

ORDINANCE NO. 24-

The following Ordinance was offered by Commissioner Champagne who moved its adoption:

An Ordinance authorizing Executive Director, Charles D. Tillotson, of the Plaquemines Port, Harbor & Terminal District to enter into a 12-month professional services contract with GLO Resources to assist in staffing maritime positions including but not limited to Ferry Captains as deemed necessary by the Port; and otherwise to provide with respect thereto.

Digest: The Port wishes to enter into a 12-month professional services contract with GLO Resources to assist in securing personnel to fill including but not limited to Ferry Captain positions for the effective operation of the ferries by the Port. *The digest is for informational purposes only and is superseded by the language of the actual ordinance or resolution.*

WHEREAS the Plaquemines Parish Council ("Council"), as the sole governing authority of the Plaquemines Port, Harbor and Terminal District (the "Port), wishes to request that authority be given to enter into a professional services agreement with GLO Resources to assist securing personnel to fill Ferry Captain openings for the Port; and

WHEREAS, GLO Resources under this agreement shall be responsible for overseeing and managing all aspects of the contract employee, including but not limited:

- Recruit, screen, interview, hire, and assign its employees to perform the job functions of specified positions;
- Pay Assigned Employees' wages and benefits that GLO offers;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits and handle unemployment and workers' compensation claims involving Assigned Employees;
- Provide and outfit each Assigned Employee with all initially required personal protective equipment;
- Onboard each Assigned Employee by conducting all necessary and appropriate drug screening, i9 verification, and other screening that are specific to a particular job requirement;

NOW, THEREFORE:

BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT THAT:

SECTION 1

It hereby authorizes the Executive Director of the Port, Charles Tillotson, to enter into a 12-month professional services agreement with GLO Resources to assist in staffing maritime positions including but not limited to Ferry Captains as deemed necessary by the Port pursuant to the contract terms in Exhibit A.

SECTION 2

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Port employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

55 **EXHIBIT A**

56  
57 **GENERAL STAFFING AGREEMENT**

58  
59 GLO Resources, LLC, a Louisiana limited liability company, with its principal  
60 office located at 509 St. Louis Street, Baton Rouge, LA 70802 (“GLO”), and  
61 Plaquemines Port Harbor Terminal District (“Client”) located at PO Box 547, Belle  
62 Chasse, LA, agrees to the terms and conditions set forth in this General Staffing  
63 Agreement (the “Agreement”).

64  
65 **Recitals**

66  
67 **WHEREAS**, GLO is engaged in the business of assigning its employees to  
68 perform services for clients, and providing related management and human resource  
69 services; and

70  
71 **WHEREAS**, Client desires to engage GLO to provide such services;

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73 **NOW, THEREFORE**, in consideration of the promises and mutual covenants  
74 set forth in this Agreement, and intending to be legally bound, the parties agree as  
75 follows:

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77 **ARTICLE I – DUTIES AND RESPONSIBILITIES OF GLO**

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79 A. GLO shall:

- 80  
81 1. Recruit, screen, interview, hire, and assign its employees (“Assigned  
82 Employees”) to perform the type of work described on Exhibit “A” under  
83 Client’s supervision at the locations specified on Exhibit “A”;
- 84  
85 2. Pay Assigned Employees’ wages and provide them with the benefits that  
86 GLO offers to them;
- 87  
88 3. Pay, withhold, and transmit payroll taxes; provide unemployment  
89 insurance and workers’ compensation benefits, and handle  
90 unemployment and workers’ compensation claims involving Assigned  
91 Employees;
- 92  
93 4. Provide and outfit each Assigned Employee with all initially required  
94 personal protective equipment (“PPE”), including boots, hard hat, safety  
95 glasses, and gloves; provided, however, that any additional required  
96 PPE will be provided by the Client, unless otherwise mutually agreed  
97 upon by GLO and Client in writing;
- 98  
99 5. Onboard each Assigned Employee by conducting all necessary and  
100 appropriate drug screening, i9 verification and other screening that are  
101 specific to a particular job requirement;
- 102  
103 6. Require Assigned Employees to sign agreements (in the form of Exhibit  
104 “B”) acknowledging that they are not entitled to holidays, vacations,  
105 disability benefits, insurance, pensions, or retirement plans, or any  
106 other benefits offered or provided by Client;
- 107  
108 7. Require Assigned Employees to sign confidentiality agreements (in the  
109 form of Exhibit “C”) before they begin their assignments to Client;
- 110  
111 8. Comply with federal, state and local labor and employment laws  
112 applicable to Assigned Employees, including the Immigration Reform  
113 and Control Act of 1986; the Internal Revenue Code (“Code”); the

114 Employee Retirement Income Security Act (“ERISA”); the Health  
115 Insurance Portability and Accountability Act (“HIPAA”); the Family  
116 Medical Leave Act; Title VII of the Civil Rights Act of 1964; the  
117 Americans with Disabilities Act; the Fair Labor Standards Act; the  
118 Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the  
119 Uniformed Services Employment and Reemployment Rights Act of  
120 1994;and, as set forth in subparagraph g, below, the Patient Protection  
121 and Affordable Care Act (“ACA”); and  
122

- 123 9. Comply with all provisions of the ACA applicable to Assigned  
124 Employees, including the employer shared responsibility provisions  
125 relating to the offer of “minimum essential coverage” to “full-time”  
126 employees (as those terms are defined in Code § 4980H and related  
127 regulations) and the applicable employer information reporting  
128 provisions under Code § 6055 and § 6056 and related regulations.  
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130 B. In addition to GLO’s duties and responsibilities set forth in paragraph I.A,  
131 GLO, as the employer, has the right to physically inspect the work site and  
132 work processes; to review and address, unilaterally or in coordination with  
133 Client, Assigned Employees’ work performance issues; and to enforce GLO’s  
134 employment policies relating to Assigned Employees’ conduct at the worksite.  
135 Site visits shall be coordinated in advance with the Port.  
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137 **ARTICLE II – DUTIES AND RESPONSIBILITIES OF CLIENT**  
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139 A. Client shall:  
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- 141 1. Properly supervise Assigned Employees performing its work and be  
142 responsible for its business operations, products, services, and intellectual  
143 property;  
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- 145 2. Properly supervise, control, and safeguard its premises, processes, or  
146 systems, and not permit Assigned Employees to operate any vehicle or  
147 mobile equipment, or entrust them with unattended premises, cash,  
148 checks, keys, credit cards, merchandise, confidential or trade secret  
149 information, negotiable instruments, or other valuables without GLO’s  
150 expressed prior written approval or as strictly required by the job  
151 description provided to GLO;  
152
- 153 3. Provide Assigned Employees with a safe work site and provide  
154 appropriate information, training, and safety equipment with respect to  
155 any hazardous substances or conditions to which they may be exposed at  
156 the work site. Because Client controls the facilities in which Assigned  
157 Employees will work, it is agreed that Client is responsible for compliance  
158 with the Occupational Safety and Health Act (“OSHA”) and comparable  
159 state laws and regulations, to the extent those laws apply to the Assigned  
160 Employees. Client agrees to comply, at its own expense, with all safety,  
161 health, and workplace laws, regulations, and rules. Client shall be solely  
162 responsible for any OSHA or state citations issued to Client, including any  
163 citation due to the action, conduct, or omissions of the Assigned Employee;  
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- 165 4. Make available a reasonable accommodation, at its sole expense, to any  
166 Assigned Employee entitled to accommodation under the Americans with  
167 Disabilities Act, the Federal Rehabilitation Act or comparable and similar  
168 federal, state, or local laws or regulations; GLO to notify the client of any  
169 accommodation requests.  
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- 171 5. Not change Assigned Employees’ job duties without GLO’s expressed prior  
172 written approval; and

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6. Exclude Assigned Employees from Client’s benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees’ compensation or benefits.

B. Client may request that GLO reassign an Assigned Employee for any reason if such request complies with applicable law.

C. Client understands and agrees that any costs incurred by GLO as part of the Assigned Employee onboarding process will be billed to Client if Client does not cancel its order prior to the incurrence of such costs.

**ARTICLE III – DISCLAIMER OF LIABILITY**

GLO expressly disclaims liability for any claim, loss, or liability of any kind resulting from:

A. Client’s failure to adequately supervise or control Assigned Employees or safeguard its premises, processes, or systems; or without GLO’s express prior written approval, permitting Assigned Employees to operate any vehicle or mobile equipment, or entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.

B. Claims by Assigned Employees for benefits, compensation, damages, contributions, or penalties under any employee benefit plans sponsored and maintained by Client, whether or not the plans exclude Assigned Employees.

C. Promises of increased compensation or benefits made by Client to Assigned Employees.

D. Claims by any person relating to Client’s product or service.

E. Client assigning Assigned Employees to duties different from their original duties or Client making substantial changes to Assigned Employees’ job duties or risks without GLO’s prior written approval.

F. The conduct of Client’s officers, employees, and agents.

G. Failure by Client to provide Assigned Employees with a safe work site or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site, whether or not required by law.

H. Claims for special, indirect, consequential, punitive, or lost profit damages.

I. A violation or breach by Client of any law, statute, or regulation.

J. Property damage or personal injury, including death, arising out of, or resulting from acts or omissions of the Assigned Employees while under the control and direction of Client. Client understands and agrees that it is responsible for the acts or omissions of the Assigned Employees while under the control and direction of Client.

**ARTICLE IV – PAYMENT TERMS, BILL RATES, AND FEES**

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- A. Client will pay GLO for its performance at the rates set forth on Exhibit “A” and will also pay any additional costs or fees set forth in this Agreement. GLO will invoice Client for services provided under this Agreement on a weekly basis with payment due within net14 of invoice receipt. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. Client’s signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes GLO to bill Client for those hours. If a portion of any invoice is disputed, Client will pay the undisputed portion.
- B. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. GLO will charge Client special rates for premium work time only when an Assigned Employee’s work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client’s special billing rate for premium hours will be the same multiple of the regular billing rate as GLO is required to apply to the Assigned Employee’s regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, Client will be billed at 150% of the regular bill rate.)
- C. If Client uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than GLO, including any staffing agency, third-party vendor, payroll provider, or any other temporary labor provider (“Non-Conforming Use”) within 1000 (one thousand) hours of that Assigned Employee’s first assignment with Client (“Minimum Placement”), then CLIENT must notify GLO within three (3) business days of the commencement of Non-Conforming Use and (a) continue the Assigned Employee’s assignment from GLO for the remainder of his or her Minimum Placement; or (b) pay GLO a fee in the amount of five times the final billing rate for that Assigned Employee, or \$7500, whichever is higher.
- D. In addition to the bill rates specified in Exhibit “A” of this Agreement, Client will pay GLO the amount of all new or increased labor costs associated with Client’s Assigned Employees that GLO is legally required to pay – such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels – until the parties agree on new bill rates. Any adjustments in pay, GLO will notify client in writing.

## ARTICLE V – INSURANCE

- A. The Client shall purchase, provide, and maintain in effect the following insurance at all times during the term of this Agreement:
  - 1. General Liability Insurance (Bodily Injury and Property Damage). Such insurance shall be written on an occurrence form with limits as follows: \$1,000,000 per Occurrence/\$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal Injury/Advertising Liability.
  - 2. Commercial Automobile Liability Insurance. Automobile insurance shall cover all owned, non-owned, hired, and rented automotive equipment used in the performance of the Client’s work. It shall be in an amount not less than \$1,000,000 on a combined single limit basis for bodily injury and property damage liability. Client agrees to specifically

291 add Assigned Employees to the commercial automobile policy. This  
292 releases GLO from any temporary employee-related accident while  
293 operating Client company vehicles.  
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- 295 3. General Liability/Marine General Liability Insurance (Bodily Injury and Property  
296 Damage). Such insurance shall be written on an occurrence form with limits as  
297 follows: \$1,000,000 per Occurrence/\$2,000,000 General Aggregate, \$2,000,000  
298 Products/Completed Operations Aggregate, and \$1,000,000 Personal  
299 Injury/Advertising Liability.  
300
- 301 4. Hull and Protection & Indemnity Insurance, \$1,000,000 covering each vessel  
302 owned or bareboat chartered by Client in connection with the operations under this  
303 contract, to the actual value of each vessel and its equipment. If any vessel shall  
304 engage in towing operations, said insurance shall include full Towers Liability with  
305 the sistership clause unamended. Any language in this policy which limits coverage  
306 to an insured who is not an owner or who is not entitled to limitation of liability  
307 shall be deleted.  
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- 309 5. Pollution Insurance with a limit of the greater of the amount necessary to comply  
310 with the minimum financial responsibility requirements established by an  
311 applicable law or regulation or \$10,000,000.  
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- 313 6. Excess Liability Insurance, at least a limit of not less than \$10,000,000. Any  
314 language in any policy of insurance which limits coverage to an insured who is not  
315 an owner or who is not entitled to limitation of liability shall be deleted.  
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317 B. Failure to secure the insurance coverages, or the failure to comply fully with any of the  
318 insurance provisions of this agreement, shall in no way act to relieve Client from the  
319 obligations of this agreement, any provisions hereof to the contrary notwithstanding. In  
320 the event that liability for any loss or damage be denied by the underwriter or  
321 underwriters, in all or in part, because of breach of said insurance by Client, or for any  
322 other reason, or if Client fails to obtain or maintain any of the insurance herein required,  
323 Client shall hold harmless, defend and indemnify GLO against all claims, which would  
324 otherwise be covered by said insurance, regardless of any negligence or fault of GLO.  
325 Except as may be otherwise provided by applicable law, Client's indemnification  
326 obligations under this agreement (express or implied) shall not be limited to amount or  
327 in scope to coverage provided by insurance required of Client under the terms hereof.  
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329  
330 C. Client will ensure that GLO is added to the above listed policies as an  
331 additional insured. Client will furnish GLO with a certificate of insurance form  
332 evidencing that the required insurance is in place and that GLO is an additional  
333 insured thereunder.  
334

335 D. All policies shall be endorsed to provide that the coverage shall be primary and  
336 noncontributory to any other insurance maintained by GLO.  
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338 E. All policies shall be endorsed to provide that the insurers shall waive rights of  
339 subrogation against GLO and all its agents, employees, invites, servants, contractors,  
340 subcontractors, insurers, and underwriters.  
341

342 F. If any insurance coverage required above is, or is to be, canceled or changed in  
343 any way so as not to satisfy the requirements above, Client shall provide, and Client  
344 shall require its insurer to provide, notice in writing to GLO and its agents thirty (30)  
345 days in advance of the cancellation or change.  
346

347 G. Client agrees that no act or omission by GLO shall act as a waiver of the  
348 required insurance coverage in the required limits unless GLO is negligent  
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351 **ARTICLE VI – STATUTORY EMPLOYER**

352  
353 For the purpose of this Agreement, GLO and Client jointly agree, stipulate and  
354 recognize that Client will be the statutory employer of the Assigned Employee(s)  
355 provided by GLO in accordance with this Agreement while said employees are  
356 performing any work or providing any services under this Agreement. The parties  
357 expressly agree that the recognition of the statutory employer is made pursuant to  
358 and only for the purposes of La. R.S. 23:1061 of the Louisiana Worker’s Compensation  
359 Statute. The intent of the parties is that both GLO and the Client be granted the  
360 exclusive remedy protection under La. R.S. 23:1032. Irrespective of Client’s status as the  
361 statutory employer or special employer of GLO’s employees, GLO shall remain primarily  
362 responsible for the payment of Louisiana Worker’s Compensation benefits to its employees and  
363 shall not be entitled to seek contribution for any such payments from Client or their respective  
364 insurers unless GLO is negligent.

365  
366 **ARTICLE VII – EQUAL OPPORTUNITY EMPLOYER**

367  
368 GLO and Client affirm and agree that they are equal employment opportunity  
369 employers and are in full compliance with any and all applicable anti-discrimination  
370 laws, rules, and regulations. The parties agree not to harass, discriminate against,  
371 or retaliate against any employee of the other because of his or her race, national  
372 origin, age, sex, religion, disability, marital status, or other category protected by law;  
373 nor shall either party cause or request the other party to engage in such  
374 discrimination, harassment, or retaliation. In the event of any complaint or unlawful  
375 discrimination, harassment, or retaliation by any Assigned Employee, the parties  
376 agree to cooperate in the prompt investigation and resolution of such complaint.

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378 **ARTICLE VIII – CONFIDENTIAL INFORMATION**

379  
380 Both parties may receive information that is proprietary to or confidential to  
381 the other party or its affiliated companies and their clients. Both parties agree to hold  
382 such information in strict confidence and not to disclose such information to third  
383 parties or to use such information for any purpose whatsoever other than performing  
384 under this Agreement or as required by law. No knowledge, possession, or use of  
385 Client’s confidential information will be imputed to GLO as a result of Assigned  
386 Employees’ access to such information.

