



INTEROFFICE MEMO

TO: Alicia Watts
Elizabeth Sconcert

FROM: Alia Casborné

DATE: January 14, 2026

SUBJECT: Special Events Application Recommendations

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

Old Golden Shores

Applicant: Claudine Perret

Old Goden Gras Neighborhood Party

Date/Time: Sunday, February 8, 2026 – 12:00 p.m -5:00 p.m.

Rain Date: NA

Location: Copal Street (Between Cindy Lou & Live Oak) (See Map)

Approval Requests:

- Street Closure approval – Applicant will pay for private detail of one (1) police officer
- Barricade Usage

Contingencies:

- Council Approval of Location
- Police Detail Secured

Attachments

Old Golden Gras



Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Golden Gras
Name of Authorized Representative Claudine Perret Non-Profit/Tax-Exempt # _____
Mailing Address 171 Live Oak St.
City Mandeville State LA Zip 70448
Applicant Phone # 504-232-7664 Alt. Phone # _____
E-Mail CChoppe@hotmail.com Application Fee Paid? YES NO
Monetary Order # 7788016722

Name of Event: Old Golden Gras
Date(s) of Event: Day Sunday Date 2/8/2016 Time 12pm-5pm Rain Dates(s) _____
Event Location: Copal Street between Cindy Lou & Live Oak
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Neighborhood block Party with music and food trucks Estimated Attendance 100

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 | 1 | |
| 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 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 type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 12 | Are you planning to have inflatable attractions, games or rides? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 13 | Will there be bleachers, stages, fencing or other structures? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |



| | | | |
|----|---|---|--|
| 14 | Do you plan to provide portable toilets? * See Guidelines* | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 15 | Will there be security staff? | <input 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 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: Claudine Hope Perret

Printed Name: Claudine Hope Perret

Organization Represented: Old Golden Gras

Office Held _____ Date _____

Please email completed application to acasborne@cityofmandeville.com.

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



SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date 1/14/24

Certificate of Insurance? YES NO

DEPARTMENTAL EXPENSES

Police Department

Private Detail

INITIALS

Fire District #4

Public Works

TOTAL COSTS

Recommendation of Special Events Committee:

Applicant will work with Police to secure
barricades

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

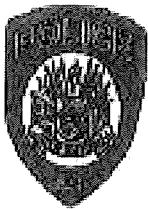
Yes No

Date Approved:

Waiver of Lakefront Food & Drink Ordinance:

Yes No

Date Approved:



MANDEVILLE POLICE DEPARTMENT

Special Event Addendum

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

1. Beginning and end time of event: 11a - 7p
2. Location of event: Copa @ Live oak & Cindy Lou
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? 1 - (12 - 4)
(6)
8. Name and contact number of Event official?
Claudine Hope Perret
9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 100

Old Golden Gras permit request, Sunday, February 8, 2026

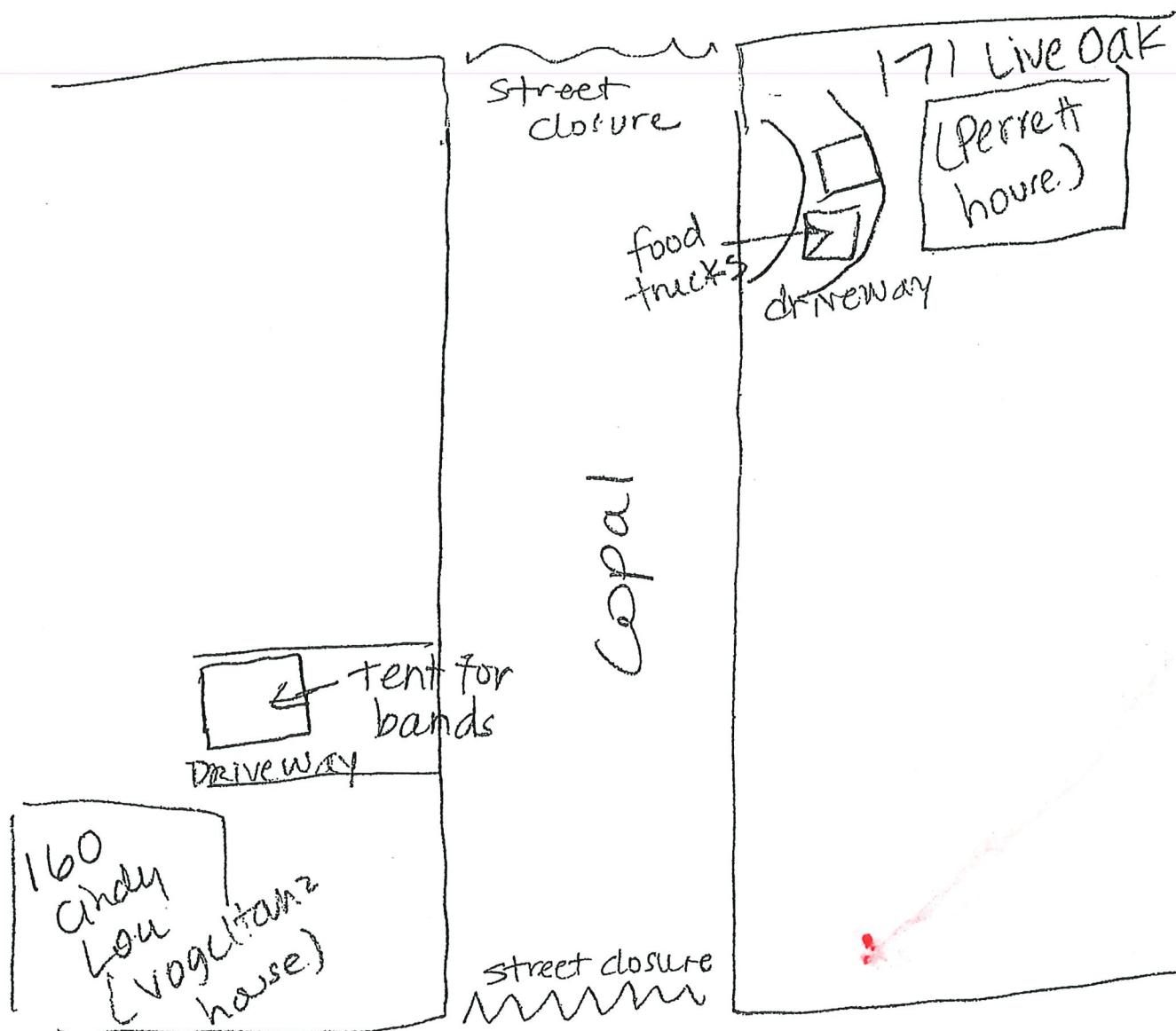
This will be our 6th annual Old Golden Gras block party.

Starting in 2022, we applied for and were granted a permit to close Copal Street between Cindy Lou Place and Live Oak Street, for the safety of our neighbors, so they and especially their children would not need to worry about traffic as they enjoyed the music and food. Each year has been a great success.

For the 6th Annual Old Golden Gras, we are again requesting the same street closure of Copal Street between Cindy Lou and Live Oak between noon and 5:00pm. We will have the same location for bands and food trucks as in previous years, as shown on the site map (we will have a tent for the bands in our driveway, and the Perrets will have the food truck(s) in theirs). Just like previous years, we will not be serving or selling any alcoholic beverages.

Thank you for considering our application.

Live Oak St.



Cindy Lou Pl

Res 26-01

THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN, MOTIONED TO ADOPT BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 26-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH SMITH SCONZERT, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS Elizabeth Sconcert was appointed and confirmed as the City Attorney and David Parnell and Stephanie Hough was appointed and confirmed as Assistant City Attorneys pursuant to Section 4-02 of the City of Mandeville Charter, and all three individuals were formally employed at Blue Williams LLP with which a professional service agreement was executed in 2022 and subsequently amended in 2024;

WHEREAS Elizabeth Sconcert, David Parnell, and Stephanie Hough have joined the law firm of Smith Sconcert, LLC, and the City of Mandeville desires to enter into a professional services agreement for all legal services associated with the City's legal department under Section 4-02 of the City of Mandeville Charter; and

WHEREAS, the contract is attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mandeville hereby authorizes the mayor to execute the original Lawyer-Client Agreement between the City of Mandeville and Smith Sconcert LLC., attached hereto and made a part of this resolution hereto.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this _____ the day of January 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman



SMITH
SCONZERT
LLC

LAWYER-CLIENT AGREEMENT

Parties. This Lawyer-Client Agreement (“Agreement”) is entered into by and between **Smith Sconcert, LLC** (“Lawyer”), and **The City of Mandeville** (“Client”) as of the latest date set forth below. Lawyer is an independent contractor. There are no other parties whatsoever to this Agreement.

1. **Scope of Representation.** Client has requested Elizabeth S. Sconcert, a partner at Smith Sconcert, LLC to serve as his/her attorney. Client has, therefore, engaged Smith Sconcert, LLC, represented herein by Elizabeth S. Sconcert, which is domiciled at 1331 West Causeway Approach, Mandeville, LA 70471 and intends to engage Lawyer to perform the duties and legal services for City of Mandeville for the office of City Attorney, a Louisiana municipal corporation, domiciled at 3101 East Causeway Approach, Mandeville, LA 70448, and represented herein by Clay Madden, its mayor and authorized representative, by virtue of resolution of the City Council attached hereto and made a part hereof. Lawyer’s representation is limited to the duties and legal services required for: all duties required of City Attorney’s office, unless otherwise agreed in a signed writing.
2. **Duration of Agreement:** This contract will commence on January ___, 2026, continue in full force and effect unless terminated by either party in accordance with the terms hereof by written notice to the other via certified mail.
3. **Termination:** This Agreement may be terminated by Lawyer upon thirty (30) days advance written notice to the City of Mandeville and by the City of Mandeville at any time.
4. **Acknowledgment of Exclusion of Unemployment:** Neither Lawyer nor anyone employed by Lawyer shall be considered an employee of Client for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

Lawyer _____

Client(s) _____

5. Waiver of Sick and Annual Benefits: It is expressly agreed and understood between the parties entering into this Agreement, that the Lawyer, acting as an independent agent, shall not receive any sick and annual benefits from the Client.

6. Fees and Costs.

a. Costs. Client will be responsible for all costs. Lawyer, however, may advance such costs. As used herein, the term "Costs," includes, but is not limited to, filing fees, filing boxes and supplies, copying costs, deposition costs, computerized research costs, outsourced document scanning/coding/indexing costs, travel expenses, expert fees, court costs, postage expenses, witness fees, and reasonable interest paid by Lawyer to third-party lenders to cover any cost advances.

b. Hourly Fee for Billable Time.

(1) Rates: The consideration for such services shall be billed at a rate not to exceed:

- \$300/hr for attorneys with 10+ years experience (ie., *Elizabeth Sconcert and David Parnell*)
- \$250/hr for attorneys with 5-10 years experience (ie, *Stephanie Hough*)
- \$80/hr for paralegal services

(2) Billable Time. Billable Time includes all time spent on the Matter, including, but not limited to, the following: legal research; drafting/reading email, letters, pleadings and documents; telephone calls; consultations and conferences with Client, witnesses, court personnel and other persons; settlement negotiations; pretrial preparation; fact investigation; reviewing materials; travel time; and, court appearances. All Billable Time will be rounded up to the nearest one-tenth of an hour.

(3) Bills. Lawyer will bill Client either upon written request by Client or periodically at Lawyer's discretion. All bills are due and payable by Client upon receipt. If a bill is not paid within thirty (30) days of

Lawyer _____

Client(s) _____

LAWYER-CLIENT AGREEMENT

receipt, simple interest of 1% per month (or portion thereof) shall be charged by Lawyer calculated from the date due and payable.

- i. Not a Contingent Fee. Client's obligation to pay Fees and Costs is not contingent on the outcome of the Matter and must be paid by Client irrespective of the results obtained.

(4) No Guarantees Regarding Total Fees and Costs. Lawyer has made no promises or guarantees whatsoever as to the total Fees and Costs of the Matter.

