

59 Area of special flood-related erosion hazard: the land within a community which is most likely to
60 be subject to severe flood-related erosion losses. The area may be designated as Zone E on the
61 Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related
62 erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

63
64 Base flood: the flood having a one percent chance of being equaled or exceeded in any given year.

65
66 Basement: any area of the building having its floor subgrade (below ground level) on all sides.

67
68 Breakaway wall: a wall that is not part of the structural support of the building and is intended
69 through its design and construction to collapse under specific lateral loading forces, without
70 causing damage to the elevated portion of the building or supporting foundation.

71
72 Building official: the official designated to enforce the provisions of this article and charged with
73 the authority to administer and implement laws, ordinances and regulations regarding flood plain
74 management and flood protection system for the Parish of Plaquemines.

75
76 Coastal high hazard area: an area of special flood hazard extending from offshore to the inland
77 limit of a primary frontal dune along an open coast and any other area subject to high velocity
78 wave action from storms or seismic sources.

79
80 Community: any state or area or political subdivision thereof, or any Indian tribe or authorized
81 tribal organization, or Alaska Native village or authorized native organization, which has authority
82 to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

83
84 Condominium building: a type of building in the form of ownership in which each unit owner has
85 an undivided interest in common elements of the building.

86
87 Critical feature: means an integral and readily identifiable part of a flood protection system,
88 without which the flood protection provided by the entire system would be compromised.

89
90 Curvilinear line: the border on either a FHBM or FIRM that delineates the special flood, mudslide
91 (i.e., mudflow) and/or flood-related erosion hazard areas and consists of a or contour line that
92 follows the topography.

93
94 Developed are – an area of a community that is:

- 95 (a) A primarily urbanized, built-up area that is a minimum of 20 contiguous acres has basic
96 urban infrastructure, including roads, utilities, communications, and public facilities,
97 to sustain industrial, residential, and commercial activities, and
98 (1) Within which 75 percent or more of the parcels, tracts, or lots contain commercial,
99 industrial, or residential structures or uses; or
100 (2) Is a single parcel, tract, or lot in which 75 percent of the area contains existing
101 commercial or industrial structures or uses; or
102 (3) Is a subdivision developed at a density of at least two residential structures per acre
103 within which 75 percent or more of the lots contain existing residential structures
104 at the time the designation is adopted.
105 (b) Undeveloped parcels, tracts, or lots, the combination of which is less than 20 acres and
106 contiguous on at least 3 sides to areas meeting the criteria of paragraph (a) at the time
107 the designation is adopted.
108 (c) A subdivision that is a minimum of 20 contiguous acres that has obtained all necessary
109 government approvals, provided that the actual “start of construction” of structures has
110 occurred on at least 10 percent of the lots or remaining lots of a subdivision or 10
111 percent of the maximum building coverage or remaining building coverage allowed for
112 a single lot subdivision at the time the designation is adopted, and construction of
113 structures is underway. Residential subdivisions must meet the density criteria in
114 paragraph (a)(3).

115
116 Development: Any man-made change to improved or unimproved real estate, including but not
117 limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or
118 drilling operations or storage of equipment or materials.

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121 Effective date of this article: as applied to any particular use, structure or area, the effective date
122 on which the elevation requirements of the ordinance from which this article derives become
123 applicable to such use, structure, or area as a result of adoption or amendment of the ordinance or
124 of any maps related thereto.

125
126 Elevated building: for insurance purposes, a nonbasement building which has its lowest elevated
127 floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
128

129 Erosion: the process of the gradual wearing away of land masses. This peril is not perse covered
130 under the Program.

131
132 Exception: a waiver from the provisions of part 60 of this subchapter directed to a community
133 which relieves it from the requirements of a rule, regulation, order or other determination made or
134 issued pursuant to the Act.

135
136 Existing construction: for the purposes of determining rates, structures for which the “start of
137 construction” commenced before the effective date of the FIRM or before January 1, 1975, for the
138 FIRMs effective date before that date. “Existing Construction may also be referred to as “existing
139 structures.”

140
141 Existing manufactured home park or subdivision: a manufactured home park or subdivision for
142 which the construction of facilities for servicing the lots on which the manufactured homes are to
143 be affixed (including, at a minimum, the installation of utilities, the construction of streets, and
144 either final site grading or the pouring o concrete pads) is completed before the effective date of
145 the flood plain management regulations adopted by a community.

146
147 Expansion to an existing manufactured home park or subdivision: the preparation of additional
148 sites by the construction of facilities for servicing the lots on which the manufacturing homes are
149 to be affixed (including the installation of utilities, the construction of streets, and either final site
150 grading or the pouring of concrete pads).

151
152 Flood or flooding:

153 (a) A general and temporary condition of partial or complete inundation of normally dry land
154 areas from:

- 155 (1) The overflow of inland or tidal waters.
156 (2) The unusual and rapid accumulation or runoff of surface waters from any source.
157 (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in
158 paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud
159 on the surfaces of normally dry land areas, as when earth is carried by a current of
160 water and deposited along the path of the current.

161 (b) The collapse or subsidence of land along the shore of a lake or other body of water as a
162 result of erosion or undermining caused by waves or currents of water exceeding
163 anticipated cyclical levels or suddenly caused by an unusually high water level I a natural
164 body of water, accompanied by a severe storm, or by an unanticipated force of nature, such
165 as flash flood or an abnormal tidal surge, or by some similarly unusual an unforeseeable
166 event which results in flooding as defined in paragraph (a)(1) of the definition.

167
168 Flood elevation study: an examination, evaluation, and determination of flood hazards and, if
169 appropriate, corresponding water surface elevations, or an examination, evaluation, and
170 determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

171
172 Flood hazard boundary map: an official map of a community, issued by the Federal Insurance
173 Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas
174 having special hazards have been designated as Aones A, M, and/or E.

175
176 Flood insurance rate map (FIRM): an official map of a community, on which the Federal Insurance
177 Administrator has delineated both the special hazard areas and the risk premium zones applicable
178 to the community. A FIRM that has been made available digitally is called a Digital Flood
179 Insurance Rate Map (DFIRM).

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183 Flood Insurance study: an examination, evaluation, and determination of flood hazards and, if
184 appropriate, corresponding water surface elevations, or an examination, elevation and
185 determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. The official
186 report provided by the Federal Emergency Management Agency. The report contains flood
187 profiles, water surface elevation of the base flood, as well as the flood boundary-floodway map.
188

189 Flood plain or flood-prone area: any land area susceptible to being inundated by water from any
190 source (see definition of “flooding”).
191

192 Flood plain management: the operation of an overall program of corrective and preventive
193 measures for reducing flood damage, including but not limited to emergency preparedness plans,
194 flood control works and flood plain management regulations.
195

196 Flood plain management regulations: zoning ordinances, subdivision regulations, building codes,
197 health regulations, special purpose ordinances (such as flood plain ordinance, grading ordinance
198 and erosion control ordinance) and other applications of police power. The term describes such
199 state or local regulations, in any combination thereof, which provide standards for the purpose of
200 flood damage prevention and reduction.
201

202 Flood protection system: those physical structural works for which funds have been authorized,
203 appropriated, and expended and which have been constructed specifically to modify flooding in
204 order to reduce the extent of the area within a community subject to a “special flood hazard” and
205 the extent of the depths of associated flooding. Such a system typically includes hurricane tidal
206 barriers, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those
207 constructed in conformance with sound engineering standards.
208

209 Flood proofing: any combination of structural and non-structural additions, changes, or
210 adjustments to structures which reduce or eliminate flood damage to real estate or improved real
211 property, water and sanitary facilities, structures, and their contents.
212

213 Floodway (regulatory floodway): the channel of a river or other watercourse and the adjacent land
214 areas that must be reserved in order to discharge the base flood without cumulatively increasing
215 the water surface elevation more than a designated height.
216

217 Flood related erosion: the collapse or subsidence of land along the shore of a lake or other body of
218 water as a result of undermining caused by waves or currents of water exceeding anticipated
219 cyclical levels or suddenly caused by an unusually high water level in a natural body of water,
220 accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an
221 abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in
222 flooding.
223

224 Flood-related erosion area or flood-related erosion prone area: means a land area adjoining the
225 shore of a lake or other body of water, which due to the composition of the shoreline or bank and
226 high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.
227

228 Flood-related erosion area management: the operation of an overall program of corrective and
229 preventive measures for reducing flood-related erosion damage, including but not limited to
230 emergency preparedness plans, flood-related erosion control works, and flood plain management
231 regulations.
232

233 Floodway encroachment lines: the lines marking the limits of floodways on Federal, State, and
234 local flood plain maps.
235

236 Freeboard: a factor of safety usually expressed in feet above a flood level for purposes of flood
237 plain management. “Freeboard” tends to compensate for the many unknown factors that could
238 contribute to flood heights greater than the height calculated for a selected size flood and floodway
239 conditions such as wave action, bridge openings, and the hydrological effect of urbanization of the
240 watershed.
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245 Functionally dependent use: a use which cannot perform its intended purpose unless it is located
246 or carried out in close proximity to water. The term includes only docking facilities, port facilities
247 that are necessary for the loading and unloading of cargo or passengers, and ship building and ship
248 repair facilities, but does not include long-term storage or related manufacturing facilities.

249 Future-conditions flood hazard area, or future-conditions floodplain: see Area of future-conditions
250 flood hazard.

251
252 Future-conditions hydrology: the flood discharges associated with projected land-use conditions
253 based on a community's zoning maps and/or comprehensive land-use plans and without
254 consideration of projected future construction of flood detention structures or projected future
255 hydraulic modifications within a stream or other waterway, such as bridge and culvert
256 construction, fill and excavation.

257
258 Highest adjacent grade: the highest natural elevation of the ground surface prior to construction
259 next to the proposed walls of a structure.

260
261 Historic Structure means any structure that is:
262 (a) Listed individually in the National Register of Historic Places (a listing maintained by
263 the Department of Interior) or preliminarily determined by the Secretary of the Interior
264 as meeting the requirements for individual listing on the National Register;
265 (b) Certified or preliminarily determined by the Secretary of the interior as contributing to
266 the historical significance of a registered historic district or a district preliminarily
267 determined by the Secretary to qualify as a registered historic district;
268 (c) Individually listed on a state inventory of historic places in states with historic
269 preservation programs which have been approved by the Secretary of the Interior; or
270 (d) Individually listed on a local inventory of historic places in communities with historic
271 preservation programs that have been certified either:
272 (1) By an approved state program as determined by the Secretary of the Interior of
273 (2) Directly by the Secretary of the Interior in states without approved programs.

274
275 Levee: a man-made structure, usually an earthen embankment, designed and constructed in
276 accordance with sound engineering practices to contain, control, or divert the flow of water so as
277 to provide protection from temporary flooding.

278
279 Levee system: a flood protection system which consists of a levee, or levees, and associated
280 structures, such as closure and drainage devices, which are constructed and operated in accordance
281 with sound engineering practices.

282
283 Lot: a tract, plot or portion of a subdivision or other parcel of land intended as a unit for the
284 purpose, whether immediate or future, of transfer of ownership or for building development.

285
286 Lowest Floor: the lowest floor of the lowest enclosed area (including basement). An unfinished
287 or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an
288 area other than a basement area is not considered a building's lowest floor; Provided, that such
289 enclosure is not built so as to render the structure in violation of the applicable non-elevation design
290 requirements of §60.3.

291
292 Manufactured home: a structure, transportable in one or more sections, which is built on a
293 permanent chassis and is designed for use with or without a permanent foundation when attached
294 to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

295
296 Manufactured home park of subdivision: a parcel (or contiguous parcels) of land divided into two
297 or more manufactured home lots for rent or sale.

298
299 Map: the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a
300 community issued by the Agency.

301
302 Mixed use building: a building that has both residential and non-residential uses.

303
304 Mean sea level: for purposes of the National Flood Insurance Program, the National Geodetic
305 Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a
306 community's Flood Insurance Rate Map are referenced.

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New Construction: for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *new construction* means structures for which the *start of construction* commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision: a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

100-year flood: see base flood.

Primary frontal dune: a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Program deficiency: a defect in a community’s flood plain management regulations or administrative procedures that impairs effective implementation of those flood plain management regulations or of the standards in §60.3, §60.4, §60.5, or §60.6.

Recreational vehicle – a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway: the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a violation: to bring the structure or other development into compliance with State or local flood plain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance, or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Residential building: a non-commercial building designed for habitation by one or more families or a mixed use building that qualifies as a single-family, two-to-four family, or other residential building.

Residential property means either a residential building or the contents within a residential building, or both.

Residential structure: any structure or portion thereof which is used or occupied as a dwelling or other living accommodations, including hotels and other lodging facilities.

Riverine: relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sand dune: naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Sheet flow area: see area of shallow flooding.

369 Single-family dwelling: either (a) a residential single-family building in which the total floor
370 area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b)
371 a single-family residential unit within a two-to-four family building, other-residential building,
372 business, or non-residential building, in which commercial uses within the unit are limited to less
373 than 50 percent of the unit's total floor area.

