

ORD 26-37

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

ORDINANCE NO. 26-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF DOTD LAKEWOOD HEIGHTS PROPERTY IN MANDEVILLE, LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Louisiana Legislature authorized the secretary of the Department of Transportation and Development to transfer the property of Lot 67 Lakewood Heights CB 1478 246 CB 1511 804 IN, Tax District 14, Subdivision Phase 1, Mandeville Louisiana, excluding mineral rights, to the City of Mandeville per Legislative Act No, 27 signed by the Governor on April 30, 2026 (Act No. 27 attached hereto as “Exhibit A”);

WHEREAS, an appraisal by Scott P. Brandy, Louisiana Certified General Real Estate Appraiser #G4168. estimated the fair market value of the immovable property, otherwise known as Lot 67 of Lakewood Heights to be \$116,744.00. (See Appraisal attached hereto as “Exhibit B”);

WHEREAS, the City of Mandeville is desirous of obtaining municipal ownership of said property as described above for the purpose of taking it out of commerce, creating recreational and green space, using for drainage and absorption purposes, and other purposes deemed appropriate by the City’

WHEREAS, the Legislature, the owner of that certain real property, is desirous of selling said property to the City of Mandeville for a price of \$116,744.00; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Mayor of the City of Mandeville be authorized and empowered to execute all necessary documents on behalf of the City of Mandeville with DOTD in order to purchase the following described real estate for an amount up to but not to exceed \$116,744 plus reasonable closing costs associated with said transaction, and said conveyance from Seller shall be free and clear of all mortgages, judgments, liens, or other encumbrances:

PARCLE NO. ADV. #2 (Lot 67)

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, located in Lakewood Heights

Subdivision, and designated as Lot No. 67, and according to survey by Dading, Marques & Associates, Inc. dated September 10, 1991, a copy of which is annexed to an Act passed before Lilia H. Beau, Notary Public, dated September 19, 1991, said Lot 67 measures 110.46 feet front on Laura Drive North, by a width in the rear of 104.20 feet, by a depth on the sideline adjoining Lot 66 of 137.00 feet (plan) and 137.42 feet (actual), and by a depth on the opposite sideline of 137.16 feet. Being a portion of Vendor's property acquired by an Act of cash Sale recorded in Instrument #1152106, on June 11, 1999 in the conveyance records of St. Tammany Parish, State of Louisiana.

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 interim 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.

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 September, 2026.

Alex Weiner
Interim Clerk of Council

Scott Discon
Council Chairman

2026 Regular Session

ACT No. 27

HOUSE BILL NO. 110

BY REPRESENTATIVE CARVER

1 AN ACT

2 To authorize and provide for the transfer of certain state property; to authorize the transfer
3 of certain state property in St. Tammany Parish; to provide for the property
4 description; to provide for the reservation of mineral rights; to provide terms and
5 conditions; to provide an effective date; and to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. The secretary of the Department of Transportation and Development,
8 notwithstanding any other provision of law to the contrary, is hereby authorized and
9 empowered to convey, transfer, assign, lease or deliver any interest, excluding mineral
10 rights, the state may have to all or any portion of the following described parcel of property
11 to the city of Mandeville:

12 Lot 67 Lakewood Heights CB 1478 246 CB 1511 804 IN, Tax District 14,
13 Subdivision Phase 1.

14 Section 2. The secretary of the Department of Transportation and Development is
15 hereby authorized to enter into such agreements, covenants, conditions, and stipulations and
16 to execute such documents as necessary to properly effectuate any conveyance, transfer,
17 assignment, lease or delivery of title, excluding mineral rights, to the property described in
18 Section 1 of this Act, and as more specifically described in any such agreements entered into
19 and documents executed by and between the secretary of the Department of Transportation
20 and Development and the city of Mandeville, in exchange for consideration proportionate
21 to the appraised value of the property.

22 Section 3. This Act shall become effective upon signature by the governor or, if not
23 signed by the governor, upon expiration of the time for bills to become law without signature

1 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
2 vetoed by the governor and subsequently approved by the legislature, this Act shall become
3 effective on the day following such approval.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

STATE PROJECT NO. 013-12-0044
JUNCTION LA 22 – SOUTHEAST LA HOSPITAL
ROUTE LA – US 190
PARCEL ADV-2 (LOT 67)
ST. TAMMANY PARISH
FILE NO. RW 52-0117

ACT OF SALE OF EXCESS PROPERTY
WITHOUT WARRANTY

BEFORE ME/US, the undersigned Notary(s) Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA (“Department”), Vendor, whose permanent mailing address is Post Office Box 94245, Baton Rouge, Louisiana, 70804, herein represented by **GLENN P. LEDET, JR., SECRETARY**, who declares that the Department does hereby sell, convey, transfer, set over and deliver, **WITHOUT WARRANTY**, even to the return of the purchase price, but with full subrogation to any warranty which Department may have from or through any preceding owner(s) or vendor(s); and

CITY OF MANDEVILLE, Purchaser, (EIN: XXX-XX-0876), a political subdivision of St. Tammany Parish, Louisiana and whose permanent mailing address is 3101 East Causeway Approach, Mandeville, Louisiana 70448, herein represented by **CLAY MADDEN, MAYOR**, authorized by a resolution attached hereto and made a part hereof, who purchases the described property and who accepts delivery and possession of it, for himself and his heirs and assigns forever.

THE FOLLOWING PROPERTY, to wit:

D E S C R I P T I O N

One (1) certain tract or parcel of land, and all of the improvements situated wholly or partially thereon, and all of the rights, ways, servitudes, privileges and advantages hereunto belonging or in anywise appertaining, situated in **Section 47, Township 8 South, Range 11 East, Greensburg Land District, in St. Tammany Parish**, State of Louisiana, and being more particularly described as follows:

Parcel ADV-2 (Lot 67):

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, located in Lakewood Heights Subdivision, and designated as Lot No. 67, and according to survey by Dading, Marques & Associates, Inc. dated September 10, 1991, a copy of which is annexed to an Act passed before Lilia M. Beau, Notary Public, dated September 19, 1991, said Lot 67 measures 110.46 feet front on Laura Drive North, by a width in the rear of 104.20 feet, by a depth on the sideline adjoining Lot 66 of 137.00 feet (plan) and 137.42 feet (actual), and by a depth on the opposite sideline of 137.16 feet.

This sale is made in consideration of the price and sum of ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED FORTY FOUR AND NO/100 (\$116,744.00) DOLLARS,

cash, which amount represents the present appraised market value of the property, which the Purchaser has paid to the Vendor in lawful current money of the United States of America, Vendor acknowledging receipt thereof.

The above described property is, and has been properly declared to be, surplus property, and is not needed by the Vendor, who sells the property in accordance with the provisions of La. R.S. 48:221, as amended.

Pursuant to Article 9, Section 4 of the 1974 Constitution of Louisiana, no mineral rights are conveyed by this instrument.

There is expressly and particularly excluded from this conveyance any and all right, title and interest the Vendor, or Vendor's ancestors-in-title, have or may have had in, to, across, over, under, and/or upon any highway, road, street, alley, railroad, or other right of way upon which the conveyed property fronts and/or by which it is bounded.

Purchaser expressly acknowledges that certain easements, including but not limited to utility easements, may exist in, on, under, and/or across the purchased property, and Purchaser hereby freely and knowingly agrees that this sale and conveyance is made subject to any all such existing easements, whether any such easement is apparent or non-apparent.

Vendor, a public body, enjoys tax exempt status, and the property conveyed herein has not been subject to ad valorem taxation since Vendor's ownership began, resulting in no ad valorem taxes due and owing during Vendor's ownership. Purchaser expressly acknowledges that this tax exempt status ends upon conveyance to Purchaser, and Purchaser may thereafter be subject to pay ad valorem taxes from the date of purchase.

IN TESTIMONY WHEREOF the parties hereto have severally signed, executed and acknowledged, in triplicate originals, this instrument as their free and voluntary acts, in the presence of the undersigned Notary(s) Public, and the undersigned competent Witnesses.

WITNESSES:

Signature of Witness

**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT OF THE STATE
OF LOUISIANA (VENDOR)**

BY: _____

Printed Name of Witness

GLENN P. LEDET, JR.
SECRETARY

Signature of Witness

Printed Name of Witness

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, in the presence of the
above signed witnesses, on this _____ day of _____, 2026.

NOTARY PUBLIC
Printed Name: _____
Bar Roll/Notary Number: _____
My Commission Expires: _____

WITNESSES:

CITY OF MANDEVILLE
(PURCHASER)

Signature of Witness

BY: _____
CLAY MADDEN
MAYOR

Printed Name of Witness

Duly Authorized
(As evidenced by the attached Resolution)

Signature of Witness

Printed Name of Witness

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, in the presence of the
above signed witnesses, on this _____ day of _____, 2026.

NOTARY PUBLIC
Printed Name:_____
Bar Roll/Notary Number:_____
My Commission Expires:_____

2026 REGULAR SESSION

HB110 by Representative Kim Carver

PUBLIC LANDS/STATE: *Authorizes the transfer of certain state property in St. Tammany Parish*

Current Status (as of 9/16/2026 1:29 pm): **Signed by the Governor - Act 27**

Journal			
<u>Date</u>	<u>Chamber</u>	<u>Page</u>	<u>Action</u>
04/30	H		Effective date: 04/30/2026.
04/30	H		Signed by the Governor. Becomes Act No. 27.
04/28	H		Sent to the Governor for executive approval.
04/27	S	52	Signed by the President of the Senate.
04/27	H	2	Enrolled and signed by the Speaker of the House.
04/23	H	3	Received from the Senate without amendments.
04/22	S	26	Read by title, passed by a vote of 36 yeas and 0 nays, and ordered returned to the House. Motion to reconsider tabled.
04/14	S	1	Reported without Legislative Bureau amendments. Read by title and passed to third reading and final passage.
04/13	S	21	Read by title and referred to the Legislative Bureau.
04/08	S	13	Reported favorably.
03/25	S	4	Read second time by title and referred to the Committee on Natural Resources.
03/24	S	24	Received in the Senate. Rules suspended. Read first time by title and placed on the Calendar for a second reading.
03/24	H	43	Read third time by title, roll called on final passage, yeas 99, nays 0. Finally passed, title adopted, ordered to the Senate.
03/23	H		Scheduled for floor debate on 03/24/2026.
03/23	H	15	Read by title, ordered engrossed, passed to 3rd reading.
03/18	H	8	Reported favorably (11-0).
03/09	H	21	Read by title, under the rules, referred to the Committee on Natural Resources and Environment.
02/13	H		First appeared in the Interim Calendar on 2/13/2026.
02/10	H		Under the rules, provisionally referred to the Committee on Natural Resources and Environment.
02/10	H		Prefiled.

Authors:

Kim Carver

Available Documents:

Text

HB110 Act	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1473840
HB110 Enrolled	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1465410
HB110 Engrossed	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1451002
HB110 Original	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1437697

Digests

Resume Digest for HB110	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1484715
Digest of HB110 Engrossed	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1451402
Digest of HB110 Original	https://www.legis.la.gov/legis/ViewDocument.aspx?d=1437703

Votes

Senate Vote on HB 110, FINAL PASSAGE (#432)	https://www.legis.la.gov/legis/ViewDocument.aspx? d=1465204
Committee Vote S-NATR 4/8/2026	https://www.legis.la.gov/legis/ViewDocument.aspx? d=980918
House Vote on HB 110, FINAL PASSAGE (#74)	https://www.legis.la.gov/legis/ViewDocument.aspx? d=1453483
Committee Vote H-NATR 3/18/2026	https://www.legis.la.gov/legis/ViewDocument.aspx? d=972433

PM FILE NUMBER: PM 52-117
STATE PROJECT: 013-12-0044
PROJECT DESCRIPTION: LA 22 – SE LA STATE HOSPITAL
ROUTE: US 190
PARISH: ST. TAMMANY
PARCEL: ADV-2

FORM B – EXCESS RIGHT OF WAY - LAND ONLY

APPRAISAL
OF
CAPTIONED PROPERTY
FOR
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
BATON ROUGE, LOUISIANA



DATE OF VALUE: 7/25/2025

PREPARED BY: SCOTT P. BRADY
LOUISIANA CERTIFIED GENERAL REAL ESTATE APPRAISER #G4168

TABLE OF CONTENTS

TABLE OF CONTENTS	2
LETTER OF TRANSMITTAL.....	3
SUMMARY OF SALIENT FACTS & CONCLUSIONS.....	4
SCOPE OF WORK.....	5
BASIS FOR SUMMARY OF VALUE	7
TITLE DATA.....	8
DISCUSSION OF THE APPRAISAL PROBLEM	9
PHOTOS OF SUBJECT PROPERTY	11
CITY, AREA, AND NEIGHBORHOOD DATA	14
SITE DATA.....	17
HIGHEST AND BEST USE ANALYSIS.....	18
APPROACHES TO VALUE.....	19
LAND VALUATION PROCEDURES	20
COMPARABLE SALES ANALYSIS	21
LAND SALES ADJUSTMENT GRID	22
EXPLANATION OF LAND SALE ADJUSTMENTS	23
CORRELATION AND INDICATION OF LAND VALUE	24
VALUATION OF WHOLE PROPERTY	24
CERTIFICATE OF APPRAISER	25
ADDENDA.....	26
EXHIBIT A - ASSUMPTIONS AND LIMITING CONDITIONS.....	27
EXHIBIT B - PROPERTY INSPECTION REPORT	29
EXHIBIT C - SUBJECT PLAT	30
EXHIBIT D - AERIAL MAPS	31
EXHIBIT E - FLOOD MAP	32
EXHIBIT F – MARKET DATA MAP.....	33
EXHIBIT G - DETAILED COMPARABLE SHEETS.....	34

Date: August 1, 2025

Mr. Charles McBride
Right of Way Administrator – Department of Transportation and Development
P.O. Box 94245
Baton Rouge, LA 70804–9245

LETTER OF TRANSMITTAL

Re: PM FILE NUMBER: PM 52-117
STATE PROJECT: 013-12-0044
PROJECT DESCRIPTION: LA 22 – SE LA STATE HOSPITAL
ROUTE: US 190
PARISH: ST. TAMMANY
PARCEL: ADV-2

Dear Mr. McBride:

As requested, the undersigned appraiser visited and carefully inspected the property identified by the above noted file number, and has thoroughly investigated and analyzed matters pertinent to developing an opinion of the market value for the real property noted herein. As requested, I have appraised the property and my findings are presented in the attached appraisal report.

The purpose of this appraisal is to formulate an opinion of market value for the real property described by Property Management File Number PM 52-117. The intended use of this report is to provide a present appraised market value as required by LA RS 48:221. The intended user of this report is the client, the Louisiana Department of Transportation and Development. The identified intended user is the only authorized intended user of this report.

This appraisal report follows the guidelines of the Louisiana Department of Transportation and Development and conforms to the requirements of the Uniform Standards of Professional Appraisal Practice, 2025 Edition.

The scope of work of this appraisal is based upon information gathered by the appraiser. The information is summarized herein, and the value conclusions are based on professionally accepted appraisal methods and procedures. The term "Market Value", which is the basis appraisal assignment, is defined in the scope of work. The reader is advised that additional information is contained within the Comparable Sales Binder and/or the appraiser's files regarding right of way maps, construction plans, title data, real estate market area analysis, appraiser's qualifications, etc. Any extraordinary assumptions and/or hypothetical conditions employed in this appraisal assignment are discussed under the scope of work.

Based upon the appraiser's investigations, analyses, and value conclusions, the market value of the identified property as of 7/25/2025 is \$116,744.00.

Respectfully submitted,



SCOTT P. BRADY
LOUISIANA CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE #G4168

SUMMARY OF SALIENT FACTS & CONCLUSIONS

Ownership: Department of Transportation and Development

Owner's Address: 1201 Capitol Access Road, Baton Rouge, LA 70802

Location of Property: US 190 and Laura Drive N., Mandeville, LA

Property Rights Appraised:

- X Full Ownership, Less Mineral Rights & Subject to Road Right of Way
- Temporary Construction Servitude
- Permanent Drainage Servitude
- Aviation Easement
- Air Rights
- Other

Date of Value Opinion: July 25, 2025

Date of Appraisal Report: August 1, 2025

Market Value of Property: \$116,744.00

Comments: Vacant site acquired by DOTD for right of way purposes. The site abuts US 190 to the east and is surrounded by residential subdivisions, with a brick wall in need of repair is separating the US 190 from the parcel.

SCOPE OF WORK

The scope of work included consulting with the DOTD review appraiser with respect to the scope of services requested, the intended use of the appraisal and the intended user of the appraisal report; review of the DOTD requirements for appraisal services relative to the type of appraisal format requested; review of DOTD provided plat and acquisition file for this parcel. A copy of the title report was furnished by the DOTD Real Estate Section and is relied upon by the appraiser unless otherwise noted in the appraisal report.

Next, the property area was inspected by the appraiser to obtain information about the subject property, uses of properties in the subject area and development trends, and to determine the availability of utilities and public services. The property was inspected to obtain detailed information concerning the site and improvements (if applicable) and an analysis was conducted to arrive at a solution to the appraisal problem.

Other data considered in the development of this appraisal included information such as, but not limited to, demographic data, map data, flood zone data; zoning ordinance data (if applicable); review of applicable definitions; and researching, verifying and analyzing real estate market data. Additionally, improvement cost data (if applicable) is obtained from sources such as *Marshall Valuation Service*, construction cost consultants, area suppliers, general contractors, etc., as referenced herein. The information utilized in developing the appraisal is considered an integral part of the appraiser's work file.

After making a site inspection to gather all factual data relative to the subject property, market research was conducted to develop an opinion of the highest and best use. Professionally recognized appraisal methods and techniques with consideration of the Sales Comparison, Cost and Income Capitalization Approaches have been used in the development of this appraisal. The basis of the appraisal problem and the availability of comparable real estate market data will determine applicability of the recognized approach(s) to valuation. The property to be appraised entails only land; subsequently, the Cost and Income Capitalization Approaches were not used in this appraisal assignment. The Sales Comparison Approach requires researching the market for sales data deemed to be comparable to the subject property and making adjustments for the differences between the subject and comparable sale to derive an indicated unit value.

The term "Market Value" as used herein is defined as: "The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The market value of the subject property can be developed by application of one or more of the three recognized approaches to value. Application of each approach is dependent upon the type of property under appraisal and the amount of comparable data available in the market for direct comparison. **The terms "Market Value" and "Fair Market Value" are used interchangeably in this report.**

This real property appraisal analysis is not limited except as stated in the Assumptions and Limiting Conditions, and this report includes reasonably adequate support for the final value conclusion. Except where noted, this real property appraisal analysis is presented in an Appraisal Report format and is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and the intended use stated within the report. **I am not responsible for unauthorized use of this report.**

This report contains photographs of the subject property to provide the reader with a visual reference. The Addendum section contains various exhibits.

The appraiser's inspection of this property did not reveal the presence of any adverse environmental conditions. In the event a determination of this property's environmental condition is required, specialized services should be obtained, as I do not possess the knowledge to make such a determination. Therefore, this appraisal is based upon the extraordinary assumption that no adverse environmental conditions exist, and this property is in total compliance with all environmental regulatory requirements. This appraisal is based on the hypothetical condition that the proposed project will be completed according to the plans and specifications provided to the appraiser.

No Hypothetical conditions exist within the appraisal analysis.

The appraiser has not previously appraised the subject property and is a salaried employee of the DOTD.

BASIS FOR SUMMARY OF VALUE

LAND:

Parcel	Area	Interest Appraised
ADV-2	0.335 AC/14,592.90 SF	Full Rights, Less Minerals

IMPROVEMENTS:

1. The following items are considered real property and are located within the appraised area:
 - A wooded fence with brick pillars, which was purchased with the property by DOTD, is located along the eastern boundary of the tract along US 190, which is in need of repair and deemed to have no contributor value to the site.
2. The following items are considered movable / personal property located within the appraised area and were not considered for valuation:
 - None Observed
3. The following items are considered real property in the ownership of others and are located within the appraised area:
 - None Observed

Remarks: Tract is located along US 190 and Laura Drive N. in Mandeville, LA. The tract is within R-1 zoning in a residential neighborhood with a wooden fence between US 190 and the subject.

TITLE DATA

Ownership of Record: Louisiana Department of Transportation and Development

Owner's Address: 1201 Capitol Access Road, Baton Rouge, LA 70802

Legal Description:

PARCLE NO. ADV. #2 (Lot 67)

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, located in Lakewood Heights Subdivision, and designated as Lot No. 67, and according to survey by Dading, Marques & Associates, Inc. dated September 10, 1991, a copy of which is annexed to an Act passed before Lilia H. Beau, Notary Public, dated September 19, 1991, said Lot 67 measures 110.46 feet front on Laura Drive North, by a width in the rear of 104.20 feet, by a depth on the sideline adjoining Lot 66 of 137.00 feet (plan) and 137.42 feet (actual), and by a depth on the opposite sideline of 137.16 feet. Being a portion of Vendor's property acquired by an Act of cash Sale recorded in Instrument #1152106, on June 11, 1999 in the conveyance records of St. Tammany Parish, State of Louisiana.

Tax Assessment: DOTD is a tax exempt agency and pays no property taxes on state owned property.

Original Conveyance Information: COB 1511, FOLIO 804, July 8, 1992, St. Tammany Parish

Property Transactions during the Last Five Years: No transactions in the last 5 years

Property Listed for Sale? No

DISCUSSION OF THE APPRAISAL PROBLEM

PURPOSE OF ASSIGNMENT: To determine the market value of the subject property for the purpose of disposing of said DOTD property.

APPRAISAL PURPOSE: The purpose of this appraisal is to conclude the market value of the subject property for disposition purposes. The estimate of market value is based upon the underlying assumptions and limiting conditions. The value sought has not altered the methodology, analyses, or valuation contained in said report.

TYPE OF PROPERTY: Vacant Residential

PROPERTY RIGHTS APPRAISED: The property rights appraised, in estimating fair market value for the subject property, are the fee simple interest or full ownership to all of the future benefits derived from present and possible uses of the subject property described in this report, less minerals. Fee simple interest is described as "an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The said estate is inheritable. The estimate of fair market value is exclusive of all mineral rights. The value of any subsurface minerals is not addressed in this report. The current fair market rental potential for the subject property is also addressed in this assignment

TYPE OF ASSIGNMENT: Per my assignment for appraisal services, the appraisal developed and this report were based upon the Department's **Form B** format according to the DOTD's Right of Way Operations Manual. This form is designed to be used for whole property valuation. This appraisal format required an opinion of the fair market value of the ownership interests indicated herein for real property within the confines of the subject property. Only real estate was considered in the development of the appraisal. This report complies with the *Uniform Standards of Professional Appraisal Practice* (USPAP), the *Uniform Appraisal Standards for Federal Land Acquisitions* (USAFLA or Yellow Book) (where not adverse to state law), and the Uniform Relocation Assistance and Real Property Acquisitions Act of 190 (Uniform Act) and has been prepared in an Appraisal Report format meaning summarized discussions of the data, reasoning, and analysis are presented in this appraisal and the report complies with the requirements set forth in USPAP Standard Rule 2-2(a). Additional information is also retained in the appraiser's files.

CLIENT AND INTENDED USERS: The client for whom this assignment is prepared is the Louisiana Department of Transportation and Development. The intended user of this appraisal is the Louisiana Department of Transportation and Development. The identified intended user is the only authorized intended user of this report. **This appraisal report is for internal use only.**

INTENDED USE OF THE APPRAISAL: The intended use of the appraisal is to establish the fair market value of the subject property for management purposes by the Louisiana Department of Transportation and Development.

EXTRAORDINARY ASSUMPTION: It is assumed for purposes of this appraisal assignment that the subject property is free and clear of any surface/subsurface contamination.

PHOTOS OF SUBJECT PROPERTY



Date Taken: July 25, 2025

Taken by: Scott Brady

View: Facing NE towards subject from Leah Drive



Date Taken: July 25, 2025

Taken by: Scott Brady

View: Facing SE towards fence (need of repair)



Date Taken: July 25, 2025

Taken by: Scott Brady

View: Facing N along US 190 fence in need of repair



Date Taken: July 25, 2025

Taken by: Scott Brady

View: Facing NE intersection of US 190 and Nicholas Ln.



Date Taken: July 25, 2025

View: Facing S along US 190

Taken by: Scott Brady



Date Taken: July 25, 2025

View: Facing W within site of the remaining
concrete slab within property (NCV)

Taken by: Scott Brady

CITY, AREA, AND NEIGHBORHOOD DATA

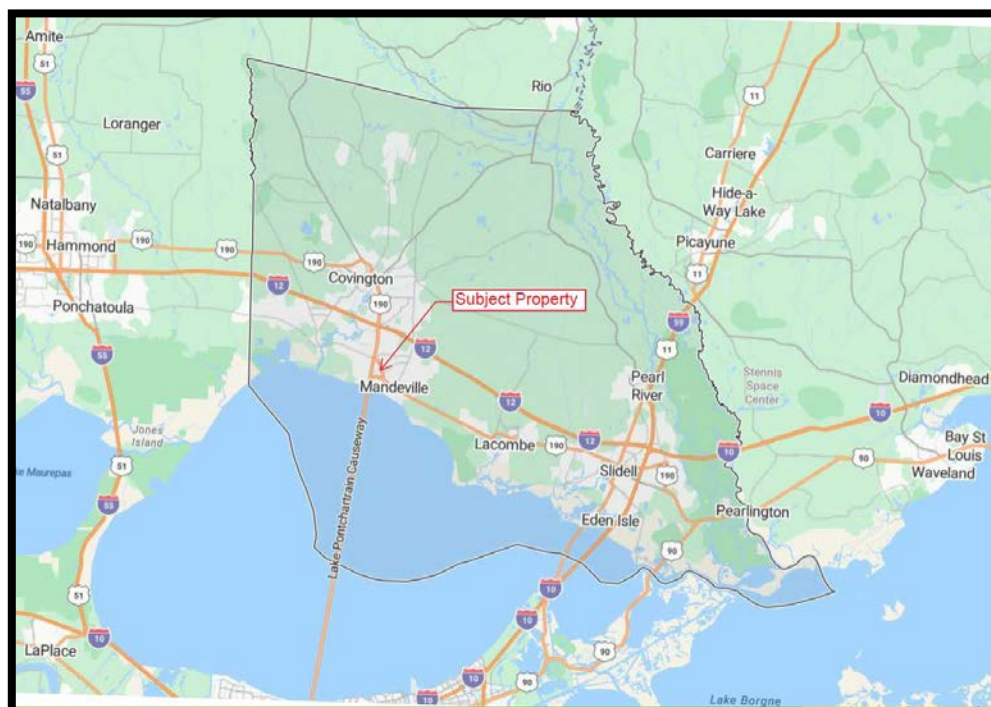
Parish: St. Tammany

St. Tammany Parish in 1810, President James Madison claimed West Florida as part of Louisiana and sent William C. C. Claiborne to claim the territory. Claiborne established the boundaries of the Florida Parishes. He created St. Tammany Parish and named it after the Delaware Indian Chief Tamanend. The subject property resides in southeastern Louisiana west of the Mississippi River. St. Tammany Parish is part of the Greensburg Federal Land District.

The parish has a total area of 1,124 square miles, of which 846 square miles is land and 279 square miles (25%) is water.

In 2023, St. Tammany Parish, LA had a population of 269k people with a median age of 40.4 and a median household income of \$79,277. Between 2022 and 2023 the population of St. Tammany Parish, LA grew from 266,168 to 269,331, a 1.19% increase and its median household income grew from \$76,914 to \$79,277, a 3.07% increase. Median contract rent in 2023 for apartments was \$1,126. In 2023, the median property value in St. Tammany Parish, LA was \$272,200, and the homeownership rate was 78.8%.

From 2022 to 2023, employment in St. Tammany Parish, LA grew at a rate of 1.73%, from 124k employees to 126k employees. The most common job groups, by number of people living in St. Tammany Parish, LA, are Management Occupations (15,928 people), Sales & Related Occupations (13,762 people), and Office & Administrative Support Occupations (13,412 people). This chart illustrates the share breakdown of the primary jobs held by residents of St. Tammany Parish, LA.



Boundaries of St. Tammany Parish

City: Mandeville, LA

Mandeville is a city in southwestern St. Tammany Parish, Louisiana located on the north shore of Lake Pontchartrain, south of Interstate 12. It is located directly across the lake from the city of New Orleans. Mandeville is part of the New Orleans-Metairie metropolitan statistical area.

The city of Mandeville was founded in 1834 by Bernard Xavier de Marigny de Mandeville. According to the United States Census Bureau, the city has a total area of 6.8 square miles (17.7 km²), of which 0.12 square miles (0.3 km²), or 1.55%, is covered by water.

The 2020 census by the United States Census Bureau determined 13,192 people lived in Mandeville. The median household income in Mandeville, LA in 2023 was \$85,910, which was 32.2% greater than the median annual income of \$58,229 across the entire state of Louisiana. Compared to the median income of \$52,500 in 2000 this represents an increase of 38.9%. The per capita income in 2023 was \$58,323, which means an increase of 54.7% compared to 2000 when it was \$26,420.

From 2022 to 2023, employment in Mandeville, LA grew at a rate of 5.34%, from 6.05k employees to 6.37k employees.



Boundaries of Mandeville, LA within St. Tammany Parish

Neighborhood/Market Area:

A neighborhood is defined as "a group of complimentary land uses; a congruous grouping of inhabitants, buildings or business enterprises". (Appraisal Institute; *The Dictionary of Real Estate Appraisal*) Neighborhood Analysis is defined as "the objective analysis of observable and/or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors."

Market Area Definition: Market area is the geographic or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and sellers. Market area can be defined by physical features, the demographic and socioeconomic characteristics of the residents or tenants, the condition of the improvements (age, upkeep, ownership, and vacancy rates), and land use trends.

Location: The subject's market area is located within Mandeville, LA, along the US 190 corridor. The neighborhood is bounded to the north by I-12, LA, east and west by the city outskirts, and south by Lake Pontchartrain.

