Introduced September 8, 2026, by Councilman Brownfield, seconded by Councilwoman Denham, (by request of Administration)

Item No. 26-09-3671

ORDINANCE NO. 4313

An ordinance authorizing the Mayor of the City of Slidell to execute a Servitude Agreement with CLECO Power, LLC for new electrical services at the Slidell dog park.

WHEREAS, the City owns, operates and maintains a dog park on Spartan Drive near Fritchie Park and the soccer fields operated by Slidell Youth Soccer Club;

WHEREAS, the City needs additional electrical services for the dog park and surrounding area;

WHEREAS, Cleco has agreed to provide the needed electrical services conditioned upon the grant of a perpetual servitude by the City of Slidell and subject to the rights and obligations of both parties set forth in substantially the same form as the attached Servitude Agreement;

WHEREAS, the Servitude Agreement proposed by Cleco creates a Right of Way over a certain portion of property owned by the City described as follows: Commencing at a light pole at Longitude -89.777 and Latitude 30.2451, thence go North 56 degrees 14 minutes 37 seconds East a distance of 202 feet, more or less, to a light pole, being the centerline of a 30 foot Servitude/Right of Way, all in Section 44, Township 9 South, Range 14 East, City of Slidell, St. Tammany Parish, Louisiana (the "Property"); the Property to be again described and/or shown in, or in an attachment to, the Servitude Agreement; and

WHEREAS, the Slidell City Council desires to authorize the Mayor of the City of Slidell to execute the Servitude Agreement, or one substantially similar thereto, and grant the Right-of Way described therein.

NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the Mayor of the City of Slidell is authorized to execute the Servitude Agreement with Cleco attached hereto, or one substantially similar thereto, and grant the Right of Way on the Property for consideration of $1.00 and other valuable consideration, and to take all ancillary action required or advisable in connection therewith.

BE IT FURTHER ORDAINED by the Slidell City Council that Item No. 26-09-3671 is hereby further amended as follows: the Exhibit "A" Sketch attached to the attached Servitude Agreement is deleted, to be replaced at closing with a description and/or sketch of the Property as set forth in this Amendment.

ADOPTED this 22nd day of September, 2026.

Leslie Denham
Vice President of the Council
Councilwoman at-Large

Randy Fandal
Mayor

Thomas P. Reeves
Council Administrator

DELIVERED 9/24/26
8:30 am to the Mayor
RECEIVED 9/25/26
10:15 am from the Mayor

OX-9
Rev 3/2017

Recorded _____
#_____
COB _____ Pg. _____
Project No. _____
Agent No. C7598

CLECO POWER LLC
SERVITUDE AGREEMENT

BE IT KNOWN, that GRANTOR(S), City of Slidell
Represented By: Randy Fandal, Mayor, of lawful age, whose mailing address is P. O. Box 828, Slidell, State of Louisiana 70461, for and in consideration of one dollar ($1.00) paid and other good and valuable consideration, receipt of which is acknowledged, has and by these presents does grant and convey unto CLECO POWER LLC, a Louisiana limited liability company, with offices at 2030 Donahue Ferry Road, Pineville, Louisiana 71360, its associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a perpetual servitude over, under, and through a part of the following described property:

A certain tract of land located in Section(s) 44, **Township** 9 South, **Range** 14 East, **Parish of** St. Tammany, **Louisiana, hereinafter referred to as "Right of Way."**
Right of Way is shown on Exhibit "A" attached hereto and made a part hereof.

GRANTOR(S) grants to GRANTEE the right to place, construct, reconstruct, repair, replace, add, modify, relocate, change the size and capacity of, operate, maintain, inspect, and/or remove underground and/or overhead electrical line(s) and/or system(s), including, but not limited to, poles, structures, wires, cables, conduits, guys, anchors, and other fixtures and equipment as the GRANTEE may from time to time require for the transmission and/or distribution of electric current and other forms of energy. GRANTEE may construct, operate, and maintain said overhead and underground electric distribution and/or transmission facilities anywhere on, under, along, and above the said Right of Way, and locate its facilities and other appurtenances at any places on and within the said Right of Way that GRANTEE selects, in its sole discretion. GRANTOR(S) further grants to GRANTEE the right of ingress and egress to and from said Right of Way at all times with equipment and personnel across GRANTOR(S)'S lands for the purpose of constructing, operating, and maintaining said lines and related facilities and making all necessary repairs, alterations, additions, or removal of any of its property placed thereon.

GRANTOR(S) retains the right to use for GRANTOR'S own purpose the land covered by the Right of Way as long as such use does not interfere with the servitude and rights granted herein. GRANTOR(S) shall not construct nor permit to be constructed any structure, obstacle, or building of any type or nature, on, across, above, below, over-hanging, or adjacent to said Right of Way that would prevent the use or endanger the said facilities or that would cause a violation of the National Electrical Safety Code.

GRANTOR(S) further grants to GRANTEE the right and privilege to open the Right of Way and thereafter keep the Right of Way clear of any and all obstacles which, in GRANTEE's sole discretion, might interfere with or constitute a hazard to the operation and/or maintenance of said electric facilities. In addition, the GRANTEE may trim, treat, cut down, or remove any trees, growth, and vegetation without incurring damages (within the Right of Way or which could grow into the Right of Way) which may interfere with GRANTEE'S lines and other facilities, or with ingress and egress thereto.

This servitude does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or under the Right of Way.

GRANTOR(S) agrees that it will release and hold GRANTEE harmless from any claims for damage to the property and/or its improvements, except actual damages directly caused by GRANTEE as a result of construction, maintenance, and operation of its facilities.

