

**BOUNDARY DESCRIPTION AND MAP OF PROPOSED
HIGHWAY 90 ECONOMIC DEVELOPMENT DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA**

The Highway 90 Economic Development District Number 1 includes all areas within the Highway 90 Corridor Overlay Zone as presently constituted, approved by Ordinance No. _____, and is comprised of all lots either directly abutting or accessed from U.S. Highway 90 between the I-310 North on-ramp in Boutte and Willowdale Boulevard in Luling, and the following additional properties: St. Charles Parish Assessor Parcel Numbers 75090000A-1-A, 7539000A00006A, 752800C003-E, 752800C003-D, 752800C003-C, 752800C003-B, 752800C003-A, 752800C000C1, 752800A003-A, 752800A003-B.

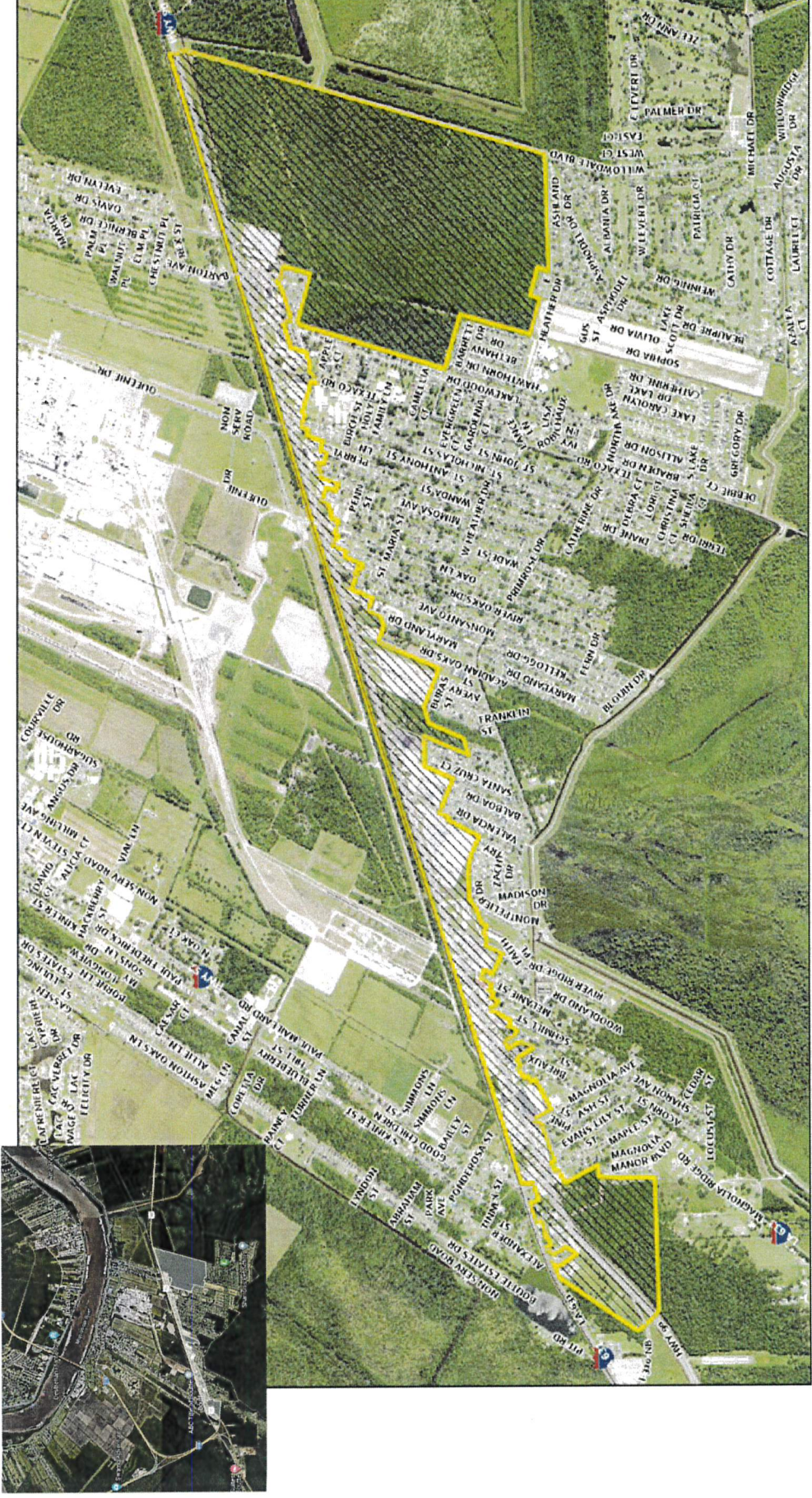


EXHIBIT B
to Notice of Intent Resolution

ENGAGEMENT LETTER
WITH SPECIAL COUNSEL



July 10, 2024

Hon. Matthew Jewell
St. Charles Parish President
P.O. Box 302
Hahnville, Louisiana 70057

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Re: Engagement by the St. Charles Parish Council with respect
to the creation of Economic Development Districts

Dear Mr. Jewell:

We appreciate the opportunity to work with St. Charles Parish (the "Parish") as Special Counsel with respect to the proposed creation of one or more Economic Development Districts (exact names to be determined; referred to herein as "Districts"), the subsequent levy by the Districts of additional sales taxes and/or hotel occupancy taxes, and the negotiation and consummation of one or more Cooperative Endeavor Agreements by and among the Parish, the Districts and developers of one or more economic development projects that will benefit from the creation of the Districts.

This engagement letter will confirm certain matters regarding the engagement of Adams and Reese LLP, and will describe the basis on which our firm will provide legal services to the Parish and the Districts. If you have any questions about these provisions, or if you or any member of the Council or Administration would like to discuss any of the matters addressed in this letter, please do not hesitate to call.

Also, please be aware that under La. R.S. 42:263 the terms of this employment, including the fee arrangements set forth in Paragraph 4 below, will have to be approved by the Louisiana Attorney General.

If the contents of this engagement letter are satisfactory, please sign one copy on the last page and return same to us by mail or email.

