

St. Charles Parish

Meeting Minutes

Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Final

*Council Chairman Dick Gibbs
Councilmembers Wendy Benedetto, Holly Fonseca,
La Sandra Darensbourg Gordon, Mary K. Clulee, Nicky Dufrene,
Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier*

Monday, May 18, 2020

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9 - Wendy Benedetto, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director L.J. Brady, Planning & Zoning Director Michael Albert, Grants Officer Stephanie Bruning, Parks and Recreation Director Duane Foret, General Government Buildings Facilities Manager Bob Messerly, Heather Keller, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Deacon Billy Raymond, Sr.
Mt. Airy Baptist Church, Boutte

Chairman Gibbs read the following instructions: During the duration of this virtual meeting, we will be opening up public hearing and public comment. If you provided public comment via phone, email or ecomment prior to 4:00 pm today, there is no need to call in as these comments, along with your name and address will be read aloud during the meeting in the order in which they were received. If you have not provided a comment prior to 4:00 pm today, public comments will also be accepted real time and will be heard in the order received.

If you wish to join the meeting dial 1-888-788-0099 (Toll Free).
When prompted, key the Meeting ID: 836 2698 3451 followed by the # key.
When prompted to enter Participant ID, dial #, no Participant ID needed.

Once on the line, should you wish to speak when public hearing or public comment has been opened, Dial * 9 on your phone. Listen for the prompt that your line has been unmuted - please state your name and address for the record. You will have 3 minutes to speak.

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of May 4, 2020. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2020-0134

Proclamation: "Fair Housing Month in St. Charles Parish"

Sponsors: Mr. Jewell

Read

2 2020-0135

Proclamation: "Flood Risk Awareness Month in St. Charles Parish"

Sponsors: Ms. Fisher-Perrier

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0094

Department of Wastewater

Wastewater Assistant Director L.J. Brady

Reported

2020-0132

General Government Buildings

Facilities Manager Bob Messerly

Councilwoman Clulee spoke on the matter.

Mr. Messerly spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Reported

2020-0133

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell spoke regarding parish business as well as the recent flood event/Declared State of Emergency.

Chairman Gibbs spoke on the matter.

Mr. Jewell spoke on the matter.

Councilwoman Fisher-Perrier spoke on the matter.

Councilwoman Benedetto spoke on the matter.

Public Works/Wastewater Director Miles Bingham spoke on the matter.

Councilwoman Darenbourg Gordon spoke on the matter.

Councilwoman Fonseca spoke on the matter.

Councilman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN GIBBS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JUNE 1, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0125

An ordinance to approve and authorize the execution of a twelve (12) month Lease Contract Renewal between Satellite Shelters (LESSOR) and St. Charles Parish Public Works (LESSEE) for Contract number R0319076. The lease of a fifty foot (50') by fifty-six foot (56') modular building used as the office at the West Bank Public Works Yard, 166 Scorpio Ln, Hahnville, LA 70057.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0126

An ordinance to approve and authorize the execution of Amendment No. 7 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR Inc., formerly GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee initiative.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0128

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 and R-1A to O-L on an approximately 87,120 square foot portion of a 95 foot wide, 50 arpent long tract designated as Lot 2, Block 2, Ama-Sections 34 & 36, municipal address 10493 River Road, Ama as requested by Blake and Caitlin Comardelle.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0129

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on a 61,722 square foot area consisting of Lots 77-A, 78-A, 79-A, 79-B, 89-A, 90-A, 91-A, and 91-B, Square 7, Destrehan Park Subdivision as requested by Bunge North America.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0130

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1M on a 139,260 square foot area consisting of Lot 69-A-2A, Coteau de France or Ranson Tract, municipal address 16644 Highway 90, Des Allemands as requested by Paul Hogan.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0131

An ordinance to accept the execution of a Lease with the St. Charles Parish School Board for storage space at the Eual J. Landry Alternative Center in Hahnville to store equipment for the Department of Parks & Recreation.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0138

An ordinance to approve and authorize the execution of a contract with Wallace C. Drennan, Inc. for the East Bank Transmission Line Repair/Replacement (Project No. WWKS 101) in the amount of \$433,000.00.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0139

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the Magnolia Ridge Drainage Pump Station, for Project No. P080905-6C, grant reference Project No. HMGP#4080-089-0002, FEMA-4080-DR-LA, Project #3, Magnolia Ridge Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, to decrease the amount by \$70,905.36 and increase the contract time by seventy-five (75) days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0140

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit in **Highland Oaks Subdivision in St. Rose to twenty (20) miles per hour.**

Sponsors: Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0141

An ordinance approving and authorizing the execution of an Act of Dedication for Ashton Plantation Phase 2-B, Luling.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0142

An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and or/expropriate the necessary real estate interest to a portion of land owned by the Estate of Roberta Savoie Landry, et al., designated as Parcel 1-5 for the West Bank Hurricane Protection Levee, Phase III - Ellington, St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

2020-0143

An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and or/expropriate the necessary real estate interest to a portion of land owned by the Estate of Harney Hooper, et al., designated as Parcel 1-6C for the West Bank Hurricane Protection Levee, Phase III - Ellington, St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2020

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

3 2020-0120

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 20-5-9

21 2020-0121

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 20-5-10

32 2020-0122

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "**NO OVERNIGHT PARKING**" signs at the St. Charles Parish Killona Community Center, 201 Highway 3141, Killona.

Sponsors: Ms. Darensbourg Gordon

Reported:

Councilwoman Darensbourg Gordon Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 20-5-11

33 2020-0123

An ordinance to approve and authorize the execution of an Engineering Services Contract between Linfield, Hunter & Junius, Inc. and St. Charles Parish for the design and construction management of a Memorial Park to be located at 274 Judge Edward Dufresne Parkway, Luling, LA.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

Parks & Recreation Department Recommended: Approval

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to accept the revised version of Exhibit A. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Amended

Speakers:

Mr. Milton Allemant, Hahnville (received via email and read by Chairman Gibbs)

Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 20-5-12

50 2020-0124

An ordinance to approve and authorize the execution of a Professional Services Agreement with Calvin, Giordano & Associates, Inc. (CGA), to update the Parish's 2012 Parks and Recreation Master Plan.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

Parks & Recreation Department Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville (received via email and read by Chairman Gibbs)

Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 20-5-13

2020-0144

A resolution in support of submitting a request for additional funds from the Louisiana Office of State Parks, Division of Outdoor Recreation, for the completion of the Rathborne Park, Phase III project in Luling.

Sponsors: Mr. Jewell, Grants Office, Ms. Fonseca, Ms. Darenbourg Gordon, Ms. Clulee, Ms. Bellock and Mr. Fisher

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Fisher, seconded by Councilmember Clulee, to deviate from the regular order of the agenda to take up File No. 2020-0144; a matter not on the agenda. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Deviated

Reported:

Parish President Recommended: Approval
Grants Office Recommended: Approval
Councilwoman Fonseca Recommended: Approval
Councilwoman Darensbourg Gordon Recommended: Approval
Councilwoman Clulee Recommended: Approval
Councilwoman Bellock Recommended: Approval
Councilman Fisher Recommended: Approval
Grants Officer Stephanie Bruning spoke on the matter.

Public comment opened; no public comment

Council Discussion

Ms. Bruning spoke on the matter.

Amendment: to amend the proposed resolution by adding Councilwoman Benedetto, Councilman Gibbs, Councilman Dufrene, and Councilwoman Fisher-Perrier as co-sponsors

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to Amend File No. 2020-0144. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Amended

64 2020-0144

A resolution in support of submitting a request for additional funds from the Louisiana Office of State Parks, Division of Outdoor Recreation, for the completion of the Rathborne Park, Phase III project in Luling.

Sponsors: Mr. Jewell, Grants Office, Ms. Benedetto, Ms. Fonseca, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs, Ms. Bellock, Mr. Dufrene, Mr. Fisher and Ms. Fisher-Perrier

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

A motion was made by Councilmember Dufrene, seconded by Councilmember Fisher-Perrier, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6498

Returned

Enactment No: 6498

APPOINTMENTS**65** 2020-0105

A resolution to appoint Mr. Jack Keen to the St. Charles Parish Planning & Zoning Commission as the District IV Representative.

VOTE ON THE APPOINTMENT OF MR. JACK KEEN

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6499

66 2020-0106

A resolution to appoint Mr. Carmine Frangella to the St. Charles Parish Planning & Zoning Commission as the District VI Representative.

VOTE ON THE APPOINTMENT OF MR. CARMINE FRANGELLA

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6500

2020-0136

A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.

Vacancy Announced

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2020-0137

- Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals

Authorize the Advertisement for Acceptance of Proposals; carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Authorized

ADJOURNMENT

A motion was made by Councilmember Dufrene, seconded by Councilmember Clulee, to adjourn the meeting at approximately 7:59 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, *the 52nd Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and,*

WHEREAS, *this law guarantees for each citizen the critical, personal element of freely choosing a home; and,*

WHEREAS, *a fair housing law has been passed by the state of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and,*

WHEREAS, *the departments and agencies of the state of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and,*

WHEREAS, *barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY RETROACTIVELY PROCLAIM THE MONTH OF APRIL 2020, AS

**“FAIR HOUSING MONTH
IN
ST. CHARLES PARISH”**

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT
s/HOLLY FONSECA
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B
s/LA SANDRA DARENSBOURG GORDON
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/NICKY DUFRENE
NICKY DUFRENE
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, flooding poses a risk to the safety and property of residents; and,
WHEREAS, flooding from storm surge is one of biggest dangers during tropical weather; and,
WHEREAS, it is recommended that all residents purchase flood insurance regardless of their flood zone; and,
WHEREAS, the parish's Flood Aware Committee was organized in 2017 to compile a plan for public information that informs residents of local flood risks and promotes flood insurance coverage; and,
WHEREAS, The Flood Aware Committee is led by the Public Information Office and the parish's Coastal Zone Management team and includes stakeholders from the local chamber of commerce, industry, real estate, banks, and nonprofits; and,
WHEREAS, on February 17, 2020 the St. Charles Parish Council approved Resolution No. 6475 officially adopting the "Stormwater Management Program for Public Information" which has been submitted to the National Flood Insurance Program (NFIP) for the Community Rating System to hopefully reduce flood insurance rates for all St. Charles Parish residents.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MAY 2020 AS

"FLOOD RISK AWARENESS MONTH IN ST. CHARLES PARISH"

BE IT FURTHER RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY URGE ALL COMMUNITY MEMBERS TO PURCHASE FLOOD INSURANCE AND BE INFORMED OF LOCAL FLOOD RISKS AND MITIGATION PRACTICES DURING THE MONTH OF MAY.

s/MATTHEW JEWELL
 MATTHEW JEWELL
 PARISH PRESIDENT
s/HOLLY FONSECA
 HOLLY FONSECA
 COUNCILWOMAN AT LARGE, DIV. B
s/LA SANDRA DARENSBOURG GORDON
 LA SANDRA DARENSBOURG GORDON
 COUNCILWOMAN, DISTRICT I
s/MARY K. CLULEE
 MARY K. CLULEE
 COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
 DICK GIBBS
 COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO
 WENDY BENEDETTO
 COUNCILWOMAN AT LARGE, DIV. A
s/NICKY DUFRENE
 NICKY DUFRENE
 COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
 MARILYN B. BELLOCK
 COUNCILWOMAN, DISTRICT V
s/BOB FISHER
 BOB FISHER
 COUNCILMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
 JULIA FISHER-PERRIER
 COUNCILWOMAN, DISTRICT VII

2020-0120

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 20-5-9

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

WHEREAS, St. Charles Parish is undertaking an upgrade to the St. Rose Sewer Network; and,

WHEREAS, the St. Rose Sewer Network has a history of problems related to deficiencies in the network; and,

WHEREAS, the proposed sewer network upgrade requires the acquisition of temporary construction servitude(s) and perpetual sewer servitude(s) over Lots 5 and 6, located across the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described servitudes is in furtherance of the public's best interest and purpose and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,876.80 the properties more particularly described in the "Servitude Agreement" document attached hereto and made a part hereof, from Patsy Taggart Burke.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Spontato
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY: [Signature]

SERVITUDE AGREEMENT

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

PATSY TAGGART BURKE (XX-XXX-_____), nee Taggart (100% interest, separate property), being a person of the full age of majority and resident of _____ Parish, State of Louisiana, who declared she has been married once and then to Aubrey G. Burke, who is deceased and she has not since remarried, and whose mailing address is 11052 River Road, St. Rose, Louisiana 70087, herein represented by her duly appointed agent and attorney-in-fact, **Scott H. Burke**, pursuant to a Power of Attorney, dated September 25, 1987, annexed hereto and made a part hereof, said agent further declares that to the best of the Appearer's knowledge, information and belief, the said power of attorney annexed hereto has never been revoked, the Appearer's principal is alive, has not been interdicted and has not filed for bankruptcy,

Hereinafter designated as "**GRANTOR**", and;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 20-5-9, adopted by dated the St. Charles Parish Council on the 18th day of May, 2020, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as "**GRANTEE**").

