



# St. Charles Parish

## Supplemental Agenda

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

### Parish Council

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

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Monday, August 5, 2019

6:00 PM

Council Chambers, Courthouse

Final

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### ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, August 19, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

**S\* 1** 2019-0237 An ordinance to approve and authorize the execution of a professional service agreement with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for a drainage study of the Norco area. (Parish Project Number P190702).

**Sponsors:** Mr. Cochran and Department of Public Works

**S\* 8** 2019-0238 An ordinance to approve and authorize the execution of a 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation."

**Sponsors:** Mr. Cochran, Department of Planning & Zoning and Coastal Zone Management Section

**S\* 20** 2019-0239 An ordinance to rescind Ordinance No. 19-3-6 and to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S - R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

**Sponsors:** Mr. Cochran and Department of Public Works

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

**S\* 29 2019-0218**      An ordinance to rename Rue La Cannes, Luling to Deputy Jeff Watson Street.

**Sponsors:**      Mr. Cochran

*Revised Version (Regular Agenda - Page 20)*

**Legislative History**

|         |                  |  |
|---------|------------------|--|
| 7/22/19 | Parish President | Introduced   |
| 7/22/19 | Parish Council   | Publish/Scheduled for Public Hearing to the Parish Council |

**Accommodations for Disabled**

**St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.**

**2019-0237**

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

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the execution of a professional service agreement with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for a drainage study of the Norco area. (Parish Project Number P190702).

**WHEREAS,** the St. Charles Parish Council desires to minimize or eliminate flooding in the Norco section of the Parish; and,

**WHEREAS,** the attached Agreement between the Parish and Shread-Kuyrkendall & Associates describes the details of the proposed services, compensation and schedule.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement between Shread-Kuyrkendall & Associates and St. Charles Parish for services as required by the Department of Public Works is hereby approved and accepted.

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

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Shread-Kuyrkendall & Associates, Inc. a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Norco Drainage Study project as described in Ordinance No. \_\_\_\_\_, which is attached hereto and made a part hereof.

### 1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated July 3, 2019 (Proposal), which is attached hereto and made a part hereof.

Engineer may begin work upon issuance of a Notice to Proceed. The Owner may terminate the Agreement by written notification and without cause per Section 8.0.

### 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

#### 2.1 General

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

2.1.2 In general the Project consists of the planning services shown in the Proposal. The project understanding is described in the Proposal.

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

2.1.4 Engineer shall provide minutes of all meetings with St. Charles Parish.

2.2 Drainage Study: Perform the services as described in the Proposal. Engineer shall meet with Owner after preparation of the preliminary model, final model and report, and address Owner's comments.

### 3.0 SERVICES OF THE OWNER

3.1 Assist the Engineer by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.2 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

### 4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rates in the Proposal, and actual time and costs. The not-to-exceed fee is \$223,720.

- 4.2** If the Agreement, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 8.0.
- 4.3** The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- 4.3.1** A copy of the Owner's written authorization to perform the service.
- 4.3.2** Timesheets for all hours invoiced.
- 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4** For additional engineering and other services described in Section 6, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the Agreement amendment.
- 5.0** SCHEDULE: The Scope of Services shall be completed within six months of the Notice to Proceed.
- 6.0** CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 6.1** The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 6.1.1 through 6.1.2.6 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 6.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 6, Paragraph 6.1 through 6.1.2.6 inclusive.
- 6.1.1** Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.
- 6.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this Agreement.
- 6.1.2.1** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 6.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.
- 6.1.2.3** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 6.1.2.4** Services resulting from significant changes in the general scope, extent or character of the Agreement.
- 6.1.2.5** Providing renderings for Owner's use.
- 6.1.2.6** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 7.0** OWNERSHIP OF DOCUMENTS
- 7.1** Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection

at any time during the Agreement and, shall be delivered to the Owner prior to termination or final completion of the Agreement.

- 7.2 Engineer may retain a set of documents for its files.
- 7.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 7.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Agreement, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## 8.0 TERMINATION.

- 8.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 8.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and Agreements insofar as such orders or Agreements are chargeable to this Agreement.
- 8.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 8.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 8.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

## 9.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

## 10.0 SUCCESSORS AND ASSIGNS

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

## 11.0 INSURANCE

- 11.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 11.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 11.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 11.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All

coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

- 11.5 St. Charles Parish shall be named as an additional insured on general liability insurance policies.
- 11.6 For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

## 12.0 GENERAL

- 12.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 12.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent Contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Agreement.
- 12.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 12.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 12.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 12.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 12.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 12.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.

