



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 Terrell D. Wilson
Councilmembers Wendy Benedetto, Paul J. Hogan,
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier*

Monday, May 15, 2017

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier
Absent 1 - John R. 'Dick' Gibbs

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darrin Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Faucheux, Planning & Zoning Director Michael Albert, Public Information Officer Tristan Babin, Community Services Director Joan Tonglet Diaz

CALL TO ORDER

PRAYER / PLEDGE

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

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to approve the minutes from the regular meeting of May 1, 2017. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2017-0172

Proclamation: "Gospel Musical Festival Weekend"

Sponsors: Mr. Woodruff

Read

2 2017-0173

In Recognition: Larry Laborde, Library Service District Board of Control

Sponsors: Ms. Fletcher

Read

3 2017-0174

In Recognition: Ms. Frankie Austin

Sponsors: Mr. Wilson

Read

4 2017-0175

In Recognition: Ms. Ida Downing

Sponsors: Mr. Wilson

Read

5 2017-0176

In Recognition: Ms. Ann Minnich

Sponsors: Mr. Wilson

Read

6 2017-0177

In Recognition: 50th Anniversary - VFW Post 3750 West St. Charles/Auxiliary

Sponsors: Ms. Clulee and Mr. Cochran

Read

7 2017-0178

In Recognition: Telisha Orgeron Curole, VFW Post 3750 West St. Charles Ms. Queen IV

Sponsors: Mr. Woodruff

Read

8 2017-0179

In Recognition: Samantha Lynn King, VFW Post 3750 West St. Charles Miss Queen IV

Sponsors: Ms. Fletcher

Read

9 2017-0180

In Recognition: Iyana Curole, VFW Post 3750 West St. Charles Teen Miss Queen IV

Sponsors: Mr. Hogan

Read

10 2017-0181

In Recognition: Paris Richardson, VFW Post 3750 West St. Charles Junior Miss Queen IV

Sponsors: Ms. Benedetto

Read

11 2017-0182

In Recognition: Hallie Ann Kinler, VFW Post 3750 West St. Charles Deb Miss Queen IV

Sponsors: Ms. Fisher-Perrier

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2017-0168

Ms. Mimi Simoneaux Kneuer, Tauzin Consultants, LLC - Overview on Congressional Activity and Legislation relevant to St. Charles Parish

Sponsors: Mr. Cochran

Ms. Mimi Simoneaux Kneuer, Tauzin Consultants, LLC

Parish President Larry Cochran spoke on the matter.

Reported

2017-0169

Parish President Remarks/Report

Sponsors: Mr. Cochran

Reported

12 2017-0170

A resolution endorsing a waiver from the required frontage on a developed street for Lots 1-A and 2-A for the resubdivision of a Portion of Section 58 into Lots herein designated as Lot 1-A & Lot 2-A of Section 58, Situated in Section 58, T-13-S, R-21-E, Luling, as requested by James J. Lemmon et. al.

Sponsors: Mr. Cochran and Department of Planning & Zoning

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to deviate from the regular order of the agenda to take up File No. 2017-0170. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Deviated

Reported:

P & Z Department Recommended: No Recommendation
Planning Commission Recommended: Approval

Public comment opened

Mr. Milton Allemand, Hahnville

Planning & Zoning Director Michael Albert spoke on the matter.

Council Discussion

Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.
Mr. James J. Lemmon spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 6288

A motion was made by Councilmember Hogan, seconded by Councilmember Benedetto, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Returned

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN WILSON 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 5, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2017-0165

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 on **Wenger Road in Des Allemands to fifteen (15) miles per hour.**

Sponsors: Mr. Woodruff

Publish/Scheduled for Public Hearing to the Parish Council on June 5, 2017

2017-0166

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 on **Madewood Drive in Destrehan to fifteen (15) miles per hour.**

Sponsors: Mr. Gibbs

Publish/Scheduled for Public Hearing to the Parish Council on June 5, 2017

2017-0171

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Zoning Ordinance of 1981, Section X. Exceptions and modifications, G. Exceptions and Modifications to all Provisions for Construction and/or Operation of Cellular and Personal Communication Service Installations within the Parish of St. Charles, State of Louisiana, 1. Permit Requirements/Zoning Districts. a. Special Permit Use.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on June 5, 2017

2017-0162

An ordinance to authorize the Parish President to make full and final settlement in the matter entitled “**Frank J. Brisset vs. St. Charles Parish**”, et al, 29th Judicial District Court, Parish of St. Charles, No. 66,024-C.

Sponsors: Mr. Cochran and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on June 5, 2017

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

13 2017-0142

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 on both sides of the 400 block of St. Charles Street in Norco.

Sponsors: Ms. Fletcher

Reported:

Councilwoman Fletcher Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-6

14 2017-0143

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2017 through July 13, 2017.

Sponsors: Mr. Cochran and Department of Community Services

Reported:

Community Services Department Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Chief Administrative Officer Billy Raymond spoke on the matter.

Community Services Director Joan Diaz spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-7

20 2017-0158

An ordinance approving and authorizing the execution of Change Order No. 2(Final) for Parish Project No. P090201-2 Canal #10 Drainage Improvements to balance the contract quantities with actual quantities resulting in an increase to the contract amount by \$100,000.00 and no change in contract time.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Legal Services Director Robert Raymond spoke on the matter.

Speakers:

Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion

Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

Mr. Robert Raymond spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-8

23 2017-0159

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and River Birch, LLC for Storm Debris Disposal, Parish Project No. P170201.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-9

34 2017-0160

An ordinance approving the Assignment from Apache Corporation to Texas Petroleum Investment Company (TPIC), and authorizing the Parish President to sign, execute and administer any and all relevant documents.

Sponsors: Mr. Cochran and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Legal Services Director Robert Raymond spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-10

58 2017-0161

An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 19-1 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-11

2017-0162

An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "**Frank J. Brisset vs. St. Charles Parish**", et al, **29th Judicial District Court, Parish of St. Charles, No. 66,024-C.**

Sponsors: Mr. Cochran and Department of Legal Services

Public Hearing Requirements Not Satisfied

A motion was made by Councilmember Fletcher, seconded by Councilmember Fisher-Perrier, to Postpone Indefinitely and Reintroduce File No. 2017-0162 for public hearing on Monday, June 5, 2017. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Postponed Indefinitely and Reintroduced

59 2017-0163

An ordinance approving and authorizing the Parish President to execute a Multi-Parish Emergency Mutual Aid and Assistance Agreement between the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermilion, St. Martin, Iberia, St. Mary, Ascension, St. James, LaFourche, Terrebonne, Assumption, Livingston, and Tangipahoa for Emergency Mutual Aid and Assistance.

Sponsors: Mr. Cochran

Reported:

Parish President Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Parish President Larry Cochran spoke on the matter.

Legal Services Director Robert Raymond spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 17-5-12

PERSONS TO ADDRESS THE COUNCIL2017-0164

Ms. Suzanne O'Berry: Concrete crushing business behind levee across from Highland Oaks Subdivision

Councilwoman Bellock read correspondence submitted by Ms. Suzanne O'Berry due to her absence.

Not Heard

Councilwoman Fisher-Perrier departed the meeting.

RESOLUTIONS

81 2017-0183

A resolution requesting the Louisiana Department of Transportation & Development put forth an emergency project to eliminate the hazardous inside 90-degree curve on LA 632 (WPA Road) in Des Allemands.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

Enactment No: 6289

APPOINTMENTS

82 2017-0131

A resolution to appoint Mr. Randy Petit, Jr., to the Planning & Zoning Commission as the District II Representative.

VOTE ON THE APPOINTMENT OF MR. RANDY PETIT, JR.

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

Enactment No: 6290

83 2017-0132

A resolution to appoint Mr. Trey Granier to the Planning & Zoning Commission as the District III Representative.

VOTE ON THE APPOINTMENT OF MR. TREY GRANIER

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

Enactment No: 6291

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2017-0184

Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals

A motion was made to Authorize the Advertisement for Acceptance of Proposals. The motion carried by the following vote:

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

Authorized

2017-0167

Executive Session: 29th JDC No. 66,024-C Frank J. Brisset vs. St. Charles Parish, et al

Sponsors: Mr. Cochran and Department of Legal Services

A motion was made by Councilmember Fletcher, seconded by Councilmember Benedetto, to go into Executive Session. The motion carried by the following vote:

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

Chairman Wilson announced that Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, and all Councilmembers will be in Executive Session.

Heard in Executive Session

A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

Returned

ADJOURNMENT

A motion was made by Councilmember Benedetto, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:28 pm. The motion carried by the following vote:

Yea: 7 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Gibbs and Fisher-Perrier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Tiffany K. Clark
Council Secretary

2017-0172

PROCLAMATION

WHEREAS, Mt. Zion Baptist Church in Boutte is holding their 21st Annual Musical Festival on May 27-28, 2017; and,

WHEREAS, Mt. Zion Baptist Church, headed by Pastor Charles Johnson, Sr., invites everyone to come and enjoy a day of delicious food, and be entertained by a host of Gospel music and entertainment from visiting choirs.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 27-28, 2017, AS MT. ZION BAPTIST CHURCH'S

"GOSPEL MUSICAL FESTIVAL WEEKEND"

IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL AT 107 MAGNOLIA RIDGE ROAD IN BOUTTE, LOUISIANA.

s/LARRY COCHRAN

LARRY COCHRAN

PARISH PRESIDENT

s/PAUL J. HOGAN, PE

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON

TERRELL D. WILSON

COUNCILMAN, DISTRICT I

s/MARY K. CLULEE

MARY K. CLULEE

COUNCILWOMAN, DISTRICT II

ABSENT

DICK GIBBS

COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO

WENDY BENEDETTO

COUNCILWOMAN AT LARGE, DIV. A

s/WILLIAM BILLY WOODRUFF

WILLIAM BILLY WOODRUFF

COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK

MARILYN B. BELLOCK

COUNCILWOMAN, DISTRICT V

s/TRACI A. FLETCHER

TRACI A. FLETCHER

COUNCILWOMAN, DISTRICT VI

s/JULIA FISHER-PERRIER

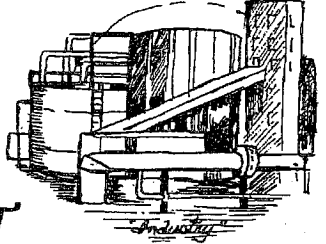
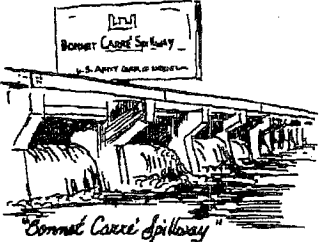
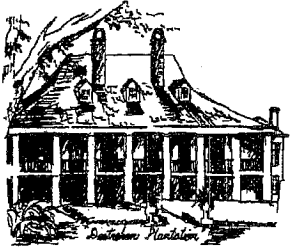
JULIA FISHER-PERRIER

COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

May 15, 2017

The St. Charles Parish Council
and the Parish President
Deeply Appreciate
Your Years of Service

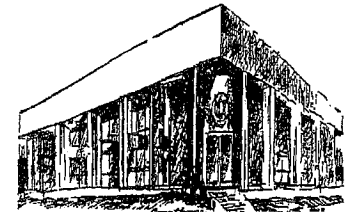
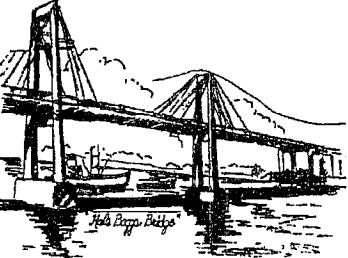


LIBRARY SERVICE DISTRICT BOARD OF CONTROL



LARRY LABORDE

District VI Representative
July 21, 2014 – April 1, 2017



"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.

LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

May 15, 2017

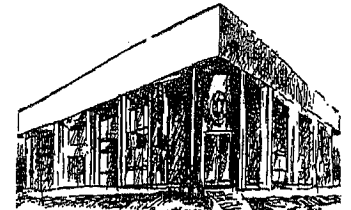
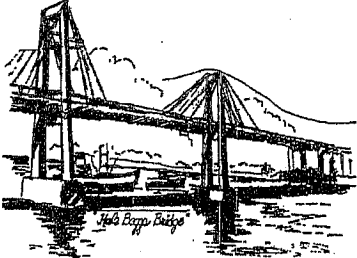
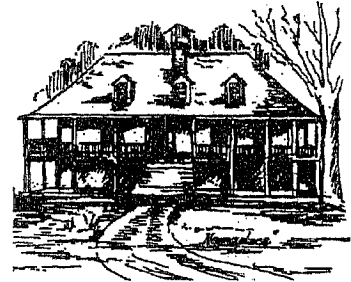
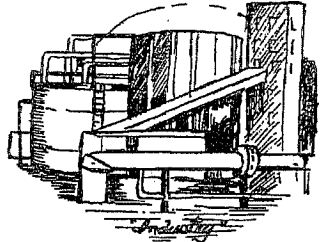
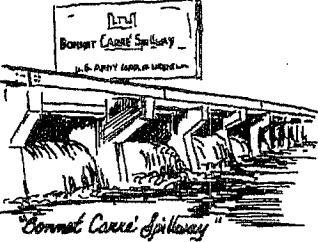


In Appreciation for the Extra Effort you put forth in Helping Enrich the Lives of the People in the Killona Community;

We the Members of the St. Charles Parish Council and the Parish President do Hereby Thank and Recognize

FRANKIE AUSTIN

For Your Dedication and Commitment to St. Charles Parish



"PARISH OF PLENTY" created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.

LARRY COCHRAN
PARISH PRESIDENT

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WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

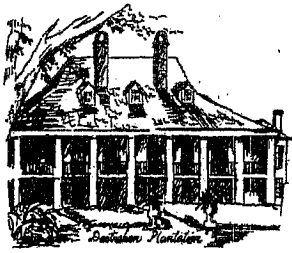
MARILYN B. BEZLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

May 15, 2017

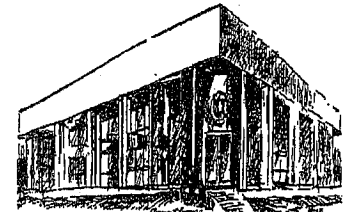
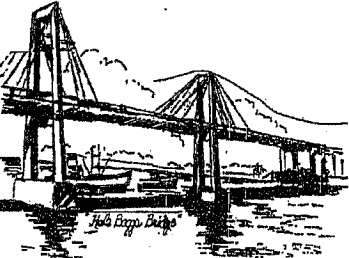
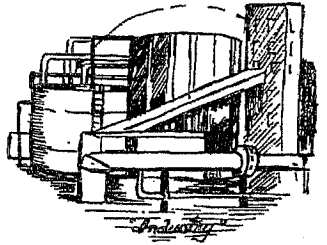
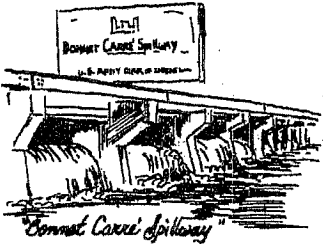


In Appreciation for the Extra Effort you put forth in Helping Enrich the Lives of the People in the Killona and St. Rose Communities;

We the Members of the St. Charles Parish Council and the Parish President do Hereby Thank and Recognize

IDA DOWNING

For Your Dedication and Commitment to St. Charles Parish



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COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

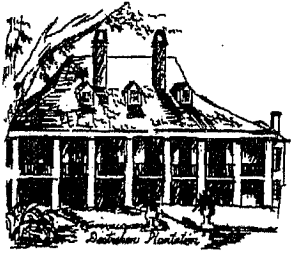
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-FERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

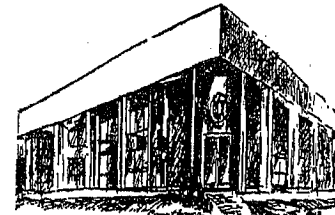
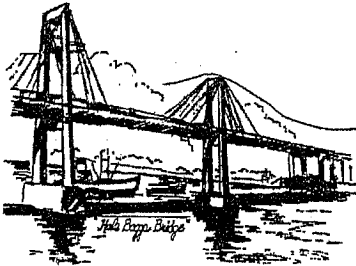
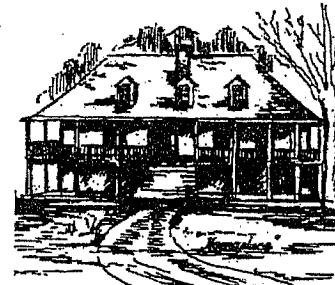
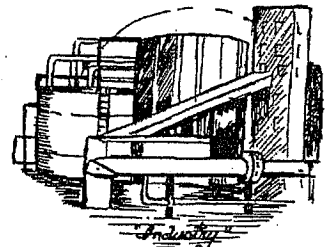
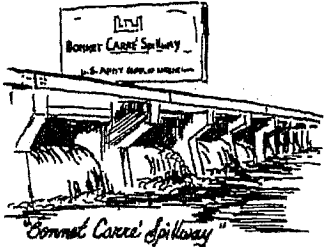
May 15, 2017




In Appreciation for the Extra Effort you put forth in Helping Enrich the Lives of the People in the Killona Community; We the Members of the St. Charles Parish Council and the Parish President do Hereby Thank and Recognize

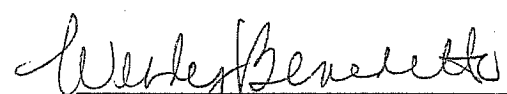
ANN MINNICH


For Your Dedication and Commitment to St. Charles Parish

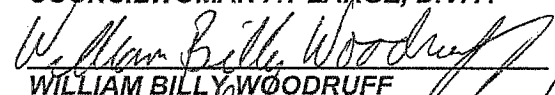


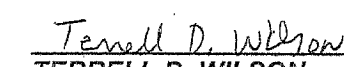
"PARISH OF PLENTY" created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.