For the consideration of the benefits, uses and advantages accruing to GRANTOR by reason of the "Project", known as St. Rose Sewer Network Upgrade, St. Charles Parish, Louisiana, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the GRANTEE a perpetual and assignable servitude and right-of-way in, on over and across the land to locate, construct, maintain, repair, operate, patrol and replace a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said perpetual sewer servitudes across the lands described below:

**LEGAL DESCRIPTION
PERPETUAL SEWER SERVITUDE ACROSS LOT 5**

That piece or portion of ground being a 10' Sewer Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation situated in Sections 41 & 43, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 763.71' to a point at Station 107+63.71, having coordinates of Northing 534052.14 ft. and Easting 3604032.68 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 10' Sewer Servitude being the south right of way of the Illinois Central Railroad a bearing of N48°57'51"E a distance of 148.08' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude being east line of Lot 5 of the John Lambert Tract of Almedia Plantation and the west line of Lot 6 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'51"E a distance of 10.65' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 148.03' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation and the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of N21°06'38"W a distance of 10.64' to a point;

The Point of Beginning

LEGAL DESCRIPTION PERPETUAL SEWER SERVITUDE ACROSS LOT 6

That piece or portion of ground being a 10' Sewer Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation situated in Section 41, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 911.79' to a point at Station 109+11.79, having coordinates of Northing 534149.36 ft. and Easting 3604144.37 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 10' Sewer Servitude being the south right of way of the Illinois Central Railroad a bearing of N48°57'51"E a distance of 147.90' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude being east line of Lot 6 of the John Lambert Tract of Almedia Plantation and the west line of Lot 7 of the John Lambert Tract of Almedia Plantation a bearing of S20°35'04"E a distance of 10.67' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.85' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation and the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of N20°50'51"W a distance of 10.65' to a point;

The Point of Beginning

Being the same property acquired by Aubrey G. Burke from Daniel J. Estopinal, Amy Estopinal, wife of Johanses Jilleba, John C. O'Connor, Jr., Kathleen Marie O'Connor, wife of John E. Funk, and Adelaide Beatrice O'Connor, wife of Stephen H. Ehret, through Sale of Real Estate, dated May 29, 1963 and recorded at COB 36, Folio 151, Instrument #24018. Being the same property further acquired by Aubrey G. Burke from Mrs. Sidonia Lambert Tschirin, Mrs. Corinne Lambert Hotard and Mrs. Cora Lambert Barnett through Sale of Property, dated May 29, 1968 and recorded at COB 76, Folio 631, Instrument # 32492. Being the same property further acquired by Patsy R. Taggart, widow of Aubrey G. Burke, from the Succession of Aubrey G. Burke through Judgment of Possession, dated November 24, 2008 and recorded at COB 722, Folio 410, Instrument # 347716 in the official records of St. Charles Parish.

TO HAVE AND TO HOLD said rights, servitude, and easement hereby conveyed for the sewer servitudes across LOT 5 and LOT 6 unto said GRANTEE, its successors and assigns in perpetuity.

Additionally, GRANTOR agrees to grant, transfer, assign, set over and deliver unto the GRANTEE a temporary construction servitude or easement to locate, construct a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said temporary servitude is for a period of one year beginning at the issuance of notice to proceed to the selected contractor for the identified project across lands described below:

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOT 5

That piece or portion of ground being a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation situated in Sections 41 & 43, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose

Sewer Network Upgrade” by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 763.71' to a point

Thence proceed in a southeasterly direction along the west line of a 10' sewer servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation and the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of S21°06'38"E a distance of 10.64' to a point at Station 107+60.08, Offset 10.00 R, having coordinates of Northing 534042.22 ft. and Easting 3604036.51 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 15' Construction Servitude being the south line of a 10' sewer servitude a bearing of N48°57'51"E a distance of 148.03' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude being the east line of Lot 5 of the John Lambert Tract of Almedia Plantation and the west line of Lot 6 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'51"E a distance of 15.98' to a point;

Thence proceed in a southwesterly direction along the south line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.95' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation being the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of N21°06'38"W a distance of 15.96' to a point

The Point of Beginning

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOT 6

That piece or portion of ground being a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation situated in Section 41, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade” by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 911.79' to a point

Thence proceed in a southeasterly direction along the west line of a 10' sewer servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation and the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'051"E a distance of 10.65' to a point at Station 109+08.11, Offset 10.00 R, having coordinates of Northing 534139.40 ft. and Easting 3604148.17 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 15' Construction Servitude being the south line of a 10' sewer servitude a bearing of N48°57'51"E a distance of 147.85' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude being the east line of Lot 6 of the John Lambert Tract of Almedia Plantation and the west line of Lot 7 of the John Lambert Tract of Almedia Plantation a bearing of S20°35'04"E a distance of 16.01' to a point;

Thence proceed in a southwesterly direction along the south line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.77' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation being the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of N20°50'051"W a distance of 15.98' to a point

The Point of Beginning

Being the same property acquired by Aubrey G. Burke from Daniel J. Estopinal, Amy Estopinal, wife of Johanes Jilleba, John C. O'Connor, Jr., Kathleen Marie O'Connor, wife of John E. Funk, and Adelaide Beatrice O'Connor, wife of Stephen H. Ehret, through Sale of Real Estate, dated May 29, 1963 and recorded at COB 36, Folio 151, Instrument #24018. Being the same property further acquired by Aubrey G. Burke from Mrs. Sidonia Lambert Tschirin, Mrs. Corinne Lambert Hotard and Mrs. Cora Lambert Barnett through Sale of Property, dated May 29, 1968 and recorded at COB 76, Folio 631, Instrument # 32492. Being the same property further acquired by Patsy R. Taggart, widow of Aubrey G. Burke, from the Succession of Aubrey G. Burke through Judgment of Possession, dated November 24, 2008 and recorded at COB 722, Folio 410, Instrument # 347716 in the official records of St. Charles Parish.

It is understood and agreed that, in the construction and maintenance of said project, the GRANTEE may move to or remove from the property herein described earth or other material in accordance with usual construction and maintenance practices. Following expiration of the temporary construction servitude, the herein described temporary construction servitude area will be left free of construction scars and no maintenance will occur within that area.

GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the perpetual servitude and temporary construction servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this perpetual servitude and temporary construction servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

The consideration for the herein described perpetual sewer servitude is the price and sum of ONE THOUSAND SIX HUNDRED THIRTY-TWO AND NO/100 (\$1,632.00) DOLLARS, together with the amount of TWO HUNDRED FORTY-FOUR AND 80/100 (\$244.80) DOLLARS for the temporary construction servitude, for the total amount of ONE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND 80/100 (\$1,876.80) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof.

All ad valorem taxes assessed against the above described property for the three (3) years immediately preceding the current year have been paid.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20 ____, after a due reading of the whole.

WITNESSES:

GRANTOR:

Print Name

Print Name

**PATSY TAGGART BURKE, represented
herein by SCOTT H. BURKE, agent and
attorney-in-fact**

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

IN TESTIMONY WHEREOF, in Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20____, after a due reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

BY: MATTHEW JEWELL

ITS: PRESIDENT

Print Name

Print Name

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

POWER OF ATTORNEY
BY PATSY TAGGART BURKE
TO SCOTT H. BURKE

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

BE IT KNOWN, that on this 25th day of September,
1987;

BEFORE ME, Carl A. Butler, a Notary Public, duly
commissioned and qualified, in and for the Parish of Jefferson,
State of Louisiana, therein residing, and in the presence of the
undersigned witnesses:

PERSONALLY CAME AND APPEARED: PATSY T. BURKE, a person
of the full age of majority, and a resident of the Parish of
Orleans, State of Louisiana, hereinafter sometimes referred to as
"Appearer", who declared that Appearer has made and appointed,
and by these presents Appearer does make, name, nominate, ordain,
authorize, constitute and appoint, and in Appearer's place and
stead, depute and put SCOTT H. BURKE, a person of the full age of
majority and a resident of the Parish of Jefferson, State of
Louisiana (sometimes hereinafter referred to as "Agent"), to be
Appearer's true and lawful agent and attorney in fact, general
and special;

And Appearer, by these presents does hereby grant unto
said Agent to act for Appearer in Appearer's name and on
Appearer's behalf, to do any and every act and to exercise any
and every power that Appearer might or could do of whatever kind
or nature, to conduct, manage and transact, all and singular,
Appearer's affairs, business, concerns and matters of whatever
kind or nature, without any exceptions or reservations
whatsoever.

I. Without limiting the generality of the foregoing, said Agent
shall have full power and authority to do the following:

A. IMMOVABLE PROPERTY. To enter upon and take possession
of any immovable property wheresoever situated, in which Appearer
may now or hereafter own or claim any interest, and to let,
manage and improve the same or any part thereof, and to repair or
otherwise improve or alter, any buildings, structures or other
improvements thereon;

B. SALE, LEASE, EXCHANGE OR PURCHASE. To sell, either at
public or private sale, to contract to sell, to convey, lease,
quitclaim, or exchange any property, real or personal, immovable
or movable or mixed, in which Appearer may now or hereafter own

any interest, to or with any person or persons, firms or corporations, and upon such terms and conditions as said Agent shall deem advisable; to give a mortgage, encumber or hypothecate, contract a loan or acknowledge a debt; and to contract for and to consummate the purchase of any such property. Said Agent may approve closing statements, and take all other actions necessary to receive, transfer, or accept title to any such property. To purchase on behalf of Appearer and for Appearer's account any real or personal movable or immovable property that said Agent deems to be in the best interest of Appearer or Appearer's estate, including stocks and bonds (and specifically including U.S. Government bonds redeemable at par for the payment of Federal Estate Taxes), for cash, credit, or such other terms and for such consideration as said Agent deems appropriate. To sign and execute in the name of the Appearer all acts, whether of sale, mortgage, lease, release contract, compromise, covenant, deed, assignment, agreement, division order or otherwise, that shall be requisite or necessary and containing such terms or conditions and provisions as said Agent shall deem proper;