8. Arbitration of All Lawyer-Client Disputes.

a. Arbitrable Disputes. Any dispute, controversy or claim that may arise between Lawyer and Client shall be resolved by arbitration. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof. Among other disputes, the parties hereby agree to arbitrate the following:

i. Disputes Regarding Fees, Costs and Other Compensation Due to Lawyer. All disputes relating to Costs, Fees, compensation or remuneration to Lawyer, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum meruit shall be resolved by arbitration administered by the Louisiana State Bar Association ("LSBA") Program of Arbitration of Legal Fee Disputes.

ii. All Other Disputes. All other disputes, including but not limited to, those arising under the law of tort, contract, restitution and/or legal malpractice shall be resolved by arbitration administered by the American Arbitration Association ("AAA") in New Orleans, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute.

b. Miscellaneous Arbitration Provisions.

Lawyer _____

Client(s) _____

LAWYER-CLIENT AGREEMENT

- i. **Responsibility for Costs and Fees of Arbitration.** The nonprevailing party shall pay all Costs incurred by the prevailing party. In addition, the nonprevailing party shall pay the prevailing party for all billable time incurred in connection with arbitration and with enforcement of any arbitration award, whether such billable time is incurred by Lawyer acting on his own behalf or by a lawyer or a law firm retained by the prevailing Lawyer or Client. The applicable rate for billable time shall be the same as set forth above. See *supra* Billable Time.
- ii. **Informed Consent to Arbitration.** Arbitration proceedings are ways to resolve disputes without use of the court system. Lawyer and Client understand that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court, to broad discovery under the applicable rules of procedure, to a trial by a judge or a jury and to appeal. These are important rights that should not be given up without careful consideration. Arbitration may be more expensive than litigation and often involves substantial up-front costs. Lawyer and Client understand that this paragraph does not prospectively limit Lawyer's liability to Client in any way, nor does it impinge upon Client's right to make a disciplinary complaint to the appropriate authorities. Client is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel regarding this arbitration provision. Client is further advised to review the detailed procedures and costs associated with arbitration at the LSBA and AAA websites. To provide these opportunities, this paragraph shall not be effective until 21 days after signing. If Client does not wish this paragraph to become effective, Client shall within this 21-day period provide written notice to Lawyer via certified United States mail, return-receipt requested.

9. **Retention, Delivery and Destruction of Files.** Lawyer will scan and store all Client files in electronic PDF format and destroy all hard-copy (paper) files given to or received by Lawyer immediately after scanning. Lawyer will store at Lawyer's expense all relevant PDF files relating to Matter for a period of up to one (1) year following termination of Lawyer's representation and may thereafter destroy same without further notice to Client. In addition, Lawyer will store all relevant PDF files relating to

Lawyer _____

Client(s) _____

LAWYER-CLIENT AGREEMENT

property of Client that Lawyer has held in trust for a period of five (5) years and may thereafter destroy same without further notice to Client. Client may request in writing that Lawyer make available to Client or the Client's designee any PDF files in Lawyer's possession. Within seven (7) days of receipt of such request, Lawyer shall make electronic (not hard-copy) files available for pick-up at Lawyer's office.

10. **No Guarantee.** Client acknowledges that Lawyer has made no guarantee regarding the disposition of any legal action action. During the course of representation, Lawyer may provide Client with her candid advice and professional predictions regarding how the Matter may be resolved by a jury or other finder of fact. In so doing, Lawyer makes no guarantee regarding the outcome.
11. **Governing Law and Choice of Venue.** This agreement shall be governed by the law of the State of Louisiana and shall be subject to the jurisdiction of the 22nd Judicial District Court, Parish of St. Tammany.
12. **Complete Agreement, Amendment and Severability.** This is the complete agreement between Lawyer and Client with regard to matters addressed herein. Any changes or amendments to this Agreement and any future agreement(s) as to Costs and/or Fees owed under this Agreement must be set forth in a writing signed by the parties in order to be effective. There are no oral agreements of any kind relating to Lawyer's representation of Client. If any portion of this Agreement, or any portion of any paragraph of this Agreement, is declared invalid, the remaining portions shall be given full effect.

Lawyer _____

Client(s) _____

13. **Electronic Signatures and Copies.** Lawyer and Client agree that a digital signature shall be effective to prove assent to the terms of this Agreement. Furthermore, Lawyer and Client agree that the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format (“PDF”) or other digital format, and that no “original” hard-copy document shall be retained by Lawyer to prove the terms of this Agreement.
14. **Notices.** All notices shall be provided to the parties at the addresses or email addresses set forth below.
15. **Commencement; Effective Date.** Lawyer will not begin work on Matter, has not been retained by the Client, and is under no duty to represent the Client until Lawyer has signed the Agreement and returned it to Client. Unless otherwise provided herein (i.e., arbitration clause), this Agreement is effective as of the date of Lawyer’s signature. However, if Client engages Lawyer, Client is responsible for any authorized Billable Time and Costs incurred by Lawyer prior to the effective date.
16. **Consultation and Informed Consent.** By signing below, Client acknowledges that Client has had the opportunity to discuss the terms of each paragraph of this Agreement with Lawyer.
17. **Applicability of Louisiana Rules of Professional Conduct.** Lawyer and Client understand that Lawyer is bound by all provisions of the Louisiana Rules of Professional Conduct (“Rules”). Any obligation arising under this Agreement that conflicts with Lawyer’s obligations under the Rules shall have no effect.

[Intentionally Left Blank]

Lawyer _____

Client(s) _____

LAWYER-CLIENT AGREEMENT

Signed (either manually or digitally) as of the dates set forth below.

Lawyer

Elizabeth S. Sconcert
Smith Sconcert, LLC
1331 West Causeway Approach
Mandeville, LA 70471
Tel.: (985) 951-3855
Email: esconcert@smithsconcert.com

Client

L. Clay Madden
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 626-3144
Email:
cmadden@cityofmandeville.com

*** END OF LAWYER-CLIENT AGREEMENT ***

Lawyer _____

Client(s) _____

Ord 26-01

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

ORDINANCE NO. 26-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPROVING A CONDITIONAL USE PERMIT FOR ACCESSORY OUTDOOR SEATING WITHIN THE LAFITTE STREET RIGHT-OF-WAY IN ACCORDANCE WITH THE USE DESIGNATED UNDER CLURO SECTION 6.8.4. ACCESSORY USE - OUTDOOR DINING, LOCATED AT 449 LAFITTE STREET, BEING A PORTION OF GROUND LOCATED IN SQUARE 18, LOT 2-A, ZONED AS B-3 OLD MANDEVILLE BUSINESS DISTRICT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the owners of Cilantros (“applicant”), a business located at 449 Lafitte Street, which is located on the corner of Lafitte Street and Monroe Street, on Lot 2-A in Square 18, made application for Conditional Use approval to allow for accessory outdoor dining in the City of Mandeville right-of-way located on Lafitte Street; and

WHEREAS, CLURO Section 4.3.3.5 requires the Planning Commission to review the application for Conditional Use Permit, and the Planning Commission held a work session on November 18, 2025, and a public hearing on December 9, 2025; and

WHEREAS, Public Works has reviewed the request made by the applicant and has made the following recommendations:

1. Allow up to 30” depth tables as shown in Revision 1
2. Planters set at 7’ offset from edge of Lafitte St. (2’ Wide Planters)
3. The 5’ Access Path remains.
4. Plantings in the two boxes closest to Monroe St. be a ground cover or “ground-hugging” type for better sight when approaching the intersection.
5. If future sidewalk improvements are implemented to the south on Lafitte either by the neighboring property or the City. The City has the option to rescind any standing approval for outdoor seating.
6. A Hold Harmless is executed for the planters and more importantly the intended use of serving and dining activates located within the ROW (Ordinance 22-25 (d)); and

WHEREAS, the Planning Commission reviewed and evaluated the application for Conditional Use Permit, using the criteria set forth in CLURO Section 4.3.3.8, and after the work session and public hearing on the application, recommended to approve the request with the following conditions:

1. Revised layout 2 was accepted with the recommendations from Public Works
2. No tables be located within 20’ of Monroe St. in accordance with sight triangle regulations; and

WHEREAS, the Planning Commission examined the use of the right of way sought by the applicant and concluded that the use is compatible to the Purpose of the B-3 Old Mandeville Business District, which is to acknowledge the historic character of the area and pedestrian orientation of the neighborhood by combining a mix of small scale residential, civic, commercial, service and office establishments that are compatible with the residential uses within and abutting the district; and

WHEREAS, the City Council has received a favorable recommendation from 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 variety of opportunities for residents and visitors of 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 6.8.4. Accessory Use – Outdoor Dining located at 449 Lafitte Street, Square 18, Lot 2-A so long as the conditions set forth by the Planning Commission set forth below are met and the applicants properly execute a Cooperative Endeavor Agreement with the City as required by Section 8.2.3.1 that assures indemnification and adequate insurance coverage;

BE IT FURTHER ORDAINED, that the Conditional Use Permit is approved subject to the following conditions at all times:

1. Allow up to 30" depth tables as shown in Revision 1
2. Planters set at 7' offset from edge of Lafitte St. (2' Wide Planters)
3. The 5' Access Path remains.
4. Plantings in the two boxes closest to Monroe St. be a ground cover or "ground-hugging" type for better sight when approaching the intersection.
5. If future sidewalk improvements are implemented to the south on Lafitte either by the neighboring property or the City. The City has the option to rescind any standing approval for outdoor seating.
6. A Hold Harmless is executed for the planters and more importantly the intended use of serving and dining activates located within the ROW (Ordinance 22-25 (d))
7. No tables be located within 20' of Monroe St. in accordance with sight triangle regulations; and

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 _____ 2026

Alicia Watts
Clerk of Council

Jason Zuckerman
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 CONDUCT OUTDOOR DINING WITHIN THE RIGHT-OF-WAY AT 449 LAFITTE STREET

Miranda Cruz, acting on behalf of the owners of Cilantros, submitted an application to the Planning Department on October 15, 2025, to allow for accessory outdoor dining in the City of Mandeville right-of-way. 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, November 18, 2025, and a voting meeting on Tuesday, December 9, 2025, for case CU25-11-07. The applicants are requesting to utilize the Lafitte St. right-of-way for accessory outdoor seating for the restaurant they operate at 449 Lafitte St. The Commission recommends approval of the proposed Conditional Use Permit to the City Council with the following conditions:

1. Revised layout 2 was accepted with the recommendations from Public Works
2. No tables be located within 20' of Monroe St. in accordance with sight triangle regulations.

The Commission liked the idea of outdoor dining at the location; they were just concerned with the amount of space available. They did note that people would already be slowing down as they approached the stop sign at the intersection of Monroe and Lafitte. The idea of barriers or posts being erected with the planters was brought up, but it was decided that they would impede the sidewalk from a safety standpoint.

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 7-0 in favor approving the requested Conditional Use Permit.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET

CASE NUMBER: CU25-11-07**DATE RECEIVED: October 14, 2025****DATE OF MEETING: November 18, 2025 and December 9, 2025****Address: 449 Lafitte****Subdivision: Old Town of Mandeville, Square 18 Lot 2-A****Zoning District: B-3 - Old Mandeville Business District****Property Owner: Warren J. Salles, Jr. Family Trust**

REQUEST: CU25-11-07–Warren J. Salles, Jr. Family Trust, represented by Miranda Cruz, requests Conditional Use Approval for Outdoor Dining pursuant to CLURO Section 8.2.3.1, Old Town of Mandeville, Square 18 Lot 2-A, B-3 - Old Mandeville Business District, 449 Lafitte

CASE SUMMARY: Allow outdoor dining in the Lafitte St Right-of-Way

The applicant owns the property at 449 Lafitte St., located on the corner of Monroe St. and Lafitte St. The property measures 44' x 67' and contains 2,959 sqft per a survey prepared by Randall Brown & Associates and dated 2.20.2024. The property is improved with a commercial business, Cilantros.

The applicant is requesting to have outdoor dining located within the Lafitte Street right-of-way. A drawing was submitted by the applicant showing there is 16' from the building to the edge of the street. The plan shows three tables with two chairs at each table, along with four planters to serve as a barrier between the tables and the street. There is 7' space between the planters and the street.