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388 **ARTICLE IX – COOPERATION**

389  
390 The parties agree to cooperate fully and to provide assistance to the other party  
391 in the investigation and resolution of any complaints, claims, actions, or proceedings  
392 that may be brought by or that may involve Assigned Employees.  
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395 **ARTICLE X – INDEMNIFICATION AND LIMITATION OF LIABILITY**

396  
397 Client will defend, indemnify, and hold GLO and its parents, subsidiaries,  
398 directors, officers, agents, representatives, and employees harmless from all claims,  
399 losses, and liabilities (including reasonable attorneys' fees) to the extent caused by  
400 Client's breach of this Agreement, or the negligence, gross negligence, or willful  
401 misconduct of Client or Client's officers, employees, or authorized agents in the  
402 discharge of those duties and responsibilities unless GLO is negligent. Client also  
403 agrees to defend, indemnify, and hold GLO and its parents, subsidiaries, directors,  
404 officers, agents, representatives, and employees harmless from all claims, losses, and  
405 liabilities (including reasonable attorneys' fees) to the extent caused by, arising out  
406 of, or resulting from the acts or omissions of the Assigned Employees while under the  
407 control and direction of Client. Client's defense and indemnification of GLO extends  
408 to any liability from Assigned Employees' use or operation of Client's vehicles unless  
409 PPHTD has prohibited employee from driving car.

410 **ARTICLE XI – RECIPROCAL PROTECTION**

411  
412 GLO will defend, indemnify, and hold the Port and its parents, subsidiaries,  
413 directors, officers, agents, representatives, and employees harmless from all claims,  
414 losses, and liabilities (including reasonable attorneys' fees) to the extent caused by  
415 GLO's breach of this Agreement, or the negligence, gross negligence, or willful  
416 misconduct of GLO or GLO's officers, employees, or authorized agents in the  
417 discharge of those duties and responsibilities unless the Port is negligent. Client  
418 also agrees to defend, indemnify, and hold the Port and its parents, subsidiaries,  
419 directors, officers, agents, representatives, and employees harmless from all claims,  
420 losses, and liabilities (including reasonable attorneys' fees) to the extent caused by,  
421 arising out of, or resulting from the acts or omissions of the Assigned Employees  
422 while under the control and direction of GLO. GLO's defense and indemnification of  
423 the Port extends to any liability from Assigned Employees' use or operation of the  
424 Port's vehicles unless GLO has prohibited employee from driving car.

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426 **ARTICLE XII – MISCELLANEOUS**

- 427  
428 A. Provisions of this Agreement, which by their terms extend beyond the  
429 termination or nonrenewal of this Agreement, will remain effective after  
430 termination or nonrenewal.  
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432 B. No provision of this Agreement may be amended or waived unless agreed  
433 to in a writing signed by the parties.  
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435 C. Each provision of this Agreement will be considered severable, such that if  
436 any one provision or clause conflicts with existing or future applicable law  
437 or may not be given full effect because of such law, no other provision that  
438 can operate without the conflicting provision or clause will be affected.  
439  
440 D. This Agreement and the exhibits attached to it contain the entire  
441 understanding between the parties and supersede all prior agreements and  
442 understandings relating to the subject matter of the Agreement.  
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444 E. The provisions of this Agreement will inure to the benefit of and be binding  
445 on the parties and their respective representatives, successors, and assigns.  
446  
447 F. The failure of a party to enforce the provisions of this Agreement will not  
448 be a waiver of any provision or the right of such party thereafter to enforce  
449 each and every provision of this Agreement.  
450  
451 G. Client will not transfer or assign this Agreement without GLO's written  
452 consent.  
453

- 454 H. Any notice or other communication will be deemed to be properly given only  
455 when sent via the United States Postal Service, a nationally recognized  
456 courier, addressed as shown on the first page of this Agreement or a Port or  
457 GLO company email address.  
458
- 459 I. Neither party will be responsible for failure or delay in performance of this  
460 Agreement if the failure or delay is due to labor disputes, strikes, fire, riot,  
461 war, terrorism, acts of God, pandemic, government shutdown, or any other  
462 causes beyond the control of the nonperforming party.  
463
- 464 J. This Agreement will be governed by and construed in accordance with the  
465 laws of the State of Louisiana, without reference to any conflicts of law  
466 principles thereof. Venue for any dispute arising under this Agreement,  
467 and/or in any way related to the performance of the parties' obligations  
468 hereunder, whether by way of mediation, arbitration, or litigation, shall be  
469 in the State of Louisiana, Plaquemines Parish.  
470
- 471 K. If GLO must employ an attorney to enforce any of the provisions of this  
472 Agreement, or to collect damages for breach of this Agreement, or to  
473 prosecute or defend any suit resulting therefrom, and GLO is the prevailing  
474 party on any such claim, Client agrees to pay GLO its reasonable costs,  
475 expenses, and attorney's fees expended or incurred in connection therewith.  
476
- 477 L. The services that GLO will render to Client under this Agreement will be  
478 as an independent contractor. Nothing contained in this Agreement will be  
479 construed to create the relationship of principal and agent, or employer and  
480 employee, between GLO and Client.  
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### 482 **ARTICLE XIII – TERM OF AGREEMENT**

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484 The Agreement may be terminated by either party upon 30 days written notice  
485 to the other party.  
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487 \*\*\*\*\*

488 **SIGNATURES ON FOLLOWING PAGE**  
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492 **Authorized representatives of the parties have executed this Agreement**  
493 **below to express the parties' agreement to its terms.**

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_____ CLIENT	_____ GLO
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

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**Exhibit A  
Rates and Payment**

GLO will bill a markup of 1.50 multiplied by submitted work hours or salary for each employee submitted by client for payroll services and 1.55 for GLO recruited employees. In both instances employees will remain on GLO’s payroll for a minimum of one thousand (1000) hours.<sup>1</sup> Additionally, GLO will bill per diems, bonuses, and ancillary payments at 1.25%. Client agrees to remit payment for services within 14 days of invoice receipt.

CLIENT	GLO
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

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<sup>1</sup> Pursuant to Article IV, Section C. of the Agreement, if Client uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than GLO, including any staffing agency, third-party vendor, payroll provider, or any other temporary labor provider (“Non-Conforming Use”) within three hundred sixty-five (365) days of that Assigned Employee’s first assignment with Client (“Minimum Placement”), then CLIENT must notify GLO within three (3) business days of the commencement of Non-Conforming Use and (a) continue the Assigned Employee’s assignment from GLO for the remainder of his or her Minimum Placement; or (b) pay GLO a fee in the amount of five times the final billing rate for that Assigned Employee, or \$7500, whichever is higher.

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**Exhibit B**  
**Benefits Waiver for Assigned Employees**

In consideration of my assignment to Client by GLO, I agree that I am solely an employee of GLO for benefits plan purposes and that I am eligible only for such benefits as GLO may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by GLO and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date

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**Exhibit C**  
**Confidentiality Agreement for Assigned Employees**

As a condition of my assignment by GLO to Client, I hereby agree as follows:

1. I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at Client or which I learn about during such assignment;
2. I will not disclose or in any way reveal or disseminate any information pertaining to Client or its operating methods and procedures that come to my attention as a result of this assignment;
3. Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of Client;
4. I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement; and
5. The obligations of this Agreement will survive my employment by GLO.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date

555  
556  
557  
558



ORDINANCE NO. 24-

The following Ordinance was offered by Commissioner Champagne who moved its adoption:

An Ordinance authorizing the Executive Director of the Port, Charles Tillotson to amend and extend the KDC Enterprises LLC contract for a 12-month period from February 9, 2024, to February 8, 2025, with the option to extend for two additional terms; and otherwise to provide with respect thereto.

Digest: The Port is amending and extending the KDC Enterprises LLC contract to continue its work as the Port Security Grant Program Grant Administrator. This grant program allows us to enhance our operational and security posture in the region through funding for cameras, boat enhancements, GIS upgrades, port property enhancements, and other security-related items. This service is essential to maintain the continuity of the Port’s current and future Port Security Grants. *The digest is for informational purposes only and is superseded by the language of the actual ordinance or resolution.*

WHEREAS, the Plaquemines Parish Council as the sole governing authority of the Plaquemines Port Harbor & Terminal District deems it necessary to amend and extend the KDC Enterprises LLC contract;

NOW, THEREFORE:

BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL DISTRICT THAT:

SECTION 1

It hereby authorizes the Executive Director of the Port, Charles Tillotson, to amend and extend the contract with KDC Enterprises LLC as its Grant Administrator for the Port Security Grant Program.

SECTION 2

The term of the said agreement shall not exceed an hourly rate of \$100.00 per hour. KDC Enterprises LLC rates are tied directly to and are reimbursable by the approved and budgeted Port Security Grants.

SECTION 3

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Port employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 24-

The following Resolution was offered by Commissioner Champagne who moved its adoption:

1  
2       A Resolution authorizing the Plaquemines Port, Harbor, and Terminal District to  
3       dispose of inoperable movable property. Specifically, to dispose of two (2)  
4       trailers, on an as-is, where-is basis and in accordance with Louisiana statutes  
5       governing the disposal of movable property owned by a political subdivision of  
6       the state; and otherwise to provide with respect thereto.

7  
8       Digest: Plaquemines Port owns two (2) trailers, that are non-functional due to extensive  
9       damage and deterioration. The cost to repair the trailers exceeds their current market value,  
10       making it financially impractical to invest in their restoration. *The digest is for informational*  
11       *purposes only and is superseded by the language of the actual ordinance or resolution.*

12  
13       WHEREAS, Plaquemines Port owns two (2) trailers that are currently non-functional due to  
14       extensive structural and mechanical issues; and

15       WHEREAS, the cost of repairing the trailers exceeds their current market value, making it  
16       financially impractical to invest in their restoration; and

17  
18       WHEREAS, retaining the non-functional trailers poses a burden on the organization's resources  
19       and storage capacity without any foreseeable benefit or utility; and

20  
21       WHEREAS, Louisiana law provides those political subdivisions of the state-i.e., the Plaquemines  
22       Parish Council-are permitted to dispose of movable property via online auction and sale; and

23  
24       WHEREAS, Plaquemines Port has been advised to dispose of the above property through  
25       the service provider GovDeals.com;

26  
27       NOW, THEREFORE:

28  
29       BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
30       GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
31       DISTRICT THAT after advertising the auction and sale in the official Parish journal 15 days  
32       prior to its listing, Plaquemines Port is hereby authorized to dispose of the following movable  
33       property through an online listing on an as-is, where-is basis for fair market value or better  
34       and further authorizes GovDeals.com, on an as-needed basis to list and sell these vessels on its  
35       website for a period beginning with the adoption of this resolution and continuing until the trailer  
36       is successfully auctioned. Item to be auctioned: One (1) Trailer, Port Asset #5E74, and One (1)  
37       Trailer, Port Asset #5E75.

38  
39       BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
40       GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
41       DISTRICT THAT the Secretary of this Council is hereby authorized and directed to  
42       immediately certify and release this Resolution and that Port employees and officials are  
43       authorized to carry out the purposes of this Resolution, both without further reading and  
44       approval by the Plaquemines Parish Council.

45

RESOLUTION NO. 24-

The following Resolution was offered by Commissioner Champagne who moved its adoption:

1  
2 A Resolution authorizing the Plaquemines Port, Harbor, and Terminal District to  
3 dispose of inoperable movable property. Specifically, to dispose of a 2001  
4 Dodge 3500 Pickup Truck and a 2005 Ford F-150 Utility Truck, on an as-is, where-  
5 is basis and in accordance with Louisiana statutes governing the disposal of  
6 movable property owned by a political subdivision of the state; and otherwise to  
7 provide with respect thereto.  
8

9 Digest: Plaquemines Port owns two (2) vehicles, a 2001 Dodge 3500 Pickup Truck and a 2005  
10 Ford F-150 Utility Truck that are no longer operable. The cost to repair the vehicles exceeds  
11 their current market value, making it financially impractical to invest in their restoration. *The*  
12 *digest is for informational purposes only and is superseded by the language of the actual ordinance*  
13 *or resolution.*  
14

15 WHEREAS, Plaquemines Port owns two (2) vehicles that are currently non-  
16 functional due to extensive mechanical issues; and

17 WHEREAS, the cost of repairing the vehicles exceeds their current market value, making it  
18 financially impractical to invest in their restoration; and

19  
20 WHEREAS, retaining the non-functional vehicles poses a burden on the organization's resources  
21 and storage capacity without any foreseeable benefit or utility; and  
22

23 WHEREAS, Louisiana law provides that political subdivisions of the state-i.e., the Plaquemines  
24 Parish Council-are permitted to dispose of movable property via online auction and sale;  
25 and  
26

27 WHEREAS, Plaquemines Port has been advised to dispose of the above property through  
28 the service provider GovDeals.com;  
29

30 NOW, THEREFORE:  
31

32 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
33 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
34 DISTRICT THAT after advertising the auction and sale in the official Parish journal 15 days  
35 prior to its listing, Plaquemines Port is hereby authorized to dispose of the following movable  
36 property through an online listing on an as-is, where-is basis for fair market value or better  
37 and further authorizes GovDeals.com, on an as-needed basis to list and sell these vessels on its  
38 website for a period beginning with the adoption of this resolution and continuing until the vehicle  
39 is successfully auctioned. Item to be auctioned: One (1) 2001 Dodge Pickup Truck  
40 VIN#3B6MC36571M560372, Port Asset #2942, and One (1) 2005 Ford F-150 Utility  
41 Pickup VIN#1FTRX12W55NB16718, Port Asset #2A54.  
42

43 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
44 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
45 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately  
46 certify and release this Resolution and that Port employees and officials are authorized to carry  
47 out the purposes of this Resolution, both without further reading and approval by the  
48 Plaquemines Parish Council.  
49

RESOLUTION NO. 24-

The following Resolution was offered by Commissioner Champagne who moved its adoption:

1           A Resolution amending certain terms of Resolution No. 21-269 adopted on  
2           November 4, 2021 regarding the issuance of not exceeding \$300,000,000  
3           Plaquemines Port, Harbor and Terminal District Dock and Wharf Facilities  
4           Revenue Bonds (NOLA Oil Terminal, LLC Project) in order to provide for various  
5           amendments to the provisions thereof; and otherwise to provide with respect  
6           thereto.

7           Digest: The Port seeks to amend the Bond Resolution to increase the maximum interest rate stated  
8           therein and to change the Underwriter from Citigroup Global Markets, Inc. to Morgan Stanley &  
9           Co. LLC and Celadon Financial Group, LLC, and to change the series designation. *The digest is*  
10          *for informational purposes only and is superseded by the language of the actual ordinance or*  
11          *resolution.*

12  
13          WHEREAS, the Plaquemines Port, Harbor and Terminal District (the "Issuer"), a political  
14          subdivision of the State of Louisiana (the "State"), is authorized and empowered to issue revenue  
15          bonds under the authority of Section 39:1430, et seq. of the Louisiana Revised Statutes of 1950,  
16          as amended, and other constitutional and statutory authority (the "Act"), and to use the funds  
17          derived from the sale thereof for the purpose of constructing, acquiring and improving port  
18          facilities; and

19  
20          WHEREAS, the Issuer adopted Resolution No. 21-173 on June 24, 2021 (the "Preliminary  
21          Resolution"), authorizing the execution of a preliminary agreement between the Issuer and NOLA  
22          Oil Terminal, LLC, a Louisiana limited liability company, which is now NOLA Terminal LLC  
23          (the "Company"), and authorizing the issuance of not exceeding \$300,000,000 of revenue bonds,  
24          in one or more series pursuant to the Act; and

25          WHEREAS, the Issuer adopted Resolution No. 21-269 on November 4, 2021 entitled: "A  
26          resolution amending certain terms of Resolution No. 21-173 adopted on June 24, 2021; making  
27          certain findings with respect to and authorizing the issuance of not exceeding \$300,000,000  
28          Plaquemines Port, Harbor and Terminal District Dock and Wharf Facilities Revenue Bonds  
29          (NOLA Oil Terminal, LLC Project) Series 2022; awarding said Bonds to the purchasers thereof;  
30          approving the form and authorizing the execution and delivery of an Indenture of Trust, a Loan  
31          Agreement, a Ground Lease, a Facilities Lease and a Bond Purchase Agreement; fixing the  
32          maturity and rate of interest; authorizing the execution of other documents in connection therewith;  
33          authorizing the officers of the Issuer to do all things necessary to effectuate this resolution; and  
34          providing for other matters in connection with the foregoing" (the "Bond Resolution"); and

35          WHEREAS, the Issuer desires to amend the Bond Resolution to increase the maximum interest  
36          rate stated therein from not exceeding 10% per annum to not exceeding 11% per annum for tax-  
37          exempt bonds and not exceeding 12% per annum for taxable bonds, to change the Underwriter (as  
38          defined in the Bond Resolution) from Citigroup Global Markets, Inc. to Morgan Stanley & Co.  
39          LLC and Celadon Financial Group, LLC, and to change the series designation;

40          NOW, THEREFORE:

41          BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
42          GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
43          DISTRICT THAT Section 1 of the Bond Resolution is hereby amended to read as follows: "The  
44          Preliminary Resolution adopted on June 24, 2021 is hereby amended to increase the maximum  
45          interest rate stated therein from not exceeding 10% per annum to not exceeding 11% per annum  
46          for tax-exempt bonds and not exceeding 12% per annum for taxable bonds and the statutory  
47          authorization is hereby amended to the Act referred to herein."  
48

49          BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
50          GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
51          DISTRICT THAT Section 3 of the Bond Resolution is hereby amended to read as follows: "The  
52          Bonds are hereby authorized to be issued, sold and delivered to Morgan Stanley & Co. LLC and  
53          Celadon Financial Group, LLC, as the underwriters, pursuant to the provisions of the Act and the  
54          Bond Purchase Agreement for the purpose of financing a portion of the costs of the Project. The  
55          Bonds shall be issued in the aggregate principal amount of not exceeding \$300,000,000 and shall

56 be issued as fixed rate bonds bearing interest at rates not to exceed 11% per annum for tax-exempt  
57 bonds and not to exceed 12% per annum for taxable bonds, as set forth in the Indenture, and shall  
58 mature not later than 30 years from the date thereof, all as provided in the Indenture."  
59

60 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
61 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
62 DISTRICT THAT All references to NOLA Oil Terminal, LLC or the Company in the Preliminary  
63 Resolution and the Bond Resolution shall be deemed to be references to NOLA Terminal LLC.  
64

65 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
66 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
67 DISTRICT THAT All references to the Series 2022 Bonds in the Preliminary Resolution and the  
68 Bond Resolution shall be deemed to be references to the not exceeding \$300,000,000 Plaquemines  
69 Port, Harbor and Terminal District Dock and Wharf Facilities Revenue Bonds (NOLA Terminal  
70 LLC Project) which shall have the series designation determined by the Company.  
71

72 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
73 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
74 DISTRICT THAT except as amended herein, all other provisions of the Preliminary Resolution  
75 and the Bond Resolution shall remain in full force and effect.  
76

77 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
78 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
79 DISTRICT THAT this resolution shall become effective immediately.  
80

81 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
82 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
83 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately  
84 certify and release this Resolution and that Port employees and officials are authorized to carry  
85 out the purposes of this Resolution, both without further reading and approval by the  
86 Plaquemines Parish Council.

