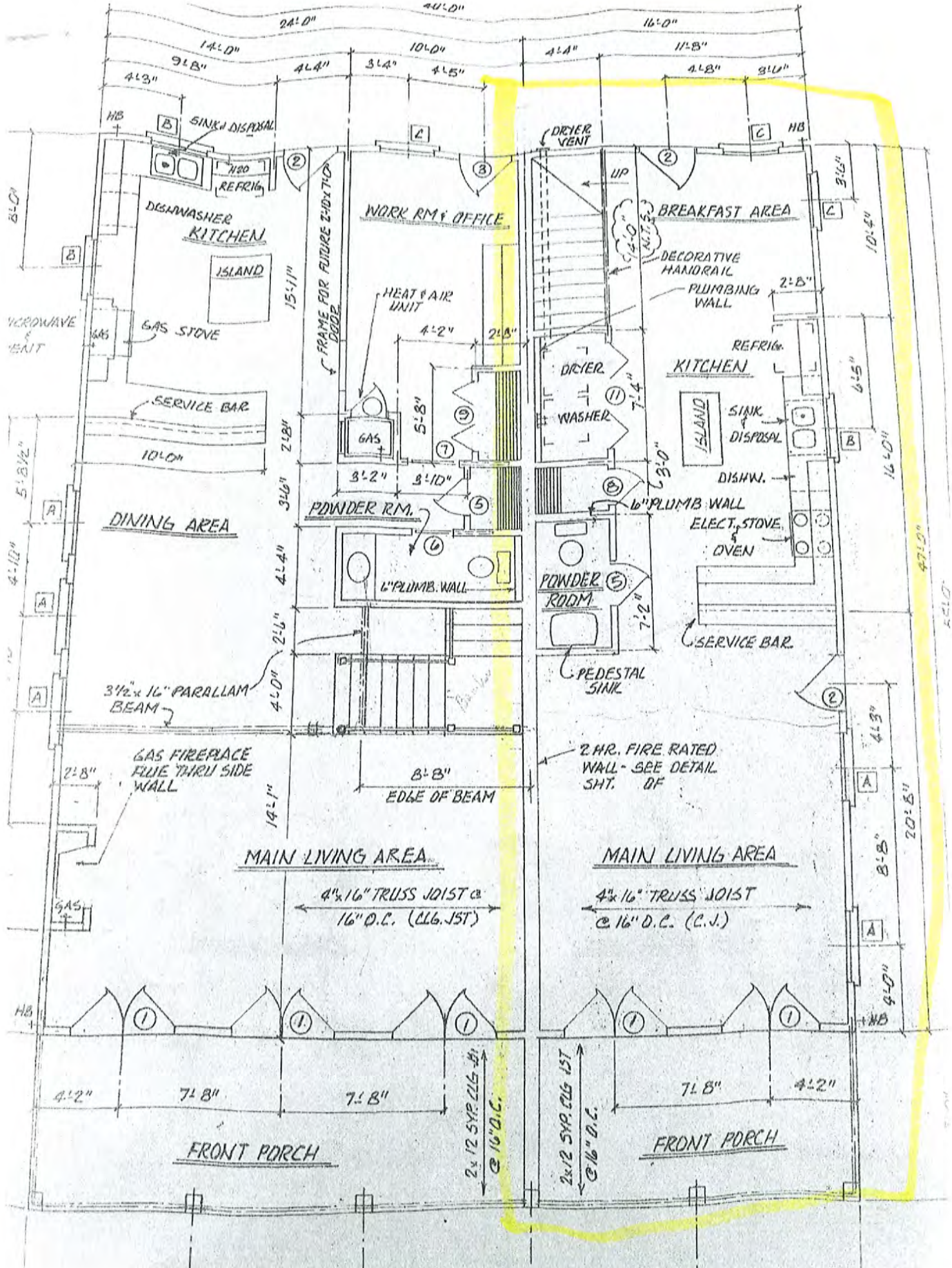
A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay.

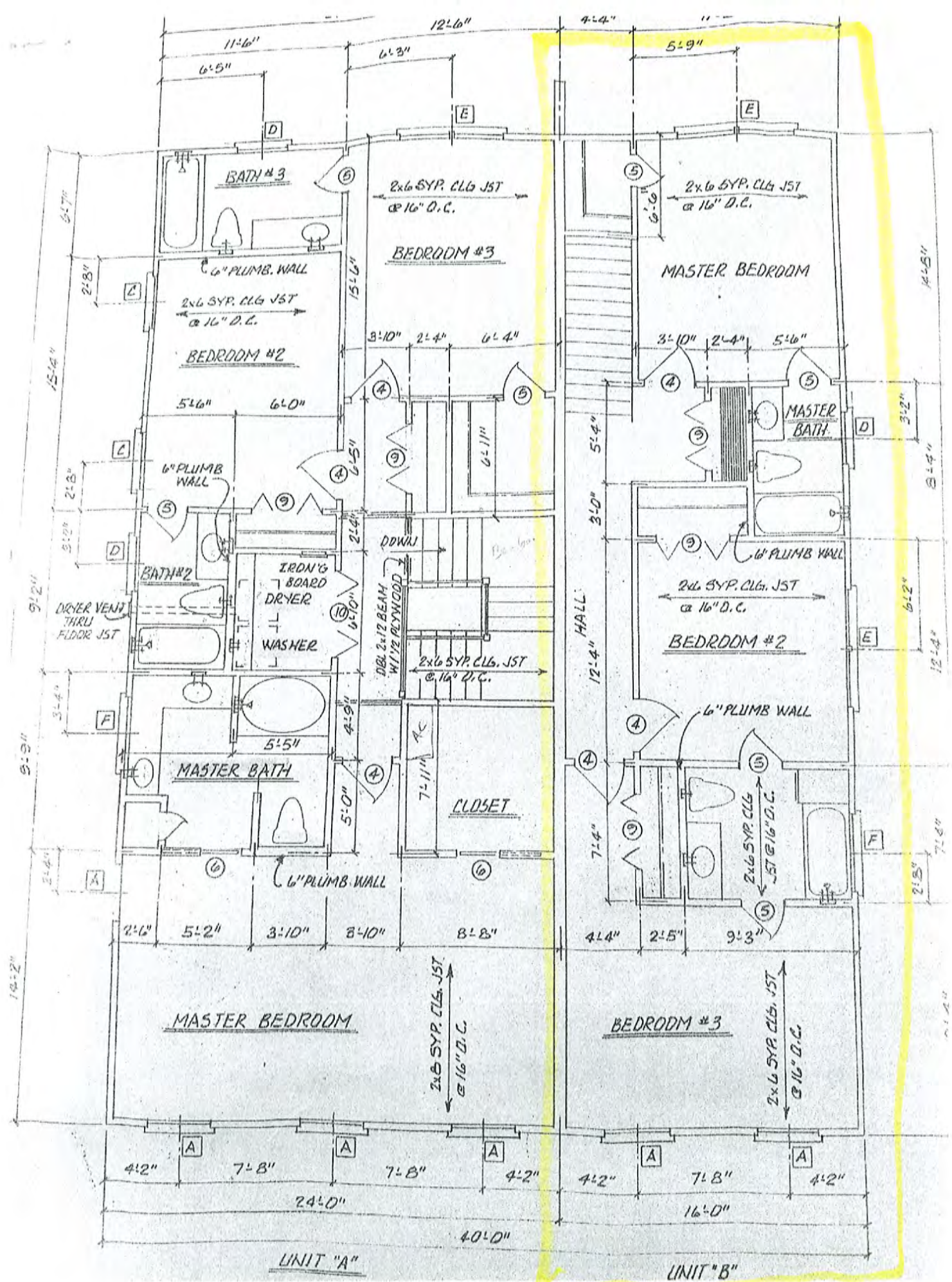


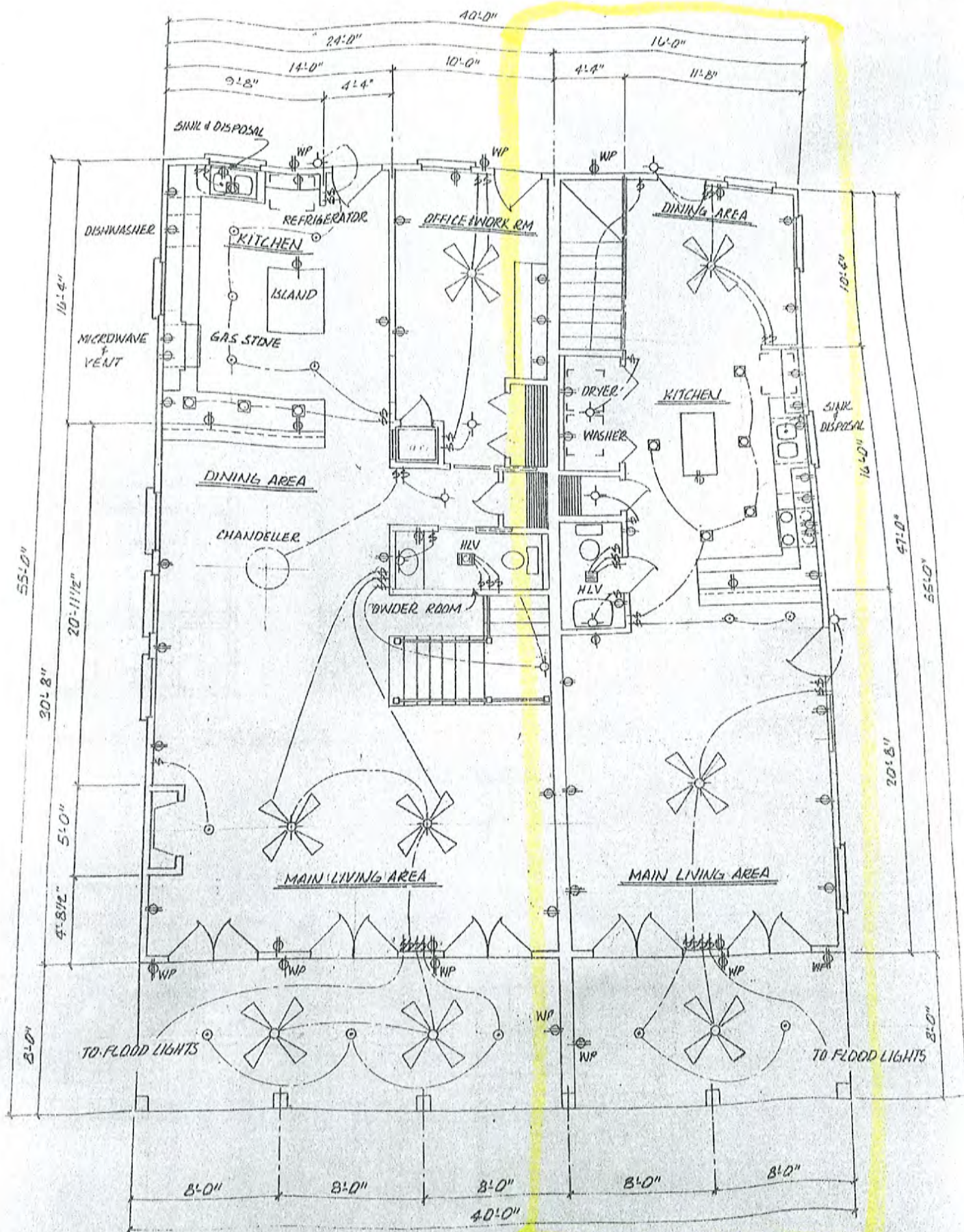
PLOT PLAN

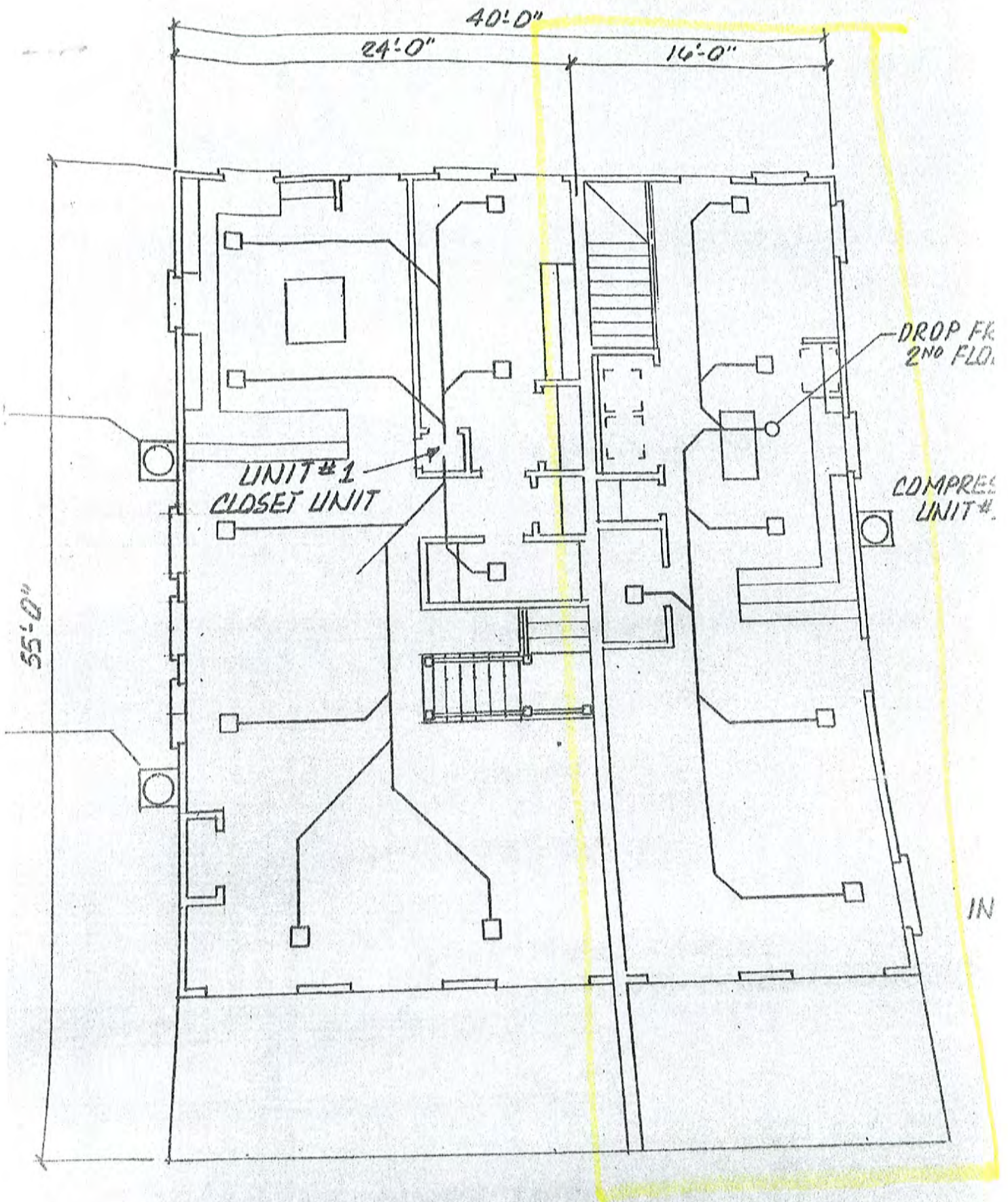
SCALE 1/8" = 1'-0"