374
375 Special flood hazard area: see "area of special flood hazard."
376

377 Special hazard area: an area having special flood, mudslide (i.e., mudflow), or flood-related
378 erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30,
379 AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

380
381 Start of Construction: (for other than new construction or substantial improvements under the
382 Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement, and means
383 the date the building permit was issued, provided the actual start of construction, repair,
384 reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of
385 the permit date. The actual start means either the first placement of permanent construction of a
386 structure on a site, such as the pouring of slab or footing, the installation of piles, the construction
387 of columns, or any work beyond the stage of excavation; or the placement of a manufactured home
388 on a foundation. Permanent construction does not include land preparation, such as clearing,
389 grading and filling; nor does it include the installation of streets and/or walkways; nor does it
390 include excavation for a basement, footing, piers, or foundations or the erection of temporary
391 forms; nor does it include the installation on the property of accessory buildings, such as garages
392 or sheds not occupied as dwelling units or not part of the main structure. For a substantial
393 improvement, the actual start of construction means the first alteration of any wall, ceiling, floor,
394 or other structural part of a building, whether or not that alteration affects the external dimensions
395 of the building.

396
397 Structure: for floodplain management purposes, a walled and roofed building, including a gas or
398 liquid storage tank, that is principally above ground, as well as a manufactured home. *Structure*,
399 for insurance purposes, means:

- 400 (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed
401 to a permanent site;
402 (2) A manufactured home ("a manufactured home," also known as a mobile home, is a
403 structure: built on a permanent chassis, transported to its site in one or more sections,
404 and affixed to a permanent foundation); or
405 (3) A travel trailer without wheels, built on a chassis and affixed to a permanent
406 foundation, that is regulated under the community's floodplain management and
407 building ordinances or laws.

408 For the latter purpose, "structure" does not mean a recreational vehicle or a park trailer or other
409 similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage
410 tank.

411
412 Substantial damage: damage of any origin sustained by a structure whereby the cost of restoring
413 the structure to its before damaged condition would equal or exceed 50 percent of the market value
414 of the structure before the damage occurred.

415
416 Substantial improvement: any reconstruction, rehabilitation, addition, or other improvement of a
417 structure, the cost of which equals or exceeds 50 percent of the market value of the structure before
418 the "start of construction" of the improvement. This term includes structures which have incurred
419 "substantial damage", regardless of the actual repair work performed. The term does not,
420 however, include either:

- 421 (1) Any project for improvement of a structure to correct existing violations of state or local
422 health, sanitary, or safety code specifications which have been identified by the local code
423 enforcement official and which are the minimum necessary to assure safe living conditions
424 or
425 (2) Any alteration of a "historic structure, provided that the alteration will not preclude the
426 structure's continued designation as a "historic structure."

427
428 Variance: a grant of relief by a community from the terms of a flood plain management regulation.
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431 Technically incorrect: the methodology(is) utilized has been erroneously applied due to
432 mathematical or measurement error, changed physical conditions, or insufficient quantity or
433 quality of input data.

434
435 Two-to-four family building: a residential building, including an apartment building, containing
436 two-to-four residential spaces and in which commercial uses are limited to less than 25 percent of
437 the building's total floor area.

438
439 Violation: the failure of a structure or other development to be fully compliant with the
440 community's flood plain management regulations. A structure or other development without the
441 elevation certificate, or other certifications, or other evidence of compliance required in
442 §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such
443 time as that documentation is provided.

444
445 V-Zone: See "Coastal high hazard area."

446
447 Water Surface Elevation: The height, in relation to the National Geodetic Vertical Datum
448 (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and
449 frequencies in the floodplains of coastal or riverine areas."

450
451 SECTION 2

452
453 Section 9-61 (7), "Designation and duties of administrative agency", of Chapter 9 of the
454 Plaquemines Parish Code of Ordinances is amended, and as amended, shall now read as follows:

455
456 "Require that the flood carrying capacity within the altered or relocated portion of any watercourse
457 is maintained;"

458
459
460 SECTION 3

461
462 Section 9-83, "Residential Structures", of Chapter 9 of the Plaquemines Parish Code of Ordinances
463 is amended, and as amended, shall now read as follows:

464
465 A fourth subsection shall be added and shall read: "Furthermore, accessory structures shall comply
466 with FEMA policies #104-008-03 and P-2140, using the latest edition adopted by FEMA

467
468 SECTION 4

469
470 Section 9-122(b), "Approval Requirements and Conditions", of Chapter 9 of the Plaquemines
471 Parish Code of Ordinances is amended, and as amended, shall now read as follows:

472
473 "All new subdivision proposals and other proposed developments (including proposals for
474 manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser,
475 include within such proposals base flood elevation data to comply with requirements of 44 CFR §
476 60.3(b)(3)."

477
478 SECTION 5

479
480 The Secretary of this Council is hereby authorized and directed to immediately certify and release
481 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
482 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

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ORDINANCE NO. 24-

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

1 An Ordinance to amend the 2024 Manpower Structure and Operating Expenditure
2 Budget, Public Health Fund, Mosquito Control Department; and otherwise to
3 provide with respect thereto.

4 DIGEST: An ordinance to create and fund a full time Fog Truck Driver position in the Mosquito
5 Control department. *The digest is for informational purposes only and is superseded by the*
6 *language of the actual ordinance or resolution.*

7 WHEREAS, after a review of the manpower needs of the Mosquito Control Department, it has
8 been recommended to create and fund one full-time Fog Truck Driver position at an annual salary
9 of \$35,756 plus benefits; and

10 WHEREAS, an amendment to the 2024 Public Health Fund, Operating Expenditure Budget,
11 Mosquito Control Department is required;

12 NOW, THEREFORE:

13
14 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

15
16 The 2024 Manpower Structure is amended by creating and funding one full-time Fog Truck Driver
17 position in the Mosquito Control Department, at an annual salary of \$35,756 plus benefits.

SECTION 2

18
19 The 2024 Public Health Fund, Operating Expenditure Budget, Mosquito Control Department is
20 amended by appropriating \$48,950 from the Fund Balance Designated for Emergencies as follows:

Fund: 004 Public Health Fund			
Dept/Div: 542-2655 Mosquito Control Department			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	27,500
515.005	P/R Taxes FICA Taxes	Inc	400
516.105	Retirement (PERS)	Inc	3,160
517.005	Group Health Insurance	Inc	17,890

SECTION 3

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend the 2024 Library Services Fund, Operating Expenditure
2 Budget, Libraries-General Department; and otherwise to provide with respect
3 thereto.

4 DIGEST: An ordinance to appropriate \$41,050 to the Library Department to purchase a security
5 system for the Buras Library, to repair floors in the Belle Chasse Library and for grass cutting at
6 all libraries. Funding source is the Library Services Fund Unreserved/Undesignated fund balance.
7 *The digest is for informational purposes only and is superseded by the language of the actual*
8 *ordinance or resolution.*

9 WHEREAS, after a review of the operating expenditure budget for the Library Department, an
10 amendment is necessary;

11 NOW, THEREFORE:

12 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

14 The 2024 Library Services Fund, Operating Expenditure Budget, Libraries-General Department,
15 is amended by appropriating \$41,050 from the Library Services Fund Unreserved/Undesignated
16 Fund Balance as follows:

Fund: 006 Library Services Fund			
Dept/Div: 675-4240 Libraries-General Department			
Object	Description	Inc/Dec	Amendment
528.610	Maintenance Buildings and Ground	Inc	20,000
532.180	Prof Services – Grass Cutting	Inc	21,050

SECTION 2

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend and as amended, readopt Ordinance 23-41; and otherwise
2 to provide with respect thereto.

3 DIGEST: An ordinance to amend the hours of operation adopted by ordinance 23-41. *The digest*
4 *is for informational purposes only and is superseded by the language of the actual ordinance or*
5 *resolution.*

6 WHEREAS, Ordinance 23-41 was adopted to amend Chapter 13 of the Parish Code of Ordinances
7 by enacting “Article X – Food Truck Regulations: and

8 WHEREAS, it has been recommended to revise the hours of operation;

9 NOW, THEREFORE:

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11 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

12

SECTION 1

13 Section 13-146 – General Regulations of Ordinance 23-41 shall be revised as follows:

14 “(e) Vendors shall be allowed to operate 24 hours a day.

15

SECTION 2

16 The remainder of Ordinance 23-41 shall remain in full force and effect.

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SECTION 3

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend the 2024 Manpower Structure and Operating Expenditure
2 Budget; and otherwise to provide with respect thereto.

3 DIGEST: An Ordinance to amend the 2024 Manpower Structure and Operating Expenditure
4 Budget to create and fund positions in the Engineering & Public Works Department, Recreation
5 Department and Solid Waste District II Department. *The digest is for informational purposes only*
6 *and is superseded by the language of the actual ordinance or resolution.*

7 WHEREAS, after a review of the manpower structure it has been recommended to create and fund
8 two full-time Public Works Inspector positions at an annual salary of \$50,356 each plus benefits
9 in the Engineering and Public Works Department; create and fund one full-time Secretary position
10 at an annual salary of \$37,581 plus benefits in the Recreation-Facilities and Services Department;
11 and create and fund two full-time Truck Driver II positions at an annual salary of \$43,056 each
12 plus benefits in the Solid Waste District II Department;

13 NOW, THEREFORE:

14 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

16 The 2024 Manpower Structure, is amended by creating and funding two full-time Public Works
17 Inspector positions at an annual salary of \$50,356 each plus benefits in the Engineering & Public
18 Works Department; create and fund one full-time Secretary position at an annual salary of
19 \$37,581 plus benefits in the Recreation Facilities and Services Department; create and fund two
20 full-time Truck Driver II positions at an annual salary of \$43,056 each plus benefits in the Solid
21 Waste District II Department.

SECTION 2

23 The 2024 General Fund, Operating Expenditure Budget, is amended by appropriating \$173,840
24 from the Fund Balance Designated for Emergencies as follows:

Fund: 001 General Fund			
Dept/Div: 730-4360 Engineering & Public Works Dept.			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	77,480
515.005	P/R Taxes FICA Taxes	Inc	1,120
516.105	Retirement (PERS)	Inc	8,920
517.005	Group Insurance Health	Inc	35,780

Fund: 001 General Fund			
Dept/Div: 640-4060 Recreation Facilities and Services			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	28,910
515.005	P/R Taxes FICA Taxes	Inc	420
516.105	Retirement (PERS)	Inc	3,320
517.005	Group Insurance Health	Inc	17,890

48 The 2024 Solid Waste Disposal Fund, Operating Expenditure Budget is amended by appropriating
49 \$110,600 from the Solid Waste Disposal Fund Unreserved Undesignated Fund Balance as follows:

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51
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Fund: 005 Solid Waste Disposal Fund			
Dept/Div: 630-4048 Solid Waste District II			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	66,240
515.005	P/R Taxes FICA Taxes	Inc	960
516.105	Retirement (PERS)	Inc	7,620
517.005	Group Insurance Health	Inc	35,780

61

SECTION 3

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

RESOLUTION NO. 24-

The following Resolution was offered by Council Member Schulz who moved its adoption:

1 A Resolution making an appointment to the Plaquemines Parish Civil Service
2 Commission; and otherwise to provide with respect thereto.

3
4 *DIGEST:* To make an appointment to the Plaquemines Parish Civil Service Commission. *The*
5 *digest is for informational purposes only and is superseded by the language of the actual*
6 *ordinance or resolution.*

7
8 WHEREAS, Louisiana Const. Art. X, Sect. 4 provides for the process for appointments to the
9 local civil service commissions; and

10
11 WHEREAS, Dr. Louise Kaltenbaugh was properly appointed to the seat aligned with Univ. of
12 Holy Cross, for a term ending 12-31-2022 by Resolution 20-251; and

13
14 WHEREAS, Holy Cross President McNeely, sent a letter received by the Civil Service
15 Commission, dated 12-20-2023, purporting to nominate three persons, with Dr. Kaltenbaugh
16 listed as the first choice, for the term 1-1-2023 to 12-31-2028; and

17
18 WHEREAS, the nomination letter is over a year after the prior term had ended, and thus does not
19 comply the Constitution; and

20
21 WHEREAS, the Constitution provides that in the event a university fails to submit valid
22 nominations, the Parish Council is authorized to make a unilateral appointment; and

23
24 WHEREAS, Dr. Louise Kaltenbaugh continues to serve until her successor is appointed and
25 takes office;

26
27 NOW, THEREFORE:

28
29 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Plaquemines
30 Parish Council hereby appoints _____, to the Plaquemines Parish Civil
31 Service Commission, in the seat currently held by Dr. Louise Kaltenbaugh, for a term that shall
32 run through 12-31-2028.

33
34 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
35 Plaquemines Parish Council directs the Council Secretary to notify the appointee and the
36 Plaquemines Parish Civil Service Commission of the appointment.

37
38 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
39 Secretary of this Council is hereby authorized and directed to immediately certify and release
40 this Resolution and that Parish officials and employees are authorized to carry out the purposes
41 of this Resolution, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 24-

The following Resolution was offered by Council Member Schulz who moved its adoption:

1 A Resolution making an appointment to the Plaquemines Parish Civil Service
2 Commission; and otherwise to provide with respect thereto.