## 13.0 ACCESS TO SITE

- 13.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property

as required by Engineer in order to perform its services under this Agreement.

**14.0 WARRANTY**

**14.1** Engineer warrants that it will perform any design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

**14.2** If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

**14.3** The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

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



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

ATTEST

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_

Larry Cochran

ATTEST

SHREAD-KUYRKENDALL &  
ASSOCIATES, INC.

\_\_\_\_\_

\_\_\_\_\_

Richard Shread

**2019-0238**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING/CZM)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of a 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation."

**WHEREAS,** St. Charles Parish passed Ordinance # 15-10-13 the "St. Charles Parish Local Coastal Program; and,

**WHEREAS,** The State of Louisiana officially recognized the St. Charles Parish Local Coastal Program on July 1, 2017; and,

**WHEREAS,** LDNR as part of its Federal Program offers some financial assistance to Local Coastal Programs; and,

**WHEREAS,** the Agreement titled LaGov No. 2000426714 offers a total cost grant of \$65,427.00 with an obligation from St. Charles Parish of \$65,427.00 in monies or in-kind services; and,

**WHEREAS,** St Charles Parish intends to use the grant to help defer the cost of existing positions within the CZM Budget until June 30, 2022.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation" is hereby approved and accepted.

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

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

## COOPERATIVE AGREEMENT

BETWEEN THE

LOUISIANA DEPARTMENT OF NATURAL RESOURCES  
(Hereinafter referred to as "Department")

AND

ST. CHARLES PARISH  
P. O. Box 302  
Hahnville, Louisiana 70057  
(Hereinafter referred to as "Contracting Party")

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that "for a public purpose the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other... or with any public or private association, corporation or individual"; and,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## 1. PROJECT IDENTITY:

This cooperative agreement shall be identified as "St. Charles Parish Local Coastal Program Implementation" and by the LaGov Number assigned as listed above. All invoices and other correspondence submitted to the Department in connection with this agreement shall be identified by this number.

## 2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from July 1, 2019 through June 30, 2022.

## 3. SCOPE OF SERVICES:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, attached hereto and made a part hereof.

4. DEPARTMENT FURNISHED ITEMS:

The Department shall provide the following to assist the Contracting Party in the performance of its duties:

- a) Appropriate personnel for consultation as required; and
- b) Access to relevant material required in the performance of the work.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed agreement signed by duly authorized representatives of both parties.

6. COMPENSATION:

The total project cost shall be \$130,854.00 of which the Contracting Party agrees to provide \$65,427.00 and the Department shall pay to the Contracting Party the maximum amount of \$65,427.00 for services rendered under this agreement. Under no circumstances shall the Department or the State of Louisiana have any obligation to the Contracting Party or to any third person, association, partnership or corporation for any additional sum or contribution. Expenditures incurred by the Contracting Party in excess of the amount specified above will be borne by the Contracting Party. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this agreement.

No authority exists for payments which exceed the approved maximum agreement amount except through written amendment prior to expiration date of the agreement.

7. FISCAL FUNDING:

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following reports shall be received by the Department Project Manager prior to issuance of incremental and final payments:

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Monitoring Report (Appendix B).
- (2) A final summary report shall be submitted by the Contracting Party on Monitoring Report (Appendix B) with the final invoice for payment.

b. The quarterly invoice package shall, as a minimum, contain the following:

- 1) Monitoring Report (Appendix B)
- 2) Requisition for Payment Form (Appendix C)
- 3) In-kind Contribution Report (Appendix D)
- 4) Copy of all Pertinent Cost Records (time sheets, invoices and any other applicable payment documentation)

c. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

The Department shall reimburse the Contracting Party in twelve quarterly payments of \$5,452.25 for all eligible costs incurred under this Project. **Contracting Party shall indicate the in-kind match on both the Monitoring Report (Appendix B) and each invoice.** Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A, Scope of Services shall be based upon actual costs incurred and shall be submitted quarterly with progress reports.

An invoice for the final payment shall be submitted upon completion of the project and acceptance of the final deliverables by the Department. **The final invoice shall be submitted within thirty (30) days following expiration of the agreement.**

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule, and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

9. ALLOWABLE COSTS:

Allowability of costs under this agreement shall be determined in accordance with applicable state and federal laws.