C. POSSESSION, COLLECTION, RECOVERY AND OTHER POWERS RESPECTING CERTAIN PERSONAL PROPERTY. To demand, sue for, recover, collect, compromise, receive and hold and possess, all sums of money (including those which may be due under the terms of any leases or promissory notes or from tenants of any property that Appearer may now or hereafter own), debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes (and their contents), legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, treasury bills, securities or evidences of debt issued by any governmental or private authority or entity, annuities, pension and retirement benefits, stock bonus plan and profit-sharing plan benefits, stock options, insurance benefits and proceeds, payments (including compensation or reimbursements) from any State or Federal Government entity or agency (including Medicare, Medicaid, and Social Security payments), documents, tangible and intangible property and property rights, and liquidated and unliquidated demands, and things of whatsoever nature or description which now or hereafter shall be or become due, owing, payable or belonging to Appearer, in or by any right, title, ways or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as said Agent shall think advisable; and, additionally, to transfer, draw, endorse, assign or negotiate any of the above described instruments or other items that may be subject to transfer, assignment or negotiation; and, to accept or reject a succession;

D. CONTROVERSIES AND ACTIONS. To commence, prosecute, discontinue, or defend all actions or other legal proceedings, involving or in any way affecting or relating to Appearer's estate or any part thereof or any matter in which Appearer or Appearer's estate may be in any way concerned; and to have, sue upon and utilize all legal and equitable remedies, procedures and writs in Appearer's name for the collection or recovery of any item or matter in which the Appearer has or may acquire an interest, and to submit to arbitration, compromise, settle and agree with reference to any of the same, or with reference to any controversy, dispute or other matter concerning Appearer's estate, and to make, execute and deliver for Appearer in Appearer's name, all endorsements, acquitances, releases, receipts and other sufficient discharges for the same. To represent judicially and otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which Appearer may be or become interested, including any acceptance or renunciation thereof, and to apply for the administration thereof and to demand, obtain and execute all orders and decrees as said Agent may deem proper therein, and finally, to settle, compromise and liquidate

Appearer's interest therein, and to receive and receipt for all property to which Appearer may be entitled in respect of said successions or estates;

E. REPAIRS. To contract for any and all repairs to properties now or hereafter owned by Appearer, and to pay the costs thereof;

F. LOANS. To loan money or funds to any person, corporation or other entity upon such terms and conditions (including at no interest and on an unsecured basis) as said Agent may deem prudent or desirable;

G. AD VALOREM TAXES AND INSURANCE. To render property for taxes and to pay ad valorem taxes; to obtain, and to pay premiums for casualty, public liability or any other type of insurance;

H. ATTORNEYS, ACCOUNTANTS AND OTHER AGENTS - SUBSTITUTION. To engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, real estate agents, and other agents in connection with or in relation to the exercise of any rights or powers granted herein, and to pay the costs of services rendered by them; and, additionally, to designate, by notarized instrument in writing, a substitute for said Attorney-in-Fact, or a sub-agent, and to delegate to such substitute Attorney-in-Fact or sub-agent (either with or without such restrictions or limitations as said Agent may impose in such instrument) all or any of the powers or authorities granted herein to said Attorney-in-Fact. Unless otherwise expressly provided in the instrument designating a substitute, (i) all provisions herein applicable to said Agent shall apply to such substitute, and (ii) such substitute shall exercise the powers and authorities therein delegated concurrently with (and not in lieu of) said Agent originally named herein;

I. DEPOSITS, WITHDRAWALS AND EXPENDITURES. To make deposits and withdrawals from any account in any financial institution, which account is held in Appearer's name, or in which Appearer may now or hereafter own an interest, and to deposit any monies which may come to said Agent as such, with any bank or other person either in Appearer's or said Agent's own name, and to employ or expend as said Agent shall think fit, any of such money or other money to which Appearer is entitled which now is or shall be so deposited; to endorse checks, drafts, or bills or exchange for collection, deposit, or cashing;

J. LEASES. To execute or amend lease agreements for or on behalf of the Appearer, either as lessor or lessee, for any term (which may extend beyond the duration of this Power of Attorney), and containing such other provisions or conditions as said Agent deems appropriate;

K. SECURITIES. To sell and transfer all or any shares of the capital stock of any corporation owned by Appearer, and receive and receipt for the dividends due or to become due thereon. To sell, to sell short, buy or trade in stocks, shares of participation and other equity instruments, by whomsoever issued, and to pledge, pawn or hypothecate all or any shares of stock in any corporation owned by Appearer. To hold, deliver and endorse securities, notes or other negotiable instruments including, but not limited to, stock certificates, proxies, bonds, debentures and other instruments of every character wherein Appearer may be interested, and to make and give any note or notes, which may be necessary from time to time, or renew, extend or waive prescription on the same. To attend all or any meetings of creditors wherein Appearer may be interested, and to vote in Appearer's name on all questions or matters that may be submitted to such meetings. To vote at the meetings of shareholders in person or by proxy, and to exercise with respect to all stocks, bonds or other investments now or hereafter owned

by Appearer, or held in Appearer's name, all of such other rights, powers and privileges as may be exercised by any person owning similar property in Appearer's own right;

L. TAXATION. To exercise any rights or options granted to Appearer under the Federal Internal Revenue Code, or under other statute or regulation, state or federal, involving or relating to taxation. Without limiting the foregoing, said Agent may prepare, sign Appearer's name to, and file any return or report, and execute a waiver or disclaimer of any property or any interest therein (including undivided interests, present and future interests) which is now or might at any time hereafter become part of Appearer's estate;

M. BUSINESS OPERATION. To operate any business owned by Appearer, or in which Appearer may own an interest;

N. OIL AND GAS. To make, execute, renew, supplement, modify and amend (upon terms deemed appropriate by said Agent) oil, gas and mineral leases (including pooling provisions) and mineral deeds, royalty deeds, assignments of overriding royalty, pooling, boundary or unitization agreements, division orders or other instruments in connection with or related to the exploration and development of oil, gas, other minerals, and any other interests in or portion of real property ("real property" and "mineral" as used herein shall include oil, gas, salt, coal, lignite, sulphur, uranium and other minerals);

O. EXECUTION AND DELIVERY OF INSTRUMENTS AND WRITINGS. Without limiting the foregoing, to make, execute, acknowledge and deliver contracts, deeds, promissory notes, deeds of trust, agreements, options, security agreements, bills of sale, assignments, insurance policies, stock certificates, proxies, warrants, commercial paper, receipt and deposit instruments, and all other instruments and writings of whatever kind and nature as may be necessary or convenient to the exercise of any of the powers herein granted;

P. BORROWING. To borrow any sums of money, on such terms and with such security, as said Agent deems proper, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, financing statements, renewals or extensions of existing or future debts and security therefor, and other instruments which may be necessary or proper in relation thereto;

Q. SUPPORT AND MAINTENANCE. To arrange and pay (out of Appearer's estate) for Appearer's maintenance, support, living expenses, dental, surgical, hospital and other medical needs, all as said Agent deems necessary or appropriate;

R. AGENT'S INDIVIDUAL INTERESTS - PARTITION. To join (in said Agent's own individual capacity) in taking any action or executing any writing hereunder, with respect to any property (or other matter) in which said Agent and Appearer's estate own joint, undivided, common or community interests; and to partition any such property (including the right, where said Agent is also Appearer's spouse, to partition community property into separate shares). Said Agent (individually) may purchase or hold undivided interests in property in which Appearer's estate owns undivided interests;

S. FIDUCIARY POWERS - OPTIONS. To exercise any powers and any duties vested in Appearer, whether solely or jointly with any others, as executor, administrator, or trustee or in any other fiduciary capacity (or to exercise any option granted Appearer under any written instrument) so far as such power or duty is capable of validly being delegated (or such option is capable of being so exercised) under applicable law and under the instrument creating such fiduciary relationship (or option, as the case may be);

T. GIFTS. To continue Appearer's annual gift program to charities, churches, employees and relatives of the Appearer (including, specifically, to the Agent, individually) by transferring to one or more of these donees such cash, stocks, bonds, securities or other property or interests in property (comprising Appearer's estate) as and when said Agent may think proper and in such amounts consistent with Appearer's prior gifts, Appearer's current estate and the donee's respective needs;

U. GENERAL GRANT OF FULL AUTHORITY. In general, and without limiting anything herein contained, Appearer gives and grants unto said Agent full power and authority to do and perform all other acts, deeds, and things whatsoever concerning or with relation to Appearer's estate, property and affairs, as fully, to all intents and purposes, as Appearer might or could do if personally present and competent, hereby ratifying and confirming whatsoever said Agent shall and may do by virtue hereof in the premises.

II. MISCELLANEOUS AND GENERAL PROVISIONS

A. Revocation of this Power of Attorney.

Appearer may revoke this Power of Attorney upon oral or written notice to Agent; however, such revocation shall not be binding upon third parties until a written revocation shall be entered of record in the Parish or Parishes wherein Appearer owns any immovable property or mineral interests. Subject to Paragraph F, it shall terminate upon Appearer's death, or upon the death of all Agents authorized to act hereunder.

B. Bond.

No Agent shall be obligated to furnish bond or other security for acting hereunder.

C. Compensation.

Said Agent shall be entitled to no compensation for services rendered hereunder.

D. Limitation on Powers Granted - Estate and Income Tax.

Anything herein to the contrary notwithstanding, this Power of Attorney shall be construed and the authority herein granted shall be limited so that:

1. None of the above income earned or attributable to the properties covered by this Power of Attorney shall be taxed to said Agent; and

2. The properties covered by this Power of Attorney shall not be included in the gross estate of said Agent or taxed in the Agent's estate as a general power of appointment as said term is defined in Section 2041 of the Internal Revenue Code. In this regard (except for said Agent's right to compensation for services rendered hereunder) no power created herein shall be exercisable by any Agent in its own favor, or in favor of said Agent's estate, said Agent's creditors or the creditors of said Agent's estate.

E. Indemnity.

Appearer shall indemnify said Agent and any successor who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which

said Agent at any time may sustain or incur in connection with the carrying out the authority granted Agent in this Power of Attorney.

F. Good Faith Reliance.

Appearer's death shall not revoke or terminate this agency as to the Agent or other person who, without actual knowledge of Appearer's death, acts in good faith under this Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon Appearer and Appearer's heirs, devisees and personal representatives. An affidavit, executed by said Agent stating that Agent does not have, at the time of doing any act pursuant to this Power of Attorney, actual knowledge of the revocation or termination of this Power of Attorney, is, in the absence of fraud, conclusive proof of nonrevocation or nontermination of the power at that time.

G. Durable Power - Non Termination on Incompetence or Disability

In addition to, and without limiting the foregoing, Appearer hereby provides that the rights, privileges and powers of attorney hereby granted shall not terminate upon Appearer's incapacity, physical or mental disability, or other conditions making express revocation, impossible or impractical.

H. Accounting.

Appearer hereby releases said Agent from Agent's obligation of rendering an accounting of Agent's management.

I. Severability, Definitions and Miscellaneous.

In the event any sentence, clause or other portion of this Power of Attorney is invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining sentences, clauses or other portions hereof, and this instrument shall be construed as if such invalid or unenforceable sentence, clause or other provision had not been included herein. Where applicable, the term "her" shall include "his," and the singular shall include the plural. Captions herein are for convenience only and shall not limit or affect the content of the sentences which follow. Louisiana Law shall govern the construction hereof. The term "Appearer's estate" as used herein shall mean all movable or immovable property and mineral interests, wheresoever located, in which Appearer may now or hereafter own or claim any interest.