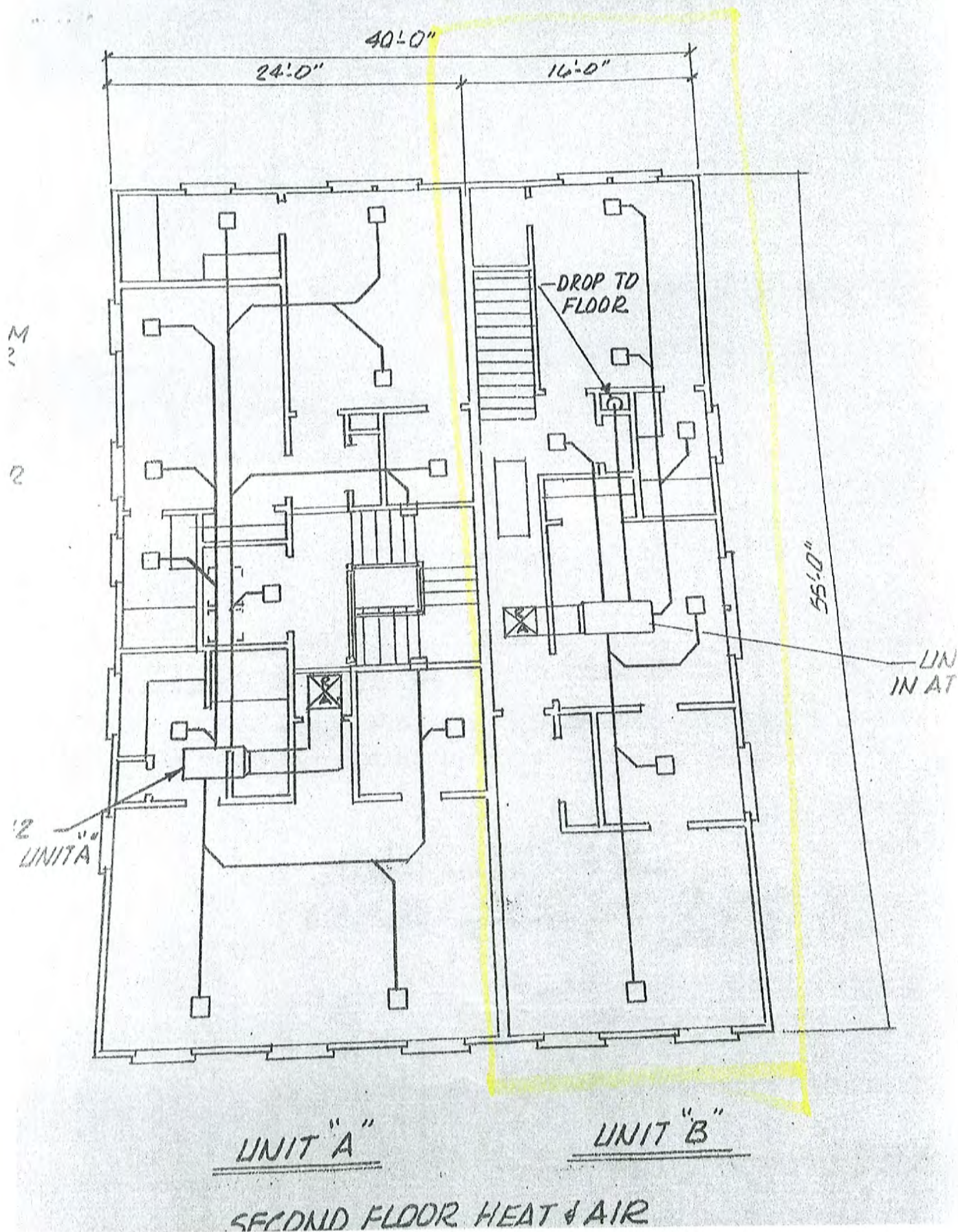


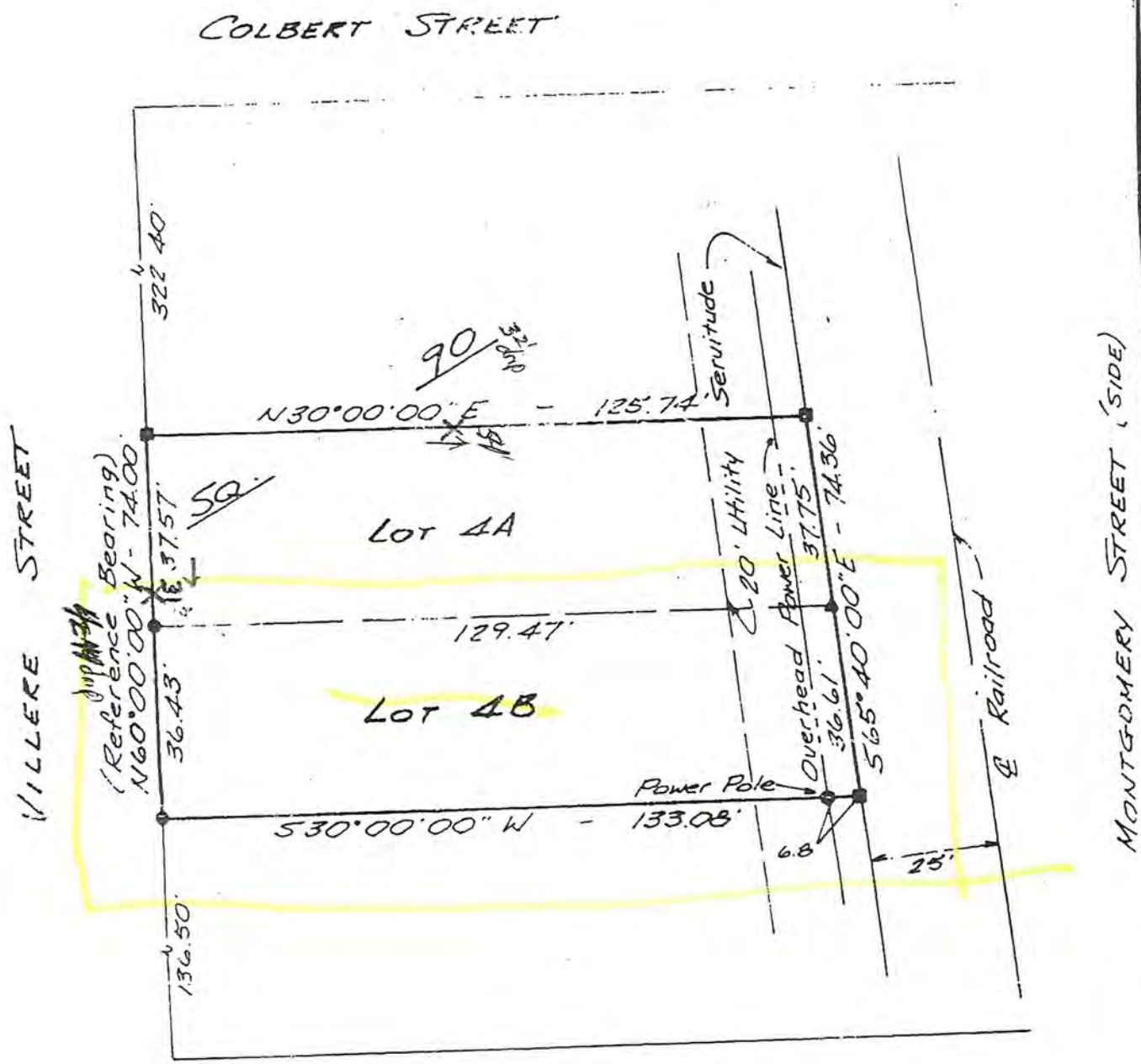




UNIT "A"

UNIT "B"





- LEGEND:
- 1/2" Iron Pipe Found
 - 3/4" Iron Pipe Found
 - ▲ 5/8" Iron Rod Found

THIS PROPERTY IS LOCATED IN:
FLOOD ZONE: A10; BASE FLOOD ELEV. 12.0'
FIRM PANEL NO.: 220202 0002; REV. 4-4-83

NOTE: SERVITUDES SHOWN HEREON ARE NOT NECESSARILY EXCLUSIVE. SERVITUDES OF RECORD AS SHOWN ON TITLE OPINION OR TITLE POLICY WILL BE ADDED HEREON UPON REQUEST. AS SURVEYOR HAS NOT PERFORMED ANY TITLE SEARCH OR ABSTRACT.



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. RED STAMP SIGNIFIES CORRECT PLAT.

Reference: Resubd. Plat by Fred L Tilley
filed for record 6-25-84, Map File
No. 833 B. No setbacks are shown.

BOUNDARY SURVEY OF:
Lots 4A & 4B, SQUARE 90,
CITY OF MANDEVILLE, (INCORPORATED)
St. Tammany Parish, Louisiana

PREPARED FOR:
Debra Moskovitz Trotter &
Frank C. Trotter

KELLY J McHUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 30'	DATED: 4-29-93
DRAWN: ej	JOB NO.: 93-196
REVISED:	

We are applying for an Air BnB license with the City of Mandeville.

The address of the property is 1109 Villere St.

It is a townhouse configuration and we live in the attached unit (1111 Villere St).

The proposed rental unit is 1600SF. It is 3 bedroom and 2 ½ baths. The zoning is R3 and it is outside of the historic district. Currently, and for the past 20 years, 1109 Villere has been a rental property with standard annual leases.

As we are residents next door, we will have constant monitoring of the unit and guests. As you know Air BnB has a pre-screening process for all prospective guests which will help to avoid unwanted visitors at our property.

It has ample parking on the driveway at the unit.

We will list it as a 3 bedroom with a maximum of 6 guests. Our goal is to attract families who want to bike since the Trace is behind the house. This should encourage outside revenue for the city as listed amenities will include restaurants , local shops and bike rental shops.

Thank you for your consideration,

Hew and Terri Hamilton

CU25-05-01

Applicant requests Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Mandeville, Square 90B, Lot 4B, R-3 Multi-family Residential District, 1109 Villere

CU25-05-01

The applicant owns the property at 1109 Villere Street. The property is located on the north side of Villere St., west of Louvois St., east of Colbert St., and the Tammany Trace is located to the rear of the property.

The property is slightly irregular in shape and measures 73' along Villere, 133' along the east property line, 73' along the rear property line, and 125' along the west property line and contains 9,579 sqft per a survey prepared by Kelly McHugh and Associates and dated 4.29.1993.

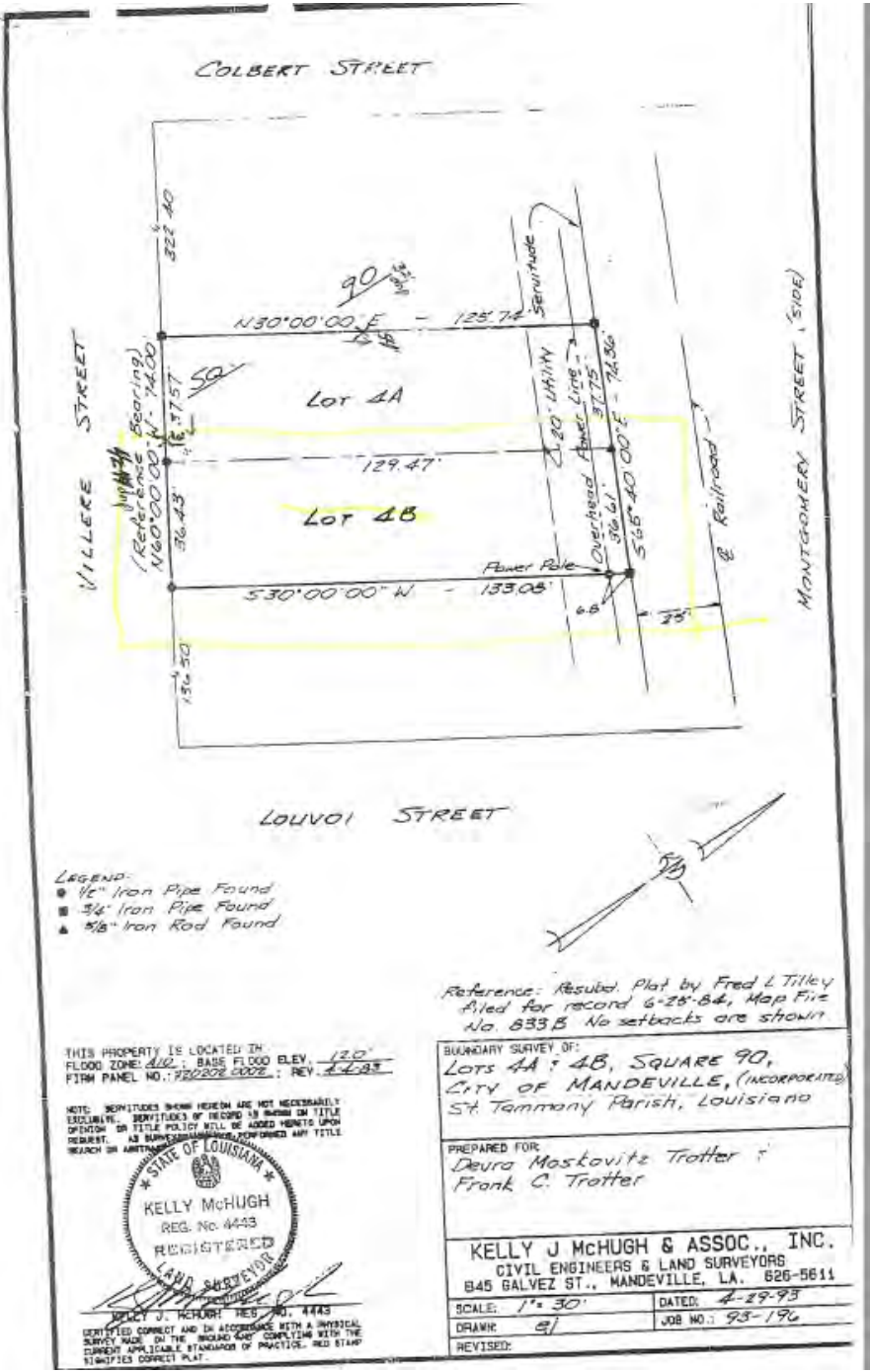
The property is currently improved with a townhouse residence.



CU25-05-01

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The applicant lives at 1111 Villere and is requesting to operate a Whole House Short-term Rental out of the attached unit at 1109 Villere.

The applicant stated that the current use of 1109 Villere is as a rental property with a standard annual lease.



MANDEVILLE
Planning & Zoning
Commission

CU25-05-01

1109 Villere is 1,600 sqft and contains 3 bedrooms and 2½ bathrooms. It will be listed as a 3 bedroom unit with a maximum of 6 guests.