10. DELIVERABLES:

The Contracting Party shall deliver to the Department deliverables as specified in Appendix A, Scope of Services as products of the services rendered by the Contracting Party under the terms of this agreement.

11. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this agreement, all data collected by the Contracting Party and all documents, notes, equipment purchased, drawings, tracings and files collected or prepared in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department, and the Department shall not be restricted in any way whatever in its use of such material. In addition, at any time during the agreement period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contracting Party specifically in connection with this agreement within five (5) days of receipt of written notice issued by the Department.

The Contracting Party shall notify the Department Project Manager immediately upon receipt of equipment purchased under this agreement, and a Department property tag(s) shall be issued to the Contracting Party and affixed to the equipment. The Contracting Party shall procure equipment in accordance with state procurement regulations. The Contracting Party shall return equipment to the Department Project Manager within sixty (60) days after completion or termination of this agreement.

The Department encourages the use of data collected under Department contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the Project Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Department Project Manager for review and approval prior to its release.
- C. In all such papers/presentations, the Department (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

## 12. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

## 13. INSURANCE:

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana

before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.



## 14. NONASSIGNABILITY:

The Contracting Party shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the Department. This provision shall not be construed to prohibit the Contracting Party from assigning its bank, trust company or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

## 15. COMPLIANCE WITH LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

## 16. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal Tax Identification Number 72-6001390.

## 17. COST RECORDS:

Contracting Party hereby grants to the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, the option of auditing all records of Contracting Party pertinent to this agreement. The Contracting Party must keep all such records for a period of five (5) years from completion or termination of this Agreement.

## 18. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this agreement, the Department shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this agreement shall become the property of the

Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

19. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this agreement at any time by giving written notice by certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the agreement is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

20. REMEDIES FOR DEFAULT:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4.

21. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

22. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

23. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A, Scope of Services. The Contracting Party shall include, in any subcontract, the provisions contained in this agreement. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

24. DISCRIMINATION:

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contracting Party agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

25. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a

boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

26. HUDSON / VETERAN'S INITIATIVES:

The Department fully participates and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>.

27. AMENDMENTS:

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties.

Signature page to follow.

THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

This Cooperative Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at Baton Rouge, Louisiana.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
BEVERLY HODGES, UNDERSECRETARY  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_

\_\_\_\_\_  
ST. CHARLES PARISH

**2019-0239**

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

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to rescind Ordinance No. 19-3-6 and to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S – R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

**WHEREAS,** on March 25, 2019, the St. Charles Parish Council adopted Ordinance No. 19-3-6, which approved and authorized the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S – R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al; and,

**WHEREAS,** the temporary construction servitude agreement was revised and thus Ordinance No. 19-3-6 needs to be rescinded; and,

**WHEREAS,** the Louisiana Department of Transportation and Development (DOTD) is designing road improvements to US 61; and,

**WHEREAS,** drainage improvements are needed to convey stormwater from the south-side to the north-side of US 61 in the St. Rose area; and

**WHEREAS,** the Parish is collaborating with DOTD to add the design of stormwater culverts across US 61 to improve drainage; and

**WHEREAS,** the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 5-1; and,

**WHEREAS,** the drainage improvement and the acquisition of the hereinafter described servitude is in furtherance of the public’s best interest and purpose, and is in satisfaction of a public need.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Ordinance No. 19-3-6, adopted March 25, 2019, is hereby rescinded.

**SECTION II.** That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$344.00 the property more particularly described in the “Temporary Construction Servitude” document attached hereto and made a part hereof, from now or formerly owned by George Saba Ellis, Jr. Et Al.

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

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

And the ordinance was declared adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

STATE PROJECT NO. H.000320  
 US 61 (RAILROAD OVERPASS TO LA 50)  
 CULVERT INSTALLATION PROJECT  
 ST. CHARLES PARISH  
 PARCEL NO. 5-1

**TEMPORARY CONSTRUCTION SERVITUDE**

STATE OF LOUISIANA  
 PARISH OF ST. CHARLES

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

**GEORGE SABA ELLIS, JR. (XXX-XX-\_\_\_\_\_)**, (1/2 interest, separate property), being of the full age of majority and a resident of Parish of Orleans, State of Louisiana, who declared that he has been married but twice, first to Jane Reeves Schlegal from whom he is divorced and then to Kelley Lozes Ellis, with whom he is separate in property and with whom he lives and resides at 215 Fairway Drive, New Orleans, LA 70124;