ORDINANCE NO. 24-

The following Ordinance was offered by Commissioner Edwards who moved its adoption:

1           An Ordinance to eliminate the usage fees or tolls charged for the use of the  
2           ferries operated by the Plaquemines Port, Harbor and Terminal District, and to  
3           amend the appropriation to the Ferry Department to account for the revenue  
4           that was attributable to the usage fees or tolls; and otherwise to provide with  
5           respect thereto.  
6

7           *DIGEST:* Proposed change to eliminate the tolls for use of the ferries and to amend the Port  
8           budget to account for the loss of the usage fee or toll revenue. *The digest is for informational*  
9           *purposes only and is superseded by the language of the actual ordinance or resolution.*

10  
11          WHEREAS, Ordinance No. 21-116 effected the transfer of the Ferry Department and the  
12          operations of the ferries from Plaquemines Parish Government to the Plaquemines Port,  
13          Harbor and Terminal District; and  
14

15          WHEREAS, with the transfer the Plaquemines Port, Harbor and Terminal District was  
16          empowered to establish the usage rates (tolls) for use of the ferries;  
17

18          NOW, THEREFORE:

19  
20          BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE  
21          GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL  
22          DISTRICT THAT:  
23

SECTION 1

24  
25  
26          Effective \_\_\_\_\_, 2024, there will no longer be levied a usage fee or toll for  
27          usage of the ferries.  
28

SECTION 2

29  
30          The Budget of the Plaquemines Port, Harbor and Terminal District is hereby amended as follows:  
31  
32

33          “The revenues attributable to the usage fees or tolls on the ferries, to the extent not yet received as  
34          of the effective date set forth in Section 1, are hereby by removed and a like sum is hereby allocated  
35          from the Port’s Fund Balance for the same expenses.”  
36

SECTION 3

37  
38  
39          The Secretary of this Council is hereby authorized and directed to immediately certify and release  
40          this Ordinance and that Parish officials and employees are authorized to carry out the purposes  
41          of this Ordinance, both without further reading and approval by the Plaquemines Parish  
42          Council.  
43

ORDINANCE NO. 24-

The following Ordinance was offered by Commissioner Champagne who moved its adoption:

An Ordinance authorizing Charles Tillotson, Executive Director of Plaquemines Port, Harbor and Terminal district to purchase the Popich Building and property for a mutually agreed upon price following an appraisal; and otherwise to provide with respect thereto.

*DIGEST:* This Ordinance authorizes Charles Tillotson, Executive Director of Plaquemines Port, Harbor, and Terminal District to purchase the Popich Building and property for its own public purposes. *The digest is for informational purposes only and is superseded by the language of the actual ordinance or resolution.*

WHEREAS, Plaquemines Parish Government has determined Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine Division located at 8056 Highway 23 Belle Chasse, LA (Popich Building and property) and Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent to the Popich Building), both properties on a plan of survey by Hugh McCurdy III dated May 1, 1985, are no longer needed for its own public purposes; and

WHEREAS, the Plaquemines Port, Harbor and Terminal District has determined it would be in its best interest to purchase Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine Division located at 8056 Highway 23 Belle Chasse, LA (Popich Building and property) and Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent to the Popich Building) Belle Chasse, LA for its own public purposes; and

WHEREAS, Plaquemines Parish Government obtained an appraisal dated August 30, 2023 for both properties, and the fair market value of each was determined to be the following:

For Lots A-1, R.C. Kent, Sr. Divisions, and Lot V-1, Vidrine Division located at 8056 Highway 23 Belle Chasse, LA (Popich Building and property), the Fair Market Value was determined to be \$2,600,000.

For Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent to the Popich Building), the Fair Market Value was determined to be \$129,590.00;

WHEREAS, the combined fair market value of both properties was determined to be \$2,729,590.00; and

WHEREAS, the Plaquemines Port Harbor and Terminal District will seek its own appraisal for the Popich Building, as well as the adjacent lots; and

WHEREAS, following the completion of the Port's appraisal, the Plaquemines Parish Government will enter into a mutually agreed upon Purchase and Sale Agreement; and

WHEREAS, any current or future lease agreements within the building will transfer at the time of sale from the Plaquemines Parish Government to Plaquemines Port Harbor & Terminal District;

NOW, THEREFORE:

BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE GOVERNING AUTHORITY FOR THE PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT

SECTION 1

It hereby authorizes Charles Tillotson, Executive Director of Plaquemines Port, Harbor, and Terminal district to purchase Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine Division located at 8056 Highway 23 Belle Chasse, LA (Popich Building and property) for \_\_\_\_\_ and Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent to the Popich Building) for \_\_\_\_\_ to Plaquemines Parish Government.

SECTION 2

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Port employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.



ORDINANCE NO. 24-

The following Ordinance was offered by Council Member LaFrance who moved its adoption:

1           An Ordinance to amend the 2024 General Fund, Operating Expenditure Budget,  
2           Registrar of Voters Department; and otherwise to provide with respect thereto.

3   DIGEST: An ordinance to amend the 2024 Operating Expenditure Budget by appropriating  
4   \$55,000 to the Registrar of Voters Department to purchase a new vehicle. *The digest is for*  
5   *informational purposes only and is superseded by the language of the actual ordinance or*  
6   *resolution.*

7  
8   WHEREAS, a review of the operating expenditure budget was performed, and an amendment is  
9   necessary;

10   NOW, THEREFORE:

11   BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

13   The 2024 General Fund, Operating Expenditure Budget, Registrar of Voters Department is  
14   amended by appropriating \$55,000 from the General Fund Unreserved Undesignated Fund  
15   Balance as follows:

<b>Fund:</b> 001 General Disposal			
<b>Dept/Div:</b> 576-2880 Registrar of Voters Dept.			
<b>Object</b>	<b>Description</b>	<b>Inc/ Dec</b>	<b>Amendment</b>
561.020	Vehicles – Light Trucks & Vans	Inc	55,000

SECTION 2

24   The Secretary of this Council is hereby authorized and directed to immediately certify and release  
25   this Ordinance and that Parish employees and officials are authorized to carry out the purposes of  
26   this Ordinance, both without further reading and approval by the Plaquemines Parish Council.



ORDINANCE NO. 24-

The following Ordinance was offered by Council Member Champagne who moved its adoption:

1           An Ordinance to declare Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine  
2           Division located at 8056 Highway 23 Belle Chasse, LA (Popich Building and  
3           property) and Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent  
4           to the Popich Building) surplus property and authorize the Parish President to do  
5           all things necessary and proper, according to law, to sell the aforementioned  
6           properties to the Plaquemines Port, Harbor and Terminal District; and otherwise to  
7           provide with respect thereto.

8           DIGEST: This Ordinance authorizes the Parish President to do all things necessary proper,  
9           according to law, to sell the Popich Building and the Adjacent parking lot properties to the  
10          Plaquemines Port, Harbor and Terminal District for a total price of \$2,729,590.00. *The digest is*  
11          *for informational purposes only and is superseded by the language of the actual ordinance or*  
12          *resolution.*

13  
14          WHEREAS, Plaquemines Parish Government has determined Lots A-1, R.C. Kent, Sr. Divisions  
15          and Lot V-1, Vidrine Division located at 8056 Highway 23 Belle Chasse, LA (Popich Building  
16          and property) and Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent to the  
17          Popich Building), both properties on a plan of survey by Hugh McCurdy III dated May 1, 1985,  
18          are no longer needed for its own public purposes; and

19  
20          WHEREAS, the Plaquemines Port, Harbor and Terminal District has determined it would in its  
21          best interest to purchase Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine Division located  
22          at 8056 Highway 23 Belle Chasse, LA (Popich Building and property) and Lots V-2 and V-3,  
23          Vidrine Division (currently parking lots adjacent to the Popich Building) Belle Chasse, LA for its  
24          own public purposes; and

25  
26          WHEREAS, Plaquemines Parish Government obtained an appraisal dated August 30, 2023  
27          (Exhibit 1) for both properties and the fair market value of each were determined to be the  
28          following:

29  
30          For Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine Division located at 8056 Highway 23  
31          Belle Chasse, LA (Popich Building and property), the Fair Market Value was determined to be  
32          \$2,600,000.

33  
34          For Lots V-2 and V-3, Vidrine Division (currently parking lots adjacent to the Popich Building),  
35          the Fair Market Value was determined to be \$129,590.00;

36  
37          WHEREAS, the combined fair market value of both properties was determined to be  
38          \$2,729,590.00;

39          NOW, THEREFORE:

40  
41          BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

42  
43  
44          It hereby authorizes the Parish President to do all things necessary and proper, according to law,  
45          to sell Lots A-1, R.C. Kent, Sr. Divisions and Lot V-1, Vidrine Division located at 8056 Highway  
46          23 Belle Chasse, LA (Popich Building and property) for \$2,600,000 and Lots V-2 and V-3, Vidrine  
47          Division (currently parking lots adjacent to the Popich Building) for \$129,590.00 to the  
48          Plaquemines Port, Harbor and Terminal District.

SECTION 2

49  
50  
51  
52          The Secretary of this Council is hereby authorized and directed to immediately certify and release  
53          this Ordinance and that Parish employees and officials are authorized to carry out the purposes of  
54          this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

**APPRAISAL  
OF  
REAL PROPERTY  
ASSOCIATED WITH**

**TRACT NO.:** LOTS V-1, V-2, AND V-3, VIDRINE  
DIVISION, VIDDRINE CANAL,  
AND LOT 1 R.C. KENT, SR. DIVISION  
SECTION 2, T-14-S, R-24-E, BELLE CHASSE  
**OWNERSHIP:** PLAQUEMINES PARISH GOVERNMENT  
**PROJECT:** POPICH BUILDING  
**PARISH:** PLAQUEMINES PARISH, LOUISIANAOUR  
**FILE #:** RRL-23-037

**FOR:**

**MR. RENNIE BURAS  
PARISH ATTORNEY  
PLAQUEMINES PARISH GOVERNMENT  
333 F. EDWARD HEBERT BOULEVARD, BUILDING 100  
BELLE CHASSE, LOUISIANA 70037**



**BY:**

**RRL REAL ESTATE APPRAISAL, L.L.C.  
POST OFFICE BOX 208-10038 MARTIN STREET  
ST. FRANCISVILLE, LOUISIANA 70775**

## TABLE OF CONTENTS

### INTRODUCTION

Title Page	Page	1
Table of Contents	Page	2
Letter of Transmittal	Pages	3 - 4
Certification of the Appraiser	Page	5
Photographs of the Subject Property	Pages	6 - 15
Assumptions and Limiting Conditions	Pages	16 - 17

### DESCRIPTIVE DATA

Market Area Data	Pages	18 - 19
The Appraisal Problem	Pages	20 - 21
Description of the Property	Pages	22 - 23

### ANALYSIS AND CONCLUSIONS

Highest and Best Use Analysis	Page	24
Market Data Approach (Land Only)	Pages	25 - 26
Cost Approach	Pages	27 - 28
Market Data Approach (Whole Property)	Pages	29 - 31
Income Approach	Pages	32 - 42
Summary and Conclusion	Page	43

### ADDENDA

Location Map of the Subject and Sales	EXHIBIT	A
Survey of the Subject Property	EXHIBIT	B
Floor Plans of the Subject Property	EXHIBIT	C
Zoning for the Subject Property	EXHIBIT	D
Flood Zone Map of the Subject Property	EXHIBIT	E
Sales Data Vacant Land	EXHIBIT	F
Sales Data Whole Property	EXHIBIT	G
Qualifications of the Appraiser	EXHIBIT	H



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August 30, 2023

Mr. Rennie Buras  
Parish Attorney  
Plaquemines Parish Government  
333 F. Edward Hebert Boulevard, Building 100  
Belle Chasse, Louisiana 70037

RE: Appraisal of  
Lots V-1, V-2, and V-3, Vidrine Division, Vidrine Canal, and Lot 1  
R.C. Kent, Sr. Division,  
Section 2, T-14-S, R-24-E, Belle Chasse,  
Plaquemines Parish, Louisiana  
Our File # RRL-23-037

Dear Mr. Buras,

Pursuant to your request, the undersigned appraiser has made a personal and careful analysis of the property and has thoroughly analyzed matters pertinent to the estimation of value of said property. The purpose of this appraisal is to provide an opinion of the market value of the above captioned property. Please note that the building has superadequacies associated with the FEMA Headquarters and are outside the scope of this appraisal (reference is made to Assumptions and Limiting Conditions).

The term "Market Value" as used herein is defined as "the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress."

The Term "Market Rent" as used herein is defined as "the rental income that a property would most probably command in the open market; indicated by the current rents paid and asked for comparable space as of the date of appraisal."