THUS DONE AND SIGNED, at New Orleans, Louisiana, on the day, month, and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Imas A. Loe

Patsy Taggart Burke
PATSY TAGGART BURKE

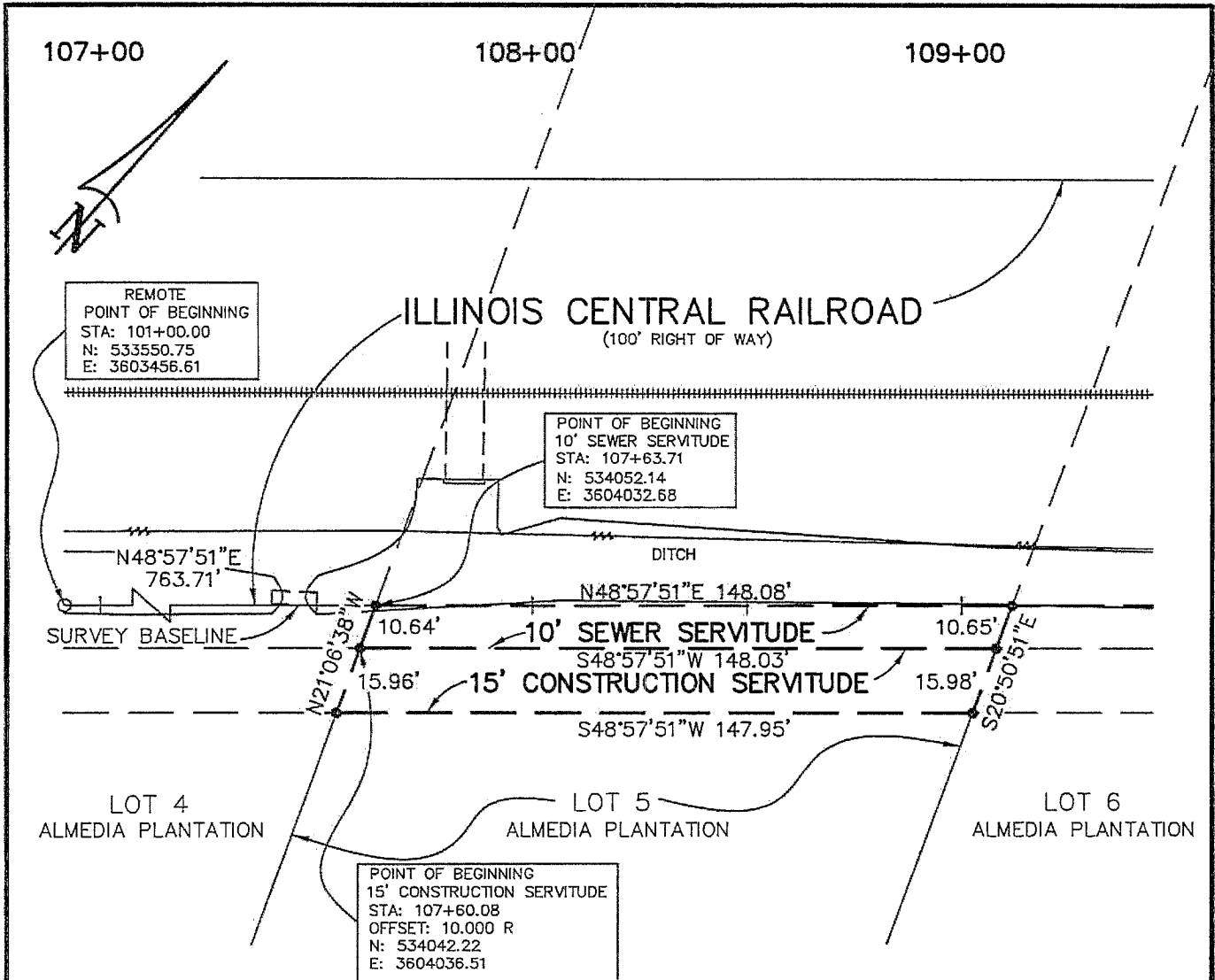
[Signature]

Carl - [Signature]

NOTARY PUBLIC

Accepted on the 25th day of
September, 1987.

[Signature]
SCOTT H. BURKE



AREA	
10' SEWER SERVITUDE	1,481 SQ. FT.
15' CONSTRUCTION SERVITUDE	2,220 SQ. FT.

SCALE: 1" = 40'

LEGEND

- CALCULATED POINT
- #4 IRON ROD FOUND

TITLE: SURVEY PLAT OF A 10' SEWER SERVITUDE & A 15' CONSTRUCTION SERVITUDE ACROSS LOT 5 OF THE JOHN LAMBERT TRACT OF ALMEDIA PLANTATION WITH REFERENCE TO ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT NUMBER S150301, ST. ROSE SEWER NETWORK UPGRADE SITUATED IN SECTIONS 41 & 43, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

SURVEY REFERENCE: TRACTS 1, 2, 3, 4, 5, 6, 7, 8 & 9 OF THE JOHN LAMBERT TRACT BY H.E. LANDRY, C.E. DATED 8/22/1946.

BASIS OF BEARING: BEARINGS/COORDINATES HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 1702, NAD 83, GEOID 12A USING LEICA SMARTNET SOLUTION DATED 8/8/2017.

SURVEYOR'S NOTES:
 A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME, OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2909 - ROUTE SURVEY.
 B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
 C. STATIONING IS BASED ON ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT S150301, ENVIRONMENTAL ENGINEERING SERVICES, INC. NO. 1412, SHEETS C06-C09.

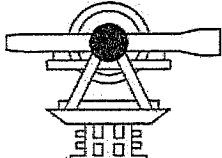
CERTIFIED TO: ST. CHARLES PARISH
DATE: FEBRUARY 1, 2018

Stephen P. Flynn
 STEPHEN P. FLYNN
 P.L.S. LA. ST. REG. NO. 4668

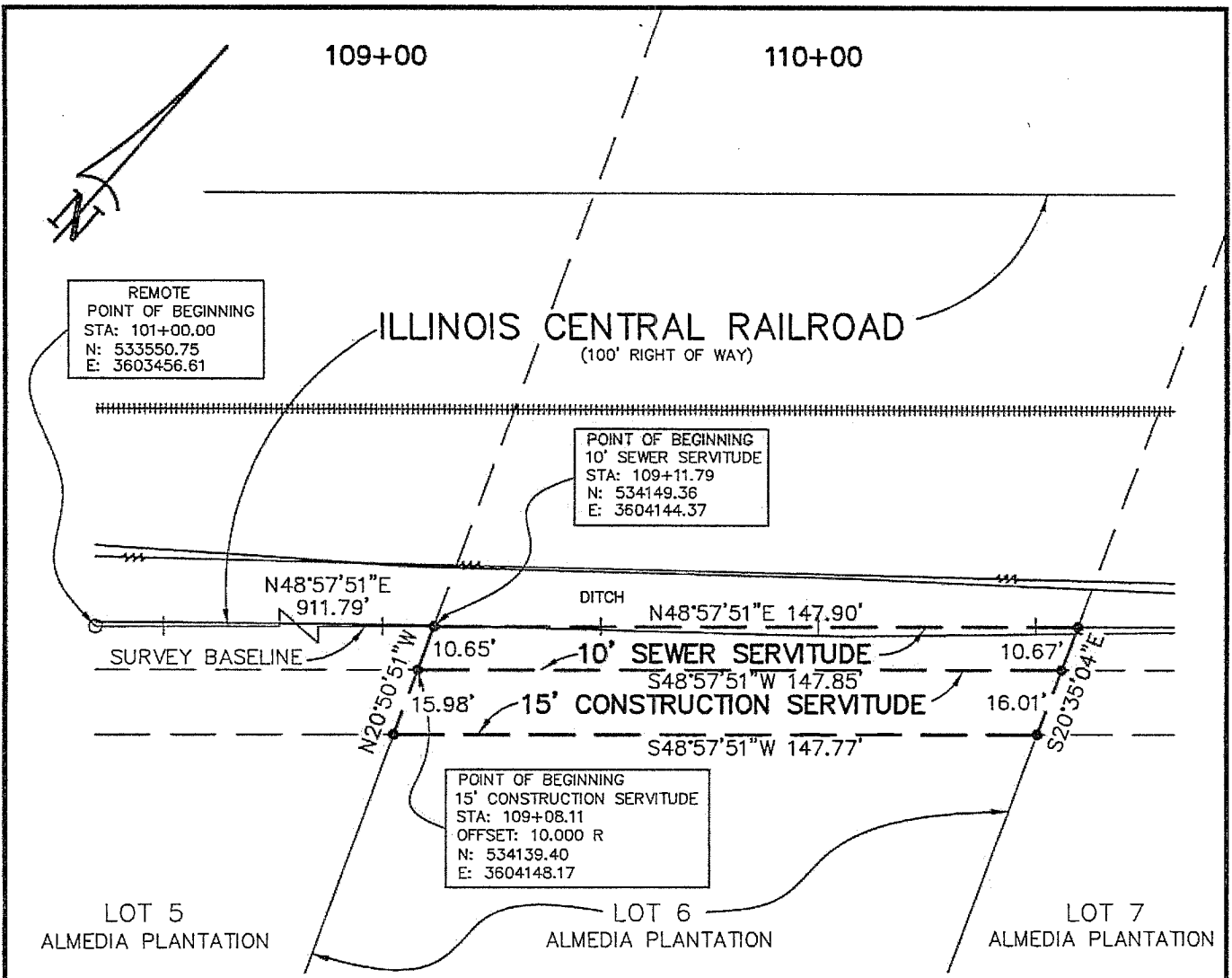
DRAWN BY: KPB

DRAWING NO. L1552_WO3099-4

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
 LAPLACE, LA. 70068
 1-800-248-6982
 985-652-6356



REMOTE
POINT OF BEGINNING
STA: 101+00.00
N: 533550.75
E: 3603456.61

POINT OF BEGINNING
10' SEWER SERVITUDE
STA: 109+11.79
N: 534149.36
E: 3604144.37

POINT OF BEGINNING
15' CONSTRUCTION SERVITUDE
STA: 109+08.11
OFFSET: 10.000 R
N: 534139.40
E: 3604148.17

SCALE: 1" = 40'

LEGEND

- CALCULATED POINT
- #4 IRON ROD FOUND

AREA	
10' SEWER SERVITUDE	1,479 SQ. FT.
15' CONSTRUCTION SERVITUDE	2,217 SQ. FT.

TITLE: SURVEY PLAT OF A 10' SEWER SERVITUDE & A 15' CONSTRUCTION SERVITUDE ACROSS LOT 6 OF THE JOHN LAMBERT TRACT OF ALMEDIA PLANTATION WITH REFERENCE TO ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT NUMBER S150301, ST. ROSE SEWER NETWORK UPGRADE SITUATED IN SECTION 41, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

SURVEY REFERENCE: TRACTS 1, 2, 3, 4, 5, 6, 7, 8 & 9 OF THE JOHN LAMBERT TRACT BY H.E. LANDRY, C.E. DATED 8/22/1946.

BASIS OF BEARING: BEARINGS/COORDINATES HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 1702, NAD 83, GEOID 12A USING LEICA SMARTNET SOLUTION DATED 8/8/2017.

SURVEYOR'S NOTES:

- A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME, OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2909 - ROUTE SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. STATIONING IS BASED ON ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT S150301, ENVIRONMENTAL ENGINEERING SERVICES, INC. NO. 1412, SHEETS C06-C09.