 LARRY COCHRAN
 PARISH PRESIDENT


 WENDY BENEDETTO
 COUNCILWOMAN AT LARGE, DIV. A


 PAUL J. HOGAN, PE
 COUNCILMAN AT LARGE, DIV. B



 WILLIAM BILLY WOODRUFF
 COUNCILMAN, DISTRICT IV


 TERRELL D. WILSON
 COUNCILMAN, DISTRICT I


 MARILYN B. BELLOCK
 COUNCILWOMAN, DISTRICT V


 MARY K. CLULLEE
 COUNCILWOMAN, DISTRICT II


 TRACIA A. FLETCHER
 COUNCILWOMAN, DISTRICT VI


 DICK GIBBS
 COUNCILMAN, DISTRICT III


 JULIA FISHER-PERRIER
 COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

May 15, 2017

IN RECOGNITION

WHEREAS, the Veterans of Foreign Wars of the United States (VFW) is a nonprofit veterans service organization created in 1899 and comprised of eligible veterans and military service members from active, guard, and reserve forces; and,

WHEREAS, the vision of the VFW is to ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of our great country; and,

WHEREAS, VFW Post 3750 West St. Charles was organized 50 years ago by a group of men and women who served and fought together to honor the sacrifices of those who put their lives on the line and to remember and celebrate those lives; and,

WHEREAS, VFW Post 3750 West St. Charles offers many programs and services that work to support veterans, service members and their families; and,

WHEREAS, on Sunday, May 21, 2017, VFW Post 3750 West St. Charles and its Auxiliary will celebrate 50 years of service to veterans, service members and their families, our community, and our nation; "No One Does More For Veterans".

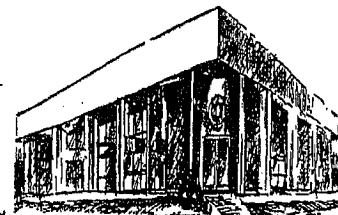
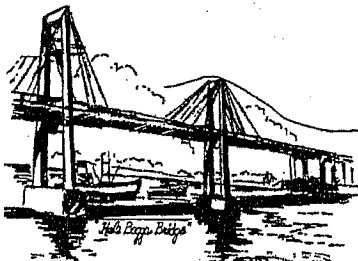
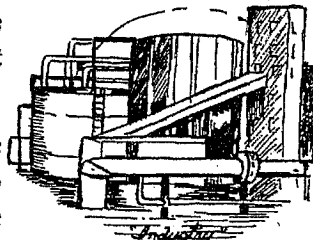
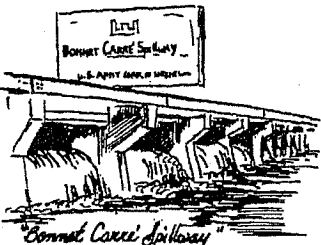
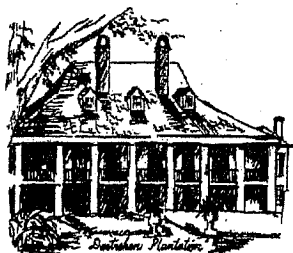
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT do hereby recognize

VFW POST 3750 WEST ST. CHARLES AND ITS AUXILIARY

ON THEIR

50TH ANNIVERSARY

"PARISH OF PLENTY"
created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.



LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CIZLEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

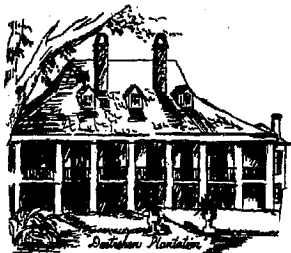
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

May 15, 2017

IN RECOGNITION

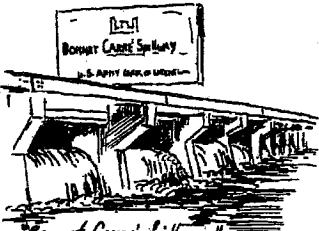


"Dutch Colonial House"

WHEREAS, *Telisha Orgeron Curole* is a resident of St. Charles Parish residing in Des Allemands, Louisiana. She is the daughter of Allen and Sheila Orgeron and wife of Timothy Curole; and,

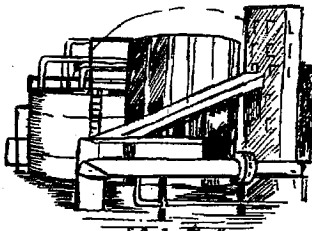


"Hunting and Fishing"



"Bonnet Cause Spillway"

WHEREAS, on March 4, 2017, *Telisha* was crowned VFW Post 3750 West St. Charles Ms. Queen IV at the annual pageant held at the VFW Hall in Luling.

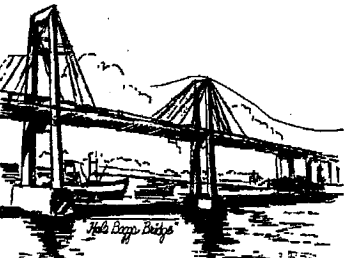


"Industry"



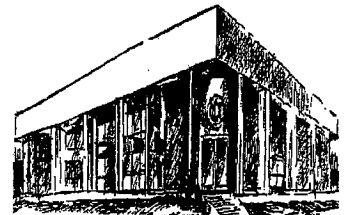
"The Little Red Church"

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to



"Jeddy Bay Bridge"

TELISHA ORGERON CUROLE
VFW POST 3750 WEST ST. CHARLES
2017 MS. QUEEN IV



"PARISH OF PLENTY"
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LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

May 15, 2017

IN RECOGNITION

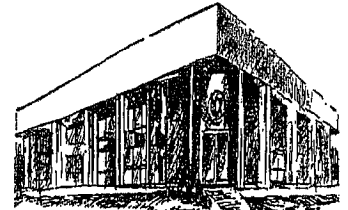
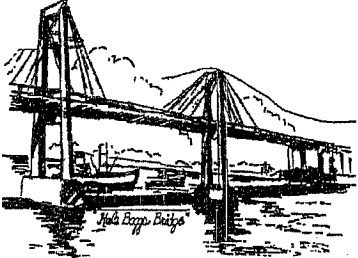
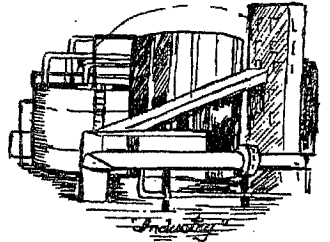
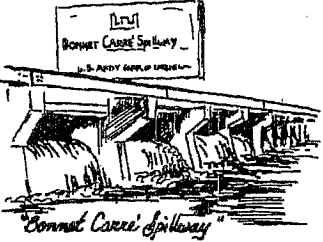
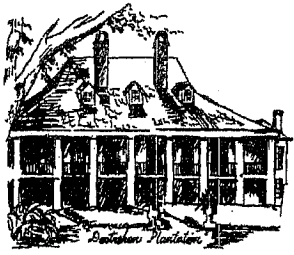
WHEREAS, Samantha Lynn King is a resident of Tangipahoa Parish residing in Ponchatoula, Louisiana. She is the daughter of Kellie and Brian King; and,

WHEREAS, on March 4, 2017, Samantha was crowned VFW Post 3750 West St. Charles Miss Queen IV at the annual pageant held at the VFW Hall in Luling.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

SAMANTHA LYNN KING
VFW POST 3750 WEST ST. CHARLES
2017 MISS QUEEN IV

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LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

Terrell D. Wilson
TERRELL D. WILSON
COUNCILMAN, DISTRICT I

Mary K. Clulee
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

Dick Gibbs
DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

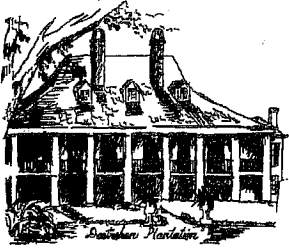
Traci A. Fletcher
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

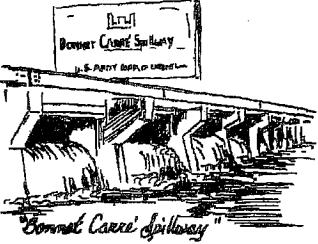
The Parish of St. Charles

May 15, 2017

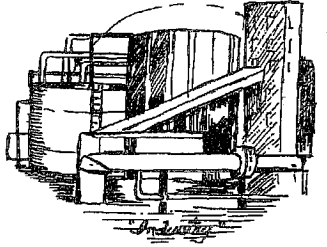
IN RECOGNITION



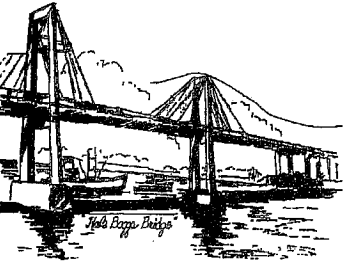
WHEREAS, *Iyana Curole* is a resident of St. Charles Parish residing in Des Allemands, Louisiana. She is the daughter of *Telisha* and *Timothy Curole*; and,



WHEREAS, on March 4, 2017, *Iyana* was crowned VFW Post 3750 West St. Charles Teen Miss Queen IV at the annual pageant held at the VFW Hall in Luling.

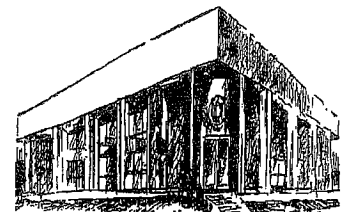


NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to



IYANA CUROLE

VFW POST 3750 WEST ST. CHARLES
2017 TEEN MISS QUEEN IV



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LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

Terrell D. Wilson

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

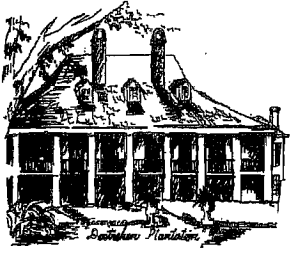
TRACIA A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

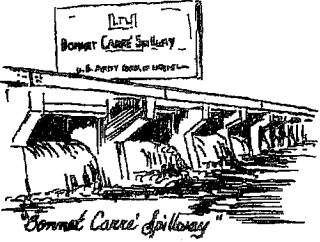
The Parish of St. Charles

May 15, 2017

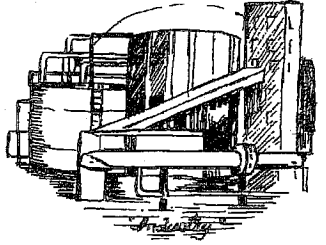
IN RECOGNITION



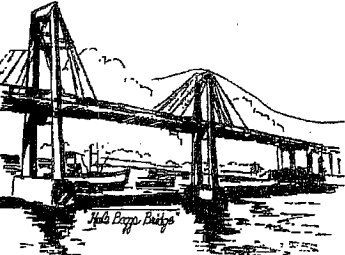
WHEREAS, Paris Richardson is a resident of Plaquemines Parish residing in Belle Chase, Louisiana. She is the daughter of Stephanie and Jason Richardson; and,



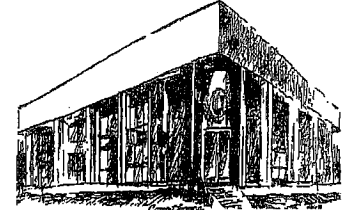
WHEREAS, on March 4, 2017, Paris was crowned VFW Post 3750 West St. Charles Junior Miss Queen IV at the annual pageant held at the VFW Hall in Luling.



NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to



PARIS RICHARDSON VFW POST 3750 WEST ST. CHARLES 2017 JUNIOR MISS QUEEN IV



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LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
DICK GIBBS
COUNCILMAN, DISTRICT III

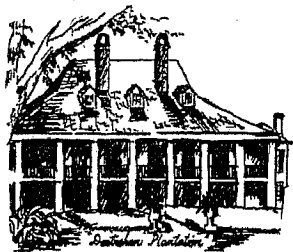
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

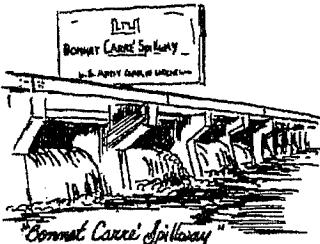
The Parish of St. Charles

May 15, 2017

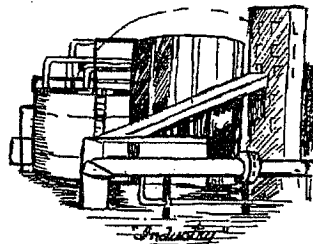
IN RECOGNITION



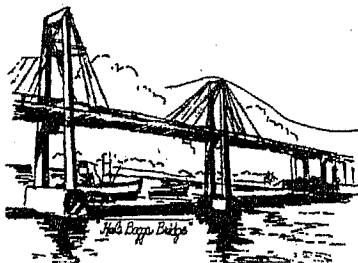
WHEREAS, Hallie Ann Kinler is a resident of St. Charles Parish residing in Luling, Louisiana with her parents Michael and Holly Kinler and siblings Harlie and Michael Jr.; and,



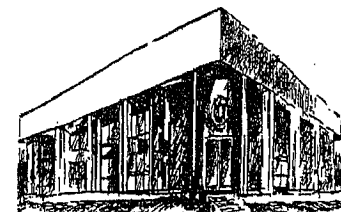
WHEREAS, on March 4, 2017, Hallie was crowned VFW Post 3750 West St. Charles Deb Miss Queen IV at the annual pageant held at the VFW Hall in Luling.