The Opinion of Market Value for the Subject Property as of August 21, 2023 was:

<b>The Opinion of Market Value of "The Popich Building"*:</b>	<b>\$2,600,000.00</b>
<b>The Opinion of Market Value of Excess Land</b>	<b>\$ 129,590.00</b>

Respectfully submitted,



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Rebecca A. Rothschild  
L.A. State Certified General Appraiser #1087

## CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief,

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- That I have not revealed the findings and results of such appraisal to anyone other than the client and I will not do so until I am required by due process of law, or until I am released from this obligation by having publicly testified to such findings.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professions Appraisal Practice.
- I have personally viewed the property that is the subject of this report.
- Jesse Paul Jude Landry provided significant professional assistance to the person signing this report.
- I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The reported analyses, opinions, and conclusions were developed, and the report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of the Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, I Rebecca Ann Rothschild has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute;



DATE: 8/30/2023

\_\_\_\_\_  
Rebecca A. Rothschild  
LA State Certified General Appraiser #G1087

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**

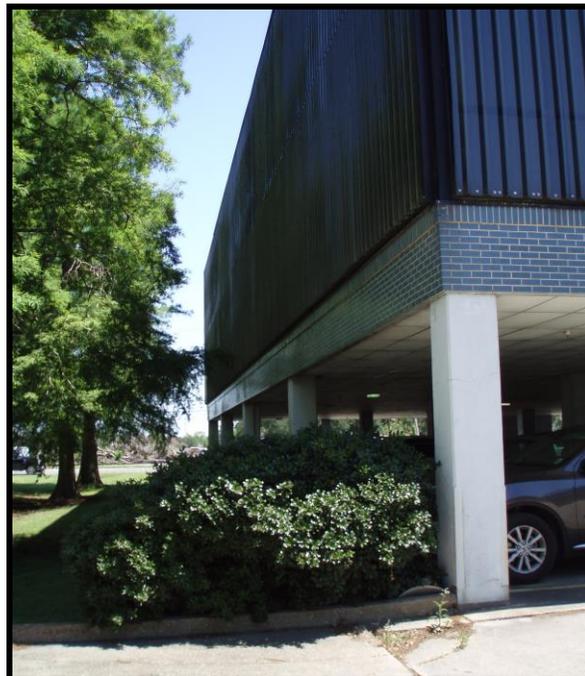


Sketch only

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Looking East along Belle Chasse Highway.  
DATE PHOTO TAKEN: 5/2/2023



VIEW: Looking along Northern Property Line from Rear of Subject.  
DATE PHOTO TAKEN: 5/2/2023

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Lot V-1 from South Line  
DATE PHOTO TAKEN: 5/2/2023



VIEW: Lots V-2 and V-3 from Belle Chasse Highway  
DATE PHOTO TAKEN: 5/15/2013

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Ground Floor/Parking  
DATE PHOTO TAKEN: 5/2/2023



VIEW: Typical Office 2nd Floor Under Renovation  
DATE PHOTO TAKEN: 5/2/2023

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Break Room 2nd Floor  
DATE PHOTO TAKEN: 5/2/2023



VIEW: Women's Restroom 2nd Floor  
DATE PHOTO TAKEN: 5/2/2023

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**

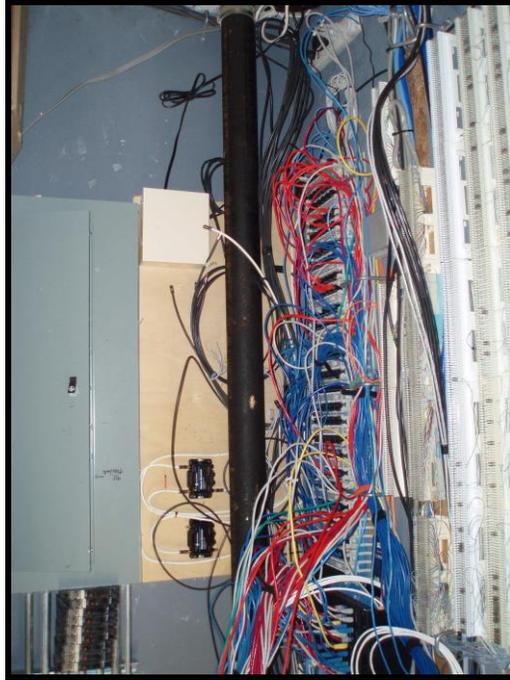


VIEW: Men's Restroom 2nd Floor  
DATE PHOTO TAKEN: 5/2/2023



VIEW: Foyer 2nd Floor  
DATE PHOTO TAKEN: 4/8/2013

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**

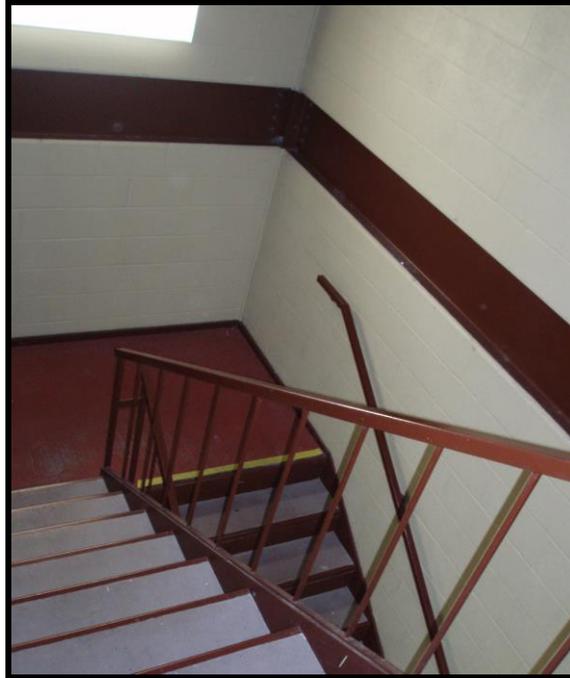


VIEW: Communications Closet 2nd Floor  
DATE PHOTO TAKEN: 4/8/2013



VIEW: Parish President's Office 2nd Floor  
DATE PHOTO TAKEN: 5/2/2013

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Stairwell  
DATE PHOTO TAKEN: 4/8/2013



VIEW: Foyer 3rd Floor  
DATE PHOTO TAKEN: 4/8/2013

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Typical Office 3rd Floor  
DATE PHOTO TAKEN: 4/8/2013

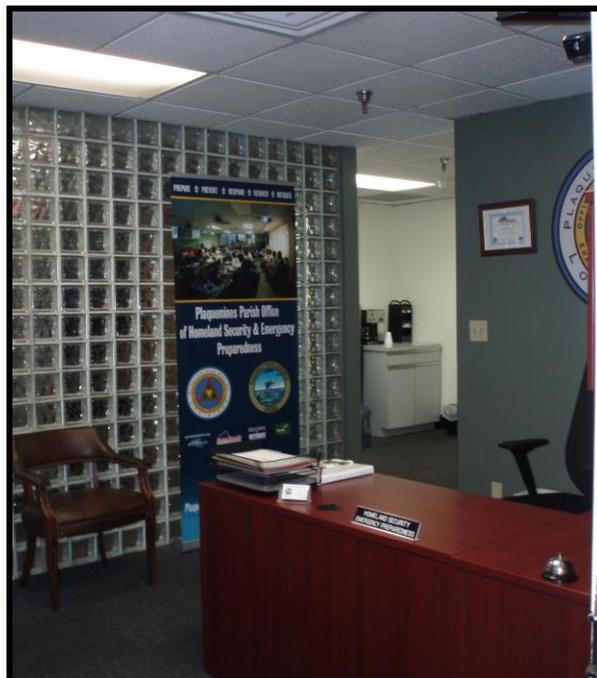


VIEW: Copy Center/Break Area 3rd Floor  
DATE PHOTO TAKEN: 4/8/2013

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



VIEW: Men's Restroom 3rd Floor  
DATE PHOTO TAKEN: 4/8/2013



VIEW: Emergency Response Center 3rd Floor  
DATE PHOTO TAKEN: 5/2/2023

## **ASSUMPTIONS AND LIMITING CONDITIONS**

This appraisal is made under the following assumptions and limiting conditions:

No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

The property is appraised free and clear of any and all liens and encumbrances unless otherwise stated in this report.

Responsible ownership and competent property management are assumed unless otherwise stated in this report.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property., maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act.

**ASSUMPTIONS AND LIMITING CONDITIONS, (Continued):**

The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

**The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous material may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them.**

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

**It is assumed that there are no existing leases or other encumbrances on the Subject Property. Should proof of the existence of either of these items be provided to the appraiser at a later date, the opinion of market value may or may not have to be re-addressed.**

**For appraisal purposes at the request of the Client/Intended User the Lots A-1, R.C. Kent, Sr. Division and Lot V-1, Vidrine Division (inclusive of the Vidrine Canal, reference is made to EXHIBIT B) which are improved with a 3 story office building referred to as "The Popich Building" and its parking are to be valued separately from Lots V-2 and V-3, Vidrine Division. Lots V-2 and V-3 are contiguous vacant tracts of land. Henceforth, Lot A-1, Vidrine Canal, and Lot V-1 will be referred to as "The Popich Building" Tract and Lots V-2 and V-3 will be referred to as the Excess Land Tract.**

**The building has superadequacies associated with the FEMA Headquarters and are outside the scope of this appraisal.**

## **MARKET AREA DATA**

### **PARISH DATA**

#### **History**

Plaquemines Parish encompasses the mouth of the Mississippi River, and this area along with the entire Mississippi River Valley was claimed for France through Sieur de La Salle's exploration between 1682 and 1687. Several years after the Louisiana Purchase, the parish was created. Louisiana Governor Jean Baptiste, Sieur de Bienville named the parish Plaquemines, which was the French/Indian dialect word for persimmon, because of the large number of persimmons grown in the area.

#### **Government**

Plaquemines Parish is governed by a ten member Parish Council and a Parish President. The legislative functions of the Council include enacting ordinances and resolutions, establishing programs, and setting policy. The President acts as Parish Administrator, whose duties include preparing the Budget, hiring personnel, and negotiating contracts.

#### **Population**

As of the 2020 Census, the parish had a population of 23,550 people a decrease in population of 5.15% since 2010. Belle Chase, situated in the northern portion of the Parish on the West Bank of the Mississippi River in close proximity to New Orleans, is the largest community in the Parish.

#### **Geography**

Plaquemines Parish is located just south of Orleans Parish on the east and west bank of the Mississippi River. The Parish seat is Pointe a la Hache on the East Bank. The parish is bounded to the north by Orleans Parish, to the east by St. Bernard Parish, to the south by the Gulf of Mexico, and to the west by Jefferson Parish. The Parish is largely composed of flat sea-level or below sea-level land formed by the Mississippi River depositing soils. Most of the communities have developed along the Mississippi River.

#### **Climate**

Plaquemines Parish has a semi tropical climate with average temperatures of 54° F in January and 82° F in July, with an annual average of 68° F. The average annual Rainfall for the Parish is 54 inches.

## **MARKET AREA DATA, (Continued);**

### **Education**

Prior to Hurricane Katrina, Plaquemines Parish has 7 Public schools and 2 Private Schools. There are 12 Colleges/Universities and 4 Community Colleges within a few hours drive of Plaquemines Parish. There is one state funded and parish supported technical institute, which serves the area's vocational training needs.

### **Transportation**

Plaquemines Parish is accessible by LA Highway 23 on the West Bank and LA Highway 39 on the East Bank. Both LA Highways 23 and 39 connect to I-10. There are two car and pedestrian ferries that connect the East and West Banks; one at Belle Chase and one at Point a la Hache. The Alvin Callendar Naval Air Station is located in Belle Chase and services military and federal agency aircraft for the Greater New Orleans area. There are two companies providing rail service in the parish including Norfolk Southern and New Orleans & Lower Coast. railroad companies.

## **BELLE CHASSE AREA DATA**

Belle Chasse is situated on the west bank of the Mississippi River. It is the largest town in Plaquemines Parish and is the major commercial center for the parish. The Naval Base is located here. After the courthouse fire in early 2000's and hurricane Katrina the governmental offices relocated to Belle Chasse. The industrial development is focused along Engineers road and the Intracoastal Water Way, while the commercial development is concentrated along LA Highway 23 between the waterway and the entrance to the Naval Air Base.

The Subject Property is more specifically located on the south side of LA Highway 23 or Belle Chasse Highway between Schlieff Drive and Villary Street. This portion of the highway is commercially developed with restaurants, small businesses, shops, schools, etc. The property adjacent to the western boundary line is the Regions Bank Building recently purchased by the Plaquemines Parish Sherriff's Department and the property on eastern boundary line is commercially developed.

Source: Information supplied by the Plaquemines Parish Department of the River Region Chamber of Commerce, 601 Poydras Street, New Orleans, Louisiana 70130, (504) 527-6900.  
[www.plaqueminesparish.com](http://www.plaqueminesparish.com)  
[www.LaCoast.gov](http://www.LaCoast.gov)

## **THE APPRAISAL PROBLEM**

### **PROPERTY IDENTIFICATION**

The Subject Property is located on the south side of Belle Chasse Highway between Schlieff Drive and Villary Street in Belle Chasse, Plaquemines Parish, Louisiana. The physical address is 8056 Belle Chasse Highway. Reference is made to EXHIBITS A and B.

### **LEGAL DESCRIPTION**

The Subject Property may be described as Lots V-1, V-2, and V-3, Vidrine Division and Lot 1 R.C. Kent, Sr. Division, Section 2, T-14-S, R-24-E, Belle Chasse, Plaquemines Parish, Louisiana. Reference is made to Assumptions and Limiting Conditions.

### **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to provide an opinion of market value of the Subject Property in Fee Simple Ownership Interest or *full ownership* for "The Popich Building" and the Excess Land Tract (reference is made to Assumptions and Limiting Conditions) as of the appraisal date for internal use by the client/intended user. In addition the appraisers were asked to provide an opinion of market rent for "The Popich Building" as a whole and for the 2nd and 3rd Floors individually for internal use by the client/intended user.

### **SCOPE OF THE APPRAISAL**

In preparing this appraisal, the appraiser:

1. Inspected and gathered data on the Subject Property and Market Area.
2. Gathered and confirmed information on Vacant Land and Improved Sales
3. Analyzed the data and applied the Market Data Approach as Vacant and Improved.
4. Analyzed the data and applied the Cost Approach.
5. Analyzed the data and applied the Income Approach

### **PROPERTY RIGHTS APPRAISED**

Fee Simple Ownership Interest may be defined as "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." The Dictionary of Real Estate Appraisal, 3<sup>rd</sup> Edition, Chicago, IL; © 1993, Pg. 140. This term is synonymous with *full ownership* with respect to Louisiana civil law.

**THE APPRAISAL PROBLEM, (Continued);**

**DATE OF THE APPRAISAL**

The date to which the value estimate is applied was August 21, 2023. The date of the report is August 3, 2023. The exposure time is estimated to be six months.

**CLIENT/INTENDED USER**

This Appraisal was made at the request of Mr. Rennie Buras, Parish Attorney, Plaquemines Parish Government, 333 F. Edward Hebert Drive, Building 100, Belle Chasse, Louisiana 70037.

## **PROPERTY DESCRIPTION**

### **LAND**

"The Popich Building": This parcel is composed of Lots A-1, Vidrine Canal, and Lot V-1 with a combined area of 32,288.32± SF and 172.48' fronting Belle Chasse Highway. Lot A-1 is a parallelogram shaped parcel 95.02'/97.16' x 200' containing 19,218.00± SF. The Vidrine Canal Parcel is a mostly rectangular parcel of covered and paved drainage canal 23.43'/16.89' x 200'/149.07' containing 3,824 SF. Lot V-1 is an irregular shaped parcel of paved land 50.25'/67.95' x 154.25'/155.26' containing 9,146.32± SF.

"Surplus Land": This parcel is composed of Lots V-2 and V-3 with a combined area of 15,067.55 SF and 100.25' fronting Belle Chasse Highway. Lot V-2 is a rectangular shaped parcel of vacant land 50.25' x 154.20' containing 7,748.55 SF, and Lot V-3 is a rectangular shaped parcel of vacant land 50.00' x 146.38' containing 7,319.00 SF. Reference is made to EXHIBIT B.

### **IMPROVEMENTS**

The Subject Property is improved with three story office building, containing 22,586 ± SF of gross building area. The first floor is covered parking with 618 SF of enclosed area of which 238 SF contains the elevator, lobby, and equipment rooms and 380 SF contains the two stairwells. The second floor has 10,984 SF of enclosed area of which 1,083 SF are common areas with the elevator, lobby, restrooms, electrical rooms, and stairwells and the remaining 9,901 SF is rentable office space. The third floor's square footage is the same as the second. The Improvements are approximately 30 years old. The building was constructed in 1983 and was renovated in 2006 after Hurricane Katrina. The Improvements are currently under renovation with the second floor being refinished a second time including new carpeting, repainted walls, and new floor tiles. Additionally, a new A/C system has been installed for the entire building.

The structure is steel frame with cast in place concrete. The lower facade is brick and the second and third floor facade is glazed aluminum curtains walls of clear vision glass and mirror finished spandrel glass. The roof is built up asphalt placed over cellular polystyrene and held in place with gravel ballast.

The interior, with the exception of the stairwells and restrooms, has metal studs with gypsum board panels walls, carpet over concrete floors, and acoustical suspended tiles. The stairwells are concrete with metal stairs and the restrooms have vinyl tiles. The building has superadequacies associated with the FEMA Headquarters and are outside the scope of this appraisal (reference is made to Assumptions and Limiting Conditions).

Reference is made to EXHIBIT C and photos shown above and to the Inspection Report dated September 2005 by George Hero Architect, LLC in the files of the Client/Intended User.

## **PROPERTY DESCRIPTION (Continued):**

### **ZONING**

The Subject Property is zoned C-2; Commercial District. Reference is made to EXHIBIT D.

### **FLOOD ZONE**

The Subject Property is located in Flood Zone B. This information is based upon FEMA data. Reference is made to Exhibit E. *Please consult the appropriate agency/agencies for detailed flood zone information with regards to the purchase of flood insurance and/or development.*

### **UTILITIES**

The Subject Property has access to all public utilities.

### **PROPERTY TRANSACTIONS**

No arms length sales transactions have occurred within the past 5 years. On 10/31/2005 Plaquemines Parish purchased Lots V-1, V-2, and V-3, Vidrine Division, and Lot 1 R.C. Kent, Sr. Division, Section 2, T-14-S, R-24-E, Belle Chasse, Plaquemines Parish for \$2,148,376 COB 1102/Folio 370 from Popich Lands, L.L.C., and on 2/16/2006 Plaquemines Parish Government purchased Vidrine Canal, Vidrine Division, Section 2, T-14-S, R-24-E, Belle Chasse, Plaquemines Parish the property from Equiland, Inc. for \$51,624 COB 1180/Folio 578.

### **TAXES AND ASSESSMENT**

This property is owned by Plaquemines Parish Government and is tax exempt. However, Land is assessed at 10% of Market Value and Improvements are assessed at 15% of Market Value.

## **HIGHEST AND BEST USE ANALYSIS**

Highest and Best Use is that legal, reasonable and probable use which will support the highest present value as of the date of the appraisal. Alternatively, it is the most profitable likely use to which a property can be put. It may be measured in terms of the present worth of the highest net return that the property can be expected to produce over a stipulated long run period of time.