CERTIFIED TO: ST. CHARLES PARISH

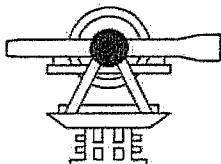
DATE: FEBRUARY 1, 2018

Stephen P. Flynn
STEPHEN P. FLYNN
P.L.S. LA. ST. REG. NO. 4668

DRAWN BY: KPB

DRAWING NO. L1552_W03099-3

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
LAPLACE, LA. 70068
1-800-248-6982
985-652-6356

2020-0121

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-5-10

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

WHEREAS, St. Charles Parish is undertaking an upgrade to the St. Rose Sewer Network; and,

WHEREAS, the St. Rose Sewer Network has a history of problems related to deficiencies in the network; and,

WHEREAS, the proposed sewer network upgrade requires the acquisition of temporary construction servitude(s) and perpetual sewer servitude(s) over as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described servitudes is in furtherance of the public's best interest and purpose and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,867.40 the properties more particularly described in the "Servitude Agreement" document attached hereto and made a part hereof, from Rhino Enterprises, Inc.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Inpadato

DLVD/PARISH PRESIDENT: May 19, 2020

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: May 21, 2020

AT: 8:40 am RECD BY: [Signature]

SERVITUDE AGREEMENT

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

RHINO ENTERPRISES, INC. (TAX ID #XX-XXXX9542), a corporation organized under the laws of the State of Louisiana, herein appearing by and through **Wayne F. Wandell**, duly authorized pursuant to a Corporate Resolution dated _____, a copy of which is annexed hereto and made a part hereof, whose mailing address is 817 Hickory St., Harahan, LA 70123,

Hereinafter designated as “**GRANTOR**”, and;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 20-5-10, adopted by dated the St. Charles Parish Council on the 18th day of May, 2020, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as “**GRANTEE**”).

For the consideration of the benefits, uses and advantages accruing to GRANTOR by reason of the “Project”, known as St. Rose Sewer Network Upgrade, St. Charles Parish, Louisiana, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the GRANTEE a perpetual and assignable servitude and right-of-way in, on over and across the land to locate, construct, maintain, repair, operate, patrol and replace a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said perpetual sewer servitude across the lands described below:

**LEGAL DESCRIPTION
PERPETUAL SEWER SERVITUDE ACROSS LOT G-1-B**

That piece or portion of ground being a 10’ Sewer Servitude across Lot G-1-B of Almedia Plantation situated in Section 40, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10’ Sewer Servitude & a 15’ Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade” by Stephen P.

Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 1436.31' to a point;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad along a tangent curve to right with a radius of 2814.93', a curve length 65.70' & a chord bearing of N49°37'58"E a distance of 65.70' to a point at Station 115+02.01 having coordinates of Northing 534536.28 ft. and Easting 3604590.07 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad being the north line of a 10' sewer servitude along a tangent curve to right with a radius of 2814.93', a curve length 352.03' & a chord bearing of N53°53'03"E a distance of 351.79' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude a bearing of S32°38'07"E a distance of 10.00' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude along a non-tangent curve to left with a radius of 2804.93', a curve length 354.41' & a chord bearing of S53°50'50"W a distance of 354.17' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot G-1-B and the east line of Lot 119 of Riverview Estates a bearing of N19°47'43"W a distance of 10.64' to a point;

The Point of Beginning

Being the same property acquired by Rhino Enterprises, Inc. from Secor Bank, Federal Savings Bank, through Act of Sale, dated December 6, 1993, and recorded on December 15, 1993 at COB 473, Folio 509, Entry No. 180147, in the official records of St. Charles Parish.

TO HAVE AND TO HOLD said rights, servitude, and easement hereby conveyed for the sewer servitude across LOT NO. G-1-B unto said GRANTEE, its successors and assigns in perpetuity.

Additionally, GRANTOR agrees to grant, transfer, assign, set over and deliver unto the GRANTEE a temporary construction servitude or easement to locate, construct a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said temporary servitude is for a period of one year beginning at the issuance of notice to proceed to the selected contractor for the identified project across lands described below:

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOTS G-1-A & G-1-B

That piece or portion of ground being a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation situated in Section 40, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of $N48^{\circ}57'51''E$ a distance of 1436.31' to a point;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad along a tangent curve to right with a radius of 2814.93', a curve length 65.70' & a chord bearing of $N49^{\circ}37'58''E$ a distance of 65.70' to a point;

Thence proceed in a southeasterly direction along the west line of a 10' Sewer Servitude being the east line of Lot 119 of Riverview Estates a bearing of $S19^{\circ}47'43''E$ a distance of 10.64' to a point at Station 114+98.37, Offset 10.00 R, having coordinates Northing 534526.27 ft. and Easting 3604593.68 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude along a non-tangent curve to right with a radius of 2804.93', a curve length 354.41' & a chord bearing of $N53^{\circ}50'50''E$ a distance of 354.17' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude a bearing of $S32^{\circ}38'07''E$ a distance of 15.00' to a point;

Thence proceed in a southwesterly direction along the being the south line of a 15' Construction Servitude along a non-tangent curve to left with a radius of 2789.93', a curve length 357.99' & a chord bearing of $S53^{\circ}47'29''W$ a distance of 357.75' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot G-1-B and the east line of Lot 119 of Riverview Estates a bearing of $N19^{\circ}47'43''W$ a distance of 15.97' to a point;

The Point of Beginning

Being the same property acquired by Rhino Enterprises, Inc. from Harvey Canal Holdings VII, L.L.C., through Act of Contribution of Property, dated December 21, 2012, and recorded on January 2, 2013 at COB 781, Folio 62, Entry No. 385111. Being the same property further acquired by Rhino Enterprises, Inc. from Secor Bank, Federal Savings Bank, through

Act of Sale, dated December 6, 1993, and recorded on December 15, 1993
at COB 473, Folio 509, Entry No. 180147, in the official records of St.
Charles Parish.

It is understood and agreed that, in the construction and maintenance of said project, the GRANTEE may move to or remove from the property herein described earth or other material in accordance with usual construction and maintenance practices. Following expiration of the temporary construction servitude, the herein described temporary construction servitude area will be left free of construction scars and no maintenance will occur within that area.

GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the perpetual servitude and temporary construction servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this perpetual servitude and temporary construction servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

The consideration for the herein described perpetual sewer servitude is the price and sum of ONE THOUSAND SIX HUNDRED TWENTY-TWO AND NO/100 (\$1,622.00) DOLLARS, together with the amount of TWO HUNDRED FORTY-FIVE AND 40/100 (\$245.40) DOLLARS for the temporary construction servitude, for the total amount of ONE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 40/100 (\$1,867.40) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof.

All ad valorem taxes assessed against the above described property for the three (3) years immediately preceding the current year have been paid.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his/her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20____, after a due reading of the whole.

WITNESSES:

GRANTOR:

RHINO ENTERPRISES, INC.

Print Name

Print Name

WAYNE F. WANDELL, Agent and
Attorney-in-Fact of Rhino Enterprises, Inc.

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

IN TESTIMONY WHEREOF, in Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20____, after a due reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

BY: MATTHEW JEWELL

ITS: PRESIDENT

Print Name

Print Name

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

**CORPORATE RESOLUTION OF
RHINO ENTERPRISES, INC.**

Upon motion duly made and seconded, the Board of Directors of RHINO ENTERPRISES, INC., unanimously adopted the following resolution to wit:

BE IT RESOLVED that WAYNE F. WANDELL, AGENT and ATTORNEY-IN-FACT of RHINO ENTERPRISES, INC., is hereby authorized and empowered for and on behalf of RHINO ENTERPRISES, INC. to do the following:

1. Execute a Servitude Agreement to convey, grant, dedicate, assign, transfer, and deliver the servitude and temporary construction servitude across Lots G-1-A and G-1-B to St. Charles Parish for the agreed value of \$1,867.40, said properties more fully described as follows:

LEGAL DESCRIPTIONS

LOT G-1-B ALMEDIA PLANTATION
10' SEWER SERVITUDE

That piece or portion of ground being a 10' Sewer Servitude across Lot G-1-B of Almedia Plantation situated in Section 40, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 1436.31' to a point;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad along a tangent curve to right with a radius of 2814.93', a curve length 65.70' & a chord bearing of N49°37'58"E a distance of 65.70' to a point at Station 115+02.01 having coordinates of Northing 534536.28 ft. and Easting 3604590.07 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad being the north line of a 10' sewer servitude along a tangent curve to right with a radius of 2814.93', a curve length 352.03' & a chord bearing of N53°53'03"E a distance of 351.79' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude a bearing of S32°38'07"E a distance of 10.00' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude along a non-tangent curve to left with a radius of 2804.93', a curve length 354.41' & a chord bearing of S53°50'50"W a distance of 354.17' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot G-1-B and the east line of Lot

119 of Riverview Estates a bearing of N19°47'43"W a distance of 10.64' to a point;

The Point of Beginning

Being the same property acquired by Rhino Enterprises, Inc. from Secor Bank, Federal Savings Bank, through Act of Sale, dated December 6, 1993, and recorded on December 15, 1993 at COB 473, Folio 509, Entry No. 180147, in the official records of St. Charles Parish.

LOT G-1-A & G-1-B ALMEDIA PLANTATION
15' CONSTRUCTION SERVITUDE

That piece or portion of ground being a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation situated in Section 40, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 1436.31' to a point;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad along a tangent curve to right with a radius of 2814.93', a curve length 65.70' & a chord bearing of N49°37'58"E a distance of 65.70' to a point;

Thence proceed in a southeasterly direction along the west line of a 10' Sewer Servitude being the east line of Lot 119 of Riverview Estates a bearing of S19°47'43"E a distance of 10.64' to a point at Station 114+98.37, Offset 10.00 R, having coordinates Northing 534526.27 ft. and Easting 3604593.68 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude along a non-tangent curve to right with a radius of 2804.93', a curve length 354.41' & a chord bearing of N53°50'50"E a distance of 354.17' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude a bearing of S32°38'07"E a distance of 15.00' to a point;

Thence proceed in a southwesterly direction along the being the south line of a 15' Construction Servitude along a non-tangent curve to left with a radius of 2789.93', a curve length 357.99' & a chord bearing of S53°47'29"W a distance of 357.75' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot G-1-B and the east line of

Lot 119 of Riverview Estates a bearing of N19°47'43"W a distance of 15.97' to a point;

The Point of Beginning

Being the same property acquired by Rhino Enterprises, Inc. from Harvey Canal Holdings VII, L.L.C., through Act of Contribution of Property, dated December 21, 2012, and recorded on January 2, 2013 at COB 781, Folio 62, Entry No. 385111. Being the same property further acquired by Rhino Enterprises, Inc. from Secor Bank, Federal Savings Bank, through Act of Sale, dated December 6, 1993, and recorded on December 15, 1993 at COB 473, Folio 509, Entry No. 180147, in the official records of St. Charles Parish.

2. Execute and sign any and all documents and writings of any kind whatsoever as deemed necessary in connection with the conveyance, assignment, transfer, and dedication of the properties by Rhino Enterprises, Inc., Grantor, to St. Charles Parish, Grantee.
3. Execute and deliver instruments, documents, agreements and other writings authorized in this resolution upon such terms, and in such form as he, in his sole, exclusive and absolute discretion deem necessary, advisable or proper.

CERTIFICATE

I, SHANA A. STUMPF, Secretary of RHINO ENTERPRISES, INC., do certify that the above and foregoing to be a true and correct excerpt from the minutes of the meeting of the Board of Directors of RHINO ENTERPRISES, INC. duly and legally called, conveyed and held at its office in _____, Louisiana on the _____ day of _____, 20__, at which time WAYNE F. WANDELL was given authority to act for RHINO ENTERPRISES, INC. by the unanimous consent of all members of the board of directors, and that same has not been modified, revoked or rescinded.

Witness by official signature and the seal of said Board of Directors of RHINO ENTERPRISES, INC. at _____, Louisiana this _____ day of _____, 20__.