3
4 *DIGEST:* To make an appointment to the Plaquemines Parish Civil Service Commission. *The*
5 *digest is for informational purposes only and is superseded by the language of the actual*
6 *ordinance or resolution.*

7
8 WHEREAS, Louisiana Const. Art. X, Sect. 4 provides for the process for appointments to the
9 local civil service commissions; and

10
11 WHEREAS, Earl Sino, a Southern Univ. nominee, was properly appointed to the term ending
12 12-31-2022 by Resolution 18-66; and

13
14 WHEREAS, Southern Univ. President Dennis Shields should have submitted a letter nominating
15 three persons for appoint to the term 1-1-2023 to 12-31-2028; and

16
17 WHEREAS, Southern Univ. President Dennis Shields submitted a letter dated 1-18-2024 that
18 only included one nominee, Earl Sino; and

19
20 WHEREAS, the nomination by Southern Univ. does not contain three nominees, and thus does
21 not comply the Constitution; and

22
23 WHEREAS, the nomination letter is almost a year after the prior term had ended, and thus does
24 not comply the Constitution; and

25
26 WHEREAS, the Constitution provides that in the event a university fails to submit valid
27 nominations, the Parish Council is authorized to make a unilateral appointment; and

28
29 WHEREAS, Earl Sino continues to serve until his successor is appointed and takes office;

30
31 NOW, THEREFORE:

32
33 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Plaquemines
34 Parish Council hereby appoints _____, to the Plaquemines Parish Civil
35 Service Commission, in the seat currently held by Earl Sino, for a term that shall run through 12-
36 31-2028.

37
38 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
39 Plaquemines Parish Council directs the Council Secretary to notify the appointee and the
40 Plaquemines Parish Civil Service Commission of the appointment.

41
42 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
43 Secretary of this Council is hereby authorized and directed to immediately certify and release
44 this Resolution and that Parish officials and employees are authorized to carry out the purposes
45 of this Resolution, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 24-

The following Resolution was offered by Council Member Schulz who moved its adoption:

1 A Resolution adopting a process for appointments to the Plaquemines Parish Civil
2 Service Commission; to authorize the Council Chairman to notify nominating
3 universities of the newly adopted process; and otherwise to provide with respect
4 thereto.

5
6 *DIGEST:* To establish a process for processing the nominations and consideration of
7 appointment to the Civil Service Commission. *The digest is for informational purposes only and*
8 *is superseded by the language of the actual ordinance or resolution.*

9
10 WHEREAS, Louisiana Const. Art. X, Sect. 4 provides for the process for appointments to the
11 local civil service commissions; and

12
13 WHEREAS, the provisions of the Louisiana Constitution applicable to local civil service
14 commissions apply to the Plaquemines Parish Civil Service Commission; and

15
16 WHEREAS, historically the Civil Service Director has assumed the role as the point of contact
17 with nominating universities for appointments to the Commission; and

18
19 WHEREAS, the current process has led to nominations that are not in compliance with the
20 applicable constitutional provisions; and

21
22 WHEREAS, the current process has resulted in confusion and a lack of record with regard to the
23 receipt by the Council of university nominations; and

24
25 WHEREAS, the current process has resulted in members of the Commission serving beyond
26 their applicable term, thus effectively shortening the term of the successor commissioners; and

27
28 WHEREAS, the current process has resulted in the Council being prevented from exercising its
29 constitutional authority to make appointments to the Commission;

30
31 NOW, THEREFORE:

32
33 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Plaquemines
34 Parish Council adopts, as policy, the following process with regarding the process of
35 appointments to the Plaquemines Parish Civil Service Commission:

- 36 • The Council Secretary shall be the primary point of contact between the universities
37 authorized to nominate persons for appointment to the Plaquemines parish Civil Service
38 Commission;
- 39 • The Council Secretary shall notify each respective university in the early fall of the final
40 year of the term for the member of the Commission aligned with that university.
- 41 • The universities will be reminded to provide three qualified nominees, including for each
42 name, home address, telephone number and email address (if available);
- 43 • The nominations shall be delivered to the Council Secretary by US Mail, Certified, by
44 October 1st of the last year of the term of the Commissioner;
- 45 • The Council Secretary will notify the Chair of the Council of each nominations letter
46 received and the date of receipt;
- 47 • The Council Secretary shall provide a copy of the nominations letter to each member of
48 the Council;
- 49 • The Council Secretary will notify the Civil Service Commission of each appointee from
50 the list of qualified nominees.

51
52 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
53 Plaquemines Parish Council authorizes the Chairman to notify the nominating universities of the
54 policy adopted herein.

55
56 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
57 Secretary of this Council is hereby authorized and directed to immediately certify and release
58 this Resolution and that Parish officials and employees are authorized to carry out the purposes
59 of this Resolution, both without further reading and approval by the Plaquemines Parish Council.

60
61
62
63

RESOLUTION NO. 24-

The following Resolution was offered by Council Member Edwards who moved its adoption:

1 A Resolution to rescind, annul and set-aside Resolution No. 20-181 which
2 authorized President Kirk M. Lepine to contact the Louisiana State Legislature to
3 officially rename Highway 15 to Sergeant Paul Narcisse Memorial Highway; and
4 otherwise to provide with respect thereto.

5 WHEREAS, Resolution No. 20-181 was done in error and it was determined by the Legal
6 Department that in order to rename Highway 15 and Ordinance has to be adopted; and

7
8 WHEREAS, it is the desire of this Council to rescind, annul and set-aside Resolution No. 20-181;

9 NOW, THEREFORE:

10 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby rescinds,
11 annuls and sets-aside Resolution No. 20-181.

12 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
13 Secretary of this Council is hereby authorized and directed to immediately certify and release this
14 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
15 Resolution, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 24-

The following Resolution was offered by Council Member Edwards who moved its adoption:

1 A Resolution to appoint the District 1 replacement member to the Plaquemines
2 Parish Zoning & Planning-Development Board; and otherwise to provide with
3 respect thereto.
4

5 WHEREAS, the current District 1 Zoning Board member, Danielle Sylve, has resigned from the
6 Board and a replacement member is needed for remainder of the term;
7

8 NOW, THEREFORE:
9

10 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby appoints
11 Clarence Brocks as the replacement to the vacant seat left open for the District 1 member.
12

13 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT
14 Clarence Brocks term shall expire on December 31, 2026.
15

16 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
17 Secretary of this Council is hereby authorized and directed to immediately certify and release
18 this Resolution and that Parish employees and officials are authorized to carry out the purposes
19 of this Resolution, both without further reading and approval by the Plaquemines Parish Council.
20

RESOLUTION NO. 24-

The following Resolution was offered by Council Member McCarty who moved its adoption:

1 A Resolution granting conditional approval for a plan of subdivision of Tracts A
2 and B-2, Sections 2 and 73, T14S, R24E, Southeastern District of Louisiana, West
3 of the Mississippi River, Belle Chasse, Parish of Plaquemines into Lots 1 through
4 54 Square A, Lots 1 through 30 Square B, Lots 1 through 24 Square C, Barriere
5 Estates, and the dedication of George Boulevard, Numa Street, Alvin Street, and
6 Alvin Circle, and dedication of drainage servitudes and dedication sewer servitude,
7 Belle Chasse, Plaquemines Parish, Louisiana, as shown on the plans and plat of
8 survey Dufrene Surveying & Engineering, Inc., dated June 1, 2021, the owner
9 having fulfilled all of the requirements of the Subdivision and Resubdivision
10 Ordinance of the Parish of Plaquemines, without cost to the Plaquemines Parish
11 Government or the Parish of Plaquemines; and otherwise to provide with respect
12 thereto.

13 Digest: Hero Lands Acquisition want to develop a subdivision of 108 Lots. *The digest is for*
14 *informational purposes only and is superseded by the language of the actual ordinance or*
15 *resolution.*

16
17 WHEREAS, Hero Lands Acquisition Company, LLC, is the owners of property, situated in Belle
18 Chasse, Tracts A and B-2, Sections 2 and 73, T14S, R34E, Southeastern District of Louisiana,
19 West of the Mississippi River, Belle Chasse, Parish of Plaquemines, State of Louisiana, as more
20 fully shown on the plan and plat of subdivision by Dufrene Surveying & Engineering, Inc., dated
21 June 1, 2021, a print whereof is annexed hereto and made part hereof; and

22 WHEREAS, Hero Land Acquisition Company, LLC, as the owners of said property, has proposed
23 the subdivision of property designated as Tracts A and B-2, Sections 2 and 73, T14S, R24E,
24 Southeastern District of Louisiana, West of the Mississippi River, Belle Chasse, Parish of
25 Plaquemines, Louisiana, into Lots 1 through 54, Square A, Lots 1 through 30, Square B, Lots 1
26 through 24, Square C, Barriere Estates, and the dedication of George Boulevard, Numa Street,
27 Alvin Street, and Alvin Circle, and dedication of drainage servitudes and dedication sewer
28 servitude, Belle Chasse, Plaquemines Parish, Louisiana, as more fully shown on said plan; and

29 WHEREAS, the construction of Barriere Estates is to be performed in three phases (Phase 1, 2,
30 and 3) is conditioned upon the following:

- 31 1. That phases 1, 2 and 3 be constructed in accordance with the plan conditionally approved
32 on _____ and as approved herein;
33
34 2. That all the infrastructure and improvements to service and accommodated the lots in each
35 phase shall be constructed and completed by the developer in accordance with engineering
36 plans and plan of conditional approval, and inspected by the Parish Department Heads for
37 compliance, prior to the request for final approval; and
38
39 3. That each phase will require a separate final plan and Council approval.

40 WHEREAS, Hero Land Acquisition Company, LLC, as the owners of Barriere Estates has been
41 granted Conditional Approval by Council Resolution No. 22-78 dated March 24, 2022; and

42 WHEREAS, Hero Land Acquisition Company, LLC, has not completed improvements and is
43 requesting an extension under Ordinance No. 96-41; Section 20-8; and

44 WHEREAS, the design of all public utilities, services and facilities to be provided in the
45 subdivision according to said plan have been approved by all Department Heads or Boards charged
46 with the responsibility of maintaining and inspection said public utilities, services and facilities;

47 NOW, THEREFORE:

48 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT of the Parish of
49 Plaquemines, Louisiana, that the above described plan of resubdivision of property designated as

50 Tract A and B-2, Sections 2 and 73, T14S, R24E, Southeastern District of Louisiana, West of the
51 Mississippi River, Belle Chasse, Parish of Plaquemines into Lots 1 through 54 Square A, Lots 1
52 through 30 Square B, Lots 1 through 24 Square C, Barriere Estates, and the dedication of George
53 Boulevard, Numa Street, Alvin Street, and Alvin Circle, and dedication of drainage servitudes and
54 dedication sewer servitude, Belle Chasse, Plaquemines Parish, Louisiana, as shown on the plans
55 and plat of survey Dufrene Surveying & Engineering, Inc., dated June 1, 2021, a print whereof is
56 annexed here to and made a part hereof, be conditionally approved, and that the approval of the
57 Parish President, Directors and all appropriate Parish department heads of the aforesaid plan and
58 plat be ratified.

59 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
60 construction of Barriere Estates shall be performed in three phases as shown on the attached plan
61 of subdivision by Dufrene Surveying & Engineering, Inc., dated June 1, 2021, and is conditioned
62 upon the following:

- 63 1. That phases 1, 2 and 3 be constructed in accordance with the plan conditionally approved
64 on _____ and as approved herein;
65
- 66 2. That all the infrastructure and improvements to service and accommodated the lots in each
67 phase shall be constructed and completed by the developer in accordance with engineering
68 plans and plan of conditional approval, and inspected by the Parish Department Heads for
69 compliance, prior to the request for final approval; and
70
- 71 3. That each phase will require a separate final plan and Council approval.
72

73 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Parish
74 President be and is hereby authorized to execute any and all acts and documents necessary and
75 proper in the premises to give full force and effect to the aforesaid Resolution.

76 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT
77 conditional approval of the plan shall be authority for the owners of the subdivision only to proceed
78 with construction and installation of improvements and work in order to comply with the
79 requirements of the Ordinance No. 96-41, as amended, Plaquemines Parish Subdivision
80 Ordinance, and shall not authorize said owners to sell any lots in the proposed subdivision.

81

49 Dufrene Surveying & Engineering, Inc., November 1, 2023, for the Parish of Plaquemines and the
50 Plaquemines Parish Government, and to execute any and all acts and documents necessary and
51 proper in the premises to give full force and effect to the aforesaid Ordinance.

52 SECTION 3

53 The Plaquemines Parish Government accepts no responsibility or liability for construction,
54 maintenance or improvements of any future or now existing non-dedicated streets, roads, right of
55 ways, utilities, drainage structures and other improvements that may or may not be shown on the
56 aforementioned plan and plat of survey or later developed.

57 SECTION 4

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend the 2024 General Fund, Operating Expenditure Budget,
2 Coastal Resource and Protection Department; and otherwise to provide with respect
3 thereto.