Locational Attributes: The market area consists primarily of rural single-family residential tracts, with supporting light commercial and industrial uses. The condition of improvements in the area varies from new construction, newly renovated, and older structures, in good to average condition.

Traffic Arteries: 1-12, US 190, LA 22, Pontchartrain Expressway

Access: The area has multiple points of access to other areas of the city and beyond. I-12 and US 190 provide access to other parts of the region and beyond.

Life Cycle: Established

Predominant Zoning Type: Subject is located in R-1 (Single-Family Residential) zoning district

SITE DATA

SIZE OF WHOLE PROPERTY: 0.335 Acres/14,592.90 SF

SITE DIMENSIONS: 110.46' x 104.20' x 137.42' x 137.16'

SHAPE: Irregular Square

FRONTAGES/ACCESS: 110.46 along N. Laura Drive, 137.42' along Leah Drive

ZONING: R-1, Single-Family Residential District

FLOOD ZONE: FEMA Flood Zone X

TOPOGRAPHY: Level at grade

DRAINAGE: Subsurface

UTILITIES: Electrical, Gas, Internet, Sewer, Water

SERVITUDES/ENCROACHMENTS: None Observed

ON-SITE IMPROVEMENTS: Wooded Fence with Brick Pillars

LANDSCAPING: None Observed

SURROUNDING LAND USE: Residential

CURRENT USE: Vacant

ENVIRONMENTAL CONCERNS: None noted. It is assumed for purposes of this appraisal assignment that the subject property is free from any surface and/or subsurface contamination.

HIGHEST AND BEST USE ANALYSIS

Highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property, specific with respect to the user and timing and results in the highest present value.

The correlation of the range of the basic principles of economics that affects the value of real property is the principle of highest and best use. Pertinent factors to the highest and best use of a site are: location, size, neighborhood, character, and the future/foreseen trends of development. The uses that are legally allowed by the zoning ordinances and/or subdivision restrictions, if any, are also controlling factors.

To determine the highest and best use, the land is first analyzed as vacant. Next, the property in its' entirety, including any existing improvements, is analyzed. Four (4) criteria are utilized to ascertain the highest and best use of an improved or vacant site. These criteria are:

- 1) Is the use legally permissible? Protective covenants, zoning regulations, easements, and building codes can restrict the development of a site to a particular use.
- 2) Is the use physically possible? Physical constraints such as topography, size, soil and subsoil conditions, location, drainage, and access can all or singularly limit use.
- 3) Is the use financially feasible? This criterion questions whether or not there is sufficient market demand for the intended purpose.
- 4) Does the use provide maximum productivity? This questions whether the use qualifies as permitting the maximum return.

Below is a summary of the appraiser's analyses of the relevant legal, physical, and economic factors to support the appraiser's highest and best use conclusion. The land was appraised as though vacant and available for development to its highest and best use.

- 1) Legally Permissible – The parcel is within R-1, Single-Family Residential zoning, allowing for residential uses. Any use other than residential would require additional cost and approval from the city council.
- 2) Physically Possible – The site does allow for the legally permissible use, residential as well as assemblage for residential use to the adjacent tract.
- 3) Financially Feasible – As the surrounding uses, physically possible use, and legally permissible use, residential use is financially feasible
- 4) Maximum Productivity – As the site meets the previous criteria, the site's maximum productivity is residential.

The highest and best use is therefore:

AS VACANT: Residential

AS IMPROVED: No improvements are within the parcel, thus highest and best use as improved was not considered.

APPROACHES TO VALUE

COST APPROACH

A set of procedures through which a value indication is derived for the property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting accrued depreciation from the reproduction or replacement cost and adding the estimated land value. Entrepreneurial profit may also be considered when supported by the market for such improvements. Any cost data implemented in a Cost Approach will be obtained from the Marshall & Swift Valuation Service, from local contractors and service providers, and from historical cost consultant reports.

This approach applies to improved properties. The subject property contains a wooden fence with brick pillars that was not considered in this analysis as the fence was determined to have no contributor value). This approach was not applied in this assignment.

SALES COMPARISON APPROACH

This method employs a direct comparison of the property being appraised to similar properties that have sold in the market or similar markets, applying appropriate units of comparison, and making adjustments to the sale prices of the comparable sales based on the elements of comparison. Verified and analyzed market data is a good indicator of value when it represents typical actions by buyers/purchasers, sellers, investors, and users. This approach is applicable to all types of property when there is a sufficient number of recent, reliable transactions to indicate value patterns in the market.

This approach applies when sales of similar properties are available. This approach was applied in this assignment for land only.

INCOME CAPITALIZATION APPROACH

A set of procedures through which an appraiser derives a value indication for an income producing property by converting its anticipated benefits (cash flows and reversion) into property value. This approach applies to income producing properties.

This approach was not considered applicable to the subject property. This approach was not applied in this assignment.

LAND VALUATION PROCEDURES

Several procedures for the valuation of land are available to the appraiser. There are:

- 1) The Allocation (Abstraction) Procedure: Sales of improved properties are analyzed, and the prices are divided between land and improvements. This allocation can be utilized for the following purposes either:
 - a. To establish a typical ratio of land value to the total value (allocation), which can be applicable to a property being appraised
 - b. To derive from the portion of the sales price allocated to the land, a land value is estimated for use as a comparable sale (abstraction).

Not Used in this Report

- 2) The Anticipated Use (Development) Procedure: Undeveloped land is assumed to be subdivided, developed, and sold. The incentive costs, development costs, and the carrying charges are deducted from the estimated proceeds of the sale, and the net income projected is discounted over the estimated period mandated for market absorption of the developed sites to derive an indication of value for the land being appraised.

Not Used in this Report

- 3) The Market Data (Comparative) Approach: Sales of similar vacant tracts/parcels are analyzed, compared, and adjusted to derive an indication of value for the land presently being appraised.

Used in this Report

- 4) The Land Residual Procedure: The land is assumed to be improved to its Highest and Best Use, and the net income imputable to the land, once all expenses dealing with operation and return attributable to the other agents in production are capitalized to derive an estimate of the land value.

Not Used in this Report

A brief description of the most pertinent data with respect to sales that have been determined to be similar to the subject land is presented in the following pages. The details of the comparative data with the required adjustments can be found in the following pages as well. As noted previously, sufficient transactions were found; subsequently, the Sales Comparison Approach will be utilized to ascertain the land value of the subject property.

COMPARABLE SALES ANALYSIS

Sales						Site Area	Site Area		
Comp #	Parcel #	Location	Sale Date	Sale Price	Property Type	(Acres)	(SF)	\$/AC	\$/SF
1	138564	44 Savoie Drive (Lot 49); Mandeville	7/13/2023	\$100,000	Residential Lot	0.300	13,068.00	\$333,333.33	\$7.65
2	45669	53 Savoie Drive (Lot 51); Mandeville	8/5/2022	\$100,000	Residential Lot	0.280	12,196.80	\$357,142.86	\$8.20
3	52662	Whitetail Drive (Lot 67); Mandeville	5/16/2025	\$170,000	Residential Lot	0.580	25,264.80	\$293,103.45	\$6.73
4	135386	Lonesome Road (Parcel 6); Mandeville	3/5/2025	\$120,000	Residential Lot	0.550	23,958.00	\$218,181.82	\$5.01
5	38437	133 Elm Street; Mandeville	12/5/2022	\$126,500	Residential Lot	0.440	19,166.40	\$287,500.00	\$6.60
6	56513	181 Sandra Lee Drive	7/15/2022	\$90,000	Residential Lot	0.194	8,470.00	\$462,857.14	\$10.63
7	144725	818 Adair St; Mandeville	8/25/2023	\$195,000	Residential Lot	0.440	19,407.50	\$443,181.82	\$10.05
8	55068	164 Brookside Drive; Mandeville	3/31/2023	\$160,000	Residential Lot	0.689	30,000.00	\$232,320.00	\$5.33
9	56047	6415 Merlin St; Mandeville	8/12/2022	\$88,000	Residential Lot	0.270	11,761.20	\$325,925.93	\$7.48
10	142742	1131 Coffee St; Mandeville	3/30/2023	\$129,000	Residential Lot	0.410	17,859.60	\$314,634.15	\$7.22
11	139257	704 Montgomery St, Mandeville	1/23/2023	\$108,000	Residential Lot	0.206	8,960.00	\$525,053.57	\$12.05

A total of (11) eleven comparable property sales located in the surrounding neighborhood of Mandeville, LA, were analyzed in this appraisal assignment. The (11) eleven sales ranged in size from 8,470.00 square feet to 30,000.00 square feet and ranged in price from \$5.01/SF to \$12.05/SF.

LAND SALES ADJUSTMENT GRID

Of these (4) four of the comparable sales that are most similar to the subject property were selected for analysis and comparison. An analysis of these (4) four sales is shown in the following land sales adjustment grid and discussed in the following comments.

LAND SALES SUMMARY - PARCEL ADV-2					
STATE PROJECT NO. 013-12-0044 LA 22 – SE LA STATE HOSPITAL					
Sale #	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Sale Date (Date Acquired)		7/13/2023	8/5/2022	5/16/2025	3/5/2025
Acre Size	0.335	0.300	0.280	0.580	0.550
Sq. Ft. Size	14,592.90	13,068.00	12,196.80	25,264.80	23,958.00
Sale Price	--	\$100,000.00	\$100,000.00	\$170,000.00	\$120,000.00
Cost to Cure	--	\$0.00	\$0.00	\$0.00	\$0.00
Cash Equivalent Price	--	\$100,000.00	\$100,000.00	\$170,000.00	\$120,000.00
Purchase Price per Acre	--	\$333,333.33	\$357,142.86	\$293,103.45	\$218,181.82
Purchase Price per SF	--	\$7.65	\$8.20	\$6.73	\$5.01
Transactional Adjustments					
	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Financing	Cash Sale	Cash Sale	Cash Sale	Cash Sale	Cash Sale
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Condition of Sale	Arms Length	Arms Length	Arms Length	Arms Length	Arms Length
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Expenditures made after Sale	None	None	None	None	None
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Market Conditions (Time, Mts.)	--	25	36	2	5
Adjustment		\$0.64	\$0.98	\$0.04	\$0.08
Total of Transactional Adjustments		\$0.64	\$0.98	\$0.04	\$0.08
Adjusted Price/SF		\$8.29	\$9.18	\$6.77	\$5.09
Physical Adjustments(\$/SF)					
	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Size	14,592.90	13,068.00	12,196.80	25,264.80	23,958.00
Adjustment %		0%	0%	15%	15%
Adjustment Value		\$0.00	\$0.00	\$1.02	\$0.76
Total of Physical Adjustment		\$0.00	\$0.00	\$1.02	\$0.76
Indicated Value/SF		\$8.29	\$9.18	\$7.79	\$5.85

EXPLANATION OF LAND SALE ADJUSTMENTS

The following is an explanation of the adjustments made to the sales prices of the comparable land sales in order to make them equal to the subject property on paper.

Transactional Adjustments

Property Rights: The interests conveyed/sold for all sales used in this analysis were fee simple or full ownership. An adjustment is not required for any of the sales for property rights.

Financing: All sales were cash sales without any unusual financial obligations that would affect value. No adjustments are necessary regarding financing.

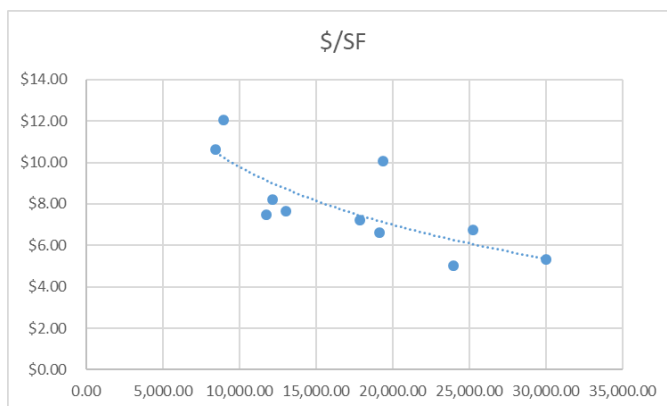
Conditions of Sale: All land sales were arm's-length transactions. No adjustments were necessary.

Expenditures made after the Sale: No land sales or subject properties had any expenditures made after the sale, which would alter the values of the properties. No adjustments were necessary.

Market Conditions (Time): The market condition of time was accounted for considering the inflationary effects between 2022 to present, which indicated a 4% annually increase or 0.0033 per month inflationary increase. As such, an upward adjustment was made to all sales of .0033 per month to account for the increase in value due to time previous to the appraisal date.

Property Adjustments

Size: The subject is a 14,592.90 SF tract. The comparable land sales #1, #2, #3, and #4 are 13,068.00, 12,196.80, 25,264.80, and 23,958.00 SF respectively. An analysis of all sales compared the \$/SF to the SF of each sale. The data indicated that as the sites size increased the \$/SF reduced. The trend line indicated sales around 25,000.00 SF would be \$6/SF and sales around 15,000 SF would be \$8/SF. The difference indicated 20% difference. As there are other variables effecting the price, a 15% upward adjustment to Land Sales #3 and #4 were deemed appropriate to account for the size to price difference. No adjustments were made to Land Sales #1 and #2 as they are similar to the subject.



CORRELATION AND INDICATION OF LAND VALUE

From the sales selected for final comparison of the subject, the (4) four comparable sales after adjustment ranged between \$5.85/SF to \$9.18/SF. The mean of all sales is \$7.78/SF. The Median of all sales is \$8.04/SF. The mean of the range of all sales is \$7.52/SF. As sales #1, #2, and, #3 are most similar to the subject, the range of these sales of \$8.49/SF was considered in the final indication of land value. Taking into account all sales and the weighted average of Sales #1, #2, and #3 my opinion the indicated unit value of the subject property, land only, is \$8.00/SF.

VALUATION OF WHOLE PROPERTY

Total
Area: 14,592.90 sq ft x \$8.00 / sq ft = \$116,744.00(rounded)

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal and no other person provided significant professional assistance unless noted.

The reporting option in this assignment, as noted under Standard 2-2 in USPAP is an "Appraisal Report" utilizing the LA DOTD Form B – Land Only.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions are based and expressed therein is correct, subject to the limiting conditions therein set forth.

That I understand that such an appraisal may be used in connection with the disposition of property or property rights by the State of Louisiana.

That such appraisal has been made in conformity with the appropriate State and Federal laws, regulations, USPAP standards, and policies and procedures applicable to appraisal of property or property rights for such purposes.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the disposition of such property appraised.

That I have performed no services, as an appraiser or in any other capacity, regarding the subject property within the three year period immediately preceding acceptance of this assignment.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Louisiana Department of Transportation and Development or officials of the Federal Highway Administration, and I will not do so until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the compensation due as of this day of July 25, 2025 is \$116,744.00 based upon my independent appraisal and the exercise of my professional judgment.



August 1, 2025

Date of Appraisal Report

July 25, 2025

Inspection date(s) of subject property

July 25, 2025

Inspection date(s) of comparable sales

ADDENDA

EXHIBIT A - ASSUMPTIONS AND LIMITING CONDITIONS	27
EXHIBIT B - PROPERTY INSPECTION REPORT	29
EXHIBIT C - SUBJECT PLAT	30
EXHIBIT D - AERIAL MAPS.....	31
EXHIBIT E - FLOOD MAP	32
EXHIBIT F – MARKET DATA MAP	33
EXHIBIT G - DETAILED COMPARABLE SHEETS.....	34

EXHIBIT A - ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made under the following assumptions and limiting conditions:

- 1) Title to the property is free and clear, unencumbered and there are no easements, liens or other encumbrances on the property.
- 2) The information contained in this report as furnished by others is believed to be correct, but the appraiser assumes no responsibility for its accuracy. Included in this information is title information, measurements, survey, and other information furnished by you as likewise comparable sales data furnished by the court records and the principals involved in the various transactions.
- 3) No responsibility is hereby assumed for any matters that are legal or political in nature. No responsibility is assumed for political, social or economic changed conditions that could have an effect on real estate values which changes take place after the date of this valuation.
- 4) It is assumed that the improvements are located on the land described herein and do not overlap this land unless otherwise stated in the appraisal report.
- 5) The management of the property is assumed to be competent and the ownership in responsible hands.
- 6) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7) It is assumed that there are no hidden or non-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8) It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- 9) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
- 10) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- 11) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- 12) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is

predicated upon the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

- 13) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 14) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- 15) The appraiser herein by reason of this appraisal, is not required to give testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- 16) Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- 17) No responsibility is here assumed for any matters which are legal, political, social, or economic which could have an effect on real estate values when changes take place after the date of this valuation.
- 18) The appraiser reserves the right to alter statements, analyses, conclusions, or any value estimates in the appraisal if facts pertinent to the appraisal process which were unknown when the report was prepared.
- 19) No one may use this report for any other use than that stated in the "Intended Use" statement included in this report.

EXHIBIT B - PROPERTY INSPECTION REPORT

FILE NUMBER: PM 52-117

LOCATION: 30.377123, -90.077405; Mandeville, LA

PARISH: St. Tammany

Property Owner Notification Letters not required for DOTD owned property.

Site Inspection

Date: July 25, 2025

Time: 1:00pm

Person(s) accompanying appraiser: Paula Vizinat, DOTD Appraiser

Remarks: Site is a vacant residential site which is partially wooded. A wooded fence with brick pillars with no contributory value abuts it along US 190.

EXHIBIT C - SUBJECT PLAT

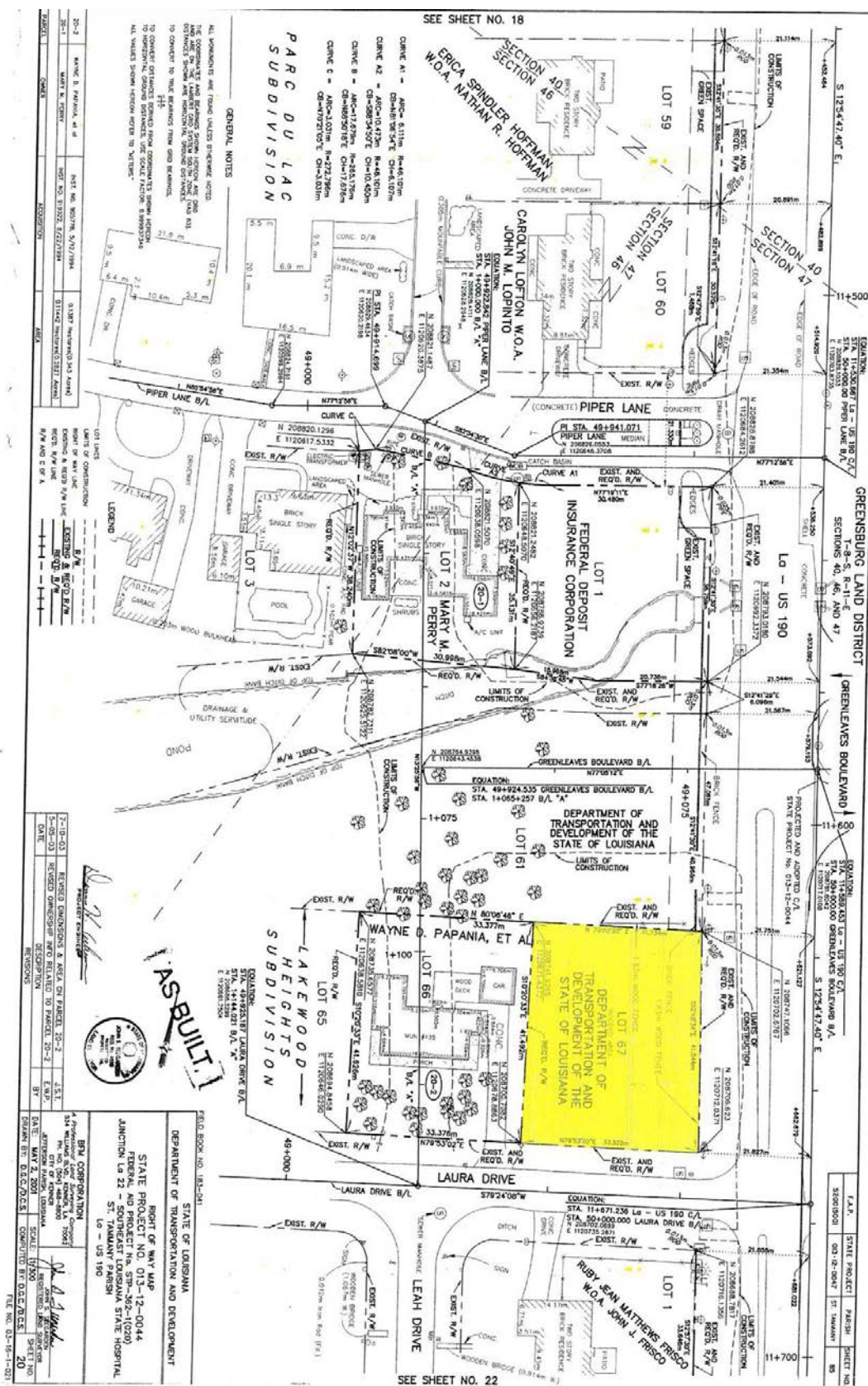


EXHIBIT D - AERIAL MAPS



EXHIBIT E - FLOOD MAP

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

 	Without Base Flood Elevation (BFE) Zone A, V, AE With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
---	--

OTHER AREAS OF
FLOOD HAZARD

0.2% Annual chance Flood Hazard Area
of 1% annual chance flood with average
depth less than one foot or with dra-
ging areas of less than one square mile. Zone X
Future conditions, 1% Annual
Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to
Levee. See Notes, Zone X
Area with Flood Risk due to Levee Zone 0

OTHER AREAS

NO SCREEN	Area of Minimal Flood Hazard	Zone X
☐	Effective LOMRs	
	Area of Undetermined Flood Hazard	Zone A

STRUCTURES

Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

FEATURES

20.2
17.5

Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

MAP PANELS

Category	Digital Data Available	No Digital Data Available	Unmapped
...	☐	☐	☒

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NRIH web services provided by FEMA. This map was exported on 7/15/2025 at 3:03 PM and does not reflect changes or amendments subsequent to this date and time. The NRIH and effective information may change or become superseded by new data over time.

This main image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRI panel number, and FIRI effective date. Map images for unmapped and unmemoized areas cannot be used for regulatory purposes.

EXHIBIT F – MARKET DATA MAP

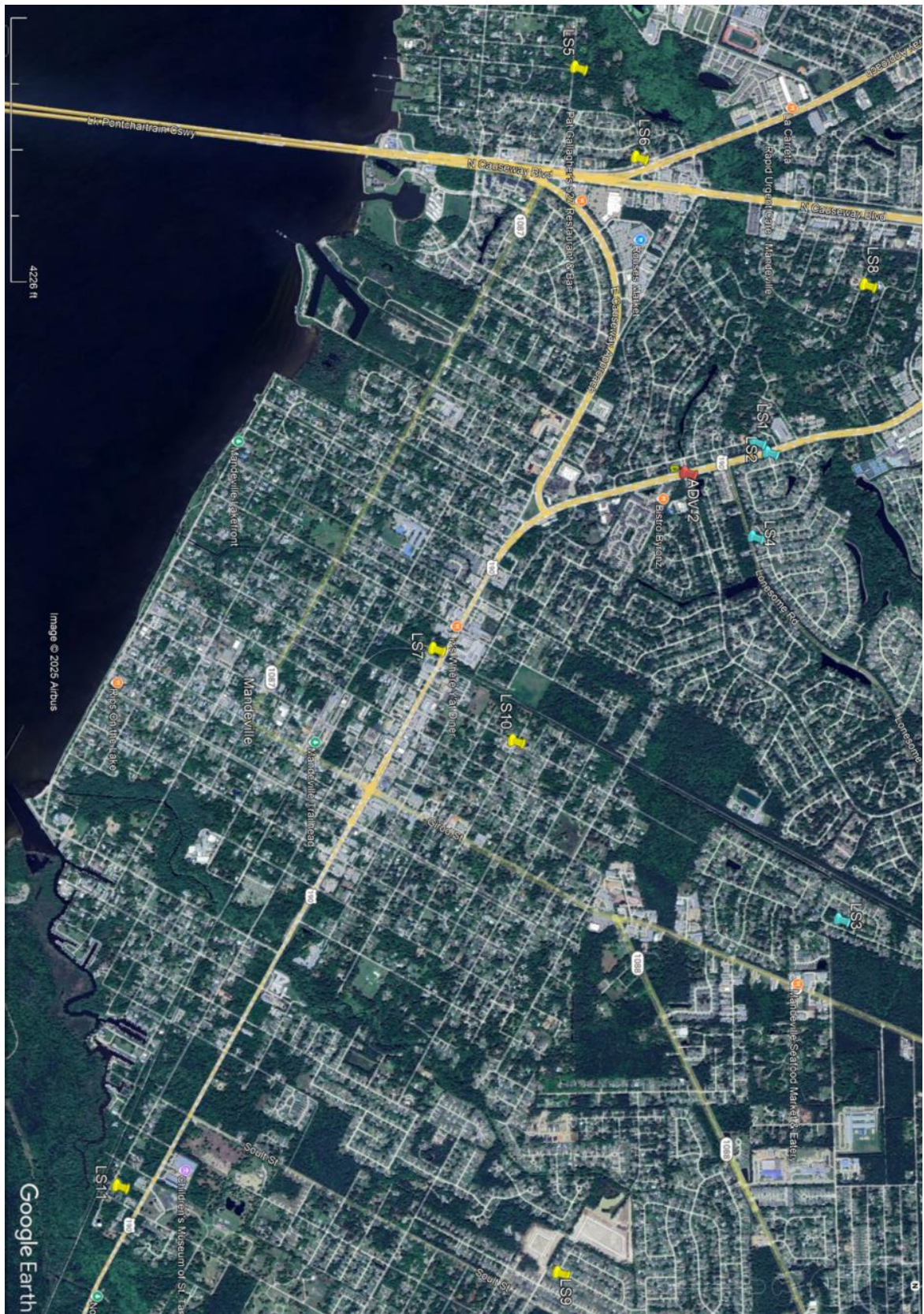


EXHIBIT G - DETAILED COMPARABLE SHEETS

LAND SALE COMPARABLE NO. 1

Address: 44 Savoie Drive; Mandeville, LA
Location: West side of Savoie Drive, Mandeville, LA
Parish: St. Tammany
Property Highest and Best Use: Residential
Property Current Use: Vacant Land
Date of Sale: 7/13/2023
Parcel ID: 138564
Recordation #: #2378180.0
Vendor: Brittany Ann Branigan, et al
Vendee: Anthony Joseph Cartagiese, et al
 Paula Vizinat verified with Dana Bennett, Broker, 07/01/2025, Court
Verification (with whom & date): Records/Deed/Inspection
Sale History: Owned by Vendor
Topography: Flat at grade, cleared, subsurface drainage
Shape/Utility: Irregular / Cul de Sac, full utility
Improvements: None Noted
Flood Zone: FEMA Flood Zone X
Zoning: Residential
Frontage/Access: 215' fronting Savoie Drive
Street Improvements Two-lane, asphalt
Corner Influence: No
Utilities (Public): All utilities are reportedly available from public sources.
Legal Description: PARC DU LAC LT49

Consideration:	\$ 100,000.00	Terms of Sale:	Typical
Property Rights Adjustments:	\$ -	Condition of Sale	Arms Length
Financing Adjustments:	\$ -	Property rights Conveyed:	Fee Simple
Condition of Sale Adjustment:	\$ -	Site Size(SF)	13,068.00
Adjusted Sale Price:	\$ 100,000.00	Site Size(acre)	0.300
Less Improvement Value:	\$ -	Indicated \$/acre:	\$333,333.33
Expenditures after the sale:	\$ -	Indicated \$/sf:	\$7.65
Net Residual Land Value:	\$ 100,000.00		

Remarks:

This property is a residential cul de sac lot fronting on Savoie Drive, a two-lane, bi-directional, asphalt-paved tertiary artery. The subdivision, Parc du Lac, was developed in the 1980's - 1990's and this lot was one of two (2) which were retained vacant. The lot was listed for \$130,000; sold for \$100,000 after 411 days on market. It was purchased for residential construction for owner occupancy.

PROPERTY MANAGEMENT FILE NUMBER: 52-117
STATE PROJECT: 013-12-0044
PARCEL: ADV-2



Assessor GIS



Facing W towards Sale #1 from Savoie Drive

LAND SALE COMPARABLE NO. 2

Address: 53 Savoie Drive (Lot 51); Mandeville
Location: East side of Savoie Drive; Mandeville, LA
Parish: St. Tammany
Property Highest and Best Use: Residential
Property Current Use: Vacant Land
Date of Sale: 8/5/2022
Parcel ID: 56513
Recordation #: #2340335.0
Vendor: Mallory Elizabeth Knudsen
Vendee: Anthony O Amiewalan, et al
Verification (with whom & date): Paula Vizinat verified with Dana Bennett, Broker, 07/01/2025, Court Records/Deed/Inspection
Sale History: Owned by Vendor
Topography: Flat at grade, cleared, subsurface drainage
 Irregular, Cul de Sac, full utility
Shape/Utility:
Improvements: None Noted
Flood Zone: FEMA Flood Zone X
Zoning: Residential
Frontage/Access: 50' fronting on Savoie Drive
Street Improvements Two-lane, asphalt
Corner Influence: No
Utilities (Public): All utilities are reportedly available from public sources.
Legal Description: PARC DU LAC LT51

Consideration:	\$ 100,000.00	Terms of Sale:	Typical
Property Rights Adjustments:	\$ -	Condition of Sale	Arms Length
Financing Adjustments:	\$ -	Property rights Conveyed:	Fee Simple
Condition of Sale Adjustment:	\$ -	Site Size(SF)	12,196.80
Adjusted Sale Price:	\$ 100,000.00	Site Size(acre)	0.280
Less Improvement Value:	\$ -	Indicated \$/acre:	\$357,142.86
Expenditures after the sale:	\$ -	Indicated \$/sf:	\$8.20
Net Residual Land Value:	\$ 100,000.00		

Remarks:

Residential cul de sac lot located Savoie Drive, a two-lane, bi-directional, asphalt-paved tertiary artery. The subdivision was developed in the 1980's - 1990's and this lot was one of two (2) which were retained vacant. The lot was listed for \$120,000; sold for \$100,000 after 80 days on market. It was purchased for residential construction.