SHANA A. STUMPF
SECRETARY

115+00

116+00

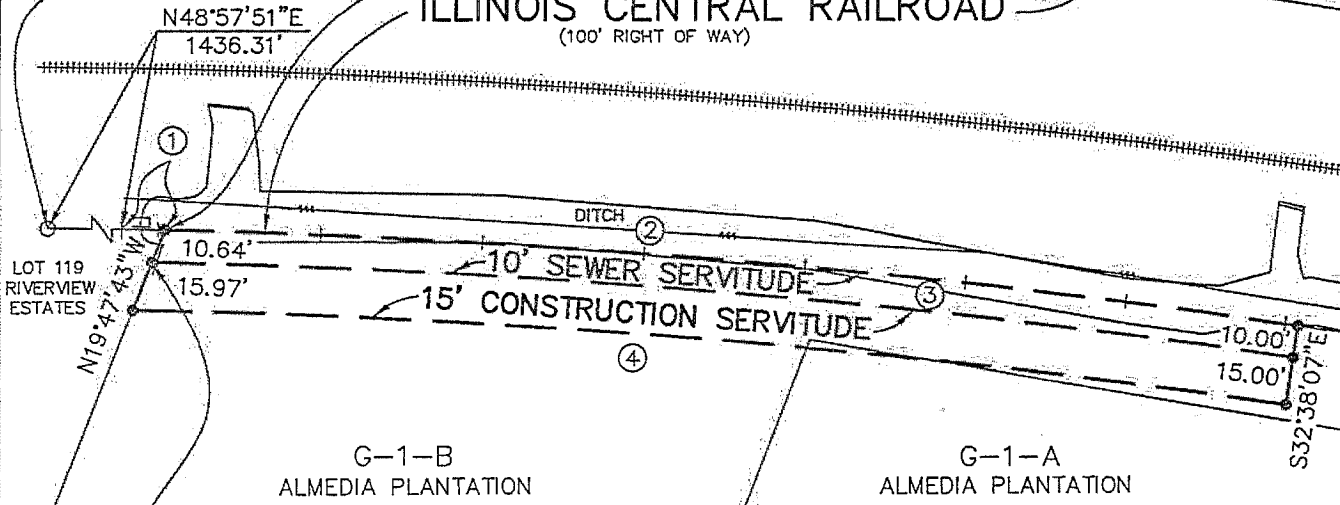
117+00

118+00

REMOTE
POINT OF BEGINNING
STA: 101+00.00
N: 533550.75
E: 3603456.61

POINT OF BEGINNING
10' SEWER SERVITUDE
STA: 115+02.01
OFFSET: 0.00 R
N: 534536.28
E: 3604590.07

ILLINOIS CENTRAL RAILROAD
(100' RIGHT OF WAY)



POINT OF BEGINNING
15' CONSTRUCTION SERVITUDE
STA: 114+98.37
OFFSET: 10.000 R
N: 534526.27
E: 3604593.68

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	65.70'	2814.93'	N49°37'58"E 65.70'
C2	352.03'	2814.93'	N53°53'03"E 351.79'
C3	354.41'	2804.93'	S53°50'50"W 354.17'
C4	357.99'	2789.93'	S53°47'29"W 357.75'

AREA	
10' SEWER SERVITUDE	3,532 SQ. FT.
15' CONSTRUCTION SERVITUDE	5,343 SQ. FT.

SCALE: 1" = 60'

LEGEND

- CALCULATED POINT
- #4 IRON ROD FOUND

TITLE: SURVEY PLAT OF A 10' SEWER SERVITUDE & A 15' CONSTRUCTION SERVITUDE ACROSS LOT G-1-A & LOT G-1-B OF ALMEDIA PLANTATION WITH REFERENCE TO ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT NUMBER S150301, ST. ROSE SEWER NETWORK UPGRADE SITUATED IN SECTION 40, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

SURVEY REFERENCE: RESUBDIVISION OF PARCEL G-1 INTO PARCELS G-1-A & G-1-B BY JOHN F. MARSHALL R.L.S. DATED 11/17/1989.

BASIS OF BEARING: BEARINGS/COORDINATES HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 1702, NAD 83, GEOID 12A USING LEICA SMARTNET SOLUTION DATED 8/8/2017.

SURVEYOR'S NOTES:
 A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME, OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2909 - ROUTE SURVEY.
 B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
 C. STATIONING IS BASED ON ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT S150301, ENVIRONMENTAL ENGINEERING SERVICES, INC. NO. 1412, SHEETS C06-C09.

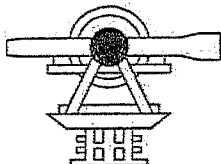
CERTIFIED TO: ST. CHARLES PARISH
DATE: FEBRUARY 1, 2018

Stephen P. Flynn
 STEPHEN P. FLYNN
 P.L.S. LA. ST. REG. NO. 4668

DRAWN BY: KPB

DRAWING NO. L1552_W03099-1

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
 LAPLACE, LA. 70068
 1-800-248-6982
 985-652-6356

2020-0122

**INTRODUCED BY: LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I**

ORDINANCE NO. 20-5-11

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **“NO OVERNIGHT PARKING”** signs at the St. Charles Parish Killona Community Center, 201 Highway 3141, Killona.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

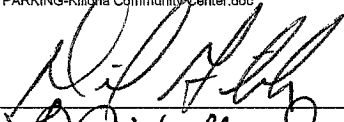
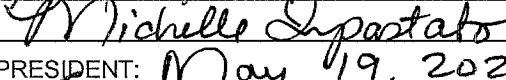
NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that **“NO OVERNIGHT PARKING”** signs be installed at the St. Charles Parish Killona Community Center located at 201 Highway 3141 in Killona; two no overnight parking signs, one on each side of entrance into parking lot and two signs prohibiting vehicles over five (5) tons.

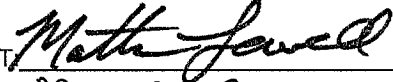
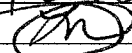
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

- YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
 DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

2020-0122 NO OVERNIGHT PARKING-Killona Community Center.doc

CHAIRMAN: 
 SECRETARY: 
 DLVD/PARISH PRESIDENT: May 19, 2020
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: 
 RETD/SECRETARY: May 21, 2020
 AT: 8:40am RECD BY: 

2020-0123

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. 20-5-12

An ordinance to approve and authorize the execution of an Engineering Services Contract between Linfield, Hunter & Junius, Inc. and St. Charles Parish for the design and construction management of a Memorial Park to be located at 274 Judge Edward Dufresne Parkway, Luling, LA.

WHEREAS, St. Charles Parish intends to construct a Memorial Park on the north side of the Edward Dufresne Community Center to honor all branches of the military. The park will also include an area to honor Gold Star families and prisoners of war. It will serve as a place for veterans to gather and host ceremonies such as Memorial Day and Veteran's Day; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design and construction management of said project for successful completion; and,

WHEREAS, the park will be constructed in phases with the first phase commencing this year; and,

WHEREAS, it is the desire of the Parish and Linfield, Hunter & Junius, Inc. to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract between Linfield, Hunter & Junius, Inc., and St. Charles Parish for the design and construction management of a Memorial Park at 274 Judge Edward Dufresne Parkway, Luling, LA is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *Michelle Inostab*
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: May 21, 2020
AT: 9:01 am RECD BY: *[Signature]*

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 21st day of May, 2020, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Linfield, Hunter & Junius, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the St. Charles Parish Memorial Park located on Judge Edward Dufresne Parkway project as described in Ordinance No. 20-5-12, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated March 13, 2020 (Proposal), which is attached hereto and made a part hereof.

1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as herein after provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design, Bidding Assistance and Construction Management of the phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The Scope of Work is shown in the Proposal and includes a new Memorial Park located on Judge Edward Dufresne Parkway.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical Review Committee Meetings, etc.

2.2 Task Order Conceptual/Preliminary Design

2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project.

2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.

- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
 - 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities.
 - 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
 - 2.2.6 Prepare for incorporation into Contract Documents preliminary drawings based on the accepted conceptual plan to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
 - 2.2.7 Prepare an opinion of probable total project costs based on the preliminary Drawings and Specifications.
 - 2.2.8 Meet with the Owner and present the preliminary design.
 - 2.2.9 Submit five paper copies and one electronic copy in PDF format of the preliminary Drawings, Specifications and cost opinion to the Owner for comments.
- 2.3 Task Order Final Design
- 2.3.1 Revise preliminary Drawings, Specifications and cost opinion based on Owner's comments.
 - 2.3.2 Prepare final Bidding Documents including final Drawings, Specifications and St. Charles Parish's front-end documents.
 - 2.3.3 Meet with the Owner to present the final design.
 - 2.3.4 Submit five paper copies and one electronic copy in PDF format of the final Bidding Documents and cost opinion to the Owner. Bidding Documents shall be signed and sealed by a Louisiana Professional Engineer.
- 2.4 Task Order Bidding
- 2.4.1 Produce Bidding Documents.
 - 2.4.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
 - 2.4.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
 - 2.4.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
 - 2.4.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is allowed by the Bidding Documents.
 - 2.4.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble Contract Documents as specified in Exhibit B, attached hereto and made a part hereof, for presentation and execution.
- 2.5 Task Order Construction

- 2.5.1** General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.5.2** Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
- 2.5.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.
- 2.5.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
- 2.5.3** Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.5.4** Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.5.5** Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.5.6** Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.5.7** Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.5.8** Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.5.9** Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.5.9.1** Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.5.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or

programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 2.5.10 Construction Closeout Document.** Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.5.11 Inspection.** Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.5.12 Pre-Construction Conference.** Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (latest release) and in PDF format titled to reflect "Construction Drawings"
- 2.5.13** Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.5.14** Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.9 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.
- 2.5.15** Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.6 Task Order Close-out and Facility Operation

Engineer shall:

- 2.6.1** Provide start-up services for the new facility.
- 2.6.2** Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.
- 2.6.3** Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

- 2.6.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.
- 2.6.5 Provide technical consultation and assistance in correcting warranty items.
- 2.6.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.6.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCAD format (latest release) and in PDF format titled to reflect "as built".
- 2.6.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.6.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete the Contract requirements.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Task Order.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer as per the following:
 - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services a lump sum fee as described in the Proposal.
 - 4.1.1.1 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments as shown in the Proposal.
 - 4.1.1.2 If the Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
 - 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, resident inspection services, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc., Owner shall pay Engineer based on the hourly rate included in the Proposal. Payment can be by either billable hours, lump sum, or not to exceed amount.
 - 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - A copy of the Owner's written authorization to perform the service.
 - 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are

provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation

Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.9 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.10 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

- 7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or

resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

Reckell Champagne
D. J. H.

WITNESSES:

Janet Labor
Samuelson

ST. CHARLES PARISH

Matthew Jewell
Matthew Jewell
Parish President

[Signature]
Linfield, Hunter & Junius, Inc.

Nathan J. Junius

EXHIBIT A

TASK ORDER

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**CONTRACT FOR ENGINEERING SERVICES BETWEEN
ST. CHARLES PARISH AND LINFIELD, HUNTER & JUNIUS**

TASK ORDER No. P080xxx – 1,2,3,etc

TASK ORDER DESCRIPTION

Provide a description of the task order:
Existing Condition
Purpose of Task Order
Proposed Improvements
Estimated Project Budget if applicable

SCOPE OF SERVICES

Engineering and Construction Services

Section 2.2 – 2.4 Conceptual/Preliminary, and Final Design – ~~summarize what is needed, delete if not required~~

Section 2.5 – 2.8 Bidding, Construction/Close Out, Resident Engineer/Inspection – ~~summarize what is needed, delete if not required~~

Additional Services – ~~summarize what is needed, delete if not required~~

Additional Engineering - ~~summarize what is needed, delete if not required~~

Training, Manuals, and Drawings

Prepare training materials and hours of training ~~delete if not required~~

sets of equipment O&M manuals ~~delete if not required~~

sets of shop drawings ~~delete if not required~~

Final set of drawings per section 2.7.7 ~~delete if not required~~

COMPENSATION

Engineering Services

Reference section 4.0 and specify type of compensation – percentage of construction cost curve, lump sum/not to exceed, or billable hours.