4 DIGEST: An ordinance to amend the 2024 Operating Expenditure Budget by appropriating
5 \$200,000 to the Coastal Resource and Protection Department for State and Federal levee
6 inspection. Funding source is the Fund Balance Designated for Emergencies. *The digest is for*
7 *informational purposes only and is superseded by the language of the actual ordinance or*
8 *resolution.*

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

11 NOW, THEREFORE:

12 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

14 The 2024 General Fund, Operating Expenditure Budget, Coastal Resource and Protection
15 Department is amended by appropriating \$200,000 from the Fund Balance Designated for
16 Emergencies as follows:

Fund: 001 General Disposal			
Dept/Div: 772-4600 Coastal Resource and Protection Dept.			
Object	Description	Inc/ Dec	Amendment
532.001	Professional Services General	Inc	200,000

SECTION 2

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

48 The above described property contains 2.424 acres and all and more fully shown
49 on the Rezoning Plat, Oakville Properties, Oakville, Louisiana, by Bryant Hammett
50 and Associates, certified by Hugh McCurdy, III, PLS, dated December 12, 2023.
51 Bearings refer to the State Plane Coordinate System, South Zone.

52 SECTION 2

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

56

57

50 The above described property contains 2.424 acres and all and more fully shown
51 on the Rezoning Plat, Oakville Properties, Oakville, Louisiana, by Bryant Hammett
52 and Associates, certified by Hugh McCurdy, III, PLS, dated December 12, 2023.
53 Bearings refer to the State Plane Coordinate System, South Zone.

54 **SECTION 2**

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

58
59 **WHEREUPON**, in open session the above Ordinance was read and considered section by section
60 and as a whole.

61
62 Council Member _____ seconded the motion to adopt the Ordinance.

63 The foregoing Ordinance having been submitted to a vote; the vote resulted as follows:

64 YEAS:

65 NAYS:

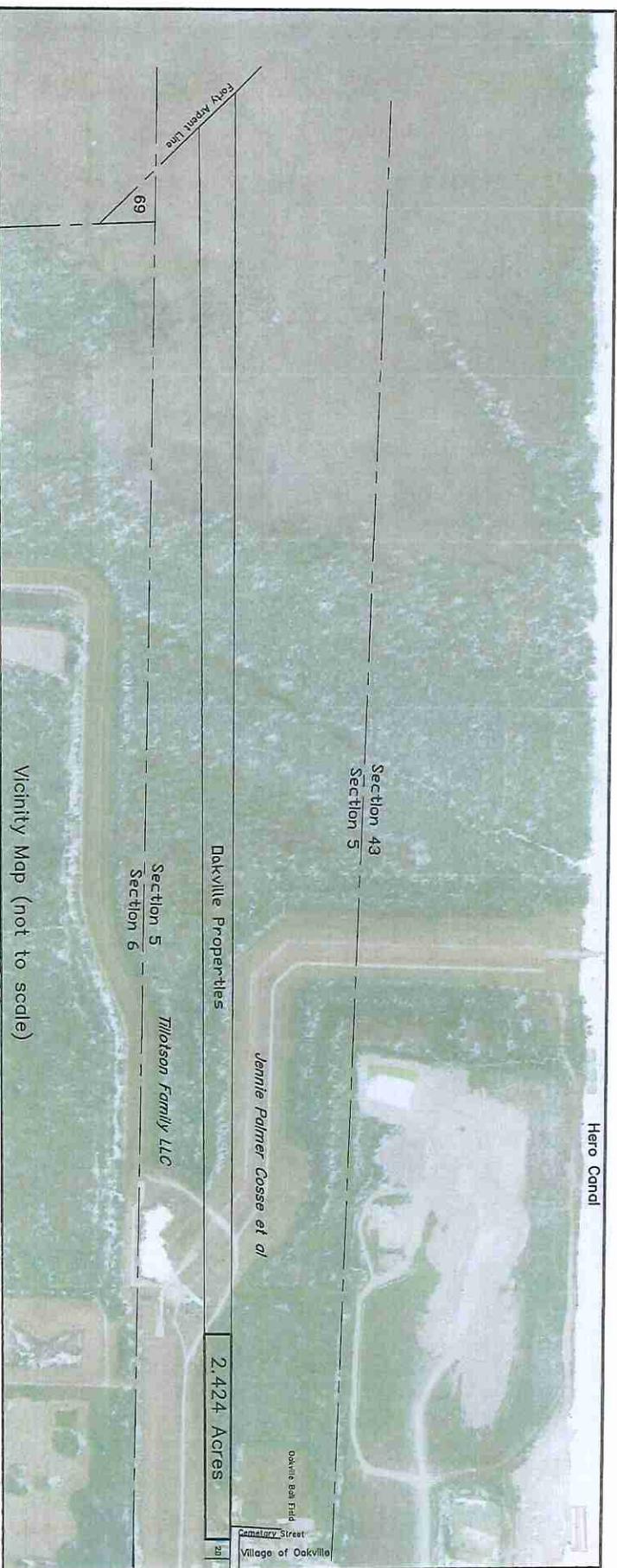
66 ABSENT:

67 PRESENT BUT NOT VOTING:

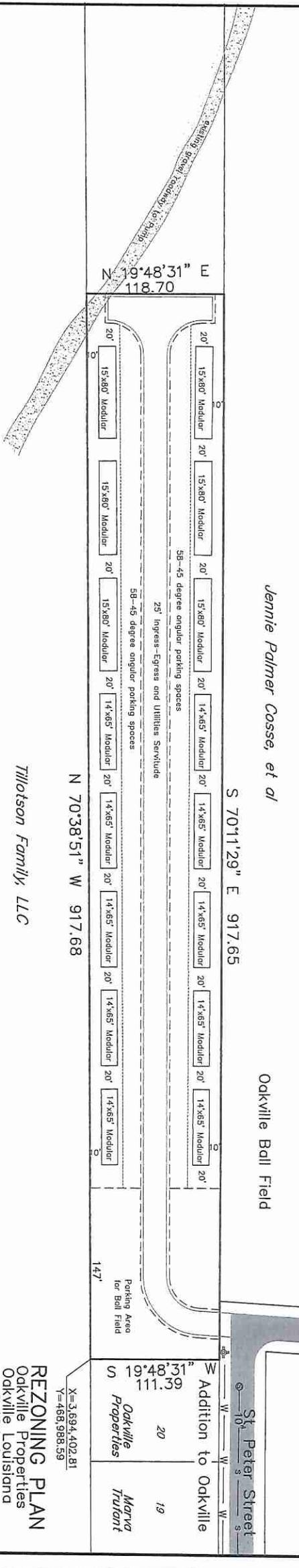
68 And the Ordinance was adopted on this the _____ day of _____, 2024.

69

70



Plaquemines Parish, La.
T 15 S R 24 E
Section 5



REZONING PLAN
Oakville Properties
Oakville Louisiana
2.424 Acres

- NOTES:
- 1) Bearings are based on Louisiana State Plane Coordinate System (South Zone NAD83, 2011).
 - 2) Subject property lies in FEMA Zone AE in accordance with FIRM 22075C0070E dated 1/15/2021.
 - 3) This is to certify that this survey was done by me or under my direct supervision and control and that it was done on the ground and was done in accordance with the most recent standards of the Louisiana Professional Engineers and Land Surveyors Board and that the accuracy of the bearings and positional tolerances are based on class "C" surveys indicated in the above standards.

Reduced



**Bryant Hammett
And Assoc., L.L.C.**
6885 Highway 84 West
Ferriday, Louisiana 71334
(318) 767-6576
8649 Highway 23
Belle Chasse, La. 70037
(504) 733-8004 hmcdrdy@bha-engineers.com

NO.	DESCRIPTION	BY

Amended

Prepared at the request of
Oakville Properties

Date:
12/12/2023

Scale:
1" = 60'

APPROVED RIDER FOR ATTACHMENT TO
1981 LOUISIANA STATE AND STATE AGENCY LEASE FORMS

1. Marketing of Natural Gas

For the purposes of this rider, the term "gas" shall include (i) gas well gas, (ii) gas cap gas produced after depletion of the oil column, and (iii) gas produced during the blow down period in a cycling or other secondary recovery project. These terms are to be construed as same are commonly understood in the oil and gas industry.

The parties hereto recognize and acknowledge that one of the essential considerations for Lessor entering into the oil, gas and mineral lease to which this rider is attached as a part thereof (herein referred to as the "Lease") is that if a well capable of producing gas in paying quantities is completed on the leased premises, or on lands pooled or unitized therewith, and is completed in a reservoir, or reservoirs, not previously committed to a gas sales contract, as permitted hereinafter, such gas, insofar as attributable to the leased premises, shall be sold to an intrastate market, if such a market is available within a reasonable period of time as hereinafter provided. Therefore, in order to carry out the intentions of Lessor and Lessee in this regard, the parties hereto do hereby and by these presents agree that once a well capable of producing gas in paying quantities has been completed on the leased premises or on lands pooled or unitized therewith, the following agreements shall be thereafter effective:

(a) In the event such well is completed and qualified as a well capable of producing gas well gas, the Lease shall remain in force notwithstanding Paragraph 6(d) of the Lease without any shut-in payments being due from Lessee to Lessor for an initial period of eighteen (18) months after (a) such completion date, or (b) the effective date of pooling or unitization, as the case may be (herein called the "Initial Period"). During the Initial Period, Lessee agrees to make a diligent and good faith effort to obtain an intrastate market for the gas and, if such a market can be obtained, to enter into a gas sales contract for the intrastate marketing of said gas upon the best terms that can be obtained, but on terms customary in the industry for such contracts; or in lieu of obtaining a new intrastate market, Lessee shall have the option to deliver such gas under existing intrastate contracts (including amendments thereto) or take the gas for its own intrastate use. If the gas is delivered under such an existing contract, royalty shall be paid thereon as set forth in Paragraph 6(b) of the Lease except that for purposes of determining prudence of negotiations and value of such gas where applicable under Paragraph 6(b) it shall be considered that the contract was negotiated and executed on the date such delivery commenced. If the gas is taken by Lessee for its own intrastate use and royalty is due thereon, such royalty shall be based on the current market value of the gas when so used. It is further provided that if the initial intrastate contract is for a term of five (5) years or less, then if upon its termination, the well is still capable of producing gas in paying quantities, all of the provisions of this rider shall be applicable to the obtaining of a new market for the gas and the Initial Period shall be deemed to commence as of the expiration date of the first intrastate contract. In no event, however, shall Lessee be required to sell gas to an intrastate market on terms and conditions less favorable than those which could be negotiated

for a sale to an interstate market. Among the conditions to be considered in making this determination are the price to be paid for the gas; the availability and the cost, direct or indirect, to Lessee of a pipeline outlet; length of contract; inclusion of any price escalation; adjustment for BTU content; renegotiation provisions; on-line processing rights and availability of facilities; and rate of take. If, however, at the end of the Initial Period Lessee shall not have commenced the delivery of the gas to an intrastate market or shall not have entered into a firm intrastate gas sales contract on the terms and conditions hereinabove set forth, but during such period has drilled, or has commenced operations for the drilling of, an additional well on the leased premises, or on lands pooled or unitized therewith, in an attempt to establish additional gas reserves, or additional producibility, then Lessee, at its option, shall be entitled to an additional six (6) months period (herein called the "Second Period"), commencing at the end of the Initial Period, within which to seek an intrastate market for such gas on the basis above set forth. In the event Lessee elects to obtain the Second Period, he shall prior to the end of the Initial Period so inform Lessor to that effect in writing and shall identify the additional well drilled or commenced during the Initial Period. During the Second Period the Lease shall remain in effect without any shut-in payment being due by Lessee to Lessor.

(b) As to gas cap gas (i.e. gas which cannot be produced until such time as the oil phase of the reservoir is depleted) and as to gas produced during the blow down period in a cycling or secondary recovery project, the provisions of subparagraph (a) above shall be applicable, except (i) the Initial Period defined in subparagraph (a) above shall not commence until the date on which such gas cap gas or blow down gas is available for production and marketing, and (ii) the Second Period defined in subparagraph (a) above shall not be effective as to any gas covered by this subparagraph (b).

(c) Lessor and Lessee further agree that if within ninety (90) days after the commencement of the Initial Period, as defined in subparagraph (a) above, Lessee has not obtained an intrastate market for said gas after a diligent effort to obtain same and Lessee has the opportunity to sell gas to an interstate market under emergency or other short term sale contracts with pregranted abandonment or similar withdrawal required by federal regulatory authority, it shall, upon being granted said authorization and pregranted abandonment or other withdrawal by federal regulatory authority, have the right to sell said gas to said interstate market provided that the term of any such emergency or other short term sale contract shall not exceed the term of the Initial Period and the Second Period, if applicable.

(d) If at the end of the Initial Period or the Second Period, as the case may be, Lessee has provided for the intrastate marketing of said gas, but Lessee has not been able physically to commence delivery of gas to the market, then Lessee shall have an additional free period of six (6) months to permit installation of the necessary marketing equipment and facilities and to commence deliveries under that contract without any shut-in payment being due by Lessee to Lessor. If, at the end of the free period of six months provided for in the preceding sentence, deliveries have not commenced despite Lessee's good faith efforts to connect to the available market

and if the Lease is not otherwise being maintained, Lessee may maintain the Lease by making shut-in gas payments as provided for in Paragraph 6(d) thereof, and it shall be considered that the well with respect to which such payments are to be made was shut-in as of the end of the said additional free period.