Regulations state that the outdoor dining shall not be located within the sight triangle for the intersection of Lafitte and Monroe. This intersection is between an arterial street and a collector or local street. Monroe St. is designated as an arterial street while Lafitte St. is designated as a local street. As such, there cannot be any seating located along Lafitte St. within 20' from the edge of Monroe St.

In order to conduct outdoor dining the applicant will have to enter into a cooperative endeavor agreement with the City. This agreement will have to recognize the true value of the right-of-way and adequately address indemnification of the City and the City's minimum insurance requirements.

Public Works has reviewed the request and stated that *"The outdoor dining would have to allow 5' minimum of clearance between the proposed tables and the planters for pedestrian access. In addition to the 5' clearance, there may be site line issues concerning the planter boxes when approaching the intersection. We do not have true dimensions of the tables or site line alignment to scale from the submitted drawing. The measurements from the street to the wall of the building indicate 16', but when dimensions are added it equals a sum of 18'. We do not recommend the proposed layout as submitted. The applicant should modify the layout and submit for further review."*

Since the last meeting, the applicant has submitted two revised layouts. The first layout is arranged so that there are three 2'x2' tables along the building, with a 1' gap between them and then a row of six 2'x4' planters and 11' to the edge of the street. The second layout is arranged so that there are three 3'x3' tables along the building, with a 6' gap between the tables and planter row, and then 5' to the edge of the street.

Public Works reviewed the revised submittals and had the following comments: *Revised layout 1 is not a preferred option for outdoor seating. The Planters force pedestrian traffic closer to the street and intersection. Revised layout 2 would be acceptable with the following exceptions:*

1. *Allow up to 30" depth tables as shown in Revision 1*
2. *Planters set at 7' offset from edge of Lafitte St. (2' Wide Planters)*
3. *The 5' Access Path remains.*
4. *Plantings in the two boxes closest to Monroe St. be a ground cover or "ground-hugging" type for better sight when approaching the intersection.*
5. *If future sidewalk improvements are implemented to the south on Lafitte either by the neighboring property or the City. The City has the option to rescind any standing approval for outdoor seating.*
6. *A Hold Harmless is executed for the planters and more importantly the intended use of serving and dining activates located within the ROW (Ordinance 22-25 (d))*

CLURO SECTIONS:**6.8.6. Accessory Use – Outdoor Dining**

Outdoor seating and tables for a restaurant that is otherwise allowed within the applicable zoning district and complies with applicable district regulations.

8.2.3.1. Outdoor Dining

Outdoor dining may be authorized subject to the conditions and procedures established in this section and any additional zoning district standards.

1. Outdoor dining behind the front building setback may be allowed pursuant to approval of a Special Use Permit in the B-1, B-2, B-3 and B-4 zoning districts provided that:
 - a. Outdoor dining seating and operations shall not obstruct sidewalks, building entries or driveways; and
 - b. Outdoor dining shall not be located within the sight triangle designated for intersection and driveway visibility as established in section 8.1.1.8 of this CLURO.
2. Outdoor dining may be allowed in required front setback areas within the B-3 zoning district subject to issuance of a Special Use Permit and compliance with the criteria in paragraph 1 and the B-3 district standards established in section 7.5.10.5 of this CLURO.
3. Outdoor dining may be allowed within the public right-of-way subject to approval of a Conditional Use Permit that satisfies the criteria established in paragraphs 1 and 2 of this section, section 4.3.3.8 and the following criteria:
 - a. Seating areas shall be located to minimize the risks from traffic on abutting streets through the use of on-street parking, plantings, planter boxes or other barriers between traffic lanes and seating areas;
 - b. Operator enters into a cooperative endeavor agreement with the City that recognizes the true value of the right-of-way and adequately addresses indemnification of the City and the City's minimum insurance requirements.

7.5.10.2. B-3 Permitted Uses

The uses permitted in this zoning district, including signage, shall be in accordance with those uses listed under this district in the Table of Permitted Uses By Zoning District found at the end of this Article and shall be subject to all applicable provisions of this Land Use Regulations Ordinance including any supplemental or special use criteria provided in Article 8 and the Sign Code in Article 10. Unless it is part of a mixed use development, no new townhouse, condominium, or other multi-family residence shall be established

2. **Outdoor Dining.** Subject to compliance with the standards established in sections 7.5.10.5 and 8.2.3:
 - a. On-site outdoor dining shall be allowed by right upon issuance of a Special Use Permit.
 - b. Outdoor dining within the right-of-way may be allowed subject to approval of a Conditional Use Permit.

4.3.3.8. Review and Evaluation Criteria (Conditional Use)

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:

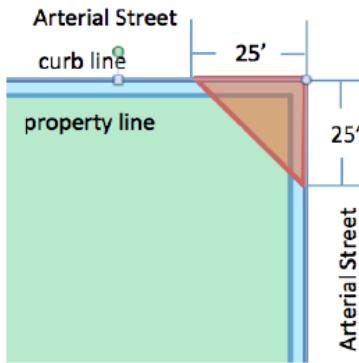
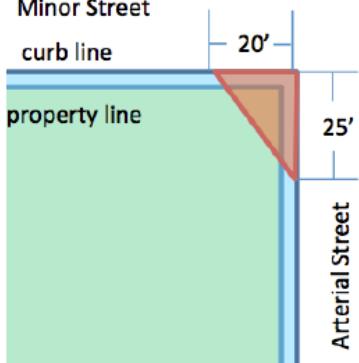
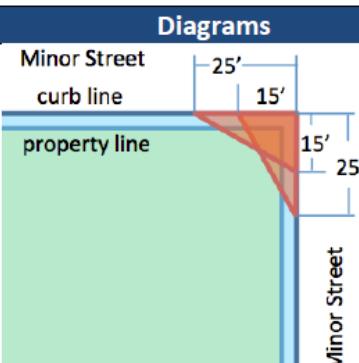
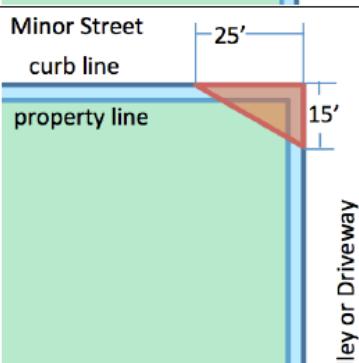
1. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping 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 those 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.

8.1.1.8. Sight Triangles Required

Visibility of and between pedestrians, bicyclists, and motorists shall be assured at all intersections in accordance with this section.

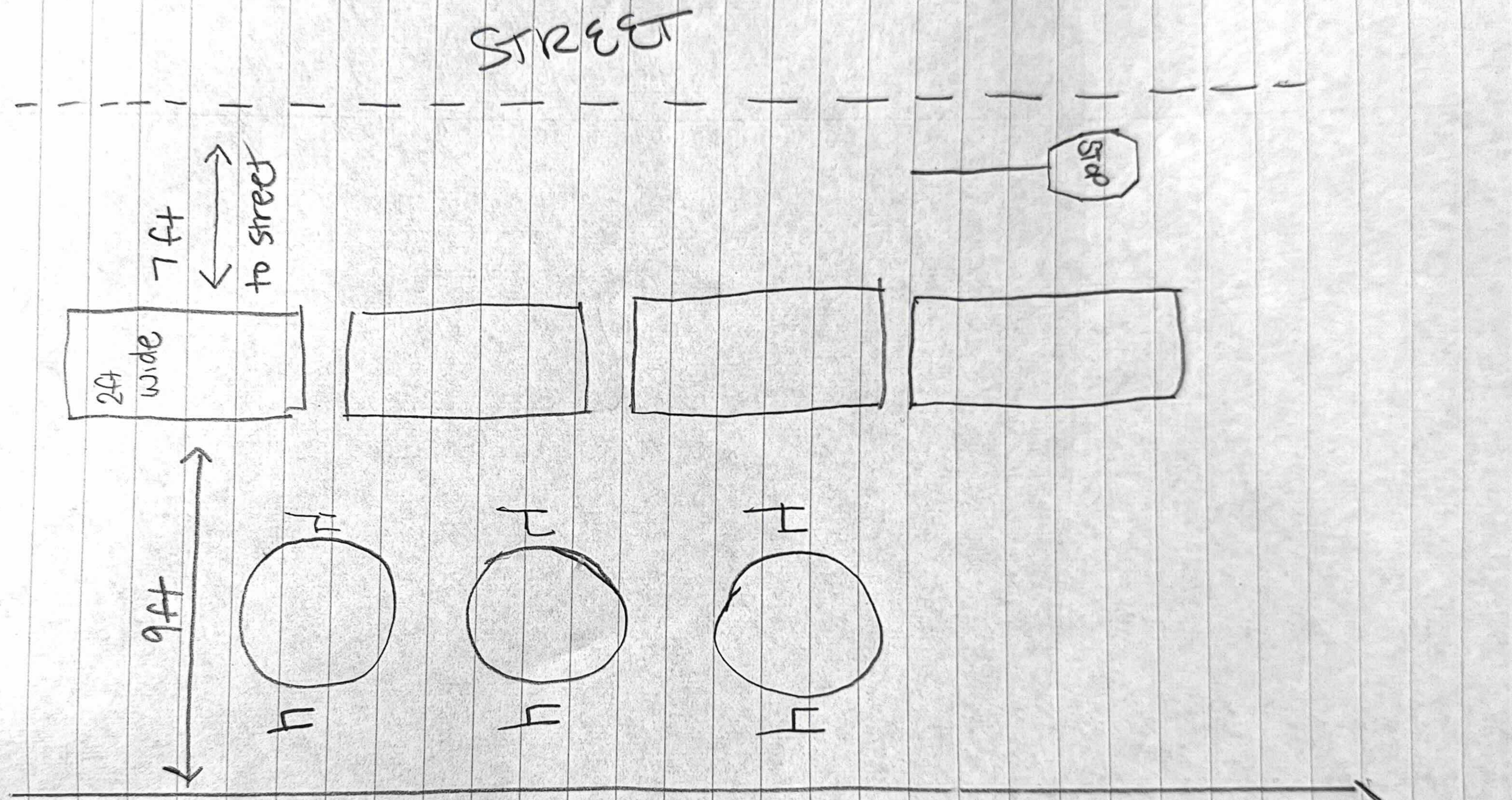
- a. **Measurement of Sight Triangles.** The legs of sight triangles involving arterial streets shall be measured from the projected intersection of curb lines or edges of pavement.
- b. **Sight Triangles to be Free From Visual Obstructions.** Sight visibility triangles shall be maintained free of visual obstructions to between the height of three (3) and seven (7) feet above street grade. No building, fence, wall, hedge or other structure or planting more than three (3) feet in height other than posts, columns or trees separated by not less than six (6) feet from each other, shall be erected, placed or maintained in these areas.
- c. **Dimensions of Sight Triangles.** Sight triangles shall be based on the dimensions shown in Table 8-1-1 unless the City Engineer or Public Works Director finds that greater sight distances are called for due to traffic speeds or other intersection characteristics at intersections involving arterials.