**JOAN ELLIS GREEN (XXX-XX-\_\_\_\_\_)**, nee Ellis, (1/2 interest, separate property) , being of the full age of majority and a resident of the County of Davidson, State of Tennessee, whose mailing address is 706 Greeley Drive, Nashville, TN 37205, who declared that she has been married but once and then to David Sawyer Green, with whom she lives and resides, collectively called Grantor;

and

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. \_\_\_\_\_, adopted by St. Charles Parish Council on \_\_\_\_\_, 2019 a copy of which is attached hereto and made a part hereof, hereinafter referred to as Grantee;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project ("Project"), situated in St. Charles Parish, Louisiana:

### **Parcel 5-1 Temporary Construction Servitude**

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS. and the design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320" being located across the front of the George Saba Ellis, Jr. property, Lot 38, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, the Southeastern East of the Mississippi River Land District, said tract or portion of ground at the intersection of the East right of way line of Almedia Rd. with the North right of way of Airline Hwy, in St. Rose, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 188+21.06 thence an offset to the right a distance of approximately 73.38 feet to a point of beginning (POB) common with this northern right of way of US 61; thence an arc with radius 2996.35 feet, arc length 24.12 feet, chord 24.12 feet, and chord bearing S84°53'23.35" W to a point located at station 188+45.17 and an offset of 72.74 feet; thence N39°05'36.46" W a distance of approximately 12.89 feet to a point located at station 188+52.66 and an offset of 83.24 feet; thence N50°54'23.54" E a distance of approximately 20.00 feet to a point located at station 188+36.38 and an offset of 94.85 feet; thence S39°05'36.46" E a distance of approximately 26.37 feet to the point of beginning common to the US 61 right of way located at station 188+21.06 and an offset of 73.38 feet, containing 0.009 acres or 392.64 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS, a copy attached hereto and made a part hereof, and design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in what is known as Almedia Plantation Section 40, T12S-R9E, East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.



Being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated August 12, 1998, recorded in the St. Charles Parish Clerk of Court Conveyance Records on August 13, 1998 in COB 542, Folio 158, Instrument Number 223734; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated May 17, 2002, recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 20, 2002 in COB 602, Folio 615, Instrument Number 266617; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated October 15, 2005, recorded in the St. Charles Parish Clerk of Court Conveyance Records on November 16, 2005 in COB 658, Folio 847, Instrument Number 312961; being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Act of Donation dated December 27, 2018 and recorded in St. Charles Parish Clerk of Court Conveyance Records on January 8, 2019 in COB 872, Folio 293, Instrument No. 437877; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Affidavit of Small Succession dated February 12, 2019 and recorded in St. Charles Parish Clerk of Court Conveyance Records on March 12, 2019 in COB 874, Folio 220, Instrument No. 439219; and being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Quitclaim Deed by George Jamil Assaf, dated March 19, 2019, and recorded in St. Charles Parish in COB 874, Folio 665, Instrument No. 439581 on March 26, 2019.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of THREE HUNDRED FORTY-FOUR AND NO/100 (\$344.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at THREE HUNDRED FORTY-FOUR AND NO/100 (\$344.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 5-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude. Grantee shall be responsible for any damages to Grantor's remaining property resulting from Grantee's use of this Temporary Construction Servitude or from the drainage improvements constructed.

NOW UNTO THESE PRESENTS comes **DAVID SAWYER GREEN** appearing herein to acknowledge that the interest in the property conveyed herein by JOAN ELLIS GREEN is in fact the separate and paraphernal property of his wife, JOAN ELLIS GREEN.

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

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in Parish of \_\_\_\_\_, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2019, after a due reading of the whole.

**GRANTOR:**

**WITNESSES:**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**GEORGE SABA ELLIS, JR.**

\_\_\_\_\_

NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Notary Identification or Bar Roll No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

IN TESTIMONY WHEREOF, in County of \_\_\_\_\_, State of \_\_\_\_\_ the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after a due reading of the whole.

**WITNESSES:**

X \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

X \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

**GRANTOR:**

\_\_\_\_\_  
**JOAN ELLIS GREEN**

**INTERVENOR:**

\_\_\_\_\_  
**DAVID SAWYER GREEN**

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Notary Identification or Bar Roll No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

IN TESTIMONY WHEREOF, in Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2019, after a due reading of the whole.