In a statement provided by the applicant they stated that *“Our goal is to attract families who want to bike since the Trace is behind the house. This should encourage outside revenue for the city as listed amenities will include restaurants, local shops, and bike rental shops”*.

We are applying for an Air BnB license with the City of Mandeville.

The address of the property is 1109 Villere St.

It is a townhouse configuration and we live in the attached unit (1111 Villere St).

The proposed rental unit is 1600SF. It is 3 bedroom and 2 ½ baths. The zoning is R3 and it is outside of the historic district. Currently, and for the past 20 years, 1109 Villere has been a rental property with standard annual leases.

As we are residents next door, we will have constant monitoring of the unit and guests. As you know Air BnB has a pre-screening process for all prospective guests which will help to avoid unwanted visitors at our property.

It has ample parking on the driveway at the unit.

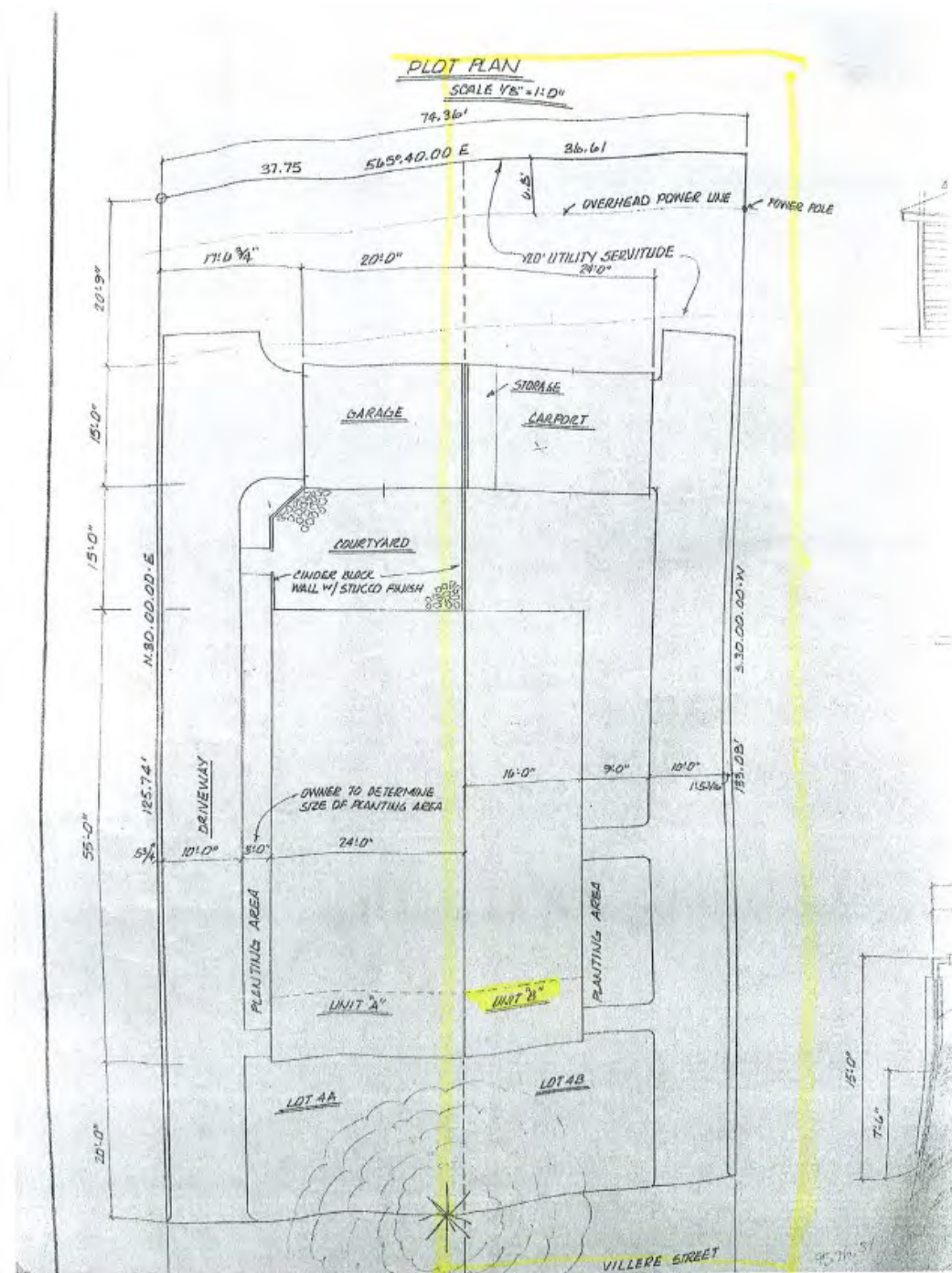
We will list it as a 3 bedroom with a maximum of 6 guests. Our goal is to attract families who want to bike since the Trace is behind the house. This should encourage outside revenue for the city as listed amenities will include restaurants , local shops and bike rental shops.

Thank you for your consideration,

Hew and Terri Hamilton

MANDEVILLE
Planning & Zoning
Commission

A site plan submitted by the applicant provides parking in the driveway and a carport.





MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission

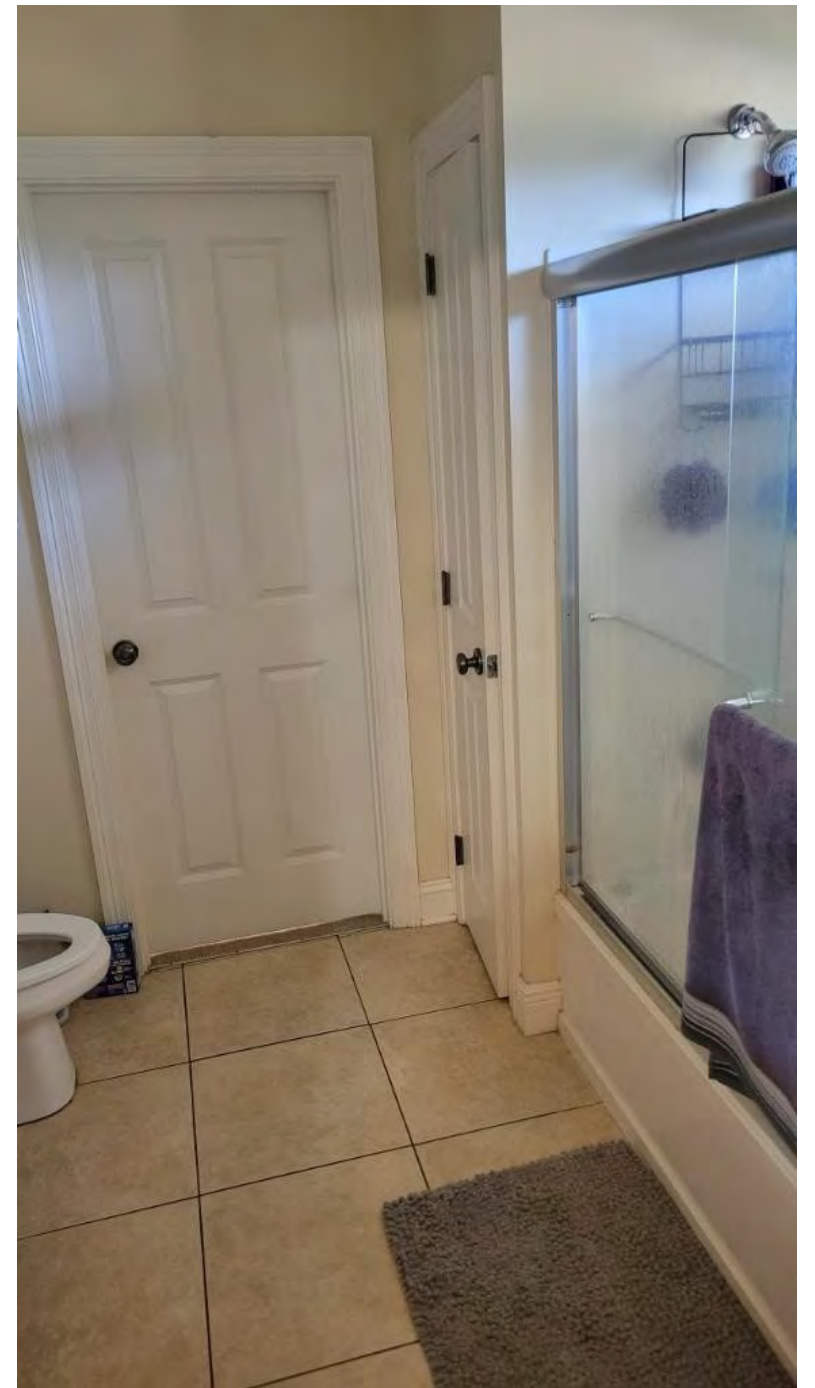
Property to the east



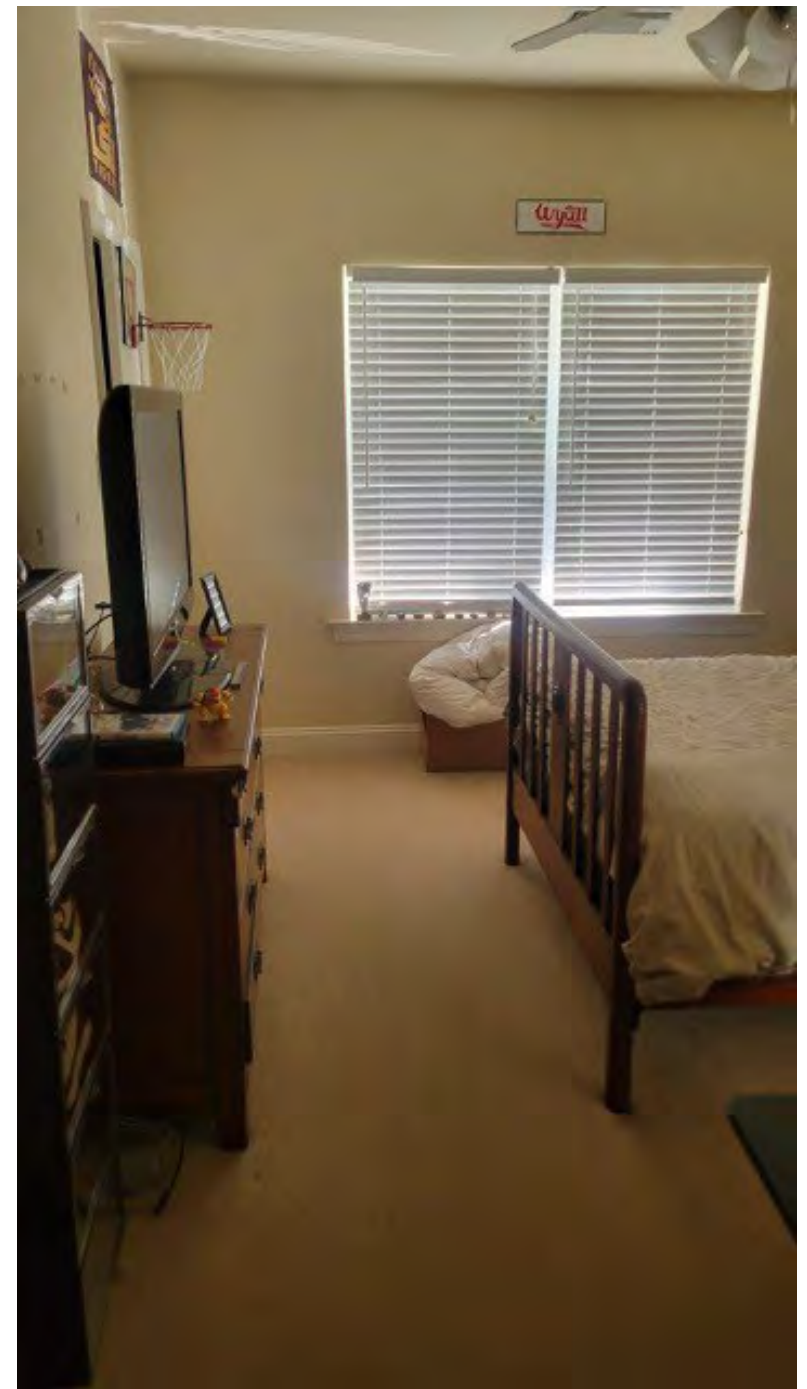
Property across the street



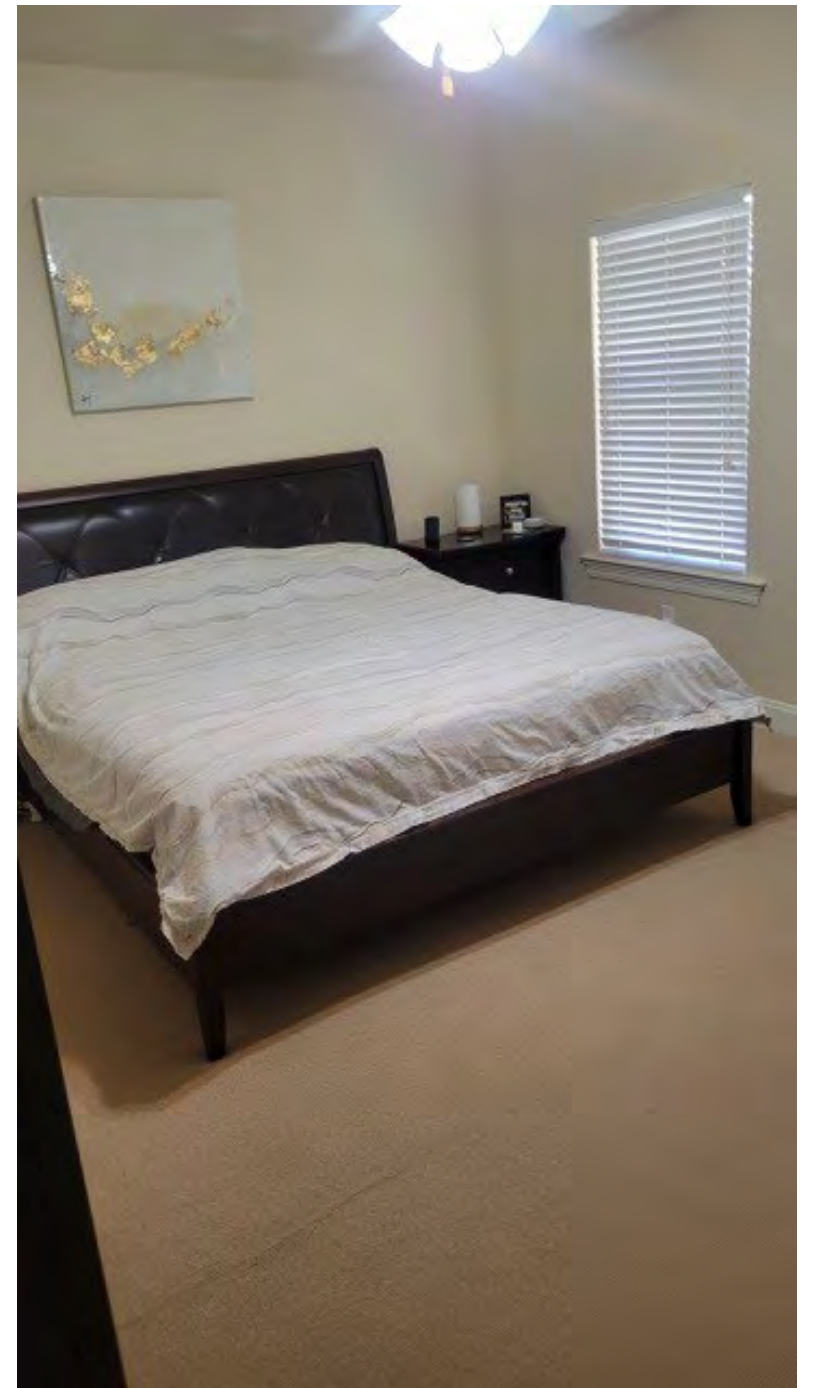
Interior photos



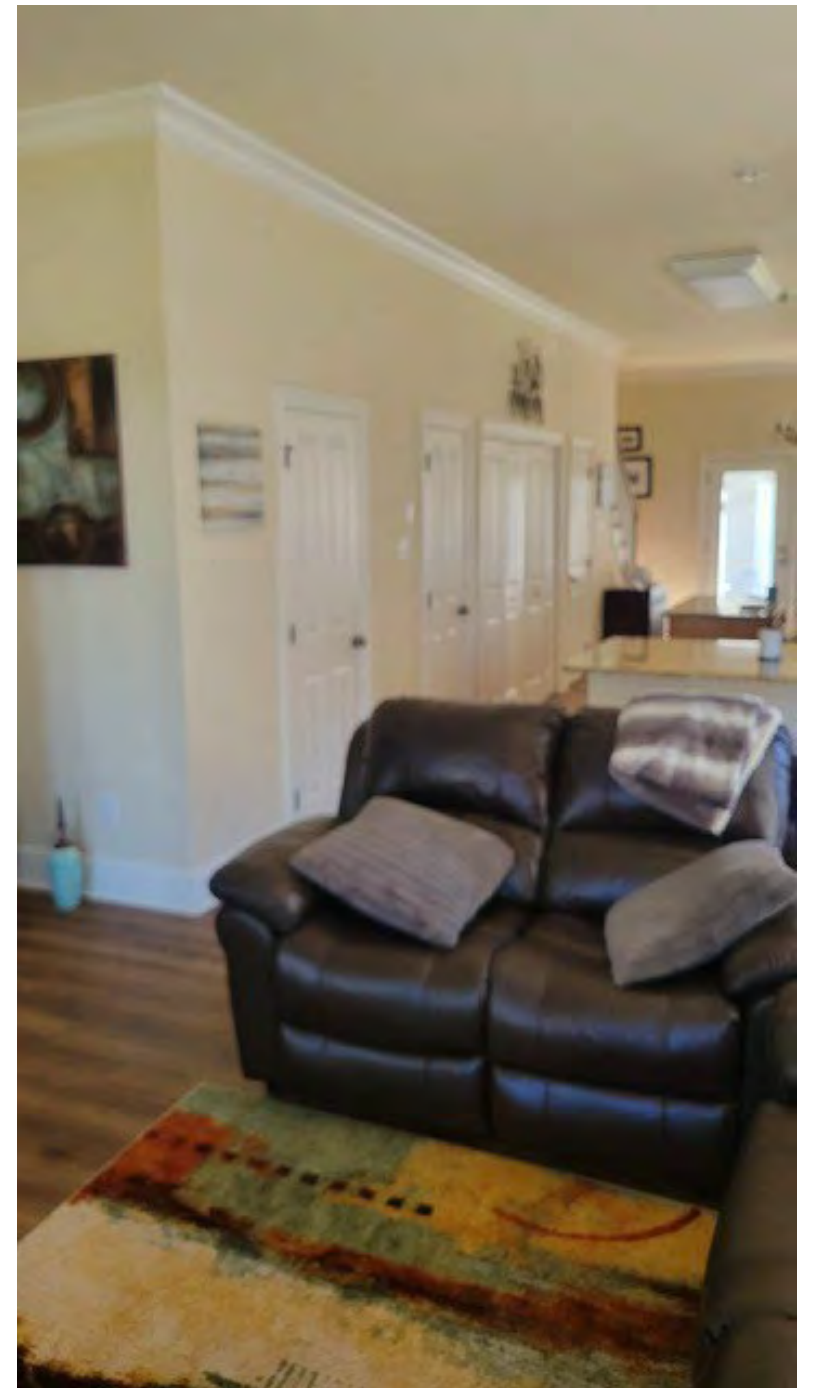
Interior photos



Interior photos



Interior photos



Request

The applicant is requesting Conditional Use approval to operate a Whole House Short Term Rental

Ord 25-18

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

ORDINANCE NO. 25-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPROVING A CONDITIONAL USE PERMIT FOR THE USE DESIGNATED UNDER CLURO SECTION 6.4.42.3 LODGING (TRANSIENT) SHORT-TERM RENTAL: WHOLE HOUSE RENTAL, LOCATED ON 119 GIROD STREET, BEING A PORTION OF GROUND LOCATED IN SQUARE 2 ON LOT 1C ZONED AS B-3 OLD MANDEVILLE BUSINESS DISTRICT AND APPROVING A SITE PLAN, FLOOR PLAN, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Ordinance 19-34, adopted by the City Council on February 13, 2020, set forth the provisions for the use of Short-term Rentals, including Short Term Rental: Whole House Rental; and

WHEREAS, the City Council adopted Ordinance 25-02 on March 13, 2025, which amended the current provisions for Short-Term Rentals to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20; and

WHEREAS, CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental is defined as “*A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay*”; and

WHEREAS, Kingsmill Tchefuncte Harbour, LLC, the present owner of 119 Girod Street is requesting approval of a Conditional Use Permit for the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located on 119 Girod Street; and

WHEREAS, the property located at 119 Girod Street is zoned B-3 Old Mandeville Business District and in accordance with CLURO Section 7.8 Table of Permitted Uses by Zoning District a Conditional Use Permit approval pursuant to Article 4 is required to allow the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental; and

WHEREAS, in accordance with CLURO Section 8.2.3.5 (E) Citywide Cap for Whole House Rentals (1), the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, ten (10) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and site plan has been prepared by the applicant and

submitted on April 28, 2025; and

WHEREAS, the City Council has received the recommendation of the Planning Commission of the City of Mandeville on this request; and

WHEREAS, in accordance with CLURO Section 4.3.3 Procedures for Conditional Use Permits, the City Council finds that the proposed use and site plan will serve the best interests of the City of Mandeville by providing a greater mix of lodging opportunity for visitors to the City while still maintaining the character and culture of the neighborhood, and the public health, safety, and welfare of the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the City Council does hereby approve the Conditional Use Permit in accordance with CLURO Section 4.3.3 for the use defined under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located on 119 Girod Street.

BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville that this ordinance shall become effective immediately upon the signature of the Mayor.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this ____ day of _____ 2025

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman



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

CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING CONDITIONAL USE APPROVAL TO OPERATE A SHORT-TERM RENTAL: WHOLE HOUSE RENTAL AT 119 GIROD STREET

The City Council adopted Ordinance 25-02 at the March 13, 2025, meeting. This ordinance increased the allowed number of Whole House Rentals by 10 to a new maximum of 20. An application was submitted to the Planning Department on April 28, 2025, by the property owner of 119 Girod to operate a Short-term Rental: Whole House Rental on site. As part of the procedure for Conditional Use Approval, any Conditional Use Permit is required to go before the Planning Commission for recommendation.

The Planning Commission held a work session on Tuesday, May 13, 2025, and a voting meeting on Tuesday, May 27, 2025, for case CU25-05-02. The Commission recommends approval of the proposed Conditional Use Permit to the City Council with the following condition:

- Gravel be installed in the parking area to create a more defined driveway instead of the existing grass

The reason for the condition was that members of the Commission felt that by improving the driveway with gravel it would dedicate the use of the area as a driveway, and a representative of the owner stated they were fine with the condition. The Commission found that the submitted site plan and floor plan are in conformance with the proposed use of a Whole House rental. At the May 13th work session meeting there were concerns about meeting the on-site parking requirements. The property owner submitted a revised site plan that was reviewed at the May 27th public hearing which satisfied the parking requirements.

As part of the procedure for Conditional Use Approval, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 6-0 in favor approving the requested Conditional Use Permit with the previously stated condition.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET

CASE NUMBER: CU25-05-02
DATE RECEIVED: April 24, 2025
DATE OF MEETING: May 13, 2025 and May 27, 2025

Address: 119 Girod St
Subdivision: Old Mandeville, Square 2
Zoning District: B-3 Old Mandeville Business District
Property Owner: Kingsmill Tchefunte Harbour, LLC

REQUEST: CU25-05-02 – Kingsmill Tchefunte Harbour, LLC represented by Beau Bryant request Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Mandeville, Square 2, B-3 Old Mandeville Business District, 119 Girod

PREVIOUS CASE: CU21-01-04 – Whole House Rental

CASE SUMMARY: Request to operate a Whole House Short Term Rental

The property at 119 Girod is located on the east side of Girod St., north of Lakeshore Dr., and south of Claiborne St. The property is slightly irregular in shape and measures 55’ along Girod, 132’ along the north property line, 64’ along the rear property line, then west for 64’, north for 6’, and finally west another 67’ and contains 8,018 sqft per a survey prepared by Landry Engineering and dated 11.7.1989. The property is currently improved with a duplex residence.

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The property owner owns both 117 and 119 Girod and is requesting to operate a Whole House Short-term Rental out of the 119 Girod. 117 Girod is currently in use as a Whole House Short-term rental.

119 Girod is 840 sqft and contains 1 bedroom and 1 bathroom. In a statement provided by the applicant they stated that *“This location is in an optimal location in the City of Mandeville for this type of use. It is within walking distance of multiple restaurants, bars, coffee shops and situated just a half block off of the lake front. This gives short term renters the ability to experience Old Mandeville and all of its charm. This unit is capable of holding no more than 4 people at a time for the extent of their stay”*.

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. The unit will be listed as a one bedroom requiring two parking spaces on site. A site plan submitted by the applicant provides one parking space in the driveway. There is one on-street parking spot located in front of the building, but regulations require all residential uses to provide parking on site.

CLURO SECTIONS:

4.3.3.8. Review and Evaluation Criteria

The Planning Director, the Planning Commission and the City Council shall review and evaluate and make the following findings before granting a Conditional Use Permit or Planned District zoning using the following criteria:

1. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed these which reasonably may result from use of the site by a permitted use.
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and land uses in the area.
6. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
7. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
8. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
9. Conformity with the objectives of these regulations and the purposes of the zone in which the site is located.
10. Compatibility of the proposed use and site development, together with any modifications applicable thereto, with existing or permitted uses in the vicinity.
11. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.

12. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or community aesthetics, or materially injurious to properties or improvements in the vicinity.

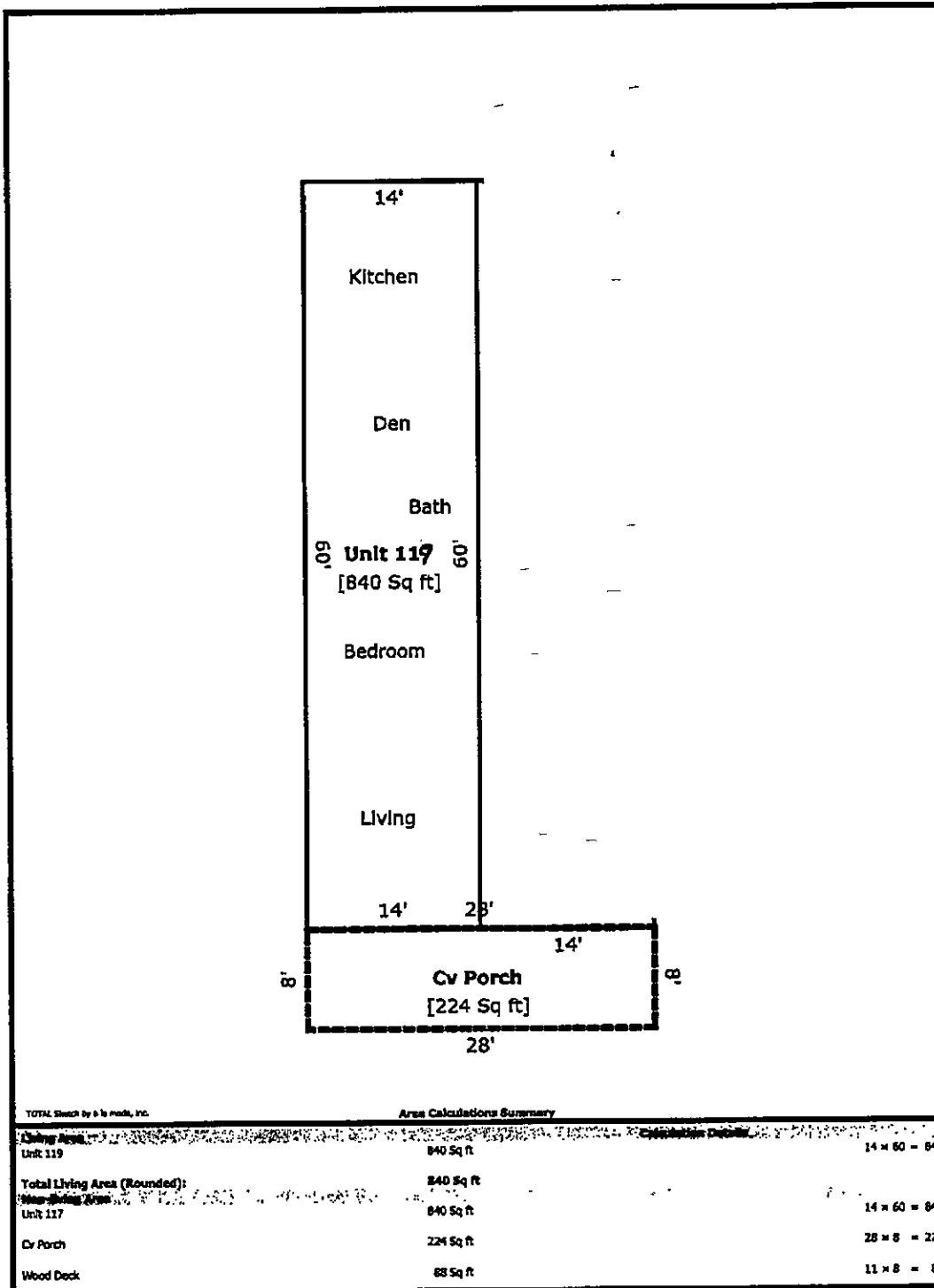
6.4.42.3 Lodging (Transient)— Short-term Rental: Whole House Rental

A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay.