Exhibit 8-1-1: Sight Triangle Design

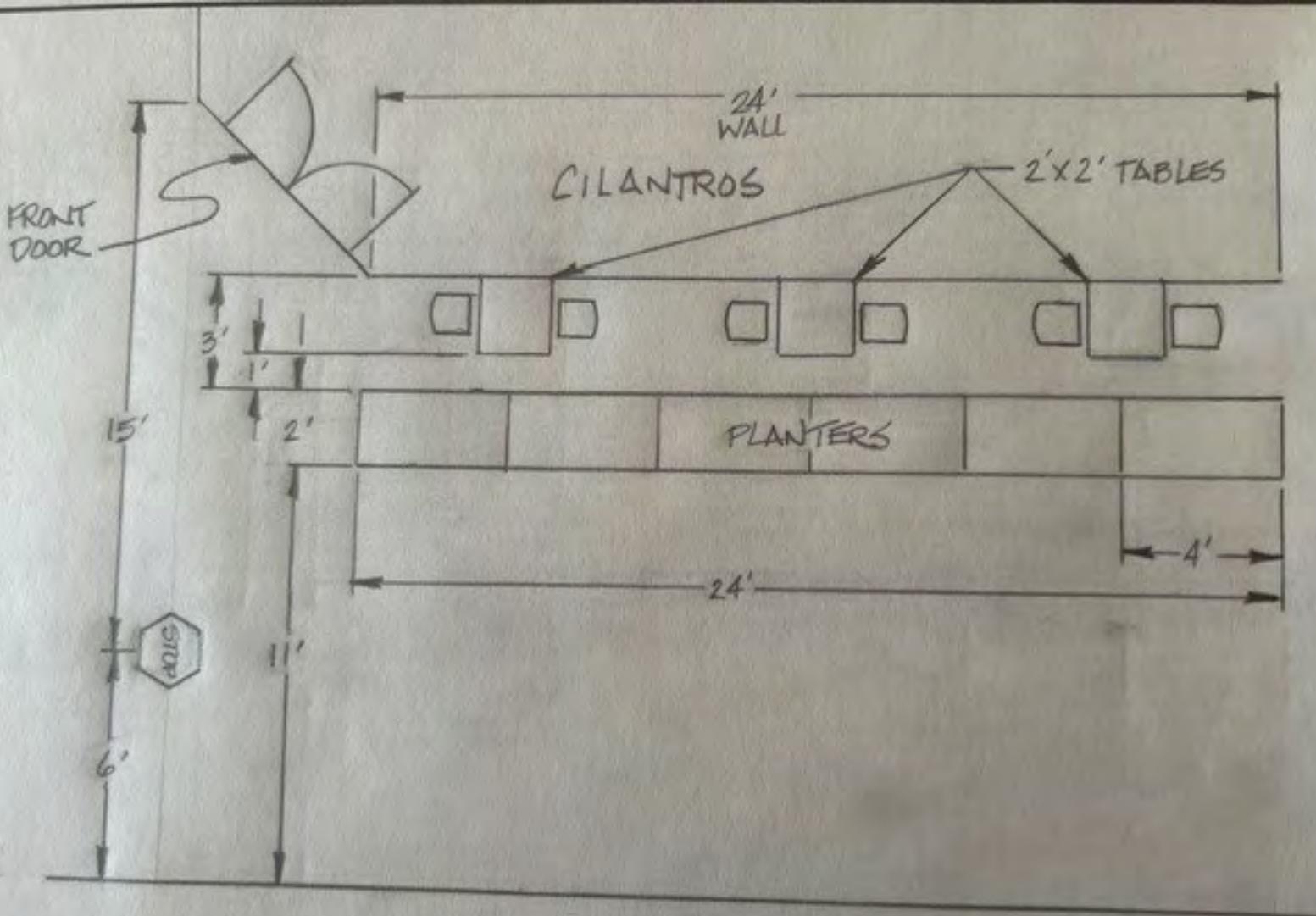
| Intersection Type | Dimensions | Diagrams |
|--|--|--|
| Two Arterials | At least 25 feet along each arterial street |  |
| Arterial and Collector or Local Street | At least 25 feet along the arterial street and 20 feet along the local or collector (minor) street |  |
| All Other Street Intersections, including all intersections in the B-3 and T-C districts | Two overlapping triangles measuring 15 feet by 25 feet |  |
| Intersection of Alleys or Driveways with Streets | 25 feet along the minor street and 15 feet along the alley or driveway |  |
| Intersections of streets with driveways from multi-occupancy centers | To be determined by the Public Works Director based on projected traffic loads and intersection design | |



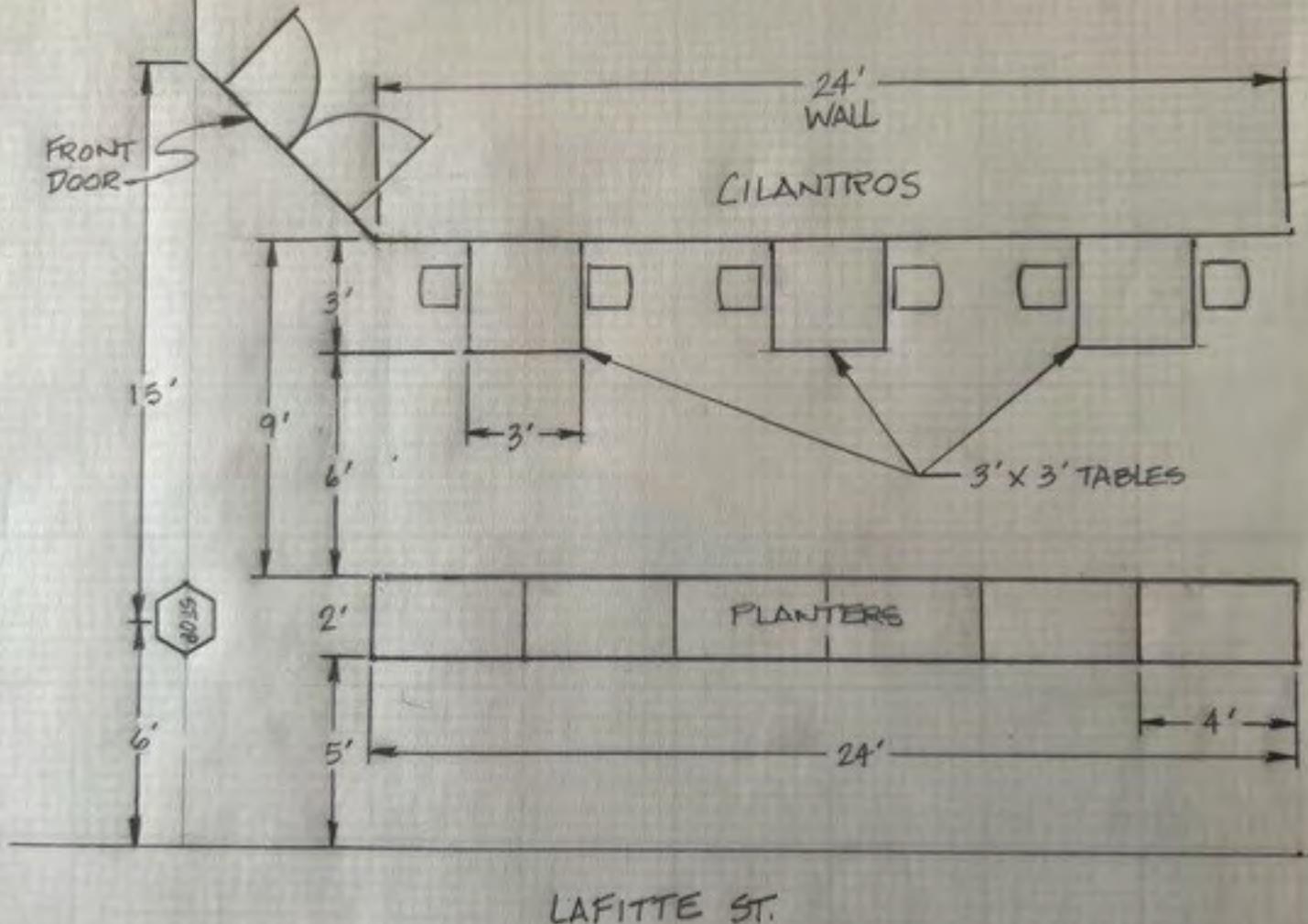
10ft from buildings
to street



Cilantros 24ft wall



SCALE: $1/4'' = 1'$



CILANROS

MEXICAN
CUISINE

OPEN

BUD
LIGHT

Corona

Happy Hour
12pm-5pm
7pm-9pm
Now Open
Sunday

LOCO

19



From: [Clifton Siverd](#)
To: [Alex Weiner](#)
Subject: RE: 449 Lafitte
Date: Friday, December 5, 2025 3:01:51 PM
Attachments: [image001.png](#)
[image002.png](#)

Alex,

Revised layout 1 is not a preferred option for outdoor seating. The Planters force pedestrian traffic closer to the street and intersection. Revised layout 2 would be acceptable with the following exceptions

1. Allow up to 30" depth tables as shown in Revision 1
2. Planters set at 7' offset from edge of Lafitte St. (2' Wide Planters)
3. The 5' Access Path remains.
4. Plantings in the two boxes closest to Monroe St. be a ground cover or "ground-hugging" type for better sight when approaching the intersection.
5. If future sidewalk improvements are implemented to the south on Lafitte either by the neighboring property or the City. The City has the option to rescind any standing approval for outdoor seating.
6. A Hold Harmless is executed for the planters and more importantly the intended use of serving and dining activates located within the ROW (Ordinance 22-25 (d))

From: Alex Weiner <aeweiner@cityofmandeville.com>

Sent: Wednesday, December 3, 2025 1:53 PM

To: Clifton Siverd <csiverd@cityofmandeville.com>

Subject: FW: 449 Lafitte

Hi Clif,

Attached is the revised layouts for Cilantros.



Alex Weiner, CFM

Planner I

Notary Public | Arborist

Department of Planning & Development | City of
Mandeville

Office: (985) 624-3103

Direct: (985) 624-3132

3101 E. Causeway Approach, Mandeville, LA 70448

From: Alex Weiner

Sent: Monday, December 1, 2025 11:55 AM

To: Clifton Siverd <csiverd@cityofmandeville.com>

Subject: FW: 449 Lafitte

Hey Clif,

Hope you had a good Thanksgiving! Just wanted to follow up on this and see if you had any comments on the proposed revised layouts. If you could provide any comments by this Thursday that would be great as we have to send out the packets to the commission on Friday.

Thanks,



Alex Weiner, CFM

Planner I

Notary Public | Arborist

Department of Planning & Development | City of Mandeville

Office: (985) 624-3103

Direct: (985) 624-3132

3101 E. Causeway Approach, Mandeville, LA 70448

From: Alex Weiner <[aeweiner@cityofmandeville.com](mailto:aweiner@cityofmandeville.com)>

Sent: Thursday, November 20, 2025 3:39 PM

To: Clifton Siverd <csiverd@cityofmandeville.com>

Cc: Tina Myers <tmyers@cityofmandeville.com>

Subject: RE: 449 Lafitte

Hi Clif,

Cilantros submitted two versions of a revised layout for the outdoor dining they are requesting. When you get a moment could you look them over and provide any comments you might have. They are on the agenda for next Planning and Zoning meeting on December 9th.

Thanks,



Alex Weiner, CFM

Planner I

Notary Public | Arborist

Department of Planning & Development | City of Mandeville

Office: (985) 624-3103

Direct: (985) 624-3132

3101 E. Causeway Approach, Mandeville, LA 70448

From: Clifton Siverd <csiverd@cityofmandeville.com>

Sent: Friday, November 14, 2025 9:14 AM

To: Alex Weiner <aeweiner@cityofmandeville.com>

Cc: Tina Myers <tmyers@cityofmandeville.com>

Subject: RE: 449 Lafitte

Alex,

The outdoor dining would have to allow 5' minimum of clearance between the proposed tables and the planters for pedestrian access. In addition to the 5' clearance, there maybe site line issues concerning the planter boxes as approaching the intersection. We do not have true dimensions of the tables or site line alignment to scale from the submitted drawing. The measurements from the street to the wall of the building indicate 16', but when dimensions are added it equals a sum of 18'. We do not recommend the proposed layout as submitted. The applicant should modify the layout and submit for further review.

From: Alex Weiner <[aaweiner@cityofmandeville.com](mailto:aweiner@cityofmandeville.com)>

Sent: Monday, November 10, 2025 10:18 AM

To: Clifton Siverd <csiverd@cityofmandeville.com>

Cc: Tina Myers <tmyers@cityofmandeville.com>

Subject: FW: 449 Lafitte

Hi Clif,

Just following up on this. Cilantros is requesting to have outdoor dining located in the Lafitte St ROW and are on the Planning and Zoning agenda for November 18th and December 9th. Let me know if Public Works has any comments.

Thanks,



Alex Weiner, CFM

Planner I

Notary Public | Arborist

Department of Planning & Development | City of
Mandeville

Office: (985) 624-3103

Direct: (985) 624-3132

3101 E. Causeway Approach, Mandeville, LA 70448

From: Tina Myers <tmyers@cityofmandeville.com>

Sent: Thursday, November 6, 2025 9:56 AM

To: Clifton Siverd <csiverd@cityofmandeville.com>

Cc: Alex Weiner <aaweiner@cityofmandeville.com>

Subject: 449 Lafitte

Good morning,

Please see the attached documents and send me any feedback you have. This case will be heard on November 18th.