PROPERTY MANAGEMENT FILE NUMBER: 52-117
STATE PROJECT: 013-12-0044
PARCEL: ADV-2



Assessor GIS



Facing NE towards Sale #2 from Savoie Drive

LAND SALE COMPARABLE NO. 3

Address: 67 Whitetail Drive; Mandeville, LA
Location: Whitetail Drive, Mandeville, LA
Parish: St. Tammany
Property Highest and Best Use: Residential
Property Current Use: Vacant Land
Date of Sale: 5/16/2025
Parcel ID: 5/16/2025
Recordation #: #2449872.0
Vendor: Lauren Wolfarth Goodlett, et al
Vendee: Christina Calamia, et al
Verification (with whom & date): Paula Vizinat verified with Theresa Eschete, Broker, 07/02/2025, Court Records/Deed/Inspection
Sale History: Owned by Vendor
Topography: Flat at grade, cleared, subsurface drainage
Shape/Utility: Rectangular, full utility
Improvements: None
Flood Zone: FEMA Flood Zone X
Zoning: Residential
Frontage/Access: Frontage on Whitetail Drive
Street Improvements Two-lane, asphalt
Corner Influence: Yes
Utilities (Public): All utilities are reportedly available from public sources.
Legal Description: DEERFIELD S/D PH 4 LOT 67

Consideration:	\$ 170,000.00	Terms of Sale:	Typical
Property Rights Adjustments:	\$ -	Condition of Sale	Arms Length
		Property rights	
Financing Adjustments:	\$ -	Conveyed:	Fee Simple
Condition of Sale Adjustment:	\$ -	Site Size(SF)	25,264.80
Adjusted Sale Price:	\$ 170,000.00	Site Size(acre)	0.580
Less Improvement Value:	\$ -	Indicated \$/acre:	\$293,103.45
Expenditures after the sale:	\$ -	Indicated \$/sf:	\$6.73
Net Residual Land Value:	\$ 170,000.00		

Remarks:

This property is a residential corner lot fronting on Whitetail Drive, a two-lane, bi-directional, asphalt-paved tertiary artery. The lot was listed for \$175,000; sold for \$170,000 after 5 days on market. It was purchased for residential construction.

PROPERTY MANAGEMENT FILE NUMBER: 52-117
STATE PROJECT: 013-12-0044
PARCEL: ADV-2



Assessor GIS



Facing W along Whitetail Drive and Land Sale #3

LAND SALE COMPARABLE NO. 4

Address: Lonesome Road (Parcel 6); Mandeville
Location: South side of Lonesome Road, Mandeville, LA
Parish: St. Tammany
Property Highest and Best Use: Residential
Property Current Use: Vacant Land
Date of Sale: 3/5/2025
Parcel ID: 135386.00
Recordation #: #2441295.0
Vendor: Ernie Nagim Construction Company
Vendee: Paula Gibbs, et al
 Paula Vizinat verified with Jan Brown, Broker, 07/02/2025, Court
Verification (with whom & date): Records/Deed/Inspection
Sale History: Owned by Vendor
Topography: Flat at grade, cleared, subsurface drainage
Shape/Utility: Rectangular / full utility
Improvements: None Noted
Flood Zone: FEMA Flood Zone X
Zoning: Residential
Frontage/Access: 100' fronting on Lonesome Road
Street Improvements Two-lane, asphalt
Corner Influence: No
Utilities (Public): All utilities are reportedly available from public sources.
Legal Description: 0.55 AC M/L SEC 40 8 11

Consideration:	\$ 120,000.00	Terms of Sale:	Typical
Property Rights Adjustments:	\$ -	Condition of Sale	Arms Length
		Property rights	
Financing Adjustments:	\$ -	Conveyed:	Fee Simple
Condition of Sale Adjustment:	\$ -	Site Size(SF)	23,958.00
Adjusted Sale Price:	\$ 120,000.00	Site Size(acre)	0.550
Less Improvement Value:	\$ -	Indicated \$/acre:	\$218,181.82
Expenditures after the sale:	\$ -	Indicated \$/sf:	\$5.01
Net Residual Land Value:	\$ 120,000.00		

Remarks:

This property is a residential lot fronting on Lonesome Road, a two-lane, bi-directional, asphalt-paved tertiary artery. The lot was listed for \$130,000; sold for \$120,000 after 119 days on market. It was purchased for residential construction for owner occupancy.

PROPERTY MANAGEMENT FILE NUMBER: 52-117
STATE PROJECT: 013-12-0044
PARCEL: ADV-2



Assessor GIS



Facing S towards Land Sale #4 from Lonesome Road

ORD 26-38

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

ORDINANCE NO. 26-38

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING
SECTION 11-133 SUBSECTION (A) AND SECTION 11-134 SUBSECTION (J) OF THE
CITY OF MANDEVILLE CODE OF ORDINANCES AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Council of Mandeville approved and codified Section 11-134 of the City of Mandeville Code of Ordinances, which regulates carnival and Mardi Gras floats within the City of Mandeville;

WHEREAS, the City Council desires to amend Section 11-134 subsection (j) to address the outdated concept of using live animals to pull floats and to include language regarding the use of motorized vehicles to pull Mardi Gras/carnival floats, and amend Section 11-133 subsection (a) to correct a typographical error;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Section 11-133 subsection (a) and 11-134 (j) of the City of Mandeville Code of Ordinances be amended to read:

Section 11-133 Parade route

- (a) *Parade routes.* A Carnival/Mardi Gras parade organization which desires to use the public rights-of-way for a Mardi Gras parade in the City of Mandeville shall submit an application for a special event permit. The application shall include a request for a special parade route using the public rights-of-way designated in section 11-132 (k) above and permit application must be received by the mayor's office annually on or before April 1 of the preceding year. The Mandeville Police, Fire Protection District #4 and Public Works Department may recommend to the mayor and the city council any change in the routes when it is clear that the proposed route cannot be used at the same time anticipated due to road damage or repair which makes the road impassable or other reason believed to be valid for council consideration.

Section 11-134. Carnival/Mardi Gras float regulations

- (j) Every float shall be pulled by a mule, horse, tractor or motorized vehicle. Any motorized vehicle pulling a float will be registered, licensed, and insured to legally operate on public roadways as required by the Louisiana Office of Motor Vehicles.

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:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2026.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman



INTEROFFICE MEMO

TO: Alicia Watts
Elizabeth Sconzert

FROM: Alia Casborné

DATE: September 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.

St. Ann Wine Bar

Applicant: Vicky Bayley

Pink With a Purpose Annual Party

Date/Time: Saturday, October 17, 2026 – 7:00 PM – 10:00 PM

Location: St. Ann Wine Bar (22 St. Ann Street)

Approval Requests:

- *Permission to play outdoor music in the parking lot (Letter attached)*
- *Permission to apply for ATC permit*

Contingencies:

- **Coordination with MPD**
- **ATC Permit**

Attachments

PINK WITH A PURPOSE

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 St. Ann Wine Bar
Name of Authorized Representative Vicky Bayley Non-Profit/Tax-Exempt # _____
Mailing Address 22 St. Ann Drive Suite 2
City Mandeville State LA Zip 70471
Applicant Phone # 985-249-9801 Alt. Phone # _____
E-Mail stannwinebar@gmail.com vicky.bayley7@gmail.com Application Fee Paid? ____ YES X NO

Name of Event: Pink With A Purpose Annual Pink Party
Date(s) of Event: Day 10/17/26 Date / / Time 6pm-10pm Rain Dates(s) _____
Event Location: St. Ann Wine Bar Parking Lot & Venue - BAND ONLY 7-10pm outside
Type of Event: ☐ New ☐ Recurring All Food + Beverage Services Inside
☒ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Raise Money For Breast Cancer Survivors Estimated Attendance 150

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	☒ Yes	☐ No
2	Is the event open to the public?	☒ Yes	☐ No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	☐ Yes	☒ No
4	Will you require barricades for the event?	☐ Yes	☒ No
5	Are you requesting that Police be present during the event?	☐ Yes	☒ 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?	☐ Yes	☒ No
8	Will alcohol be consumed, distributed, or sold at this event?	☐ Yes	☒ No
9	Will food be distributed, prepared or sold at this event?	☐ Yes	☒ No
10	Will there be canopies or tents?	☐ Yes	☒ No
11	Will there be vendor booths? Merchandise or product sales?	☐ Yes	☒ No
12	Are you planning to have inflatable attractions, games or rides?	☐ Yes	☒ No
13	Will there be bleachers, stages, fencing or other structures?	☐ Yes	☒ No

City of Mandeville
875 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*	☐ Yes	☒ No
15	Will there be security staff?	☐ Yes	☒ No
16	Are you planning to have amplified sound?	☒ Yes	☐ No
17	Will you need access to power or water? (please circle)	☐ Yes	☒ No
18	Will there be any signs, banners, decorations, or special lighting?	☐ Yes	☒ 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: _____

Vicky Bayley

Organization Represented: _____

St. Ann Wine Bar

Office Held _____

Manging Member

Date _____

9/3/2026

Please email completed application to acasborne@cityofmandeville.com.

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

ST ANN SHOPPING CENTER, LLC

22 St Ann Drive
Mandeville, LA 70471
Brian Bagley, Owner

September 3, 2026

City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

Re: Authorization for Special Events – St Ann Wine Bar

Dear City of Mandeville Officials:

I am writing on behalf of St Ann Shopping Center, LLC, the owner of the property located at 22 St Ann Drive, Mandeville, Louisiana 70471. Please accept this letter as formal authorization for our tenant, St Ann Wine Bar, to hold special events in the shopping center's parking lot, pursuant to the Special Event Permit Application submitted to the City of Mandeville.

St Ann Shopping Center, LLC hereby grants permission for St Ann Wine Bar to utilize designated areas of the shopping center parking lot for the purpose of conducting special events as described in the accompanying Special Event Permit Application. This authorization is given with the understanding that the tenant will comply with all applicable city ordinances, permit conditions, and safety requirements.

We confirm that the parking lot areas to be used are under the ownership and control of St Ann Shopping Center, LLC, and that we support the tenant's request for the special event permit.

Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Bagley', with a long horizontal line extending to the right.

Brian Bagley
Owner
St Ann Shopping Center, LLC

Hwy 190

St. Ann Drive



Food
Truck

Parking
lot



Band

22 St Ann #1

St. Ann
Venue

Order receipt



CITY OF MANDEVILLE

3101 E CAUSEWAY APPROACH
MANDEVILLE, LA 70448
[+1 985-624-3147](tel:+19856243147)

Item 1		\$25.00
Subtotal		\$25.00
City	3.00 %	\$0.75
Order total		\$25.75

Total paid \$ 25⁷⁵

September 04, 2026 2:08 pm
Payment ID: B9Y42S08YH1N2
Order ID: HC29H70ZYG99G

Payment

	VISA 4615	\$25.75
	Order amount	\$25.75

Card: Visa 4615
September 04, 2026, 2:08 PM
Method: TELEPHONE ORDER
Auth ID: 497677
Reference ID: 624700500418
Authorizing Network: VISA

PAYMENT ID: B9Y42S08YH1N2



SECTION 00625
Certificate of Substantial Completion

Project: 2025 Roadway & Drainage Maintenance Contract

Owner: City of Mandeville

Owner's Contract No.:
700.23.001/700.22.003

Contractor: Creek Construction, LLC

Engineer's Project No.: 576-2003.01

This definitive Certificate of Substantial Completion applies to:

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

Task Order 4

September 10, 2026

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Punch List:

Unless otherwise noted below all Punch List items pertaining to Task Order No. 4 have been completed throughout the task order. Task Order No. 4 consisted of miscellaneous roadway and drainage maintenance work throughout the City of Mandeville will be performed including restoration of Portland cement concrete pavement; asphalt pavement patching; installation & repair of drainage culverts & drainage structures; installation of culvert end treatments; cleaning and CIPP lining of drainage lines; cleaning, excavating, and/or reshaping of open drainage ditches and channels; restoration of retention pond embankments; installation & repair of sidewalks and ADA ramps; restoration of pedestrian paths; restoration of parking areas; sodding; pavement crack sealing, and other related miscellaneous work and incidentals thereto throughout the City of Mandeville on as needed basis.

- Pecan St. (Maple to Galvez) – sodding
- Monroe St. (towards Antibes) – install metal guards on culvert safety end

SECTION 00625
Certificate of Substantial Completion

Project: 2025 Roadway & Drainage Maintenance Contract

Owner: City of Mandeville

Owner's Contract No.:
700.23.001/700.22.003

Contractor: Creek Construction, LLC

Engineer's Project No.: 576-2003.01

This definitive Certificate of Substantial Completion applies to:

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

Task Order 5

September 10, 2026

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Punch List:

Unless otherwise noted below all Punch List items pertaining to Task Order No. 5 have been completed throughout the task order. Task Order No. 5 consisted of drainage culvert upsizing, and other miscellaneous drainage maintenance work for Phase 1 associated with the drainage improvements within the Woodstone Subdivision, in addition to needed paving restoration & sodding and other incidentals related thereto.

- 36 Woodstone Drive – sodding
- 57 Woodstone Drive – concrete roadway panel repair

RES 26-34

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

RESOLUTION NO. 26-34

**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 COMPLIANCE ENVIROSYSTEMS, LLC FOR
THE DRAINLINE CLEANING AND STRUCTURE EVALUATION SERVICES AND
SEWER SYSTEM EVALUATION (SSES) SERVICES , AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City entered into a professional services agreement with Compliance EnviroSystems, LLC on October 31, 2022 for professional services to provide post-disaster drain line cleaning, structure evaluation services, and sewer system evaluation services in connection with the collection, removal and disposal of debris which has impacted the drainage lines and sewer system of the City of Mandeville; and

WHEREAS, the original contract time was three years, ending on October 31, 2025; and

WHEREAS, Amendment No. 1 allowed the contract to extend to October 31, 2026 as well as adjusting the unit prices for the contract pay items based on the average inflation rate using CPI data for each calendar year since the original 2022 Agreement; and

WHEREAS, the City and Contractor now desire to amend the Agreement to add one (1) additional year to the end of the contract, extending the contract expiration to October 31, 2027; 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 Compliance EnviroSystems, LLC on behalf of the City of Mandeville to add one (1) year to the contract time as associated with the Sanitary Sewer Evaluation Study Services (SSES).

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 24th day of September 2026.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

COMPLIANCE ENVIROSYSTEMS, LLC

**DRAIN LINE CLEANING AND STRUCTURE EVALUATION
SERVICES AND SEWER SYSTEM EVALUATION (SSES) SERVICES**

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Compliance Envirosystems, LLC, represented by Brad Dutruch, Chief Executive Officer, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on October 31, 2022 (the “**Agreement**”) to provide professional services for the evaluation and rehabilitation of the City of Mandeville sanitary and storm sewer systems as authorized by the Department of Public Works for the Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation (SSES) Services (the “**Project**”);;

WHEREAS, the Original Agreement had a duration of three (3) years from the Effective Date of October 31, 2022; and

WHEREAS, Amendment No. 1 with an effective date of October 7, 2025 modified the Consultant’s scope of services to adjust the Consultant’s contract unit price rate schedule based on the average inflation rates using CPI data for each calendar year since the original 2022 Agreement, in addition to extending the Consultant’s contract duration another calendar year from October 31, 2025 to October 31, 2027;

WHEREAS, the City and the Consultant also desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation (SSES) Services (the “**Project**”);

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

- A. SERVICES:** The following professional services are added to the Consultant Scope of Work for the **Drain Line Cleaning and Structure Evaluation Services and**

Sewer System Evaluation (SSES) Services:

1. None.

B. COMPENSATION:

1. **Fees Added for Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation (SSES) Services Project.**

The Consultant's maximum compensation for the services performed under this Agreement remains unchanged. No additional contract pay items or fees will be added to the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement remains unchanged from a not to exceed amount of **\$1,000,000.00** per twelve-month period from the signing of the original Agreement unless changed by the City and to the extent of the funds available. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE:

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (10/31/2026) to a new date of 10/31/2027.

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 _____, 2026.

COMPLIANCE ENVIROSYSTEMS, LLC

BY: _____
**BRAD DUTRUCH, CHIEF EXECUTIVE
OFFICER**

CORPORATE TAX I.D. _____

RES 26-35

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

RESOLUTION NO. 26-35

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 BURK- KLEINPETER, INC. FOR MANDEVILLE SEAWALL REPAIRS PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for Segment 1 of the Project dated January 13, 2024, and the City accepted the consultant's Proposal; and

WHEREAS, the original Agreement scope included only the professional engineering design and resident inspection fees associated with Segment 1 of the Mandeville lakefront seawall per the project survey plans; and

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for Segment 2 of the Project dated February 4, 2026 and the City accepted the Proposal; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to obtain topographic surveying services for Segment 2 of the Mandeville lakefront seawall, identify key existing objects prior to construction, and obtain sounding data for Ravine Aux Coquilles from the lake to Lakeshore Drive. This Amendment will also increase the Consultant's resident inspection services fees for Segment 1 to allow for one (1) full time inspector though anticipated construction completion; 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 of the Professional Services Agreement with Burk-Kleinpeter, Inc. for the Mandeville Seawall Repairs 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 24th day of September 2026.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE AND

BURK-KLEINPETER, INC.

COM PROJ. NO. 100.21.019

**MANDEVILLE SEAWALL REPAIRS
PROJECT**

THIS SECOND AMENDMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Burk-Kleinpeter, Inc. represented by Henry M. Picard, III, PE, PLS, Senior Vice President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for Segment 1 of the Project dated January 13, 2024 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for Segment 2 of the Project dated February 4, 2026 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

WHEREAS, Amendment No. 1 with an effective date of March 30, 2026 modified the Consultant’s scope and fee to provide professional engineering design and resident inspection services associated with Segment 2 of the Mandeville lakefront seawall from Station 0+00 to 41+50;

WHEREAS, Amendment No. 1 with an effective date of March 30, 2026 also increased the Consultant’s resident inspection services fee amount for Segment 1 to allow the Consultant to continue providing one (1) full-time inspector through the current anticipated completion date of September 29, 2026;

WHEREAS, the original Agreement scope did not include topographic surveying services, the City and the Consultant now desire to further amend the Agreement to obtain topographic surveying services

for Segment 2 of the Mandeville lakefront seawall from Station 0+00 to 41+50 to delineate the centerline of the concrete cap, identify key existing natural and man-made objects prior to construction, and obtain sounding data for Ravine Aux Coquilles from the lake to Lakeshore Drive;

WHEREAS, the construction duration of the Segment 1 phase of the project was extended by an official plan change, the City and Consultant mutually agree to increase the resident inspection services fee amount for Segment 1 to allow the Consultant to continue providing one (1) full-time inspector through the current anticipated completion date of February 19, 2027;

WHEREAS, the Consultant submitted letter fee proposal to obtain the topographic survey services for Segment 2 and to increase the fee for resident inspection services for Segment 1 of the Project dated August 31, 2026 and September 11, 2026 respectively (the “**Consultant’s Proposals**”), and the City accepted the Consultant’s Proposals;

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

A. **SERVICES**: The following Surveying, Design, Bid & Award, and Construction Administration & Closeout Services, in addition to Resident Inspection, Permitting Services and other Direct Costs are added to the Consultant Scope of Work for the **Mandeville Seawall Repairs Project**:

1. Consultant shall provide topographic surveying services for Segment 2 (Station 0+00 to 41+50) of the Mandeville Seawall project;
2. Consultant shall continue to provide one (1) full-time inspector at the agreed to hourly rate for Segment 1 (Station 41+50 to 82+85) of the Mandeville Seawall project through the anticipated construction phase completion date up to the adjusted maximum not-to-exceed amount.

B. **COMPENSATION**:

1. **Fees Amended for the Mandeville Seawall Repairs Project**. The following fees are added for Surveying, Design, Bid & Award, and Construction Administration & Closeout Services, in addition to Resident Inspection, Permitting Services and other Direct Costs for Segment 1 and Segment 2 for the **Mandeville Seawall Repairs Project**:

SEGMENT 1 - STATION 41+50 TO 82+85

		Current Contract Amount (Amendment No. 1)	Amended Amount (Amendment No. 2)	Revised Contract Amount	
Phase I	Survey (As Needed)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase II	Preliminary Design	\$78,348.00	\$0.00	\$78,348.00	(Lump Sum)
Phase III	Environmental Study (Not Used)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase IV (a)	Final Design	\$73,934.50	\$0.00	\$73,934.50	(Lump Sum)
Phase IV (b)	Bid & Award	\$12,757.63	\$0.00	\$12,757.63	(Lump Sum)
Phase V (a)	Construction Administration	\$39,144.75	\$0.00	\$39,144.75	(Lump Sum)
Phase V (b)	Construction Closeout	\$18,176.63	\$0.00	\$18,176.63	(Lump Sum)
Phase V (c)	Inspection, Reporting & Verification	\$214,433.50	\$69,935.25	\$284,368.75	(Hourly, NTE)
Phase VI (a)	Permitting	\$22,668.50	\$0.00	\$22,668.50	(NTE)
	Direct Cost	\$591.60	\$0.00	\$591.60	(NTE)
Subtotal - Segment 1		\$460,055.11	\$69,935.25	\$529,990.36	

SEGMENT 2 - STATION 00+00 TO 41+50

		Current Contract Amount (Amendment No. 1)	Amended Amount (Amendment No. 2)	Revised Contract Amount	
Phase I	Survey (As Needed)	\$0.00	\$15,675.00	\$15,675.00	(Lump Sum)
Phase II	Preliminary Design	\$53,777.00	\$0.00	\$53,777.00	(Lump Sum)
Phase III	Environmental Study (Not Used)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase IV (a)	Final Design	\$41,145.00	\$0.00	\$41,145.00	(Lump Sum)
Phase IV (b)	Bid & Award	\$10,367.00	\$0.00	\$10,367.00	(Lump Sum)
Phase V (a)	Construction Administration	\$31,080.00	\$0.00	\$31,080.00	(Lump Sum)
Phase V (b)	Construction Closeout	\$17,973.00	\$0.00	\$17,973.00	(Lump Sum)
Phase V (c)	Inspection, Reporting & Verification	\$179,920.00	\$0.00	\$179,920.00	(Hourly, NTE)
Phase VI (a)	Permitting	\$23,308.00	\$0.00	\$23,308.00	(NTE)
	Direct Cost	\$1,736.60	\$0.00	\$1,736.60	(NTE)
Subtotal - Segment 2		\$359,306.60	\$15,675.00	\$374,981.60	
Total - Segments 1 & 2		\$819,361.71	\$85,610.25	\$904,971.96	

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$85,610.25** for a not to exceed amount of **\$904,971.96**. 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. The contract time will remain unchanged. The contract's initial four-year duration commenced on the effective date of the original Agreement, or February 20, 2024, and shall expire on February 20, 2028.

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 _____, 2026.

BURK-KLEINPETER, INC.

BY: _____

HEBNRY M. PICARD, III, P.E., PLS
SENIOR VICE PRESIDENT

CORPORATE TAX I.D. _____ **72-1175112**

Attachment A

Burk-Kleinpeter, Inc. Engineering – Segment 2 Survey Fee Proposal
(dated August 31, 2026)

PRESIDENT & CEO
MICHAEL D. CHOPIN, PE



SENIOR VICE PRESIDENTS
RENE A. CHOPIN, III, PE
HENRY M. PICARD, III, PE, PLS

CORPORATE SECRETARY
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.
CENTURY PROVEN, COMMUNITY DRIVEN

VICE PRESIDENT
DAVID E. BOYD, PE

2400 VETERANS MEMORIAL BLVD., SUITE 310, KENNER, LA 70062
TELEPHONE (504) 486-5901
WWW.BKIUSA.COM

OVER 100 YEARS OF SERVICE

August 31, 2026

Mr. Keith LeGrange
City of Mandeville, LA
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471

Re: Old Mandeville Seawall Repair
Amendment No. 2 – Phase I Survey Fee Proposal
Segment 2 Sta. 0+00 to 41+45
BKI No. NO.24.007

Dear Keith:

Transmitted herewith is a request for Amendment No. 2 to the Professional Services Agreement between the City of Mandeville and Burk-Kleinpeter, Inc. (BKI) for the Old Mandeville Seawall Repairs Project. The purpose of this amendment is to add Phase I – Survey services for Segment 2 of the project (Station 0+00 to 41+45), which were carried at \$0.00 and shown as “Not Used” in the original Agreement and in Amendment No. 1.

At the City’s request, BKI solicited a proposal for the survey work required to support the engineering effort for Segment 2. Lowe Engineers, LLC has provided the attached Surveying Specs & Cost Proposal for the Mandeville Seawall Repairs Project Segment 2, revised August 17, 2026. The scope of the survey consists of a topographic survey extending thirty (30) feet from the landside edge of the seawall from approximately Station 0+00 to Station 41+44.67, together with the construction access locations shown on the scope exhibit provided to Lowe. The survey will locate trees, including trunk locations and dripline extents; points of interest such as benches, gazebos, playground equipment, and other permanent site features and amenities; utilities such as water meters and fire hydrants; site grades and drainage inlets; the limits of the splash block; and the centerline of the wall and cap. The scope also includes gathering soundings at fifty (50) foot intervals in Ravine Aux Coquilles from the lake to Lakeshore Drive.



KENNER • MANDEVILLE



OVER 100 YEARS OF SERVICE

The following is a breakdown of the proposed Phase I – Survey fee:

Lowe Engineers, LLC – Topographic Survey and CAD	\$12,250.00
Lowe Engineers, LLC – Additional Soundings, Ravine Aux Coquilles	\$2,000.00
Subtotal – Subconsultant Survey Services	\$14,250.00
Burk-Kleinpeter, Inc. Markup (10%)	\$1,425.00
Total – Phase I Survey (Lump Sum)	\$15,675.00

As shown above and consistent with our discussions, the fee includes a ten percent (10%) markup of \$1,425.00 applied to Lowe Engineers' lump-sum survey fee. This markup compensates BKI for procurement of the survey subconsultant and for the coordination, review, and administration of the survey work, including scope development, subconsultant invoicing, and quality review of the survey deliverables prior to their incorporation into the design documents. No other markup, administrative charge, or direct cost is included in this request.

Lowe Engineers has advised that fieldwork will commence seven (7) to ten (10) days after the Notice to Proceed is received, with final deliverables provided twenty-five (25) to thirty (30) days after fieldwork commences.

With the addition of Phase I – Survey, the Segment 2 contract amount would increase from \$359,306.60 to \$374,981.60, and the total maximum aggregate amount payable under the Agreement for Segments 1 and 2 would increase from \$819,361.71 to \$835,036.71. The contract time and all other terms and conditions of the Agreement, as amended, would remain unchanged.

If you should have any questions or comments, please call us.

Sincerely,

BURK - KLEINPETER, INC.
ENGINEERS, PLANNERS, ENVIRONMENTAL

Henry M. Picard, III P.E., P.L.S.
Senior Vice President

Attachment: Lowe Engineers, LLC – Surveying Specs & Cost Proposal,
Mandeville Seawall Repairs Project Segment 2, revised August 17, 2026

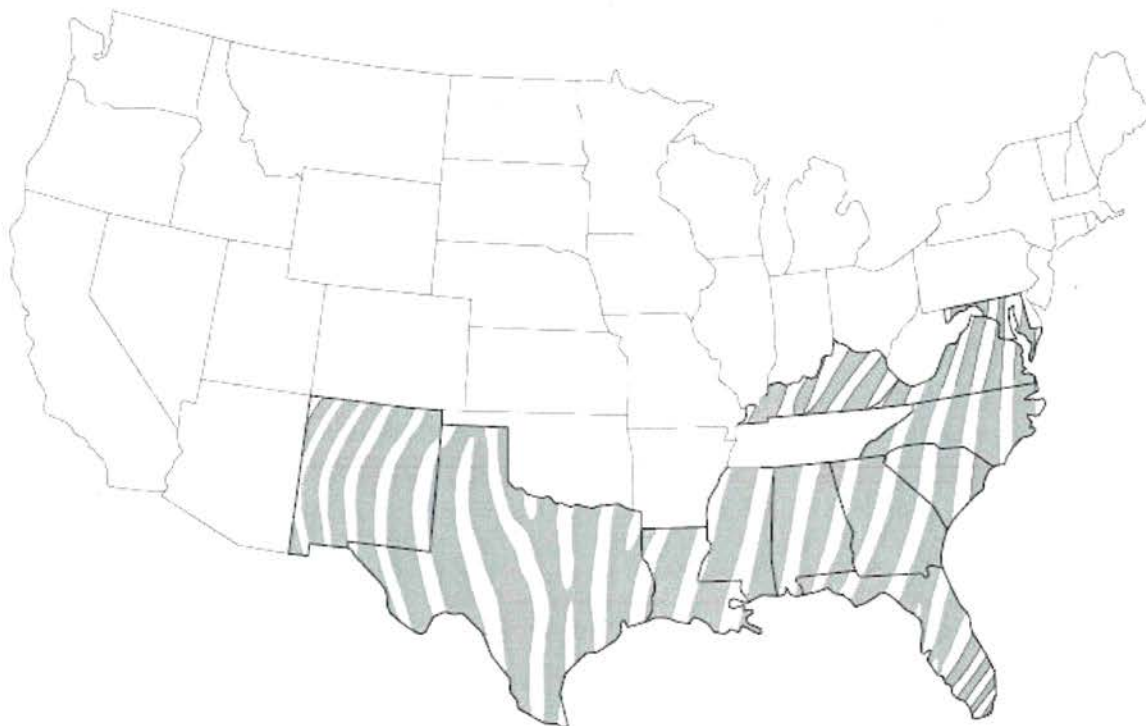


KENNER • MANDEVILLE



Providing Professional Land Surveying Services in the following states:

Louisiana, Mississippi, Arkansas, Georgia, Alabama, Florida, Virginia, North Carolina, South Carolina, Kentucky, Maryland, New Mexico, and Texas



Surveying Specs & Cost Proposal

For:
Mandeville Seawall Repairs Project Segment 2
Revised August 17, 2026
City of Mandeville, Louisiana

Requested By:
Rebecca J. Chopin, PE

With
Burk-Kleinpeter, Inc.