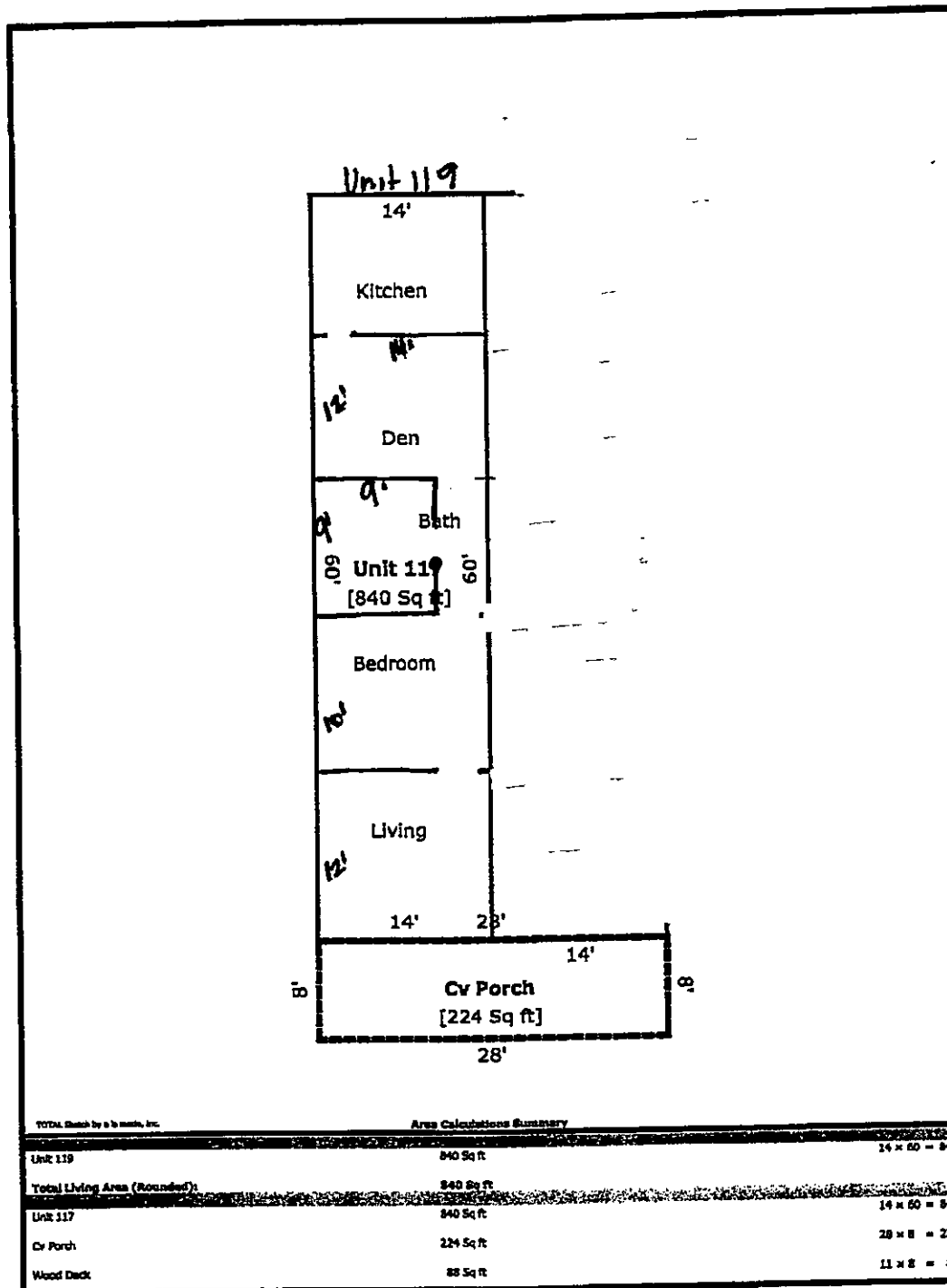
Building Sketch

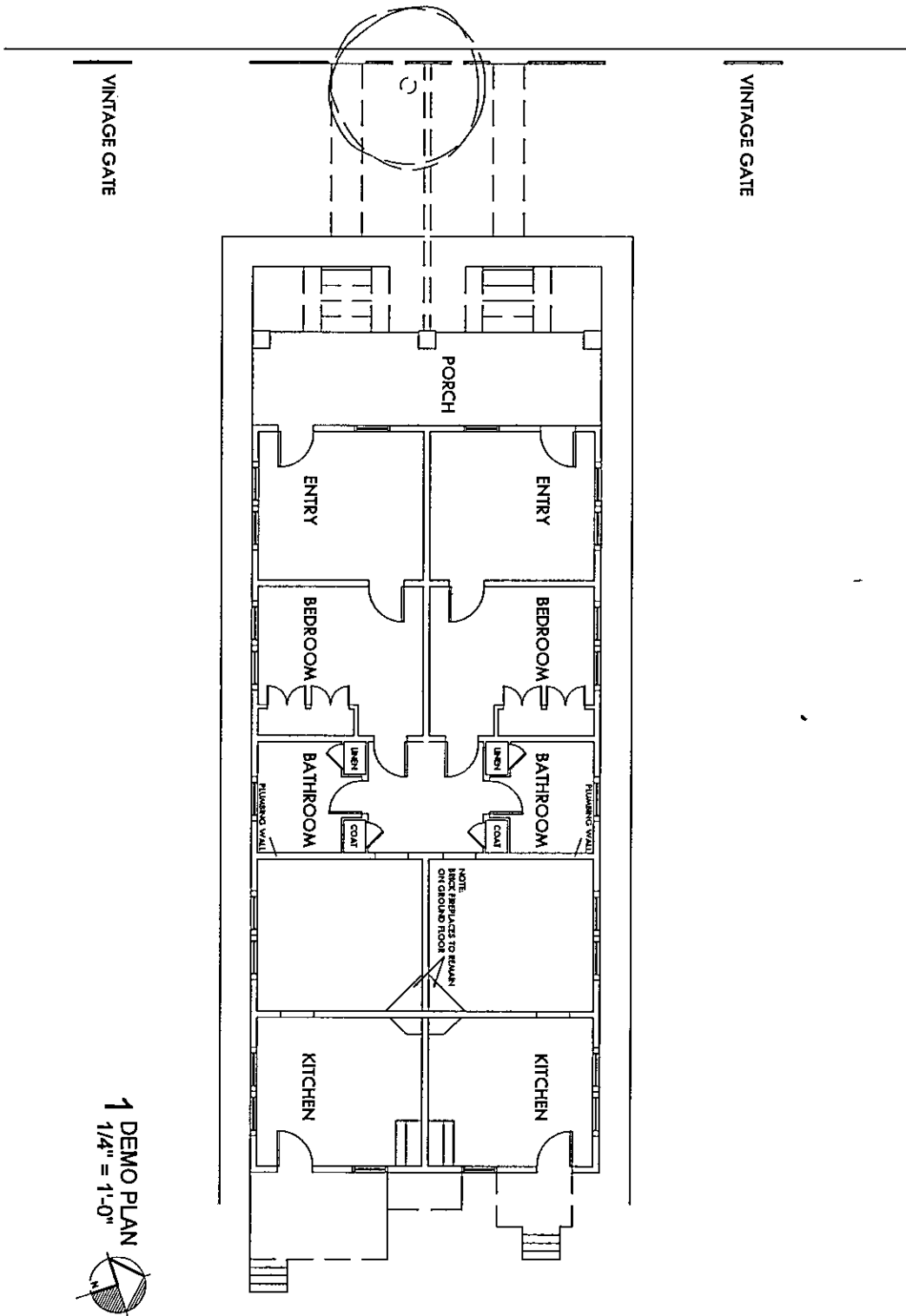
Box/Owner	KINGSMILL TCHEFUNCTE HARBOUR LLC				
Property Address	117-119 Girod St				
City	Mandeville	County	St Tammany	State	LA Zip Code 70448
Lender/Cient	American Bank and Trust				



Building Sketch

Borrower	KINGSMILL TCHEFUNCTE HARBOUR LLC			
Property Address	117-119 Glrod St	County	St Termany	State LA Zip Code 70448
City	Mandeville			
Lender/Client	American Bank and Trust			





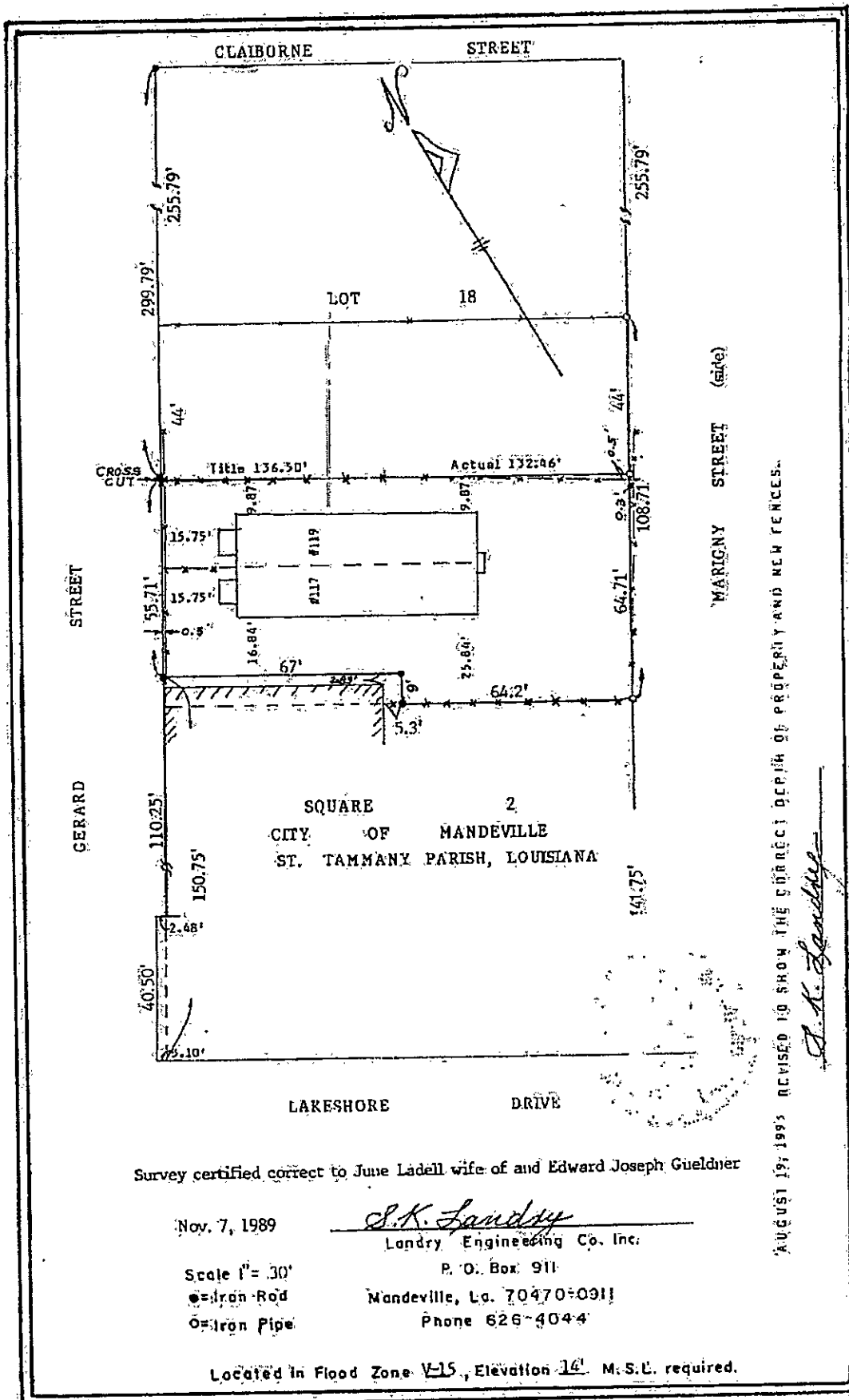
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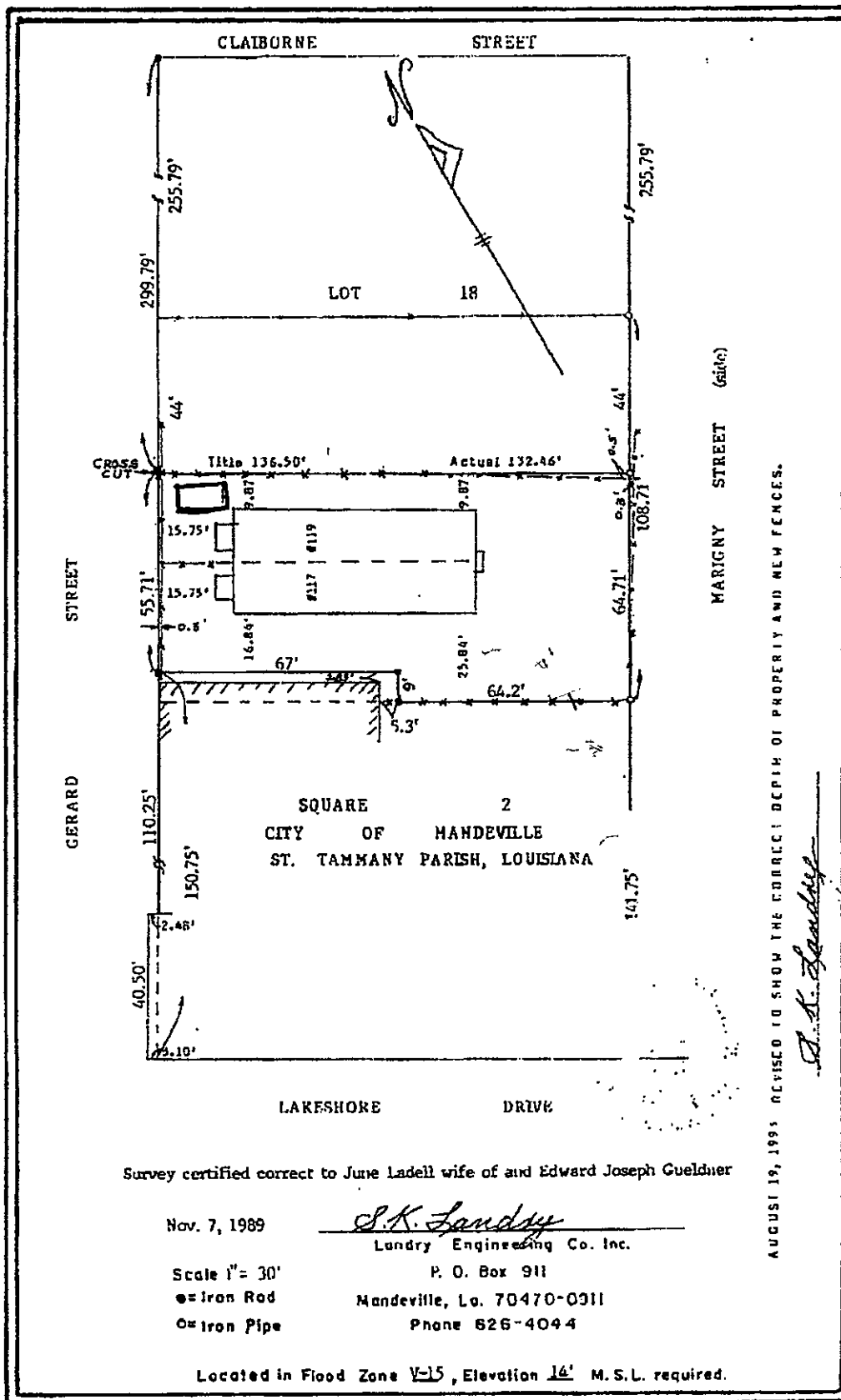
DATE	8.13.24
PROJECT NO.	11001
DRAWING	
REVISION	