(e) If at the end of the Initial Period or the Second Period identified above, as the case may be, Lessee has not provided for the intrastate marketing of said gas as set forth herein, and Lessor and Lessee have not mutually agreed to extend the period during which an intrastate market for said gas may be sought, Lessee shall be free to market said gas in interstate commerce. In addition, if at that time the Lease is not being otherwise maintained by separate operations or production as set forth in Paragraph 6(d) thereof, and Lessee desires to maintain the Lease by making shut-in gas well payments as provided for in said Paragraph 6(d), it shall be considered that the well with respect to which such payments are to be made was shut-in as of the end of the Initial Period or Second Period, as the case may be.

(f) Lessor shall have the right, but not the obligation, to assist Lessee in its attempts to secure an intrastate market for any gas discovered on or allocated to the leased premises, which shall include the submission through Lessor's efforts of offers from prospective purchasers; provided, however, that if Lessee shall have complied with its obligations as provided for herein to attempt to obtain an intrastate market, the decision of Lessee on the acceptance or rejection of such intrastate offers shall be final insofar as gas attributable to the interest of Lessee is concerned.

(g) Lessee shall make a full and complete disclosure to Lessor of its efforts to obtain an intrastate market, including information concerning the contracts made with prospective intrastate purchasers and the details of all interstate and intrastate offers made to Lessee as well as all contracts entered into under subparagraph 1(c) hereof. This information shall be furnished quarterly, beginning with the commencement of the Initial Period. All such information shall be kept strictly confidential by Lessor.

(h) Lessee shall not sell or commit to a contract any gas to be produced from or allocated to the leased premises unless said gas is to be produced from or allocated to a zone or zones, or their stratigraphic equivalent, which have been determined to be capable of producing gas in paying quantities on the effective date of such sale or commitment. Upon being presented reasonable justification for same, Lessor may elect to waive this restriction. It is further provided that the provisions of this rider and the time periods provided for herein shall relate separately to each such contract and to each different gas reserve as hereinafter defined. For the purposes of this rider, each separate zone, or as the case may be, each separate pool or reservoir not committed under any prior gas contract shall be considered a "different gas reserve;" or if a prior contract committed all reserves to a specific depth or depths, "different gas reserves" shall be considered to be any discoveries below that specified depth or depths. In the event of the completion of a well in a different gas reserve, the Initial Period, as hereinabove defined, shall commence on the date a well is first

completed in said different reserve or, as the case may be, when the gas is first ready for production and marketing.

(i) Lessor may waive any of the time periods provided for herein if it becomes satisfied that an intrastate gas market is not and will not be available, or if such waiver appears to be in the best interest of the State of Louisiana, and in connection therewith may enter into balancing agreements or similar agreements for placing other gas into an intrastate market under the terms of which Lessee may agree that the identical volume of gas produced from or allocated to the leased premises and sold by Lessee to an interstate market may subsequently be dedicated to or sold by Lessee to an intrastate market whether said gas is realized by Lessee out of subsequent production from or allocated to the leased premises or from other properties of Lessee.

(j) Lessee shall have the right to process the gas and sell the liquid components thereof as permitted by the Lease; provided, however, that if the gas has not previously been committed to an interstate market, no processing or other handling shall be utilized that will destroy the intrastate status of the gas.

2. Marketing of Oil and Other Liquid Minerals

(a) If either oil or other liquid mineral is produced in paying quantities, from the leased premises or on lands pooled or unitized therewith, such minerals, insofar as they are attributable to the leased premises, shall be sold by Lessee to an intrastate market for refining or processing in the State of Louisiana if such market is available within a reasonable period of time, as more fully set out herein below; or in lieu of obtaining a new intrastate market, Lessee may deliver such minerals under its existing intrastate contracts to be refined or processed in the State or to take the minerals for its own intrastate refining or processing. If Lessee does not elect to deliver such minerals under existing intrastate contracts or to take such minerals for its own intrastate uses, then for a period of ninety (90) days from the date of such production Lessee agrees to make a diligent and good faith effort to obtain an intrastate market for such minerals that will cause them to be refined or processed in the State of Louisiana, and, if such a market can be obtained, to enter into a contract for the sale of such minerals to an intrastate market upon the best terms that can be negotiated, but on terms customary in the industry for such contracts. In no event, however, shall Lessee be required to sell such minerals to an intrastate market at a price less favorable than that which could be negotiated for a sale of the minerals to an interstate market and in no event shall Lessor's royalty be based on less than the current market value of the minerals. If at the end of the ninety (90) day period Lessee has not been able to sell such minerals to an intrastate market in accordance with the provisions hereof, Lessee shall be free to market such minerals to any purchaser whether intrastate or interstate in character. If the minerals are taken by Lessee for its own use or are delivered under an existing intrastate contract and royalty is due thereon, such royalty shall be based on the current market value of the minerals when so used or delivered.

(b) If the ninety (90) day period becomes operative, then it will be considered as a period during which Lessee is

producing minerals from the premises in paying quantities, which production will have the same effect as actual production would have on the lease.

(c) For the purpose of assessing the performance of Lessee of the obligations imposed by this Paragraph 2, the disclosure provisions of Paragraph 1(g) of this rider shall be applicable.

(d) The waiver provisions of Paragraph 1(i) of this rider shall be applicable to the terms and conditions contained in this Paragraph 2.

3. Deferred Development

Notwithstanding anything to the contrary herein contained, it is understood and agreed that in the event during the primary term of this Lease, or within one (1) year thereafter (if the Lease is then in force and effect), a portion of the property covered hereby is integrated and included or placed with other lands in a pooled or combined unit, whether by order of a governmental agency or by conventional contract, then unit drilling operations or unit reworking operations or unit production from a well situated on lands or property embraced in such unit or units (hereinafter collectively called "unitized operations"), shall serve to maintain this Lease in force and effect as to the entirety of the leased premises, subject however to the following express requirements in lieu of reasonable development of the "outside acreage," as hereinafter defined, which is not otherwise maintained under the terms of this Lease all as set out more completely hereinbelow in this Paragraph 3. If on the anniversary date of the Lease next ensuing after the commencement of unitized operations (or if the first date of unitized operations is less than 90 days prior to the anniversary date, then on the expiration of 90 days after such first date of unitized operations) the Lease is not being maintained under its terms by means other than unitized operations, the Lease shall terminate on said anniversary date (or at the end of said 90 day period as the case may be) as to all outside acreage unless on or before said anniversary date (or the end of said 90 day period, as the case may be) Lessee pays or tenders to Lessor, as a deferred development payment, a sum of money equal to one-half of the rate per acre of the cash payment paid for the Lease multiplied by the number of acres then comprising the outside acreage, which tender or payment shall maintain this Lease in effect as to such outside acreage not otherwise maintained under the terms of the Lease until the next ensuing anniversary date. By similar tender or payment of a deferred development payment on or before each succeeding anniversary date this Lease may so be maintained in force during the remainder of the primary term (if any) and for two years thereafter as to such outside acreage. After the expiration of the periods during which the Lease may be maintained by deferred development payments as above provided, if this Lease at any time is not being maintained in effect by other than unitized operations, it shall terminate as to all outside acreage not otherwise so maintained under the provisions of this Lease, provided that if a unit or units are created after the expiration of said periods the effect of which is to convert non-unitized operations as hereinafter defined, into unitized operations, it shall be regarded for all purposes of this Lease as though there had been on the effective date of such unit or units a cessation of production on the outside acreage. If at any time during the primary term of the Lease or within one year

thereafter there is a cessation of all non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then Lessee, in lieu of resuming non-unitized operations as provided in this Lease, may elect to maintain the Lease in effect as to the outside acreage by tendering or paying a deferred development payment, computed as hereinabove provided, on the next ensuing anniversary date of this Lease (or within 90 days from the cessation of non-unitized operations if such cessation should occur less than 90 days prior to such anniversary date). If at any time during the second year after the primary term of the Lease, there is a cessation of non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then the entire Lease shall nevertheless remain in effect until the next ensuing anniversary date.

Nothing contained in this Paragraph 3 is intended to create nor shall have the effect of creating several or separate leases, or in any manner to extend, increase or limit the obligation of Lessee to protect the leased premises from drainage as stated in the Lease, or otherwise. If at any time, either during the primary term of the Lease or the limited extension of the Lease beyond its primary term as provided above in this Paragraph 3, as to the outside acreage not otherwise held under the terms hereof, Lessee conducts non-unit drilling operations or non-unit reworking operations or obtains non-unit production from the leased premises (collectively defined as "non-unitized operations"), then the provisions of this paragraph shall not thereafter apply so long as said non-unitized operations shall continue.

The provisions of this Paragraph 3 shall also be applicable to a unitized shut-in gas well, but in this event, the annual deferred development payment shall be reduced by deducting therefrom the amount of shut-in gas well payments paid, if any, during the same period under Paragraph 6 of the Lease which is applicable to the acreage on which the deferred development payment is applicable.

For purposes of this paragraph the following definitions shall apply:

(a) The term "anniversary date" shall mean the date of this Lease and the same date of each next ensuing year or years.

(b) The term "outside acreage" shall mean all of the leased premises, except any portion(s) thereof included in a unit or units on which unitized operations are being conducted. The provisions of this paragraph shall also apply to any unit, ordered or created, which wholly underlies the property covered by this lease.

4. Environmental and Other Considerations

Lessee hereby agrees, as one of the obligations of this rider, that in exercising the rights granted it under the Lease, it will comply with and be subject to all applicable environmental and other laws and regulations validly adopted or issued by the State of Louisiana, or its agencies, or by the United States, or its agencies. Lessee further agrees that it

will comply with all minimum water quality standards validly adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas. Further, in conducting all operations under this Lease requiring dredging, filling, or local navigation in order to explore, develop or exploit shallow-water areas, Lessee shall comply with the applicable requirements of the appropriate Louisiana State Agency charged with the environmental management of said area. Finally, it is understood and agreed that on depletion of production or completion of operations under this Lease, the Lessee shall remove all structures which would impede commercial fishing and trawling, including, without limitation, all submerged materials, equipment or debris placed on the leased premises by or for the account of Lessee; and the affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as nearly equivalent to that which existed before said operations were conducted and/or structures were constructed. Lessee further agrees that in exercising the rights granted it hereunder and in discharging the obligations undertaken in Paragraph 2 of this rider, involving issuance of advance certifications, permits or approvals, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of the proposed operations.

5. Notice

Except in the situations where specific time periods are established for performance, Lessee shall not be in default under the Lease with respect to the violation of any provision of this rider until 30 days after written notice of such violation is received from Lessor, and Lessee has not corrected or commenced to correct such violation.

6. Conflict of Terms

Unless specifically provided otherwise, in the event of a conflict between any provision of this rider and any of the provisions of the Lease, the provisions of this rider shall control.

7. Severability

In the event that this rider or any provision hereof is declared to be illegal or unconstitutional, its nullity shall in no way impair the validity of the Lease to which this rider is attached or of other portions of the rider not declared illegal or unconstitutional; provided that Lessee shall not directly or indirectly institute or cause to be instituted any action seeking to declare the nullity or the unenforceability of this rider or any part thereof.

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

STATE AGENCY LEASE
LOUISIANA STATE AGENCY LEASE FORM
REVISED, 1981 WITH APPROVED
RIDER ATTACHED

WHEREAS, under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the PLAQUEMINES PARISH GOVERNMENT, of the State of Louisiana, advertised for bids for a lease covering oil, gas and other liquid or gaseous minerals in solution and produced with oil or gas on the property described below; and,

WHEREAS, in response to the required advertisements, bids were received at the Oil, Gas and Mineral Office on the 21 day of February, 2024.

WHEREAS, by Ordinance No. ____ duly adopted at a meeting of the PLAQUEMINES PARISH COUNCIL on the ___ day of ___, 2024, the PLAQUEMINES PARISH GOVERNMENT accepted the bid of Hilcorp Energy I, L.P. whose mailing address is 1111 Travis St, Houston, Tx 77002-5924

Attn:
hereinafter referred to as "Lessee" as being the most advantageous to said state agency.

NOW, THEREFORE, be it known and remembered that PLAQUEMINES PARISH GOVERNMENT of the State of Louisiana acting under said authority, as Lessor, does hereby lease, let and grant exclusively unto the said Lessee, and Lessee's successors and assigns, the property described below for the purpose of exploring by any method, including but not limited to geophysical and geological exploration for formations or structures and prospecting and drilling for and producing oil, gas and any other liquid or gaseous minerals in solution and produced with oil or gas, hereinafter sometimes referred to for convenience as oil, gas or other liquid or gaseous mineral. In connection therewith, Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, including but not limited to storing minerals and fluids in facilities or by means other than subsurface storage; laying pipelines; dredging canals; and building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and facilities. The leased property, situated in the Parish of PLAQUEMINES, State of Louisiana, is more fully described as follows:

Parish Tract 24-1

"All of the Plaquemines Parish Government's right, title and interest, as the Buras Levee District, in and to the following described property located in Section 17, Township 21 South, Range 27 East Drakes Bay Field, estimated to contain approximately 36 acres, more or less, Buras Levee District, Plaquemines Parish, Louisiana, to-wit:

Legal Description:

SEE ATTACHED EXHIBIT "A"

This description covers all lands either presently or formerly existing within the above described boundaries conveyed to the

Buras Levee District by the State of Louisiana. Plaquemines Parish Government, as the Buras Levee District, asserts and claims full ownership of all mineral interests in all submerged lands and water-bottoms in the Attached Exhibit "A" area that were formerly lands when conveyed or transferred to the Buras Levee District by the State of Louisiana."