1011 North Causeway Blvd. Suite 34, Mandeville, Louisiana, 70471

Phone (985) 845-1012 * Fax (985) 845-1778

Email: john.bonneaut@loweengineers.com



VIA EMAIL ONLY

Project Understanding

City of Mandeville is seeking Surveying services needed to aid engineering efforts to the Seawall running along the shoreline of Lake Pontchartrain.

Scope of Work

The Scope of Work, which was provided to our office in email on August 3, 2026, is to provide a topographic survey showing trees, improvements, utilities, site grades, and limits of splash block. The limits are thirty feet from the landside edge of the seawall, plus the construction access locations shown on the attached scope provided Rebecca Chopin, PE. Additional survey work per phone conversations to clarify scope and additional survey work per phone conversation August 13, 2026 with Rebecca Chopin, PE.

Quote and timeframe for Survey

A quote for the above scope of work which includes the Topographic and CAD portions is going to be a lump sum of **\$12,250.00.**

The timeframe for starting project is 7 – 10 days after NTP is received. Completion with final deliverables 25 – 30 days after field work commences.

Additional survey work – gather soundings 50' intervals in Ravine Aux Coquilles from lake to Lakeshore Drive and include the centerline of wall/cap shots lump sum \$2,000.00.

Total lump sum \$14,250.00

Closing

We look forward to extending our professional surveying services to Burke-Kleinpeter, Inc. and being teammates on this project. As always, thank you for the opportunity.



John E. Bonneau, PLS
Project Manager

Date: 08/19/2026

1011 North Causeway Blvd. Suite 34, Mandeville, Louisiana, 70471

Phone (985) 845-1012 * Fax (985) 845-1778

Email: john.bonneaut@loweengineers.com

NO.24.007 - Mandeville Seawall Segment 2 (Survey, Lowe)

1 message

Rebecca Chopin <rjchopin@bkiusa.com>

Mon, Aug 3, 2026 at 2:11 PM

To: "tiffney.archer@loweengineers.com" <tiffney.archer@loweengineers.com>

Cc: Henry Picard <hpicard@bkiusa.com>

Tiffney,

Thank you for calling me back!

My name is Rebecca Chopin, and I'm an engineer with Burk-Kleinpeter, Inc. (BKI), working on the Mandeville Seawall Repairs Project, Segment 2, for the City of Mandeville, Louisiana (COM Proj. No. 100.21.019).

The City is considering the need for a survey performed within the project limits, generally covering the area along Lakeshore Dr. and the seawall from approximate Sta. 0+00 to Sta. 41+44.67 and would like to request a proposal from you. The limits are 30' from the landside edge of the seawall, plus the construction access locations, shown highlighted in red on the attached exhibit.

Specifically, we're requesting the following be located and surveyed:

- Trees, including trunk locations and dripline extents.
- Points of interest within the area, such as benches, gazebos, playground equipment, and any other permanent site features or amenities.
- Utilities such as water meters and fire hydrants
- Site grades/drainage inlets
- Limits of splash block

Please let me know how quickly you can prepare a proposal, how soon you could begin this work, and how long it would take to deliver the completed survey. That will help us determine whether this fits into our project schedule. Please let me know if you have any questions. I look forward to hearing from you!

Thank you,

Rebecca J. Chopin, PE

Civil Engineer | Project Manager

BURK-KLEINPETER, INC.*Century Proven, Community Driven*

2400 Veterans Memorial Blvd., Suite 310, Kenner, LA 70062

O.504.486.5901 D.504.483.6236 C.504.432.4824

bkiusa.com



Mandeville Seawall Segment 2 - Survey Request.pdf

4759K



John Bonneau <john.bonneau@loweengineers.com>

No. 24.007 - Mandeville Seawall Segment 2

1 message

John Bonneau <john.bonneau@loweengineers.com>
To: rjchopin@bkiusa.com

Mon, Aug 17, 2026 at 3:04 PM

Hi Rebecca,

Thank you for speaking with me last Thursday and clarifying the scope questions. Following a review of our numbers by our field coordinator, we can reduce the price for the initial scope to \$12,250.00.

Additionally, if we gather soundings every 50 feet in Ravine Aux Coquilles from the lake to Lake Shore Drive and include the centerline of the wall/cap shots, the additional cost would be \$2,000.00, bringing the total to \$14,250.00.

Please call if you have any questions or concerns.

Thanks,

John

John Bonneau
Professional Land Surveyor

loweengineers.com



Tiffney Archer <tiffney.archer@loweengineers.com>

RE: NO.24.007 - Mandeville Seawall Segment 2 (Survey, Lowe)

1 message

Rebecca Chopin <rjchopin@bkusa.com>
To: Tiffney Archer <tiffney.archer@loweengineers.com>
Cc: Henry Picard <hpicard@bkusa.com>

Thu, Aug 13, 2026 at 1:17 PM

Tiffney,

As discussed over the phone, would you be able to revisit your estimate and see if there is any way to come down on the price a little? I'm happy to discuss the scope of work further or answer any questions you might have, if that would help clarify costs to the City.

In addition, I would like to request that you add to the scope and cost estimate the gathering of soundings every 50 feet in Ravine Aux Coquilles, from the lake to Lakeshore Drive. Can you add that to the estimate?

Also, the City would like me to confirm with you that the survey would include the wall/cap centerline.

Thank you,

Rebecca J. Chopin, PE

Civil Engineer | Project Manager

BURK-KLEINPETER, INC.

Century Proven, Community Driven

2400 Veterans Memorial Blvd., Suite 310, Kenner, LA 70062

O. 504.486.5901 D.504.483.6236 C.504.432.4824

bkusa.com

From: Rebecca Chopin
Sent: Wednesday, August 5, 2026 11:43 AM
To: 'Tiffney Archer' <tiffney.archer@loweengineers.com>
Cc: Henry Picard <hpicard@bkusa.com>
Subject: RE: NO.24.007 - Mandeville Seawall Segment 2 (Survey, Lowe)

Thank you, Tiffney. I will pass this along to the City for consideration and let you know the outcome. Again, thank you for the quick response!

Rebecca J. Chopin, PE

Civil Engineer | Project Manager

BURK-KLEINPETER, INC.

Century Proven, Community Driven

2400 Veterans Memorial Blvd., Suite 310, Kenner, LA 70062

O. 504.486.5901 D.504.483.6236 C.504.432.4824

bkiusa.com

From: Tiffney Archer <tiffney.archer@loweengineers.com>
Sent: Wednesday, August 5, 2026 11:08 AM
To: Rebecca Chopin <rjchopin@bkiusa.com>
Cc: Henry Picard <hpicard@bkiusa.com>
Subject: Re: NO.24.007 - Mandeville Seawall Segment 2 (Survey, Lowe)

[**EXTERNAL EMAIL** - This email is from outside of Burk-Kleinpeter, Inc. Use caution when clicking on links or attachments.]

Good morning,

Attached is our formal proposal. Please let me know if you have any questions.

Thank you,

On Tue, Aug 4, 2026 at 5:19 PM Tiffney Archer <tiffney.archer@loweengineers.com> wrote:

Good afternoon,

The quote you requested is as follows:

Mandeville Seawall Segment 2

\$14,900.00

Attachment B

Burk-Kleinpeter, Inc. Engineering – Segment 1 Inspection Fee Adjustment Proposal
(dated September 11, 2026)

PRESIDENT & CEO
MICHAEL D. CHOPIN, PE



SENIOR VICE PRESIDENTS
RENÉ A. CHOPIN, III, PE
HENRY M. PICARD, III, PE, PLS

CORPORATE SECRETARY
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.

ENGINEERING · PLANNING · ENVIRONMENTAL

VICE PRESIDENT
DAVID E. BOYD, PE

2400 VETERANS MEMORIAL BLVD., SUITE 310, KENNER, LA 70062
TELEPHONE (504) 486-5901

WWW.BKIUSA.COM

Over 100 years of service

September 11, 2026

Mr. Clifton Sivard
City of Mandeville
1100 Mandeville High Blvd.
Mandeville LA 70448

Re: Old Mandeville Seawall – Segment 1
Resident Inspection Fee Adjustment
BKI No. NO.24.007

Dear Keith:

Our Resident Inspection budget was last adjusted under Amendment No. 1, which was based upon an estimated construction completion date of September 29, 2026. The current estimated completion date is February 19, 2027. We have prepared a spreadsheet with estimated number of Resident Inspection days to complete the project. We have included the current budget amount, the dollars expended through August 2026, and the requested resident inspection budget adjustment. The adjusted resident inspection budget has been and will be on a Not To Exceed Hourly Rate.

If you should have any questions or comments, please call us.

Sincerely,

BURK - KLEINPETER, INC.
ENGINEERS, PLANNERS, ENVIRONMENTAL

A handwritten signature in blue ink, appearing to read "H M Picard III", is written over a faint, larger blue ink signature that appears to read "Henry M. Picard, III".

Henry M. Picard, III P.E., P.L.S.
Senior Vice President



Mandeville Seawall Segment 1 Resident Inspection Extra Work

Contract Budget (Amendment No. 1): \$ 214,433.50

Invoiced Through August 2026: \$ 199,944.75

Balance: \$ 14,488.75

Contractor Estimated Completion: February 19, 2027

Month	Work Days	Hrs/day	Hours	Rate	Monthly Budget
Sep	21	8	168	\$ 86.50	\$ 14,532.00
Oct	22	8	176	\$ 86.50	\$ 15,224.00
Nov	19	8	152	\$ 86.50	\$ 13,148.00
Dec	21	8	168	\$ 86.50	\$ 14,532.00
Jan	20	8	160	\$ 86.50	\$ 13,840.00
Feb	19	8	152	\$ 86.50	\$ 13,148.00

Required Funding: \$ 84,424.00

Less Balance: \$ (14,488.75)

Required Fee Adjustment: \$ 69,935.25

ORD 26-30

THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER DISCON; MOVED FOR ADOPTION BY COUNCIL MEMBER _____, SECONDED FOR ADOPTION BY COUNCIL MEMBER _____.

ORDINANCE NO. 26-30

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE PROPOSED LOT 2B; A PORTION OF LOT 2 SQUARE 47 OF THE TOWN OF MANDEVILLE, ST TAMMANY PARISH, STATE OF LOUISIANA FROM B3 TO TOWN CENTER (TC); AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Comprehensive Land Use Regulation Ordinance (CLURO) authorizes the City Council of the City of Mandeville to consider zoning changes to properties to a different zoning district after referring for evaluation by the Zoning Commission who will make a recommendation of action to the City Council and the City Council will take action as outlined in the zoning amendment procedure provisions of the CLURO;

WHEREAS, the property to be rezoned is described the proposed Lot 2B, being a portion of Lot 2 Square 47 of City of Mandeville, St. Tammany Parish, State of Louisiana as per the survey prepared by Lowe Engineers dated July 15, 2026;

WHEREAS, L3 Builds, LLC, duly organized, validly existing and in good standing under the laws of the State of Louisiana, purchased the related property on March 4, 2022;

WHEREAS, Lot 2 Square 47 of the Town of Mandeville is currently zoned B3, and L3 Builds, LLC, has requested to subdivide Lot 2 Square 47 of the Town of Mandeville and rezone a new portion of said lot ("proposed Lot 2B") from its current zoning of B3 to Town Center (TC) in order to match neighboring lots;

WHEREAS, the City Council has received a report and recommendation from the Zoning Commission in furtherance of the zoning amendment procedures and has held a public hearing and called for a vote on the proposed zoning amendment.

BE IT ORDAINED by the City Council of the City of Mandeville that the proposed Lot 2B of Lot 2 Square 47 as shown in the enclosed Survey and described below shall hereafter be zoned as Town Center (TC):

LEGAL DESCRIPTION OF 0.09 ACRES

A CERTAIN PIECE OR PORTION OF LAND SITUATED IN SQUARE 47, TOWN OF MANDEVILLE, GREENSBURG LAND DISTRICT, ST. TAMMANY PARISH, LOUISIANA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, WITH SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF LIVINGSTON STREET, THENCE LEAVING SAID RIGHT-OF-WAY, RUN NORTH 29 DEGREES 07 MINUTES 34 SECONDS EAST FOR A

DISTANCE OF 192.23 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, CONTINUE NORTH 29 DEGREES 07 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE RUN SOUTH 60 DEGREES 11 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 64.81 FEET TO A POINT; THENCE RUN SOUTH 29 DEGREES 19 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE RUN NORTH 60 DEGREES 11 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 64.60 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.09 ACRES MORE OR LESS.

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 _____, 2026.

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
PAT ROSENOW
KAREN GAUTREAUX
NICOLAS CRESSY

CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE LOT 2B, SQUARE 49, TOWN OF MANDEVILLE, CITY OF MANDEVILLE

The City Council introduced Ordinance 26-30 on JULY 23, 2026, to rezone proposed lot 2B, Square 49. The property is currently zoned B-3 Old Mandeville Business District. The property is approximately .0 acres (3,888 sq ft), in accordance to a survey by LOWE Engineers, dated July 15, 2026. Ordinance 26-30.

The Zoning Commission held a work session on Tuesday, August 11, 2026, and a voting meeting on Tuesday, August 25, 2026, for case Z24-03-02. The applicant is requesting to create a new lot and rezone the new lot to TC-Town Center. The resubdivision request was approved by the Planning Commission at the August 11 meeting. The applicant is requesting to create a parcel that is identical to the parcel to the west, Lot 47-C-1E (Survey by John Cummings).

As part of the procedure for Zoning Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 5-1 in favor of the rezoning.

Attachments:

P&Z Staff Report
Survey

CASE SUMMARY SHEET

CASE NUMBER: Z26-08-01
DATE RECEIVED: July 15, 2026
DATE OF MEETING: August 11, 2026 and August 25, 2026

Address: Square 47 Lot 2
Subdivision: Old Town of Mandeville, Square 47 Lot 2
Zoning District: B-3 - Old Mandeville Business District
Property Owner: L3 Builds, LLC

REQUEST: Z26-08-01 – L3 Builds, LLC requests the rezoning of proposed Lot 2B designated as B-3 - Old Mandeville Business District to TC - Town Center District, City of Mandeville, Square 47 Portion of Lot 2, B-3 - Old Mandeville Business District, Square 47 Portion of Lot 2, Ord 26-30

CASE SUMMARY: Rezone a portion of a lot from B-3 to TC

The applicant owns the proposed Lot 2B, being the rear portion of Lot 2, Square 47 located on the north side of Livingston St., south of Woodrow St., west of Girod St., and east of Lafitte St. The proposed lot measures 60’ x 64’ per a survey prepared by Lowe Engineers and dated 7.15.2026. The property is currently unimproved.

The applicant is requesting to rezone the area of proposed Lot 2 from the current B-3 Zoning to TC Town Center zoning.

CLURO SECTIONS:

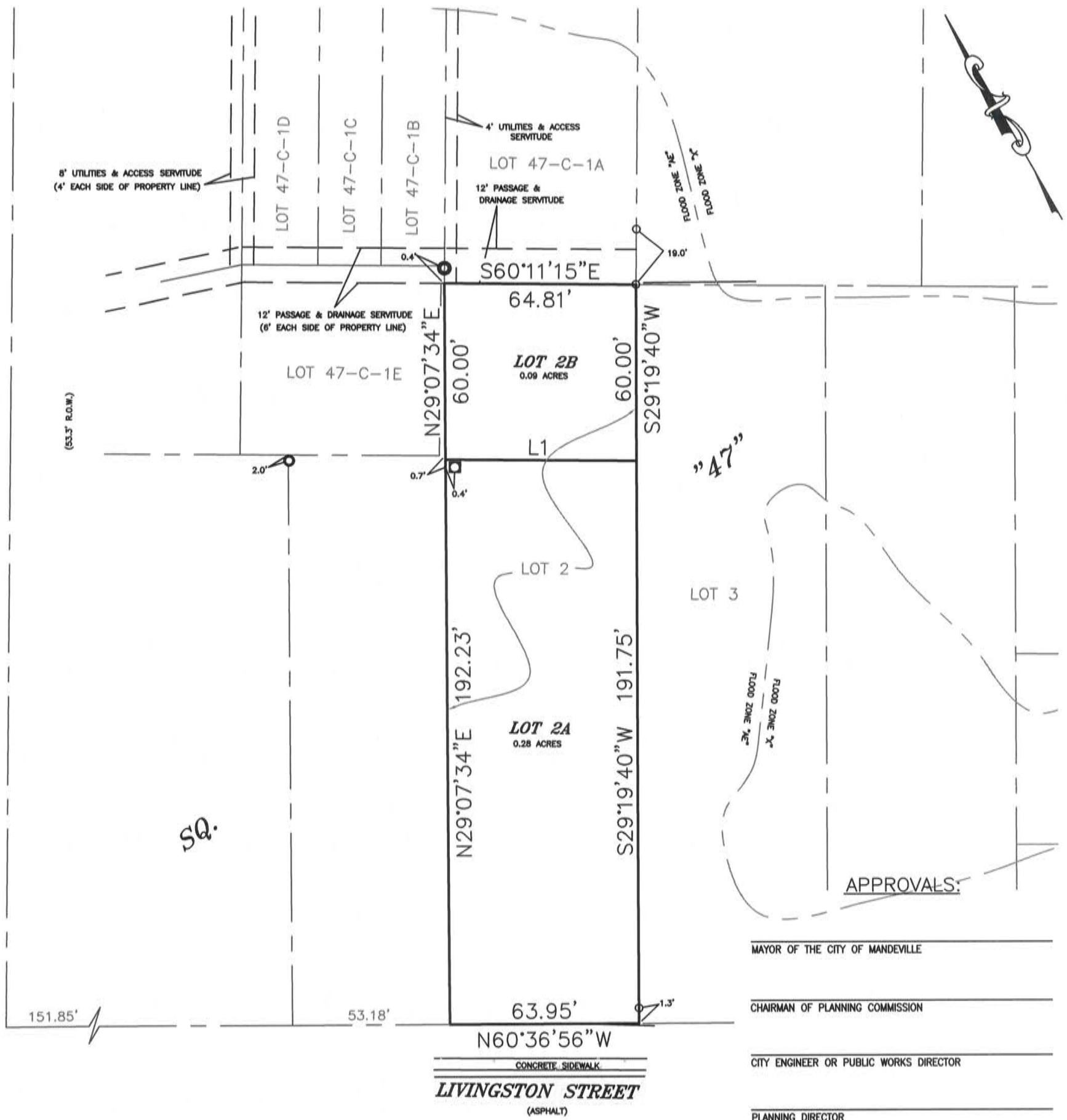
7.5.10.1. Purpose of the B-3 Old Mandeville Business District

The purpose of the B-3 Old Mandeville Business District shall be to provide a district that acknowledges the historic character of the area and the pedestrian orientation of the neighborhood by continuing to combine a mix of small scale residential, civic, commercial, service and office establishments that are relatively compatible with residential uses within and abutting the district. Lot sizes, setbacks, parking and landscaping requirements shall be more flexible to address the unique characteristics of an area substantially developed as a commercial district with smaller lots and greater development densities than newer areas of the City. Tree preservation and appropriate plantings in public and private spaces are key objectives within the B-3 district.

7.5.18.1. Purpose of the Town Center District

1. The purpose of the Town Center District (TC) is to develop an identifiable center of the City of Mandeville with the Trailhead as its nucleus. Its intent is to further define a sense of community and to promote and develop the culture, history, and environment of Mandeville for the betterment of the City. This fully realized Town Center will incorporate a planned and architecturally enhanced area, including, but not limited to, building orientation, scale and human relationship, streetscape, vehicular and pedestrian movement, services and utilities, and uses necessary to develop the overall fabric of a Town Center.
2. The area encompassed by this district shall include not only that area adjacent to the Trailhead, but may include additional properties designated as critical to the integration of the Town Center into the community.
3. The TC District standards shall apply to new building construction, renovations, and modifications that require a building permit and which are located within the designated boundaries of said district.
4. In order to achieve an identifiable Town Center, the following objectives shall be addressed:
 - a. Human scale, realized by building orientation, setback, height and articulation.
 - b. Streetscape, including parking, sidewalks, lighting, signs, landscaping, utilities and amenities.
 - c. Applicable elements of Old Mandeville and St. Tammany Parish will serve as a model for implementation to the district requirements and restrictions, as identified with the assistance of the City’s Design Consultants.





LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	64.60'	S60°11'15"E

COPYRIGHT © 2026
ALL RIGHTS RESERVED
LOWE ENGINEERS, LLC

BUILDING SETBACKS:
FRONT: N/A
SIDE: N/A
SIDE STREET: N/A
REAR: N/A

REFERENCE SURVEY:
A survey by this firm with survey no.
22-140211 dated 5-26-22.

BASIS FOR BEARINGS:
The Reference Survey.

NOTE: Setback lines shall be verified by owner or contractor prior to any construction, as an abstract has not been performed by the undersigned.

NOTE: Servitudes shown hereon are not necessarily exclusive. Servitudes of record as shown on title opinion or title policy will be added hereto upon request, as surveyor has not performed any title search or abstract.

NOTE: This is to certify that I have done an actual ground survey and found that no encroachments exist either way across any property lines except as shown.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND CONTROL; AND THAT THE SURVEY WAS DONE ON THE GROUND AND IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" AS ADOPTED BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR A CLASS C SURVEY.

A RESUBDIVISION MAP OF
LOT 2, SQUARE 47, TOWN OF MANDEVILLE
into
LOTS 2A & 2B, SQUARE 47, TOWN OF MANDEVILLE
City of Mandeville, Greensburg Land District, St. Tammany Parish, Louisiana
for
L 3 BUILDS, L.L.C.

FLOODZONE NOTE: This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described is located in Flood Zone(s) "AE" with a Base Flood Elevation of 9' in accordance with Community Panel No. 220202 0427 D Revised: MAY 16, 2012

This Survey is Certified
True and Correct By

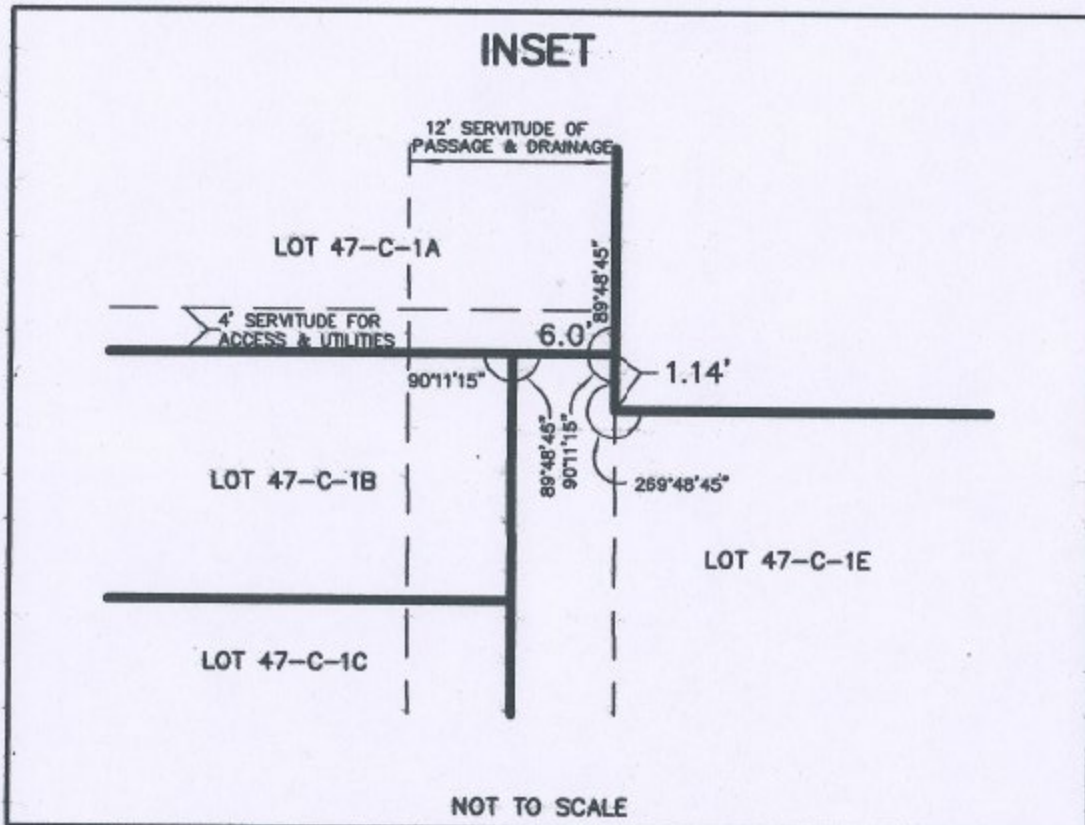
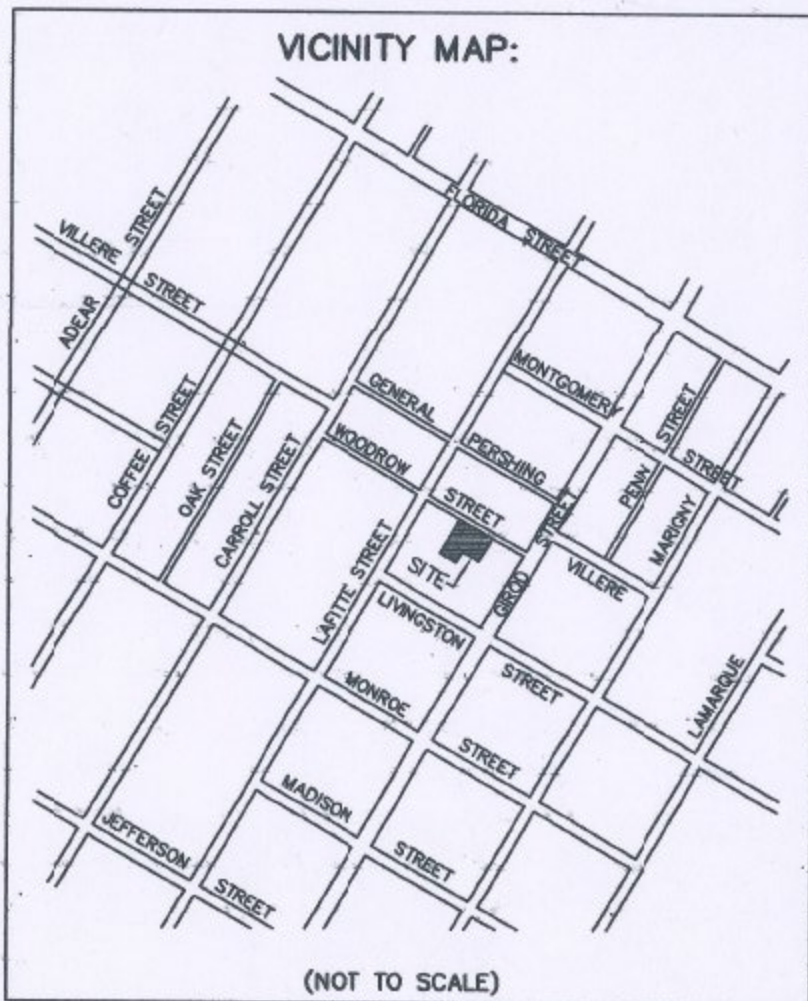
LOWE
ENGINEERS

Professional Land Surveyors
Planners and Consultants
1011 NORTH CAUSEWAY BLVD., SUITE 34
MANDEVILLE, LA 70471
OFFICE NO. (985)845-1012
FAX NO. (985)845-1778
www.loweengineers.com
e-mail: MandevilleTeam@loweengineers.com

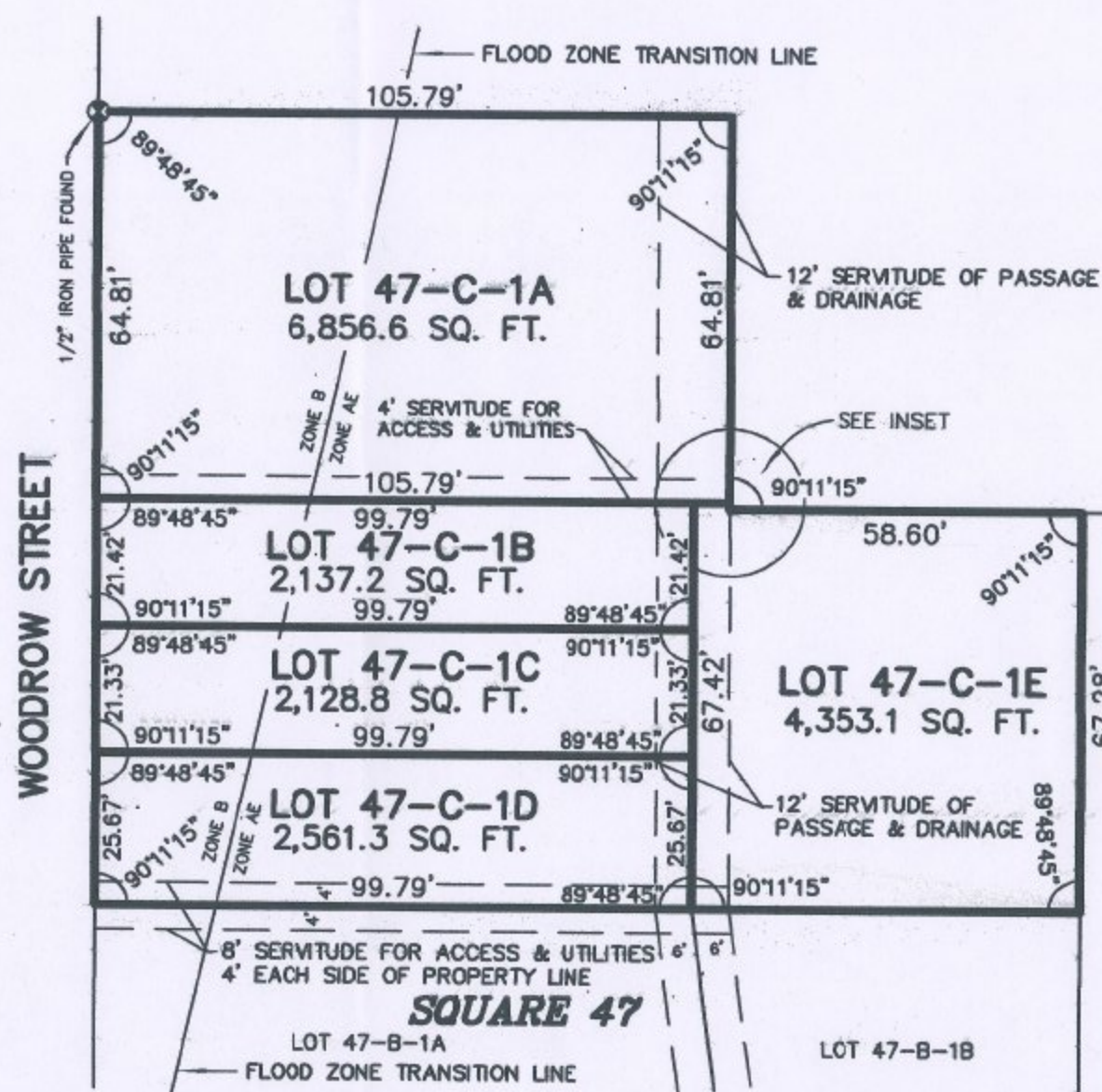
Survey No. 22-140211A
Date: JULY 15, 2026
Drawn by: SPH
Scale: 1" = 40'
Revised:

ELIMINARY

John E. Bonneau
Professional Land Surveyor
Registration No. 4423



GIROD STREET (SIDE)



LAFITTE STREET (SIDE)

LOT 47-C-1A

A CERTAIN PIECE OR PARCEL OF GROUND TOGETHER WITH ALL RIGHTS, WAYS, SERVITUDES, MEANS, AND APPURTENANCES AS DESCRIBED AS LOT 47-C-1A, AS SHOWN ON SURVEY BY JOHN G. CUMMINGS & ASSOCIATES, DATED 9-16-2015, AND MORE PARTICULARLY DESCRIBED PROPERTY DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF LAFITTE STREET AND THE SOUTHERLY LINE OF WOODROW STREET, STREET, THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 201.84' TO THE POINT OF BEGINNING,

THENCE CONTINUE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 64.81'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 105.79'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 64.81'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 105.79' TO THE POINT OF BEGINNING, CONTAINING 6,856.6 SQUARE FEET. THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A 12' SERVITUDE OF PASSAGE & DRAINAGE AND A 4' SERVITUDE FOR ACCESS & UTILITIES AS SHOWN ON THE ABOVE REFERENCED SURVEY AND LIKewise ENJOYS SAID SERVITUDE OF PASSAGE ACROSS ALL NEW LOTS WITHIN THIS SUBDIVISION AND ALL EXISTING LOTS OF ORIGINAL SUBDIVISION.