Respectfully,

Tina Myers

Planning Technician
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 624-3103



THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER JILL MCGUIRE.

ORDINANCE NO. 22-25

AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE CODE OF ORDINANCE, CITY OF MANDEVILLE, BY AMENDING SEC. 13-3, OBSTRUCTION OF STREET GENERALLY, AND AMENDING SEC. 13-4, OBSTRUCTION OF WALK, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville seeks to maintain the safety of its streets for emergency services and the public use, whether vehicular, pedestrian or bike traffic, by establishing a prohibition of the placement of certain objects within the street right-of-way fronting both public and private property such that emergency services and the public use, whether vehicular, pedestrian or bike traffic, do not encounter landscaping materials placed in the street right-of-way or setback areas fronting the streets of the City;

WHEREAS, the Comprehensive Land Use Regulation Ordinance of the City of Mandeville (the “CLURO”) concerning street traffic and ease of passage provides regulations that have been established to lessen congestion in the streets, secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land to avoid undue concentration of population; and to facilitate the adequate provision of vehicular and pedestrian circulation, water, sewerage, storm drainage, schools, parks, open space and other public requirements;

WHEREAS, pursuant Code of Ordinance, City of Mandeville, § 13-3 and § 13-4, it is unlawful to obstruct highway commerce by placement of anything on the street right-of-way which renders movement thereon more difficult, and it is unlawful to obstruct the free, convenient and normal use of any public street by impeding, hindering, stifling, retarding or restraining traffic or passage thereon;

WHEREAS, Code of Ordinance, City of Mandeville, § 9-41 requires the removal of certain enumerated items from the public right-of-way adjacent to developed lots but, by specific mention, does not include landscaping materials as it more generally refers to trash and litter; and

WHEREAS, the City of Mandeville desires to amend the applicable ordinances to address the safety of its streets for emergency services and public use and in the interest of governmental efficiency in the administration and enforcement of the provisions of the CLURO.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-3, Obstruction of Street Generally, is hereby amended to read as follows:

(a) It shall be unlawful to obstruct a highway of commerce intentionally or in a criminally negligent manner by the placing of anything or performance of any act on any railway, railroad, navigable waterway, road, street, right-of-way, highway or thoroughfare, which will render movement thereon more difficult.

(b) The right-of-way is held by the City primarily for the purpose of pedestrian and vehicular passage and for the City's provision of essential public safety services, including police, fire and emergency medical response services, and public health services, including sanitary sewer, water and storm drainage. The purpose of this section is to provide standards in order to maintain the safety and the visual character of the City's right-of-way, and to maintain a greenbelt area of land within the property line and encompassing the street right-of-way such that the area is free from such non-living, durable landscaping materials that pose a danger to both vehicular and pedestrian travel.

It shall be unlawful for any person to place or cause to be placed any type of obstruction within ten (10) feet of the edge of any City street or as may be permitted by the City within the property lot line, whichever is less, except for the following:

(1) A pole mounted curbside mailbox provided it is in the roadside portion of the right-of-way and:

- a. it conforms to the rules and regulations of the U.S. Postal Service for construction and installation as well as to standards established in this section; and
- b. it is erected contiguous to the privately owned property which it serves, unless prior written approval is obtained from the Department of Public Works; and
- c. it is not erected in such a manner as to obstruct a free and clear vision of passing motorists and is not closer than twenty-five (25) feet from an intersection, measured from the nearest right-of-way line of the intersecting street; and
- d. it is not designed or installed, by reason of the position, shape or color, to interfere with, obstruct the view of, or be confused with any authorized traffic control device; and
- e. it does not have any attachments, not required or permitted by United States Postal regulations, which would constitute a prohibited sign under Article 10 of the CLURO; and
- f. it is installed on a breakaway support post; a breakaway support means a supporting post which shall be no larger than a four-inch by four-inch wood post, four and one-half (4½) inch diameter wood post or a metal post with a strength no greater than a two-inch diameter schedule 40 steel pipe and which is buried no more than twenty-four (24) inches deep. Such a support post shall not be set in concrete unless specifically designed as a breakaway support system as defined in "A Guide for Erecting Mailboxes on Highways" published by ASHTO, May 24, 1984.

(2) Plants and shrubs subject to the following:

- a. None shall be placed in the right-of-way of any interstate (freeway), arterial streets, and collector streets as designated by the City unless specifically approved by the department of public works or shown on a site plan approved by the City in accordance with the procedures of this Code, including but not limited to Article 9 of the CLURO.
- b. All plants and shrubs shall be placed in such a manner as to avoid obstruction of traffic control devices and shall be placed to provide a window of view between two and one-half (2½) feet from the surface of the roadway at its edge and seven (7) feet, so as not to obstruct the view of vehicular or pedestrian traffic. In addition, all plants and shrubs shall be placed in such a manner as to avoid interference with any public utility, facility, or infrastructure.

(3) The owner of private non-residential property that abuts the City right-of-way may request to establish or expand the use of City right-of-way for parking.

- (4) Any materials used pursuant to a permitted culvert pursuant to CLURO Section 5.2.6.1 or as otherwise regulated by the CLURO of Code of Ordinances.
- (5) Any object placed within the right-of-way which is in any way associated with a public utility or City agency, including but not limited to City equipment.

(c) Any object placed within the right-of-way pursuant to subsections (b)(1) through (5) above shall be done so at the risk of the owner, who shall be fully responsible for the maintenance of same and shall not be due any compensation for the destruction or removal of said object by the City for any public reason whatsoever. Except in emergency situations, the City will give notice within ten (10) days of the removal or destruction by the City of any object placed within the right-of-way pursuant to subsections (b)(1) through (5) above which is deemed to be an obstruction by the department of public works.

(d) Notwithstanding any of the provisions of this section, the department of public works may permit the placement of curbside mailboxes, decorative piping, plants, shrubs, or other similar structures which do not meet the requirements of this section, by hardship variance in the event bringing new or existing curbside mailboxes, decorative piping, plants, shrubs, or other similar structures is not possible, provided that the person placing or causing placement of any such obstruction executes a "hold-harmless" agreement with the City, which agreement shall be in a form prescribed by the City Attorney and which shall include at a minimum an assumption by the person placing or causing the placing of the obstruction of all risks and damages which may result from said placement, including the payment of the City's attorney's fees should it be made party to any litigation or claim as a result of such obstruction; and an agreement by the person placing or causing the placement of the obstruction to allow the City to remove the obstruction at any time and for any reason without notice to said person.

Permits granted under the provision of this section shall not be transferable. Any person owning property adjacent to a City right-of-way having thereon an obstruction which does not meet the requirements of section (b) herein shall obtain a permit for said obstruction under this subsection or shall remove said obstruction. The department of public works shall not be required to issue a permit for an otherwise illegal obstruction on a City right-of-way to the owner of the adjacent property, even if the department had issued such a permit to the previous property owner. The provisions of this section (d) do not apply to non-living, durable landscaping materials, or to structures linked together in any manner, which are not included in the exceptions listed in subsections (b)(1) through (5) above.

- (e) As set forth in Section 1.9.1-1.9.3 of the CLURO, the City is authorized to utilize City police deputies and/or may institute any appropriate action or proceedings to prevent such unlawful construction other violations, to restrain, to correct or to prevent any illegal act in or about such premises. Except as modified herein, the procedure for notice of violation and the assessment of penalty for violations of this Section shall be administered pursuant to CLURO Sections(s) 1.9.4 and 1.9.5
- (f) Whoever commits this crime shall be punished as provided in section 1-9 of this Code.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-4, Obstruction of Walk, be amended to read as follows:

- (a) It shall be unlawful to willfully obstruct the free, convenient and normal use of any public sidewalk, street, right-of-way, alley, road or other passageway, or the entrance, corridor or passage of any public building, structure, watercraft or ferry, by impeding, hindering, stifling, retarding or restraining traffic or passage thereon or therein.
- (b) The right-of-way is held by the City primarily for the purpose of pedestrian and vehicular passage and for the City's provision of essential public safety services, including police, fire and emergency medical response services, and public health services, including sanitary sewer, water and storm drainage. The purpose of this section is to provide standards in order to maintain the safety and the visual character of the City's right-of-way, and to maintain a greenbelt area of land within the property line and encompassing the street right-of-way such that the area is free from such non-living, durable landscaping materials that pose a danger to both vehicular and pedestrian travel.

It shall be unlawful for any person to place or cause to be placed any type of obstruction within ten (10) feet of the edge of any City street or as may be permitted by the City within the property lot line, whichever is less, except as outlined in Sec. 13-3 of this Code.

(c) Whoever commits this crime shall be punished as provided in section 1-9 of this Code.

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

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: 5 (Zuckerman, McGuire, Danielson, Bush, Kreller)

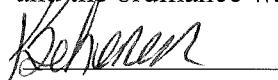
NAYS: 0

ABSENT: 0

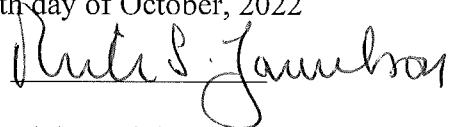
ABSTENTIONS: 0

:

and the ordinance was declared and adopted this 13th day of October, 2022



Kristine Scherer
Clerk of Council



Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this 14th day of October, 2022 at 10:30 o'clock a.m.



CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this 19 day of October, 2022 at 10:30 o'clock a.m.


CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this _____ day of _____, 2022, at _____ o'clock a.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this 19 day of October 2022, at 11:30 o'clock a.m.


CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the 13th day of October, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this 14th day of October, 2022.


Kristine Scherer, CLERK OF COUNCIL

From: [Clifton Siverd](#)
To: [Alex Weiner](#)
Cc: [Tina Myers](#)
Subject: RE: 449 Lafitte
Date: Friday, November 14, 2025 9:13:33 AM
Attachments: [image002.png](#)
[image003.png](#)

Alex,

The outdoor dining would have to allow 5' minimum of clearance between the proposed tables and the planters for pedestrian access. In addition to the 5' clearance, there maybe site line issues concerning the planter boxes as approaching the intersection. We do not have true dimensions of the tables or site line alignment to scale from the submitted drawing. The measurements from the street to the wall of the building indicate 16', but when dimensions are added it equals a sum of 18'. We do not recommend the proposed layout as submitted. The applicant should modify the layout and submit for further review.

From: Alex Weiner <aeweiner@cityofmandeville.com>
Sent: Monday, November 10, 2025 10:18 AM
To: Clifton Siverd <csiverd@cityofmandeville.com>
Cc: Tina Myers <tmyers@cityofmandeville.com>
Subject: FW: 449 Lafitte

Hi Clif,

Just following up on this. Cilantros is requesting to have outdoor dining located in the Lafitte St ROW and are on the Planning and Zoning agenda for November 18th and December 9th. Let me know if Public Works has any comments.

Thanks,



Alex Weiner, CFM
Planner I
Notary Public | Arborist
Department of Planning & Development | City of
Mandeville

Office: (985) 624-3103
Direct: (985) 624-3132
3101 E. Causeway Approach, Mandeville, LA 70448

From: Tina Myers <tmyers@cityofmandeville.com>
Sent: Thursday, November 6, 2025 9:56 AM
To: Clifton Siverd <csiverd@cityofmandeville.com>
Cc: Alex Weiner <aeweiner@cityofmandeville.com>
Subject: 449 Lafitte

Good morning,

Please see the attached documents and send me any feedback you have. This case will be heard on November 18th.