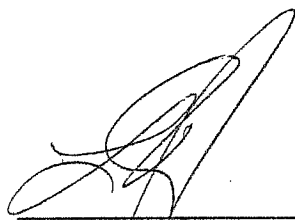
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

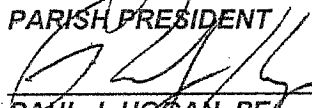


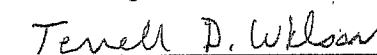
HALLIE ANN KINLER
VFW POST 3750 WEST ST. CHARLES
2017 DEB MISS QUEEN IV

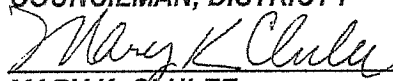


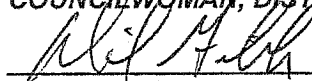
"PARISH OF PLENTY"
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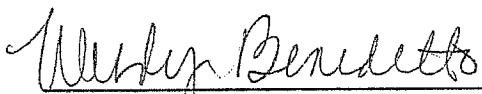

LARRY COCHRAN
PARISH PRESIDENT

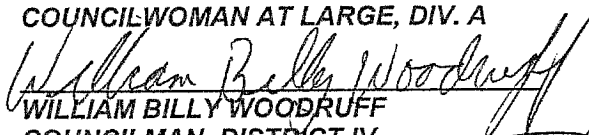

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B



TERRELL D. WILSON
COUNCILMAN, DISTRICT I

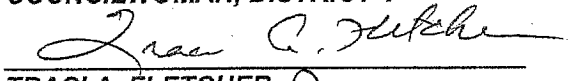

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II



DICK GIBBS
COUNCILMAN, DISTRICT III


WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A


WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV


MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V


TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2017-0170

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6288

A resolution endorsing a waiver from the required frontage on a developed street for Lots 1-A and 2-A for the resubdivision of a Portion of Section 58 into Lots herein designated as Lot 1-A & Lot 2-A of Section 58, Situated in Section 58, T-13-S, R-21-E, Luling, as requested by James J. Lemmon et. al.

WHEREAS, the owner of the Portion of Section 58 T-13-S, R-21-E, Luling requests resubdivision into two Lots 1-A and Lot 2-A; and,

WHEREAS, Section III.B.3 of the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires an arrangement of lots such that "All lots shall possess frontage on a street or roadway that meets the specifications of these regulations"; and,

WHEREAS, proposed Lots 1-A and 2-A are arranged to have frontage on a portion of River Oaks Drive that is not developed with permanent hard surface or infrastructure; and,

WHEREAS, the owner requests a waiver from the requirement; and,

WHEREAS, the Planning and Zoning Commission, at their meeting of May 4, 2017, recommended approval of the resubdivision with said waiver.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting resolution endorsing the resubdivision of a Portion of Section 58 into Lot 1-A & Lot 2-A in T-13-S, R-21-E, Luling, as shown on a survey by Stephen Flynn dated March 6, 2017, with a waiver from the required arrangement on a developed street, as requested by James J. Lemmon et. al.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: GIBBS

And the resolution was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jamell D. Williams
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 5/16/17
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 5/16/17
AT: 3:30 pm RECD BY: [Signature]

2017-0142

INTRODUCED BY: TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
ORDINANCE NO. 17-5-6

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 on both sides of the 400 block of St. Charles Street in Norco.

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 on both sides of the 400 block of St. Charles Street in Norco.

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

- YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK,
 FLETCHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: GIBBS

And the ordinance was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

2017-0142 NO OVERNIGHT PARKING-St Charles Street-Norco

CHAIRMAN: Tennell D. Wilson
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: S/16/17
 APPROVED: [Signature] DISAPPROVED: [Signature]
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: S/16/17
 AT: 3:30 p RECD BY: [Signature]

2017-0143

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)**

ORDINANCE NO. 17-5-7

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2017 through July 13, 2017.

WHEREAS, the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,

WHEREAS, the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,

WHEREAS, it is the desire of the Parish Council to approve said agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the agreement for Summer Food Service Program Facilities by and between the St. Charles Parish Council and the St. Charles Parish School Board is hereby approved and accepted.

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

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

YEAS: **BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER**

NAYS: **NONE**

ABSENT: **GIBBS**

And the ordinance was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: S/16/17

at 3:30 pm Read By: [Signature]

**ST. CHARLES PARISH COUNCIL
AND THE
ST. CHARLES PARISH SCHOOL BOARD
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES**

This agreement is made and entered into as of the ___ day of _____, 2017, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by Lawrence H. Cochran, President, duly authorized by Ordinance No. 17-57 dated May 15, 2017, 2017 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Felecia Gomez-Walker, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated March 22, 2017, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of Eual J. Landry Alternative Center, Luling Elementary School, and St. Rose Elementary School, WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 5, 2017 through July 13, 2017, (total of 23 days) the use and control of the kitchen and cafeteria of Eual J. Landry Alternative Center, Luling Elementary School, and St. Rose Elementary School. The Council shall have the use of the property for a fee of \$0.15 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 4, 2017, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
 - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
 - B. Accept in the present condition and subject to any servitude above described property.

- C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
- D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
- E. Pay \$4,741.96 as reimbursement for utilities and other costs arising out of use of the property to be leased and \$16,805.64 as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program.
- F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
- G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish Council who funds its operation from June 5, 2017 through July 13, 2017 through the Summer Food Service Program."
- H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
- I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
- J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board.

3. The School Board agrees to provide reasonable access to the property.

4. General Obligations:

- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
- B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from

all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.

- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
 - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
 - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

(3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than five hundred thousand (\$500,000) dollars with a waiver of subrogation in favor of the School Board.

In connection with the aforementioned liability and automobile insurance policies and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

1. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
2. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.
3. Smoking is not allowed! Possessing any lighted tobacco product is prohibited on all school system property and on all school system-owned buses and vehicles. This applies even when students are not on campus and includes parking lots and any other outside portions of school property in addition to all buildings.

THUS DONE AND SIGNED in the presence of the undersigned witnesses.

WITNESSES:

Ron S. Delehanty
[Signature]

ST. CHARLES PARISH COUNCIL

[Signature]
Lawrence H. Cochran, Parish President

DATE: May 16, 2017

WITNESSES:

ST. CHARLES PARISH PUBLIC SCHOOLS

Felecia Gomez-Walker, Superintendent

WITNESSES:

ST. CHARLES PARISH SCHOOL BOARD

Melinda H. Bernard, Board President

DATE: _____

2017-0158

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 17-5-8

An ordinance approving and authorizing the execution of Change Order No. 2(Final) for Parish Project No. P090201-2 Canal #10 Drainage Improvements to balance the contract quantities with actual quantities resulting in an increase to the contract amount by \$100,000.00 and no change in contract time.

WHEREAS, Ordinance No. 11-9-3 adopted September 6, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with Wallace C Drennan, Inc. for Parish Project No. P090201-2 Canal #10 Drainage Improvements in the amount of \$1,077,600.00; and,

WHEREAS, in September of 2012 while finalizing the cost of the project in preparation for substantial completion, a dispute arose concerning payment on several contract line items resulting in litigation; and,

WHEREAS, Ordinance No. 14-11-3 adopted November 3, 2014, by the St. Charles Parish Council, approved and authorized Change Order 1 to Parish Project No. P090201-2 Canal #10 Drainage Improvements for payment and partial settlement increasing the contract amount by \$50,346.14; and,

WHEREAS, Ordinance No. 16-10-6 adopted October 17, 2016, by the St. Charles Parish Council, approved and authorized payment and final settlement increasing the contract amount by \$100,000.00 resulting in a final contract amount of \$1,227,946.14.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2(Final) for Parish Project No. P090201-2 Canal #10 Drainage Improvements to increase the contract amount by \$100,000.00 and no change in the contract time is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 2(Final) on behalf of St. Charles Parish.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER.

NAYS: NONE

ABSENT: GIBBS

And the ordinance was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terry D. Johnson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 3:30 p RECD BY: [Signature]

CHANGE ORDER

No. 2(Final)

DATE OF ISSUANCE 5/15/17

EFFECTIVE DATE: 5/10/17

OWNER St. Charles Parish Department of Public Works and Wastewater
CONTRACTOR WALLACE C. Drennan, Inc.
CONTRACT Canal #10 Drainage Improvements
PROJECT P090201-2 Canal #10 Drainage Improvements
OWNER'S CONTRACT NO. P090201-2 ENGINEERS PROJECT NO.
ENGINEER Professional Engineering and Environmental Consultants, Inc.

You are directed to make the following changes in the Contract Documents

DESCRIPTION:

1. Delete the Following Work Items:

Total of Deleted Items NONE

2. Add the Following Work Items Cost:

Total of Added Work Items NONE

3. Revise the Following Work Item Cost:

a. Contract Item No. 45 Relocation of Infrastructure \$100,000.00

TOTAL CHANGE IN PROJECT COST \$100,000.00

Reason for Change Order:

1. Deleted Work Items: NONE
2. Add the Following Work Items: NONE
3. Revise the following Work Item Cost:
 - a. Relocation of Infrastructure was deleted in Change Order #1. Being added back into project as a result of Final Settlement Agreement

CHANGE ORDER

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$1,077,600.00
Net Increase (Decrease) from previous Change Orders	\$50,346.14
Contract Price prior to this Change order:	\$1,127,946.14
Net Increase (Decrease) this Change Order	\$100,000.00
Contract Price with all approved Change Orders:	\$1,227,946.14

CHANGE IN CONTRACT TIMES:	
Original Contract Times	
Substantial Completion:	December 17, 2012
Ready for Final Payment:	N/A
Net Change from previous Change Orders	
Substantial Completion:	0 days
Ready for Final Payment:	N/A
Contract Times prior to this Change Order	
Substantial Completion:	December 17, 2012
Ready for Final Payment:	N/A
Net Change this Change Orders	
Substantial Completion:	0 days
Ready for Final Payment:	N/A
Contract Times with all approved Change Orders:	
Substantial Completion:	December 17, 2012
Ready for Final Payment:	N/A

RECOMMENDED:

APPROVED:

ACCEPTED:

By: MO Sahl
 ENGINEER (Authorized Signature)

By: [Signature]

By: William C. Dennis
 CONTRACTOR (Authorized Signature)

Date: 4/4/17

Date: 5/16/17

Date: 4/6/17

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

2017-0159

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 17-5-9

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and River Birch, LLC for Storm Debris Disposal, Parish Project No. P170201.

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris removal and disposal operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for receiving and processing storm and other natural disaster debris and to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised and proposals were received on April 17, 2017; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Award Criteria as set out in the RFP and it is recommended that the Contract for Storm Debris Disposal be awarded to River Birch, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Storm Debris Disposal by and between the Parish of St. Charles and River Birch, LLC is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: GIBBS

And the ordinance was declared adopted this 15th day of May, 2017, to become effective immediately upon adoption.

CHAIRMAN: Terrill D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 5/16/17
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 3:30p RECD BY: [Signature]

EXHIBIT A

STORM DEBRIS DISPOSAL 2017
CONTRACT AGREEMENT

THIS CONTRACT, made this 16th day of May, 2017, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and River Birch, LLC, 2000 South Kenner Rd., Avondale, La. 70094 doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned.

1. The Agreement will commence on January 1, 2018 and end on December 31, 2020. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" Includes the following Items:
 - a. Exhibit A Storm Debris Disposal 2017_Contract Agreement
 - b. Exhibit B Storm Debris Disposal 2017-Corporate Resolution or Certificate of Authority or any other authorization required by law
 - c. Copy of Exhibit C Storm Debris Disposal 2017_Contractor Price Proposal
 - d. General Specifications
 - e. Exhibit D Federal Compliance Provisions
 - f. Exhibit E Non-Collusion Affidavit
 - g. Copy of Exhibit F Notice of Intent to Award
 - h. Insurance Certificate Original
 - i. Request for Statements of Qualifications and Cost Proposals Debris Disposal 2017 Document(RFP Package)
 - j. Copy of Contractor Submittal Package
 - k. ADDENDUM No. 1, Dated April 5, 2017
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

ATTEST

R. S. Delahoussaye
Name Robin S. Delahoussaye
Title Admin Asst

ST. CHARLES PARISH

BY [Signature]
LARRY COCHRAN
PARISH PRESIDENT

ATTEST

[Signature]
Name DOMINICK J FAZZIO
Title CFO

RIVER BIRCH, LLC

By [Signature]
ALBERT J. WARD, JR.
PRESIDENT

EXHIBIT C

STORM DEBRIS DISPOSAL 2017
CONTRACTOR PRICE-QUESTION SHEET

Proposal of RIVER BIRCH LLC (A corporation duly organized under the laws of the State of LOUISIANA).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Storm Debris Disposal 2017 for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates hereinafter set forth.

Vegetative Debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal (including required reduction noted herein). Enter price as dollars and cents to two decimals

\$ 2.75 /cu. yd.

Two dollars and seventy five cents / cu. yd.

Construction and Demolition debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal. Enter price as dollars and cents to two decimals

\$ 2.75 /cu. yd.

Two dollars and seventy five cents / cu. yd.

Provide a map(Google aerial acceptable) showing landfill location in relation to the nearest St. Charles Parish Line if landfill is located outside St. Charles Parish. Enter one way roadway mileage below to two decimals(enter 0 if within St Charles Parish)

City AVONDALE Mileage 1.5 Miles

Proposals not affirming the following criteria will not be evaluated:

1. The landfill is a LDEQ approved Type III landfill. yes no
2. The landfill has adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site. yes no
3. The landfill has sufficient capacity to receive 100% of St. Charles Parish's debris, which is estimated at 100,000 cubic yards at this time. yes no
4. The landfill is able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed. yes no

Bidder must acknowledge all addendums issued:

Addendum 1 Date 4/5/17 Addendum _____ Date _____
Addendum _____ Date _____ Addendum _____ Date _____
Addendum _____ Date _____

CONTRACTOR

By: River Birch LLC *[Signature]*

PRINT NAME: Albert S. Milano Jr.

TITLE: President

PRINCIPAL OFFICE

Address 2000 SOUTH KENNEDY Rd.
AVONDALE LA 70014

Telephone 504-436-1288

**STORM DEBRIS DISPOSAL 2017
GENERAL SPECIFICATIONS**

1. **DEFINITIONS.** The following items and phrases shall have the meanings set forth below:
- 1.1 **LDEQ** shall mean the Louisiana Department of Environmental Quality, and agency of the State of Louisiana, and any successor agency, including the U.S. Environmental Protection Agency if it assumes compliance, monitoring and enforcement function currently delegated to LDEQ.
 - 1.2 **Landfill** shall mean the landfill owned and operated pursuant to its permit issued by LDEQ and any renewals or modifications thereof or successor permits.
 - 1.3 **Cubic Yard** shall mean 27 cubic feet. In calculating cubic yards, the rated volume of a truck body shall be assumed as the actual volume of that truck body.
 - 1.4 **EPA** shall mean the United States Environmental Protection Agency, or any successor agency.
 - 1.5 **Excluded Waste** shall mean automobiles, tires (but only to the extent of disposal of tires that is prohibited under applicable Laws), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not comply with federal and state regulations and contractor's acceptance guidelines for treatment prior to disposal), materials which are radioactive, volatile, highly flammable, explosive or toxic, Hazardous Waste, or any other waste or material which is prohibited from disposal in the Landfill by Laws and by any of the terms and conditions of any permits, licenses, or approvals related to the Landfill and Contractor's operation of the same. Excluded waste shall also mean that waste which is suitable for a Type I or Type II facility, as defined by LDEQ regulations.
 - 1.6 **FEES** shall mean the gate rates established by Contractor for the disposal of Storm Generated Debris, as annually adjusted as set forth herein.
 - 1.7 **Force Majeure** shall mean any act, event for condition, which act, event or condition is without the fault and beyond the responsible control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lighting, earthquake, fire, explosion, storm, flood or similar occurrence, and act of public enemy, war, blockage, insurrection, riot, general arrest of restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, so long as labor practices do not precipitate or prolong the strike, work slowdown or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local courts, administrative agency or government office or body; (iv) so long as such is not caused by the fault of the Contractor, the denial, loss, suspension, expiration, termination, delay or failure of renewal of any permit, license or other, government approval required to operate (including, without limitation, those required to operate the Sanitary Landfill); (v) the federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Landfill, Contractor or Contractor's affiliates; or (vi) if Contractor is for any reason (not a result of any act or omission on the part of Contractor) delayed or barred by governmental or judicial action for all or a significant percentage of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Landfill Site to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all responsible steps to overcome the cause of cessation of service.