In order to estimate the Highest and Best Use, it is necessary to study existing land use patterns in the area as well as the four tests, which determine the Highest and Best Use.

The tests are as follows:

1. The use must be physically possible. Consideration must be given to roads, topography, soil climate and size to determine the possible unity of the site.
2. The use must be legally permitted. Zoning regulations, building codes, restrictive covenants, environmental regulations as well as easements can limit the type of improvements that may be constructed on a site.
3. The use must be economically feasible. There must be demand for the potential use.
4. The use must be that which is the most profitable, yielding the maximum returns.

### **Highest and Best Use as Vacant**

The Subject Property's location on the major commercial corridor of Plaquemines Parish, along with its size and large amount of highway frontage indicate a good site for a small retail center, professional offices, or gas station/convenience store. Therefore, after applying the four tests listed above, the Highest and Best Use of the Subject Property is for commercial development.

### **Highest and Best Use as Improved**

The Subject Property is improved with a three-story office building in a heavy commercial corridor. Since the Subject Property's construction, it has been an owner-occupied office building with surplus office space leased out. In addition, all office spaces are located on the second and third floors leaving no ground floor office space that could double as retail space, such as a bank branch. After applying the four tests listed above, the Highest and Best Use of the Subject Property would be continued use as a primarily owner-occupied office building.

## MARKET DATA APPROACH (LAND ONLY)

The Market Data Approach compares the subject property to similar properties, which have recently sold. The application of this approach is an analysis comparing the subject to actual market transactions. The degree of comparability of recent sales with respect to value factors such as location, size and shape, and any other amenities, etc., is determined by the appraiser and the most comparable sales are selected as being indicative of the range in which the value of the subject property will fall. Although there will be found deviations from the market norm among individual sales, an active market where many sales can be found tends to reflect a pattern which indicates the actions of buyers and sellers and provides a good indication of market value.

After reviewing multiple sales in the Subject Market Area, the appraiser deemed six Sales to be most comparable. (Reference is made to EXHIBIT F for detailed Sales Data). After conducting a paired sales analysis, an adjustment of 2.5% per annum was made for Market Conditions. Adjustments for location, size, frontage, and corner influence were qualitative. Reference is made to the following page for an analysis chart.

After ranking the sales data the Subject Property fell between Vacant Sales 2 and 9. After an analysis of the Sales data, focusing on Vacant Sale 2 which was superior in size only to the Subject, it is the appraiser's opinion that the indicated price per square foot of the Subject Property is \$8.60.

### Popich Building

		SALE	SIZE	PRICE	TIME		RANKINGS				NET RAN.
SALE	DATE	PRICE	SF	PER SF	ADJ.	IND.	L	S	T	C	
VS 2	4/13/21	\$500,000	60,984.00	\$8.20	5%	\$8.61	=	+	=	=	+=
<b>Popich Bldg</b>			32,188.32								
VS 9	10/16/13	\$89,000	15,314.30	\$5.81	25%	\$7.26	=	-	=	=	==
VS 7	2/10/23	\$65,000	14,055.00	\$4.62	0%	\$4.62	-	-	=	=	--
VS 8	12/3/19	\$60,500	14,055.00	\$4.30	7.5%	\$4.63	-	-	=	=	--
VS 5	11/5/20	\$82,500	15,434.00	\$5.35	7.5%	\$5.75	-	-	-	+	---+
VS 6	10/22/20	\$70,000	12,692.00	\$5.52	7.5%	\$5.93	-	-	-	=	---=

L-Location	+	Superior to Subject
S-Size	=	Same as Subject
T-Topography	-	Inferior to Subject
C-Corner		

**MARKET DATA APPROACH (LAND ONLY), (Continued):**

**Excess Land**

SALE	DATE	SALE	SIZE	PRICE	TIME	IND.	RANKINGS				NET RAN.
		PRICE	SF	PER SF	ADJ.		L	S	T	C	
VS 2	4/13/21	\$500,000	60,984.00	\$8.20	5%	\$8.61	=	+	=	=	====
VS 5	11/5/20	\$82,500	15,434.00	\$5.35	7.5%	\$5.75	=	=	=	+	====+
Excess Land			15,067.55								
VS 8	12/3/19	\$60,500	14,055.00	\$4.30	7.5%	\$4.63	-	=	=	=	====
VS 9	10/16/13	\$89,000	15,314.30	\$5.81	25%	\$7.26	-	=	=	=	====
VS 6	10/22/20	\$70,000	12,692.00	\$5.52	7.5%	\$5.93	-	=	-	=	====
VS 7	2/10/23	\$65,000	14,055.00	\$4.62	0%	\$4.62	-	=	-	=	====

L-Location + Superior to Subject  
 S-Size = Same as Subject  
 T-Topography - Inferior to Subject  
 C-Corner

**COMPUTATIONS**

**"Popich Building" Land**

32,188.32 SF x \$8.60/SF = \$276,819.55  
 SAY: \$276,820.00

**"Surplus Land"**

15,067.55 SF x \$8.60/SF = \$129,580.93  
 SAY: \$129,590.00

**ESTIMATED VALUE BY THE MARKET DATA APPROACH ("Popich Building" Land Only)**

**\$276,820 RND**

**ESTIMATED VALUE BY THE MARKET DATA APPROACH ("Surplus Land" Land Only)**

**\$129,590 RND**

## **COST APPROACH**

The Cost Approach to value consists of the estimated reproduction cost new of the improvements, less accrued depreciation from all causes, plus the estimated value of the underlying land as ascertained in the previous section of this report.

Replacement cost new entails utilizing modern materials and construction methods to estimate a building functioning in the same capacity as the Subject.

Depreciation is the difference between the reproduction or replacement cost to the improvements and its present value as of the appraisal date. From the estimated cost of reproducing the building, a loss in value from depreciation must be deducted. Depreciation is measured by physical deterioration, which takes into account the physical wearing out of components, functional obsolescence, which takes into consideration decreased utility due to outmoded components, structural deficiencies, and economic obsolescence, which results from factors external to the property.

Both physical deterioration and functional obsolescence can be curable and/or incurable. The test of curability is not only a question of whether a defect, deficiency, or super adequacy can be corrected, but if it is economically feasible to do so.

A physical age/life technique was used to measure physical deterioration. This method assumes that physical deterioration occurs at a constant annual average rate over the normal life of the improvements. It is deducted as a percentage from the cost new to arrive at the depreciated value of the improvements. In the Subject case it also includes the physically curable items. The appraiser used the Marshall Valuation Service, a nationally recognized valuation service reporting actual construction costs, for estimating the current cost of the Subject improvements.

The appraiser used the Lump Sum-Square Foot Method based on the quality of materials and workmanship; this method of valuation is illustrated on the following page. As it is impossible to reproduce the quality and materials found in the Subject Property, this Approach is use as a guide only.

The Subject Property is improved with three story office building, containing 22,586 ± SF of gross building area. The first floor is covered parking with 618 SF of enclosed area of which 238 SF contains the elevator, lobby, and equipment rooms and 380 SF contains the two stairwells. The second floor has 10,984 SF of enclosed area of which 1,083 SF are common areas with the elevator, lobby, restrooms, electrical rooms, and stairwells and the remaining 9,901 SF is rentable office space. The third floor's square footage is the same as the second. The Improvements are approximately 30 years old. The building was constructed in 1983 and was renovated in 2006 after Hurricane Katrina. It is currently under renovation again with new carpeting and vinyl tiling and repainted walls in the second floor as well as a new full-building A/C system.



## **SALES COMPARISON ANALYSIS (WHOLE PROPERTY)**

The Subject Property is improved with a two-story office building. This building is of average condition constructed of a glass and brick façade. Parking space occupies the ground level with the top two stories making up the economic office space. It is possessed of numerous superadequacies referenced in the assumptions and limiting conditions section of this report. It is currently being leased to one governmental entity and one private entity.

The appraiser reviewed 5+ Sales of office buildings in the Subject area between 2013 and 2023 and deemed 3 to be most comparable. The market is static in the wake of the COVID-19 Pandemic and no adjustment was made for Market Conditions after 2020. Prior to 2020, a market adjustment of 2.5% per annum was applied. Adjustments were made for size, flood zone, number of stories, and condition with additional metrics such as quality and type of construction considered equal. Reference is made to the following page for an analysis chart.

Improved Sale 1- This is a March 2016 sale of a large, 1 story steel frame building with a stone and metal facade in average/below average condition on a large site. It is located along a heavily trafficked roadway and is partially within flood zone A. The sale is a combination of finished office space and warehouse space. Based upon market research, a price per square foot of \$20 was derived for warehouse space at the time of sale. Through the process of allocation, a price per square foot of \$73.29 was determined for office space by finding the remainder of the sales price after subtracting the price of the warehouse space. It is similar to the Subject Property in location, site size, overall quality of construction, aspects of exterior construction, and aspects of interior construction.

Improved Sale 2- This is a February 2017 sale of a two-story steel frame building with a concrete and glass facade in very good condition. It is located along a major thoroughfare and somewhat smaller than the subject. It is similar to the Subject Property in flood zone, site size, number of stories, aspects of exterior construction, and aspects of interior construction.

Improved Sale 3- This is a February 2019 sale of a two-story steel frame building with a concrete and metal facade in very good condition. It is located along a major thoroughfare and of roughly comparable size to the subject. Similar to Improved Sale 1, the subject of this sale is a mixed office/warehouse, and the same process of allocation was used to determine its price per square foot of office space with the exception of an updated market-derived price per square foot of \$60 for warehouse space. It is similar to the Subject Property in flood zone, site size, number of stories, aspects of exterior construction, and aspects of interior construction.

After analyzing the sales data, and developing a weighted average favoring Improved Sales 2 and 3, the appraiser's opinion of value is \$119/SF GBA

**SALES COMPARISON ANALYSIS (WHOLE PROPERTY), (Continued):**

	<b>Subject</b>	<b>Improved 1</b>	<b>Adj</b>	<b>Improved 2</b>	<b>Adj</b>	<b>Improved 3</b>	<b>Adj</b>
<b>Address</b>	8056 Highway 23, Belle Chasse	2520 Belle Chasse Highway, Gretna		1820 Belle Chasse Highway, Gretna		9157 Louisiana Highway 23, Belle Chasse	
<b>Sale Price</b>		\$1,400,000		\$1,800,000		\$1,625,000	
<b>SF GBA</b>	22,586	41,985		16,357		18,250	
<b>Price/SF GBA</b>		\$73.29	\$73.29	\$110.04	\$110.04	\$148.33	\$148.33
<b>Sale Date</b>		3/25/2016	10%	2/7/2017	7.5%	2/4/2019	2.5%
<b>Indicated</b>			\$80.62		\$118.30		\$152.04
<b>Location</b>	Major Rd Plaquemines	Major Rd Jefferson	0%	Major Rd Jefferson	0%	Major Rd Plaquemines	0%
<b>Size</b>	22,586	41,985	-25%	16,357	10%	18,250	0%
<b>Flood Zone</b>	X	X/AE	10%	X	0%	X	0%
<b>Site Size</b>	32,288	107,463	0%	49,658	0%	82,217	0%
<b>Stories</b>	2/3	1	10%	2	0%	2	0%
<b>Condition</b>	Average	Average/-	10%	Very Good	-10%	Very Good	-10%
<b>Construction</b>	Steel Frame	Steel Frame	0%	Steel Frame	0%	Steel Frame	0%
<b>Exterior</b>	Brick and glass façade	Stone façade, metal	0%	Concrete and glass façade	0%	Concrete façade, metal	0%
<b>Interior</b>	Painted gypsum board walls, commercial carpet, vinyl tiles, and acoustic tile ceilings	Painted gypsum board walls, commercial carpet, vinyl tiles, and acoustic tile ceilings	0%	Painted gypsum board walls, commercial carpet, vinyl tiles, and acoustic tile ceilings	0%	Painted gypsum board walls, commercial carpet, vinyl tiles, and acoustic tile ceilings	0%
<b>Net Adjustments</b>			5%		0%		-10%
<b>Indicated Price/SF GBA</b>			\$84.65		\$118.30		\$136.83
<b>Weighting</b>			20%		40%		40%
<b>Weighted Average:</b>		\$118.98					

**SALES COMPARISON ANALYSIS (WHOLE PROPERTY), (Continued):**

**COMPUTATIONS**

$$\begin{array}{rclcl} 22,586 \text{ SF GBA} & \times & \$119.00/\text{SF} & = & \$2,687,734.00 \\ & & & \text{SAY} & \$2,687,740.00 \end{array}$$

**OPINION OF MARKET VALUE BY THE SALES  
COMPARISON APPROACH (Whole Property)**

**\$2,687,740 RND**

## INCOME APPROACH

The Income Approach to Value is basically a set of procedures in which the expected future benefits of a property are converted into a present value. This type of analysis is based upon the Principle of Anticipation, which affirms that values are created by anticipated benefits to be derived in the future. Present Value is defined in The Dictionary of Real Estate Appraisal, Page 236, as "the value of a future payment or series of future payments discounted to the current date or to time period zero." The appraiser used a Gross Income Multiplier method to calculate an Opinion of Value by the Income Approach. This method is a ratio between the property's Gross Income and Market Value.

### **Potential Gross Income**

The subject property is currently owner occupied by the Plaquemines Parish Government. The building consists of 22,086 square feet of GBA and 18,550 square feet of net rentable office space. All of the leasable space is located on the second and third floors, with 9,275 square feet per floor. Each floor has common hallways, restrooms and is elevator serviced. The entire ground floor is utilized for covered parking save two enclosed stairwells and the elevator shaft.

### ***Comparable Rental Data:***

On the following pages are several rental comparables that have been researched and are utilized to estimate market rent. The listing of the rental comparables is followed by a rental analysis grid.

### **Lease Number 1**

**ADDRESS:** 401 Whitney Avenue, Gretna, Louisiana

**DESCRIPTION OF IMPROVEMENTS:** 8,028 SF Unit in a multiple tenant office building. This is a six-story building with on-site security, parking, snack shop, and fiber. The improvements are in overall good condition. This is a gross rental scenario. These lease terms are 2016 through current date.

**ECONOMIC DATA:** Total Monthly Rent = \$13,045  
**Annual rent \$19.50/SF**

### **Lease Number 2**

**ADDRESS:** 3401 General De Gaulle, New Orleans, Louisiana

**DESCRIPTION OF IMPROVEMENTS:** 28,500 SF Unit in a multiple tenant office building. This is a six-story building on a campus setting with parking, snack shop, and fiber. The improvements are in overall good condition. This is a gross rental scenario. These lease terms 2007 through current date.

**INCOME APPROACH, (Continued);**

**ECONOMIC DATA:** Total Monthly Rent = \$40,375  
**Annual rent \$17.00/SF**

**Lease Number 3**

**ADDRESS:** 3401 General De Gaulle, New Orleans, Louisiana

**DESCRIPTION OF IMPROVEMENTS:** 18,609 SF Unit Sublease in a multiple tenant office building. This is a six-story building on a campus setting with parking, snack shop, and fiber. The improvements are in overall good condition. This is a gross rental scenario. These lease terms are 2021 through 2031.

**ECONOMIC DATA:** Total Monthly Rent = \$24,812  
**Annual rent \$16.00/SF**

**Lease Number 4**

**ADDRESS:** 1901 Manhattan Boulevard, Unit 200, Harvey, Louisiana

**DESCRIPTION OF IMPROVEMENTS:** 11,100 SF Unit in two-story Fountain Park Center. This is a mixed tenant complex. The improvements are in overall good condition. This is a gross rental scenario. These lease terms are 2018 and run through current date.

**ECONOMIC DATA:** Total Monthly Rent = \$14,800  
**Annual rent \$16.00/SF**

**Listing Number 1**

**ADDRESS:** 2439 Manhattan Boulevard, Harvey, Louisiana

**DESCRIPTION OF IMPROVEMENTS:** 11,760 SF Unit, 2,552 SF Unit, 8,000 SF Unit. This is a five-story office building. The improvements are in overall good condition. This is a modified gross rental scenario.