Additional Services

Reference section 4.2 and specify type of compensation – lump sum/not to exceed, or billable hours.

Additional Engineering

Reference section 4.2.4 and specify type of compensation – lump sum/not to exceed, or billable hours.

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

LINFIELD, HUNTER & JUNIUS, INC.



ST CHARLES PARISH

Duane Foret
Parks & Recreation Director

Date

Date

EXHIBIT B

The following contract documents are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below.

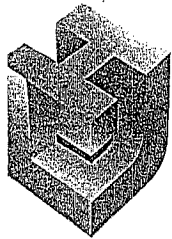
Five (5) contract documents with the following (in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationary is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.
- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 Specifications.

One (1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents/forms except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801).



LINFIELD, HUNTER & JUNIUS, INC.
PROFESSIONAL ENGINEERS, ARCHITECTS,
LANDSCAPE ARCHITECTS AND SURVEYORS

3608 I8th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5350 fax

lhj@lhjunius.com

Ralph W. Junius, Jr., P.E.
Nathan J. Junius, P.E., P.L.S.
Sergio J. Girau, P.E.
Anthony F. Goodgion, P.E.
Benjamin N. Chadwick, AIA
Charles T. Knight, P.E.
Robert E. Nockton, P.E.
Mark K. Annino
J. Greg Cantrell, PLA

Daniel F. Bobeck, P.E.
Jonathan C. Catanzano, P.E.
Wesley R. Eustis, P.E., P.L.S.
Daniel A. Flores, P.E.
Casey M. Genovese, P.E.
Jedidiah S. Hellmich, P.E.
Timothy J. Roth, P.E.
Luis F. Sosa, P.E.
Richard A. Van Wootten, P.E.

March 13, 2020

Mr. Darrin Duhe, Chief Operating Officer
St. Charles Parish Government
St. Charles Parish Courthouse, Third Floor
15045 River Road
Hahnville, Louisiana 70057

**Re: St. Charles Parish Memorial Park Design
Luling, Louisiana
Our File #: 20M-052**

Dear Mr. Duhe:

Please see our proposal below to provide professional Landscape Architectural Master Planning, and Design Services and Land Surveying Services for a Memorial Park located on Judge Edward Dufresne Parkway in St. Charles Parish, LA.

We propose the following services:

Landscape Architecture & Design Services:

- Update the St. Charles Parish Memorial Park Master Plan based on an Owner provided survey of the project.
- Update the renderings and model of the Master Plan. These boards will be available to the Owner for advertising and promotional material.
- Create construction drawings and specifications for the proposed work. Plans and specifications shall be suitable for bidding and construction.
- Include three (3) progress meetings with St. Charles Parish to review construction drawings.
- Provide Opinion of Construction Cost at preliminary and final phase of design.
- Work with the St. Charles Parish Purchasing Department to bid the project.
- Attend a pre-bid conference for the project.
- Issue addenda, as needed, during the bid process.
- Conduct a pre-construction meeting with the Parish approved low bidder.
- Review submittals and answer Contractor questions during the construction phase.

- LH&J will attend monthly progress meetings (during construction) with the Owner to observe construction progress.
- LH&J will review the Contractor's applications for payment, and process change orders (if required).
- The Contractor is solely responsible for construction methods, techniques, schedules and procedures.
- LH&J will inspect the final installation and create a punch list.
- Create record drawings for the project based on Contractor supplied information.
- Proposal based on a \$700,000 construction project.

This proposal does not include any presentations or public meetings which can be done on an hourly basis. Any additional printing not listed in this proposal shall be the responsibility of the Owner.

REQUIRED FROM THE OWNER

- All program elements shall be provided by the Owner.
- Full access to the site(s) for field observations and measurements.

Design Fees:

We propose to provide basic design services for a Lump Sum fee of **\$72,100.00**. Billable tasks and percentages shall be as follows:

Rendered Master Plan	10%	\$ 7,210.00
Design and Budgeting	20%	\$14,420.00
Construction Drawings	40%	\$28,840.00
Bidding	5.0%	\$ 3,605.00
Construction Services	20%	\$14,420.00
Record Drawings	5%	\$ 3,605.00

Resident Inspection:

Resident Inspection scheduling shall be determined in coordination with the Contract's construction schedule. Resident Inspection shall be billed on an hourly basis. We recommend the Parish budget **\$38,400.00** for this phase.

Resident Inspection	Hourly	\$80/Hour
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Mr. Darrin Duhe, Chief Operating Officer
St. Charles Parish Government
March 13, 2020
Page 3

Topographic Survey:

We will provide a topographic survey of the site estimated at 1.5 acres for a Lump Sum fee of **\$8,100.00**.

- The limits of topographic survey will be the area as shown on the attached aerial provided by your office.
- Non-visible utilities will be shown based on One Call markings and available utility maps provided by your office.
- Visible utilities will be located including sewer and drain, top of casting and inverts.
- Existing improvements such as pavement, curbs, fencing, and structures will be located.
- Spot elevations will be taken on a 50' x 50' grid within the limits of topography.
- Two temporary benchmarks will be set on the site.
- All elevations will be in NAVD 88 which will be established by RTK Surveying.
- FEMA elevation certificate will be provided for the site.
- Scope does not include a boundary survey.

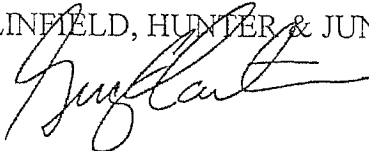
The proposed fees shall be in accordance with the attached Conditions of Service. If the proposal is acceptable, please sign in the space provided and return one original to this office.

We await your Notice to Proceed to begin work on this project.

We appreciate the opportunity to provide this proposal.

Sincerely,

LINFIELD, HUNTER & JUNIUS, INC.



Greg Cantrell, PLA
Director of Landscape Architecture
GC/kwf

St. Charles Parish Government

Enclosures

NAME:
TITLE:
DATE:

2020-0124

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. 20-5-13

An ordinance to approve and authorize the execution of a Professional Services Agreement with Calvin, Giordano & Associates, Inc. (CGA), to update the Parish's 2012 Parks and Recreation Master Plan.

WHEREAS, St. Charles Parish desires to update the eight-year-old 2012 Parks and Recreation Master Plan; and,

WHEREAS, an updated Parks and Recreation Master Plan would assist the Parks and Recreation Department in prioritizing projects and in the development, maintenance, and, management of public lands as well as staying up to date with recreational programs for all residents; and,

WHEREAS, St. Charles Parish agrees to contract with Calvin, Giordano, and Associates Inc., to update the 2012 Parks and Recreation Master Plan for the parish as defined by the Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Calvin, Giordano & Associates, Inc., and St. Charles Parish for the Update of the 2012 St. Charles Parish Parks and Recreation Master Plan in the amount not to exceed \$60,000.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Professional Services Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Inpartato
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY: [Signature]

ST. CHARLES PARISH

DEPARTMENT OF Parks and Recreation

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 21st day of May, 2020, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and Calvin, Giordano & Associates, Inc., acting herein and through its President, hereinafter called the CONTRACTOR. Whereas the OWNER desires to employ the CONTRACTOR to perform the services described herein for a Parks and Recreation Master Plan Update.

1. GENERAL

- a. The OWNER engages the CONTRACTOR to perform specific professional services identified and described in the Scope of work. CONTRACTOR services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONTRACTOR

- a. The Parish hereby agrees to contract with the contractor, and the contractor hereby agrees to perform services in connection with the St. Charles Parish Parks and Recreation Master Plan Update. The services consist of the work defined in the following Scope of work.
- b. SCOPE OF WORK: Update the existing Recreation Master Plan from 2012, as described in the CGA Proposal No. 20-3591, which is attached hereto and made part of this agreement.

3. PERIOD OF SERVICE

- a. The CONTRACTOR shall complete and produce all deliverables described in the Scope of work in the CGA Proposal No. 20-3591 within 240 calendar days of execution of this AGREEMENT.
- b. In the event that delays are experienced beyond the control of the CONTRACTOR, the schedule may be revised as mutually agreed upon by the OWNER and the CONTRACTOR.

4. CONTRACTOR'S COMPENSATION

- a. The method of payment for this AGREEMENT is LUMP SUM.
- b. Total compensation for the completion of the Scope of work described in Section 2B, shall be \$56,400.00 as stipulated in the attached CGA Proposal No. 20-3591.
- c. Such payment to be made to CONTRACTOR within thirty (30) days after receipt of CONTRACTOR'S invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONTRACTOR in carrying out the Scope of work by placing at his disposal all existing relevant data and records in its possession.
- b. CONTRACTOR shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONTRACTOR access to all public property as required in order to complete the Scope of work.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONTRACTOR shall discontinue advancing the services under this AGREEMENT.
- c. CONTRACTOR shall invoice an ascertainable sum proportionate to the lump sum fee amount described in the CGA Proposal No. 20-3591. The percentage of services completed shall be based upon the Scope of work set forth in the CGA Proposal No. 20-3591.
- d. In no event shall the fee exceed what is set forth in the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of work in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONTRACTOR hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of work under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONTRACTOR shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of work under this AGREEMENT as defined in the attached scope of work.
- b. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- c. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- d. OWNER may examine all insurance policies.
- e. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONTRACTOR shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONTRACTOR, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

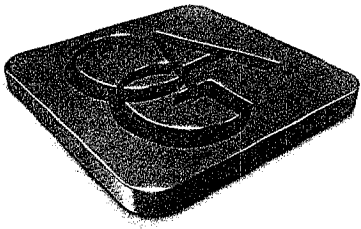
- a. For all claims arising out of or related to this agreement, CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONTRACTOR'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST
Rehenn C Champagne
ST. CHARLES PARISH
Mathew Jewell
By:
Parish President

ATTEST

[Signature]
By:



Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

April 8, 2020

The Honorable Matthew Jewell
Parish President
St. Charles Parish
15045 River Road
P.O. Box 302
Hahnville, LA 70057

RE: St. Charles Parish – Parks and Recreation Master Plan Update
CGA Proposal No. 20-3591

Dear President Jewell,

CGA is pleased to present this proposal to assist the St. Charles Parish Parks and Recreation Department to update the Parish’s 2012 Parks and Recreation Master Plan.

With over 350 employees (more, as a member of the SAFEbuilt family of companies), we offer the capacity, technical strength and broad range of services typical of large consulting firms, but with the personalized attention of a smaller company.

Further, as a full-service firm, the CGA team not only produces technically strong, innovative and defensible planning studies –we also know what it takes to turn planning studies into tangible results and built projects. For example, we have designed and built parks and civic spaces; developed community gateway features; helped improve roads; updated water and sewer systems; and helped our clients secure funding for these and other capital projects. In many communities, after “the plan” is complete, we have helped craft implementation tools such as zoning codes, design guidelines, economic development strategies, beautification initiatives, capital improvement programs, and performance metrics and indicators to track progress. Our professionals are recognized as creative problem solvers and as nimble, responsive and reliable partners who offer clients customized solutions and a solid track record of success.

CGA is aware of the progress that has taken place in St. Charles Parish as a result of the determined efforts to implement the original master plan. However, we are also cognizant of challenges in resolving some persistent issues, as well the emergence of new issues during the past eight years. Based on this understanding, the following Scope of Services will focus on addressing specific topics, including:

- Built-in operational inefficiencies related to playfield maintenance.
- Strategy for dealing with unproductive use of certain recreational land owned by the Parish.
- Assessment of the range of recreation activities and programs offered based on current and future population needs, preferences and trends.
- Assessment of range of potential funding sources that may be available to cover recreational costs.

The scope will seek to reexamine each section of the existing plan through the filter of these and other key issues. Tasks for which the Parish has indicated responsibility are marked with an asterisk (*). Optional tasks are shown in [square brackets] and not included in the cost proposal but may be added by mutual agreement as an additional service.