WITNESSES:

GRANTEE:  
ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_

Print Name

LARRY COCHRAN, PRESIDENT

\_\_\_\_\_

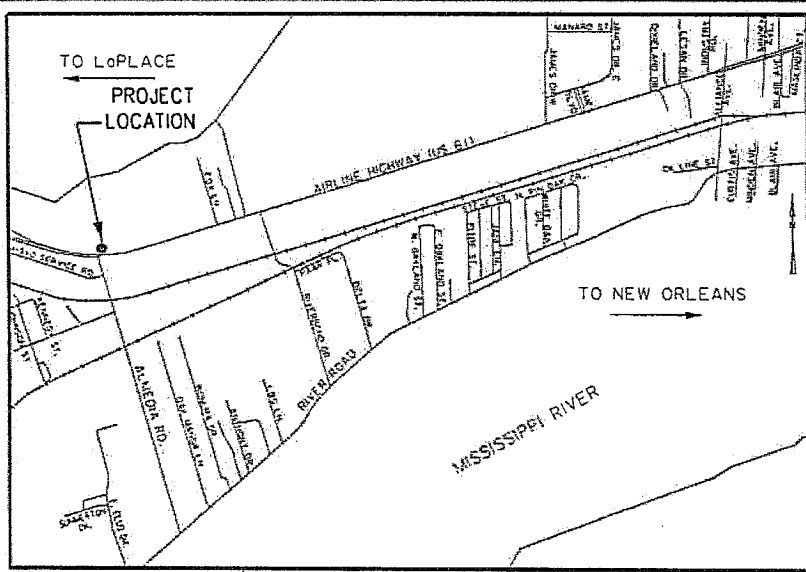
Print Name

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Notary Identification or Bar Roll No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