This lease excludes free sulphur, potash, lignite, salt and other solid minerals. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits.

1. Lessee has this day paid to Lessor a cash payment of Seven Thousand Nine Hundred Twenty and No/100 (\$7,920.00) Dollars, one-half ($\frac{1}{2}$) of which is bonus as full and adequate consideration for every right granted hereunder and not allocated as mere rental for a period, and one-half ($\frac{1}{2}$) of which is rental for the first year of this lease.

2. Subject to the other provisions hereof, this lease shall be for a term of (3) years from the date hereof (hereinafter called "primary term") and as long thereafter as oil, gas, or any other liquid or gaseous mineral is produced hereunder in paying quantities or any operation is conducted, payment is made, or condition exists, which continues this lease in force, according to its terms.

3. If actual drilling operations are not commenced hereunder on the leased premises in good faith on or before one year from the date hereof, this lease shall then terminate unless Lessee on or before the expiration of that period shall pay or tender to the Lessor the sum of Three Thousand Nine Hundred Sixty and No/100 (\$3,960.00) Dollars, (hereinafter called "rental") which shall not be less than one-half of the above cash payment and which shall extend for twelve (12) months the time within which drilling operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders, all of Lessee's rights hereunder may be maintained without actual drilling operations for successive periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee made payable to the order of Lessor and delivered or mailed by registered mail to the Lessor on or before the rental paying date.

4. (a) If on any rental paying date actual drilling operations are being conducted on, or production in paying quantities is being obtained from the leased premises, no rental shall be due for the annual rental period then commencing; if actual drilling operations be abandoned at any time within a period of ninety (90) days prior to any rental paying date or if production ceases within such ninety (90) days, Lessee shall have a period of ninety (90) days after the date of such abandonment of operations or cessation of production within which to commence or resume production, commence actual drilling operations on the leased premises, or make the rental payment, and the commencement or resumption of production, commencement of such operations, or payment of rental within the ninety (90) day period shall have the same effect as though resumed, commenced, or paid on or before the rental paying date.

(b) If at the expiration of the primary term oil, gas or other liquid or gaseous mineral is not being produced hereunder but on or before that date (or on or before the end of ninety (90) days following cessation of production or abandonment of a well, if a well be abandoned or production should cease within ninety (90) days prior to the expiration of the primary term) Lessee commences actual drilling or reworking

operations on the leased premises in an effort to make the premises produce any such minerals (or production is commenced or resumed during such ninety (90) day period), then this lease shall continue in force so long as such operations are being conducted in good faith without lapse of more than ninety (90) days between cessation of operations and their recommencement whether on the same well or wells or on a different well or wells successively or so long as the production so commenced or resumed is obtained in paying quantities. If at any time or times after the expiration of the primary term production hereunder should for any reason cease or terminate, Lessee shall have the right at any time within ninety (90) days from cessation of production to resume production or actual drilling or reworking operations in an effort to make the leased premises again produce any of such minerals, in which event this lease shall remain in force so long as such operations are continued as above provided. If as a result of any such operations, oil, gas, or other liquid or gaseous mineral be found and produced or the production of any of them be restored, this lease shall continue in force so long as any of them is produced hereunder in paying quantities or this lease is otherwise being maintained as herein provided.

(c) This lease may be maintained in force by directional drilling operations (deviation from vertical), in which event actual drilling operations shall be considered to have commenced on the leased premises when the drill stem penetrates beneath the surface of the leased premises.

(d) Wherever used in this lease, "actual drilling operations" means actual drilling (commenced by spudding in) of a new well, or the good faith deepening, sidetracking, or the plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); and "reworking operations" means reconditioning, cleaning out, or otherwise attempting in good faith to establish, increase, or restore production in an existing well by downhole operations. Once commenced, any such operations shall be deemed to continue so long as they are conducted in good faith without lapse of more than ninety (90) days. Actual drilling operations shall be deemed to terminate on the last day actual operations of any kind, such as drilling, testing, or installation of equipment are conducted in good faith for the purpose of attempting to discover minerals or to complete a well as a producer. Reworking operations shall be deemed to terminate on the last day such operations are conducted in good faith for the purpose of establishing, increasing, or restoring production. "Paying Quantities" as used in this lease means paying quantities as defined by Article 124 of the Louisiana Mineral Code, provided that in addition thereto, and notwithstanding the provisions of Article 125 of said Code, the royalties payable on such production must also be sufficient to constitute a serious or adequate consideration to Lessor to maintain this lease in effect. Installation of equipment to complete a well as a producer, as that phrase is used herein, shall not include the installation of flow lines or other surface facilities of any kind whatsoever needed to produce the well, but refers to that equipment necessary to maintain downhole completion activity.

5. The obligations set forth in this Article are applicable only to wells drilled on property which is not part of a pooled unit containing all or any portion of the leased property. Such property is hereinafter described in this Article as "adjoining property".

(a) If at any time during or after the primary term there is completed on adjoining property a well located within six hundred and sixty (660) feet of the leased premises (or within any spacing or pooling unit distance greater than 660 feet established by the Commissioner of Conservation) and such well produces oil, gas, or other liquid or gaseous mineral in paying quantities for twenty (20) days (which need not be consecutive) during any period of thirty (30) days, or produces its monthly allowable during such thirty (30) day period, rebuttable presumptions will arise: (1) that the leased premises are thereby being drained; (2) that the leased premises are not being reasonably protected from drainage by any well or wells on the leased premises or land pooled therewith; and (3) that an offsetting well on the leased premises would be economically feasible. If Lessee is the operator of or has a working interest in the adjoining property, Lessee will begin actual drilling operations for a well on the leased premises within ninety (90) days after the end of the above thirty (30) day period. In all other cases Lessee shall be required to begin such operations only within ninety (90) days after receipt of written notice from the Parish of the expiration of the above thirty (30) day period. No offset well shall be necessary if, on or before the maturity date of the offset obligation or any deferred maturity date as hereinafter provided, any of the stated presumptions is rebutted or a unit for the well in question embracing all or part of the leased premises is formed by agreement with the Parish or by order of the Commissioner of Conservation.

In lieu of commencing operations for an offset well as above provided, Lessee may, at Lessee's option, commence compensatory payments equal to the royalties herein provided, computed on one-half ($\frac{1}{2}$) of the oil, gas, or other liquid or gaseous mineral produced by the well in question on and after the date operations would have otherwise been commenced, value to be determined in accordance with the provisions of Article 6 of this lease. Such payments may be commenced on or before sixty (60) days after the date operations would otherwise have commenced but shall include any accrued compensatory payments. Thereafter, payments shall be due monthly in accordance with Article 6(g). Lessee shall not be in default in either commencing compensatory payments or in making further payments as provided above if despite due diligence Lessee is unable timely to obtain the production information on which such payments are to be based. In any such case, however, Lessee must on or before the due date of the payments, notify the Parish in writing of Lessee's inability to make such payment, the reasons therefore, and Lessee's intent to make such payment at the earliest reasonable time. Compensatory payments may be continued, at Lessee's discretion, for not more than one year from the date on which offset operations would otherwise have commenced. At the end of that time, or within 30 days from the end of any lesser period for which payments are made, Lessee shall comply with this offset obligation if the producing well continues to produce in paying quantities or to produce its allowable and the other conditions making this obligation operative are existent. The right to make compensatory payments is intended to permit Lessee to evaluate further the producing well, and the making of such payments shall not of itself be sufficient to maintain this lease if the lease is not otherwise being maintained in force and effect; however, the making of any such payments shall not prejudice Lessee's right to rebut any of the above enumerated presumptions.

(b) In addition to the specific offset drilling obligation above provided, Lessee agrees to drill any and all wells necessary to protect the leased premises from drainage of oil, gas, or other liquid or gaseous mineral by a well or wells on adjoining property or to take any other steps reasonably necessary to protect the leased premises against

such drainage, including, but not limited to, obtaining the formation of appropriate drilling or production units. If Lessee is the operator of or has a working interest in any well on adjoining property, Lessee shall be obligated to begin actual drilling operations for a well on the leased premises or to take such other steps as may be reasonably necessary to protect the leased premises within ninety (90) days from the time Lessee knows or reasonably should know that drainage is occurring. In all other cases Lessee shall be obligated to begin such operations or take such other steps only within ninety (90) days after receipt of written notice from the Parish.

(c) In those instances, in which notice is expressly required under paragraph (a) or (b), above, damages, if due, shall be computed only from the date on which notice is received or, if Lessee commences compensatory payments, the date on which such payments are discontinued. In those instances, in which there is no requirement of notice under (a) or (b), above, damages, if due, shall be computed from the time Lessee knew or reasonably should have known drainage was occurring. Written notice containing a demand for performance shall be necessary as a prerequisite to any action for cancellation of the lease by Lessor for nonperformance of any obligations of Lessee to protect the leased premises against drainage.

6. Unless Lessor elects to take in kind all or any part of the portion due Lessor as royalty on minerals produced and saved hereunder, which option is hereby expressly reserved by Lessor pursuant to L.R.S. 30:127(A) and which is to be exercised by written notice by Lessor to Lessee at any time and from time to time while this lease is in effect and either prior or subsequent to acceptance by Lessor of royalties other than in kind, it being understood that nothing contained in this lease or in the rider attached hereto shall ever be interpreted as limiting or waiving said option, Lessee shall pay to Lessor as royalty:

(a) Twenty-five (25%) percent of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced and saved or utilized by methods considered ordinary production methods at the time of production. The value of such oil shall not be less than the average price for oil of like grade and quality posted for the field in which this lease is situated. If there is no price posted for the field in which this lease is situated, the value of such oil shall be not less than the average of prices posted for oil of like grade and quality for the three fields nearest to the field in which this lease is situated for which such prices are posted. If Lessee enters into an oil sales contract which, at the time of execution, provides for a price equal to or in excess of the appropriate average price referred to in the two preceding sentences, the price payable under the terms of the contract at the time such oil is run shall be the value of such oil, even though the appropriate average changes during the life of the contract; however, any such contract must have been prudently negotiated under the circumstances existing at the time of execution. If Lessee is unable, after diligent effort, to sell such oil for a price equal to or in excess of the appropriate average price and Lessee consequently negotiates a contract to sell such oil to an independent party at a lesser price, the value of such oil for the duration of any such contract (but not in excess of one year) shall be the price received by Lessee under such contract.

Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a production function or facility at the time such oil is run. Without limiting the foregoing sentence and without regard to classification as

production costs, or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; (2) costs incurred for handling, treating, separating, or in any way processing production to make it marketable by methods considered ordinary at the time such oil is run; and (3) the cost of storage on the lease or in the field. The performance of any producing function or any function mentioned in clauses (2) and (3) of the foregoing sentence at a commingling facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible.

If Lessee delivers such oil at a point outside the field in which this lease is situated, Lessee may deduct from the value of such oil the actual costs of transportation from the field to the point of delivery by means of facilities belonging to an independent party. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount deductible; however, if the facilities used are regulated as a common carrier by a state or federal regulatory agency, the authorized tariff chargeable for the services rendered and paid by Lessee shall be deemed the fair value of such services. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including, but not limited to, (1) handling, gathering, or transporting such oil, or (2) treating or processing such oil by ordinary methods to make it marketable, the amount of such compensation shall be added to the value of such oil when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent that they are in excess of any such compensation.

(b) Twenty-five (25%) percent of the value as hereinafter provided, of all gas, including casinghead gas, produced and saved or utilized by methods considered as ordinary production methods at the time of production. When such gas is sold by Lessee to an independent party under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas and of gas utilized by Lessee shall be the price received by Lessee for such gas under the contract. If the purchaser is not an independent party but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution if made with an independent party, then the value of the gas shall be the price received by Lessee under the contract; if the contract would not have been considered prudently negotiated if made with an independent party, the value of such gas shall be its fair value at the time of production but not less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the

same market (either interstate or intrastate) and for the sale of similar quantities of gas. In all other cases the value of such gas shall be the average stated in the last clause of the preceding sentence.

Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a producing function at the time such gas is produced. Without limiting the foregoing sentence and without regard to classification as production costs or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; or (2) costs incurred for dehydrating, decontaminating, or in any way processing production to make it marketable by methods considered ordinary at the time such gas is produced. The performance of any producing function or any function mentioned in clause (2) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible. Without regard to classification as production costs or otherwise, Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

If Lessee delivers such gas at a point outside the field in which this lease is situated, Lessee may deduct from the value of such gas a reasonable sum for transportation from the field to the point of delivery by means of facilities belonging to an independent party, not in excess of actual cost. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual costs is greater than fair value, the fair value shall determine the amount to be deducted. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including but not limited to, (1) gathering or transporting such gas or (2) dehydrating, decontaminating, or in any way processing production to make it marketable, the amount of such compensation shall be added to the value of such gas when computing royalties. If Lessee is deducting costs for any functions for which lessee is also receiving compensation, deductions may be made only to the extent they are in excess of any such compensation.