- 1.8 **Gate Fee** shall have the meaning set forth in Section 11.1 of this Agreement.
- 1.9 **Hazardous Waste** shall mean all waste defined or characterized as hazardous waste or hazardous substance by EPA or any other agency pursuant to the federal solid Waste Disposal Act (42 U.S.C. 6901 ff), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 ff) or solely for the purpose of this Agreement, as a toxic substance or mixture regulated pursuant to Section 6 of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.) and all future amendments to any of the foregoing, and all regulation promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time, and all waste defined or characterized as a hazardous waste of hazardous substance by Louisiana Laws.
- 1.10 **Laws or Law** shall include valid and applicable federal, state, local statutes, ordinances, rules regulations, orders, decrees and permit conditions.
- 1.11 **Service Area** shall mean the geographic area composed of the specific Louisiana Parishes as set forth in the operating permit issued and administered by LDEQ with respect to the Landfill, including any future additions.
- 1.12 **Service Commencement Date** shall mean the Start Date in the Notice to Proceed given by the Parish for each Presidentially Declared Disaster. The Notice to Proceed will also include the End Date for that particular Presidentially Declared Disaster.
- 1.13 **Site** shall mean the geographic area encompassing the Landfill.
- 1.14 **Storm Generated Debris** shall mean only vegetative and construction and demolition debris generated by storms and other natural disasters suitable for a Type III facility, as defined by LDEQ regulations. Storm generated debris does not include any excluded waste or special waste as defined herein.
- 1.15 **Special Waste** shall mean those waste requiring specific processing, handling or disposal techniques as determined necessary by LDEQ which are different from the techniques normally utilized for handling or disposal of municipal solid waste. Examples of such waste types include, but are not limited: mining waste, fly ash; bottom ash; sludges; drilling fluids and drill cutting; asbestos; industrial waste; liquid waste; large dead animals and residue, or medical waste.
- 1.16 **State** shall mean the State of Louisiana.
- 1.17 **Subtitle D** shall mean 4 CFR, Part 258, as promulgated by EPA and published in the Federal Register at 56 Fed. Reg. 50978 on October 9, 1991, and corresponding LDEQ regulations, as may from time to time be revised by EPA and/or LDEQ.
- 1.18 **Ton** shall mean 2,000 pounds.
- 1.19 To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the LDEQ Solid Waste Regulation, as amended, shall have the respective meaning as defined in said act.
2. **SCOPE OF WORK.**
- 2.1 **General.** As of the Service Commencement Date, Contractor agrees to furnish all labor, material, equipment and land for the disposal of Storm Generated Debris. All costs of the landfill operation will be borne by the Contractor. Subject to the terms and conditions of this Agreement, the Contractor shall provide to the Parish disposal of Storm Generated

Debris generated within the jurisdiction of the Parish, and delivered by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish.

- 2.2 **Operation and Maintenance Responsibilities.** The Contractor, shall at its sole cost and expense, furnish all labor and material, equipment and land necessary to operate and maintain in good, clean and orderly condition consistent with the normal operation of a landfill and shall comply with all legally enforceable requirements imposed by regulatory agencies. The landfill must be able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed.

A tower approximately eight (8) feet high at the floor with safety walls and stairs needs to be provided large enough to hold up to three (3) people safely at each TDSRS and final landfill location or at one central site if areas are in close proximity to each other. Additional towers may be erected to improve traffic flow through the TDSRS. The owner will provide a quality assurance inspector, or inspectors, to be located at this site to handle the haul tickets. All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Owner. Additional items incidental to the work are considered as part of the project scope. All work will be in general conformity with the local, State, and Federal laws and regulations.

If the turnaround time for the debris vehicles exceeds 45 minutes from time the vehicles arrive at the landfill to the time the vehicles deposit the debris and leave the landfill, the Owner reserves the right to direct the landfill operator to increase access points, roads, or towers as necessary to achieve the specified turnaround time. The landfill shall have sufficient capacity to receive 100% of St. Charles Parish's debris.

- 2.3 **Disposal.** Subject to the terms and conditions of the Agreement, Contractor shall at the Landfill provide to the Parish disposal services for all Storm Generated Debris within the Parish.
- 2.4 Contractor acknowledges its responsibility to comply with the closure and post-closure requirements established by LDEQ and EPA for the Landfill and agrees to perform and pay for the same.
3. **TERM.** The term of this Agreement shall be for a three year period beginning January 1, 2018, and ending on December 31, 2020. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually.
4. **HOURS.** Subject to (i) Force Majeure and (ii) temporary closing due to inclement weather, equipment problems, safety concerns and similar events beyond Contract's reasonable control, the Landfill shall be open between the hours of 6:00 A.M. to 7:00 P.M., local time, Monday through Sunday, excepting holidays or as long as daylight hours are available.
5. **HOLIDAYS.** The following shall be holidays for the purpose of this Contract:
- New Years' Day Independence Day Christmas Day
- Mardi Gras Day Labor Day
- Memorial Day Thanksgiving Day
- The Contractor may decide not to observe any of these holidays.
6. **APPLICABLE LAWS.** The Contractor and the Parish shall comply, in all material respects, with all Laws applicable to this Contract. The parties to this contract agree that the Laws of the State of Louisiana shall govern the validity, construction, interpretation and effect of this contract.

7. **JURISDICTION.**

- 7.1 The Request for Proposals and any resulting Contract shall be governed by the Laws of the State of Louisiana.
- 7.2 Exclusive Jurisdiction and Venue: For all claims arising out of or related to this agreement, the 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 pleas of jurisdiction based upon the Contractor's residence or right to federal court based upon diversity of citizenship.

8. **OPERATION STANDARDS.**

- 8.1 **Permits.** The Contractor shall use its reasonable best efforts to maintain all necessary permits, licenses and approvals required by all governmental entities having jurisdiction over the Landfill to operate same in accordance with the terms and conditions of this Agreement.
- 8.2 **Operation of the Sanitary Landfill.** Nothing in Agreement shall be construed as giving to the Parish or any other person or entity the right to exercise control over the business or operation of the Contractor (including, without limitation the operation of the Landfill) or to direct in any respect the manner in which Contractor's business and operations (including, but not without limitation, the operation of the Landfill) are conducted. Contractor shall have full, complete, and sole discretion and control over all aspects of the operation of the Landfill.

9. **INSURANCE.**

- 9.1 The Contractor shall obtain the following types of insurance naming the Parish as an additional insured, in at least the limits specified below:
- | | |
|-------------------------------|---|
| 9.1.1 General Liability: | \$1,000,000 per each occurrence; |
| 9.1.2 Automobile Liability: | \$500,000 bodily injury and property damage, combined single limit per each occurrence; |
| 9.1.3 Property Damage: | \$500,000 each occurrence; |
| 9.1.4 Workmen's Compensation: | Statutory; |
- 9.2 Provided, however, that in all events the Contractor shall meet the financial requirements for landfill operations, landfill closure, landfill post-closure card, and any other financial requirements related to landfill operation established by LDEQ and/or EPA.
- 9.3 All policies evidencing the insurance required by the terms of the preceding paragraph shall be acquired and maintained in generally recognized responsible insurance companies, admitted to do business in and qualified under the laws of the State of Louisiana and may be written with co-insurance provisions and deductible amounts comparable to those applicable to similar policies carried by persons engaged in businesses of like size and type as the Contractor with respect to properties similar to the Landfill.
- 9.4 The Contractor may self-insure for all or any part of the above coverages with the prior written consent of the Parish, which consent shall not be unreasonably withheld.
- 9.5 Any policies required by this Agreement may be contained in blanket policies.

- 9.6 The Contractor shall comply with the provisions of all applicable Worker's Compensation Laws. The Contractor shall supply or cause to be supplied to the Parish certificates of insurance evidencing such coverage as described herein.
- 9.7 The Contractor shall defend, indemnify and save harmless the Parish and its officers, agents, employees and those to whom it has contracted for collection services from and against any and all claims, demands, liability, penalties, damages, expenses and judgments of any nature directly caused and arising out of the contractor's operations of the Disposal Site, or failure to perform services in accordance with this Agreement or under CERLA or RCRA or equivalent state or local law.
- 9.8 For all purposes under Louisiana Law, St. Charles Parish is recognized as the statutory employer of contractor.
10. **LANDFILL RULES AND REGULATIONS.**
- 10.1 The Contractor shall have the right to establish other reasonable rules, regulations, standards and policies necessary, appropriate or desirable for the operation of the Landfill, including regulations concerning access, safety, operation and types of substances to be deposited in the Landfill; provided that nothing herein shall permit the Contractor to establish or change any rule, regulation, standard or policy established in this Agreement to allow Hazardous Waste to be disposed of at the Landfill.
- 10.2 All rules, regulations, and policies established by the Contractor shall be delivered to the appropriate offices of the Parish. Provided, however that non-receipt by the Parish of such rules, regulations or policies shall not act the validity or effectiveness of the same.
- 10.3 When entering the Site or delivering Storm Generated Debris to the Landfill, the Parish and its officials, agents, employees and contracted haulers shall comply with all rules, regulations, standards and policies established by the Contractor or otherwise applicable to the Landfill.
11. **COMPENSATION AND BILLING.**
- 11.1 The Gate Fee for the Storm Generated Debris generated within the Parish, whether collected by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish and delivered to the Landfill shall be at the rates specified in **Exhibit C**, both rates inclusive of the handling, storage, and reduction of the Storm Generated Debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and final disposal. Payment will be made per cubic yard based on the truck volumes measured by the Owner, and as modified by the Owner based on visual inspection of the actual load.
- 11.2 For each load of Storm Generated Debris delivered to the Landfill, the Contractor shall verify the volume thereof determined by the Parish or its agent, as appropriate, and shall compute the applicable Gate Fee, and shall give a copy of the receipt to the Parish or its agent and shall maintain a copy of such receipt.
- 11.3 The Gate Fee shall be adjusted upward or downward on **January 1, 2019** and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before (90) days prior to January 1, 2019 and each succeeding year thereafter the Contractor shall

compute the most recent percent increase or decrease in the CPI which is then available and the gate fee, as previously adjusted, shall be further adjusted. The Contractor shall furnish the Parish at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the fee for any one year exceed five (5%) percent. The gate fee, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2019, and each year thereafter.

12. **NOTICES.**

12.1 Notices of conditions or situations affecting the work to be performed under this Agreement shall be given in writing between designated personnel of the Contractor, and the Parish.

12.2 All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

12.2.1 If to the Contractor: Contact Information

12.2.2 If to the Parish: Director
St. Charles Parish Dept. of Public Works
100 River Oaks Dr.
Destrehan, La. 70047

13. **WASTE OWNERSHIP.** The Parish agrees that all Storm Generated Debris deposited into the Landfill shall be the property of the Contractor.

14. **DISPOSAL RIGHTS.** The Parish shall cause all Storm Generated Debris collected through the Parish's Disaster Debris Removal under jurisdiction of its governing authority to be disposed at the Landfill.

15. **DISPOSAL BY OTHER PARTIES.** No other parties than the Parish, in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish will be allowed to dispose of Storm Generated Debris at the Landfill under this Agreement.

16. **RIGHT OF INSPECTION AND AUDIT.** The Parish agrees that the Contractor has the authority to inspect any vehicle, load or volume of waste brought to the Landfill for violations of Laws or violations of this Agreement. It shall be the responsibility of the transporter to manage the rejected load in a prudent and legal manner. The Parish shall have the right to inspect and copy (at its expense) at any reasonable time those records of Contractor, which relate to the Parish.

17. **HAZARDOUS AND INFECTIOUS WASTE.** The parties hereto agree that the Landfill will not be licensed, permitted or intended for the disposition of Hazardous Waste OR Infectious Waste. The Contractor agrees that it will not accept any hazardous waste or any substances prohibited from disposition in sanitary landfills by Law.

18. **CONTRACTOR'S STATUS.** Contractor is an independent contractor and not any agent or representative of the Parish.

19. **LDEQ PERMIT.** Contractor agrees to use its due diligence to maintain all necessary permits or approvals required by Law for the operation of the Landfill.

20. **ATTORNEY'S FEES.** If, as result of a breach or default hereunder, any party hereto shall be caused to employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant, or

agreement contained in this Agreement, the non-prevailing party shall pay such other party reasonable attorney's fees and other reasonable expenses so incurred.

21. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
23. **REPRESENTATIONS.**
 - 23.1 The Parish makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
 - 23.1.1 It has been granted by statute the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder; and
 - 23.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
 - 23.2.1 The Contractor is a corporation organized under the laws of the State of Louisiana and qualified to do business in the State of Louisiana, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement; and
 - 23.2.2 The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.
24. **NON-DISCRIMINATION.** The Contractor shall not discriminate against any person because of race, sex, creed, color, aged, religion or national origin.
25. **ENTIRE AGREEMENT: EFFECTIVE DATE.**
 - 25.1 This Agreement contains the entire Agreement of the parties and supersedes all prior negotiations, agreements and oral understandings, if any, between the parties hereto. The terms and conditions of the proposal submitted by the contractor are incorporated herein by reference. Any amendments to this Agreement must be reduced to writing and duly signed by each party to this Agreement.
 - 25.2 This Agreement becomes effective on the January 1, 2018, and shall be binding upon and shall inure to the benefit of the Parish and the Contractor, and the Contractor's successors and assigns.
26. **TERMINATION**
 - 26.1 **Termination for Cause.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
 - 26.2 **Termination for Convenience.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
 - 26.3 **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.
 - 26.4 **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

2017-0160

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 17-5-10

An ordinance approving the Assignment from Apache Corporation to Texas Petroleum Investment Company (TPIC), and authorizing the Parish President to sign, execute and administer any and all relevant documents.

WHEREAS, by instrument dated November 9, 1994, St. Charles Parish granted an oil, gas, and mineral lease to and in favor of Apache Corporation (21.75%), containing approximately 14.75 acres, described in said lease, St. Charles Parish, Louisiana, recorded on November 14, 1994, in the records of St Charles Parish in Book 490, Page 42, Instrument No. 191024; and,

WHEREAS, by instrument dated October 1, 2014, Apache Corporation assigned the aforementioned Lease to and in favor of Texas Petroleum Investment Company (TPIC), recorded on January 14, 2015, in the records of St. Charles Parish in Book 811, Page 678, Instrument No. 402956; and,

WHEREAS, St. Charles Parish has not made an examination or determination that all of the provisions and conditions in the subject Lease have been met, and accordingly, this ordinance is not intended to, nor shall it act in any manner as a ratification of the subject Lease nor as a waiver of any right which St. Charles Parish may have, including, but not limited to prescriptive rights, or any rights against previous assignors; and,

WHEREAS, Texas Petroleum Investment Company (TPIC) requests that St. Charles Parish approve said Assignment from Apache Corporation to Texas Petroleum Investment Company (TPIC), and authorizes the Parish President to sign, execute and administer any and all relevant documents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to sign, execute and administer any and all relevant documents to approve the Assignment from Apache Corporation to Texas Petroleum Investment Company.