The servitude and rights granted herein are not exclusive, and GRANTOR(S) reserves the right to grant servitudes to others affecting the Right of Way, provided that in the reasonable judgment of GRANTEE such servitudes and rights so granted do not conflict with the rights of GRANTEE.

To have and to hold the above described servitude and rights unto the GRANTEE, its successors and assigns, forever or until said servitude is finally abandoned.

State of Louisiana
Parish of St. Tammany

IN WITNESS WHEREOF, the undersigned has set his hand and seal, at Slidell, Louisiana on September _____, 2026, in the presence of the undersigned witnesses, who sign as such with GRANTOR after due reading.

WITNESSES:

_____

_____

GRANTOR
City of Slidell

By: _____
Randy Fandal, Mayor

T.I.N.: _____

THUS DONE AND SIGNED at Slidell, Louisiana in the presence of the above-signed competent witnesses who hereunto sign their names together with the appearer and me, Notary Public, on _____, 2026

_____
Lydia Alford, Notary Public
La Bar Roll No. 17246
Commission is for life

State of Louisiana
Parish of Rapides

IN WITNESS WHEREOF, the undersigned has set his hand and seal, at Pineville, Louisiana on this _____ day of _____, 2026, in the presence of the undersigned witnesses, who sign as such with GRANTEE after due reading.

WITNESSES:

_____

_____

GRANTEE
Cleco Power, LLC

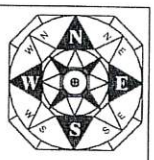
By: _____
Blake A. Gremillion,
Manager of Distribution Engineering Support

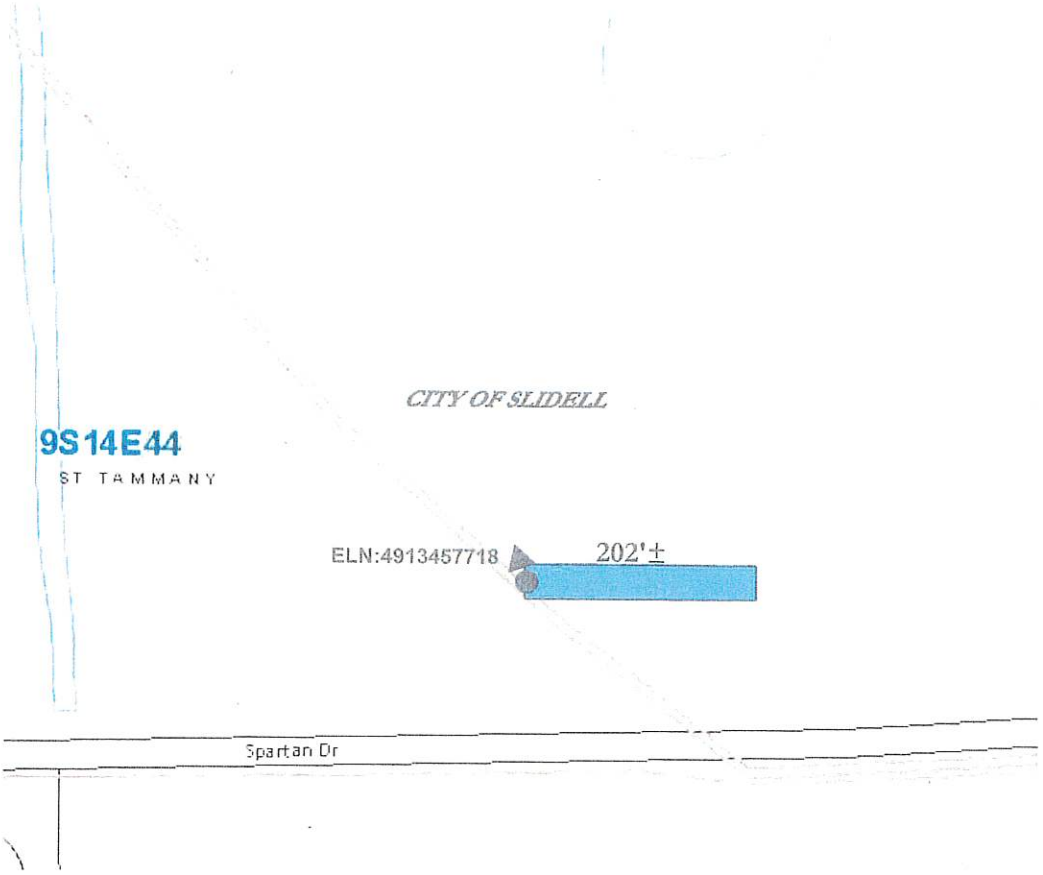
T.I.N. : XX-XXX4480

THUS DONE AND SIGNED at Pineville, Louisiana in the presence of the above-signed competent witnesses who hereunto sign their names together with the appearer and me, Notary Public, on _____, 2026

_____
Notary Public
Printed Name: _____
Notary/Bar No. _____
My Commission expires: _____

EXHIBIT "A"
SKETCH
(Not to Scale)





LEGEND:
N.T.S.

— NEW 30' OVERHEAD ELECTRIC LINE R/W

— EXISTING ELECTRIC LINE

GUYING AS NEEDED

R/W WIDTH	R/W LENGTH
30'	202± OVERHEAD

NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF

CITY OF SLIDELL

CLECO
Cleco Power LLC
PINEVILLE, LOUISIANA

SECTION(S): 44	TOWNSHIP: 9S	RANGE: 14E
PARCEL ID: 946323	ST. TAMMANY PARISH, LOUISIANA	
ELN: 4913457718	DWN. BY: C.H.J.	DATE: 08/17/2026