(c) In addition to the separation of condensate or other liquid mineral from gas by ordinary production methods (as to which Lessor shall receive royalties above provided and for which separation no charge may be made by Lessee), gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field, and products may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. If Lessee enters a contract for the processing of gas with an independent party or parties under which such party or parties retain in kind a portion of the products recovered from or attributed to such gas as consideration for processing, Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the

value, as hereinafter determined, of Lessee's share of such products under such contract. In all other cases Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of the total products recovered, after deducting therefrom the costs of processing as specified below.

The value of such products (or Lessee's share thereof) in the cases above provided shall be the price or prices received by Lessee if sold under a contract or contracts prudently negotiated under the facts and circumstances existing at the time of execution with an independent party or parties. If such products are not sold to an independent party but are sold under a contract which would have been considered prudently negotiated if executed with an independent party, the value of such products (or Lessee's share thereof) shall be the price or prices received by Lessee. If such products are not sold to an independent party under a prudently negotiated contract or are sold to one other than an independent party under a contract which would not have been considered prudently negotiated if executed with an independent party, the value of the products shall be their fair market value at the plant at the time sold. The value of any such products (or Lessee's share thereof) not sold under any contracts shall be the fair market value at the plant for such products, or if no products are being sold at the plant, the average of the market values for like products of the same grade and quality at the three nearest plants at which such products are being sold.

When the cost of processing is not met by retention by the processor of a share of the products or in any other case in which Lessee is to deduct from the value of such products the cost of processing, the charges shall be determined as follows. If the gas is processed by an independent party or parties under a contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract. In all other cases, including processing by those other than an independent party or parties and those in which Lessee itself or in conjunction with others owns the plant, the charges should be determined by contract between Lessee and Lessor. In the absence of such a contract the charges to be deducted shall include only the proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life of the field or lives of fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

In all the cases provided for in this paragraph, Lessor shall be entitled to the royalty for gas provided in paragraph (b) of this Article based on the value of Lessee's share of the residue gas sold or otherwise disposed of after processing.

(d) If at any time or times (during or after the primary term) there is on the leased premises a well or wells capable of producing gas in paying quantities, which fact has been duly verified and confirmed in accordance with Lessor's requirements for proof thereof, but gas is not being used or marketed therefrom because of the lack of a reasonable market or marketing facilities or governmental restrictions and if this lease is not then being otherwise maintained by separate operations or production, this lease shall, nevertheless, remain in full force and effect for a period of ninety (90) days after cessation of such production or such operations or the shutting in of such well. If, on or before the expiration of the ninety (90) day period, production or operations shall

not have been commenced or resumed, Lessee, in order to maintain the lease in force thereafter, shall commence semi-annual payments to the Lessor at the rate and in the manner provided hereinbelow and thereby maintain the lease in full force and effect during the periods covered by such payments; however, if the ninety (90) day period should expire during the first year of the primary term or during any year for which a rental has previously been paid, the initial payment hereunder shall not be required until the next anniversary date of the lease. The first payment, if made, shall be tendered on or before the expiration of the ninety (90) day period or the appropriate anniversary date, as the case may be, and shall maintain this lease for six (6) months, commencing from the expiration of the ninety (90) day period or the anniversary date. Subsequent payments shall be made at six (6) month intervals thereafter (herein referred to as "shut-in payment dates"). Unless additional payment periods are earned as hereinafter provided, Lessee's right to make such payments shall continue for six (6) semi-annual periods (the total of which is herein called "initial payment period"). Each semi-annual payment shall be at the rate of twenty-five dollars (\$25.00) per acre for the number of acres then covered by this lease, but no payment shall be less than five hundred dollars (\$500.00). Each payment shall maintain this lease in full force and effect for a period of six (6) months, and during each period for which a payment has been made, it shall be considered that gas is being produced hereunder for all purposes hereof, but especially under the provisions of Articles 2, 4, 7 and 9; however, if the provisions of this paragraph 6(d) are in conflict with those of any other articles hereof, the provisions of this paragraph shall be controlling.

If on any shut-in payment date, actual drilling operations are being conducted on or actual production of oil, gas or other liquid or gaseous mineral in paying quantities is being obtained from the leased premises, no shut-in payment shall be due until the next shut-in payment date; however, the running of the initial payment period shall not be suspended or interrupted, and the same shall be true of any extension of that period by additional shut-in periods earned as hereinafter provided.

The initial payment period may be extended in the following manner. Lessee may earn two (2) additional six (6) month shut-in payment periods beyond the initial payment period for each additional well drilled or completed after completion of the shut-in well on which the initial shut-in payment was made (whether such additional wells are dry holes, producers, or shut-in wells). To qualify as a well "completed" after the first shut-in well, the completion must be in another hole, and no more than one completion will be counted for each additional hole regardless of the number of sands in any such hole. The aggregate additional periods (hereinafter referred to as "additional periods") earned shall not exceed a total of six (6). The first of any additional periods shall commence from the date on which the initial payment period would have expired and the initial payment period, thus extended, shall continue to run from that date, regardless of whether Lessee is actually required to make any additional payments. The Lessor and Lessee may by mutual agreement provide for a further six (6) month periods (hereinafter called "further periods") beyond the initial payment period and any extension thereof.

If the end of the initial period falls within the primary term of this lease and at a time when there is a remaining rental date which would permit Lessee to maintain this lease by payment of rentals, Lessee may commence or resume the payment of rentals on the next anniversary date of this lease or may maintain this lease by any other means permitted under paragraphs 4(a) and 4©. If the end of the initial payment period or any extension thereof falls within the last year of the primary term, it

shall be considered that production has ceased under the terms of paragraph 4(a), and no rental shall be due for the remainder of the primary term. If the end of the initial payment period, any extension thereof, or any further period falls on or after the expiration date of the primary term and there are no operations or actual production sufficient to maintain this lease under the provisions of paragraphs 4(b) and 4(c), this lease shall terminate.

The provisions of this paragraph shall be applicable to any well with a gas/oil ratio such that the Commissioner of Conservation will not permit its operation without use or sale of the gas.

Tender or acceptance of a shut-in payment or payments shall not free Lessee of any obligation to develop this lease as a prudent operator or to exercise diligent efforts to obtain a market for the gas so discovered.

(e) Twenty-five (25%) percent of any and all other liquid or gaseous mineral in solution and produced with oil or gas and saved or utilized, which are not specifically mentioned herein, said royalties to be delivered or paid when marketed or utilized as is the accepted practice in such matters.

(f) In all cases, Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(g) The first payment of royalty shall be made within 120 days following commencement of production from, or allocation of production to the leased premises, except that in the case of any production from or allocable to the leased premises, which has occurred prior to the date of but which is deemed to be covered by this lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within 120 days from the date of this lease. Thereafter, royalty on oil, including condensate or other liquid mineral, produced and saved at the well by ordinary production methods shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including liquids or other products extracted or processed from gas other than by ordinary production methods, or other liquid or gaseous mineral not specifically mentioned shall be paid on or before the 25th day of the second month following that in which produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by L.S.A.:R.S. 31:137 through 142 relative to notice, damages, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(h) For all purposes of this Article 6 "independent party" means a company, firm, or other business unit which is not: (1) a direct part of Lessee's corporate or other business structure; (2) a wholly owned or actually controlled subsidiary corporation or other business unit of Lessee; (3) a parent corporation of Lessee; or (4) a wholly owned or actually controlled subsidiary of Lessee's parent corporation.

7. (a) Lessee may surrender all or any portion or portions of the leased premises at any time this lease is in effect and thereby be relieved of all obligations thereafter accruing under this lease as to the portions surrendered; however, no partial release or surrender shall reduce or otherwise affect the amount of rentals provided for in Article 3 of this lease; nor shall any release of the lease, in whole or part,

relieve original Lessee or any of its successors or assigns of any obligations to plug and abandon wells, clean up the well or production site, or any other obligations arising under Commissioner of Conservation rulings or regulations pertaining to the status of well sites.

(b) In the event of initial cancellation or forfeiture of this lease, Lessee may retain forty (40) acres around each well capable of or producing oil and one hundred sixty (160) acres around each well producing gas and around each shut-in well capable of producing gas in paying quantities (including wells drilled under this lease by directional drilling). If any well is then being worked on or being drilled, Lessee shall have the right to complete such operations, and in the event any such operations result in completion of a well capable of producing oil or gas in paying quantities, Lessee may retain acreage around each such well as above provided. Retained acreage around any well shall form as near a square tract as is practical. If any acreage covered by this lease shall have been included in a unit established by the Commissioner of Conservation, or by conventional agreement, or if any such acreage shall have been assigned to a producing or shut-in well under statewide allowable orders of the Commissioner and such acreage is actually being drained by the well or would be drained by it if the well were produced, Lessee may retain all the acreage included in such unit or units or so assigned for allowable purposes. Thereafter, each area so retained by Lessee shall be subject to the terms of this lease as regards future maintenance thereof.

(c) Within ninety (90) days after expiration or termination by its own terms of this lease or any portion thereof, either before or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, its successors or assigns, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

8. It is further agreed and understood that the rights of Lessee may be assigned or transferred in whole or in part, but no transfer or assignment whether in whole or in part, in relation to this lease shall be valid unless such transfer or assignment be approved by the Lessor.

9. Lessee may, with the consent and approval of Lessor, pool or combine the acreage covered by this lease (or any portion thereof) with any other property, lease, or leases (or portions thereof). Operations on or production of minerals from or the existence of a shut-in gas well on, any portion of a unit, including units created by the Commissioner of Conservation or by conventional agreement, in which all or any part of the leased premises is embraced shall have the same effect under the terms of this lease as if it had occurred on the leased premises.

10. Should Lessee apply or give notice of intent to apply to the Commissioner of Conservation for the creation of any unit or units

which would include all or any portion of the leased premises, Lessee shall furnish Lessor with a copy of the notice or application, each accompanying unit plat, and all other attached information either at the time the application is filed with the Commissioner or at the time required by applicable orders or regulations of the Commissioner for furnishing such information to any parties entitled to receive it, whichever is earlier. If a unit or units including all or any part of the leased premises are created by order of the Commissioner, Lessee shall submit to Lessor a survey plat of each unit or units so created.

11. Upon request by Lessor, Lessee shall furnish Lessor any or all of the following types of data relating to wells drilled on the leased premises or lands pooled therewith: (1) all wire line surveys in open or cased holes, including, but not limited to, all electrical and radio activity logs, porosity logs of all types and directional surveys; (2) core descriptions of both sidewall samples and conventional cores; (3) drill stem and production test data; (4) daily drilling reports to be supplied weekly; and (5) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Lessee shall also furnish lessor with any other information and data requested by Lessor to keep Lessor fully informed that Lessee is complying with the provisions of this lease in good faith and developing and operating the leased premises as a reasonably prudent operator for the mutual benefit of Lessor and Lessee. Any information furnished by Lessee to Lessor or otherwise examined and studied by Lessor shall be retained in confidence. Nothing in this Article shall require that Lessee furnish or permit inspection of any interpretation of any of the types of data referred to above, and nothing herein shall be construed as requiring Lessee to secure any such data solely for the purposes of this Article. Lessor's representatives shall have access at all reasonable times to examine and inspect Lessee's records and operations pertaining to the leased premises or lands pooled therewith.

12. Lessee shall be obligated to plug and abandon all wells on the premises no longer necessary for operations or production on this lease, and to remove from the premises all structures and facilities serving said wells, all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Failure of Lessee to do so within a reasonable time shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the Parish for removing said facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the Parish nor shall said facilities be deemed "improvements" to the leased premises for purposes of vesting title in same to the Parish. Prior to the date of first production from any site on the lease, Lessee shall create or cause to be created, under the direction of the Commissioner of Conservation, a Site Specific Trust Account to be funded in a manner satisfactory to the Commissioner of Conservation in accordance with the rules and regulations promulgated under La. R.S. 30:80, et seq. The Site Specific Trust Account shall be reassessed and, if necessary, modified by the Parish and the Commissioner of Conservation prior to the date of first production of each additional well. In connection therewith, the right of Lessee to draw and remove casing from wells and to further remove any facilities no longer utilized in the operations or production on this lease is recognized, provided such right is exercised by Lessee not later than one year after termination of this lease or portion thereof on which the well is located. If such right of salvage is not timely exercised, Lessee shall be subject to and liable for any costs or expenses of any kind incurred by the Parish in removing or disposing of casing or other facilities, but under no circumstances shall title to said salvage

transfer to or vest in the Parish nor shall it be forfeited by Lessee to the Parish. In addition to restoration of the leased premises as contemplated and required by this lease, Lessee shall be responsible for all damages to the leased premises, and in addition and without limitation for all damages to any timber, crops, roads, building, fences and other improvements thereon.