SECTION II. That a certified copy of this ordinance shall be forwarded to: Texas Petroleum Investment Company, ATTN: Jacquelynn M. Sipe, 5850 San Felipe, Ste. 250, Houston, TX 77057.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: GIBBS

And the ordinance was declared adopted this 15th day of May, 2017 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 3:20 PM RECD BY: [Signature]

ASSIGNMENT AGREEMENT

WHEREAS, St. Charles Parish, on or about November 9, 1994, entered into an Oil and Gas Lease Agreement with Apache Corporation (21.75%), containing approximately 14.75 acres (State Lease 14828), as described in said Lease, and recorded on November 14, 1994, in Book 490, Page 42, Instrument No. 191024; and,

WHEREAS, Apache Corporation has assigned their 21.75% of the above referenced lease to Texas Petroleum Investment Company (TPIC) by Assignment, Conveyance and Bill of Sale recorded on January 14, 2015, in Book 811, Page 678, Instrument No. 402956 (attached); and,

WHEREAS, in light of the foregoing, St. Charles Parish and Texas Petroleum Investment Company execute this Assignment Agreement so as to confirm, authorize and consent to said assignment and assumption.

NOW, THEREFORE, for and in consideration of the premises and the mutual exchanges provided for hereunder, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

The Oil and Gas Lease Agreement is hereby assigned from Apache Corporation to Texas Petroleum Investment Company, with Texas Petroleum Investment Company assuming all rights and obligations of Apache Corporation under the Oil and Gas Lease Agreement, including but not limited to, any and all obligations owed to St. Charles Parish pursuant to such Lease Agreement.


This Assignment Agreement may be executed in one or more counterparts all of which taken together shall be deemed one original.

WITNESS OUR SIGNATURES on the date set forth beside our respective signatures, but made effective for all purposes as of the ____ day of _____, 2017.

Date: 5/16/17

OWNER:

St. Charles Parish

By: 
LARRY COCHRAN, PARISH PRESIDENT

Texas Petroleum Investment Company

Date: _____

By: _____
JACQUELYNN M. SIPE, SR. LANDMAN

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment") is effective for all purposes as of 7:00 a.m. Central time on October 1, 2014 ("Effective Time"), by Apache Corporation, a Delaware corporation ("APA") whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Apache Shelf, Inc., a Delaware corporation ("APSH") and each of APA and APSH individually and collectively, an "Assignor"; whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Texas Petroleum Investment Company, a Texas corporation ("Assignee") whose address is 5850 San Felipe, Suite 200, Houston, Texas 77057. Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties".

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, DEED, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following assets and properties, but excluding and reserving unto Assignor the Excluded Assets (such properties, after giving effect to such exclusion and reservation, the "Assets");

(a) The oil, gas, other Hydrocarbon and mineral leases, subleases, royalties, overriding royalties, production payments, net profits interests, carried interests, convertible interests, "back-in" interests, reversionary interests, mineral servitudes, mineral royalties and all other interests of any kind or character in Hydrocarbons that constitute or are derived from any leasehold estates created thereby or from the Lands (as hereinafter defined), in each case, described in Exhibit A-1 (collectively, the "Leases"), together with all leasehold Hydrocarbon interests and leasehold mineral interests of every nature related to the lands covered by the Leases or all Hydrocarbon and mineral interests in any lands pooled or unitized therewith (the "Lands"); and all corresponding interests in and to all the property and rights incident to such leasehold and pooled or unitized interests of any nature that arise by Law or otherwise, including all rights in any pooled or unitized acreage by virtue of the Leases having been pooled or unitized into such pools or units, all production from the pool or unit allocated to any such Lands; and all interests in any wells within the pool or unit associated with the Lands or Leases; and all reversionary interests, convertible interests, and net profits interests applicable to the Leases or Lands (together with Lands, collectively, the "Lease-Related Interests");

(b) All producing, non-producing, shut in, permanently or temporarily plugged and abandoned oil, gas, Hydrocarbon, water, carbon dioxide, disposal, injection or other wells located on the Leases, the Units, or any Lands or lands pooled or unitized therewith, including the wellbores described in Exhibit A-2, and all wellbores spudded after November 14, 2014 located on the Leases, the Units, and any Lands or lands pooled or unitized therewith, but in each case only to the extent such interests in such wells constitute leasehold interests or interests derived therefrom (collectively, the "Wells");

(c) All (I) tangible personal property, improvements, equipment, machinery, inventory, fixtures and other appurtenances (whether or not currently in use), to the extent (A) situated upon or appurtenant to the Properties or the Easements or (B) primarily used (or to be used in the future), or otherwise primarily held for use (regardless of where located), in connection with the ownership, operation, maintenance or repair of the Properties or Easements;

or the production, handling, processing or transportation of Hydrocarbons attributable thereto, including all platforms, facilities, fixtures, Xmas trees, processing systems, buildings, compressors, meters, tanks, machinery, tools, equipment (including spars, trees, PLETs, jumpers, risers, umbilicals, control assemblies, and production handling equipment); and flowlines or gathering lines, whether the same are in existence as of November 14, 2014 or under construction, and (ii) other real, immovable, personal, movable and mixed property that is (A) located on or appurtenant to the Properties or Easements, or (B) primarily used (or to be used in the future), or otherwise primarily held for the current or future use (regardless of where located), in connection with the ownership, operation, maintenance or repair of the Properties or Easements or the production, handling, processing or transportation of Hydrocarbons attributable thereto, whether the same are in existence as of November 14, 2014 or under construction, in each case, including those identified on Exhibit A-3 (all of the foregoing, collectively, the "Facilities");

(d) All units arising on account of any of the Leases having been pooled, communitized or unitized into such units, but in each case only to the extent such interests in such units are derived from leasehold interests in the Lands, the Lease Related Interests or the Wells ("Units");

(e) All Applicable Contracts;

(f) All easements, rights-of-way, right-of-use easements, surface leases, subsurface agreements, licenses, servitudes, authorizations, permits, and other rights to use the surface or the seabed appurtenant to, and used or held for use in connection with, any or all of the Properties, the Processing Plants, or Facilities (the "Easements");

(g) All Hydrocarbons (i) produced on or after the Effective Time, or (ii) stored in tanks, storage facilities and pipeline linefill as of the Effective Time, in each case, to the extent attributable to Assignor's right, title and interest in the Properties or the Processing Plants (collectively, the "Production");

(h) All environmental and other permits, licenses, orders, authorizations, registrations, consents, franchises, and related instruments or rights granted, or issued by any Governmental Authority and relating to the ownership, operation or use of the Properties, the Processing Plants, or Facilities (collectively, the "Permits");

(i) the Processing Plants described on Exhibit A-4;

(j) All Imbalances (the economic transfer of which as of the Effective Time shall be made by a financial adjustment pursuant to Section 3.3 and Section 3.4 of the Purchase Agreement and the physical transfer shall occur on the Closing Date); and

(k) all Suspense Funds, to the extent provided in Section 6.15 of the Purchase Agreement;

(l) all titled vehicles, trailers, licensed vessels, boats, barges and ships used or held for use in connection with, any or all of the Properties, the Processing Plants, or Facilities;

(m) Originals (or photocopies where originals are not available) and electronic copies of all files, records, maps, information, and data of Assignor or any Affiliate of Assignor, whether written or electronically stored, pertaining to the ownership, operation and use of the other Assets, including: (i) land and title records (including lease files, land files, title opinions, and title curative documents); (ii) well files; well information, well data bases, production records, monthly platform product and/or producer imbalance statements, division order files, abstracts; (iii) contract files, financial accounting records, Non-Income Tax records, operational records, environmental, health and safety records, technical records, and production and processing records; and (iv) Facility records, in each case, to the extent in Assignor's or any of its Affiliates' control or possession, *provided, however*, that the foregoing shall expressly exclude: (A) Seismic Data (including interpretations thereof) and any data subject to a nontransferable license or other contract that requires any transfer fee, including interpretations derived from such data and (B) the Excluded Records (subject to such exclusions, collectively, the "Records").

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its successors, legal representatives and assigns forever, subject to any Permitted Encumbrances and the terms of this Assignment.

This Assignment is subject to that certain Purchase and Sale Agreement dated as of November 14, 2014 (as such has or may hereinafter be supplemented, modified or amended from time to time, the "Purchase Agreement") between Assignor and Assignee. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control.

Capitalized terms used herein but not defined herein or in Attachment I attached hereto shall have the meanings assigned to such terms in the Purchase Agreement.

Assignor hereby excludes from the Assets and reserves unto Assignor all right, title and interest in and to the Excluded Assets.

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby agrees to pay, perform, fulfill and discharge all Retained Obligations and agrees to indemnify, defend and hold harmless Assignee and the other Buyer Indemnified Parties from and against any and all Losses actually incurred or suffered by any of the Buyer Indemnified Parties as a result of, relating to or arising out of the Retained Obligations.

Subject to the terms and conditions of the Purchase Agreement, Assignee hereby assumes and agrees to pay, perform, fulfill and discharge all Assumed Obligations and agrees to indemnify, defend and hold harmless Assignor and the other Seller Indemnified Parties from and against any and all Losses actually incurred or suffered by any of the Seller Indemnified Parties as a result of, relating to or arising out of the Assumed Obligations.

WITHOUT IMPAIRING THE RIGHTS OF ASSIGNEE WITH RESPECT TO (X) THE SPECIAL WARRANTY OF DEFENSIBLE TITLE CONTAINED IN SECTION 8.8 OF THE PURCHASE AGREEMENT, (Y) ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

CONTAINED IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(F) OF THE PURCHASE AGREEMENT, OR (Z) ARTICLE 8 AND ARTICLE 9 OF THE PURCHASE AGREEMENT, THE ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, CONFORMITY TO SAMPLES, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND NEGATED BY ASSIGNOR AND WAIVED BY ASSIGNEE. ASSIGNEE RECOGNIZES THAT THE ASSETS HAVE BEEN USED FOR OIL AND GAS DRILLING, PRODUCTION, GATHERING, PIPELINE, TRANSPORTATION, STORAGE AND RELATED OPERATIONS. PHYSICAL CHANGES IN THE ASSETS AND IN THE LANDS INCLUDED MAY HAVE OCCURRED AS A RESULT OF ASSIGNOR'S AND ITS PREDECESSOR'S PRIOR USES, WITHOUT IMPAIRING THE RIGHTS OF ASSIGNEE WITH RESPECT TO (A) THE SPECIAL WARRANTY OF DEFENSIBLE TITLE CONTAINED IN SECTION 8.8 OF THE PURCHASE AGREEMENT, (B) ASSIGNOR'S REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(F) OF THE PURCHASE AGREEMENT, AND (C) ARTICLE 8 AND ARTICLE 9 OF THE PURCHASE AGREEMENT. THE EXECUTION OF THIS ASSIGNMENT SHALL EVIDENCE THAT (I) ASSIGNEE HAS INSPECTED AND REVIEWED PRIOR TO THE EXECUTION DATE HEREOF (OR HAS WAIVED ITS RIGHT TO INSPECT PRIOR TO THE EXECUTION DATE HEREOF) ALL ASSETS AND THE ASSOCIATED PREMISES INCLUDED IN THE ASSETS AND THE RECORDS AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE AND THAT AS OF THE EXECUTION DATE HEREOF, ASSIGNEE IS DEEMED TO HAVE KNOWLEDGE OF ALL FACTS CONTAINED IN THE DATA ROOM RECORDS OR THAT WOULD HAVE BEEN DISCOVERED BY ASSIGNEE AND ASSIGNEE'S REPRESENTATIVES' EXERCISE OF REASONABLE CARE AND DUE DILIGENCE IN THE COURSE OF SUCH INVESTIGATION, VERIFICATION, ANALYSIS, AND EVALUATION, AND (II) ASSIGNEE HEREBY ACCEPTS THE ASSETS IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, INCLUDING THE PRESENCE OF NORM, ASBESTOS AND MAN-MADE MATERIAL FIBERS.

ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICES UNDER LOUISIANA LAW, INCLUDING LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, AND THE WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475; WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; OR FOR RESTITUTION OR OTHER DIMINUTION OF THE PURCHASE PRICE; ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND THE CONSIDERATION

THEREOF, AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER.

OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR SET FORTH IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(F) OF THE PURCHASE AGREEMENT, THE SPECIAL WARRANTY OF DEFENSIBLE TITLE CONTAINED IN SECTION 8.8 OF THE PURCHASE AGREEMENT AND THE RIGHTS OF ASSIGNEE PURSUANT TO ARTICLE 8 AND ARTICLE 9 OF THE PURCHASE AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ANY LIABILITY OR RESPONSIBILITY FOR (I) ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, (II) ANY STATEMENT OR INFORMATION ORALLY OR IN WRITING MADE OR COMMUNICATED TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES, INCLUDING ANY STATEMENT OR INFORMATION (A) ORALLY OR IN WRITING MADE OR COMMUNICATED TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES BY ANY REPRESENTATIVE OF ASSIGNOR OR ANY OF ITS AFFILIATES, (B) AS TO THE ACCURACY, MATERIALITY OR COMPLETENESS OF ANY DESCRIPTIVE MEMORANDA, DATA OR RECORDS MADE AVAILABLE TO ASSIGNEE WITH RESPECT TO THE ASSETS, OR (C) CONCERNING THE (1) QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE ASSETS, (2) CURRENT OR FUTURE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, OR (3) PRODUCT PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FROM THE SALE OF ANY SUCH HYDROCARBONS AND (III) ANY OBLIGATION OR DUTY BY ASSIGNOR OR ANY SELLER INDEMNIFIED PARTY TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE ASSIGNMENT AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ASSIGNEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND NO REPRESENTATION OR WARRANTY OF ASSIGNOR CONTAINED IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED AS PERTAINING TO, ANY EXCLUDED ASSET.

This Assignment shall be binding upon, and inure to the benefit of the Parties and their respective heirs, assigns, successors and transferees.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others to Assignor heretofore given or made in respect of the Assets or any part thereof (but excluding covenants and warranties made by Assignor other than those set forth in the Purchase Agreement and the other Transaction Documents).

This Assignment shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

Each Party consents to personal jurisdiction in any action brought in the United States federal and state courts located in the State of Texas with respect to any dispute, claim or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties agrees that any action with respect to any such dispute, controversy, or claim will be determined exclusively in a state or federal district court located in Harris County, Texas. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS ASSIGNMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

EACH OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

All Exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located or adjacent to the Assets.

This Assignment is intended to be recorded and filed of record. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterpartys descriptions of property located in recording jurisdictions other than the jurisdiction (tax district, county, state or federal agency) in which the particular counterpart is to be filed or recorded.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

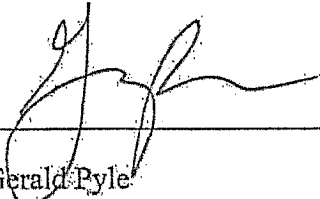
[Remainder of Page Intentionally Left Blank-- Signature Page to Follow]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the date set above but effective for all purposes as of the Effective Time.

WITNESSES:

ASSIGNOR:

APACHE CORPORATION


Gerald Pyle

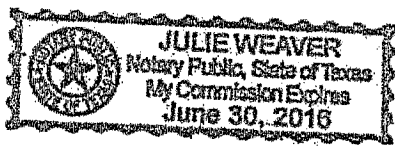
By: 
Name: Denton L. Kernodle
Title: Attorney in Fact


Nate Zeiger


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BE IT KNOWN, that on this 31st day of December, 2014, before me, the undersigned authority, personally came and appeared Denton L. Kernodle, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Apache Corporation, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Attorney in Fact and such Attorney in Fact acknowledged said instrument to be the free act and deed of said corporation.

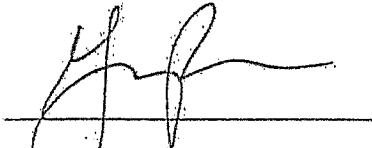


[SEAL]


NOTARY PUBLIC in and for the aforesaid
County and State:
Name: Julie Weaver
Commission Expires: June 30, 2016
Bar/Notary No.: 3831517

Signature Page to Assignment, Conveyance and Bill of Sale

WITNESSES:




Gerald Pyle



Nate Zeiger

ASSIGNOR:

APACHE SHELF, INC.