LOT 47-C-1B

A CERTAIN PIECE OR PARCEL OF GROUND TOGETHER WITH ALL RIGHTS, WAYS, SERVITUDES, MEANS, AND APPURTENANCES AS DESCRIBED AS LOT 47-C-1B, AS SHOWN ON SURVEY BY JOHN G. CUMMINGS & ASSOCIATES, DATED 9-16-2015, AND MORE PARTICULARLY DESCRIBED PROPERTY DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF LAFITTE STREET AND THE SOUTHERLY LINE OF WOODROW STREET, STREET, THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 180.22' TO THE POINT OF BEGINNING,

THENCE CONTINUE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 21.42'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 99.79'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 21.42'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 99.79' TO THE POINT OF BEGINNING, CONTAINING 2,137.2 SQUARE FEET. THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A 12' SERVITUDE OF PASSAGE & DRAINAGE AS SHOWN ON THE ABOVE REFERENCED SURVEY AND LIKewise ENJOYS SAID SERVITUDE OF PASSAGE ACROSS ALL NEW LOTS WITHIN THIS SUBDIVISION AND ALL EXISTING LOTS OF ORIGINAL SUBDIVISION.

LOT 47-C-1C

A CERTAIN PIECE OR PARCEL OF GROUND TOGETHER WITH ALL RIGHTS, WAYS, SERVITUDES, MEANS, AND APPURTENANCES AS DESCRIBED AS LOT 47-C-1C, AS SHOWN ON SURVEY BY JOHN G. CUMMINGS & ASSOCIATES, DATED 9-16-2015, AND MORE PARTICULARLY DESCRIBED PROPERTY DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF LAFITTE STREET AND THE SOUTHERLY LINE OF WOODROW STREET, STREET, THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 158.89' TO THE POINT OF BEGINNING,

THENCE CONTINUE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 21.33'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 99.79'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 21.33'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 99.79' TO THE POINT OF BEGINNING, CONTAINING 2,128.8 SQUARE FEET. THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A 12' SERVITUDE OF PASSAGE & DRAINAGE AS SHOWN ON THE ABOVE REFERENCED SURVEY AND LIKewise ENJOYS SAID SERVITUDE OF PASSAGE ACROSS ALL NEW LOTS WITHIN THIS SUBDIVISION AND ALL EXISTING LOTS OF ORIGINAL SUBDIVISION.

LOT 47-C-1D

A CERTAIN PIECE OR PARCEL OF GROUND TOGETHER WITH ALL RIGHTS, WAYS, SERVITUDES, MEANS, AND APPURTENANCES AS DESCRIBED AS LOT 47-C-1D, AS SHOWN ON SURVEY BY JOHN G. CUMMINGS & ASSOCIATES, DATED 9-16-2015, AND MORE PARTICULARLY DESCRIBED PROPERTY DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF LAFITTE STREET AND THE SOUTHERLY LINE OF WOODROW STREET, STREET, THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 133.22' TO THE POINT OF BEGINNING,

THENCE CONTINUE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 25.67'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 99.79'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 25.67'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 99.79' TO THE POINT OF BEGINNING, CONTAINING 2,561.3 SQUARE FEET. THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A 12' SERVITUDE OF PASSAGE & DRAINAGE AND A 4' SERVITUDE FOR ACCESS & UTILITIES AS SHOWN ON THE ABOVE REFERENCED SURVEY AND LIKewise ENJOYS SAID SERVITUDE OF PASSAGE ACROSS ALL NEW LOTS WITHIN THIS SUBDIVISION AND ALL EXISTING LOTS OF ORIGINAL SUBDIVISION.

LOT 47-C-1E

A CERTAIN PIECE OR PARCEL OF GROUND TOGETHER WITH ALL RIGHTS, WAYS, SERVITUDES, MEANS, AND APPURTENANCES AS DESCRIBED AS LOT 47-C-1E, AS SHOWN ON SURVEY BY JOHN G. CUMMINGS & ASSOCIATES, DATED 9-16-2015, AND MORE PARTICULARLY DESCRIBED PROPERTY DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF LAFITTE STREET AND THE SOUTHERLY LINE OF WOODROW STREET, STREET, THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WOODROW STREET 268.45'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 105.79'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 65.95' TO THE POINT OF BEGINNING,

THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 58.60'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 67.28'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 64.81'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 67.42'; THENCE AT AN INTERIOR ANGLE OF 89°48'45" MEASURE 6.0'; THENCE AT AN INTERIOR ANGLE OF 90°11'15" MEASURE 1.14' TO THE POINT OF BEGINNING, CONTAINING 4,353.1 SQUARE FEET. THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO A 12' SERVITUDE OF PASSAGE & DRAINAGE AS SHOWN ON THE ABOVE REFERENCED SURVEY AND LIKewise ENJOYS SAID SERVITUDE OF PASSAGE ACROSS ALL NEW LOTS WITHIN THIS SUBDIVISION AND ALL EXISTING LOTS OF ORIGINAL SUBDIVISION.

REFERENCE SURVEY:

Survey for M.L. Waller by Thomas J. Fontcuberta, Surveyor, dated September 14, 2004, filed St. Tammany Parish Clerk of Court Map File No. 3606D.

NOTES:

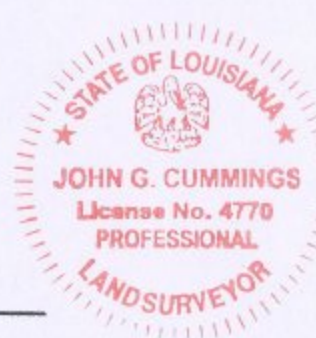
1. This property is located in Flood Zones AE & B, per F.E.M.A. Map No. 2202020427D, dated May 16, 2012.

2. Iron Corners or Crosses will be placed upon approval.

THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND/OR RESTRICTIONS HAVE BEEN SHOWN HEREON. ANY SERVITUDES AND/OR RESTRICTIONS SHOWN ON THIS PLAT ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION AND/OR INFORMATION FURNISHED TO THE UNDERSIGNED. A TITLE OR PUBLIC RECORD SEARCH FOR SUCH INFORMATION WAS NOT MADE BY THE UNDERSIGNED IN COMPLYING DATA FOR THIS SURVEY.

THIS PLAT REPRESENTS A PHYSICAL SURVEY MADE ON THE GROUND BY ME, OR THOSE UNDER MY DIRECTION, AND IS IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE AND BEARS A CLASS C SURVEY.

JOHN G. CUMMINGS, P.L.S.



DEDICATION:

OWNERSHIP OF EACH OF THE LOTS SHOWN HEREON INCLUDES THE RIGHT OF USE AND AN EASEMENT OF NON-EXCLUSIVE SERVITUDE OF PASSAGE IDENTIFIED HEREON AS "12' SERVITUDE OF PASSAGE & DRAINAGE" AND SUCH RIGHT OF USE AND SERVITUDE OF PASSAGE SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE OF EVERY LOT.

OWNER

APPROVAL:

David Miller
MAYOR OF THE CITY OF MANDEVILLE

Debra Scott
CITY PLANNER

Rebecca
CHAIRMAN OF THE PLANNING COMMISSION

David
CITY ENGINEER/PUBLIC WORKS DIRECTOR

Dy Shana Ness
CLERK OF COURT

10-12-2017
DATE FILED

Shana Hess, Deputy Clerk
5661 B
FILE NO.

John G. Cummings & Associates

PROFESSIONAL LAND SURVEYORS

503 N. JEFFERSON AVE. COVINGTON, LOUISIANA 70433 (985) 892-1549

PLAT PREPARED FOR: **Trace Units, LLC**

SHOWING A SURVEY OF: A RESUBDIVISION OF LOT 47-C-1 INTO LOTS 47-C-1A, 47-C-1B, 47-C-1C, 47-C-1D & 47-C-1E, SQUARE 47, CITY OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA.

SCALE:
1" = 30'

DATE:
9-16-15

JOB NO.
06142-A1

REVISED:

R15-09-02

CASH SALE

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 4th day of March, 2022, before me, a Notary Public for the Parish of , State of Louisiana, and in the presence of the subscribing witnesses personally appeared:

THE SUCCESSION OF ELLIOT L. MANINT, JR. (TIN#XXX138539) herein represented by Mable Leblanc Manint, Independent Executrix, per Letters of Independent Administration, attached hereto and made a part hereof, having a mailing address of 321 S. Greenwood Avenue, Palatine, Illinois 60074; herein represented by Eric R. Bissel, by virtue of Power of Attorney to Sell, original of which is attached hereto and made a part hereof;

hereinafter referred to as **VENDOR**, who declared that for the price of **One Hundred Eighty-Five Thousand and 00/100 (\$185,000.00)*** cash, receipt of which is hereby acknowledged, **VENDOR** does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty **VENDOR** may have, unto:

L 3 BUILDS, LLC(TIN#XXX072446) a Limited Liability Company, duly organized, validly existing and in good standing under the laws of the State of Louisiana, appearing herein through, Layton J. Fernandez, III, it's sole Member/Manager by virtue of that certificate of authority attached hereto and made a part hereof, having a mailing address of 635 Lafitte Street, Apt. #4, Mandeville, Louisiana 70448.

hereinafter called **VENDEE**, the following described property, the possession and delivery of which **VENDEE** acknowledges:

THAT CERTAIN PORTION OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in the **TOWN OF MANDEVILLE**, Parish of St. Tammany, State of Louisiana in **SQUARE 47** bounded by Livingston, Gerard, Villere and Lafitte Streets designated as **LOT NUMBER 2** on a plat of survey by Joseph Pugh, Surveyor, dated July 15, 1943 which said lot lies at a distance of 266.45 feet from the corner of Livingston and Gerard Streets and measures thence 63.95 feet front on Livingston Street, the same width in the rear by a depth of 250.46 feet between parallel lines.

Being the same property acquired by Elliot L. Manint, Jr. from Elliot L. Manint, Sr. by Act of Donation dated July 25, 1994 and recorded at Instrument Number 914688 in the official records of St. Tammany Parish, Louisiana.

Further being property acquired by The Succession of Elliot L. Manint, Jr, in Proceedings No. 30996-Division "E", 22nd Judicial District Court for the Parish of St. Tammany by Letters of Testamentary dated September 22, 2021 in the official records of St. Tammany Parish, Louisiana.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

The parties are aware that no survey has been made with this transaction and hereby release and relieve Geaux Title and me, Notary, from any and all liabilities which might have been disclosed by a current survey.

Any and all restrictive covenants, servitudes, building set back lines, rights of way, greenbelts, dedications location of wetlands, greenspaces and recreation areas, flood zone designations and elevations, location of detention ponds and utility drainage and access servitude and driveway culvert data all as they appear in the chain of title and on the plan of subdivision for Town of Mandeville filed with the Clerk of Court for St. Tammany, State of Louisiana.

Any prior reservation or covenants, together with release of damages of minerals, of every kind and character, including but not limited to gas, oil, sand and gravel in, on and under subject property.

Notary takes no responsibility as to any adverse possessory rights, deficiency of quantity of land, boundary line disputes, unrecorded servitudes, easements or encumbrances, or any such other matters as would be determined by an actual survey and physical inspection of the premises.

SUCCESSION

OF

ELLIOT L. MANINT, JR

NO. 2021- 30996 DIV. " E "

22ND JUDICIAL DISTRICT COURT

ST TAMMANY PARISH

STATE OF LOUISIANA

LETTERS TESTAMENTARY

To whom all these Presents shall come, Greeting:

WHEREAS MABLE LEBLANC MANINT has been affirmed and appointed as the Independent Executrix of the Succession of the Louisiana Ancillary Succession Proceedings for the Succession of ELLIOT L. MANINT, JR. on the 22nd day of September, 2021:

NOW KNOW YE, that the said MABLE LEBLANC MANINT has been appointed the INDEPENDENT EXECUTRIX of the Louisiana Ancillary Succession of ELLIOT L. MANINT, JR. and that she is hereby authorized and empowered to collect all of the goods and effects of the decedent MABLE LEBLANC MANINT and to do all other lawful acts necessary and appropriate to the office of the INDEPENDENT EXECUTRIX of the ANCILLIARY SUCCESSION of ELLIOT L. MANINT, JR.

IN WITNESS WHEREOF, these LETTERS of INDEPENDENT TESTAMENTARY are issued in the name and under the Seal of the Twenty-Second Judicial District Court for the Parish of St. Tammany, State of Louisiana this 22nd day of September, 2021.



Deputy Clerk
22nd Judicial District Court
Parish of St. Tammany
State of Louisiana

A TRUE COPY


DY. CLERK 22nd Jud. Dist. Court
ST. TAMMANY PARISH, LA.

Tracey Graham, Deputy Clerk

POWER OF ATTORNEY
TO SELL REAL ESTATE

UNITED STATES OF AMERICA

BY: MABLE LEBLANC MANINT

STATE OF ILLINOIS

TO: ERIC R. BISSEL

 COUNTY

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the
County of COOK, State of Illinois, personally came and appeared:

MABLE LEBLANC MANINT, a person of the full age of majority,
appearing herein solely in her authority as the Independent Executrix
of the Succession of ELLIOT L. MANINT, JR. bearing number 2021-
30996 Division E of the Twenty-Second Judicial District Court for the
Parish of St. Tammany, State of Louisiana, whose mailing address is
321 South Greenwood Avenue, Palatine, Illinois 60074

hereinafter referred to as "Appearer," who does hereby make, name, ordain, constitute, and
appoint in Appearer's place and stead:

ERIC R. BISSEL

sometimes hereinafter referred to as "Agent," to be Appearers's agent and attorney in fact, and
by these presents giving unto said agent all special powers necessary and proper, with absolute
full and unlimited power and authority for and in the name of Appearer and Appearer's behalf in
his capacity as the duly qualified Independent Administrator of the Succession of ELLIOT L.
MANINT, JR. to sell, transfer, convey and deliver, with warranty as to title only, and with full
substitution and subrogation in and to all of the rights of warranty which said succession has or
may have against all preceding owners and vendors, for a cash price in the amount of ONE
HUNDRED EIGHTY FIVE THOUSAND and no/100 (\$185,000.00) DOLLARS, **to be paid in
certified funds** under any such terms and conditions which agent shall deem fit and proper, the
following described property, to wit:

ONE CERTAIN LOT OF GROUND with all of the improvements
thereon and all of the rights, ways, privileges, servitudes, and advantages
thereunto belonging situated in the Town of Mandeville, Parish of St.
Tammany, State of Louisiana in Square 47 bounded by Livingston, Gerard,
Villere and Lafitte Streets designated as Lot No. 2 on a plat of survey by
Joseph Pugh Surveyor, dated July 15, 1943 which said lot lies
at a distance of 266.45 feet from the corner of Livingston and
Gerard Streets and measures thence 63.95 feet front on Livingston
Street, the same width in the rear by depth of 250.46 feet between
parallel lines.

Being the same property acquired by ELLIOT L. MANINT, JR. from

ELLIOT L. MANINT, SR. by Act of Donation dated July 25, 1994
recorded as original instrument number 914688 of the official records
of the Clerk of Court for the Parish of St. Tammany, State of Louisiana.

Said property has been assigned Assessment Number 114-029-0289 by
the Assessor of the Parish of St. Tammany, State of Louisiana.

It is specifically understood that this Power of Attorney to sell real estate contemplates a
conveyance with warranty as to title only, with a waiver by the purchaser(s) of all rights of
redhibition and warranty as to any improvements situated upon said property.

Appearer MABLE LEBLANC MANINT, in her sole capacity as Independent Executrix
of the Succession of ELLIOT L. MANINT, JR. does hereby further authorize said agent to
appear before any notary public to do any and all things the said agent, in his sole and
uncontrolled discretion, deems necessary or proper in connection therewith. Said Independent
Executrix herein further gives and grants agent ERIC R. BISSEL as attorney-in-fact, the full and
complete power to perform any and all acts necessary and proper as fully as said Independent
Executrix could do if she were personally present and acting for her own behalf.

THUS DONE AND PASSED at the Town Palatine, County of
COOK, State of Illinois on the 22 day of February, 2022, in the
presence of the two undersigned competent witnesses, who hereunto sign their names with said
appearer and me, Notary, after a full reading of the whole.

WITNESSES:

Patricia A. Keane
Printed Name of Witness: PATRICIA A. KEANE

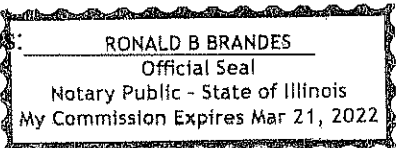
Mable LeBlanc Manint
MABLE LEBLANC MANINT

Michael K. Keane
Printed Name of Witness: Michael K. Keane

NOTARY PUBLIC

Printed Name of Notary: Ronald Brandes
Illinois Bar Roll No. _____ OR Georgia Notarial No. _____

My Notarial Commission Expires:



SEAL:



Page Two of Two Pages

Any minerals or mineral rights leased, granted or retained by current or prior owners.

Extant and subsisting subsurface mineral rights, if any, of whatever nature.

Encroachments, boundary disputes, overlaps, rights of parties in possession, party walls, servitudes and other adverse matters, if any, as would be disclosed on a current accurate survey and inspection of the subject property.

Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Road, ways, streams, or easements, or claims of easements, if any, not shown by the public records, riparian rights and the title any filled-in lands.

Loss or damage arising from failure to produce a certified copy of a valid divorce decree between parties and any community interest in the property in the event the parties are not validly divorced.

The restrictive covenants recorded in the official records of St. Tammany Parish, Louisiana, but deleting any covenant, condition or restriction, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that such covenants, conditions, or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons; also deleting any covenant, condition, or restriction if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that such covenants, conditions or restrictive violate 42 USC 3604 (c).

Subject to all previously recorded building restrictions, servitudes, building set back lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

VENDEE reserves all oil, gas and mineral rights in, under or pertaining to the property herein conveyed. Surface operations of any kind or nature whatsoever in connection with said mineral reservation are specifically prohibited.

It is understood by the parties hereto that the VENDOR herein makes no warranty as to soil conditions on the lot herein conveyed, the warranty referred to herein being restricted in its interpretation to warrant solely as to marketability of title.

VENDEE REPRESENTS TO VENDOR THAT VENDEE HAS MADE A THOROUGH INSPECTION OF AND IS FAMILIAR WITH THE PROPERTY AND THE IMPROVEMENTS THEREON SOLD HEREIN. VENDEE AND VENDOR AGREE AND STIPULATE THAT THE PROPERTY SOLD HEREIN, INCLUDING THE IMPROVEMENTS LOCATED THEREON, ARE SOLD IN AND "AS IS" CONDITION WITHOUT ANY WARRANTY AGAINST REDHIBITORY VICES AND DEFECTS (NOT FIT FOR THE USES INTENDED) NOT EVEN FOR A RETURN OF THE PURCHASE PRICE AND WITHOUT ANY REPRESENTATIONS OF WARRANTY (OTHER THAN WARRANTY OF TITLE), EXPRESS OR IMPLIED, WHATSOEVER OF ANY KIND AS TO ANY MATTER. VENDEE HEREBY WAIVES ANY AND ALL RIGHTS VENDEE MAY HAVE IN CONNECTION THEREWITH. VENDEE AND VENDOR ACKNOWLEDGE THAT THIS PROVISION HAS BEEN NEGOTIATED BETWEEN THEM. VENDEE UNDERSTANDS THE MEANING AND SIGNIFICANCE OF THIS PROVISION AND VENDEE AND VENDOR ACKNOWLEDGE AND AGREE THAT THE SALES PRICE AND TERMS AND CONDITIONS OF THE SALE WERE ESTABLISHED BY THEM AFTER HAVING TAKEN INTO ACCOUNT THE PRESENT CONDITION OF THE PROPERTY SOLD HEREIN.

*The sales price recited herein does not necessarily reflect discounts or other concessions made by the VENDOR to the VENDEE.

All parties signing the within instrument have declared themselves to be of full legal capacity. The certificate of mortgages required by Article 3361 of the revised Civil Code of Louisiana is dispensed with by the parties. Taxes for the current year shall be paid by the PURCHASER herein when said taxes become due. Purchaser(s) and seller(s) agree that should any proration needed to adjust taxes due to variances in property description, assessed value, homestead exemption or millage rate(s) will be made between purchaser(s) and seller(s) and do hereby hold harmless GEAUX TITLE, CO., LLC and their employees AND/OR LEE R. MILLER, JR. AND/OR KATHRYN BEAUCOUDRAY from any liability or responsibility in connection herein. All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the VENDEE, his/her heirs and assigns shall have and hold the described property in full ownership forever.

CERTIFICATE OF LIMITED LIABILITY COMPANY MEMBER

PURSUANT TO L.A. R.S. 12:1305 © (5)

The undersigned, a managing member/members of **L3 BUILDS, L.L.C.** (The "Company") declares that:

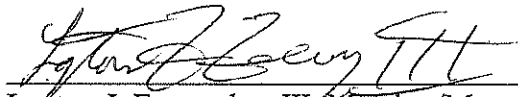
The undersigned is named in the Articles of Organization of the Company filed with the Secretary of State of Louisiana, as having authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.

The undersigned certifies that **Layton J. Fernandez, III, Member/Manager** has been duly authorized by the Company to purchase/sell any real estate in the State of Louisiana, or elsewhere, for such amount and on such amount and on such terms and conditions and with such clauses and stipulations as said representative thinks proper and advisable; to borrow and/or mortgage real estate owned by this limited liability company for such amounts and on such terms and conditions as said representative may determine acceptable; with full authority on the part of said designated representative to contain such clauses, stipulations and obligations as said representative may deem advisable; to sign and execute any and all documents or deeds, notes and mortgages to carry out fully the foregoing objects and purposes.

The intent of this certificate being to place the full authority with said representative to transact completely the business of this limited liability company; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposed of this resolution.

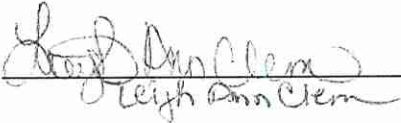
We certified that they are members and all of the above is true and correct.

This Certificate is made this 4th day of March, 2022 in accordance with the provisions of L.S.A.-R.S.2:1317.


Layton J. Fernandez, III, Member/Manager

THUS DONE, READ AND PASSED at my office in Mandeville, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the date first above written.

WITNESSES:

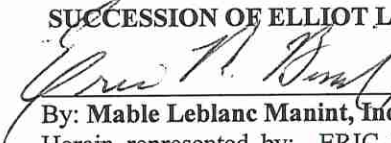


Leigh Ann Clem



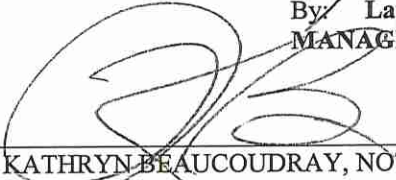
JENNIFER LONG

SUCCESSION OF ELLIOT L. MANINT JR

 ATTORNEY IN FACT
By: Mable Leblanc Manint, Independent Executrix
Herein represented by: ERIC R. BISSEL-Attorney In
Fact

L3 BUILDS LLC


By: Layton J. Fernandez, III, MEMBER,
MANAGER



KATHRYN BEAUCOUDRAY, NOTARY #60718
My Commission Expires: With Life

File No.: 22-02-19

GEAUX TITLE, LLC
505 Girod Street
Mandeville, LA 70448

WFG National Title Insurance
License: 11033.01.01.31LA





TAX PRORATION AGREEMENT

Date: March 4, 2022

**RE: Pro-rata of Property Taxes
Lot 2, Square 47, Town of Mandeville
St. Tammany Parish, Louisiana**

We have been advised that any proration of parish taxes and city taxes was based on the tax figures for the **2021 Previous Tax Year** and that it is possible that parish taxes and city taxes for the current year may increase or decrease.

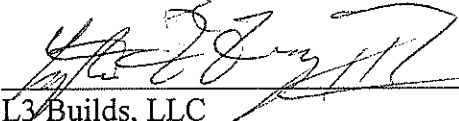
**If the tax amount increases the seller agrees to pay the prorated difference to the buyer.
If the tax amount decreases the buyer agrees to refund the prorated amount to the seller.**

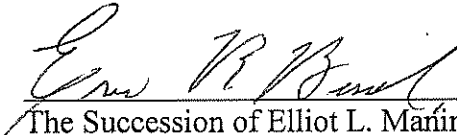
The seller(s) understand that they are responsible for paying parish taxes and city taxes for the current year through the date of the act of sale.

All parties understand that it is **NOT** the responsibility of the above named closing agents to collect or refund changes in parish taxes and city taxes and they hereby agree to adjust the proration of parish taxes and city taxes between themselves should it become necessary.

The purchaser(s) understand that it is their responsibility to obtain the current year tax bill from the **St. Tammany Parish** Tax Assessor and pay said amount on the bill.

The purchaser(s) understand and acknowledges that the proration for taxes was for parish taxes and city taxes only. Subdivision dues or other special assessments were not included in the proration. Both parties fully understand and acknowledge that it is their responsibility to prorate any special assessments between themselves when they become due. The seller fully understands that it is the sellers responsibility to pay for all past due parish taxes, city taxes, and subdivision dues or special assessments; and the purchaser acknowledges this responsibility and hold harmless Geaux Title, Kathryn Beaucoudray, Lee Miller Jr., Lisa Frosch, Jennifer M. Meche and WFG National Title Insurance Company and their respective agents and insurers and any and all employees of Geaux Title LLC from any and all liability in connection therewith.


L3 Builds, LLC
By: Layton J. Fernandez, III
Member/Manager

 ATTORNEY IN FACT
The Succession of Elliot L. Manint, Jr.
By: Mable Leblanc Manint, Independent
Executrix herein represented by Eric R.
Bissell, Attorney In Fact

WFG NATIONAL TITLE INSURANCE COMPANY

SELLER'S/BORROWER'S AFFIDAVIT AND INDEMNITY AGREEMENT

State of Louisiana

Parish of St. Tammany

The party or parties signing below (hereinafter referred to "Affiant" who after being first duly sworn, under oath depose(s) and state(s) that to the best of Affiant's knowledge and belief with respect to the following described property:

Lot 2, Square 47, Town of Mandeville, St. Tammany Parish, Louisiana

Affiant has owned the property now being sold or mortgaged by me continuously for 28 year(s) and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor does Affiant know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to Affiant, and more particularly:

1. No party other than the Affiant is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
- 2.. Affiant during the time of ownership of the Property has conveyed no portion of the Property nor done any act or allowed any act to be done which has changed or could change the boundaries of the property.
3. Affiant has allowed no encroachments on the Property by any adjoining land owners nor has Affiant encroached upon any property of adjoining land owners.
4. Affiant has allowed no servitudes, easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the Property for drainage, passage, parking, sewer, water, gas or oil pipeline, or other uses and has no knowledge of such adverse rights.
5. Affiant for a period of at least seven months past has caused no construction, erection, alteration or repairs of any structures or improvements on the Property to be done, nor has Affiant contracted for any material to be delivered to the Property for which charges therefor remain unpaid.
6. Affiant has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through the property.
7. Affiant has no knowledge of any due taxes or special assessments, or liens owed to or in favor of a governmental body, such as a parish or city.
8. Affiant knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the Property.
9. Affiant has no knowledge of any pending suits, proceedings, judgments, bankruptcies, liens, environmental liens or assessments, encumbrances or executions against Affiant or against the Property, either in the Parish in which the Property is situated or anywhere else in the United States.