**ECONOMIC DATA:** **Annual rent \$17.00/SF**

**INCOME APPROACH, (Continued):**

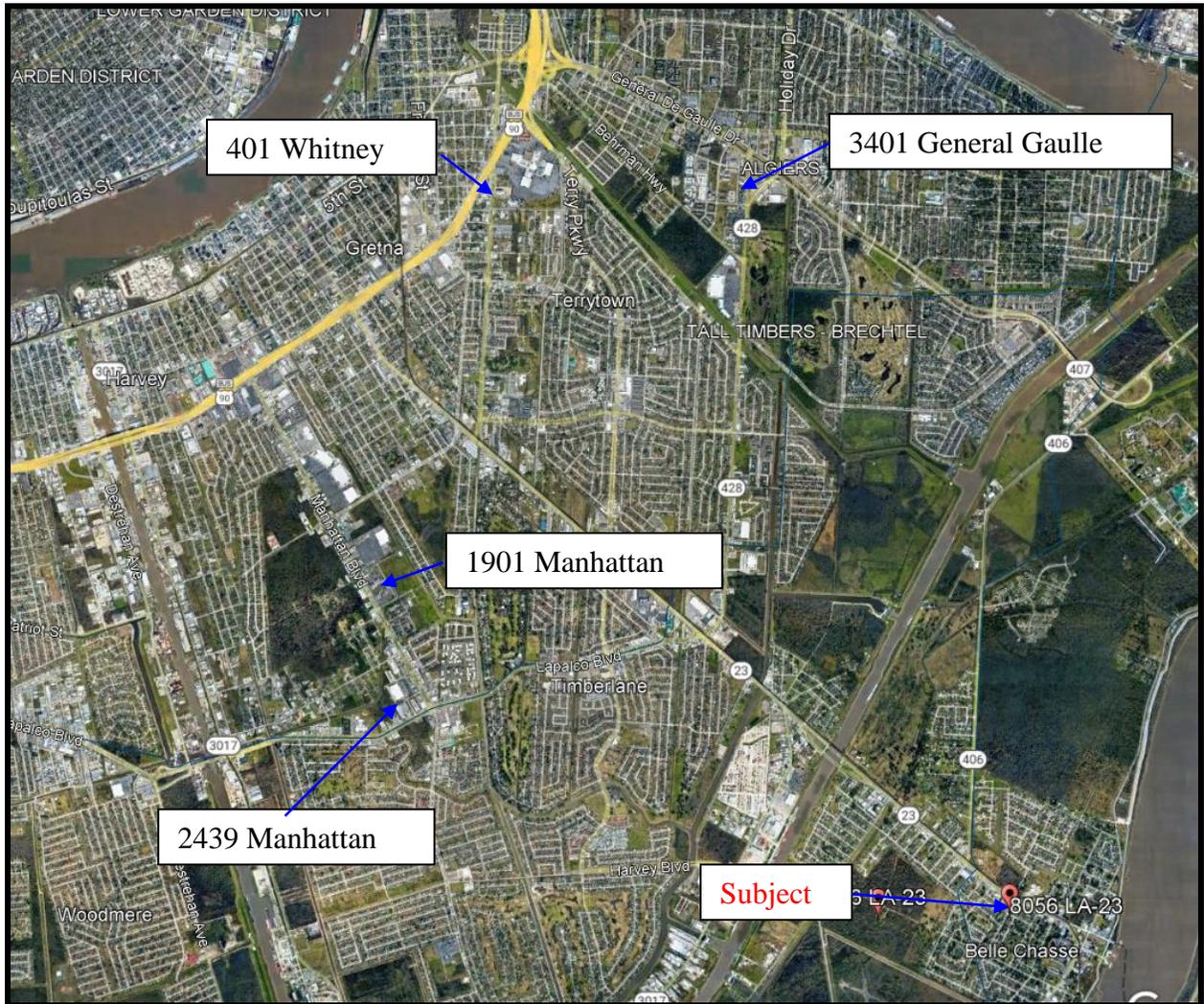
**Listing Number 2**

**ADDRESS:** 401 Whitney Avenue, Gretna, Louisiana

**DESCRIPTION OF IMPROVEMENTS:** 11,486 SF Unit. This is a six-story building with on-site security, parking, snack shop, and fiber. The improvements are in overall good condition. This is a gross rental-full service scenario.

**ECONOMIC DATA:** Annual rent \$19.50/SF

**Comparable Rental Map**





**SUMMARY AND CONCLUSION**

<b>Market Data Approach ("Popich Building" Land Only)</b>	<b>\$ 276,820</b>
<b>Market Data Approach ("Surplus Land" Land Only)</b>	<b>\$ 129,590</b>
<b>Cost Approach</b>	<b>\$3,377,810</b>
<b>Market Data Approach (Whole Property)</b>	<b>\$2,687,740</b>
<b>Income Approach</b>	<b>\$1,749,100</b>

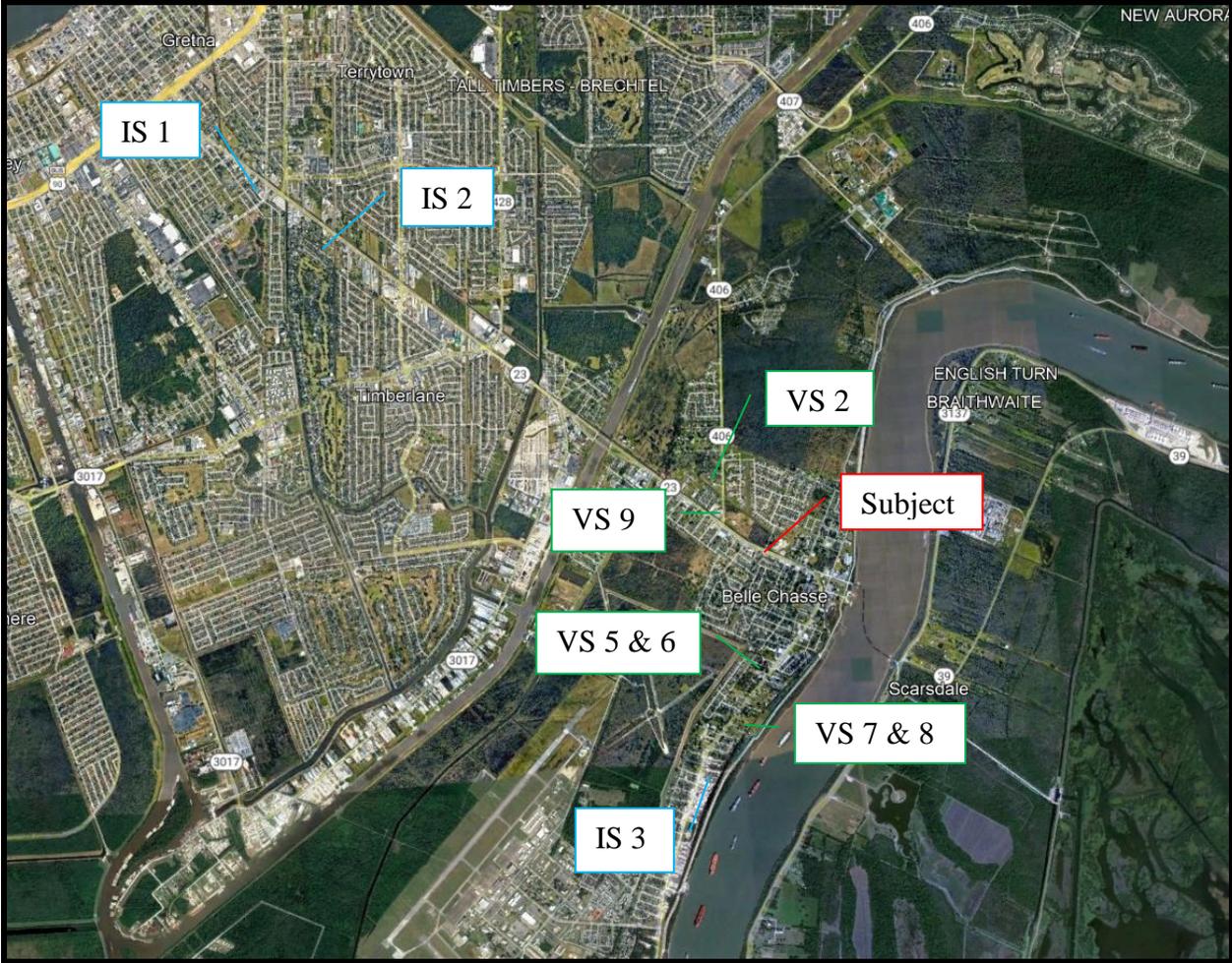
Originally the Subject Property was constructed as an owner-occupied office building with surplus office space leased out. In addition, all office spaces are located on the second and third floors leaving no ground floor office space that could double as retail space, such as a bank branch. The Cost Approach reflects the dramatic price increase of construction materials in the COVID-19 and Post COVID-19 age, and, therefore, the appraiser did not place much weight on this approach. Because the appraiser deemed that the Highest and Best Use of the Subject Property would be as a primarily owner-occupied office building and after a careful analysis of all available information, appraiser focused upon the Opinion of Value by the Market Data Approach (Whole Property). It is the appraiser's opinion that the Market Value for the Subject Property is \$2,600,000.00

**OPINION OF MARKET VALUE AS OF August 21, 2023**

**\$2,600,000.00**

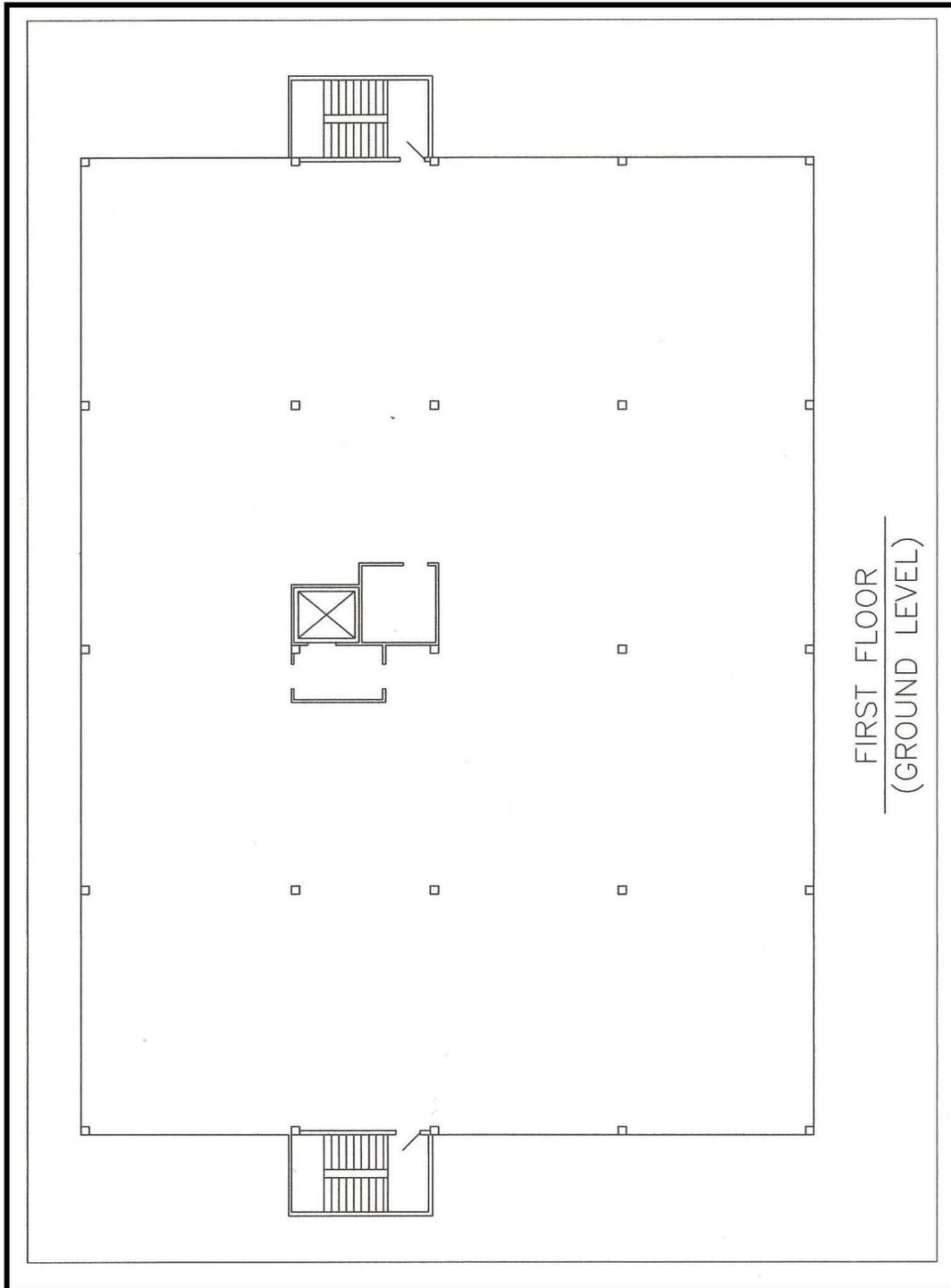
**ADDENDA**

**EXHIBIT A Location Maps of the Subject and Sales**





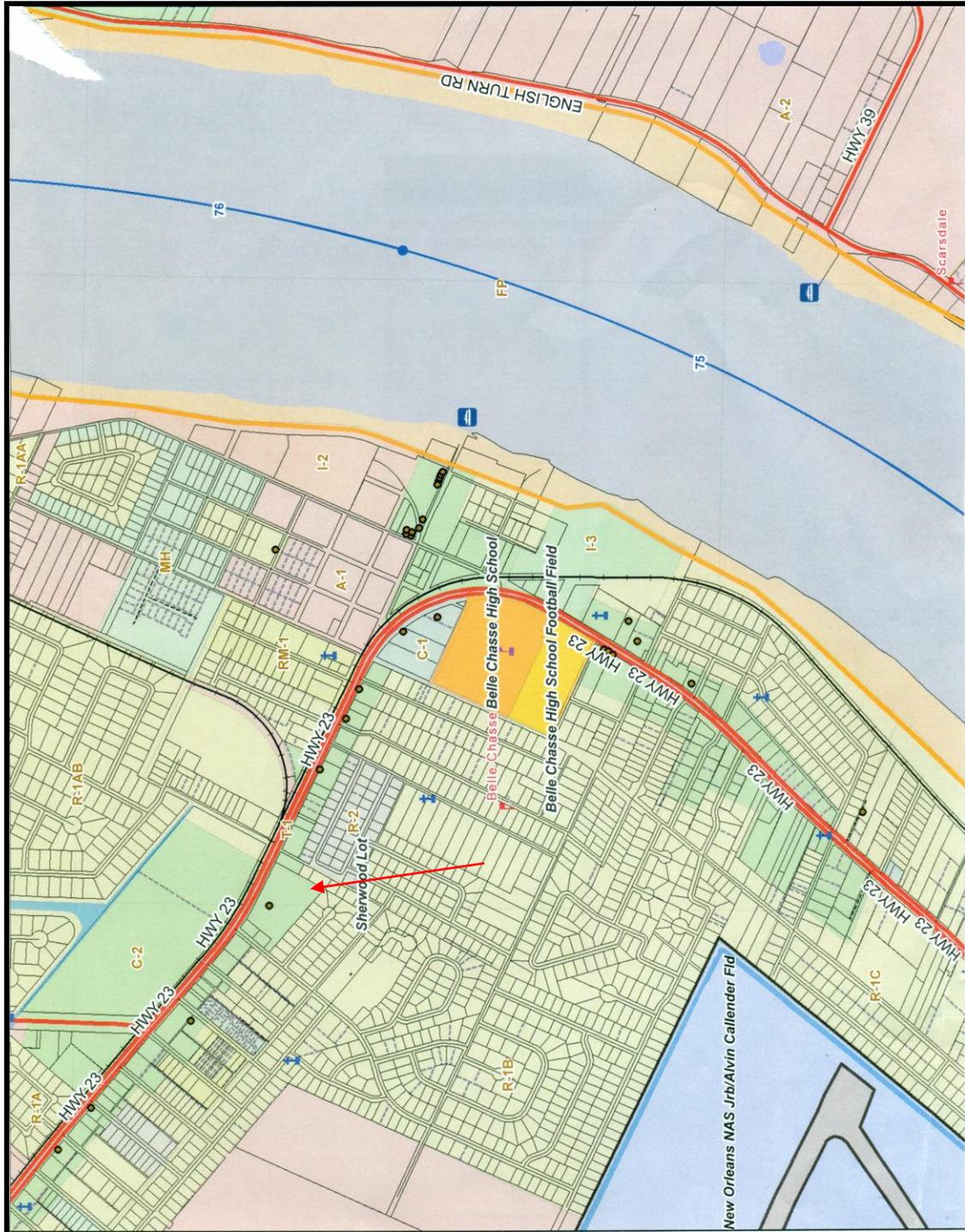
**EXHIBIT C Floor Plan of the Subject Property**







**EXHIBIT D Zoning of the Subject Property**



\*\*I. The regulations in the C-2 General Commercial District are:

1. Permitted Uses:

A building or land shall be used only for the following purposes:

- (a) Single Family dwelling\* (Subject to note under (d) below)
- (b) Two Family dwelling\* (Subject to note under (d) below)
- (c) Townhouses\* - Subject to the provisions of Section VIII, Subsection 7A (Subject to note under (d) below)
- (d) Multiple Family dwelling\*

\*However, it shall be unlawful to subdivide a lot, tract or parcel of land into two or more lots, plots, parcels or building sites for the purpose of sale, occupancy, building development or improvement, either immediate or future, where new streets are to be created or where property fronts on a street which has not been dedicated and accepted by the Plaquemines Parish Council unless the subdivider and owner first obtain a zoning classification change for such subdivision or resubdivided land to a residential classification as established in this zoning ordinance. In Growth Areas 1-8 in the Belle Chasse Drainage District and 9-11 in the Ollie Drainage District, residential zoning classifications must contain no less than the square foot area and acreage allocation as established by the Probability Growth Models adopted by Plaquemines Parish Council Ordinances No. 95-314 and 95-315.