Respectfully,

Tina Myers

Planning Technician
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 624-3103



MADISON STREET (SIDE)

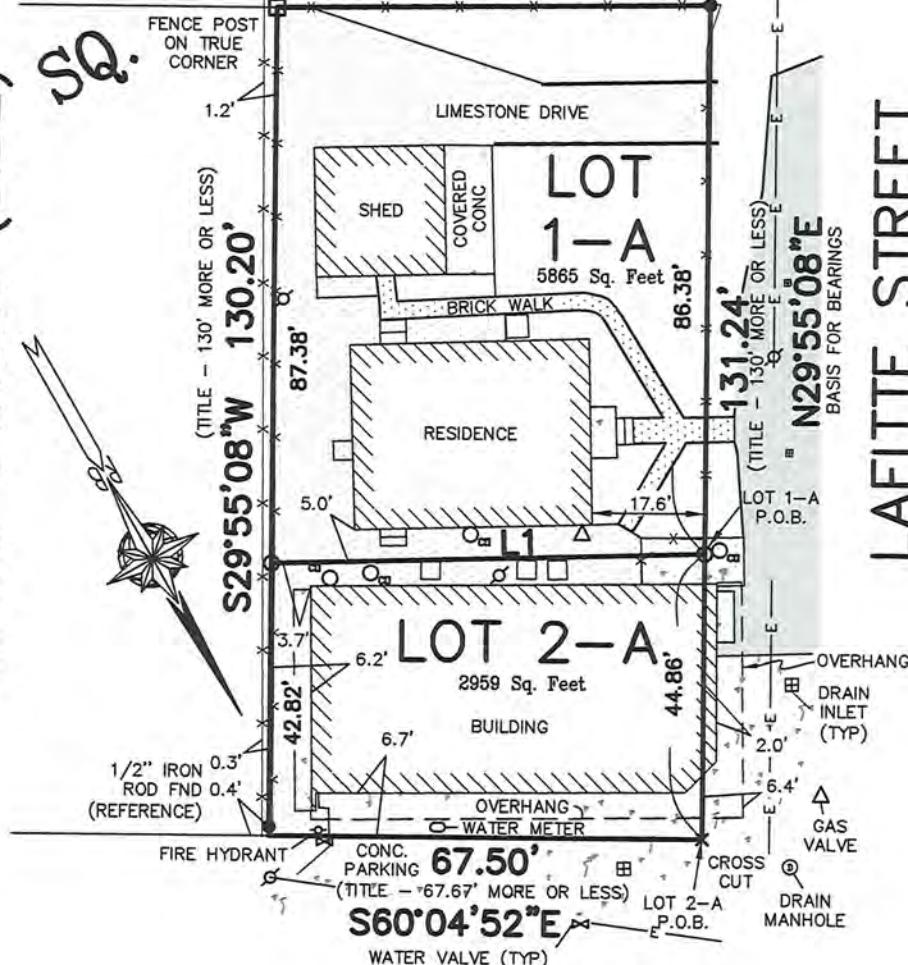
GIROD STREET (SIDE)

LOT 16

18

(TITLE - 67.67' MORE OR LESS)

N60°57'50"W 67.51'



MONROE STREET

NOTE:

OWNER OR BUILDER RESPONSIBLE
FOR OBTAINING SETBACKS BEFORE
DESIGN OR CONSTRUCTION BEGINS.

○ DENOTES 1/2" IRON ROD TO BE
SET UNLESS OTHERWISE NOTED

● DENOTES 1/2" IRON ROD FND
UNLESS OTHERWISE NOTED

REFERENCE 1:
SURVEY By Kelly J. McHugh, PLS
Job No.: 89-461
Dated: 10-3-1983

REFERENCE 2:
SURVEY By Ned R. Wilson, PLS
Dated: 11-28-1988

Note: I have consulted the Federal Insurance Administration
Flood Hazard Boundary Maps and found the property
described IS located in a special flood hazard area,
it is located in Flood Zone AE.

FIRM Panel# 2202020427D Rev. 5-16-2012

NOTE:

BEARINGS SHOWN HEREON ARE
REFERENCED TO LOUISIANA
STATE PLANE COORDINATES.
LA SOUTH ZONE 1702.

LEGAL DESCRIPTION LOT 1-A:

COMMENCING FROM THE INTERSECTION OF
THE EASTERN RIGHT OF WAY LINE OF
LAFITTE STREET AND THE SOUTHERN
RIGHT OF WAY LINE OF MONROE STREET,
THENCE GO S29°55'08"W A DISTANCE OF
44.86' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO
S61°49'37"E A DISTANCE OF 67.53';
THENCE S29°55'08"W A DISTANCE OF
87.38'; THENCE N60°57'50"W A DISTANCE OF
67.51'; THENCE N29°55'08"E A
DISTANCE OF 86.38' BACK TO THE POINT
OF BEGINNING.

SAID PARCEL CONTAINS 0.135 ACRES OF
GROUND MORE OR LESS.

LEGAL DESCRIPTION LOT 2-A:

COMMENCING FROM THE INTERSECTION OF
THE EASTERN RIGHT OF WAY LINE OF
LAFITTE STREET AND THE SOUTHERN
RIGHT OF WAY LINE OF MONROE STREET,
ALSO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO
S60°04'52"E A DISTANCE OF 67.50';
THENCE S29°55'08"W A DISTANCE OF
42.82'; THENCE N61°49'37"W A DISTANCE
OF 67.53'; THENCE N29°55'08"E A
DISTANCE OF 44.86' BACK TO THE POINT
OF BEGINNING.

SAID PARCEL CONTAINS 0.068 ACRES OF
GROUND MORE OR LESS.

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S61°49'37"E | 67.53' |

APPROVED:

L. J. McHugh
MAYOR OF THE CITY OF MANDEVILLE

G. C. Ayers
CHAIRMAN OF PLANNING COMMISSION

C. C. Ayers
CITY ENGINEER OR PUBLIC WORKS DIRECTOR

C. C. Ayers
PLANNING DIRECTOR

Dawn K. Mendow
CLERK OF COURT
Dawn K. Mendow, Deputy Clerk

08-02-2024

FILE NO.

Resubdivision of
A PARCEL OF GROUND SITUATED IN
SQUARE 18 * TOWN OF MANDEVILLE * CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
INTO
LOTS 1-A & 2-A

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

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

RANDALL W. BROWN

REG. NO. 04586
REGISTERED
PROFESSIONAL

Randall W. Brown
& Associates, Inc.

Professional Land Surveyors

228 W. Causeway Approach, Mandeville, LA 70448
(985) 624-5368 FAX (985) 624-5309
info@brownsurveys.com

Randall W. Brown, P.L.S.
Professional Land Surveyor
LA Registration No. 04586

Date: FEBRUARY 20, 2024
Survey No. 24283
Project No. (CR5) A24042.TXT

Scale: 1" = 30' ±
Drawn By: J.E.D.
Revised:

City of Mandeville Planning & Zoning Commission

December 9, 2025



MANDEVILLE
Planning & Zoning
Commission

CU25-11-07

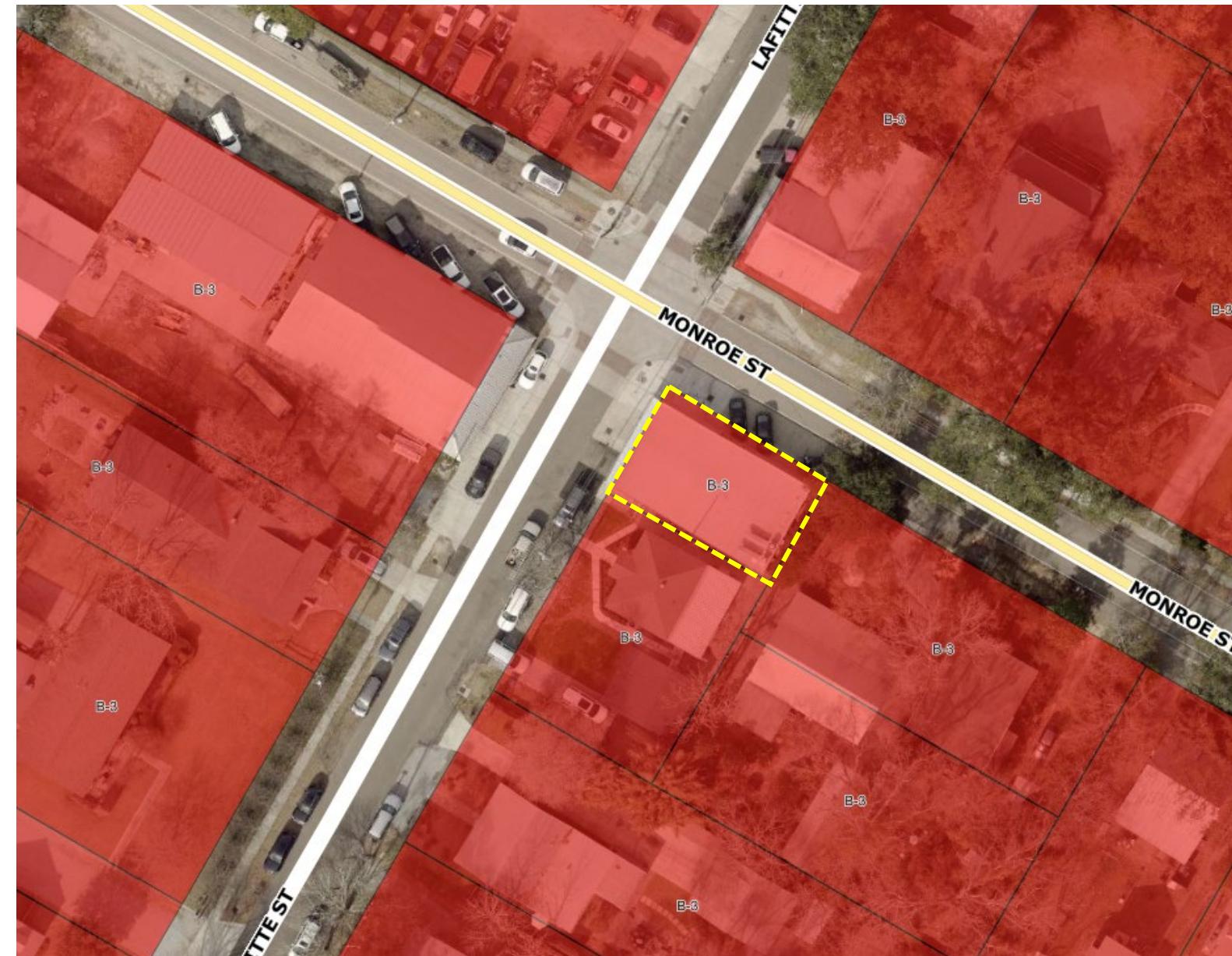
Applicant requests Conditional Use Approval for Outdoor Dining pursuant to CLURO Section 8.2.3.1, Old Town of Mandeville, Square 18 Lot 2-A, B-3 - Old Mandeville Business District, 449 Lafitte



CU25-11-07

The applicant owns the property at 449 Lafitte St., located on the corner of Monroe St. and Lafitte St. The property measures 44' x 67' and contains 2,959 sqft per a survey prepared by Randall Brown & Associates and dated 2.20.2024.