This affidavit is given to induce WFG National Title Insurance Company and GEAUX TITLE, to issue its title insurance policy or policies without exception for certain matters, and inducement therefore, said Affiant agrees to indemnify and Hold Harmless the Company from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which said Company shall or may suffer, incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of its reliance upon the representations herein.

4th day of March, 2022

Notary Public

Eric R. Bissell
ATTORNEY EN FACT
The Succession of Elliot L. Manint, Jr.
By Mable Lelanc Manint-Independent Executrix
herein represented by: Eric R. Bissell-Attorney In Fact

Kathryn Beaucoudray

Notary Number: 60718

Commission Expires : With Life

NOTICE OF AVAILABILITY OF SURVEY

TO: **L3 BUILDS, LLC**

Purchasing the Property identified as:

Lot 2, Square 47, Town of Mandeville, St. Tammany Parish, Louisiana

You have the right to obtain a survey which may:

1. determine whether the words of the real estate description conform to the actual land;
2. determine whether structures or fences on the premises encroach on neighboring property, violate setback lines or zoning ordinances;
3. show rights of persons not revealed by the public records, such as existing utility lines and neighbors who encroach or possess the property; and
4. show access to land.

Without a survey you may not know these facts. The additional costs of a survey would be approximately \$3000.00 if you request it at this time.

If you are uncertain as to whether you should obtain a survey, you are urged to seek independent advice.

By: Geaux Title

☐ I / We do request a survey

☒ I / We do not request a land survey

4thth day of March, 2022

Purchaser(s)/Owner(s):



L3 Builds, LLC
By: Layton J. Fernandez, III
Member/Manager

File Number: 22-02-19

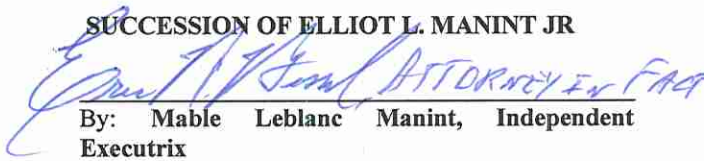
L. SETTLEMENT CHARGES:		File Number: 22-02-19	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. Total Real Estate Broker Fees		0.00		
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
705.				
800. Items Payable in Connection with Loan		P.O.C.		
801. Our origination charge	\$	(from GFE#1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE#2)		
803. Your adjusted origination charges		(from GFE A)		
804. Appraisal Fee		(from GFE#3)		
805. Credit Report		(from GFE#3)		
806. Tax service		(from GFE#3)		
807. Flood certification		(from GFE#3)		
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges	from	to	@ \$	/day (from GFE#10)
902. Mortgage Insurance Premium	for	to		(from GFE#3)
903. Homeowner's insurance	for	to		(from GFE#11)
904. Flood Insurance				
905. Wind & Hail Insurance				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account			(from GFE#9)	
1002. Hazard Insurance	mo. @ \$		per mo. \$	
1003. Mortgage Insurance	mo. @ \$		per mo. \$	
1004. City property taxes	mo. @ \$		per mo. \$	
1005. County property taxes	mo. @ \$		per mo. \$	
1006. Annual Assessments	mo. @ \$		per mo. \$	
1007. Flood Insurance	mo. @ \$		per mo. \$	
1008. Wind & Hail Insurance	mo. @ \$		per mo. \$	
1009. Aggregate Adjustment			\$	
1100. Title Charges				
1101. Title services and lender's title insurance			(from GFE#4)	
1102. Settlement or closing fee	Geaux Title			300.00
1103. Owner's title insurance	Geaux Title		(from GFE#5)	927.70
1104. Lender's title insurance	Geaux Title			
1105. Lender's title policy limit				
1106. Owner's title policy limit	185,000.00 --- 927.70			
1107. Agent's portion of the total title insurance premium	Geaux Title		\$ 742.16	
1108. Underwriter's portion of the total title insurance premium	WFG National Title Insurance Company (WFG)		185.54	
1109. E-file Recording Fees	Geaux Title		(from GFE#4)	50.00
1110. Abstract and Title Examination	Tournillon Abstracts LLC		(from GFE#4)	250.00
1111. Doc Prep Fee	Geaux Title Co., LLC		(from GFE#4)	150.00
1112. Notary fee	Kathryn Beaucoudray		(from GFE#4)	150.00
1113.				
1200. Government Recording and Transfer Charges				
1201. Government recording charges			(from GFE#7)	110.00
1202. Deed \$ 110.00	Mortgage \$		Releases \$	
1203. Transfer taxes			(from GFE#8)	
1204. City/county tax/stamps	Deed \$		Mortgage \$	
1205. State tax/stamps	Deed \$		Mortgage \$	
1206. Recording of POA & Letters	Geaux Title Cost Account		(from GFE#8)	110.00
1207.				
1208.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for			(from GFE#6)	
1302.				
1303.				
1304. Overnight Services				
1305. Insured Closing Protection Lett				
1306. Mortgage Cancellation Service				
1307. Wire Processing Fee				
1308. Home Warranty				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			1,637.70	410.00

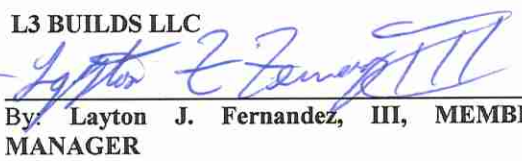
**ADDENDUM TO HUD-1
SETTLEMENT STATEMENT**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SUCCESSION OF ELLIOT L. MANINT JR

L3 BUILDS LLC


By: Mable Leblanc Manint, Independent
Executrix


By: Layton J. Fernandez, III, MEMBER,
MANAGER

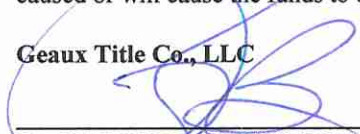
Dated: March 4, 2022

Dated: March 4, 2022

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Geaux Title Co., LLC

Dated: March 4, 2022


By: KATHRYN BEAUCOUDRAY, Settlement Agent
Notary # 60718
My Commission Expires With Life

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



ORD 26-35

THE FOLLOWING ORDINANCE WAS INTRODUCED BY CITY COUNCIL
MEMBER DISCON; AND SECONDED FOR INTRODUCTION BY COUNCIL
MEMBER _____

ORDINANCE NO. 26-35

**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 AT 538 GIROD STREET, BEING A PORTION OF
GROUND LOCATED IN SQUARE 19, Lot 9 ZONED B-3 OLD MANDEVILLE BUSINESS
DISTRICT, 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 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, Michael and Kerri Blanche, 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 at 538 Girod Street; and

WHEREAS, the property located at 538 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, the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, eighteen (18) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and survey have been submitted by the applicant on July 7, 2026; and

WHEREAS, the City Council has received the favorable recommendation of the

Planning Commission of the City of Mandeville for CU26-08-03, voting 7-0; 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 at 538 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 _____ 2026

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 538 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 maximum of 20. An application was submitted to the Planning Department on July 27, 2026, by the property owner of 538 Girod to operate a Short-term Rental: Whole House Rental on site. There have been eight approvals for Whole House Rentals since the cap increase. 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, August 8, 2026, and a voting meeting on Tuesday, August 25, 2026, for case CU26-08-03. The Commission recommends approval of the proposed Conditional Use Permit to the City Council.

The Commission found that the submitted survey and floor plan are in conformance with the proposed use of a Whole House rental. The property is improved with a single-family residence, the applicant has been renting the property. The Commission felt this use is appropriate for Girod St, especially in this commercial leaning block.

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: CU26-08-03
DATE RECEIVED: July 7, 2026
DATE OF MEETING: August 11, 2026 and August 25, 2026

Address: 538 Girod
Subdivision: Old Town of Mandeville, Square 19 Lot 9
Zoning District: B-3 - Old Mandeville Business District
Property Owner: Michael and Kerri Blache

REQUEST: CU26-08-03 – Michael and Kerri Blache request Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Town of Mandeville, Square 19 Lot 9, B-3 - Old Mandeville Business District, 538 Girod Street

CASE SUMMARY: Operate a Whole House Short Term Rental

The applicant owns the property at 538 Girod St., located on the west side of Girod St., south of Livingston St., and north of Monroe St. The property measures 50’ x 150’ and contains 7,500 sqft per the St. Tammany Parish Assessor. 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 538 Girod. The property contains three bedrooms and two bathrooms. The application lists the maximum number of guests will be four. There have been sixteen whole house rentals approved by the City Council, with another two pending ordinance approval.

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 floor plan submitted shows that there will be three bedrooms requiring three parking spaces on site. A site plan of the property shows that there will be a 20’ x 51’ driveway which can accommodate the three parking spaces required at a standard size of 8.5’ x 18.5’. The applicant stated that the intention is to remove the existing gate to allow two vehicles to pass one another.

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.



CU26-08-03

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 Town of Mandeville, Square 19 Lot 9, B-3 - Old Mandeville Business District, 538 Girod Street

CU26-08-03

The applicant owns the property at 538 Girod St., located on the west side of Girod St., south of Livingston St., and north of Monroe St. The property measures 50' x 150' and contains 7,500 sqft per the St. Tammany Parish Assessor.

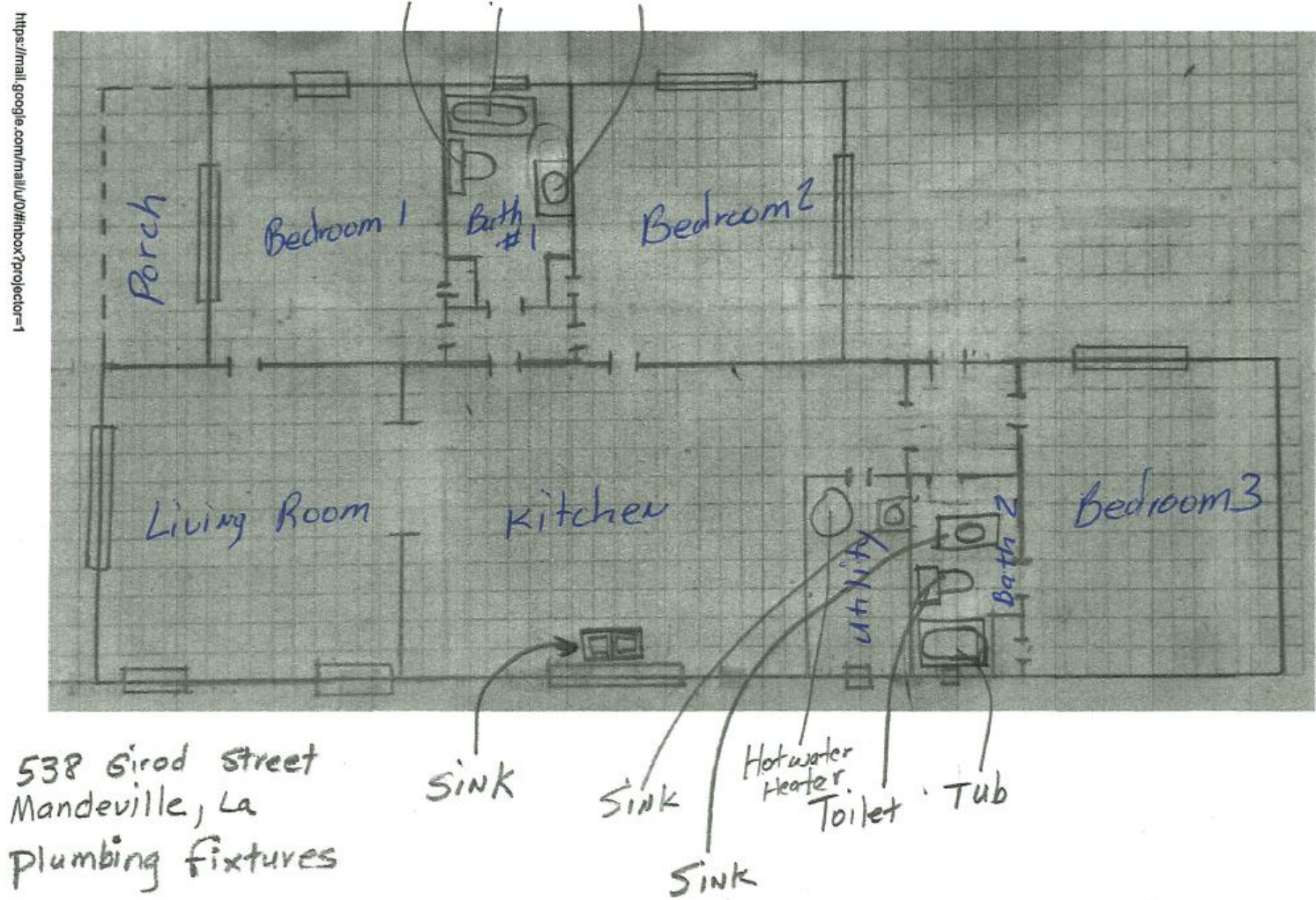
The property is currently improved with a single-family residence.

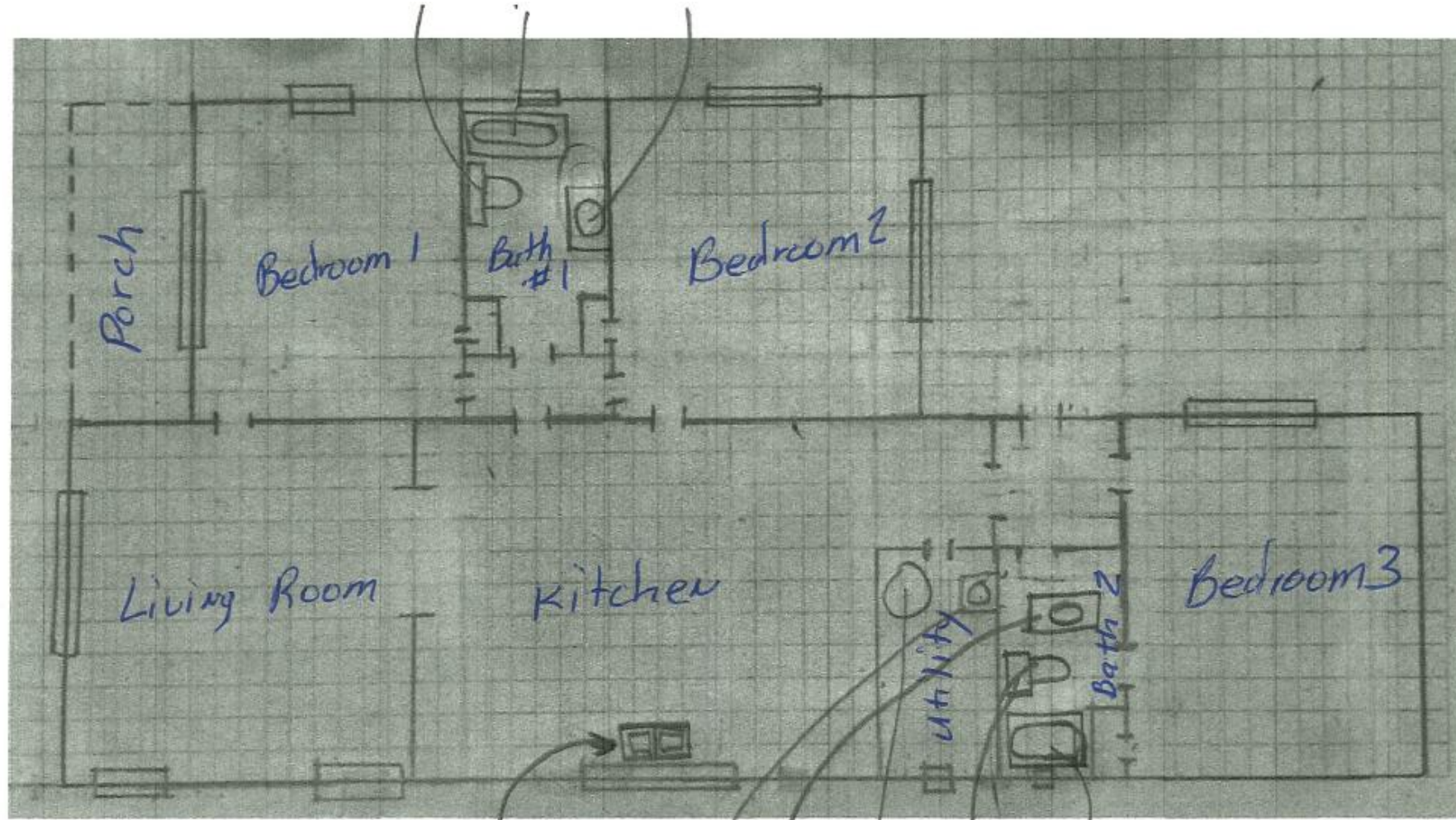


CU26-08-03

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 538 Girod.

The property contains three bedrooms and two bathrooms. The application lists the maximum number of guests will be four. There have been sixteen whole house rentals approved by the City Council, with another two pending ordinance approval.





538 Girod Street
Mandeville, La
Plumbing fixtures

Sink

Sink

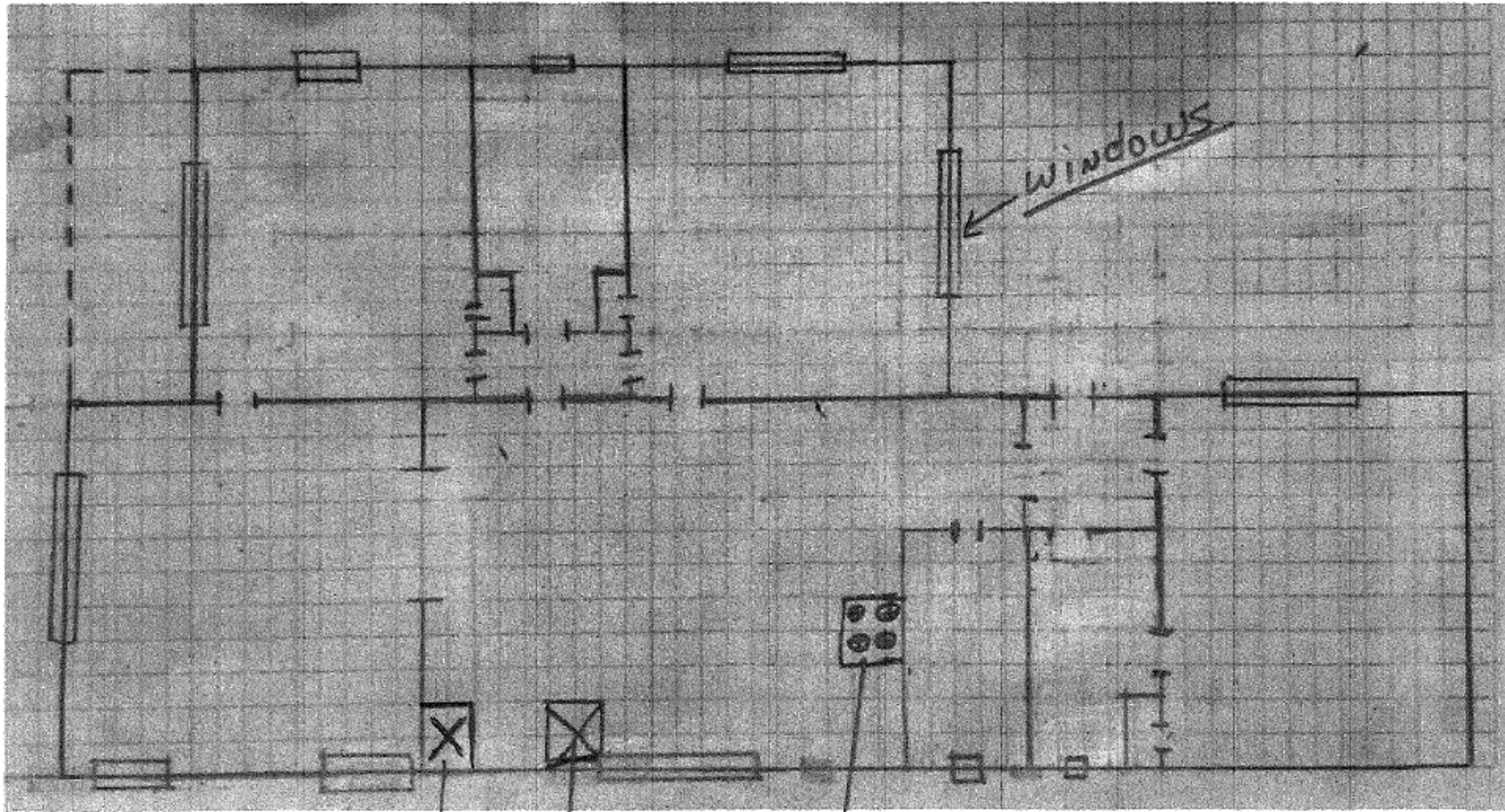
Sink

Hot water
Heater

Toilet

Tub





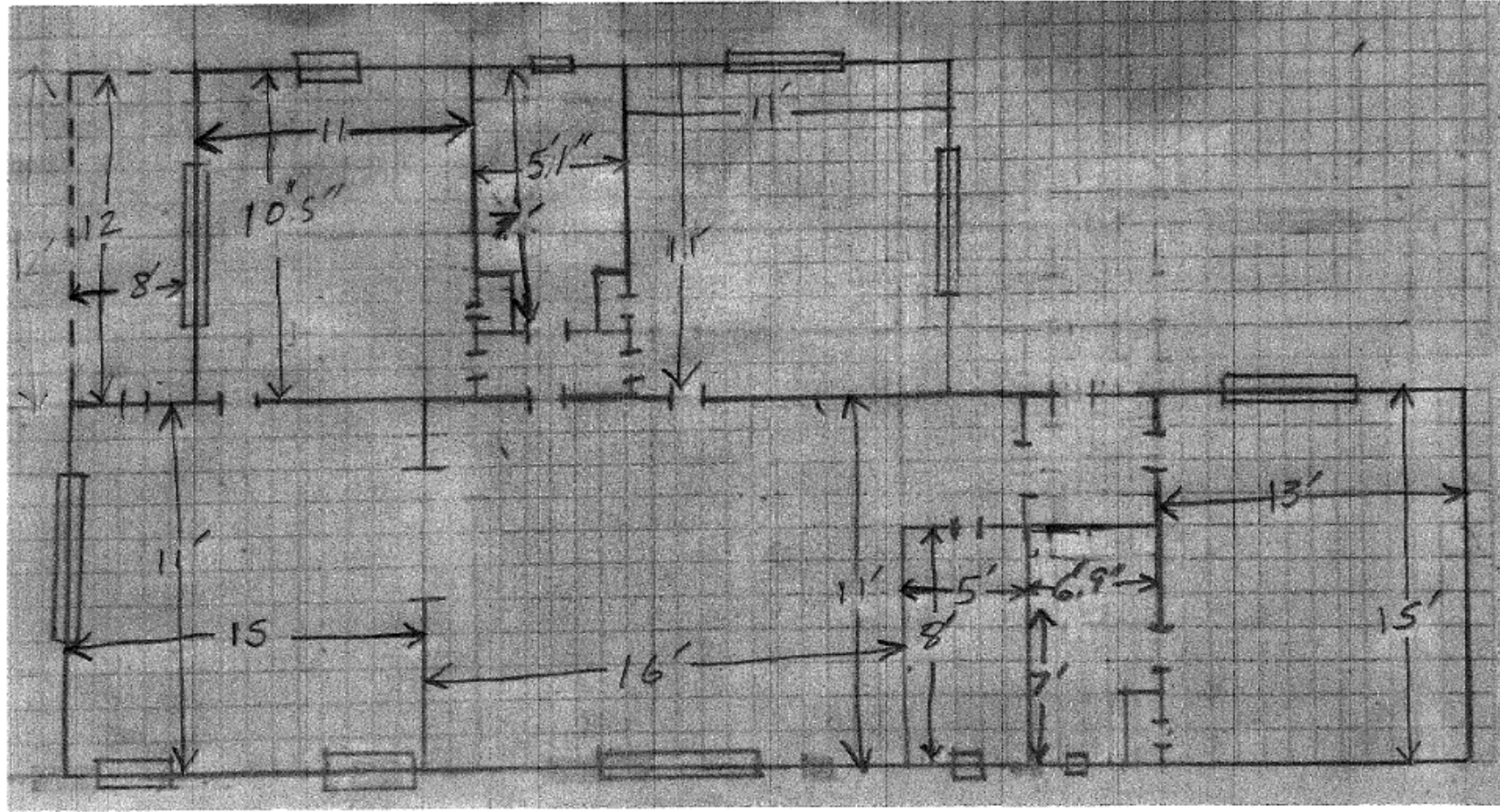
538 Girod Str.
Mandeville, La
Major Appliances

Refrigerator

Dishwasher

Stove/
oven



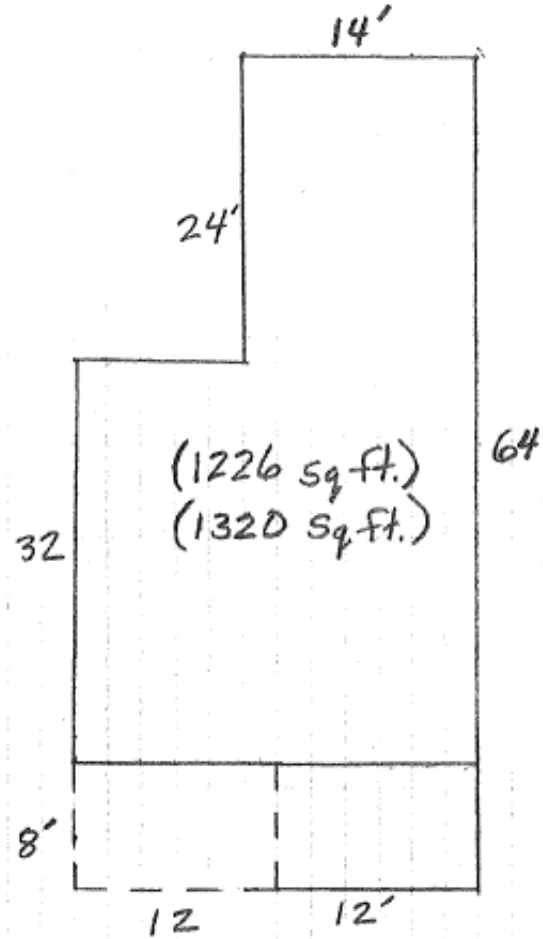


538 Girod Str.
Mandeville, La
Room Dimensions

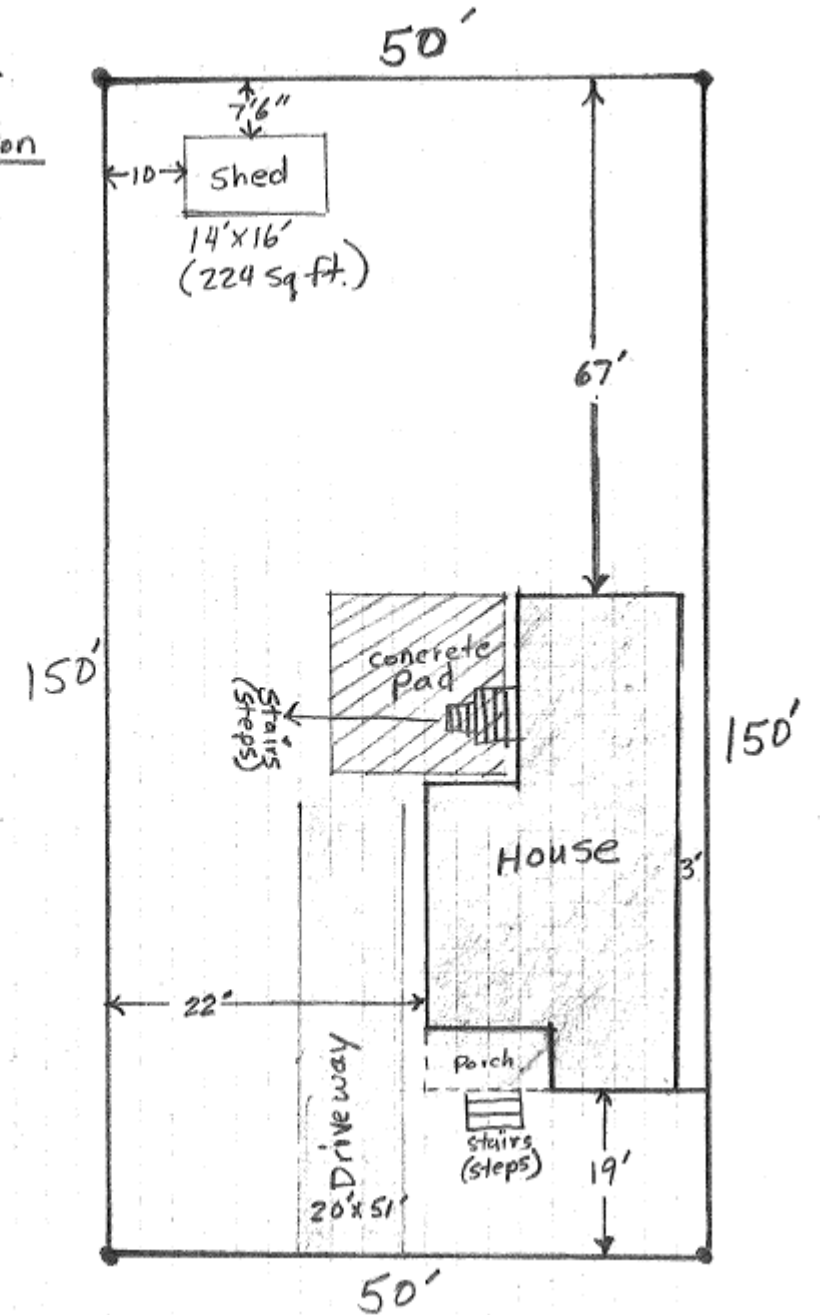


538 Girod Street
Mandeville, La

House Measurements



538 Girod Str.
Mandeville, La
Structure Location



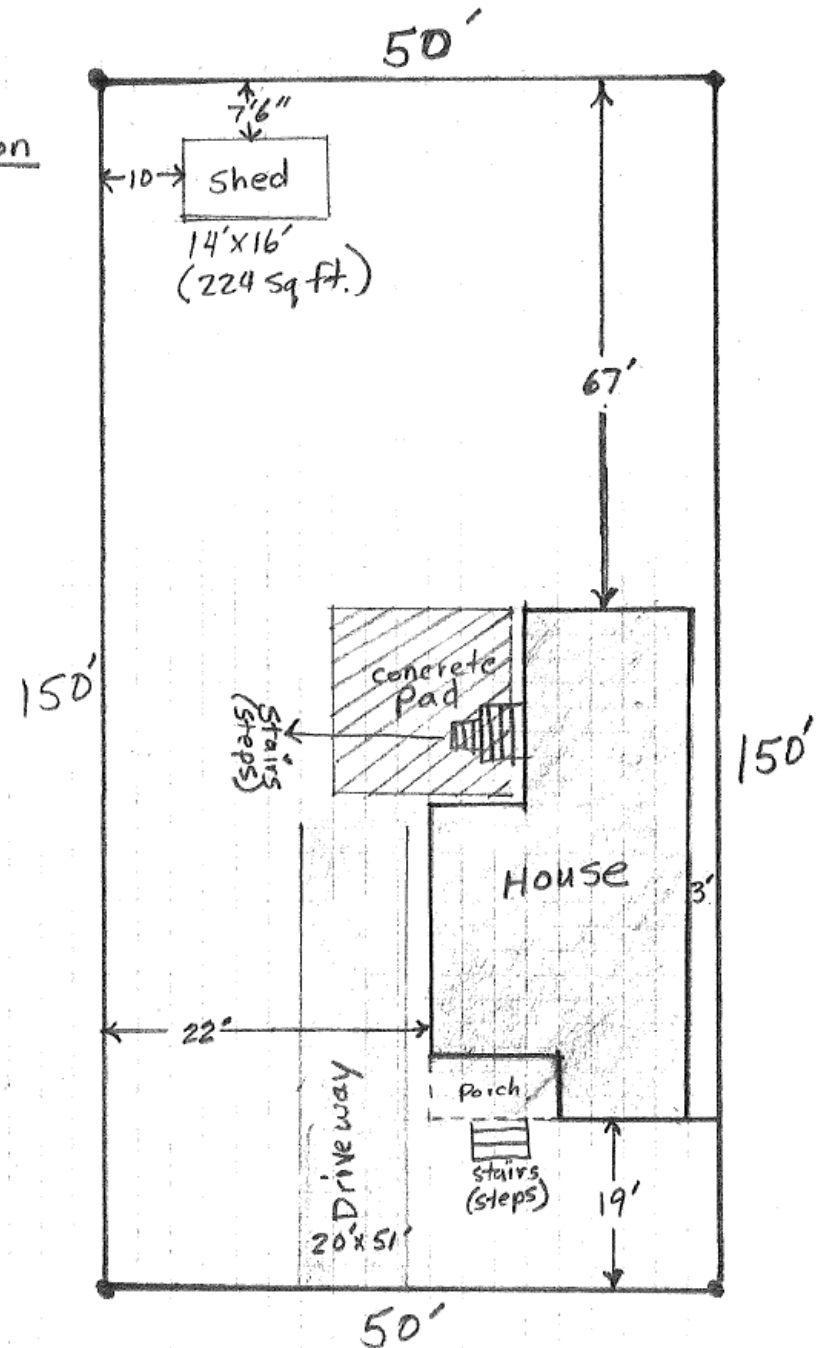
CU26-08-03

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 floor plan submitted shows that there will be three bedrooms requiring three parking spaces on site.