A. Task 1 – Mobilization

1. **Advisory Task Force:** Prior to the kickoff meeting, the Parish may either form a, or reconvene the previous, Parks and Recreation Master Plan Advisory Task Force. Together with Department staff, the Task Force will be responsible for reviewing and commenting on consultant materials in a timely manner, as well as providing insight and guidance on the preferred/optimal course of action regarding key issues. (*).
2. **Kickoff Trip (2-day max):** CGA will kick off the process with Department staff, meet with the Task Force to discuss concerns and aspirations, and tour existing Parish parks and recreational facilities and related projects in order to document conditions and refresh a photo-inventory for the project.
3. **Data Collection:** CGA will assemble readily available data, including GIS layers, aerial photography, etc. necessary for the completion of the update. CGA will rely on St. Charles Parish's assistance in obtaining all relevant information and will not generate new data.
4. **[OPTIONAL - Stakeholder Interviews:** CGA may conduct telephone interviews with key organizations and individuals active in the parks and recreation arena in St. Charles Parish, to discuss. Key issues and needs.]

B. Task 2 – Update of Inventory and Analysis

1. **Facilities Inventory:** CGA will update, as necessary, the inventory of parks and recreation facilities maintained by the Parks and Recreation Department, including undeveloped park and open space acreage owned by the Parish. The inventory will consider private recreation facilities and joint-use facilities as well. The inventory will detail amenities and their condition, age, size, safety, accessibility, and park service area. Existing tables and maps will be updated as necessary based on the inventory. GIS data will be used to map the parks and recreational facilities.
2. **Program Evaluation:** CGA will update the roster and evaluation of recreational programs and initiatives run by the Parks and Recreation Department and their partners.
3. **Program Evaluation:** CGA will update the roster and evaluation of recreational programs and initiatives run by the Parks and Recreation Department and their partners.
4. **Needs Survey:** CGA will prepare and administer a non-scientific survey to update the analysis of issues related to parks and recreation planning in the Parish. The household survey will cover topics such as park facility usage, user satisfaction, perceived needs, preferences and priorities, and funding. Basic questions about key demographic factors (age, gender, address, length of residency, etc.) will also be included. The primary method of distribution will be digital, supplemented (if desired by the Department) by paper surveys distributed at key locations. (*) For paper surveys, the Department shall be responsible for collecting and tabulating the results in a format compatible with the electronic survey result compilation. CGA will interpret and analyze the consolidated results.

C. Task 3 – Update of Standards, Levels of Service and Criteria

1. **Facility Classifications and Standards:** CGA will analyze the demographic data and projected population to update or confirm current park classifications and facility standards. This will be applied to demographic data from the projected population and combined with program needs identified during the household survey and general observations from the Facilities Inventory and Program Evaluation updates. This task will follow the parameters of the original analysis, considering four types of needs that follow. The expressed and latent needs will be defined based on community input from the stakeholder interviews (if held), community meetings (by Staff), and the household survey (Task 2.4). Comparative and normative needs will be based on research by CGA.
 - **Expressed Needs:** Needs presently served but not at a level adequate to meet the demand.
 - **Latent Needs:** Needs not currently served (gaps).

- Comparative Needs: Needs suggested by comparison (benchmarking) with services provided in communities with similar characteristics.
 - Normative Needs: Needs defined by published standards (NRPA, others) and adjusted to the context of St. Charles Parish.
2. Service Area Update: The original Service Area map will be updated, compared to the Parish's supply of facilities to identify deficiencies or gaps.
 3. Level of Service (LOS) Guidelines and Facility Space Guidelines: CGA will update or confirm the validity of LOS and facility space guidelines for existing and future parks and recreational facilities.
 4. [OPTIONAL: Park Land Acquisition Criteria: CGA will review, evaluate, and update or change, as necessary, the current criteria for land acquisition. Specific park sites will not be identified.]
- D. Task 4 – Operational and Financial Analysis Update
1. Operations: CGA will review the Department's operations and evaluate against current best industry practices.
 2. Finances: The financial analysis section of the Master Plan will be reviewed and updated in terms of operating and capital budget, potential user fees, current and other revenue generating opportunities, grant opportunities, and revenue forecast. The goal is to find opportunities for improving the long-term financial sustainability of the Parks and Recreation Department.
- E. Task 5 – Master Plan Update
1. Draft Document: The updated Master Plan will incorporate the findings and analysis from all previous tasks. Included will be an Implementation Strategy with prioritization and phasing for a 5-year and a 10-year period, as well as a funding strategy, which will identify potential sources of capital and operating funds to support the plan.
 2. Draft Review: CCGA will submit the Draft Master Plan document for one (1) round of review and comment by Department staff and the Advisory Task Force. (*) Staff will provide a consolidated set of comments to CGA.
 3. Final Deliverable: CGA will incorporate or address all comments into a final document. One color reproducible hard copy and a digital file will be provided.
- F. Task 6 – Meetings and Community Engagement
1. (*) Community Meeting(s): Department staff, with assistance from the Advisory Task Force, may conduct community meetings coinciding with milestone tasks, to be agreed upon through discussion with CGA. Unless otherwise pre-agreed, the Department shall be responsible for all pre-meeting outreach, meeting preparation (materials), meeting facilitation, and for collecting, tabulating, and

- providing all meeting input to CGA. [OPTIONAL: As an additional service, CGA may help prepare, attend and assist in facilitating one or more community meetings if requested by the Parish in advance.]
2. Staff Meetings: CGA will hold periodic teleconference or videoconference meetings with Department staff to review, discuss and obtain direction at key process points, up to a maximum of ten (10) meetings
 3. (*) Task Force Meetings: Department staff shall be responsible for scheduling and conducting periodic Task Force Meetings throughout the update process. The Task Force Meetings will coincide with the review of key interim deliverables or with pivot discussion points. Staff shall be responsible for consolidating and providing reasonable meeting records with clear direction to CGA. [OPTIONAL: As an additional service, CGA may attend some of these meetings in person, or participate in them as necessary via conference call or video conference if requested by the Parish in advance.]
 4. [OPTIONAL: Updated Draft Master Plan Presentation to Task Force: As an additional service, CGA may present a summary of the outcomes of the update process to the Advisory Task Force, if requested by the Parish in advance.]
 5. Updated Final Master Plan Presentation to Parish Council: CGA will attend and present the final document to the Parish Council for adoption.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.

- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval by CLIENT, as required. Unless negotiated in advance and approved by the CLIENT in writing, all reimbursable expenses for the duration of the project, including CGA's standard fees for administrative processing shall not exceed \$3,000.00.

MEETING ATTENDANCE

No meetings other than those listed above are included in the Schedule of Fees shown below. Additional meetings requested by the CLIENT and not specifically listed in the Scope of Work shall be considered an additional service and billed on a time and materials basis, billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee of \$56,400.00 plus reimbursables as noted in the Reimbursable Expenses clause.

TERMS OF THE AGREEMENT

- All aspects of GIS mapping created by Calvin, Giordano & Associates, Inc., will be property of the CLIENT and will be given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including

attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.

- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.




Sarah Sinatra Gould
Planning Director

Cost of these services is \$56,400.00 plus expenses as noted

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By:  _____ Date: _____

Name: Sarah Sinatra Gould
Title: Planning Director

By:  _____ Date: 5-20-2020

Name: Matthew Jewell
Title: Parish President

St. Charles Parish Parks and Recreation Master Plan
 Schedule of Standard Hourly Rates for CGA*

CGA Professional Categories	Anticipated Project Role	
Professional in Charge	Oversight (only as needed)	\$215.00
Principal Planner	Project Manager	\$145.00
Planner	Analysis	\$105.00
Assistant Planner	Research and misc. support (only as needed)	\$90.00
Senior Landscape Architect	Best practices in standards for parks	\$135.00
Landscape Designer	Analysis support, graphics and report preparation assistance	\$95.00
GIS Specialist	Mapping	\$145.00

*Rates are subject to adjustment on an annual basis.

2020-0144

INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**
(GRANTS OFFICE)
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6498

A resolution in support of submitting a request for additional funds from the Louisiana Office of State Parks, Division of Outdoor Recreation, for the completion of the Rathborne Park, Phase III project in Luling.

WHEREAS, Resolution No. 6343, adopted in May of 2018, approved the submission of an application to the Louisiana Office of State Parks, Division of Outdoor Recreation, in the amount of \$250,000 for the Rathborne Park Phase III project and committed \$250,000 in matching funds in the 2018 Parish Budget; and,

WHEREAS, the submitted application was approved for \$250,000 in funding in November of 2018; and,

WHEREAS, the scope of work for the proposed project has been adjusted and the location of the proposed parking area will now be located on the southern border of the park; and,

WHEREAS, the new location will require the construction of an access road leading into the parking area and a pedestrian bridge over an unnamed drainage canal to provide access into the park; and,

WHEREAS, the installation of additional lighting, parking and bleacher covers will remain deliverables as part of the grant funded Phase III improvements; and,

WHEREAS, the additional costs associated with the pedestrian bridge, access road, and path lighting may be eligible costs for Land and Water Conservation Aid; and,

WHEREAS, the Parish is requesting additional funds in the amount of \$80,000 from the Louisiana Office of State Parks, Division of Outdoor Recreation to assist with funding the additional costs of the project; and,

WHEREAS, the Parish has obligated cash matching funds in the amount of \$80,000 in the 2020 Parish Budget to be combined with the \$250,000 in funding previously awarded to the Parish to satisfactorily complete the project and thus become eligible for Land and Water Conservation Fund financial aid in the total amount of \$330,000 or 50% of the total estimated eligible project costs of \$660,000.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the submission of a request for additional funds from the Louisiana Office of State Parks, Division of Outdoor Recreation, for financial assistance in the continued development of Rathborne Park in Luling, Louisiana.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: **BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER**

NAYS: **NONE**

ABSENT: **NONE**

And the resolution was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Phil Gibbs*
SECRETARY: *Michelle Dupont*
DLVD/PARISH PRESIDENT: *May 19, 2020*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Mathew Jewell*
RETD/SECRETARY: *May 21, 2020*
AT: *8:40 am* RECD BY: *[Signature]*

2020-0105

RESOLUTION NO. 6499

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District IV Representative.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH PLANNING & ZONING COMMISSION; due to the expiration of the term Mr. Jason Richard on May 31, 2020; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Jack Keen
836 Barber Road, Paradis, LA 70080

is hereby appointed to fill the unexpired term on the ST. CHARLES PARISH PLANNING & ZONING COMMISSION as the District IV Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective MAY 31, 2020 shall expire MAY 31, 2024.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: NONE

And the resolution was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

APPOINT P & Z. Dist. 4

CHAIRMAN: [Signature]

SECRETARY: Michelle Spastato

DLVD/PARISH PRESIDENT: May 19, 2020

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matth Sewell

RETD/SECRETARY: May 21, 2020

AT: 8:40 am RECD BY: [Signature]

2020-0106

RESOLUTION NO. 6500

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VI Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION**; due to the expiration of the term of Mr. Carmine Frangella on May 31, 2020; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Carmine Frangella
535 Vial Street, Norco, LA 70079
is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District VI Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective **MAY 31, 2020** and shall expire **MAY 31, 2024**.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

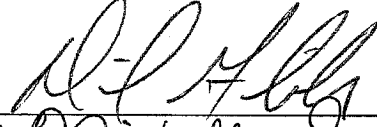

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

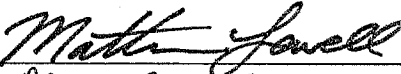
NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

APPOINT P & Z, Dist. 6

CHAIRMAN: 
SECRETARY: Michelle Supastato
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY: 