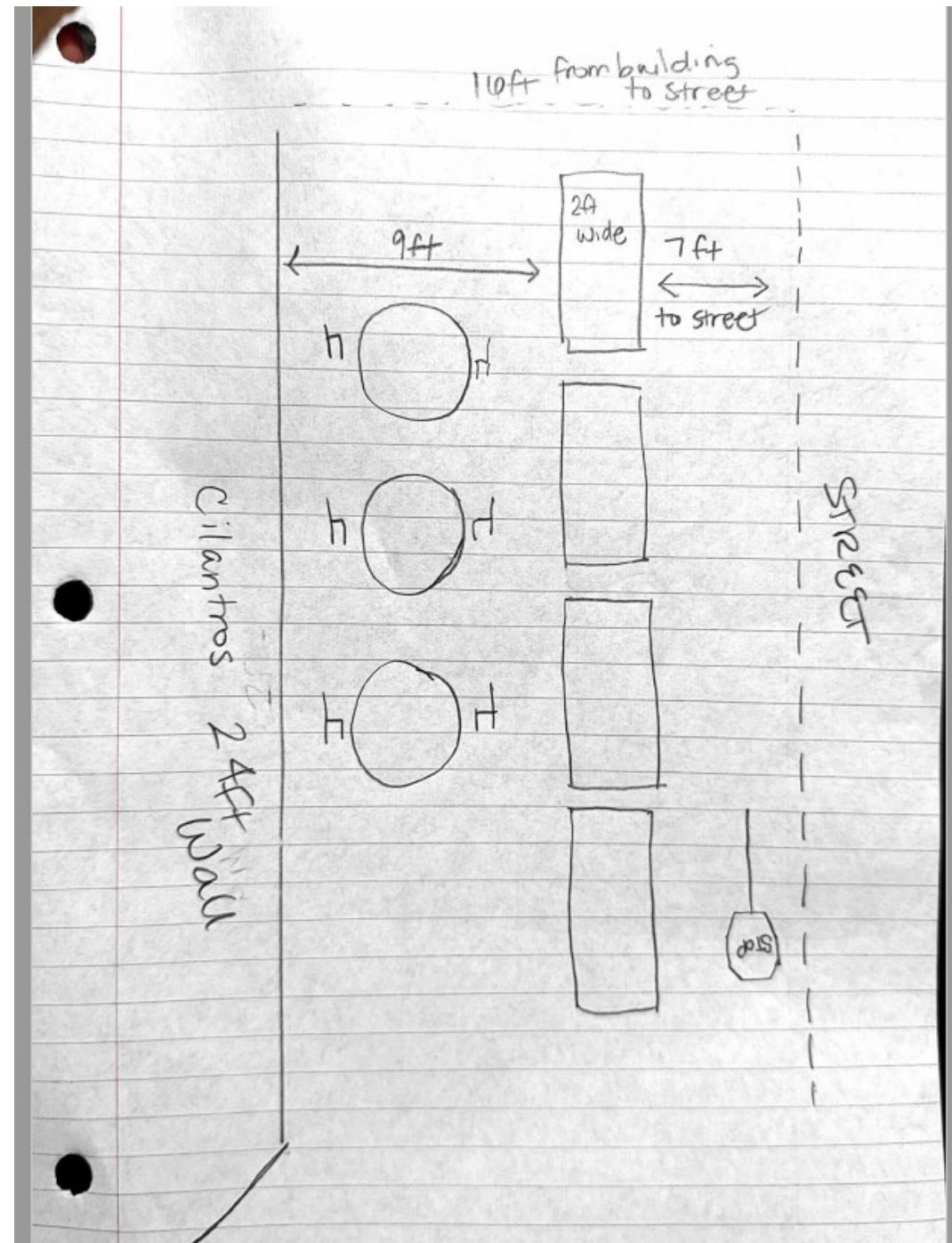
The property is improved with a commercial business, Cilantros.



CU25-11-07

The applicant is requesting to have outdoor dining located within the Lafitte Street right-of-way.

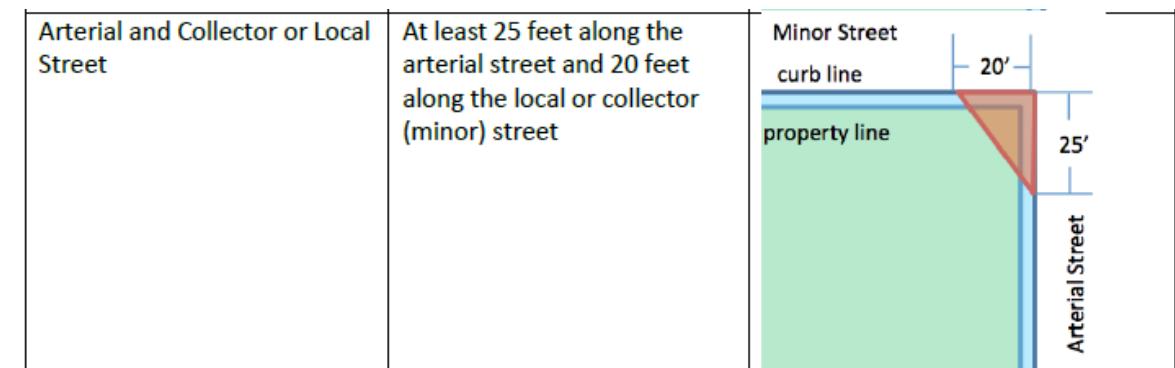
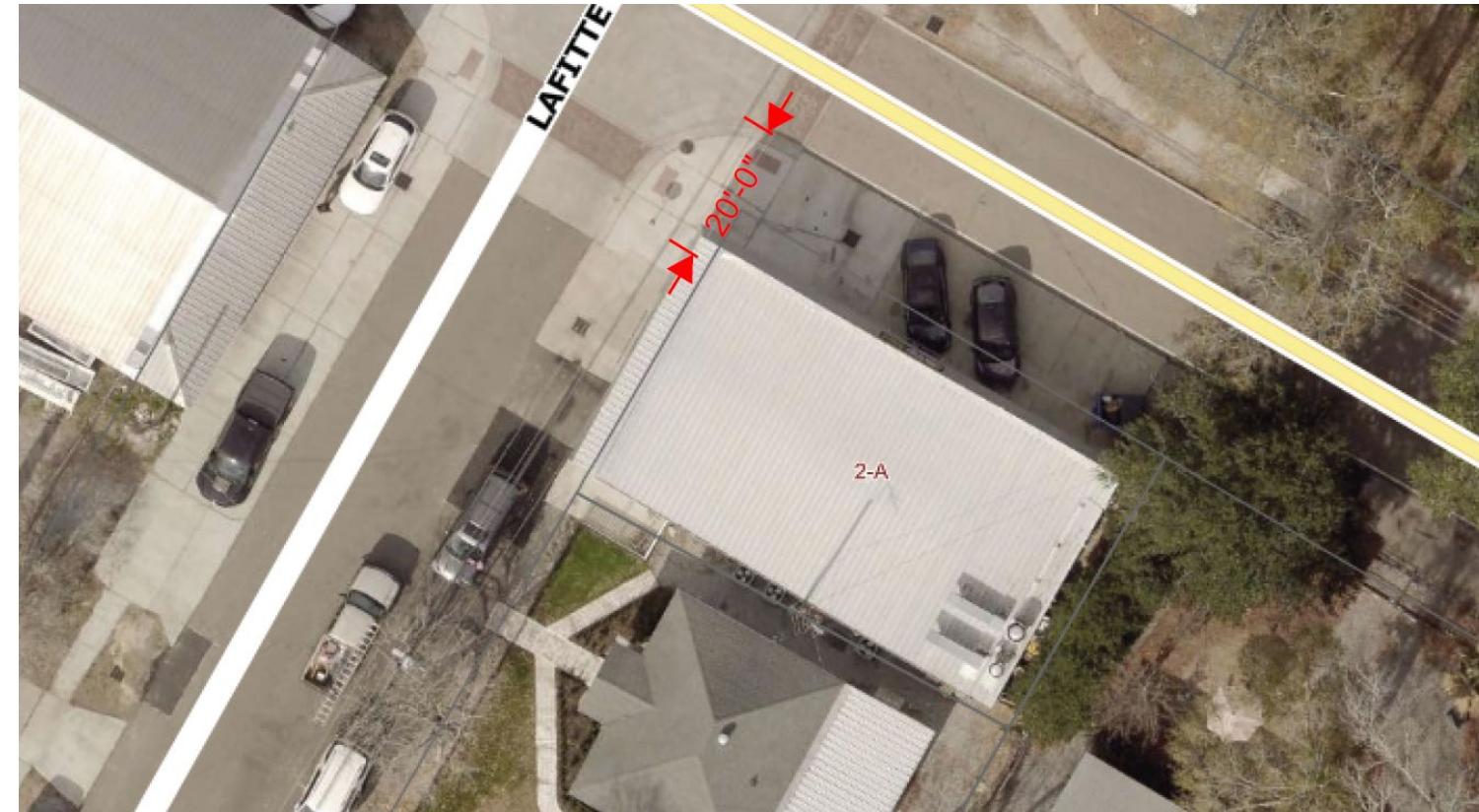
A drawing was submitted by the applicant showing there is 16' from the building to the edge of the street. The plan shows three tables with two chairs at each table, along with four planters to serve as a barrier between the tables and the street. There is 7' space between the planters and the street.



CU25-11-07

Regulations state that the outdoor dining shall not be located within the sight triangle for the intersection of Lafitte and Monroe.

This intersection is between an arterial street and a collector or local street. Monroe St. is designated as an arterial street while Lafitte St. is designated as a local street. As such, there cannot be any seating located along Lafitte St. within 20' from the edge of Monroe St.



CU25-11-07

In order to conduct outdoor dining the applicant will have to enter into a cooperative endeavor agreement with the City. This agreement will have to recognize the true value of the right-of-way and adequately address indemnification of the City and the City's minimum insurance requirements.



CU25-11-07

Public Works has reviewed the request and stated that *“The outdoor dining would have to allow 5’ minimum of clearance between the proposed tables and the planters for pedestrian access. In addition to the 5’ clearance, there may be site line issues concerning the planter boxes when approaching the intersection. We do not have true dimensions of the tables or site line alignment to scale from the submitted drawing. The measurements from the street to the wall of the building indicate 16’, but when dimensions are added it equals a sum of 18’. We do not recommend the proposed layout as submitted. The applicant should modify the layout and submit for further review.”*

From: [Clifton Siverd](#)
To: [Alex Weiner](#)
Cc: [Tina Myers](#)
Subject: RE: 449 Lafitte
Date: Friday, November 14, 2025 9:13:33 AM
Attachments: [image002.png](#)
[image003.png](#)

Alex,

The outdoor dining would have to allow 5’ minimum of clearance between the proposed tables and the planters for pedestrian access. In addition to the 5’ clearance, there maybe site line issues concerning the planter boxes as approaching the intersection. We do not have true dimensions of the tables or site line alignment to scale from the submitted drawing. The measurements from the street to the wall of the building indicate 16’, but when dimensions are added it equals a sum of 18’. We do not recommend the proposed layout as submitted. The applicant should modify the layout and submit for further review.

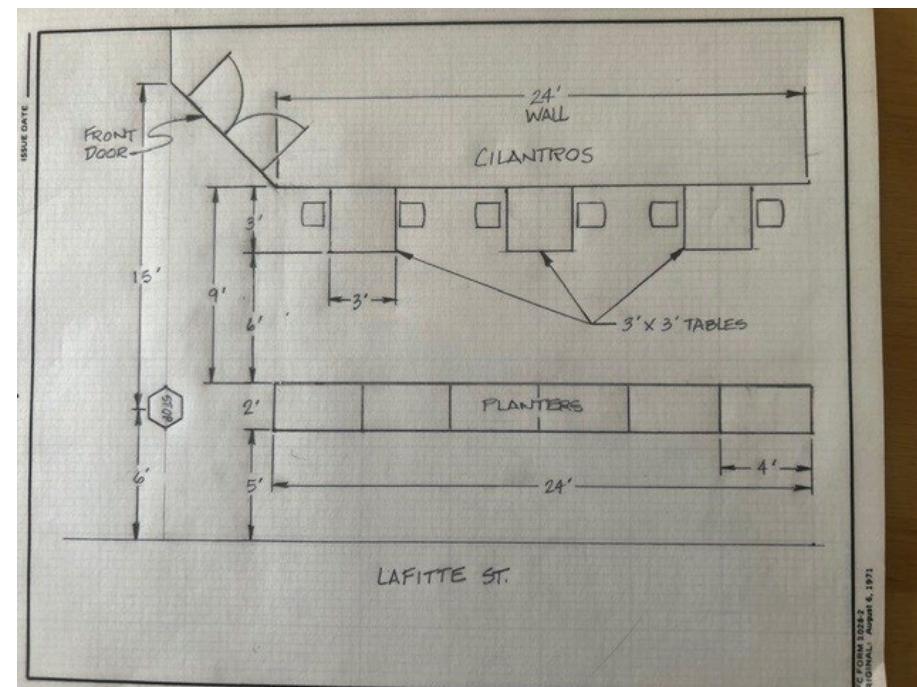
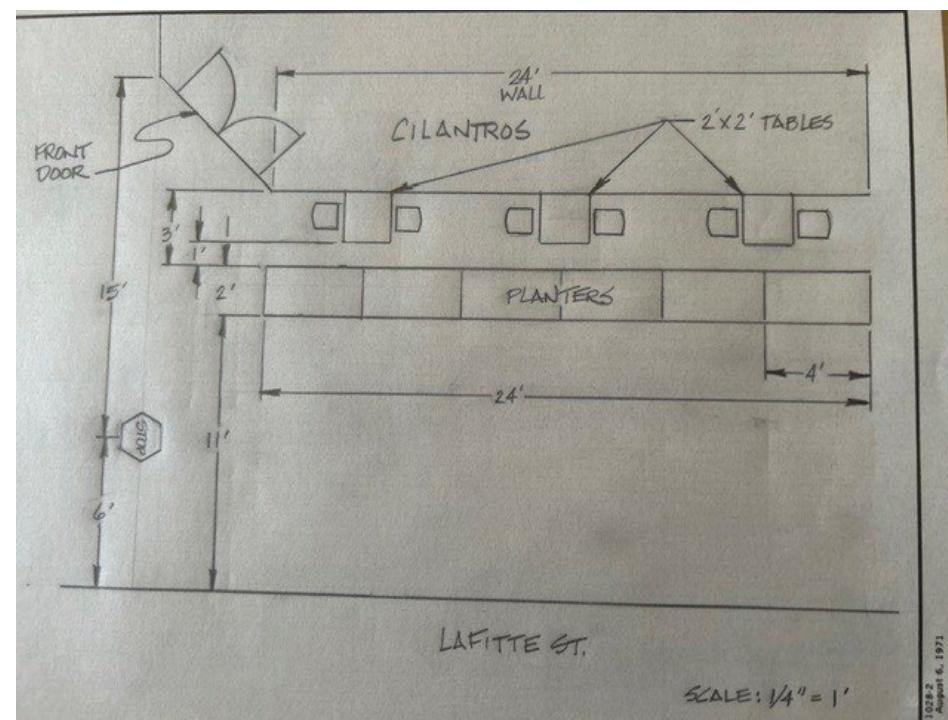