- (e) Stores and shops for the conduct of a retail business
- (f) Personal Service Shops
- (g) Restaurants
- (h) Parking garages and lots
- (i) Studios
- (j) Amusements places, meeting places, etc.
- (k) Fix-it Shops
- (l) Laundries and laundromats

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\*\*As amended by Ordinance No. 96-40, 3-14-96

- (m) YMCA, YWCA and similar institutions
- (n) Mobile Homes
- (o) General Business Offices
- (p) Professional offices
- (q) Banks, drive-in or otherwise, provided driveway space is made off the street for vehicles waiting for drive-in service, with a minimum off-street driveway storage space to accommodate five (5) automobiles for each drive-up banking window.
- (r) Clinics, but not to include animal clinics
- (s) Animal Hospitals and Veterinary Clinics
- (t) Health or athletic club or studios, commercial or private
- (u) Date processing center
- (v) Laboratories, medical and dental
- (w) Dry Cleaning shops using no cleaning fluid whose base is petroleum or one of the derivatives
- (x) Retail and wholesale uses
- (y) Warehouses
- (z) Storage and public garages
- (aa) Filling stations
- (bb) Barrooms, nightclubs and lounges
- (cc) Radio and television studios
- (dd) Drive-in theaters
- (ee) Funeral homes and mortuaries
- (ff) Hotels, motels or motor lodges
- (gg) Cemeteries or mausoleums
- (hh) Amusement enterprises, including bowling alleys, skating rinks,

billiard rooms and any other similar commercial or recreational enterprises.

- (ii) Automobile, trailer, and farm equipment sales (new and used), need not be enclosed
- (jj) Mineral and oilfield services and supplies, to include testing and research laboratories, but not to include the testing of combustion engines. (SAND BLASTING (W.A.) - use) NOT Permitted in A-2
- (kk) Restaurants
- (ll) Private clubs
- (mm) Public, Private and Business Schools
- (nn) Parks, playgrounds, libraries and museums
- (oo) Churches
- (pp) Private agricultural nurseries and gardens
- (qq) Home occupations
- (rr) Accessory uses
- (ss) Raising vegetables and fruit such as citrus fruit
- (tt) Public and Private forests
- (uu) Conservation projects

2. Conditional Uses:

- (a) Airports, Heliports and Helistops
- (b) Radio and Television Broadcasting Towers

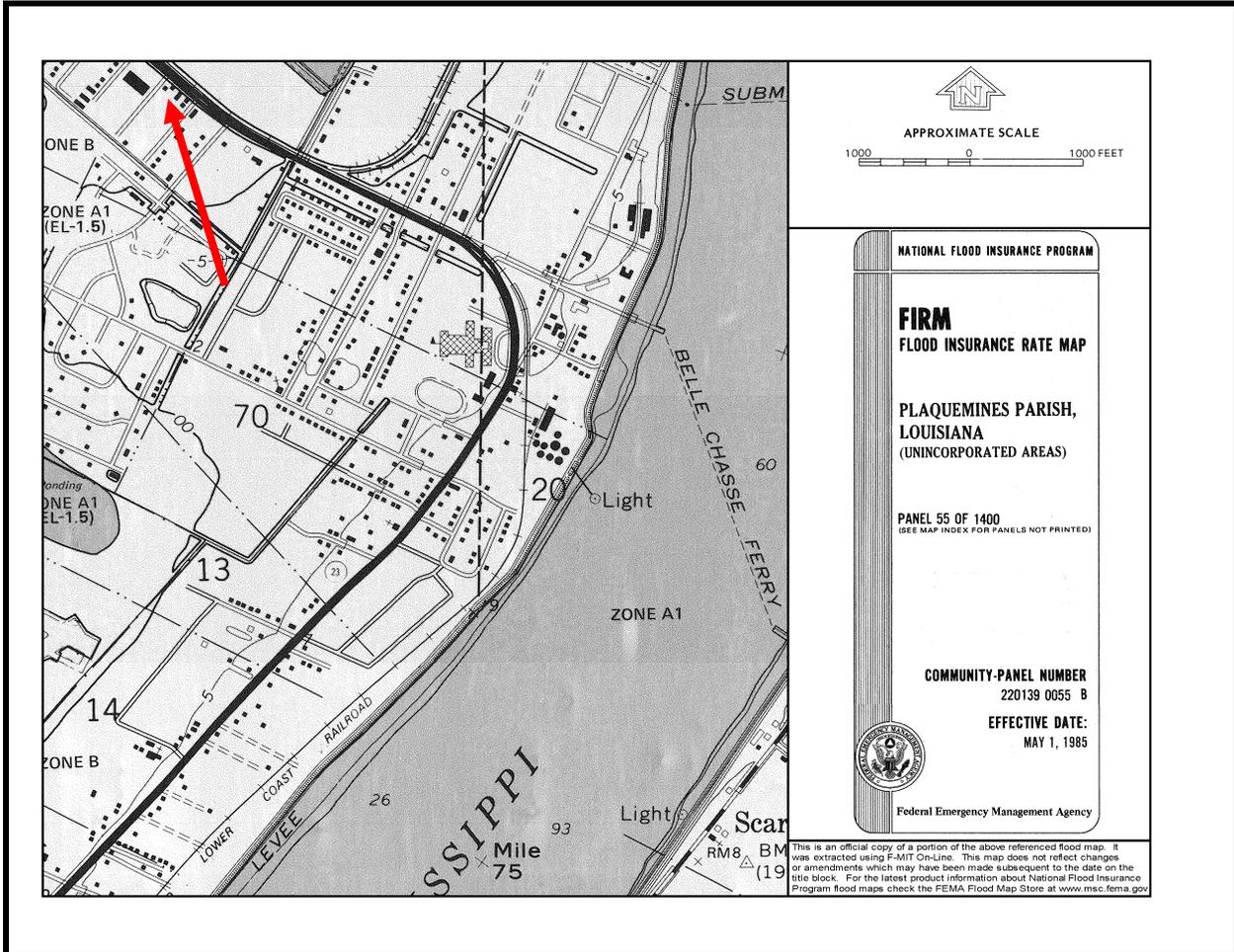
3. Height, Area and Yard Requirements:

See Table 1 at the end of this Section.

4. Reference to Additional Regulations:

The regulations contained in this Section are supplemented or modified by regulations contained in other sections of this Ordinance, especially the following:

**EXHIBIT E Flood Zone Map of the Subject Property**



**EXHIBIT F**

**VACANT SALE NO. 2**

**LOCATION:** Between Industry Canal and Barrancas Ave on Woodland Hwy directly south of Vacant Sale #1, Plaquemines Parish, Louisiana

**VENDOR:** J. Sercovich, L.L.C.

**VENDEE:** Beer & Reet, LLC

**SALE DATE:** 4/13/2021

**CONSIDERATION:** \$500,000                      **TERMS:** Cash to Seller

**AREA:** 1.4 AC

**RECORDATION:** 1436/721

**VERIFICATION:** Clerk of Court and Assessor's Office

**LEGAL DESCRIPTION:** Portions Lot 1A4 and Lot 1A3 of Woodland Subdivision, Located in Section 2, T-14-S, R-24-E, Plaquemines Parish, Louisiana

**ZONING:** C-2

**FLOOD ZONE:** AE and X

**UTILITIES:** Public electricity, well water, and septic

**IMPROVEMENTS:** Vacant

**ACCESS:** Woodland Hwy

**REMARKS:** Clear and level plot fronting Woodland Highway. An electric distribution line servitude runs along the south of the parcel and a drainage ditch parallels the road frontage.

**UNIT PRICE:** **\$357,142.86/AC Overall**

**VACANT SALE NO. 2 PHOTO:**



**VACANT SALE NO. 5**

**LOCATION:** The corner of Louisiana Highway 23 and Saint Ann Drive.

**VENDOR:** Pilot Investors Group

**VENDEE:** Hoskin Properties LLC

**SALE DATE:** 11/5/2020

**CONSIDERATION:** \$82,500                      **TERMS:** Cash to Seller

**AREA:** 0.35 AC/15,434 SF

**RECORDATION:** 1431/355

**VERIFICATION:** Clerk of Court and Assessor's Office

**LEGAL DESCRIPTION:** Lot M1/Plots 20 & 29 Belle Chasse Plantation Subdivision,  
Plaquemines Parish, Louisiana

**ZONING:** C-2

**FLOOD ZONE:** X

**UTILITIES:** Public electricity, well water, and septic

**IMPROVEMENTS:** Vacant

**ACCESS:** Louisiana Highway 23 and Saint Ann Drive

**REMARKS:** Level and largely clear corner lot with a pair of mature live oak trees.

**UNIT PRICE:** **\$235,714.29/AC or \$5.35/SF Overall**

**VACANT SALE NO. 5 PHOTOS:**



*Aerial Photo from Plaquemines Parish Assessor*

**VACANT SALE NO. 6**

**LOCATION:** Fronting Louisiana Highway 23 directly south of and adjacent to Vacant Sale 5.

**VENDOR:** Pilot Investors Group

**VENDEE:** Hoskin Properties LLC

**SALE DATE:** 10/22/2020

**CONSIDERATION:** \$70,000                      **TERMS:** Cash to Seller

**AREA:** 0.29 AC/12,692 SF

**RECORDATION:** 1431/7

**VERIFICATION:** Clerk of Court and Assessor's Office

**LEGAL DESCRIPTION:** Lot M2/Plots 20 & 29 Belle Chasse Plantation Subdivision, Plaquemines Parish, Louisiana

**ZONING:** C-2

**FLOOD ZONE:** X

**UTILITIES:** Public electricity, well water, and septic

**IMPROVEMENTS:** Vacant

**ACCESS:** Louisiana Highway 23

**REMARKS:** Level and largely clear lot with a pair of mature live oak trees. A newly built single family residence now improves the lot.

**UNIT PRICE:** **\$241,379.31/AC or \$5.52/SF Overall**

**VACANT SALE NO. 6 PHOTOS:**



*Aerial Photo from Plaquemines Parish Assessor*

**VACANT SALE NO. 7**

**LOCATION:** Fronting Louisiana Highway 23 between Tall Pines Lane and Gloria Lane.

**VENDOR:** Tasha B. Sheets

**VENDEE:** Chazz Mistich

**SALE DATE:** 2/10/2023

**CONSIDERATION:** \$65,000                      **TERMS:** Cash to Seller

**AREA:** 0.32 AC/14,055.50 SF

**RECORDATION:** 1461/874

**VERIFICATION:** Clerk of Court and Assessor's Office

**LEGAL DESCRIPTION:** Lot 1 Tall Pines Subdivision, Section 14, Township 14 South, Range 24 East, Plaquemines Parish, Louisiana

**ZONING:** R-1C

**FLOOD ZONE:** X

**UTILITIES:** Public electricity, well water, and septic

**IMPROVEMENTS:** Vacant

**ACCESS:** Louisiana Highway 23 and Tall Pines Dr

**REMARKS:** Level and clear corner lot with a private road (Tall Pines Drive) paralleling the northern property line.

**UNIT PRICE:** **\$203,125.00/AC or \$4.62/SF Overall**

**VACANT SALE NO. 7 PHOTOS:**



*Aerial Photo from Plaquemines Parish Assessor*

**VACANT SALE NO. 8**

**LOCATION:** Fronting Louisiana Highway 23 between Tall Pines Lane and Gloria Lane.

**VENDOR:** BS Rentals of Louisiana, L.L.C.

**VENDEE:** Tasha B. Sheets

**SALE DATE:** 12/3/2019

**CONSIDERATION:** \$60,500                      **TERMS:** Cash to Seller

**AREA:** 0.32 AC/14,055.50 SF

**RECORDATION:** 1461/874

**VERIFICATION:** Clerk of Court and Assessor's Office

**LEGAL DESCRIPTION:** Lot 1 Tall Pines Subdivision, Section 14, Township 14 South, Range 24 East, Plaquemines Parish, Louisiana

**ZONING:** R-1C

**FLOOD ZONE:** X

**UTILITIES:** Public electricity, well water, and septic

**IMPROVEMENTS:** Vacant

**ACCESS:** Louisiana Highway 23 and Tall Pines Dr

**REMARKS:** Level and clear corner lot with a private road (Tall Pines Drive) paralleling the northern property line.

**UNIT PRICE:** **\$189,062.50/AC or \$4.30/SF Overall**

**VACANT SALE NO. 8 PHOTOS:**



*Aerial Photo from Plaquemines Parish Assessor*

**VACANT SALE NO. 9**

**LOCATION:** Fronting Woodland Highway between 102 and 106.

**VENDOR:** Equiland, INC.

**VENDEE:** Deer Range Partners, LLC

**SALE DATE:** 10/16/2013

**CONSIDERATION:** \$89,000                      **TERMS:** Cash to Seller

**AREA:** 0.35 AC/15,314.30 SF

**RECORDATION:** 1304/773

**VERIFICATION:** Clerk of Court and Assessor's Office

**LEGAL DESCRIPTION:** Portions of Section 2, Township 14 South, Range 24 East, Plaquemines Parish, Louisiana

**ZONING:** C-2

**FLOOD ZONE:** X and A

**UTILITIES:** Public electricity, well water, and septic

**IMPROVEMENTS:** Vacant

**ACCESS:** Woodland Highway

**REMARKS:** Level and clear lot with an existing curb cut.

**UNIT PRICE:** **\$254,285.71/AC or \$5.81/SF Overall**

**VACANT SALE NO. 9 PHOTOS:**



*Aerial Photo from Plaquemines Parish Assessor*

**EXHIBIT G Improved Property Sales Data**

**IMPROVED SALE NO. 1**

**LOCATION:** 2520 Belle Chasse Highway, Gretna, Louisiana  
**VENDOR:** The Times-Picayune, L.L.C.  
**VENDEE:** RKM Gretna, L.L.C.  
**SALE DATE:** 3/25/2016  
**CONSIDERATION:** \$1,400,000.00                      **TERMS:** Cash to Seller  
**SITE AREA:** 107,462.52 SF  
**SITE DIMENSIONS:** 259.8' on the south side of Belle Chasse Hwy by varied  
**BUILDING AREA (GBA):** 41,985.20 SF Total; 10,514.70 SF Office; 31,470.50 SF Warehouse  
**RECORDATION:** Instrument # 11612612  
**VERIFICATION:** Clerk of Court and Assessor  
**LEGAL DESCRIPTION:** Lots G-2 X-1 & Part of A-2 & Z, Holmes Place Subdivision, Jefferson Parish, Louisiana  
**ZONING:** C-2  
**FLOOD ZONE:** Zone X and AE  
**UTILITIES:** All public available  
**REMARKS:** This building is a single story office with a renovated facade. The rear portion of the structure contains warehouse space including a bay door. This structure is occupied by a single entity.  
**UNIT PRICE (GBA):** \$73.29/SF Office  
**ALLOCATION:** \$1,400,000.00                      **Sale Price**  
31,470.50 SF x \$20/SF = \$629,410    **Warehouse**  
\$1,400,000 - \$629,410 = \$770,590    **Residual to Office**  
\$770,590 ÷ 10,514.70 SF = \$73,29/SF

**IMPROVED SALE NO. 1 PHOTO:**



*Photo Taken from Google Maps*

**IMPROVED SALE NO. 2**

**LOCATION:** 1820 Belle Chasse Highway, Gretna, Louisiana  
**VENDOR:** DJG, LLC  
**VENDEE:** Belle Chasse Plaza, LLC  
**SALE DATE:** 2/7/2017  
**CONSIDERATION:** \$1,800,000.00                      **TERMS:** Cash to Seller  
**SITE AREA:** 49,658.40 SF  
**SITE DIMENSIONS:** 234' on the south side of Belle Chasse Hwy by varied  
**BUILDING AREA (GBA):** 16,357 SF  
**RECORDATION:** Instrument # 11706132  
**VERIFICATION:** Clerk of Court and Assessor  
**LEGAL DESCRIPTION:** Lot 16 Square C Timberlane Estates, Jefferson Parish, Louisiana  
  
**ZONING:** C-2  
**FLOOD ZONE:** Zone X  
**UTILITIES:** All public available  
**REMARKS:** This structure is a two story multiple-unit office/commercial rental property with a large parking lot fronting the road. It is in average condition.  
  