A site plan of the property shows that there will be a 20' x 51' driveway which can accommodate the three parking spaces required at a standard size of 8.5' x 18.5'. The applicant stated that the intention is to remove the existing gate to allow two vehicles to pass one another.

538 Girod Str.
Mandeville, La
Structure Location



Applicant submitted
photos of the exterior



MANDEVILLE
Planning & Zoning
Commission

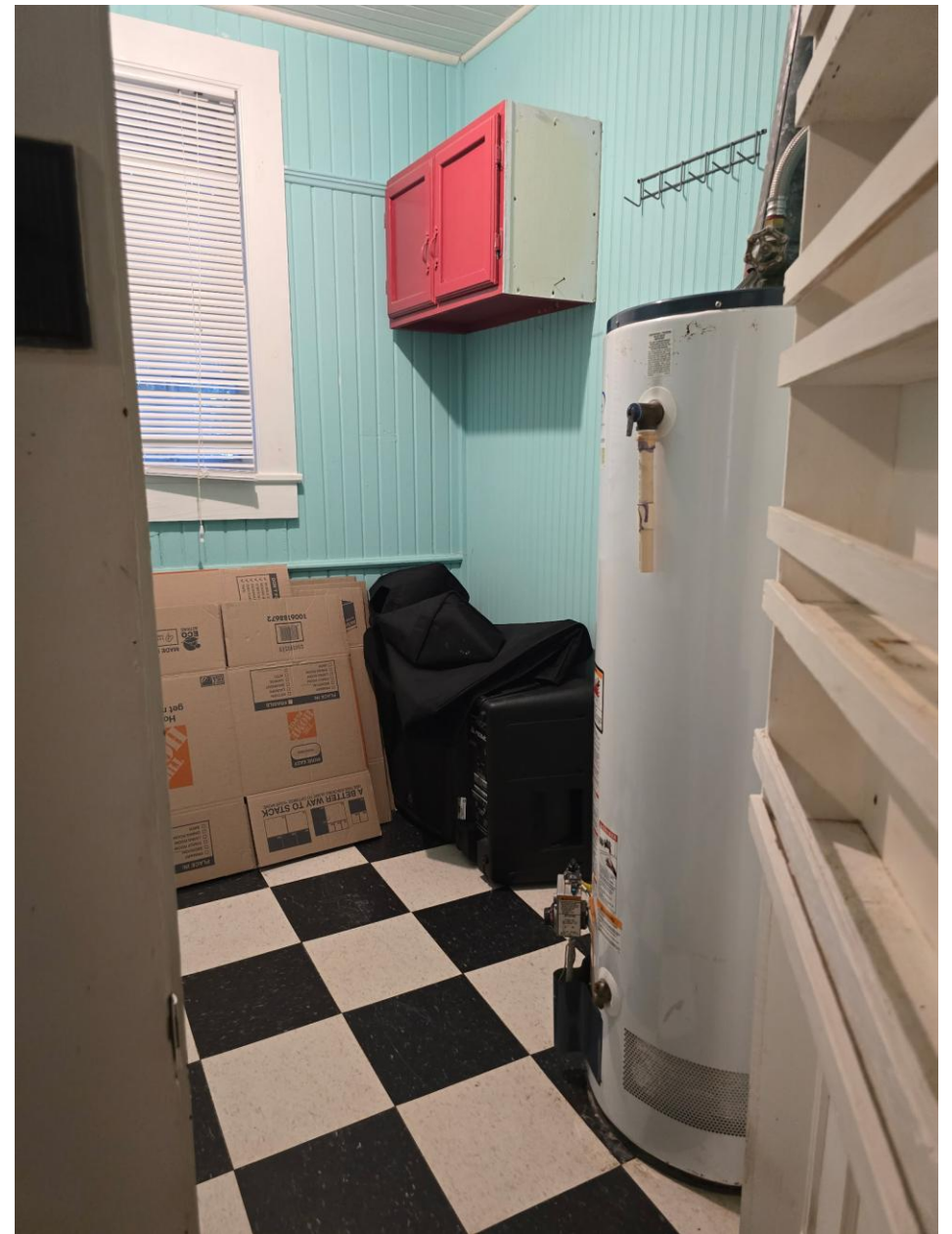
Applicant submitted
photos of the exterior
and porch



Applicant submitted
photos of the exterior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



MANDEVILLE
Planning & Zoning
Commission

Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



MANDEVILLE
Planning & Zoning
Commission

Applicant submitted
photos of the interior



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission

Request

The applicant is requesting to operate a Whole House Short Term Rental.

ORD 26-36

THE FOLLOWING ORDINANCE WAS INTRODUCED BY CITY COUNCIL
MEMBER DISCON; AND SECONDED FOR INTRODUCTION BY COUNCIL
MEMBER _____

ORDINANCE NO. 26-36

**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 AT 1939 LAKESHORE DRIVE, BEING A PORTION OF
GROUND LOCATED IN SQUARE 2, Lot 3 ZONED B-3 OLD MANDEVILLE BUSINESS
DISTRICT, 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 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, Chris and Jonell Bowles, 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 at 1939 Lakeshore Drive; and

WHEREAS, the property located at 1939 Lakeshore Drive 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, the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, eighteen (18) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and survey have been submitted by the applicant on July 27, 2026; and

WHEREAS, the City Council has received the favorable recommendation of the

Planning Commission of the City of Mandeville for CU26-08-04, voting 7-0; 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 at 1939 Lakeshore Drive.

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

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 1939 LAKESHORE DRIVE

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 maximum of 20. An application was submitted to the Planning Department on July 27, 2026, by the property owner of 1939 Lakeshore to operate a Short-term Rental: Whole House Rental on site. There have been eight new approvals for Whole House Rentals since the cap increase. 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, August 11, 2026, and a voting meeting on Tuesday, August 25, 2026, for case CU26-08-04. The Commission recommends approval of the proposed Conditional Use Permit to the City Council.

The Commission found that the floor plan and site plan are in conformance with the proposed use of a Whole House rental. The Commission felt this use is compatible with the area.

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: CU26-08-04
DATE RECEIVED: July 23, 2026
DATE OF MEETING: August 11, 2026 and August 25, 2026

Address: 1939 Lakeshore
Subdivision: Old Town of Mandeville, Square 2 Lot 3
Zoning District: B-3 - Old Mandeville Business District
Property Owner: Chris and Jonell Bowles

REQUEST: CU26-08-04 – Chris and Jonell Bowles request Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Town of Mandeville, Square 2 Lot 3, B-3 - Old Mandeville Business District, 1939 Lakeshore Drive

CASE SUMMARY: Operate a Whole House Short Term Rental

The applicant owns the property at 1939 Lakeshore Dr., located on the north side of Lakeshore Dr., east of Girod St., and west of Marigny Ave. The property measures 33’ x 250’ and contains 8,250 sqft per a survey prepared by Randall Brown & Associates and dated 8.30.2007. 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 1939 Lakeshore. The property contains three bedrooms and two bathrooms. An operating characteristics statement was submitted by the applicant which states that the maximum occupancy will be six guests.

There have been sixteen whole house rentals approved by the City Council, with another two pending ordinance approval. This property would be the final property allowed to operate as a whole house rental if approved.

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 floor plan submitted shows that there will be three bedrooms requiring three parking spaces on site. A parking plan and statement were submitted by the application showing three parking spaces available below the raised residence.

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.



CU26-08-04

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 Town of Mandeville, Square 2 Lot 3, B-3 - Old Mandeville Business District, 1939 Lakeshore Drive

CU26-08-04

The applicant owns the property at 1939 Lakeshore Dr., located on the north side of Lakeshore Dr., east of Girod St., and west of Marigny Ave. The property measures 33' x 250' and contains 8,250 sqft per a survey prepared by Randall Brown & Associates and dated 8.30.2007. The property is currently improved with a single-family residence.



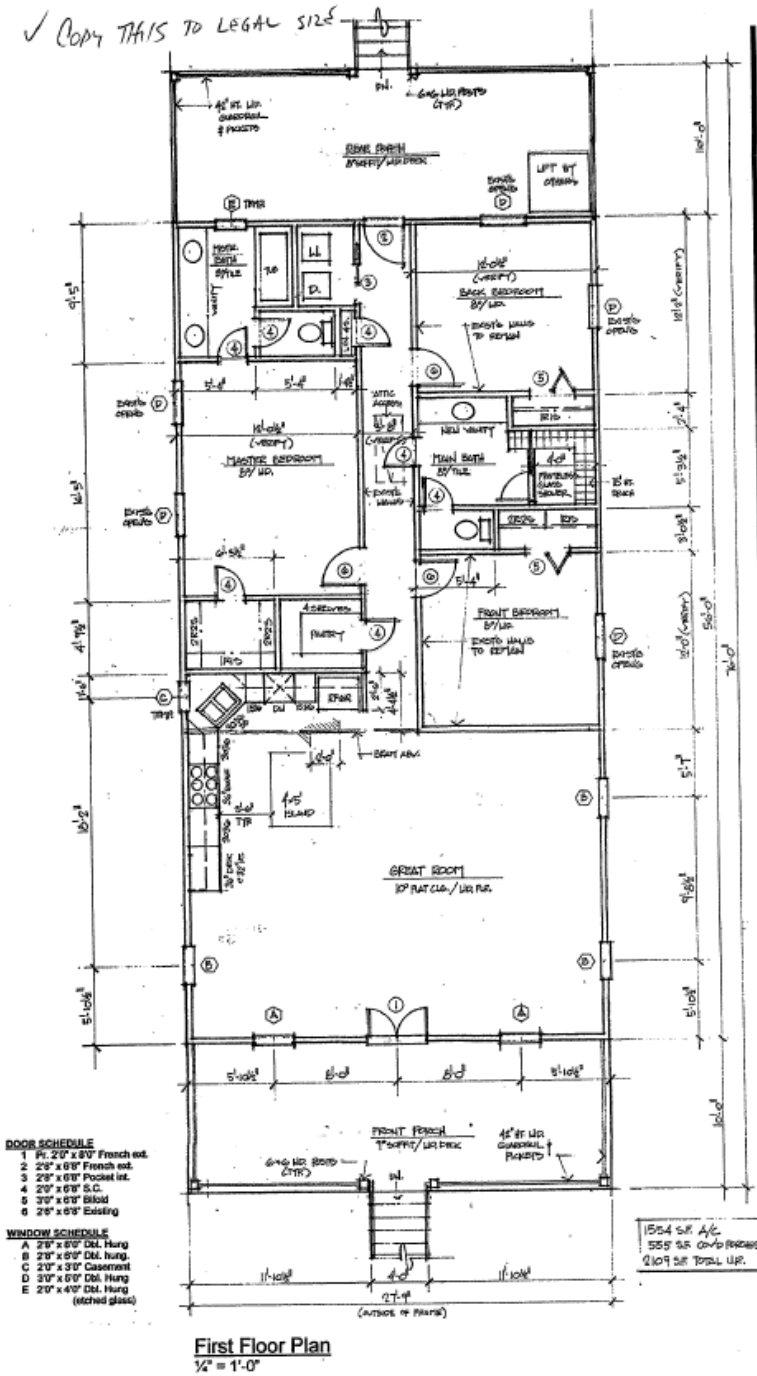
CU26-08-04

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 1939 Lakeshore. The property contains three bedrooms and two bathrooms.

An operating characteristics statement was submitted by the applicant which states that the maximum occupancy will be six guests.



MANDEVILLE
Planning & Zoning
Commission



LEMKE+YOUNG
ARCHITECTS, LLP

4330 North Central Exp.
Suite 315
Metairie, LA 70002
504.885.1500
504.885.5001 F.

No.	Date	Revision

Renovation and Addition
for the
McGovern Residence
1939 Lakeshore Drive
Mandeville, Louisiana

Project: 0521
Date: 12.20.25
Drawn by: JLL
Checked by: JLL
Drawing Number: **A1**

CU26-08-04

There have been sixteen whole house rentals approved by the City Council, with another two pending ordinance approval.

This property would be the final property allowed to operate as a whole house rental if approved.

Statement Describing the Nature and Operating Characteristics of the Proposed Use

1939 Lakeshore Drive

Proposed Use

The proposed use is the operation of a whole-house short-term rental located at **1939 Lakeshore Drive, Mandeville, Louisiana**. The property owner is **Jonell Bowles**. The property is an elevated single-family residence located along Lakeshore Drive with three (3) bedrooms and two (2) bathrooms. The living area is situated approximately twelve (12) feet above grade. The home is equipped with an elevator that enhances accessibility for guests with mobility limitations and assists with transporting luggage and supplies. The property also provides stair access to the elevated living area.

The property offers guests the opportunity to enjoy the lakefront setting while maintaining the character and integrity of the surrounding neighborhood. The property will be offered as temporary lodging for visitors, families, and business travelers for stays of less than thirty (30) consecutive days.

Occupancy and Residential Compatibility

The maximum occupancy of the home will be limited to **six (6) overnight guests**, consistent with the size and layout of the residence. The proposed short-term rental use will not change the residential character or physical use of the property. The home will continue to function as a single-family residence, with short-term guests occupying the property on a temporary basis similar to residential use.

The property will be professionally maintained and operated in a manner that preserves the residential character of the neighborhood. Guests will be required to comply with established house rules, including quiet hours, parking requirements, and restrictions on activities that may create a nuisance for neighboring properties.

The property will not be used for weddings, receptions, parties, reunions, corporate events, or other gatherings that exceed the approved occupancy limit. The rental will be limited to overnight accommodations only.

Property Management and Guest Accountability

The property owner, **Jonell Bowles**, will not reside locally but will utilize professional short-term rental management services to oversee the operation of the property. Prior to commencement of short-term rental operations, a designated management representative or local point of contact will be established and available to respond promptly to guest concerns, maintenance needs, or any neighborhood issues that may arise.

Reservations will be managed through established short-term rental platforms. Guest screening, reservation procedures, and house rules will be implemented to promote responsible use of the property and ensure compliance with occupancy, parking, noise, and neighborhood standards.

The owner and management representative will maintain reservation records and guest information as required by applicable regulations. Any guest who violates property rules, occupancy limits, noise restrictions, or other requirements will be subject to termination of their stay.

The property will be routinely inspected, professionally cleaned after each guest stay, and maintained to ensure it remains safe, clean, and consistent with the standards expected of the surrounding neighborhood.

Parking and Site Characteristics

Adequate off-street parking is provided on the property. Parking is available beneath the elevated home as well as in the driveway. The driveway provides space for approximately **three (3) guest vehicles**, and additional covered parking is available beneath the home.

Guests will be instructed to park only in these designated parking areas. No on-street parking will be permitted or encouraged, helping to maintain safe traffic flow and minimize impacts on neighboring properties.

The property is fully fenced, providing privacy and clearly defining the outdoor space for guests.

The property includes a large front porch overlooking Lake Pontchartrain, providing a quiet outdoor amenity for guests to enjoy the property's setting and views. The porch is intended for normal residential use and guest enjoyment and will not be used for events, parties, commercial gatherings, or activities that would create excessive noise or disturbance to surrounding properties. Guests will be required to follow established quiet hours and respect the residential character of the neighborhood.

The property also includes a small courtyard area designed as a residential outdoor amenity for the enjoyment of registered short-term rental guests. The courtyard includes outdoor seating with a table and chairs, as well as a brick oven and grill intended for normal residential use by guests during their stay.

The courtyard, brick oven, and grill are intended solely for the private enjoyment of overnight guests and will not be used for commercial food preparation, catering, events, parties, receptions, or gatherings that exceed the approved occupancy limit. Use of the outdoor amenities will be

subject to the property's house rules, including quiet hours and restrictions on activities that may create excessive noise or disturb neighboring properties.

The property is adjacent to an existing commercial restaurant, creating a transition between commercial and residential uses and helping to minimize potential impacts on nearby residences.

Guest Safety and Property Security

The safety and well-being of guests is a priority in the operation of the short-term rental. The property will be maintained in accordance with applicable building, fire, and safety requirements. The home will be equipped with properly functioning smoke detectors, carbon monoxide detectors where required, fire extinguishers, exterior lighting, and other required safety features.

Because the residence is elevated approximately twelve (12) feet above grade, the property provides additional protection from potential flooding conditions and allows for covered parking and access beneath the home. The home provides both stair access and elevator access to the elevated living area. The stairs, elevator, railings, and exterior access areas will be regularly inspected and maintained to ensure safe operation for guests.

Guests will receive property rules and safety information upon arrival, including emergency procedures, proper use of the elevator, outdoor amenities, and applicable instructions related to the home's elevated design and lakefront location. Guests will also be provided with emergency contact information for the designated management representative.

The property will be secured between guest stays, and routine inspections will be performed to identify and address any maintenance or safety concerns. The owner and management company are committed to maintaining the property in a safe, clean, and well-maintained condition for all guests and the surrounding community.

Maintenance and Compliance

Garbage will be stored in appropriate containers and placed out only on scheduled collection days. Guests will be instructed regarding proper trash disposal and responsible use of outdoor areas to prevent impacts on neighboring properties.

The landscaping and exterior of the property will be regularly maintained to ensure the home remains an attractive and well-kept part of the neighborhood.

There will be no exterior signage, commercial advertising, or alterations to the property that would change its residential appearance or character.

The property will comply with all applicable City of Mandeville zoning, licensing, building, fire safety, and other applicable regulations.



Compatibility with Surrounding Area and Request for Approval

The proposed use is compatible with the surrounding area and is not expected to adversely affect the public health, safety, or welfare. The anticipated traffic generated by the short-term rental is expected to be comparable to that of a typical single-family residence.

The combination of limited occupancy, adequate off-street parking, professional management, regular property maintenance, safety measures, and clearly enforced house rules will help ensure that the property operates responsibly and respectfully.

The owner and management representative will maintain a positive relationship with neighboring property owners and will provide a contact method for reporting concerns or issues related to the operation of the property.

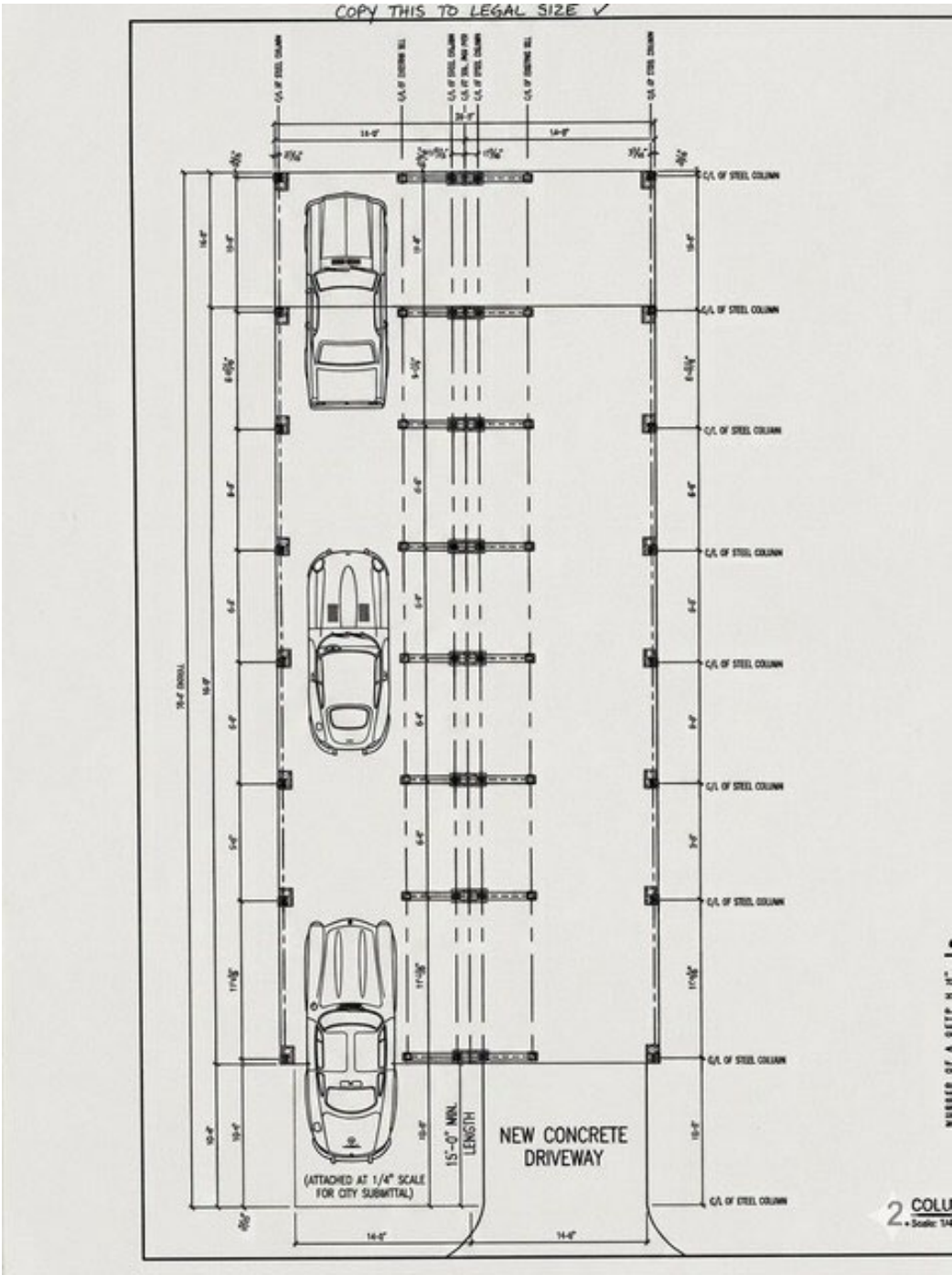
The owner, **Jonell Bowles**, respectfully requests approval of the short-term rental use at **1939 Lakeshore Drive**. The property's design, limited occupancy, professional management plan, available off-street parking, safety features, outdoor residential amenities, and commitment to responsible operation will allow it to provide quality accommodations for visitors while preserving the safety, character, and enjoyment of the surrounding neighborhood.

CU26-08-04

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 floor plan submitted shows that there will be three bedrooms requiring three parking spaces on site.

A parking plan and statement were submitted by the application showing three parking spaces available below the raised residence.



From: [J Bowles](#)
To: [cayman sinclair](#); [Tina Myers](#); [Alex Weiner](#); [Chris Bowles](#)
Subject: Re: Short-Term Rental Request
Date: Friday, July 24, 2026 2:28:47 AM

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

The property is a raised home with adequate off-street parking available beneath and/or on the premises. Sufficient space is provided for residents and visitors to park within the property boundaries, ensuring that vehicles do not need to park on the public street or parking spaces across the street. Access to the parking area is provided via the existing driveway. I will be submitting a site plan for parking.

Thank you ,
Jonell Bowles

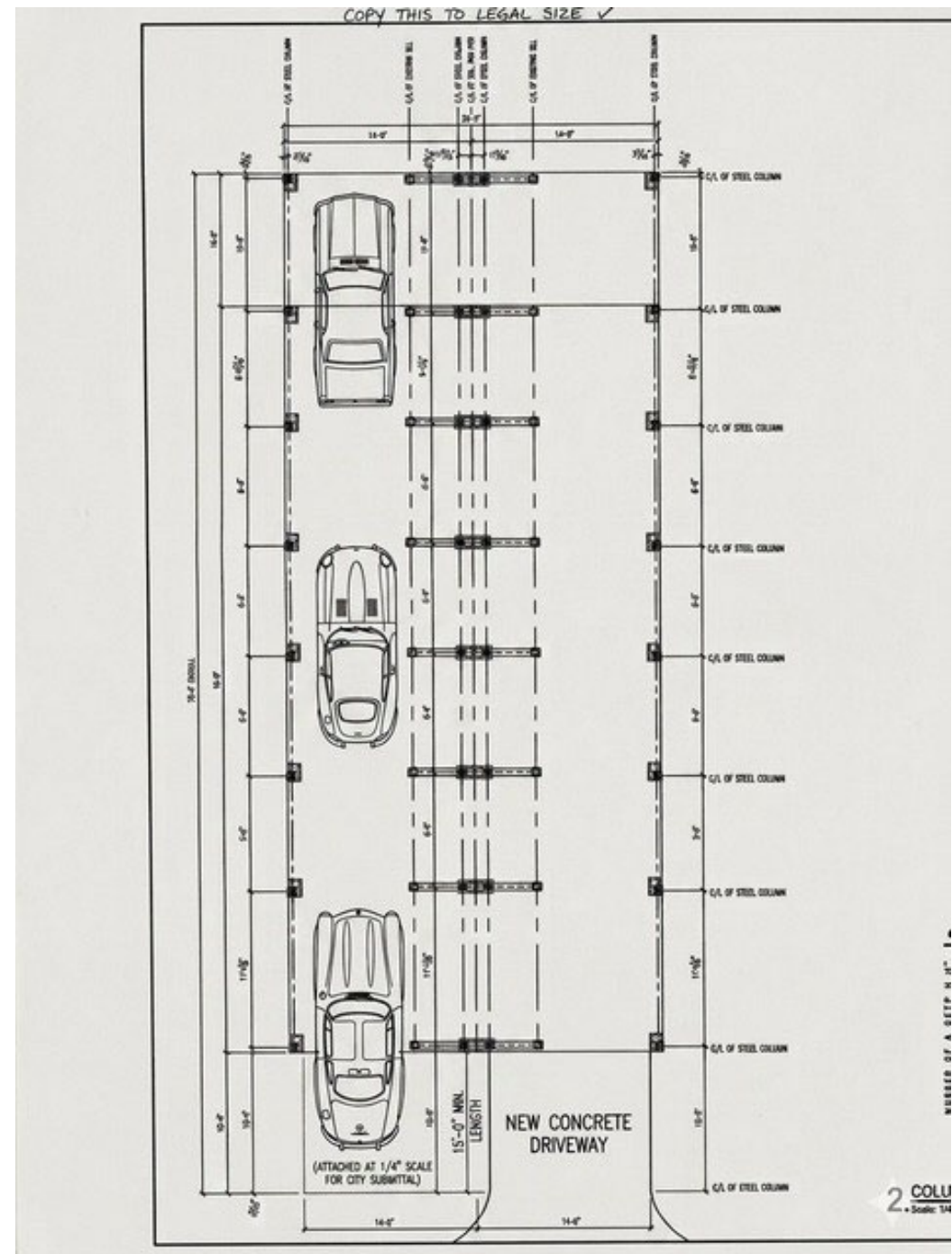
Subject: Short-Term Rental (STR) Parking Site Plan Submittal – 1939 Lakeshore Drive

This application seeks a Short-Term Rental permit for the property located at 1939 Lakeshore Drive, with a proposed maximum overnight guest occupancy of six (6) individuals. As required by municipal zoning codes, a scaled site plan is attached detailing the designated, off-street parking layout. The property features three (3) dedicated, full-sized vehicular parking stalls arranged in a tandem/linear configuration directly underneath the primary structure on the left side of the column grid, measuring 250.50' coverage underneath.