By: 

Name: Denton L. Kernodle
Title: Attorney in Fact

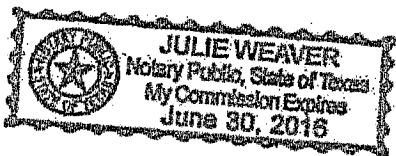
ACKNOWLEDGMENT

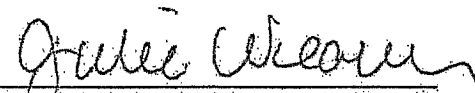
STATE OF TEXAS

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COUNTY OF HARRIS

BE IT KNOWN, that on this 31st day of December, 2014, before me, the undersigned authority, personally came and appeared Denton L. Kernodle, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Apache Shelf, Inc., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Attorney in Fact and such Attorney in Fact acknowledged said instrument to be the free act and deed of said corporation.





NOTARY PUBLIC in and for the aforesaid
County and State
Name: Julie Weaver
Commission Expires: June 30, 2016
Bar/Notary No.: 3831517

Signature Page to Assignment, Conveyance and Bill of Sale

WITNESSES:

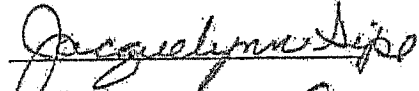
ASSIGNEE:

TEXAS PETROLEUM INVESTMENT
COMPANY


Steve Sandlin

By: Brannon H. Miley
Name: Brannon H. Miley
Title: Chief Financial Officer

Print Name:


JACQUELYNN SIPE

Print Name:

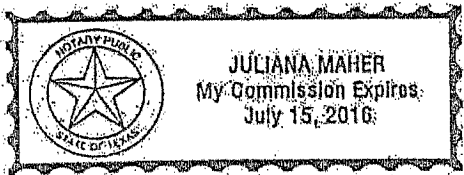
ACKNOWLEDGMENT

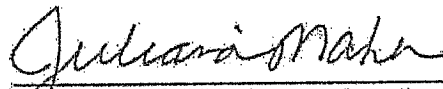
STATE OF TEXAS

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COUNTY OF HARRIS

BE IT KNOWN, that on this 18th day of December, 2014, before me, the undersigned authority, personally came and appeared Brannon H. Miley, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of Texas Petroleum Investment Company, a Texas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Chief Financial Officer and such Chief Financial Officer acknowledged said instrument to be the free act and deed of said corporation.




NOTARY PUBLIC in and for the aforesaid
County/Parish and State
Name: Juliana Maher
Commission Expires: July 15, 2016
Bar/Notary No. _____

[SEAL]

Signature Page to Assignment, Conveyance and Bill of Sale

ATTACHMENT I

TO

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

DEFINITIONS

"Applicable Contracts" means all Contracts: (a) (i) to which Assignor is a party (or is a successor or assign of a party) and (ii) that pertain to any of the real and personal properties, rights, titles, or interests described in Section 2.1(a) through Section 2.1(d) or Section 2.1(f) through Section 2.1(p) of the Purchase Agreement or (b) that are otherwise binding on the Assets, but, in each case, provided, however, "Contracts" shall not include (a) any contracts, agreements and instruments included within the definition of "Excluded Assets", and (b) the Leases and other instruments constituting Assignor's chain of title to the Leases.

"Contracts" means any written contract, agreement, instrument, agreement regarding indebtedness, indenture, debenture, note, bond or loan, collective bargaining agreement, mortgage or deed of trust, license agreement, farm and/or farmout agreement, participation, exploration or development agreement, lease, right-of-way, easement or other agreement pertaining to surface or subsurface rights, crude oil, condensate or natural gas purchase and sale, gathering, processing, transportation or marketing agreement, operating agreement, balancing agreement, unitization, pooling, and communitization agreement, declaration or order, area of mutual interest agreement, acreage contribution agreement, non-competition agreement, Hydrocarbon storage agreement, production handling agreement, or other similar contract.

"Excluded Assets" means:

- (a) subject to Section 6.1.1 of the Purchase Agreement, those Permits for which (i) transfer is prohibited or subject to payment of a fee or other consideration by an agreement with a Third Party or by applicable Law, and (ii) no Consent to transfer has been received (following Assignor's use of Reasonable Efforts to obtain such Consent) or for which Assignee has not agreed in writing to pay such fee or other consideration, as applicable;
- (b) all indemnity rights, rights under Contracts, counterclaims, cross-claims, offsets or defenses and similar rights to the extent relating to any Retained Obligations;
- (c) all Hedge Contracts and all software used for trading, hedging and credit analysis;
- (d) those Contracts, assets or rights set forth on Exhibit B;
- (e) all (i) insurance policies held by Assignor or its Affiliates, including any outstanding or pending claims against insurers under policies held by Assignor or any of its Affiliates and (ii) rights and interests of Assignor under any policy or agreement of insurance related to the Assets and (iii) or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of Asset prior to the Effective Time;

Attachment I

(f) the following (the "Excluded Records"):

(i) all corporate records, Income Tax records, personnel records (except with respect to a Transferred Employee, the personnel records for whom shall not be considered an Excluded Record to the extent disclosure of such personnel records to Buyer is permitted pursuant to applicable Law), legal data and information entitled to legal privilege in favor of Assignor or any Affiliate of Assignor that relates to Assignor's business generally (whether or not relating to the Assets) or to Assignor's business elsewhere in the onshore United States;

(ii) any data, software and records for which (A) transfer is prohibited or subject to payment of a fee or other consideration by a Contract with a Third Party or by applicable Law, and (B) no Consent to transfer has been received (following Assignor's use of Reasonable Efforts to obtain such Consent) or for which Assignee has not agreed in writing to pay such fee or other consideration, as applicable;

(iii) all legal records and legal files of Assignor (A) that are subject to an existing legal privilege or (B) to the extent relating to any other Excluded Assets or the Retained Obligations;

(iv) all (A) agreements and correspondence between Assignor and RBC Richardson Barr (the "Advisor") relating to the transactions contemplated in the Purchase Agreement, (B) lists of prospective purchasers for such transactions compiled by Assignor or the Advisor, (C) bids submitted by other prospective purchasers of the Assets, (D) analyses by Assignor or the Advisor of any bids submitted by any prospective purchaser, (E) correspondence and confidentiality agreements between or among Assignor or Advisor, or any of their respective Representatives, and any prospective purchaser other than Assignee, (F) correspondence between or among Assignor or Advisor or any of their respective Representatives with respect to any of the bids, the prospective purchasers, the engagement or activities of the Advisor or the transactions contemplated in this Agreement and (G) any offering materials prepared by the Advisor and circulated to prospective purchasers;

(v) any data and records primarily relating to the other Excluded Assets; and

(vi) any (A) internal valuations, price forecasts or interpretive data, (B) confidential information, and (C) information or records that are subject to any Third Party license or secrecy agreement that may restrict Assignor's ability to disclose or transfer such information or records, and for which any required Consent to transfer has not been received (following Assignor's use of Reasonable Efforts to obtain such Consent);

(g) any refund, loss, carry forwards, or credit of costs, Non-Income Taxes or expenses paid by Assignor and attributable to the period ending at or prior to the Effective Time, Income Taxes attributable to the Pre-Closing Tax Period, or the Excluded Assets;

(h) the Office Leases described on Schedule 2.2(h) of the Purchase Agreement;

Attachment I

- (j) all office furniture, furnishings and equipment, cell phones, mobile devices, communications software, intellectual property (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto), software, computer-related hardware and other hardware, personal property and equipment owned, licensed or used by Assignor with respect to the Assets;
- (j) any Apache Mark, Logo, service mark, copyright, trade name or trademark of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;
- (k) copies of all Records;
- (l) all audit rights arising under any Applicable Contracts with respect to the period prior to the Effective Time;
- (m) the right to bill nonoperating interest owners under joint operating agreements for (i) any Operating Expenses paid by Assignor with respect to periods prior to Closing and (ii) any overhead chargeable to non-operators under the applicable joint operating agreement prior to Closing with respect to any Well that is operated by Assignor or any of its Affiliates; the accounts resulting from such joint interest billings; and all rights under the applicable joint operating agreement to collect such billings;
- (n) the right to receive mail, other communications and payments relating to any of the Excluded Assets, all of which mail, other communications and payments shall be promptly forwarded by Assignee to Assignor to the extent received by Assignee;
- (o) any attorney-client privilege and any and all documents and instruments of Assignor that may be protected by such attorney-client privilege to the extent relating to any assets that constitute Excluded Assets;
- (p) all (i) software owned or licensed solely by Assignor or its Affiliates and related to the Assets, (ii) patents, trade secrets and other intellectual property owned or licensed by Assignor or its Affiliates, and (iii) Seismic Data owned or licensed by Assignor or its Affiliates;
- (q) all proceeds of the Assets, including all Hydrocarbons produced and sold from the Assets, with respect to all periods prior to the Effective Time to the extent the Purchase Price was not increased by the amount thereof under Section 3.3 of the Purchase Agreement;
- (r) all fee minerals, Hydrocarbons in place, mineral servitudes, non-participating royalty interests, royalty interests, and other similar interest in Hydrocarbons that are not derived from any leasehold interests in any of the Lands, Leases, Wells, Facilities, or other Assets;
- (s) all Assets deemed to constitute Excluded Assets pursuant to Section 6.10, Section 6.16, or Section 9.2(b)(i) of the Purchase Agreement;

Attachment I

- (t) all trade credits, all accounts receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time;
- (u) drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well, all vehicles, and any other equipment, inventory, machinery, tools and other personal property not currently in use for the operation of a Well or Wells;
- (v) automation systems including meters and related telemetry, licensed radio frequencies and associated communications infrastructure including towers, antennas, data links and network circuits, except Assignor-owned SCADA equipment and the FCC Licenses; and
- (w) whether or not relating to the Assets, any Contracts constituting: (i) master service agreements, procurement agreements, engineering and procurement contracts, or similar service contracts and any work orders thereunder or relating thereto; and (ii) agreements for the purchase and sale of Hydrocarbons, including NAESB or GISB master agreements and any confirmations thereunder, and any other production marketing arrangements, whether or not applicable to the Assets, except the transferred Hydrocarbon sales agreements listed on Schedule 4.8(a) of the Purchase Agreement.

"Properties" means, collectively, the Leases, the Lease Related Interests, the Units and the Wells.

Attachment I

EXHIBIT A-1

to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor and Texas Petroleum Investment Company, Assignee

LEASES

ST CHARLES PARISH

LEASE NO	LESSOR	LESSEE	LEASE DATE	RECORDED		DESCRIPTION
				BOOK PAGE	ENTRY NO	
0095267	STATE OF LOUISIANA 14828	APACHE CORPORATION	11/14/1994	490 42	191024	STATE TRACT 27990 IN SEC.5 AND SEC. 6 T13S.R8E

EXHIBIT A-2
 to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor
 and Texas Petroleum Investment Company, Assignee

WELLS

ST CHARLES PARISH

REF	API	WELL NAME	PROSPECT	FIELD	PRP#	STATE	COUNTY/PARISH
718	170898805300	CRISTINA SWD#001	ST ROSEN	NORTH ST ROSE	CF004112	LA	ST CHARLES
719	170892057500	KOCH GATEWAY PIPELINE CO #001	ST ROSEN	NORTH ST ROSE	01205201	LA	ST CHARLES

EXHIBIT A-3

to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor and Texas Petroleum Investment Company, Assignee

FACILITIES

ST CHARLES PARISH

REF	FIELD	PROSPECT CODE	PROSPECT	PRP#	PROPERTY NAME	TYPE	STATE	PARISH/COUNTY
93	CHACAHOUILA	LA1783	ST ROSEN	CF004005	LC17-95-2	COMPRESSOR FACILITY	LA	ST CHARLES
83	LAKE DE CADE	LA5532	LAKE DECADE	CF002844	LC12-186-3 COMPRESSOR	COMPRESSOR FACILITY	LA	ST CHARLES
114	LAKE SALVADOR	LA5323	LAKE SALVADOR	CF004011	LC27-1100-3	COMPRESSOR FACILITY	LA	ST CHARLES

EXHIBIT A-4
to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014, between Apache Corporation et al, Assignor
and Texas Petroleum Investment Company, Assignee

PROCESSING PLANTS

ST. CHARLES PARISH

NONE

EXHIBIT B

TO

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

CERTAIN EXCLUDED ASSETS

None.

Exhibit B

STATE OF LOUISIANA

PARISH OF ST. CHARLES

AGREEMENT AND ACKNOWLEDGMENT

This Agreement and Acknowledgment ("Agreement") is effective for all purposes as of 7:00 a.m. Central time on October 1, 2014 ("Effective Time"), by Apache Corporation, a Delaware corporation ("APA") whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Apache Shelf, Inc., a Delaware corporation ("APSH") and each of APA and APSH individually and collectively, an "Assignor", whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Texas Petroleum Investment Company, a Texas corporation ("TPIC") whose address is 5850 San Felipe, Suite 250, Houston, Texas 77057, ("Assignee"). Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties make reference to that certain Assignment, Conveyance and Bill of Sale executed by Assignor to Assignee, effective as of the Effective Time, recorded January 14, 2015, under Entry No. 402956, of the public records of St. Charles Parish, Louisiana, affecting the State Lease described therein, to which this Agreement is attached (the "Assignment");

WHEREAS, the Assignment contained the following provision, to-wit:

This Assignment is subject to that certain Purchase and Sale Agreement dated as of November 14, 2014 (as such has or may hereinafter be supplemented, modified or amended from time to time, the "Purchase Agreement") between Assignor and Assignee. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control.

WHEREAS, the Parties wish to acknowledge that the language quoted immediately above is relevant and binding between the Parties, but is of no force and effect as to the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, and that, insofar as concerns the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, the words "and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control," shall be deemed inoperative and not written;

WHEREAS, the Parties hereto desire to execute this Agreement for the purposes stated herein, and in order to induce the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, to approve the Assignment in accordance with La. R.S. 30:128, the terms of the State Lease(s) noted above, and the rules and regulations of the State Mineral and Energy Board of the State of Louisiana.

NOW, THEREFORE, for the foregoing purposes, the Assignor and Assignee under the Assignment do hereby agree, acknowledge and confirm that the language quoted above is relevant and binding between the Parties, but is of no force and effect as to the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above.

The Parties hereto further agree, acknowledge and confirm that the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, will rely upon this Agreement in connection with the approval of the Assignment in accordance with La. R.S. 30:128, the terms of the State Lease(s) noted above, and the rules and regulations of the State Mineral and Energy Board of the State of Louisiana.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed before the undersigned competent witnesses on the date set forth in the following acknowledgments, but effective for all purposes as of the Effective Time.

WITNESSES:

[Signature]
Gerald Pyle

[Signature]
Nate Zeiger

ASSIGNOR:

APACHE CORPORATION

By: [Signature]
Name: Denton L. Kernodle
Title: Attorney in Fact

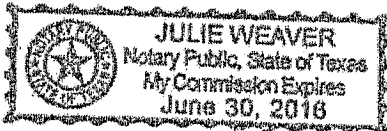
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF HARRIS:

BE IT KNOWN, that on this 2 day of February, 2015, before me, the undersigned authority, personally came and appeared Denton L. Kernodle, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Apache Corporation, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Attorney in Fact and such Attorney in Fact acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
NOTARY PUBLIC in and for the aforesaid
County and State
Name: Julie Weaver
Commission Expires: June 30, 2016
Bar/Notary No.: 3831517

[SEAL]

WITNESSES:

[Signature]

Print name: Steve Sandlin

[Signature]

Print name: David M. Roth

ASSIGNEE:

TEXAS PETROLEUM
INVESTMENT COMPANY

By: Brannon H. Miley

Name: Brannon H. Miley

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS

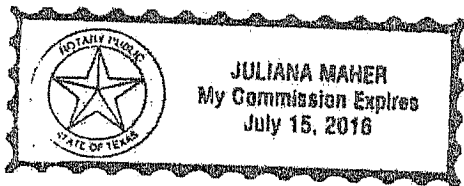
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COUNTY OF HARRIS

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BE IT KNOWN, that on this 3rd day of February, 2015, before me, the undersigned authority, personally came and appeared Brannon H. Miley, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of Texas Petroleum Investment Company, a Texas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and such Brannon H. Miley acknowledged said instrument to be the free act and deed of said corporation.