**UNIT PRICE (GBA):** \$110.04/SF

**IMPROVED SALE NO. 2 PHOTO:**



**IMPROVED SALE NO. 3**

**LOCATION:** 9157 Louisiana Highway 23, Belle Chasse, Louisiana  
**VENDOR:** Hancock Whitney Bank  
**VENDEE:** Primmoz Abs, L.L.C.  
**SALE DATE:** 2/4/2019  
**CONSIDERATION:** \$1,625,000.00                      **TERMS:** Cash to Seller  
**SITE AREA:** 82,217.30 SF  
**SITE DIMENSIONS:** 150' on the south side of LA 23 by varied  
**BUILDING AREA (GBA):** 18,250 SF Total; 6,000 SF Office, 6,250 SF Warehouse;  
6,000 SF Additional Warehouse  
**RECORDATION:** Instrument # 1408/198  
**VERIFICATION:** Clerk of Court and Assessor  
**LEGAL DESCRIPTION:** Plot 10 Seatrain Subdivision, Plaquemines Parish,  
Louisiana  
**ZONING:** C-2  
**FLOOD ZONE:** Zone X  
**UTILITIES:** All public available  
**REMARKS:** This sale includes a large lot paved with concrete currently  
used for equipment storage. The main building fronting  
LA-23 is partially office space with attached garage/storage  
with 4 bays. The rear of this parcel is improved with an  
additional building of garage/storage space with 6 bays.  
All improvements were constructed circa 2014 and are in  
above average condition.  
**UNIT PRICE (GBA):** **\$148.33/SF Office**  
**ALLOCATION:** **\$1,625,000.00**                      **Sale Price**  
**12,250 SF x \$60/SF = \$735,000**                      **Warehouse**  
**\$1,625,000 - \$735,000 = \$890,000**                      **Residual to Office**  
**\$890,000 ÷ 6,000 SF = \$148.33/SF**

**IMPROVED SALE NO. 2 PHOTOS:**



*Front view.*



*Side view.*

## **EXHIBIT H**

### **QUALIFICATIONS OF REBECCA ANN ROTHSCHILD**

2001-Present  RRL Real Estate Appraisal, L.L.C., Commercial Real Estate Appraiser,  
1996-2001: Irvington J. Epling & Associates, Ltd., Associate Appraiser

### **APPRAISAL BACKGROUND**

- Approved Appraiser with the U.S. Army Corps of Engineers.
- Accepted Expert Witness in 4<sup>th</sup> Judicial District, 14<sup>th</sup> Judicial District, 15<sup>th</sup> Judicial District, 17<sup>th</sup> Judicial District, 23<sup>rd</sup> Judicial District Court, 25<sup>th</sup> Judicial District Court, 32<sup>nd</sup> Judicial District Court, 34<sup>th</sup> Judicial District Court, 36<sup>th</sup> Judicial District Court, and Orleans Parish Civil District Court with a particular emphasis on change of Highest and Best Use.

### **Levee Projects**

- Red River Levee Recertification Project in Rapides Parish for Red River, Atchafalaya, Bayou Beouf Levee District.
- WBV 14a.2 Harvey Canal Levee Floodwalls for Southeast Louisiana Flood Protection Authority West Jefferson Levee District
- WBV-14c.2 New Westwego P/S to Orleans Village, Phase 2 Levee Enlargement for Southeast Louisiana Flood Protection Authority West Jefferson Levee District
- West Bank and Vicinity (WBV), Mississippi River Levee (MRL), Mississippi River and Tributaries (MR&T) Project, Hurricane and Storm Damage Risk Reduction System (HSDRRS), Resilient Features, Augusta to Oakville (A), WBV-MRL 1.2a Baseline Stations (B/L Stas.) 556+90 to 611+00 for Plaquemines Parish Government/Army Corps of Engineers
- NOV-NF-W-05a.2, West Bank Non-Federal Levee Myrtle Grove To Woodpark Levee Project for Plaquemines Parish Government/Army Corps of Engineers.
- The New Orleans To Venice, NOV-NF-W-06a.3, West Pointe A La Hache To St. Jude Levee Project for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, Nov 06b, City Price To Empire, Upgrades To Existing Fronting Protection At Tennessee Gas, Hayes, And Gainard Woods for Plaquemines Parish Government/Army the Corps of Engineers
- The New Orleans To Venice, NOV-NF-W-06b4, Structures Pre-Loads for Plaquemines Parish Government/Army Corps of Engineers
- West Bank Non-Federal Levee, Nov-NF-W-4A Reach of The New Orleans to Venice Project for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, West Bank Hurricane Protection Levee, Nov-05a, St. Jude To City Price for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, West Bank Hurricane Protection Levee, Nov-07A, Port Sulphur to Fort Jackson for Plaquemines Parish Government through the Corps of Engineers

- New Orleans To Venice, Louisiana Hurricane Protection Project Buras Levee District West Bank River Levee Emergency Levee Repairs Contract P-14a for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, West Bank Hurricane Protection Levee New Orleans To Venice, Louisiana Hurricane Protection Project West Bank River Levee Emergency Levee Repairs Contract P-17A for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, West Bank Hurricane Protection Levee Hurricane Protection System, NOV-06a.1, Woodpark to Pointe Celeste Pump Station, Plaquemines Parish, Louisiana for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, West Bank Hurricane Protection Levee Hurricane Protection System, NOV-06a.2, First Lift Levee Pointe Celeste to West Pointe a la Hache, Plaquemines Parish, Louisiana for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans To Venice (Nov), West Bank Hurricane Levee Protection Project, Nov-09, St. Jude To City Price, Plaquemines Parish, Louisiana for Plaquemines Parish Government/Army Corps of Engineers
- NOV-NF-W-05a.2, West Bank Non-Federal Levee Myrtle Grove To Woodpark Levee Plaquemines Parish, Louisiana for Plaquemines Parish Government/Army Corps of Engineers
- The New Orleans To Venice, NOV-NF-W-06b.3, West Pointe A La Hache, Gulf South Pipeline And Siphon T-Walls, for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans To Venice, LaReusitte to Myrtle Grove NOV-NF-W-05a.1, Plaquemines Parish, Louisiana for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans To Venice (Nov), West Bank Hurricane Levee Protection Project, Nov-10, Happy Jack to Nairn, Plaquemines Parish, Louisiana.

#### **Pump Stations, Floodgates, & Locks**

- New Orleans To Venice La-Nov-05b, Fronting Protection At Diamond Pump Station for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans To Venice, La-Nov-08b, Fronting Protection At Duvic Pump Station for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans to Venice, LA-NOV-07B, West Bank Levee Fronting Protection Grand Liard Pump Station for Plaquemines Parish Government/Army Corps of Engineers
- Bellevue Pumping Station, New Orleans To Venice, Louisiana, East Bank Levee Fronting Protection, Contract NOV-02B for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans To Venice, La-Nov-07b, West Bank Levee Fronting Protection Sunrise Pump Station for Plaquemines Parish Government/Army Corps of Engineers
- New Orleans To Venice, Nov-NF-W-05B West Bank Non-Federal Levee Wilkinson Pump Station for Plaquemines Parish Government/Army Corps of Engineers
- Ollie Pump Station for Plaquemines Parish Government
- New Orleans to Venice (NOV), NOV-13, West Bank Back Levee, Empire Floodgate Project for Plaquemines Parish Government through the Corps of Engineers
- New Orleans To Venice, NOV-14, Sector Gate-Empire Lock Project for Plaquemines Parish Government through the Corps of Engineers

#### **Utilities, Pipelines, Roadways, & Canal Projects**

- Drainage Servitudes for St. Tammany Parish Government.
- Iberville to Richardson transmission line Rights of Way for Entergy, Louisiana Corporation in Iberville and West Baton Rouge Parishes.
- Waterford to Churchill transmission line Rights of Way for Entergy, Louisiana Corporation in St. Charles and Jefferson Parishes
- Mud Lake to Big Lake transmission line Rights of Way for Entergy, Louisiana Corporation in Calcasieu Parish.
- TCLIP pipeline project for TC Energy in Beauregard, Calcasieu, and Jefferson Davis Parishes.
- Nelson to Manena transmission line Rights of Way for Entergy, Louisiana Corporation in Calcasieu Parish.
- Sellers to LeBlanc transmission line Rights of Way for Entergy, Louisiana Corporation in Vermillion and Lafayette Parishes
- Waterford to Winchester transmission line Rights of Way for Entergy, Louisiana Corporation in St. Charles, St. John the Baptist, and St. James Parishes
- Mud Lake to Big Lake transmission line Rights of Way for Entergy, Louisiana Corporation in Calcasieu and Cameron Parishes
- Dunn to Winnsboro transmission line Rights of Way for Entergy, Louisiana Corporation in Franklin and Richland Parish.
- Beekman transmission line Rights of Way for Entergy, Louisiana Corporation in Morehouse Parish.
- Nine Mile Point to Barataria transmission line Rights of Way for Entergy, Louisiana Corporation in Jefferson Parish.
- Fairview to Robert transmission line Rights of Way for Entergy, Louisiana Corporation in St. Tammany and Tangipahoa Parishes.
- Cadeville to Rille transmission line Rights of Way for Entergy, Louisiana Corporation in Ouachita Parish.
- Marydale to Francis transmission line Rights of Way for Entergy, Louisiana, Corporation in West Feliciana Parish.
- Terrebonne to Bayou Vista transmission line Rights of Way for Entergy, Louisiana, Corporation in Terrebonne Parish.
- Phase I, II, and III SELA 40± miles of transmission line Rights of Way for Entergy, Louisiana, Corporation in Jefferson and Plaquemines Parishes.
- Golden Meadow to Leeville transmission line Rights of Way for Entergy, Louisiana, Corporation in Lafourche Parish.
- LA Highway 57 transmission line Rights of Way for Entergy, Louisiana Corporation in Terrebonne Parish.
- Market studies for Entergy, Louisiana Corporation in St. Helena, Washington, St. Tammany, St. Charles, Lafourche, and St. John the Baptist Parishes.
- Utilities Relocation Project along LA Highway 73 for Ascension Parish Government
- Land for Sewerage Station for West Feliciana Parish Government.
- Eastbank Sewerline Extension Phase I and Phase II part 1 and 2 for Plaquemines Parish Government.
- Westbank Sewerline Extension Phase I for Plaquemines Parish Government.
- Substation Sites St. Tammany and Tangipahoa Parishes for CLECO

- Land for Bell South Telecommunications.
- Miscellaneous Rights of Way and Substations for Entergy, Louisiana Corporation in Jefferson Davis, St. James, St. Tammany, Tangipahoa, Jefferson, and Lafourche Parishes.
- River front/batture for the Belle Chasse sewer station extension of discharge pipe
- Industry Canal-Woodland Highway to Barriere Canal for Plaquemines Parish Government
- North South Canal for Plaquemines Parish Government
- Roddy Road Extension Final Phase for Ascension Parish Government

### **Conservation/Coastal Restoration Projects**

- JELA 113-22 and JELA 113-23, Jean Lafitte National Park Barataria Preserve expansion for the National Park Service through the U.S. Department of Interior.
- Ba-203 Barataria Basin Ridge and Marsh Creation-Spanish Pass Increment (Spanish Pass Project) for the Louisiana Coastal Protection and Restoration Authority
- Louisiana Coastal Area (LCA) Beneficial Use of Dredged Material (BUDMAT) Program at Tiger Pass, Mississippi River for Plaquemines Parish Government
- Woodlands Conservation Project for Plaquemines Parish Government
- Conservation Easement on Coastal Salt Dome for LA Department of Natural Resources.
- Conservation Easement on Timbered/Wetland tract with Tribal Lands in Livingston Parish for LA Department of Natural Resources.
- Reach B-2 Coastal Reforestation Project for Plaquemines Parish Government
- Pelican Island Barrier Island Reclamation Project for Plaquemines Parish Government.
- Cat Island Wetlands for the Nature Conservancy West Feliciana Parish

### **Unique Projects**

- Salt Water Mitigation Reservoir/Heliport Expansion for Plaquemines Parish Government.
- Set back study for Shell Pipeline.
- Value Impact Studies: Power lines, Historic Oaks, US Highway Crossings, and Deed Restrictions.
- Hurricanes Gustav/Ike CDBG Parish-Implemented Recovery Projects for Lafourche Parish Government
- Railroad crossing lease renegotiations for Entergy, Louisiana
- Michoud Slip Industrial Properties
- Batture land for the expansion of the Port of Krotz Springs
- Market Rent Analysis of Water Front Properties for Plaquemines Parish Government.
- Multiple Tracts for Sale and Lease for Plaquemines Parish Government
- Boundary dispute for Plaquemines Parish Government drainage project
- Land for Industrial Park and Mississippi River Port creation for West Feliciana Parish Government.
- Land for West Feliciana Parish Hospital acquisition for West Feliciana Parish Government.
- Land for the Town of St. Francisville, Louisiana
- Wetland/Cane Land Acreage for Successions.
- Louisiana State Property Tax Appeals
- Land for the creation of LIGTT project in Plaquemines Parish
- Oyster leases for private clients

- Land for Fire Station expansions in Plaquemines Parish and West Feliciana Parish
- Water front development project in casino area of Lake Charles, Louisiana for private client
- Charter schools in East Baton Rouge Parish, Iberville Parish, and Caddo Parish for private client
- School properties for West Feliciana Parish School Board
- Miscellaneous properties for West Feliciana Parish Government and West Feliciana Parish Sheriff's Department
- Industrial Waterfront Properties in Leesville for private client.

**Review Appraiser on the following projects:**

- Club Deluxe Road widening project for Tangipahoa Parish Government
- Lafourche Parish Drainage projects in Thibodaux
- Lockport Community Center in Lafourche Parish
- Conservation Easement project in St. Mary Parish for CPRA
- Retention Pond project for St. Tammany Parish Government

**Associate Appraiser on the following projects:**

- Right of Way for LA Highways 44, 66, and Gramercy Bridge for Louisiana Department of Transportation and Development.
- MRGO closing and Inner Harbor Navigational Canal structure for Department of Natural Resources.
- Wetland Acreage for Major Oil Companies.
- Canal Easement Taking Wetlands in St. Charles Parish
- Island/Wetlands and Improvements in Plaquemines Parish
- Commercial Marketing Sites for Major Oil Company in Metro New Orleans Area.
- Office Building for Coastal Commerce Bank
- School Sites for Orleans Parish School Board
- Ownerships for U.S. Fish & Wildlife Services for Bayou Sauvage.
- 25 ownership Utilities Servitude Taking in Plaquemines Parish
- Wetland Takings for Union Pacific Railroad
- Industrial/Batture for Union Pacific Railroad
- Valuation of median strips for the extension of Canal Street Streetcar line.
- 600± ownerships in connection with Hurricane Protection Levee Project in Southeast Louisiana.
- 17,000± AC of Sugar Cane Land and Wetlands for Black Bear Habitat in South Central Louisiana for Trust for Public Land.
- 300+ ownerships and 300,000+ AC of Wetlands for Flowage and Environmental Easements in the Atchafalaya Basin.

## **NEGOTIATION BACKGROUND**

- Land acquisition for the expansion of the Greater Port of Krotz Springs.
- Right of Way acquisitions for padmount transformers, distribution line rights of way, and substations for CLECO.
- Litigation Support

## **REAL ESTATE EXPERIENCE IN THE FOLLOWING PARISHES**

Ascension	Assumption	Calcasieu
East Baton Rouge	Franklin	Iberia
Iberville	Jefferson	Jefferson Davis
Lafourche	Natchitoches	Ouachita
Orleans	Plaquemines	Pointe Coupee
Rapides	Richland	St. Bernard
St. Charles	St. Helena	St. James
St. John the Baptist	St. Landry	St. Martin
St. Mary	St. Tammany	Tangipahoa
Terrebonne	Vermilion	West Baton Rouge
West Feliciana	Winn	East Feliciana
Cameron	Beauregard	Avoyelles

## **PUBLICATIONS**

- Rebecca Rothschild (May-June 2021) How to Successfully Manage Layperson Questioning; Four strategies for an expert witness, *Right of Way, Vol. 68(3)*, 30-31.
- Rebecca Rothschild (July-August 2021) Elements of a Successful Review Process; Tips for the Appraisal Process, *Right of Way, Vol. 69(4)*, 32-35..

## **TEACHING EXPERIENCE**

- Right of Way Appraisals: What are They and Why are They Necessary. Workshop Presentation for the Association of Levee Boards of Louisiana 36<sup>th</sup> Annual Workshop April 27, 2023.
- Program on Louisiana Coastal Wetlands (definition, restoration, and reclamation) for third grade classes at Bains Elementary School, West Feliciana Parish, Louisiana.

## **EDUCATIONAL BACKGROUND**

- The Appraisal Institute, 1996 to present (includes continuing education).
- International Right of Way Association, 2004 to present (continuing education)
- Goucher College; Towson, Maryland (1984) Degree: Bachelor of Liberal Arts, Major-European History

## **CERTIFICATIONS AND MEMBERSHIPS**

- Board Member of the Louisiana Real Estate Appraisers Board, Chairman 2022-2023, Secretary 2019-2021
- Louisiana State General Licensed Appraiser # G1087
- Louisiana State Certified Levee Inspector
- Affiliate Member of Appraisal Institute
- Member of the International Right of Way Association
- Member of the St. Francisville Chamber of Commerce
- Certified Small Entrepreneurship Hudson Initiative
- SEBD Certification with LA Department of Economic Development
- Horticulture Chair of Feliciana Country Gardeners
- Chairman of 2020 Southern Garden Symposium
- Member of the Policies & Procedures Committee of Association of Appraisal Regulatory Organizations (2022).

**EXHIBIT A** Survey of the Subject Property