(1) Client; Scope of Representation. In this matter, the Parish and (upon their creation) each Economic Development District (hereinafter an "EDD"), whose interests coincide, will be our sole clients. In this matter, we are not representing any other entity besides the Parish and each such EDD. We anticipate that Corey Faucheux, Economic Development & Tourism Director will be our primary contact, but we will also coordinate with you and any other necessary officials and/or staff as needed. We will report to and take instructions from the Mr. Faucheux primarily on this matter. Our engagement will include representing the Parish as special counsel in connection with creation of the EDDs, and upon their creation as special counsel to each such EDD. Our legal services are limited to those addressed in this letter, consisting of the following:

- (a) Preparation and review of all resolutions, notices and ordinances necessary in connection with the creation of the EDDs, the authorization and levy of sales taxes and/or hotel occupancy taxes therein, and coordinating and supervising the adoption and/or approval of the foregoing;
- (b) Coordinating with the Parish all necessary legal notices and publications;
- (c) Coordinating the necessary certifications of St. Charles Parish's chief financial officer and the St. Charles Parish Registrar of Voters in connection with the levy of the taxes, as necessary;
- (d) Coordinating with the St. Charles Parish School Board (which is the parishwide sales tax collector for St. Charles Parish) and the Louisiana Dept. of Public Safety as necessary; and
- (e) Drafting and assisting the Parish and the Districts in the negotiation and completion of Cooperative Endeavor Agreement(s) relating to the use and allocation of the proposed taxes.

(2) Limits of Representation. Our duties in this engagement are limited to those described above. Specifically, if litigation or validation proceedings result from any aspect to the transaction, then any legal services rendered to the Parish or the EDDs in that regard would be the subject of a separate engagement.

(3) Lawyers Providing Services. I will be your primary contact on this matter at Adams and Reese, with assistance from David Wolf, Counsel and Phillip Sherman, Special Counsel. In our absence please consider that any member of our Public Finance Team is available to assist you.