Juliana Maher

NOTARY PUBLIC in and for the aforesaid
County and State

Name: Juliana Maher

Commission Expires: July 15, 2016

Bar/Notary No. 524083

[SEAL]

2017-0161

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 17-5-11

An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 19-1 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

- WHEREAS, the Parish of St. Charles has determined a public need to protect the property owners within the Sunset Drainage District from flooding of tidal water of the Gulf of Mexico with the West Bank Hurricane Protection Levee, Sunset Drainage District Levee, Burlington Northern Santa Fe Railroad to LA Highway 306, Paradis & Bayou Gauche, St. Charles Parish, Louisiana, STA. 830+00.00 to 962+07.17 (North) 10+00.00 (South) to 310+00.00 "Project"; and,
- WHEREAS, the Parish of St. Charles has entered into a Cooperative Endeavour Agreement with the Lafourche Basin Levee District per Ordinance No. 09-8-2 on August 3, 2009 to acquire the necessary real estate interest to construct, operate, and maintain the project; and,
- WHEREAS, it is necessary for Lafourche Basin Levee District to acquire the real estate interest from landowners for the Project without delay; and,
- WHEREAS, the Lafourche Basin Levee District has provided just compensation offers and negotiated in good faith with the landowners Jason Richard, Denise Richard Young and Connie Richard Fugler to acquire the necessary real estate interests identified as Parcel 19-1 at fair market values established by two (2) certified independent appraisals; and,
- WHEREAS, in the event landowners cannot or refuse to grant the necessary rights and the required real estate cannot be amicably acquired, the Lafourche Basin Levee District will be forced to expropriate to acquire the interests; and,
- WHEREAS, Article 5, Item C of the Cooperative Endeavour Agreement states the decision to expropriate shall be at the sole discretion of the Parish of St. Charles as evidenced by written authorization of the Parish President and the transfer of funds required for deposit in the registry of the court prior to filing of the expropriation proceedings; and,
- WHEREAS, the fair market value of the required real estate interest to be acquired for the Project designated as Parcel 19-1 has been established as \$9,000 by the higher of two (2) appraisal reports prepared by licensed appraisers and reviewed by an independent third-party licensed appraiser.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby a public need for the property designated as Parcel 19-1 to construct, maintain, and operate the Project.

SECTION II. That the Lafourche Basin Levee District is hereby authorized to expropriate the required real estate interest designated as Parcel 19-1 in the event the landowner refuses to grant the necessary rights.

SECTION III. That the Parish hereby authorizes the transfer of \$9,000.00 in project funding to the Lafourche Basin Levee District for the expropriation of said property.

SECTION IV. That the Parish President is hereby authorized to execute any and all documents necessary to complete said expropriation on behalf of the Parish of St. Charles.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: GIBBS

And the ordinance was declared adopted the 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 3:20p RECD BY: [Signature]

2017-0163

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 17-5-12

An ordinance approving and authorizing the Parish President to execute a Multi-Parish Emergency Mutual Aid and Assistance Agreement between the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermillion, St. Martin, Iberia, St. Mary, Ascension, St. James, LaFourche, Terrebonne, Assumption, Livingston, and Tangipahoa for Emergency Mutual Aid and Assistance.

WHEREAS, coastal Louisiana is geographically vulnerable to a variety of natural disasters; and,

WHEREAS, LSA-R.S. 29:726, 29:726.29:730.1 & 730.2 recognizes this vulnerability and provides that its intended purposes are to: Reduce vulnerability of people and property of the Region to damage, injury, and loss of life and property; Prepare for prompt and efficient rescue, care and treatment to threatened or affected persons; Provide for the rapid and orderly rehabilitation of persons and restoration of property; and to Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response and recovery; and,

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between local governments; and,

WHEREAS, the entities which have chosen to become signatories to this agreement wish to provide emergency mutual aid and assistance amongst one another at the appropriate times; and,

WHEREAS, these agencies agree to enter into emergency mutual aid and assistance, with the attached agreement embodying the understanding, commitments, terms and conditions for said aid and assistance.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Multi-Parish Emergency Mutual Aid and Assistance Agreement by and between the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermillion, St. Martin, Iberia, St. Mary, Ascension, St. James, LaFourche, Terrebonne, Assumption, Livingston, and Tangipahoa for Emergency Mutual Aid and Assistance is hereby approved and accepted.

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

SECTION III. That this Agreement shall be effective upon the St. Charles Parish President signing the Emergency Mutual Aid and Assistance Agreement.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: GIBBS

And the ordinance was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill J. Wilborn
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: APPROVED DISAPPROVED
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 3:30 p.m. RECD BY: [Signature]

MULTI-PARISH EMERGENCY
MUTUAL AID AND ASSISTANCE AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE PARISHES OF JEFFERSON, ORLEANS (CITY OF NEW ORLEANS), PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, ST. TAMMANY, CALCASIEU, CAMERON, VERMILION, ST. MARTIN, IBERIA, ST. MARY, ASCENSION, ST. JAMES, LAFOURCHE, TERREBONNE, ASSUMPTION, LIVINGSTON, AND TANGIPAHOA, AND BY EACH OF THE ENTITIES THAT EXECUTE AND ADOPT THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, pursuant to Title 29 of the Louisiana Revised Statutes, Chapter 6, the Louisiana Homeland Security and Emergency Assistance and Disaster Act, Section 722A, which provides, in pertinent part that, because of the existing possibility of the occurrence of emergencies and disasters of unprecedented size and destructiveness resulting from terrorist events, enemy attack, sabotage, or other hostile action, or from fire, flood, earthquake, or other natural or man-made causes, and in order to ensure that preparations of the state of Louisiana will be adequate to deal with such emergencies or disasters, and in order to detect, prevent, prepare for, investigate, respond to, or recover from these events, and generally to preserve the lives and property of the people of the state of Louisiana, it is found and declared to be necessary:

- 1) To create and provide for designation of the Governor's Office of Homeland Security and Emergency Preparedness as the state homeland security and emergency preparedness agency and to authorize the creation of local organizations for emergency preparedness in the political subdivisions of the state.
- 2) To confer upon the governor and upon the parish presidents the emergency powers provided within Chapter 6 of Title 29 of the Louisiana Revised Statutes.
- 3) To reduce vulnerability of people and communities of the state of Louisiana to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, acts of terrorism, or hostile military or paramilitary action.
- 4) To prepare for prompt and efficient evacuation, rescue, care, and treatment of persons victimized or threatened by disasters or emergency.
- 5) To provide a setting conducive to the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies or disasters.

- 6) To authorize and provide for cooperation in emergency or disaster prevention, mitigation, preparedness, response, and recovery; and

WHEREAS, pursuant to the provisions of Section 730A of Title 29 of the Louisiana Revised Statutes, the governing authorities of any two or more parishes may enter into agreements, under which they shall be authorized to establish regional organizations for homeland security and emergency preparedness; and

WHEREAS, pursuant to the provisions of Section 730.1A of Title 29 of the Louisiana Revised Statutes, in the event of an emergency or a disaster and upon the request of a parish president, a parish governing authority, or a parish homeland security and emergency preparedness agency, a parish president, a parish governing authority, or a parish homeland security and emergency preparedness agency may enter the jurisdiction of the requesting parish in order to furnish manpower, materials, equipment, or services.

WHEREAS, pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act of 1993, Chapter 6 Section 727, Paragraph C, "Each parish president shall maintain a homeland security and emergency preparedness agency which, except as otherwise provided under this Chapter, has jurisdiction over and serves the entire parish;" and

WHEREAS; the Parishes of Jefferson, Orleans (City of New Orleans), Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermillion, St. Martin, Iberia, St. Mary, Ascension, St. James, Lafourche, Terrebonne, Assumption, Livingston, and Tangipahoa have chosen to become signatories to this agreement and mutually agree to provide aid and assistance amongst one another to effectively respond to and recover from man-made and natural disasters; and

NOW THEREFORE, in accordance with the provisions of Section 730A of Title 29 of the Louisiana Revised Statutes the Parishes of Jefferson, Orleans (City of New Orleans), Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermillion, St. Martin, Iberia, St. Mary, Ascension, St. James, Lafourche, Terrebonne, Assumption, Livingston, and Tangipahoa hereby agree to enter into this emergency mutual aid and assistance agreement to establish regional organization for homeland security and emergency preparedness, under the terms and conditions herein.

SECTION I DEFINITIONS

- 1) "Agreement" means this document, the SOUTHEAST LOUISIANA EMERGENCY MUTUAL AID AND ASSISTANCE AGREEMENT.

- 2) "Aid and Assistance" includes personnel, equipment, facilities, services, supplies and other resources.
- 3) "Authorized Representative" means the governing authority of a Parish. For the purposes of this Agreement the governing authorities are the Chairman of the Jefferson Parish Council; the Mayor of the City of New Orleans (Orleans Parish); the President of Plaquemines Parish; the President of St. Bernard Parish; the President of St. Charles Parish; the President of St. John the Baptist Parish; the President of St. Tammany Parish; the President of Calcasieu Parish; the President of Cameron Parish; the President of Vermillion Parish; the President of St. Martin Parish; the President of Iberia Parish; the President of St. Mary Parish; the President of Ascension Parish; the President of St. James Parish; the President of Lafourche Parish; the President of Terrebonne Parish; the President of Assumption Parish; the President of Livingston Parish; and the President of Tangipahoa Parish.
- 4) "Designated emergency area" means the specific area, which shall be limited to the actual affected local area or parish or parishes or such areas as designated in an executive order or proclamation of the governor or parish president.
- 5) "Disaster" means the result of a natural or man-made event which causes loss of life, injury, and property damage, including but not limited to natural disasters such as hurricane, tornado, storm, flood, high winds, and other weather related events, forest and marsh fires, and man-made disasters, including but not limited to nuclear power plant incidents, hazardous materials incidents, oil spills, explosion, civil disturbances, public calamity, acts of terrorism, hostile military action, and other events related thereto.
- 6) "Emergency" means:
 - (a) The actual or threatened condition which has been or may be created by a disaster; or
 - (b)(i) Any natural or man-made event which results in an interruption in the delivery of utility services to any consumer of such services and which affects the safety, health, or welfare of a Louisiana resident; or
 - (ii) Any instance in which a utility's property is damaged and such damage creates a dangerous condition to the public.

- (iii) Any national or state emergency, including acts of terrorism or a congressional authorization or presidential declaration pursuant to the War Powers Resolution (50 U.S.C. 1541 et seq.).
- 7) "Emergency preparedness" means the mitigation of, preparation for, response to, and the recovery from emergencies or disasters. The term "emergency preparedness" shall be synonymous with "civil defense", "emergency management", and other related programs of similar name.
- 8) "Essential workforce" or "critical workforce" means public safety officials, disaster response personnel, and other such employees of federal, state, and local governmental agencies, or contractors of such agencies and specific private sector employees, possessing important skills and training in emergency mitigation, preparedness, response, and recovery as designated by the parish homeland security and emergency preparedness agency or in the absence of such designation by the parish homeland security and emergency preparedness agency, such designation by the Governor's Office of Homeland Security and Emergency Preparedness. Businesses who deem private sector employees essential or critical for mitigation, preparedness, response, and recovery of private business assets and resources shall identify such employees and obtain the necessary designation and credentials for such employees to be classified essential or critical. In addition to identifying personnel to the parish homeland security and emergency preparedness agency, or in the absence thereof, to the Governor's Office of Homeland Security and Emergency Preparedness, a licensed private security company shall submit a list of their employees and their assignment to the Louisiana State Board of Private Security Examiners for any employee that the private security company wants to be designated and classified as essential or critical workforce.
- 9) "Evacuation" means an operation whereby all or part of a particular population is temporarily relocated, whether individually or in an organized manner, from an area in which a disaster or emergency has been declared and is considered dangerous for health or safety of the public.
- a) "Voluntary evacuation" or "advisory evacuation" means an evacuation that may be ordered when a disaster or emergency has been declared and evacuation is recommended due to the potential for rapidly changing conditions to develop into a serious threat and all persons in designated evacuation areas are recommended to consider relocating to safer locations for their own safety.

- (b)(i) "**Mandatory evacuation**" means an evacuation that may be ordered when a disaster or emergency has been declared and danger is imminent, conditions exist that seriously imperil or endanger the lives of those in a defined area, and government officials strongly urge and order all persons in designated evacuation areas to relocate to safer locations for their own safety. Personal discretion is not to be considered a deciding factor.
 - (ii) A mandatory evacuation order applies to the public in general. All nonessential persons are ordered to immediately leave the area via the described evacuation routes. Exceptions to a mandatory evacuation order are those persons designated as essential workforce or critical workforce. However, persons designated as essential workforce or critical workforce are expected to eventually seek adequate shelter prior to the onset of emergency conditions.
 - (c)(i) "**Forced evacuation**" means an evacuation that may be ordered as a last resort when a disaster or emergency has been declared and danger of loss of life is imminent, and conditions exist that critically imperil or endanger the lives of those in a defined area. During a forced evacuation, government officials may direct and compel all persons in designated evacuation areas to relocate to safer locations for their own safety.
 - (ii) A forced evacuation order shall apply to the public in general and may include personnel designated as essential workforce or critical workforce. Forced evacuations are designed for small geographic areas affected by a local emergency or disaster. When a parish president determines that the size of the population or geographic area to be evacuated during a forced evacuation exceeds the local government's resources and capabilities to enforce the evacuation, he may request the governor to issue a state-forced evacuation order. The governor may utilize the national guard, state police, public safety agencies, or available federal agencies to enforce the evacuation order.
 - (iii) No person who refuses to evacuate an evacuation area after a forced evacuation order has been issued shall have a cause of action for damages, death, or injury against the state or any political subdivision thereof, or other agencies, or the agents, employees, or representatives of any of them.
- 10) "**Homeland**" means the state of Louisiana, and where the context requires, means the parishes of the state of Louisiana, "the United States".

- 11) **"Local Agency"** means a parish agency charged with coordination of all emergency management activities for its geographical limits. For the purposes of this agreement the local agencies are the Department of Emergency Management for Jefferson Parish; The New Orleans Office of Homeland Security and Emergency Preparedness; The Plaquemines Parish Office of Homeland Security and Emergency Preparedness; the St. Bernard Office of Homeland Security and Emergency Preparedness; the St. Charles Parish Department of Homeland Security and Emergency Preparedness; the St. John the Baptist Office of Homeland Security and Emergency Preparedness; the St. Tammany Department of Homeland Security and Emergency Preparedness; the Calcasieu Office of Homeland Security and Emergency Preparedness; the Cameron Parish Office of Emergency Preparedness; the Vermillion Department of Homeland Security and Emergency Preparedness; the St. Martin Office of Homeland Security and Emergency Preparedness; the Iberia Office of Homeland Security and Emergency Preparedness; the St. Mary Office of Homeland Security and Emergency Preparedness; the Ascension Office of Homeland Security and Emergency Preparedness; the St. James Department of Emergency Preparedness; the Lafourche Department of Homeland Security and Emergency Preparedness; the Terrebonne Office of Homeland Security and Emergency Preparedness; the Assumption Office of Emergency Preparedness; the Livingston Office of Homeland Security and Emergency Preparedness; and the Tangipahoa Office of Homeland Security and Emergency Preparedness.
- 12) **"Necessary designation and credentials"** means appropriate credentials obtained from the parish homeland security and emergency preparedness agency or any regional cooperative of parish homeland security and emergency preparedness agencies. In the absence of any plan by a parish homeland security and emergency preparedness agency or regional cooperative, necessary designation and credentials means appropriate credentials obtained in accordance with the State of Louisiana Standard Operating Procedure Statewide Credentialing/Access Program.
- 13) **"Parish president"** means the president of any parish, mayor-president, mayor of New Orleans (Orleans Parish), or police jury president.
- 14) **"Party"** means a governmental entity which has adopted and executed this Agreement.