CU25-11-07

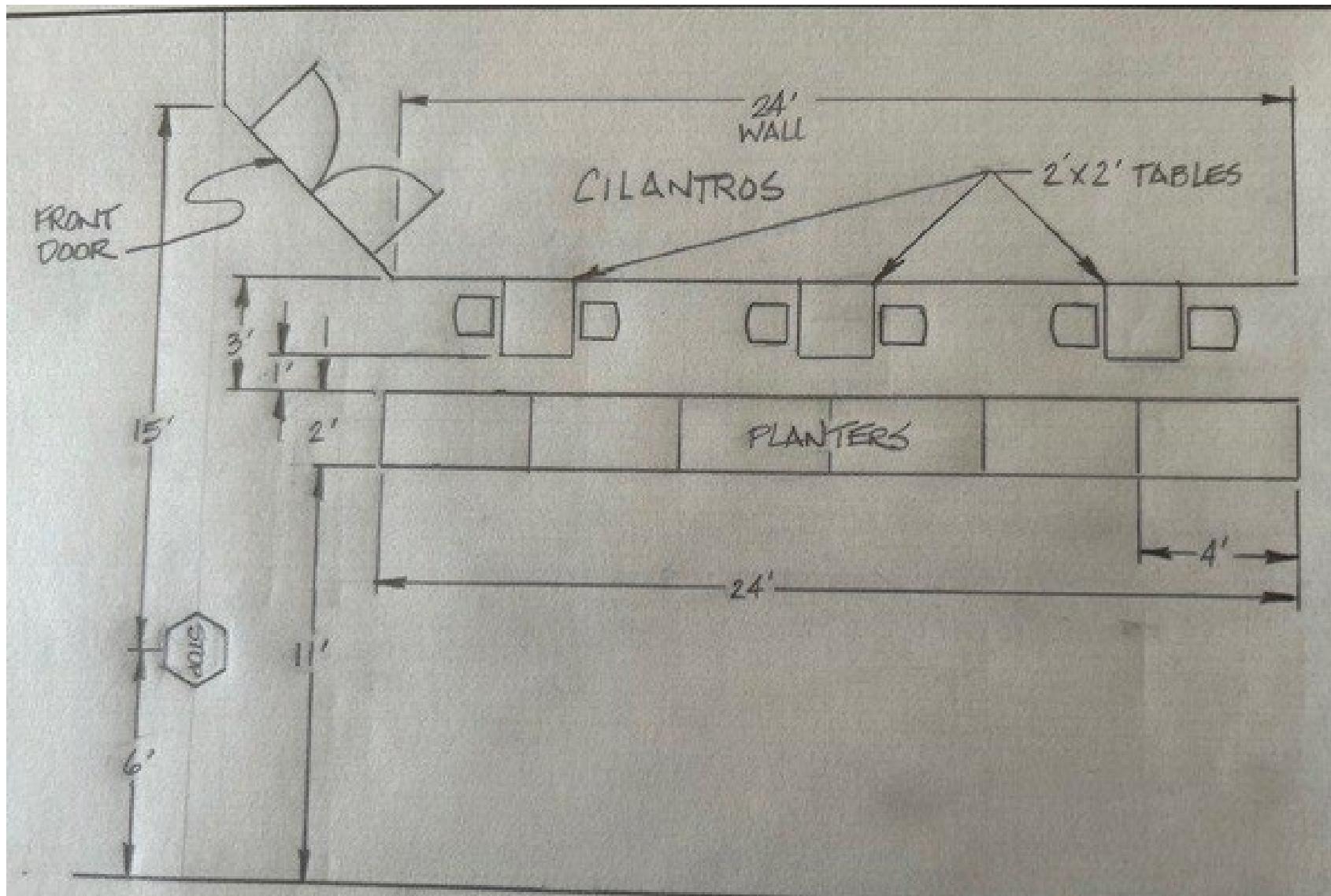
Since the last meeting, the applicant has submitted two revised layouts.

The first layout is arranged so that there are three 2'x2' tables along the building, with a 1' gap between them and then a row of six 2'x4' planters and 11' to the edge of the street.

The second layout is arranged so that there are three 3'x3' tables along the building, with a 6' gap between the tables and planter row, and then 5' to the edge of the street.



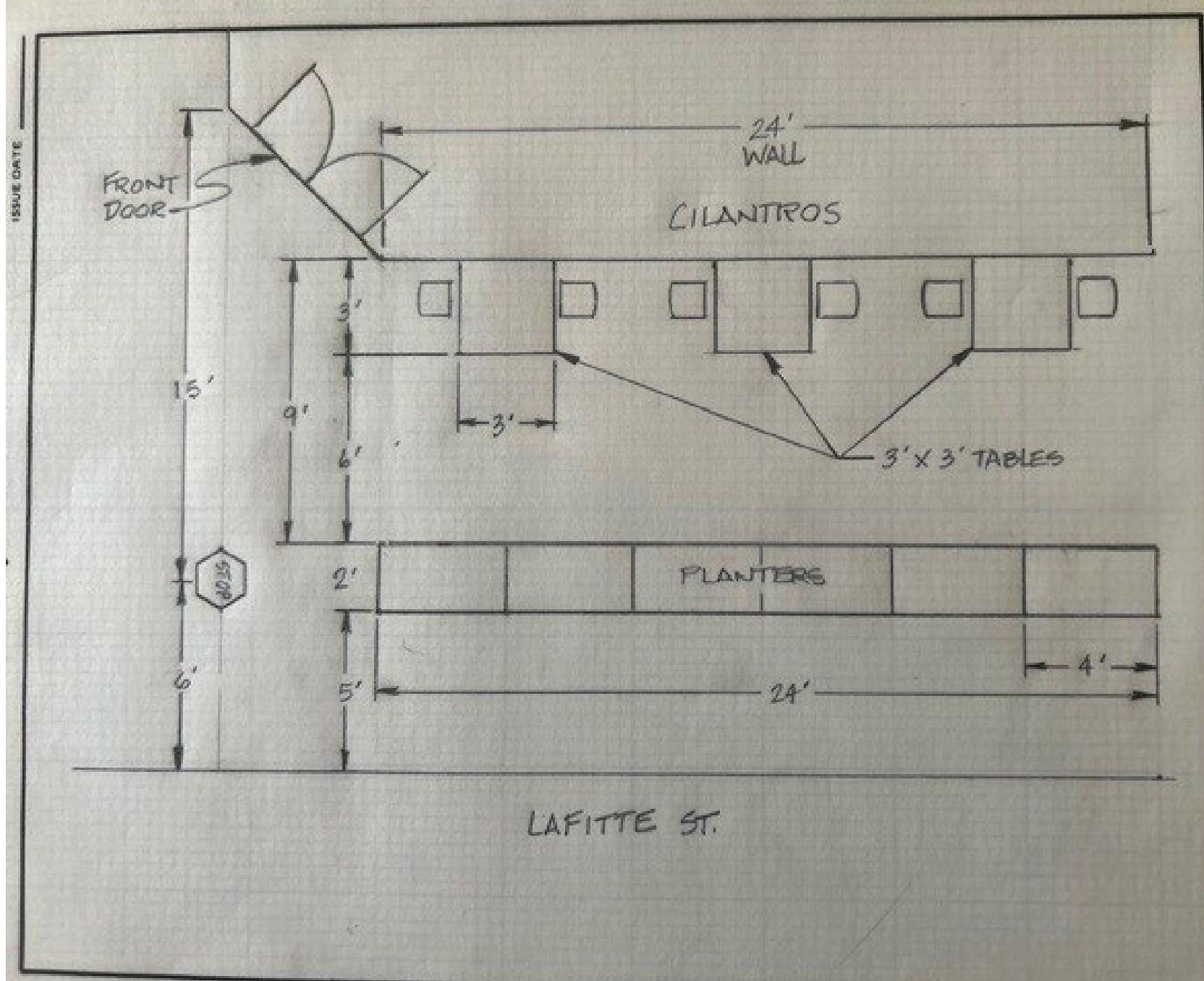
Revised Layout 1



MANDEVILLE
Planning & Zoning
Commission

SCALE: $1/4'' = 1'$

Revised Layout 2



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Planning & Zoning
Commission

CU25-11-07

Public Works reviewed the revised submittals and had the following comments: *"Revised layout 1 is not a preferred option for outdoor seating. The Planters force pedestrian traffic closer to the street and intersection. Revised layout 2 would be acceptable with the following exceptions"*

- Allow up to 30" depth tables as shown in Revision 1
- Planters set at 7' offset from edge of Lafitte St. (2' Wide Planters)
- The 5' Access Path remains.
- Plantings in the two boxes closest to Monroe St. be a ground cover or "ground-hugging" type for better sight when approaching the intersection.
- If future sidewalk improvements are implemented to the south on Lafitte either by the neighboring property or the City. The City has the option to rescind any standing approval for outdoor seating.
- A Hold Harmless is executed for the planters and more importantly the intended use of serving and dining activates located within the ROW (Ordinance 22-25 (d))

(d) Notwithstanding any of the provisions of this section, the department of public works may permit the placement of curbside mailboxes, decorative piping, plants, shrubs, or other similar structures which do not meet the requirements of this section, by hardship variance in the event bringing new or existing curbside mailboxes, decorative piping, plants, shrubs, or other similar structures is not possible, provided that the person placing or causing placement of any such obstruction executes a "hold-harmless" agreement with the City, which agreement shall be in a form prescribed by the City Attorney and which shall include at a minimum an assumption by the person placing or causing the placing of the obstruction of all risks and damages which may result from said placement, including the payment of the City's attorney's fees should it be made party to any litigation or claim as a result of such obstruction; and an agreement by the person placing or causing the placement of the obstruction to allow the City to remove the obstruction at any time and for any reason without notice to said person.
Permits granted under the provision of this section shall not be transferable. Any person owning property adjacent to a City right-of-way having thereon an obstruction which does not meet the requirements of section (b) herein shall obtain a permit for said obstruction under this subsection or shall remove said obstruction. The department of public works shall not be required to issue a permit for an otherwise illegal obstruction on a City right-of-way to the owner of the adjacent property, even if the department had issued such a permit to the previous property owner. The provisions of this section (d) do not apply to non-living, durable landscaping materials, or to structures linked together in any manner, which are not included in the exceptions listed in subsections (b)(1) through (5) above.





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Monroe Street Side



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Request

The applicant is requesting permission to allow outdoor dining in the Lafitte Street right-of-way.