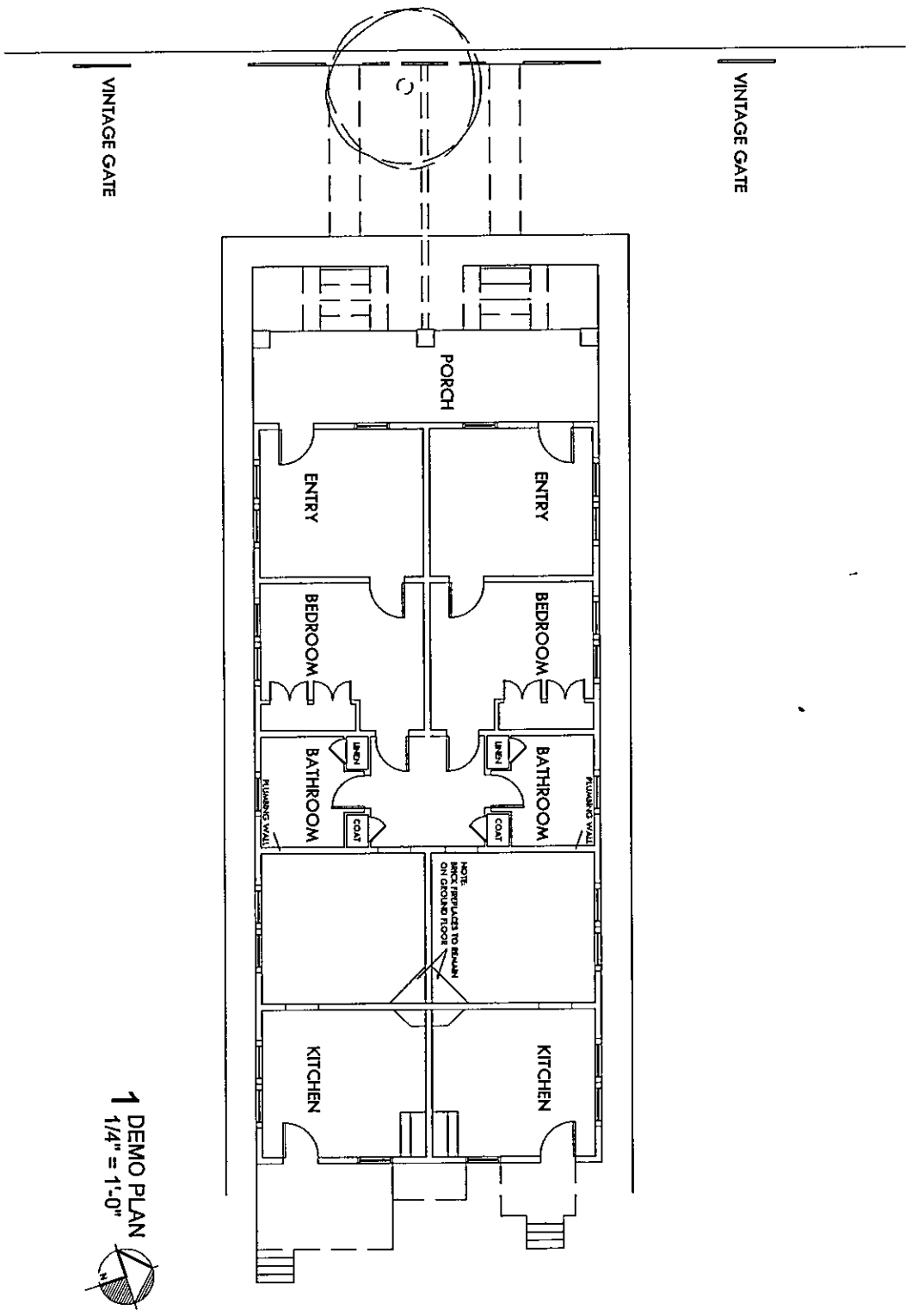
RENOVATIONS FOR:
ELEVATION PROJECT
117 & 119 GIROD STREET
 117 & 119 GIROD ST. MANDEVILLE, LOUISIANA

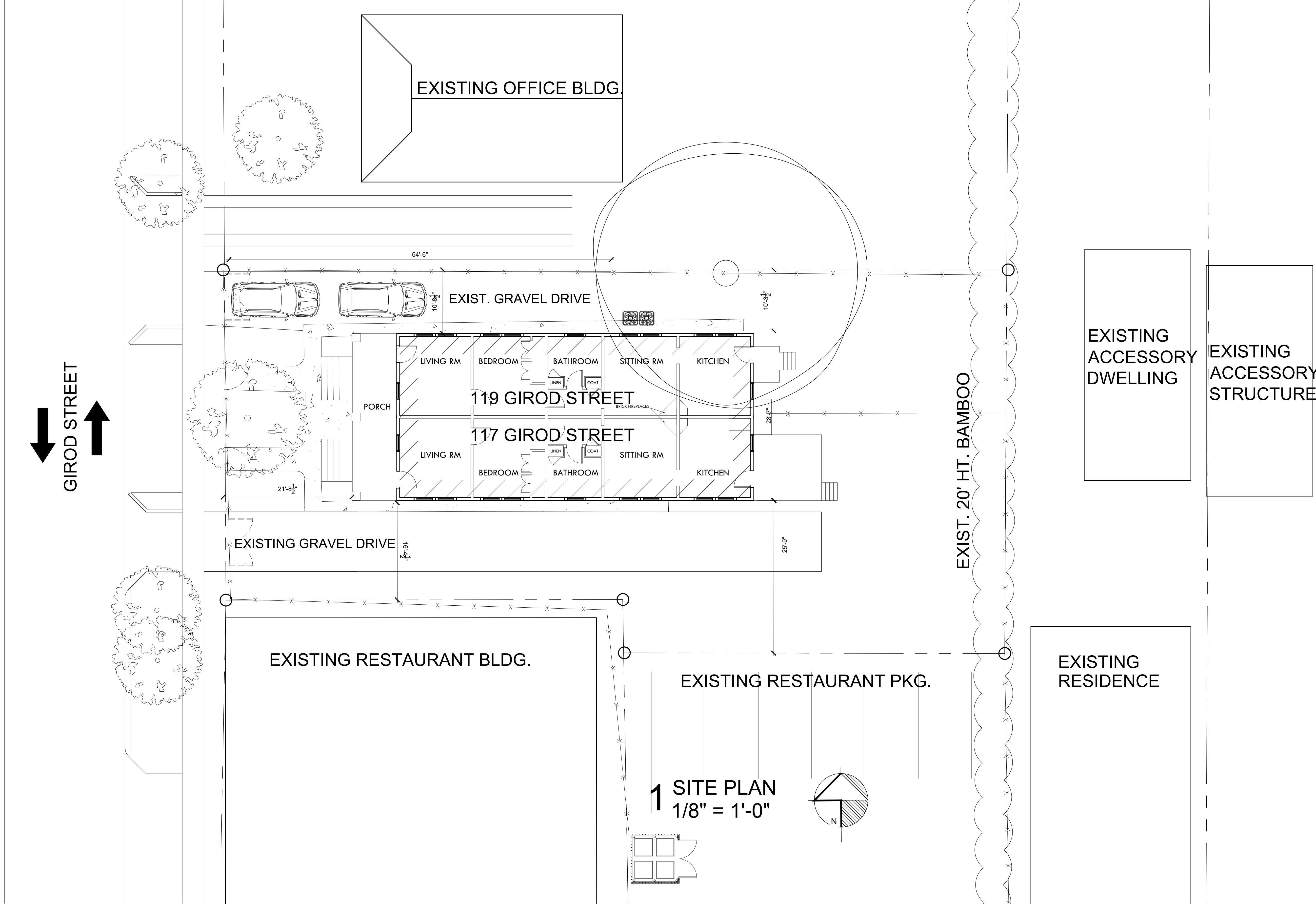


KVS
 Architecture
 235 Girod Street, Mandeville, Louisiana
 985.674.3077 www.kvsarchitecture.com









To whom it may concern

We would like to propose 119 Girod St as a short term rental. This location is in an optimal location in the city of Mandeville for this type of use. It is within walking distance of multiple restaurants, bars, coffee shops and situated just a half block off of the lake front. This give short term renters the ability to experience old Mandeville and all of its charm. This unit is capable of holding no more than 4 people at a time for the extent of their stay. Thank you for your consideration.

CU25-05-02

Applicant requests Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Mandeville, Square 2, B-3 Old Mandeville Business District, 119 Girod

CU25-05-02

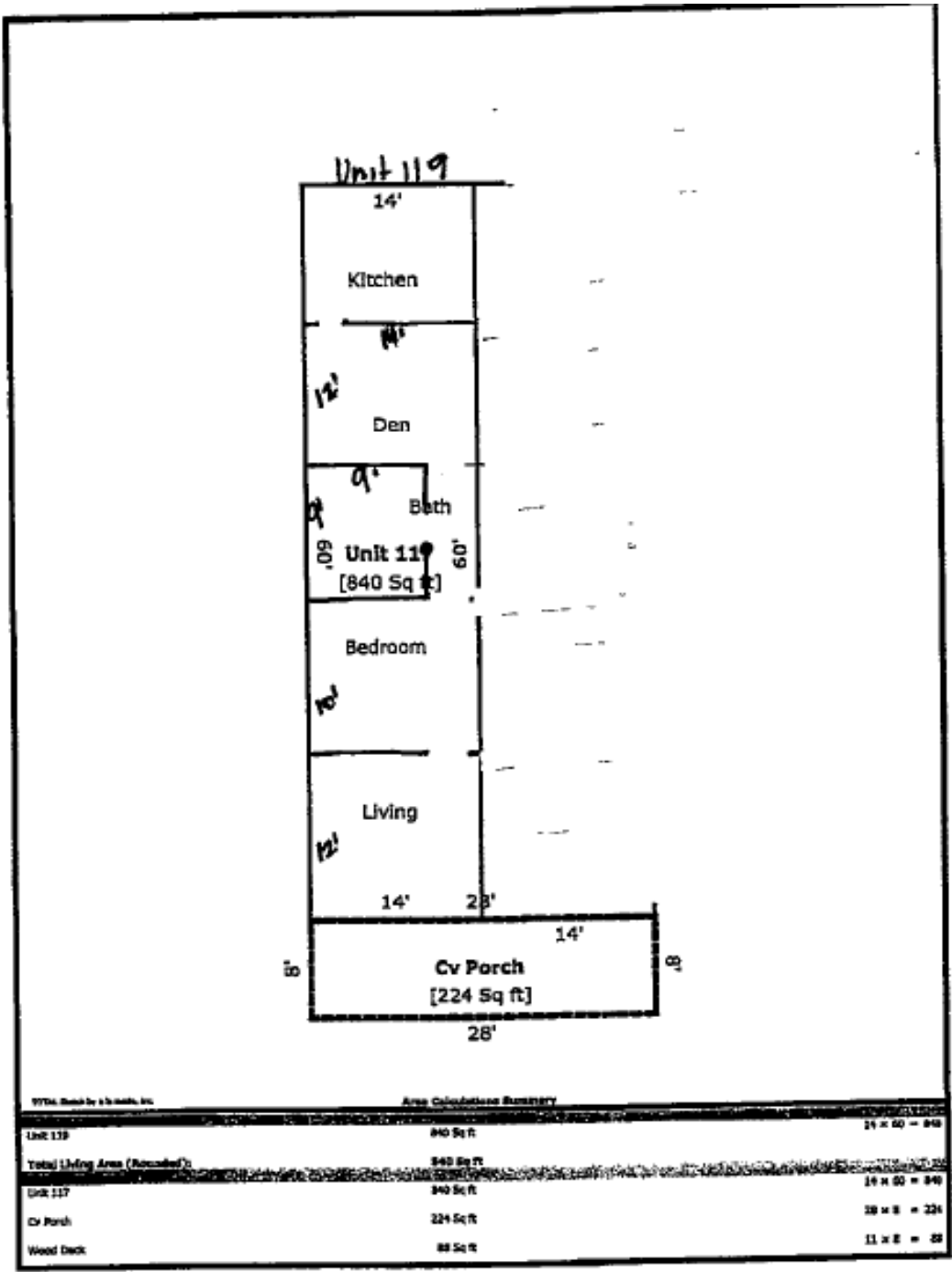
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The property is currently improved with a duplex residence.



CU25-05-02

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The property owner owns both 117 and 119 Girod and is requesting to operate a Whole House Short-term Rental out of the 119 Girod. 117 Girod is currently in use as a Whole House Short term rental.



CU25-05-02

119 Girod is 840 sqft and contains 1 bedroom and 1 bathroom.

In a statement provided by the applicant they stated that *“This location is in an optimal location in the City of Mandeville for this type of use. It is within walking distance of multiple restaurants, bars, coffee shops and situated just a half block off of the lake front. This gives short term renters the ability to experience Old Mandeville and all of its charm. This unit is capable of holding no more than 4 people at a time for the extent of their stay”*.

To whom it may concern

We would like to propose 119 Girod St as a short term rental. This location is in an optimal location in the city of Mandeville for this type of use. It is within walking distance of multiple restaurants, bars, coffee shops and situated just a half block off of the lake front. This give short term renters the ability to experience old Mandeville and all of its charm. This unit is capable of holding no more than 4 people at a time for the extent of their stay. Thank you for your consideration.