- 15) "Provider" means the party which has received a request to furnish aid and assistance to another party in need (the "Recipient").
- 16) "Recipient" means the party requesting aid and assistance from another party (the "Provider").
- 17) "Terrorism" or "acts of terrorism" shall have the same meaning as provided in R.S. 14:128.1.

SECTION II

INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES, NO RIGHT OF ACTION FOR THIRD PARTIES

This is a reciprocal agreement. Any party to this Agreement may be requested by any other party to be a Provider of aid and assistance. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. The parties fully recognize there is a highly meritorious reason for entering into this Agreement, and shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

All functions and activities performed under this Agreement are hereby declared to be governmental functions. Consequently, all functions and activities performed under this Agreement shall be carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Further, this Agreement shall not be construed as or deemed to be an agreement for the benefit of a third party or any other person or persons. No third party, person or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III
PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the designated disaster area are deemed inadequate by the requesting party, the Recipient. When the Recipient parish is affected by a disaster and deems its resources inadequate, it may request mutual aid and assistance by communicating a request for aid and assistance to the Provider's Authorized Representative or Local Agency. The request for aid and assistance shall indicate the request is made pursuant to this mutual aid and assistance agreement. Recipient's communicated request shall be followed as soon as practicable by a written confirmation of the request which shall include a transmission of the local disaster or state of emergency executive order or proclamation issued by the Governor of the state of Louisiana or the parish's governing authority, and a completed form describing its projected needs in light of the disaster or state of emergency. All requests for mutual aid and assistance shall be transmitted by the Recipient's Authorized Representative or Local Agency to the Provider's Authorized Representative or Local Agency.

A. Method of Request for Mutual Aid and Assistance:

Recipient shall set forth requests by means of one of the two options described as follows:

- i. Requests to the Provider's Local Agency:*
Recipient's Authorized Representative or Local Agency may directly contact the Provider's Local Agency, in which case the Recipient shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact its Authorized Representative on behalf of the Recipient to coordinate the provision of mutual aid and assistance. The Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

- ii. Requests to the Provider's Authorized Representative:*
Recipient's Authorized Representative or Local Agency may directly contact the Provider's Authorized Representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between the Recipient and the Provider. The Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of

this Agreement. Provider's Authorized Representative and Recipient's Authorized Representative shall be responsible for keeping their respective Local Agencies advised of the status of all responsive activities, in a timely manner.

B. Required Information:

Each request for mutual aid and assistance shall be accompanied by the following information, in writing or by any other means available, to the extent known:

1. *Designated disaster area and Status*

A general description summarizing the condition of the designated disaster area (i.e. whether the disaster is imminent, in progress or has already occurred) and the damage sustained by the designated disaster area to date.

2. *Services*

Identification of the services and the particular type of assistance needed.

3. *Infrastructure Systems*

Identification of the public infrastructure systems which are in need of assistance. (e.g., water, sewerage, drainage, streets)

4. *Aid and Assistance*

The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.

5. *Facilities*

The need for sites, shelters, structures or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services.

6. *Meeting Time and Place*

An estimated time when and a specific place where a representative of the Recipient will meet the Provider's personnel to receive resources.

7. *Any other reasonable information*

Any other reasonable information requested by the Provider to prepare for and respond to the Recipient's requests for aid and assistance.

C. State and Federal Assistance:

The Recipient shall be responsible for coordinating all requests for state and/or federal assistance with Recipient's own Local Agency.

SECTION IV

PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient's Authorized Representative, the Provider shall assess Provider's own local situation in order to determine whether Provider has the available resources, personnel and equipment to aid and assist the Recipient. If the Provider determines the Provider has resources available to render aid and assistance to the Recipient, Provider's Authorized Representative shall notify the Recipient's Authorized Representative or Local Agency, whichever communicated the request. The Provider shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit it by the most efficient practical means to the Recipient's Authorized Representative or Local Agency, whichever communicated the request, for a final response. The response may be written on the request form received from the Recipient or on another form; however, the Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve the Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement;
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person or persons to be designated as Provider's supervisory personnel pursuant to Section V of this Agreement.

If the request for aid and assistance was submitted to the Provider's Local Agency, the Local Agency shall acknowledge receipt of the Recipient's request and forward the request to Provider's Authorized Agent. Further, the Local Agency shall forward two (2) copies of the Provider's written acknowledgment to the Recipient's Authorized Representative. The Recipient's Authorized

Representative or Local Agency shall respond to the Provider's written acknowledgment by executing and returning a copy of the form submitted to Provider by the most efficient practical means. The Recipient shall maintain the other copy for its file.

In the event that disaster or emergency conditions inhibit the Provider's ability to notify and provide the Recipient with written acknowledgement of the receipt of Recipient's request for aid and assistance, the Provider shall acknowledge the request and communicate Provider's ability to provide aid and assistance verbally or through any means of communication available. Both the Provider and the Recipient shall reduce the verbal acknowledgment to writing and maintain a copy for execution by both parties as soon as conditions allows.

If the Provider determines the Provider does not have the resources available to aid and assist the Recipient, Provider's Authorized Representative or Local Agency shall notify the Recipient's Authorized Representative or Local Agency, whichever communicated the request, of Provider's rejection of the Recipient's request as soon as practical.

SECTION V SUPERVISION AND CONTROL

Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. As soon as practicable, the Recipient shall assign work tasks to the Provider's supervisory personnel, and unless specifically instructed otherwise, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. Also, the Recipient shall provide the necessary credentials to the Provider's personnel authorizing them to operate on behalf of the Recipient. Based upon such assignments set forth by the Recipient, the Provider's supervisory personnel shall:

- (1.) have the authority to assign work and establish work schedules for the Provider's personnel. Further, direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its operating units, and if this is not possible, the Provider shall notify the Recipient;

- (2.) maintain daily personnel time records, material records and a log of equipment hours;
- (3.) shall report work progress to the Recipient at mutually agreed upon intervals.

SECTION VI
**LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY;
RECALL**

Unless otherwise provided, the duration of the Provider's assistance shall be for an initial period of forty-eight (48) hours, beginning at the time of the Provider's arrival in the designated disaster area to render aid and assistance. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the Provider's and the Recipient's Authorized Representatives.

Pursuant to the provisions of section 730.1A of Title 29 of the Louisiana Revised Statutes, manpower, materials, and equipment may be recalled at the discretion of the responding parish president, parish governing authority, or homeland security and parish emergency/disaster agency at any time.

Further, as noted in Section II of this Agreement, the Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. The Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to the Recipient of its (Provider's) intent to withdraw aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII
REIMBURSEMENTS

Except as otherwise provided below, it is understood that the Recipient shall reimburse the Provider for all documented costs and expenses incurred by the Provider which is a result of extending aid and assistance to the Recipient. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed to in writing by the Recipient and the Provider. The Recipient shall be ultimately responsible for the reimbursement of all eligible

expenses. The Provider shall submit reimbursement documentation to Recipient on the forms shown in Appendix B.

A. Personnel

During the period of assistance, the Provider shall continue to pay its employees according to the Provider's then prevailing ordinances, rules and regulations. The Recipient shall reimburse the Provider for all direct and indirect payroll costs and expenses as provided by Generally Accepted Accounting Principles (GAAP).

B. Equipment

The Provider shall be reimbursed by the Recipient for the use of the Provider's equipment during the period of assistance according to either a pre-established local or state hourly rate, or according to the actual replacement, operation and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. The Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor to maintain such equipment in a safe and operational condition. At the request of the Provider, fuels, miscellaneous supplies, and minor repairs may be provided by the Recipient, if practical. The total equipment charges to the Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Recipient and by the amount of any insurance proceeds received by the Provider.

C. Materials and Supplies

Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by the Provider, the materials and supplies used or damaged.

D. Record Keeping

The Recipient shall provide information, directions and assistance for record keeping to the Provider's personnel. The Provider shall maintain records and submit invoices for reimbursement to the Recipient using the format used or required by FEMA publications, including 44 C.F.R. part 13 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements

The Provider, and the Recipient when applicable, shall forward all reimbursable costs and expenses with an itemized notice as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. The Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. Nothing shall preclude the Provider or the Recipient from assuming or donating, in whole or part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to the Recipient.

SECTION VIII

RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Pursuant to the provisions of section 730.1A of Title 29 of the Louisiana Revised Statutes, during the emergency or disaster, the personnel of the responding parish shall have the same power and authority as the equivalent personnel in the requesting parish.

Unless otherwise specified by the Recipient, it is mutually understood that Recipient will provide for the basic needs of the Provider's traveling employees. The Recipient shall pay all reasonable out of pocket costs and expenses incurred by the Provider's personnel, including without limitation transportation expenses for travel to and from the designated disaster area. Further, the Recipient shall house and feed the Provider's personnel at the Recipient's sole cost and expense. If the Recipient cannot provide such food and/or housing at the disaster area, the Recipient shall specify in its request for assistance that self-contained personnel are needed.

SECTION IX

WORKERS' COMPENSATION POLICY

The Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to the Provider's employees, under the terms of the Louisiana Workers' Compensation Law, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance pursuant to this Agreement. It is mutually understood that the Recipient and the Provider shall be responsible for the payment of workers' compensation benefits only to their respective employees.

SECTION X
IMMUNITY

Pursuant to the provisions of section 730.1B of Title 29 of the Louisiana Revised Statutes, the providing of assistance by one parish to another as authorized shall not give rise to liability by the responding or requesting parish to the other nor make any parish responsible for failure to respond to a request for assistance.

SECTION XI
PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII
AMENDMENTS

Manner

This Agreement may be modified at any time upon the mutual written consent of the Recipient and the Provider.

Addition of Other Entities

Additional entities may become parties to this Agreement upon: (1) acceptance and execution of the Agreement.

SECTION XIII

INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than 5 years from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless cancelled by written notification served personally or by registered mail upon all the parties to this Agreement. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent and received by all parties to this Agreement. A party's withdrawal from this Agreement shall not affect a party's reimbursement or any other liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XIV

HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XV

SEVERABILITY

Should any clause, sentence, provision, paragraph or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declare that it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's

clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVI
EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

The remainder of this page has been left blank intentionally.

BY: _____
JEFFERSON PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ORLEANS PARISH
Name:
Title:
Date:

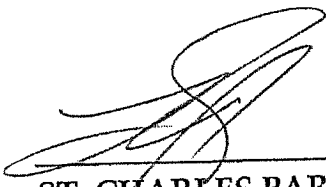
WITNESS: _____
WITNESS: _____



BY: _____
PLAQUEMINES PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. BERNARD PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY:  _____
ST. CHARLES PARISH
Name: Larry Cochran
Title: Parish President
Date: May 16, 2017

WITNESS: 
WITNESS: 

BY: _____ WITNESS: _____
ST. JOHN THE BAPTIST PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
ST. TAMMANY PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
CALCASIEU PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
CAMERON PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
VERMILION PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____
ST. MARTIN PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
IBERIA PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. MARY PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ASCENSION PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. JAMES PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____ WITNESS: _____
LAFOURCHE PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
TERREBONNE PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
ASSUMPTION PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
LIVINGSTON PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
TANGIPAHOA PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

2017-0183

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
RESOLUTION NO. 6289

A resolution requesting the Louisiana Department of Transportation & Development put forth an emergency project to eliminate the hazardous inside 90-degree curve on LA 632 (WPA Road) in Des Allemands.

- WHEREAS, when traveling along LA 632 (WPA Road), in particular, when approaching the 90-degree hazardous curve, the road is not wide enough for two-way traffic; and,
- WHEREAS, motorists view is obstructed by trees in addition to the hazardous turn; and,
- WHEREAS, numerous accidents and near misses have occurred on a regular basis at this location; and,
- WHEREAS, this curve is very hazardous for any vehicle but more so for large vehicles and vehicles pulling any type of trailer; and,
- WHEREAS, most recently there has been a very bad horse trailer accident causing it to flip and injuring several horses; and,
- WHEREAS, just a few months prior an 18-wheeler accident occurred causing it to also flip over, blocking the road for an extended amount of time; and,
- WHEREAS, Highway 90 is a very heavily traveled roadway with increasing traffic on a daily basis; and,
- WHEREAS, when Highway 90 is blocked from an accident, traffic is detoured to LA 632 (WPA Road) which makes traveling in this location a much greater safety hazard and puts this by-pass at risk of being blocked by an accident in this curve also; and,
- WHEREAS, school buses traveling on LA 632 (WPA Road) presents a dangerous situation for these buses and students; and,
- WHEREAS, recently a request was submitted to the Department of Transportation & Development asking for assistance into what can be done to eliminate this hazardous situation; and,
- WHEREAS, Department of Transportation & Development said that it will consider improvements at this location under a future project; and,
- WHEREAS, the Department of Transportation & Development is responsible for doing projects needed to reduce and eliminate hazardous driving conditions and the elimination of this inside curve on LA 632 (WPA Road) is a project that needs immediate attention as an emergency project.

NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Department of Transportation & Development put forth an emergency project to eliminate the hazardous inside 90-degree curve on LA 632 (WPA Road) in Des Allemands.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor John Bel Edwards, Department of Transportation & Development Secretary Shawn D. Wilson, Department of Transportation & Development District Engineer Administrator Chris G. Morvant, Department of Transportation & Development Assistant District Administrator of Operations Scott G. Boyle, Senator Gary L. Smith, Jr., and Representative Gregory A. Miller.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER
 NAYS: NONE
 ABSENT: GIBBS, FISHER-PERRIER

And the resolution was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

2017-0183 Curve - WPA Road_LA 632 (5-2-17) (L5-15-17) PH

CHAIRMAN: Tennell D. Wilson
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 5/16/17
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: 5/16/17
 AT: 3:30pm RECD BY: [Signature]

2017-0131

RESOLUTION NO. 6290

A resolution to appoint a member to the Planning & Zoning Commission as the District II Representative.

WHEREAS, There exists a vacancy on the PLANNING & ZONING COMMISSION; due to the expiration of the term of Mr. Maurice A. Loupe, Jr. on May 31, 2017; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Randy Petit, Jr.

275 Alice Street, Ama, LA 70031

is hereby appointed to the PLANNING & ZONING COMMISSION as the District II Representative; and,

BE IT FURTHER RESOLVED that said appointment shall be effective MAY 31, 2017 and shall expire MAY 31, 2021.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: GIBBS, FISHER-PERRIER

And the resolution was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

APPOINT P & Z, Dist. 2

CHAIRMAN: Terrill D. Willard

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 3:30pm RECD BY: [Signature]

2017-0132

RESOLUTION NO. 6291

A resolution to appoint a member to the Planning & Zoning Commission as the District III Representative.

WHEREAS, There exists a vacancy on the **PLANNING & ZONING COMMISSION**; due to the expiration of the term of Mr. Trey Granier on May 31, 2017; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Trey Granier
306 Ormond Oaks Drive, Destrehan, LA 70047
is hereby appointed to the **PLANNING & ZONING COMMISSION** as the District III Representative; and,

BE IT FURTHER RESOLVED that said appointment shall be effective **MAY 31, 2017** and shall expire **MAY 31, 2021**.

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

YEAS: **BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER**

NAYS: **NONE**

ABSENT: **GIBBS, FISHER-PERRIER**

And the resolution was declared adopted this 15th day of May, 2017, to become effective five (5) days after publication in the Official Journal.

APPOINT P & Z. Dist. 3

CHAIRMAN: Terrill D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 5/16/17

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 5/16/17

AT: 3:30 p RECD BY: [Signature]