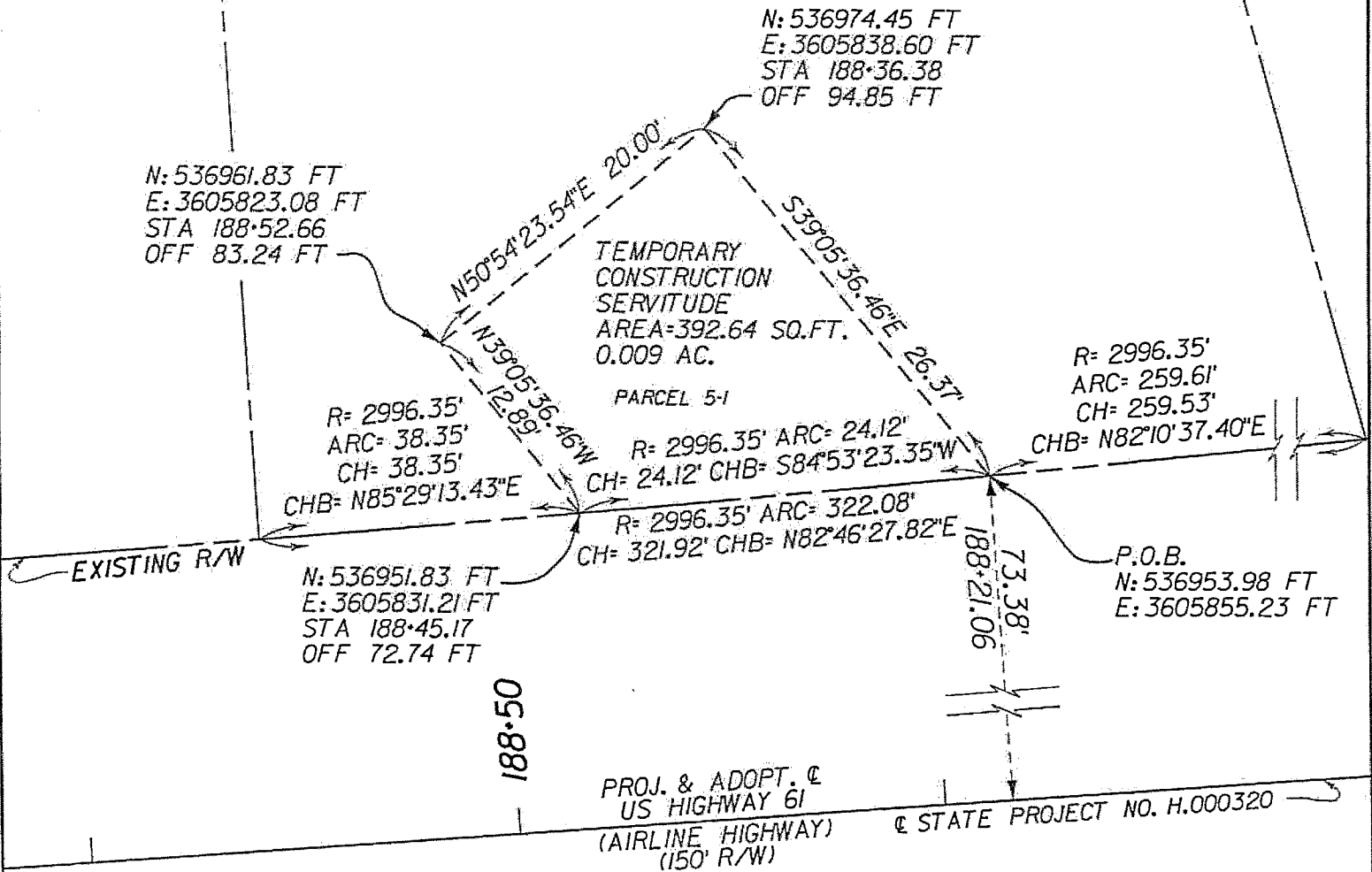


VICINITY MAP  
N.T.S.

GEORGE SABA  
ELLIS, JR., et al.  
R.A.=5.12 Ac.  
(PER DEED)

PELLETTIERE,  
BABETTE L.

28



**LEGEND**

- EXISTING RIGHT OF WAY LINE
- APPARENT PROPERTY LINE
- TEMP. SERVITUDE LINE

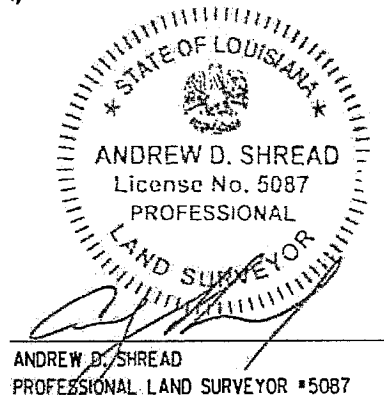


- NOTES:
1. REFERENCE MAP BY S K LANDRY, LAND SURVEYOR DATED APRIL 24, 1970, WHICH WAS RECERTIFIED CORRECT BY J J PERRET, REGISTERED LAND SURVEYOR, DATED APRIL 19, 1979. RECORDED IN ENTRY NO 68926, COB 226, FOLIO 524.
  2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO. 3601-B-4, BONNET CARRE SPILLWAY -KENNER HWY., ST CHARLES AND JEFFERSON PARISH, DATED MARCH 7, 1933
  3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
  4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY
  5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
  6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR LoDOTD STATE PROJECT NO H.000320

SURVEY SHOWING  
TEMPORARY CONSTRUCTION SERVITUDE  
FOR LoDOTD STATE PROJECT  
"US 61 RAILROAD OVERPASS TO Lo 50"  
PROJECT NO. H.000320  
LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION,  
SEC. 40, T12S R9E  
ST. ROSE, ST. CHARLES PARISH, LOUISIANA  
NOW OR FORMERLY OWNED BY  
GEORGE SABA ELLIS JR., ET. ALS.

I, HEREBY, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, IS CORRECT, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THIS DATE, AS STIPULATED BY CLASSIFICATION C SURVEYS.

DRAWN BY: D.B.S.      CALC. BY: B.C.J.  
DATE: MAY 29, 2018      CHECKED BY: A.D.S.



REVISED VERSION

**2019-0218**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to rename Rue La Cannes, Luling to Deputy Jeff G. Watson Dr.

**WHEREAS**, upon dedication of the street, the name Rue La Cannes was accepted; and,

**WHEREAS**, it is the desire that the name be changed to Deputy Jeff G. Watson Drive.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the following street name in Luling be changed.

**FROM** Rue La Cannes (Public) **TO** Deputy Jeff G. Watson Dr. (Public)

**SECTION II.** That a copy of this ordinance be sent to the St. Charles Parish Communications District, the St. Charles Parish Planning Department and the U. S. Postal Service.

**SECTION III.** That the Parish Administration be directed to install all proper street signs on the appropriate street.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019, to become effective five (5) days after publication in the Official Journal.

2019-0218 revised STREET NAME CHANGE.rename Rue La Cannes in honor of Deputy Jeff Watson.doc

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_