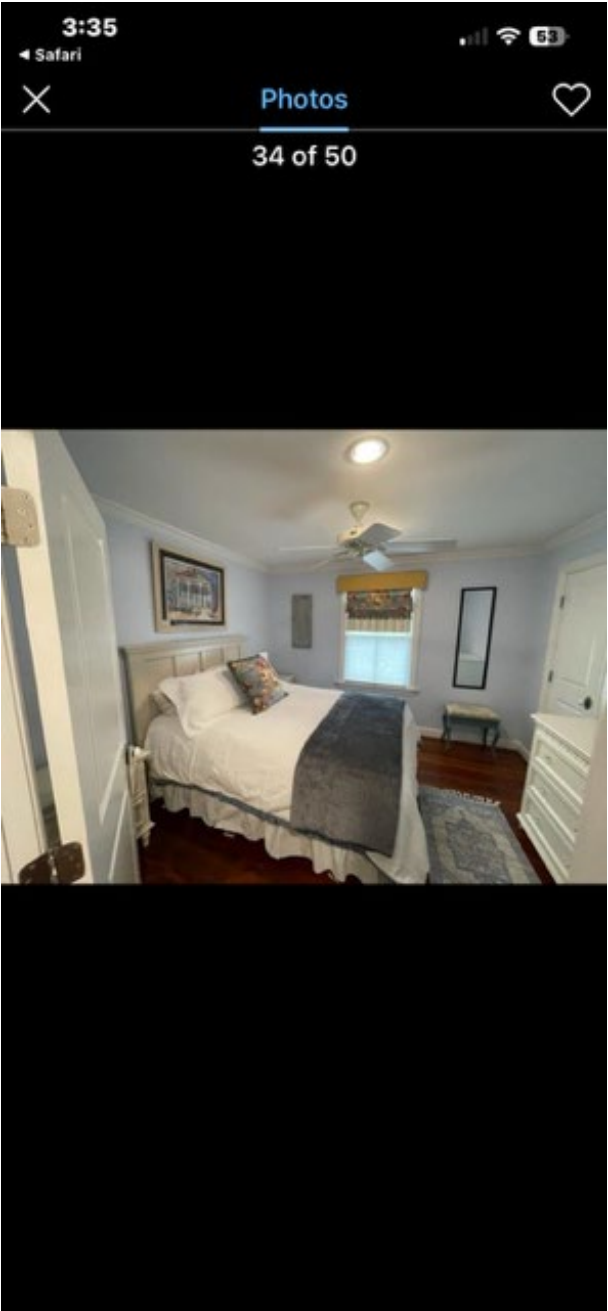
Access to these stalls is provided via the 15-concrete driveway connecting directly to the right-of-way. With three (3) independent off-street parking spaces allocated strictly for guest use, the property provides an excellent parking-to-guest ratio that fully accommodates the maximum occupancy of 6 guests without impacting neighborhood street parking."



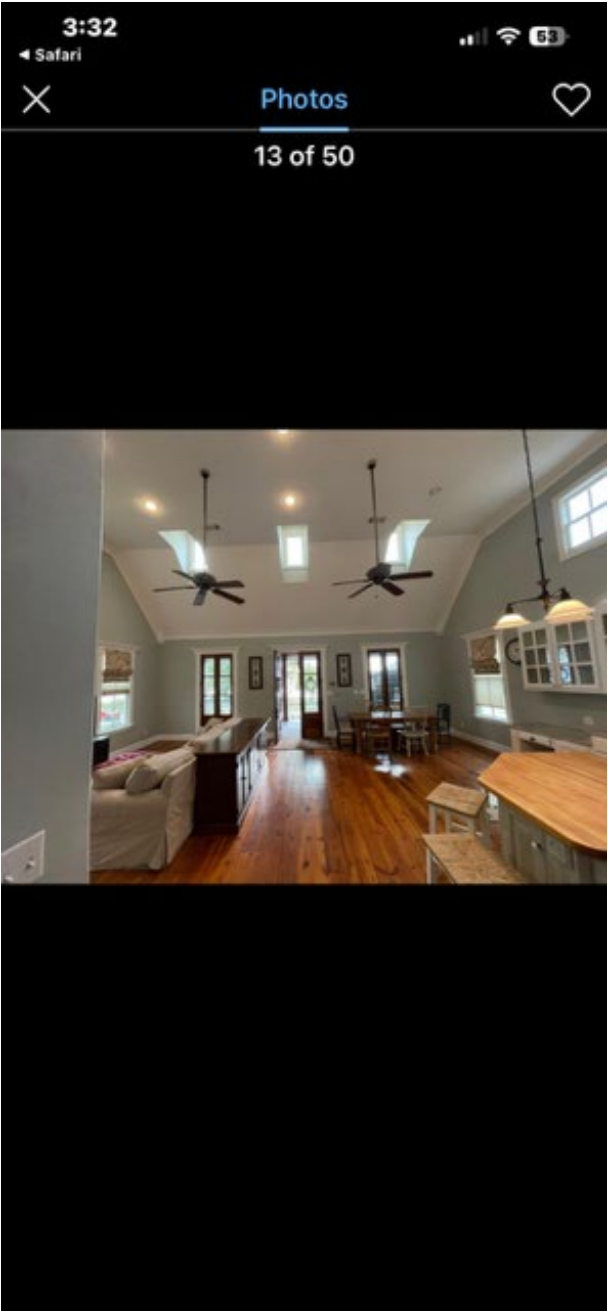
MANDEVILLE
Planning & Zoning
Commission



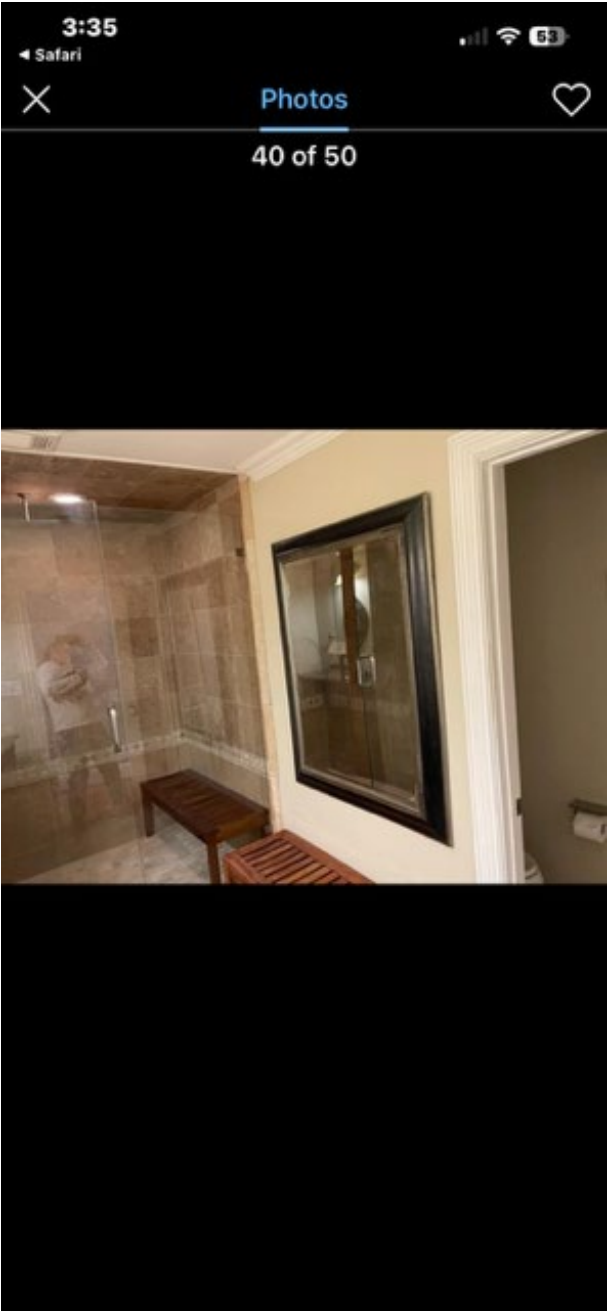
Applicant submitted
photos of the interior



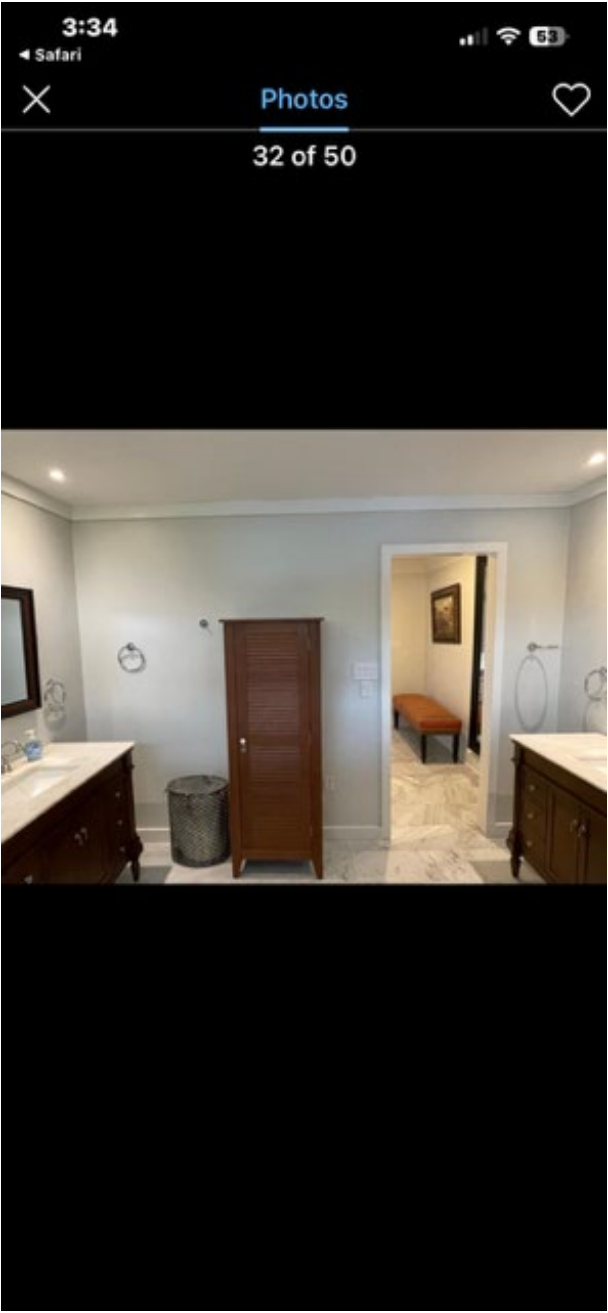
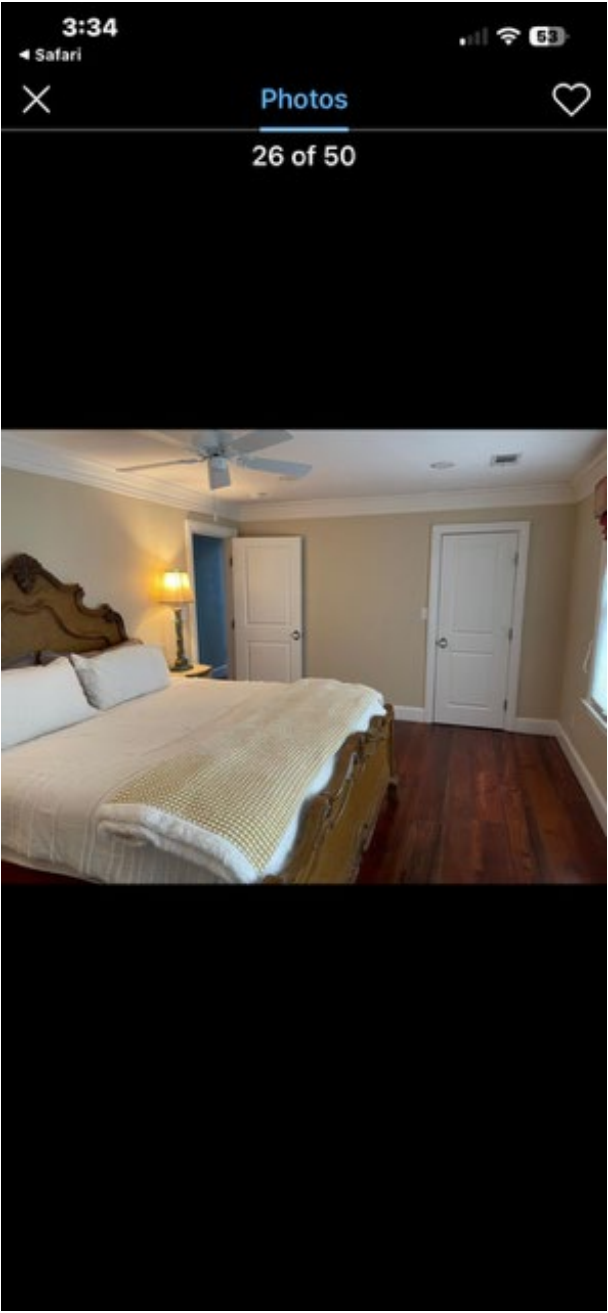
Applicant submitted
photos of the interior



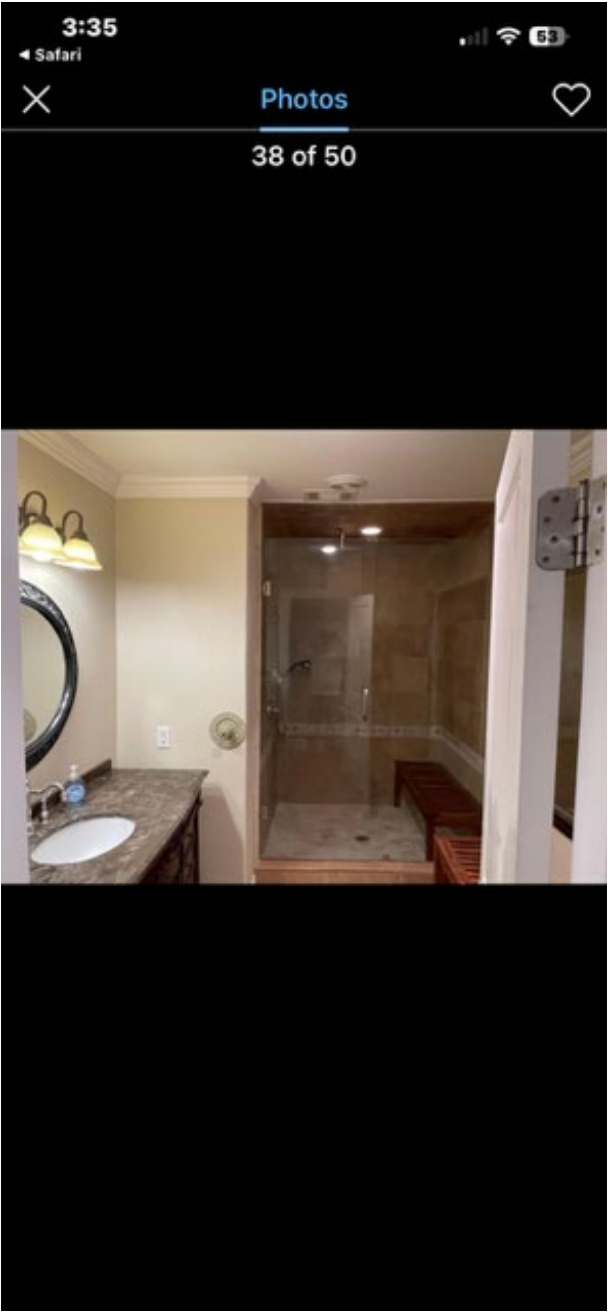
Applicant submitted
photos of the interior



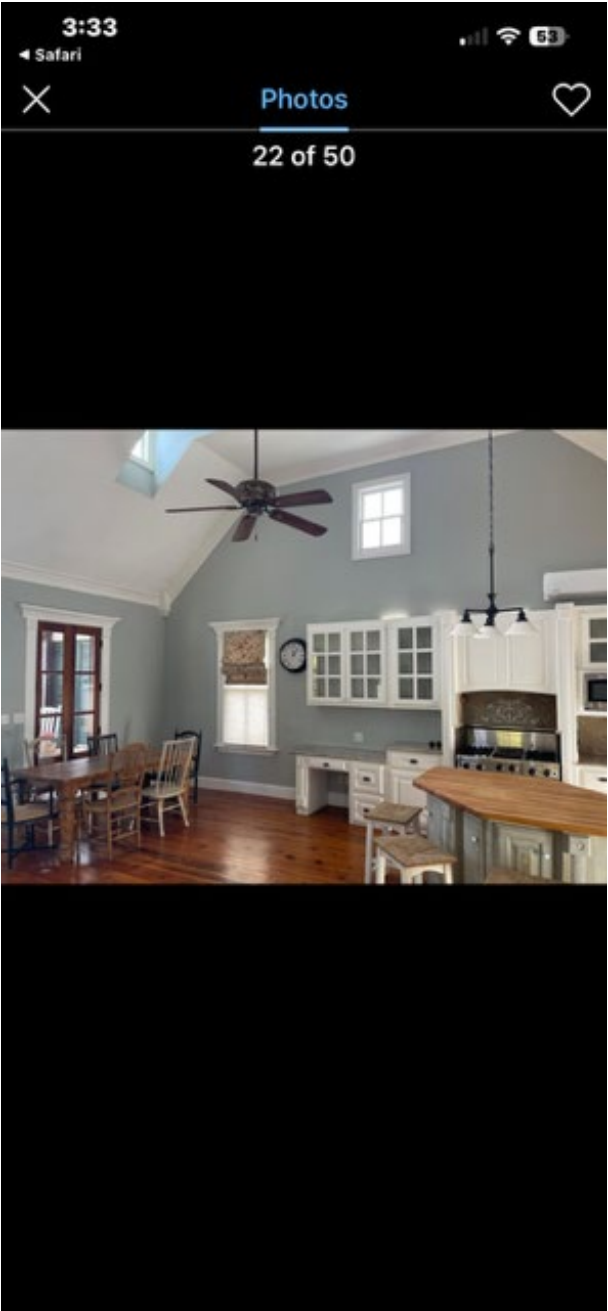
Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



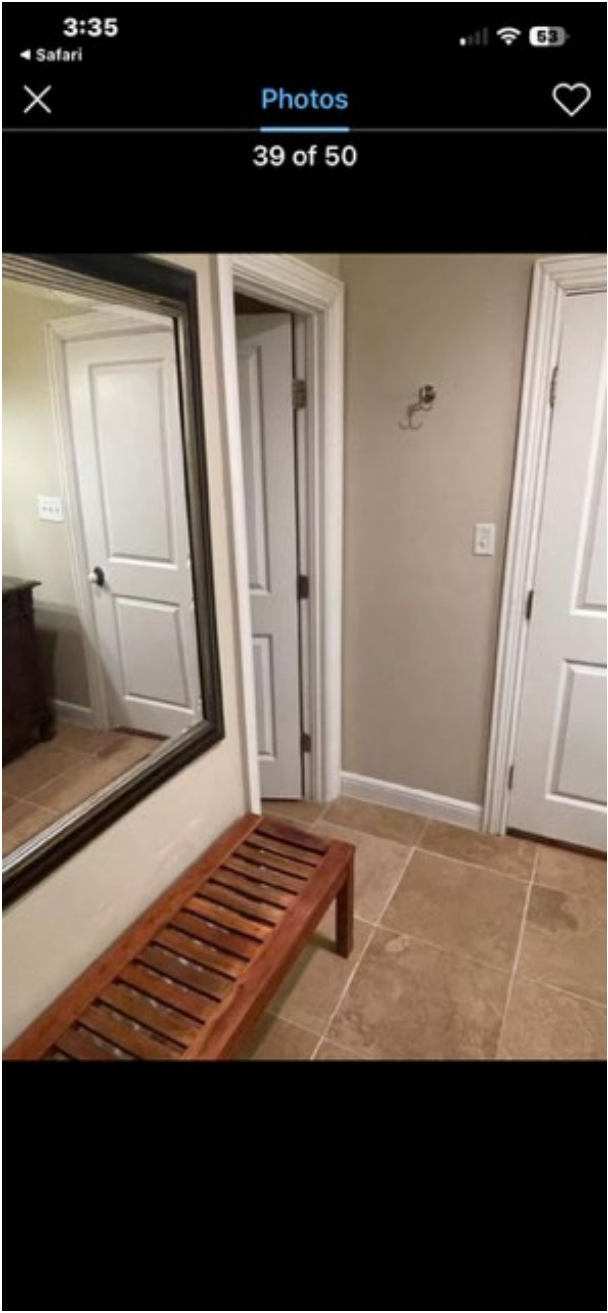
Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



Applicant submitted
photos of the interior



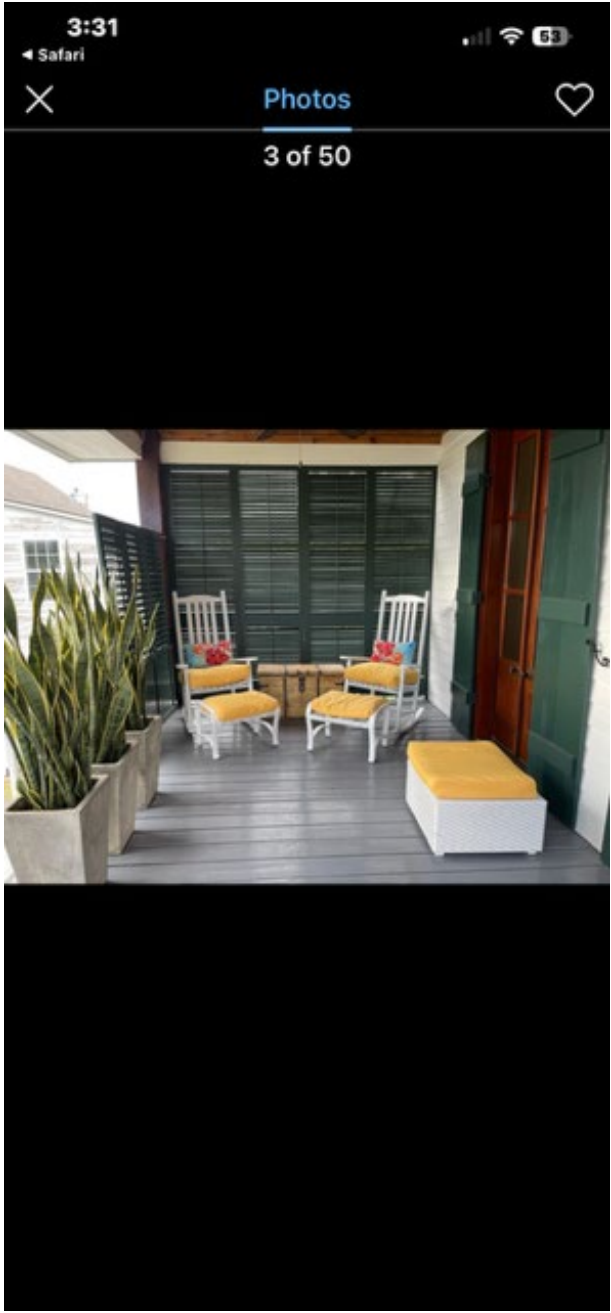
Applicant submitted
photos of the interior



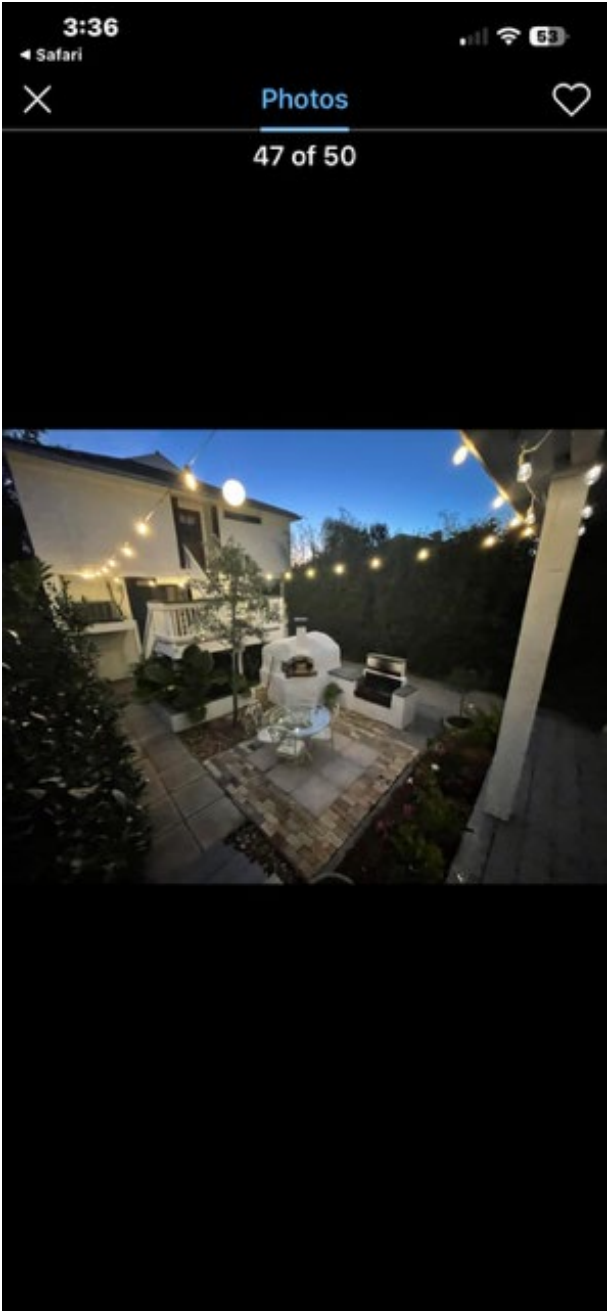
Applicant submitted
photos of the exterior



Applicant submitted
photos of the exterior



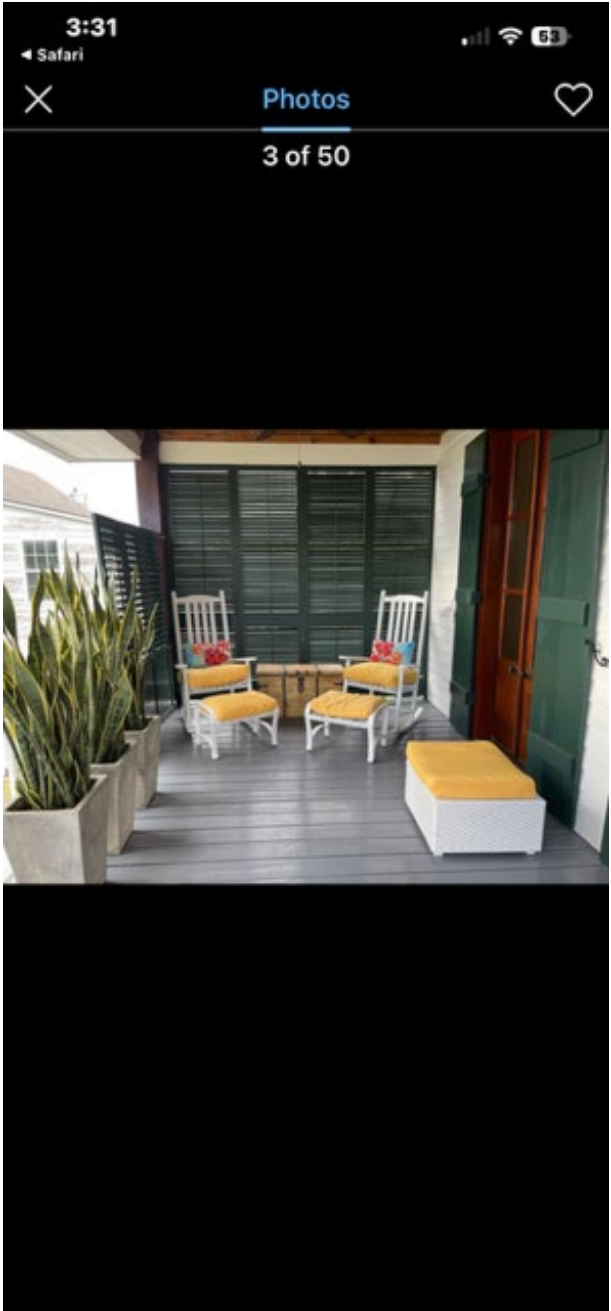
Applicant submitted
photos of the exterior



Applicant submitted
photos of the exterior



Applicant submitted
photos of the exterior





MANDEVILLE
Planning & Zoning
Commission



MANDEVILLE
Planning & Zoning
Commission





MANDEVILLE
Planning & Zoning
Commission



Accessory structure on
the lot to the east





Accessory structure on
the lot to the east





Accessory structure on
the lot to the east



Request

The applicant is requesting to operate a Whole House Short Term Rental.