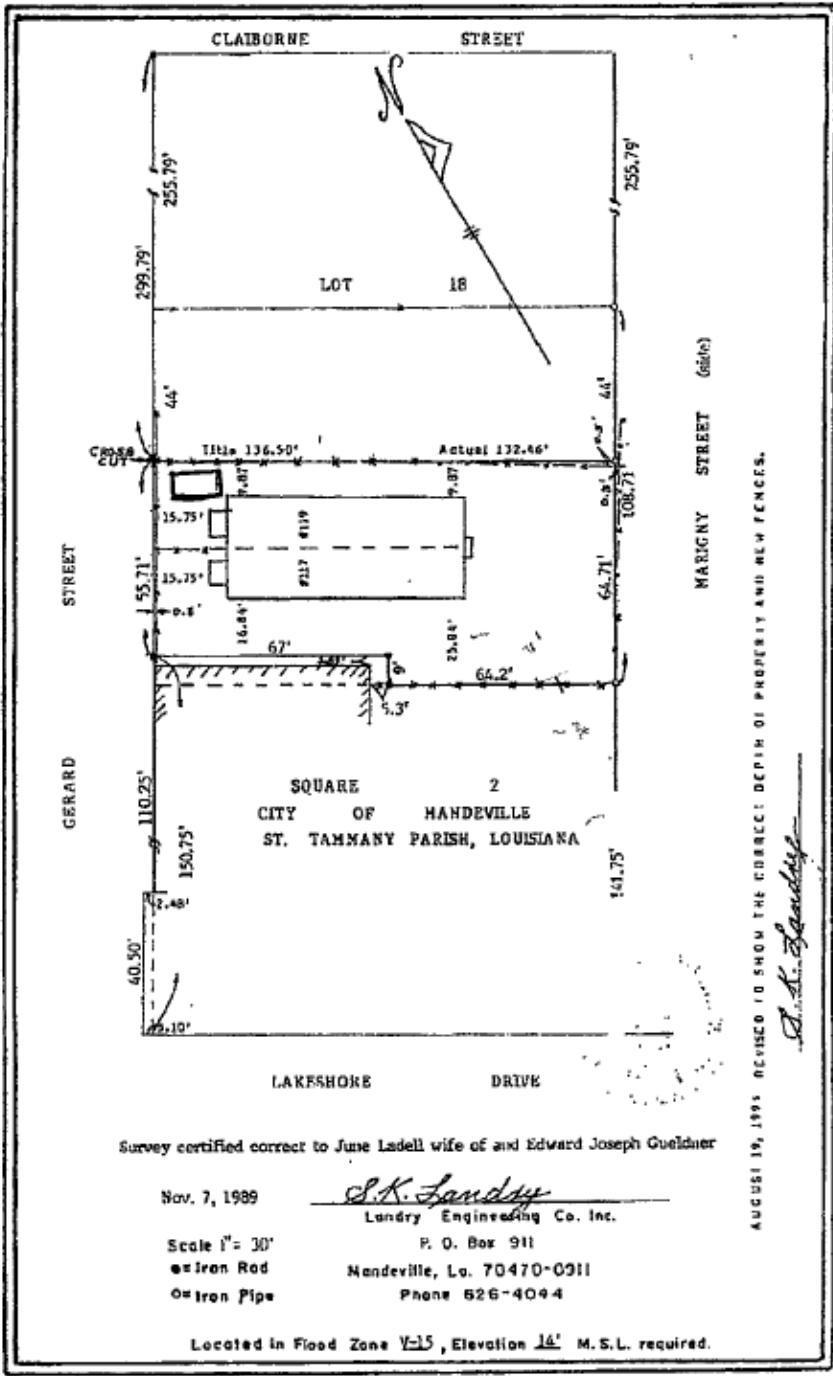


CU25-05-02

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. The unit will be listed as a one bedroom requiring two parking spaces on site.

A site plan submitted by the applicant provides one parking space in the driveway. There is one on-street parking spot located in front of the building, but regulations require all residential uses to provide parking on site.



MANDEVILLE
Planning & Zoning
Commission

Off street parking area





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Property to the north



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Commission

Property across the street



On street parking area



Interior photos



Interior photos



Interior photos



Interior photos



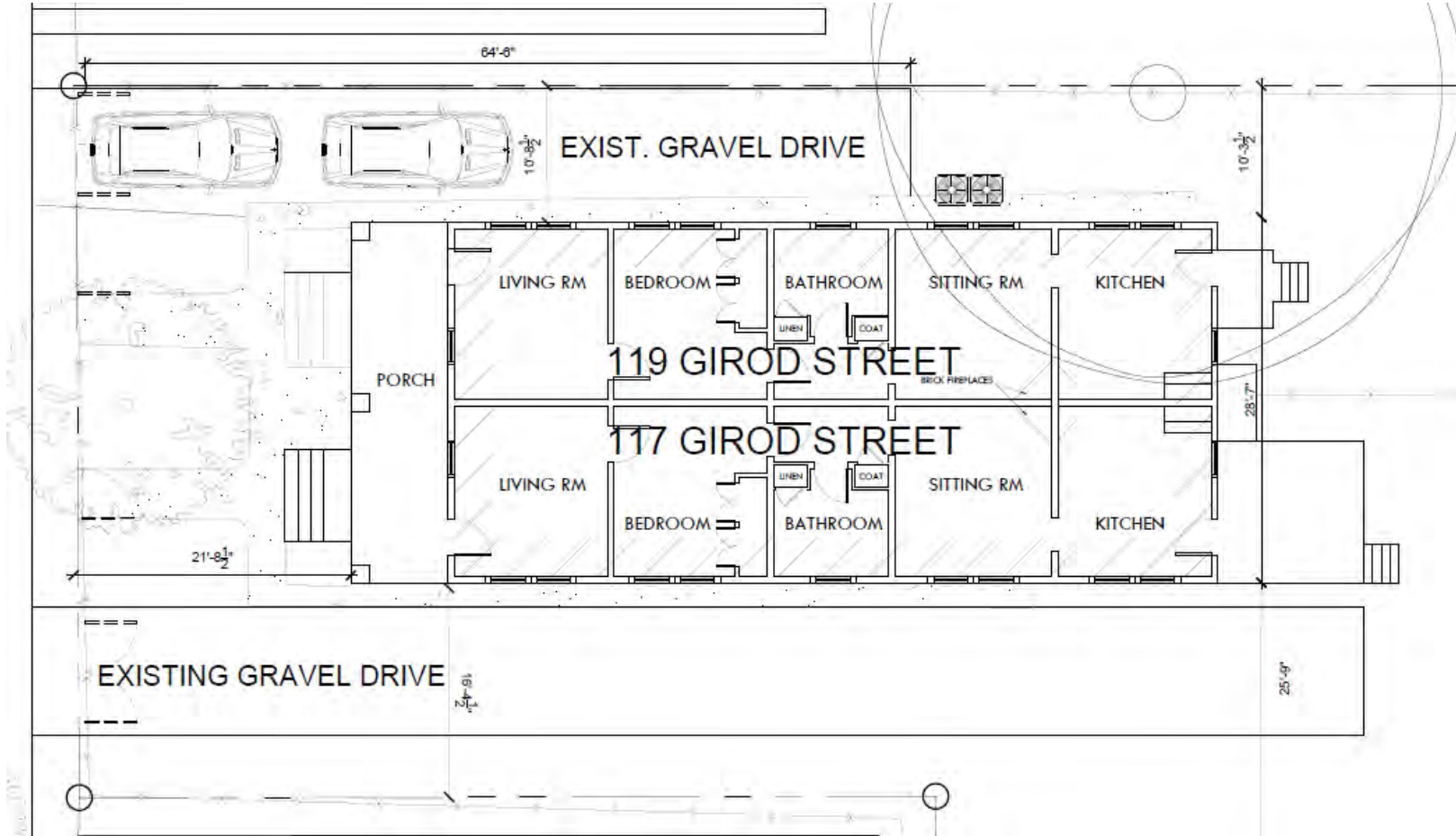
Interior photos

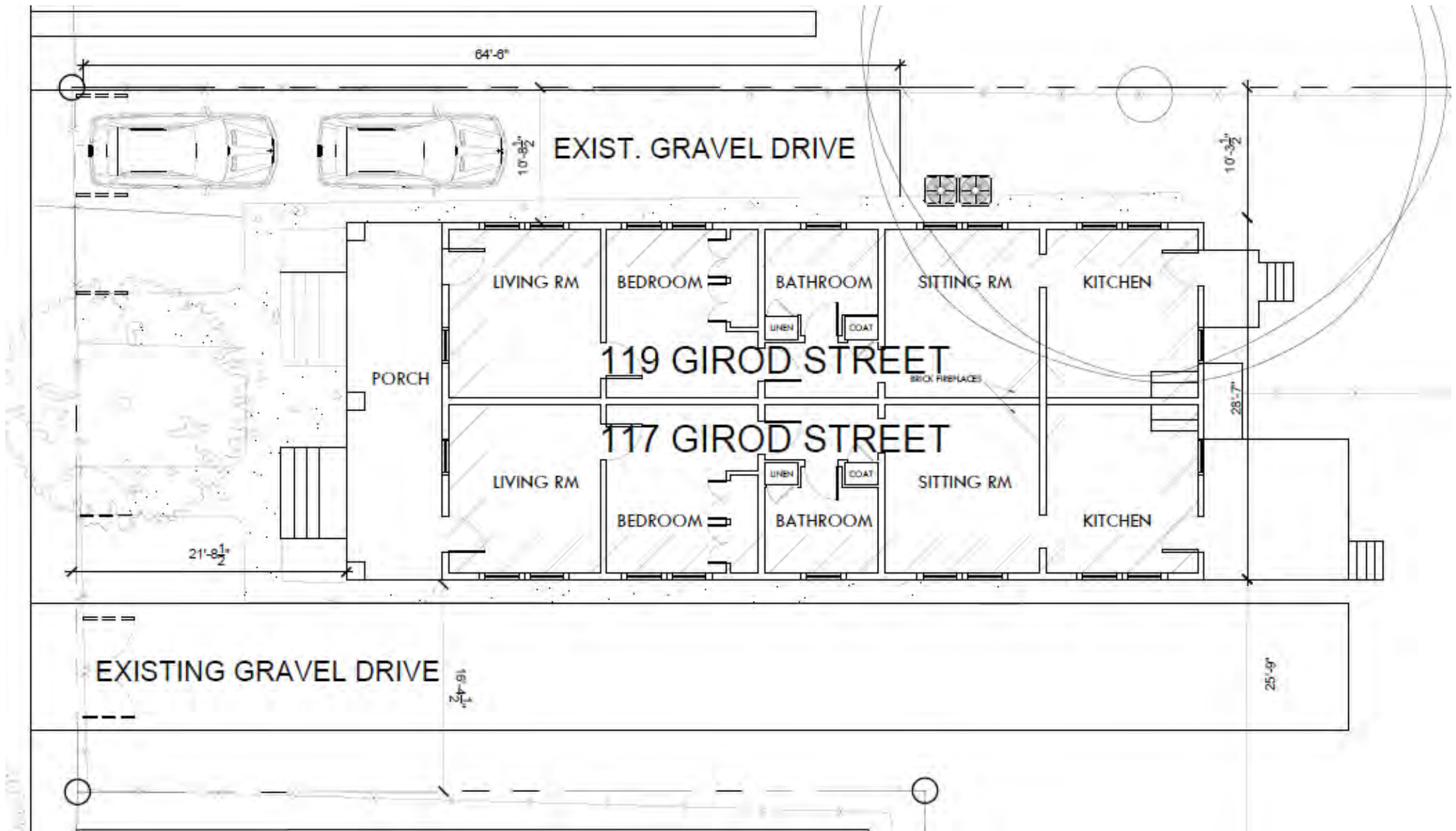


Information Requested at the Last Meeting

Parking width verification

At the last meeting it was requested that the width of the off-street parking area be verified to see if it could accommodate two cars. A site plan was submitted by the applicant showing that two cars can fit on site






Information Requested at the Last Meeting

Previous Denial

At the last meeting the reasons for the previous denial were also requested. Previously the Commission had recommended approval for the property however the City Council did not approve the ordinance.

To: City Council
Mayor
Department Heads
From: Louisette L. Scott, AICP, CEM 
Dir. Dept. Planning & Development
Subject: Recommendation from Planning and
Zoning Commission
Ord. 20-32 – 119 Girod St.
Short Term Rental - Whole House
Date: February 4, 2021

MEMORANDUM

City of Mandeville
Department of Planning &
Development

The City Council, at their meeting held on December 17, 2020, introduced Ord. 20-31 to approve a Conditional Use Permit to allow for the operation of a Short Term Rental – Whole House at 119 Girod St. as classified under CLURO Section 6.4.42.3 Lodging - Whole House Rental for one (1) guest room and a maximum occupancy of four (4) guests.

The Zoning Commission, at their work session held on Tuesday, January 12, 2021 and at their meeting held on Tuesday, January 26, 2021, reviewed the criteria set forth under CLURO Section 4.3.3.8 *Review and Evaluation Criteria* which establishes twelve (12) criteria to be used to make findings before approving a Conditional Use Permit and *CLURO Section 8.2.3.5 (B) Standards* which establishes ten (10) standards applicable to Short Term Rentals.

Based on these review and evaluation criteria, the Zoning Commission found that the proposed use of Whole House rental and site development, together, are in conformance with the objectives of the regulations set forth in the CLURO and are in compliance with CLURO Section 8.2.3.5 (B) Standards. Further, the use as proposed, will not have an adverse impact on safety or on the character and culture of the neighborhood. The Zoning Commission recommended adoption of Ordinance 20-32, to approve the Conditional Use Permit for the operation of the STR - Whole House at 119 Girod St.

Attachments:

- Ord. 20-32 with proposed amendments including site plan revision and owner information corrected.
- Case Summary and Power Point presented at Zoning Commission public hearings.

Request

The applicant is requesting Conditional Use approval to operate a Whole House Short Term Rental

Ord 25-19

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

ORDINANCE NO. 25-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPROVING A CONDITIONAL USE PERMIT FOR THE USE DESIGNATED UNDER CLURO SECTION 6.4.42.3 LODGING (TRANSIENT) SHORT-TERM RENTAL: WHOLE HOUSE RENTAL, LOCATED ON 252 JACKSON AVENUE, BEING A PORTION OF GROUND LOCATED IN THE NORTH HALF OF SQUARE 74 ZONED AS PRD – PLANNED RESIDENTIAL DISTRICT AND APPROVING A SITE PLAN, FLOOR PLAN, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Ordinance 19-34, adopted by the City Council on February 13, 2020, set forth the provisions for the use of Short-term Rentals, including Short Term Rental: Whole House Rental; and

WHEREAS, the City Council adopted Ordinance 25-02 on March 13, 2025, which amended the current provisions for Short-Term Rentals to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20; and

WHEREAS, CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental is defined as “*A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay*”; and

WHEREAS, Susan Cazaux, the present owner of 252 Jackson Avenue is requesting approval of a Conditional Use Permit for the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located on 252 Jackson Avenue; and

WHEREAS, the property located at 252 Jackson Avenue is zoned PRD – Planned Residential District and in accordance with CLURO Section 7.8 Table of Permitted Uses by Zoning District a Conditional Use Permit approval pursuant to Article 4 is required to allow the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental; and

WHEREAS, in accordance with CLURO Section 8.2.3.5 (E) Citywide Cap for Whole House Rentals (1), the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, ten (10) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and site plan has been prepared by the applicant and

submitted on April 28, 2025; and

WHEREAS, the City Council has received the recommendation of the Planning Commission of the City of Mandeville on this request; and

WHEREAS, in accordance with CLURO Section 4.3.3 Procedures for Conditional Use Permits, the City Council finds that the proposed use and site plan will serve the best interests of the City of Mandeville by providing a greater mix of lodging opportunity for visitors to the City while still maintaining the character and culture of the neighborhood, and the public health, safety, and welfare of the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the City Council does hereby approve the Conditional Use Permit in accordance with CLURO Section 4.3.3 for the use defined under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located on 252 Jackson Avenue.

BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville that this ordinance shall become effective immediately upon the signature of the Mayor.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this ____ day of _____ 2025

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman



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

CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING CONDITIONAL USE APPROVAL TO OPERATE A SHORT-TERM RENTAL: WHOLE HOUSE RENTAL AT 252 JACKSON AVENUE

The City Council adopted Ordinance 25-02 at the March 13, 2025, meeting. This ordinance increased the allowed number of Whole House Rentals by 10 to a new maximum of 20. An application was submitted to the Planning Department on April 28, 2025, by the property owner of 252 Jackson to operate a Short-term Rental: Whole House Rental on site. As part of the procedure for Conditional Use Approval, any Conditional Use Permit is required to go before the Planning Commission for recommendation.

The Planning Commission held a work session on Tuesday, May 13, 2025, and a voting meeting on Tuesday, May 27, 2025, for case CU25-05-03. The Commission recommends approval of the proposed Conditional Use Permit to the City Council.

The Commission found that the submitted site plan and floor plan are in conformance with the proposed use of a Whole House rental. There was an observation made by one of the Commission members that there would be four Whole House short-term rentals located in this area if this were to be approved, however the Commission felt that was not necessarily a basis for denial.

As part of the procedure for Conditional Use Approval, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 6-0 in favor approving the requested Conditional Use Permit.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET

CASE NUMBER: CU25-05-03
DATE RECEIVED: April 25, 2025
DATE OF MEETING: May 13, 2025 and May 27, 2025

Address: 252 Jackson Ave
Subdivision: Old Mandeville, Square 74
Zoning District: Planned Residential District
Property Owner: Susan Cazaux

REQUEST: CU25-05-03 – Susan Cazaux request Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Mandeville, Square 74, Planned Residential District, 252 Jackson

CASE SUMMARY: Request to operate a Whole House Short Term Rental

The applicant owns the property at 252 Jackson Avenue. The property is located down Harbor Drive off of Jackson Avenue south of Jefferson St., and north of Claiborne St. The property is slightly irregular in shape and measures 90’ along the rear property line, 110’ along the west property line, 60’ along the front property line, then southeast for 71’, and south for 45’ and contains 8,907 sqft per a survey prepared by Kelly McHugh & Associates and dated 3.22.2000. The property is currently improved with a single-family residence.

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The applicant is requesting to operate a Whole House Short-term Rental out of the property. The structure is 944 sqft and contains 1 bedroom and 1 bathroom. The application lists the maximum number of guests will be four.

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. The unit will be listed as a one bedroom requiring two parking spaces on site. A site plan submitted by the applicant shows that there is available parking for two cars underneath the building.

CLURO SECTIONS:

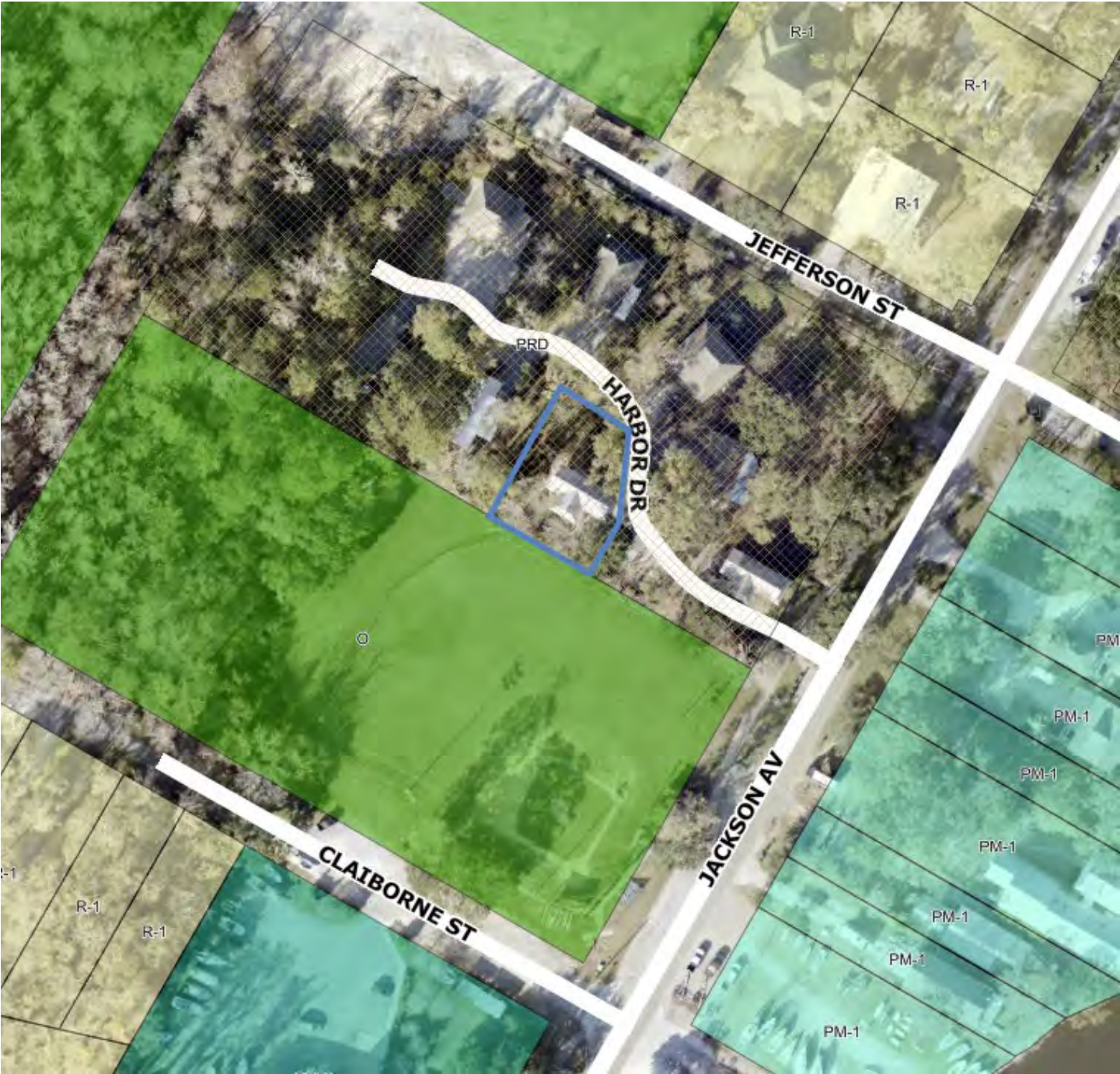
4.3.3.8. Review and Evaluation Criteria

The Planning Director, the Planning Commission and the City Council shall review and evaluate and make the following findings before granting a Conditional Use Permit or Planned District zoning using the following criteria:

1. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed these which reasonably may result from use of the site by a permitted use.
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and land uses in the area.
6. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
7. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
8. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
9. Conformity with the objectives of these regulations and the purposes of the zone in which the site is located.
10. Compatibility of the proposed use and site development, together with any modifications applicable thereto, with existing or permitted uses in the vicinity.
11. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.
12. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or community aesthetics, or materially injurious to properties or improvements in the vicinity.

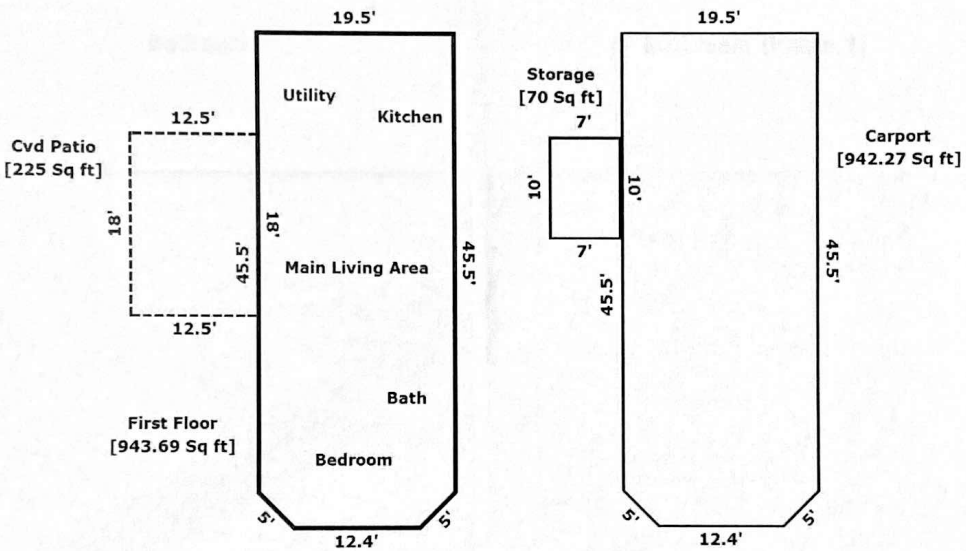
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A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay.



Building Sketch

Borrower/Client	Lancelot Cazaux & SUSAN CAZAUX			
Property Address	252 Jackson Ave			
City	Mandeville	County	Saint Tammany	State LA Zip Code 70448-6017
Lender	Wells Fargo Bank, N.A. - 0035254			



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details	
First Floor	943.7 Sq ft	19.5×45.5	= 887.2
		12.4×3.5	= 43.9
		$0.5 \times 3.5 \times 3.5$	= 6.2
		$0.5 \times 3.5 \times 3.5$	= 6.2
Total Living Area (Rounded):			
944 Sq ft			
Non-living Area			
Cvd Patio	225 Sq ft	18×12.5	= 225
Carport	942.3 Sq ft	19.5×45.5	= 885.9
		12.4×3.5	= 43.8
		$0.5 \times 3.5 \times 3.5$	= 6.2
		$0.5 \times 3.5 \times 3.5$	= 6.2
Storage	70 Sq ft	7×10	= 70

CU25-05-03

Applicant requests Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Mandeville, Square 74, Planned Residential District, 252 Jackson

CU25-05-03

The applicant owns the property at 252 Jackson Avenue. The property is located down Harbor Drive off of Jackson Avenue south of Jefferson St., and north of Claiborne St.

The property is slightly irregular in shape and measures 90' along the rear property line, 110' along the west property line, 60' along the front property line, then southeast for 71', and south for 45' and contains 8,907 sqft per a survey prepared by Kelly McHugh & Associates and dated 3.22.2000.

The property is currently improved with a single-family residence.



CU25-05-03

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The applicant is requesting to operate a Whole House Short-term Rental out of the property.

The structure is 944 sqft and contains 1 bedroom and 1 bathroom. The application lists the maximum number of guests will be four.

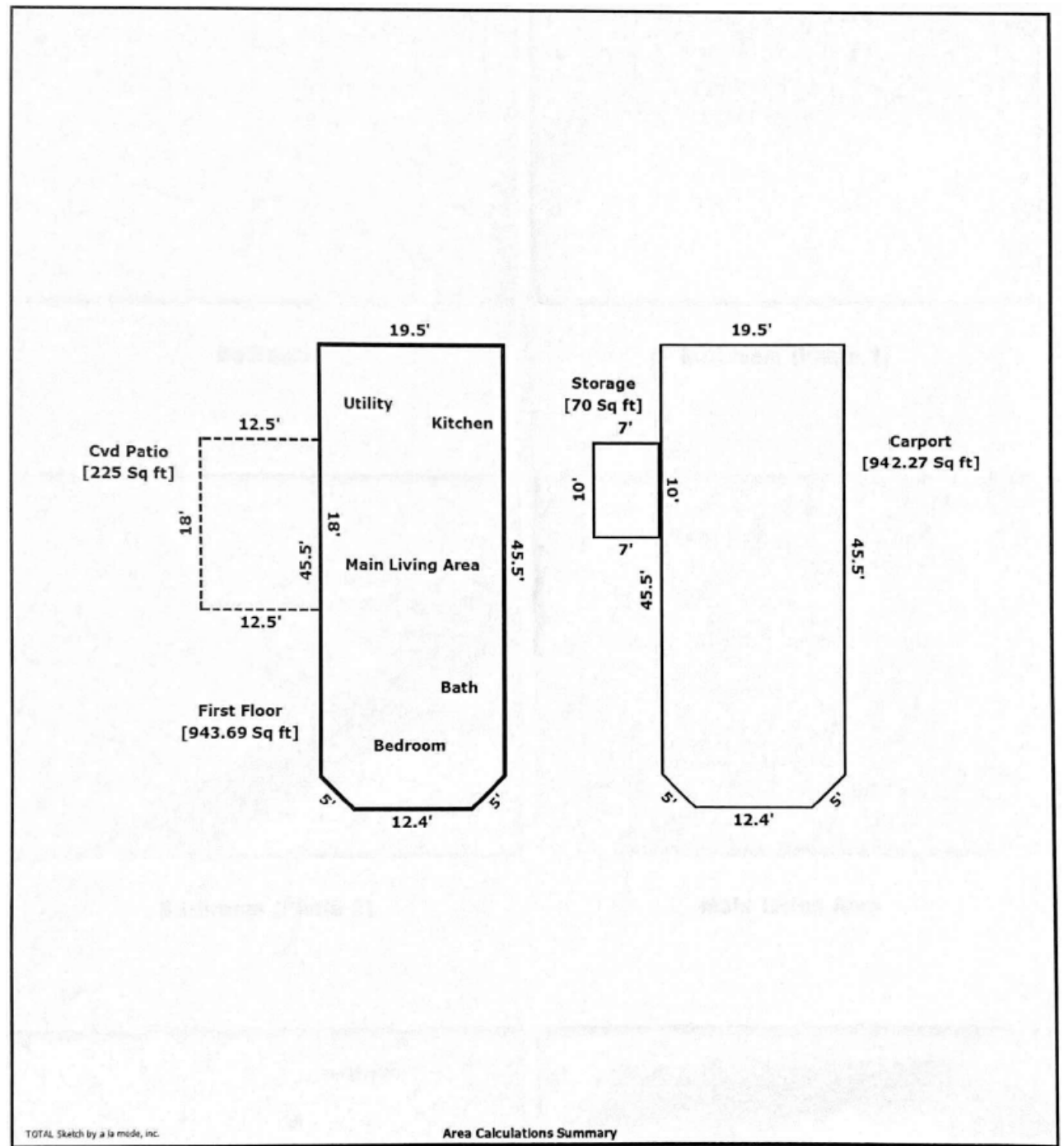


CU25-05-03

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. The unit will be listed as a one bedroom requiring two parking spaces on site.

A site plan submitted by the applicant shows that there is available parking for two cars underneath the building.









MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission

Interior photos



Interior photos



Interior photos



Interior photos



Interior photos



Information Requested at the Last Meeting

At the last meeting it was requested that the number of other short-term rentals in the area be confirmed. There are three other short-term rentals in the area:

- 254 Jackson
- 250 Jackson
- 264 Jackson



Request

The applicant is requesting Conditional Use approval to operate a Whole House Short Term Rental

Ord 25-20

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

ORDINANCE NO. 25-20

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 #9, Girod St. Landscaping & Lighting 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 #9
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	100.25.003	Girod St. Landscaping & Lighting	-	520,000	520,000	-	520,000	General Fund
10100-43500	Planning & Development	N/A	N/A	1,393,487	<u>(160,000)</u>	1,233,487			
				360,000					