(4) Fees and Expenses. Special Counsel services rendered under Paragraph 1 above in connection with the creation of the Districts, the levy of the taxes and negotiation on behalf of the Parish and Districts of Cooperative Endeavor Agreement(s) shall be calculated using hourly rates equal to 75% of the Firm's standard hourly rate for the attorney (subject to approval by the Attorney General), which hourly fees are customary and commensurate for attorneys with the number of years of experience for said attorneys, and in line with customary fees for services rendered in the Public Finance and Economic Development Practice Area. Based on our current standard rates, the 75% hourly rate would be as follows, and this would be adjusted periodically as our standard rates change:

David M. Wolf, Counsel	\$ 555.00 (42 years of experience)
Philip B. Sherman, Counsel	\$ 423.75 (14 years of experience)
Cate Creed, Associate	\$ 273.75 (2-1/2 years of experience)

(5) If this is acceptable, we would propose to bill for these services on approximately a quarterly basis while this part of the work is completed, with a cap of \$22,500 on legal fees for the creation of the EDDs and the levy of taxes therein. Should it appear that legal fees could

exceed the \$22,500 cap for that portion of the work, we will consult with you before exceeding the cap.

With respect to the drafting, negotiation, authorization and approval of any cooperative endeavor agreement(s), we would propose to bill at the same hourly rates specified above, but that work would not be included in the \$22,500 cap. We cannot at this time provide an estimate of the time needed for the cooperative endeavor agreement(s) because each of these is unique and each one involves a different degree of complexity. Also, it is often the case that the legal fees associated with such CEAs are covered by the private beneficiaries of any such EDD/CEA arrangement rather than by the Parish or the EDDs.

Our fees may vary: (a) if the scope of the representation differs significantly from the matter(s) described above; (b) if there is any litigation; (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility or (d) if the Parish or the EDDs request that we perform services beyond those generally described in Paragraph 1 above. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you.

Out-of-pocket expenses will include services such as photocopying, messenger and delivery service, computerized research, travel (including mileage at the IRS-approved rate), long distance telephone, fax, and filing fees. Our charge for photocopies will be 25¢ per page and our charge for faxes will be \$1.25 per page. Driving time to and from meetings in the Parish will be billed at rates up to the above-quoted hourly rates.

(6) Communications Regarding Matter. As noted above, we will report directly to you on this matter. If you ever want us to coordinate with other staff, or other counsel currently handling legal matters for you, we will be happy to do so. Of course, we will be pleased to answer any questions you may ever have of us. We understand the importance of being accessible, accordingly we commit to returning all phone calls within one business day of when they are received.

(7) Preserving Confidences. We appreciate that we may be privy to confidential information and we will take steps to maintain this confidentiality, all in compliance with the applicable rules of professional conduct. In order to promote efficiency and save costs, we may employ electronic mail, where appropriate, to communicate with you on this matter.

(8) Term of Engagement. We may terminate the engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct. Additionally, we reserve the right to terminate our representation if payment is not received within 45 days of the date of a statement, and you agree not to contest our withdrawal if payment has not been received within this period. In the event that we terminate the engagement, we will take reasonable steps to protect your interests in the above matter.

(9) Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of the Parish and the Districts in connection with the specific matters captioned above will terminate upon the execution and delivery of the initial cooperative endeavor agreement(s) relating to the use of incremental revenues of each such

District. Following such termination, any nonpublic information you have supplied to us will be kept confidential in accordance with applicable rules of professional conduct. For various reasons, including minimization of unnecessary storage expenses, we reserve the right to dispose of file materials according to our document retention procedures.

(10) Conflicts. You are aware that our firm represents many other governmental entities, private companies and individuals. It is possible that during the time that we are representing the Parish or the EDDs, one or more of our present or future clients will have transactions with the Parish or the EDDs, or will otherwise have interests adverse to the Parish or the EDDs. We confirm that you do not believe that the representation of such other parties would pose a conflict of interest. Should you disagree with this conclusion or have any further questions about this paragraph, please contact us as soon as possible.

Once again, we are pleased to have this opportunity to work with you. Please do not hesitate to call me if you have any questions or comments regarding this letter, or at any time during the course of our representation.

With kindest regards, I am

Yours very truly,



Cate Creed

CC

cc (via email):

Mr. Corey Faucheux
Mr. Corey Oubre

PARISH ACCEPTANCE: St. Charles Parish acknowledges and agrees to the terms of the foregoing letter, particularly the fee arrangements set forth in Paragraph 4

By: _____
Matthew Jewell,
Parish President

Date: _____, 2024