13. If at any time Lessee is maintaining this lease by actual drilling or reworking operations or by actual production and Lessee is prevented from continuing or resuming such operations or production by major storm, major flood, or other similar natural disaster or by a major accident beyond Lessee's control such as a blowout, fire, or explosion and if Lessee cannot by reason of any such occurrence maintain this lease on any rental date by continuing any such operations or production or cannot maintain this lease beyond the primary term by continuing such operations or production, this lease shall not terminate and no rental shall be due so long as Lessee is so prevented from continuing or resuming such operations or production and is making diligent efforts to eliminate the effect of such occurrence. Lessee shall notify Lessor in writing within a reasonable time after such occurrence for the provisions hereof to become effective and applicable. The primary term shall in no event be extended for more than one (1) year; and provided further that nothing herein shall suspend payment of delay rental to maintain this lease during the primary term in the absence of drilling or production.

14. If on the date of this lease all or any portion of the leased premises is included in a unit established by order of the Commissioner of Conservation, Lessee agrees to pay royalty on all oil, gas or other liquid or gaseous mineral produced and saved or utilized and attributable to the leased premises from the date of such unit regardless whether all development and operating costs chargeable to the leased premises have been paid.

15. Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, demands or suits for bodily injury, death, property damage or loss of any kind by Lessee or Lessee's employees, agents, subcontractors and their employees or agents and by any third parties which arise out of or result from or which are in any way connected with Lessee's operations, whether resulting from the sole or concurrent negligence of Lessor, Lessee or other parties operating hereunder.

16. In all suits arising out of this contract, the parties hereto agree that Louisiana law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

17. Notwithstanding anything contained herein to the contrary, this lease is granted without any covenant of title or warranty of title of any kind whatsoever, express or implied, and without any recourse against lessor in the event of failure of title, not even for the return of consideration paid hereof, or any delay rentals, shut-in payments or royalties. In the event lessor's title or interest therein is claimed by others, lessee shall have the right to either deposit royalties attributable to the interest in dispute in the registry of a court of competent jurisdiction or in an interest bearing account in a bank of lessor's choice, and upon final determination of the ownership of such royalties, the amount thereof, together with any accrued interest, shall be paid to the parties entitled thereto.

18. Notwithstanding any language herein to the contrary, the rights granted herein exclusively to the mineral Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the Parish whose valid permit predates the effective date of this mineral lease and includes all or a portion of the surface area encompassed within the geographical boundary of the leased premises herein. The said seismic permittee shall owe the mineral Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse the mineral Lessee for surface usage but said seismic permittee shall not unreasonably interfere with the mineral Lessee's exercise of its rights acquired hereunder and shall owe the mineral Lessee reasonable reimbursement for any actual damages caused by the seismic or geophysical operations carried out under the predating permit.

19. Further notwithstanding any language herein to the contrary, the rights granted herein exclusively to the mineral Lessee shall be subject to the surface usage for coastal restoration, reclamation and conservation projects promulgated, funded, and effected through the Department of Natural Resources and its divisions or the Plaquemines Parish Government, whether solely or in conjunction with other state, local or federal governmental agencies or with private individuals or entities. The mineral Lessee, in the exercise of its exclusive rights granted hereunder, shall utilize the best technology available, including directional drilling, so as to minimize interference with the surface usage entailed in the development, construction and maintenance of the said coastal restoration, reclamation and conservation projects which will now or may utilize all or a portion of the premises leased for mineral exploration and development herein.

20. The Plaquemines Parish Government does hereby reserve, and any lease awarded, shall be subject to the imprescriptible right of surface use in the nature of a servitude in favor of the Plaquemines Parish Government, its officials, officers, agents and employees, for the purpose of implementing, constructing, servicing and maintaining approved Coastal Zone Management and/or restoration projects singularly or in conjunction with the State of Louisiana or other public agencies. Utilization of any and all rights derived under any such lease by the mineral lessee, its agents, representatives, successors or assigns, shall not interfere with nor hinder reasonable surface use by the Plaquemines Parish Government as hereinabove reserved.

21. The Plaquemines Parish Government does hereby reserve, and any lease awarded, shall be subject to a right of surface usage for seismic and geophysical exploration by a seismic permittee of the Parish whose valid permit predates the effective date of the mineral lease awarded herein. Utilization of any and all rights derived under any such lease and permit shall be consistent with the other.

ORDINANCE NO. 24-

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

1 An Ordinance to amend 2024 Public Health Fund, Revenue and Operating
2 Expenditure Budgets, Ambulances-General Department; and otherwise to provide
3 with respect thereto.

4 DIGEST: An ordinance to budget \$500,000 grant awarded to the Ambulance department to
5 purchase a new ambulance. *The digest is for informational purposes only and is superseded by the*
6 *language of the actual ordinance or resolution.*

7 WHEREAS, Plaquemines Parish Government has been awarded funding in the amount of
8 \$500,000 from the Louisiana Department of the Treasury to purchase a new ambulance; and

9 WHEREAS, an appropriation to the 2024 Public Health Fund, Revenue and Operating
10 Expenditure Budgets, Ambulances-General Department is requested;

11 NOW, THEREFORE:

12 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

14 The 2024 Revenue Budget is amended as follows:

Fund: 004 Public Health Fund			
Dept/Div: 555-2700 Ambulances-General Dept			
Object	Description	Inc/ Dec	Amendment
430.330	State Grants – Ambulances	Inc	500,000

SECTION 2

23 The 2024 Operating Expenditure Budget is amended as follows:

Fund: 004 Public Health Fund			
Dept/Div: 555-2700 Ambulances-General Dept			
Object	Description	Inc/ Dec	Amendment
561.010	Vehicles Heavy	Inc	500,000

SECTION 3

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

ORDINANCE NO. 24-

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

1 An Ordinance approving a plan of re-subdivision of Don Mills Property, Boothville,
2 Section 35, T20S, R30E, Southeastern District of Louisiana West of the Mississippi
3 River, Plaquemines Parish, Louisiana, into Lots DM1 and DM2, Boothville,
4 Section 35, T20S, R30E, Plaquemines Parish Louisiana, as shown on the plan and
5 plat of survey by Dufrene Surveying & Engineering, Inc., dated July 12, 2023, the
6 owner having fulfilled all the requirements of the Subdivision and Re-subdivision
7 Ordinance of the Parish of Plaquemines without cost to the Plaquemines Parish
8 Government or the Parish of Plaquemines; and otherwise to provide with respect
9 thereto.

10 WHEREAS, Christa W. and Donald J. Mills, Jr., are the owners of the Don Mills Property, Section
11 35, T20S, R30E, Southeastern District Louisiana West of the Mississippi River Plaquemines
12 Parish, Louisiana, as more fully shown on the plan and plat of re-subdivision by Surveying &
13 Engineering, Inc., dated July 12, 2023, a print whereof is annexed and hereto and made a part
14 hereof, and

15 WHEREAS, Christa W. and Donald J. Mills, Jr., as the owners of said property, have proposed
16 the re-subdivision of Don Mills Property, Boothville, Section 35, T20S, R30E, Plaquemines
17 Parish, Louisiana, into Lots SM1 and DM2, Boothville, Section 35, T20S, R30E, Southeastern
18 District of Louisiana West of the Mississippi River, Plaquemines Parish, Louisiana, as more fully
19 shown on said plan, and

20 WHEREAS, all streets, utilities, drainage structures and other improvements shown on the
21 aforementioned plan and plat of survey are in place; and

22 WHEREAS, the owner/Developer understands that he and subsequent owners of the property is
23 responsible for the cost, installation, maintenance or improvements of the sewerage and water
24 infrastructure to connect to the public utilities shown on the aforementioned map; and

25 WHEREAS, the owner/Developer understands that he and subsequent owners of the property will
26 be responsible for the maintenance of future and all existing non-dedicated streets, roads, right of
27 ways, utilities, drainage and structures and other improvements shown on the aforementioned plant
28 and plat of survey; and

29 WHEREAS, the Plaquemines Parish Government accepts no responsibility or liability for the
30 construction, maintenance or improvements of any future or now existing non-dedicated streets,
31 roads, right of ways, utilities, drainage structure and other improvements that may be shown on
32 the aforementioned plan and plat of survey; and

33 WHEREAS, the owner/Developer and subsequent owners of the property shall be responsible for
34 the construction and maintenance of future and all existing non-dedicated streets, roads, rights of
35 ways, utilities, drainage structures and other improvements that may be shown on the
36 aforementioned plan and plat of survey;

37 NOW, THEREFORE:

38 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

39
40 The aforesaid plan of re-subdivision of Don Mills Property, Boothville, Section 35, T20S, R30E,
41 Southeastern District of Louisiana West of the Mississippi River, Plaquemines Parish, Louisiana,
42 into Lots DM1 and DM2, Boothville, Section 35, T20S, R30E, Southeastern District of Louisiana
43 West of the Mississippi River, Plaquemines Parish, Louisiana, as shown on the plan and plat of
44 survey by Dufrene Surveying & Engineering, Inc., dated July 12, 2023, a print whereof is annexed
45 hereto and made a part hereof, is hereby approved, and that the approval of the Parish President
46 and Directors and all appropriate Parish Department Heads of the aforesaid plan and plat of survey
47 be ratified.

SECTION 2

48
49 The Parish President be and is hereby authorized to appear before a Notary Public, and execute
50 the approved aforesaid plan or re-subdivision of owner as depicted on plan and plat of survey by
51 Dufrene Surveying & Engineering, Inc. July 12, 2023, for the Parish of Plaquemines and the

52 Plaquemines Parish Government, and to execute any and all acts and documents necessary and
53 proper in the premises to give full force and effect to the aforesaid Ordinance.

54 SECTION 3

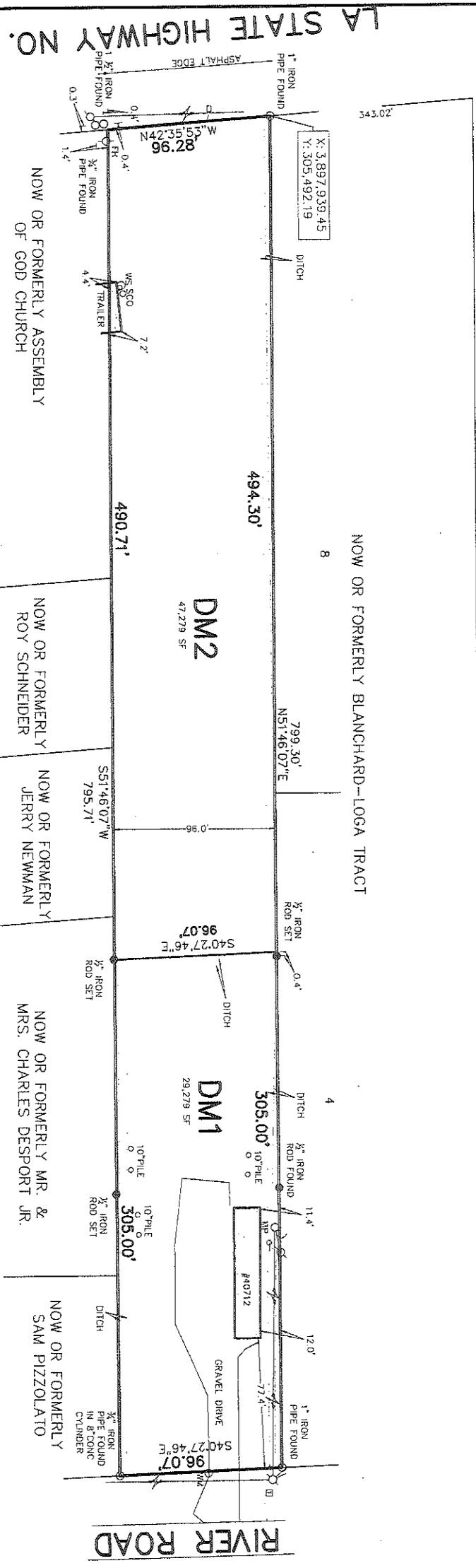
55 The Plaquemines Parish Government accepts no responsibility or liability for the construction,
56 maintenance or improvements of any future or now existing non-dedicated streets, roads, right of
57 ways, utilities, drainage structures and other improvements that may be shown on the
58 aforementioned plan and plat of survey.

59 SECTION 4

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

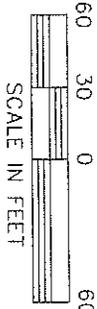
BOOTHVILLE
 SECTION 35, T20S, R30E
 SOUTHEASTERN DISTRICT OF LOUISIANA
 WEST OF THE MISSISSIPPI RIVER
PLAQUEMINES PARISH, LA

UPPERLINE OF BLANCHARD-LOGA TRACT



LEGEND

- OVERHEAD UTILITY LINES
- FIRE HYDRANT
- WATER METER
- WATER SPIGOT
- SEWER CLEANOUT
- TELEPHONE BOX
- POWER POLE
- ANCHOR/CUY WIRE



BEARINGS ARE BASED ON THE LOUISIANA COORDINATE SYSTEM OF 1983, SOUTH ZONE. SURVEY DATA IS BASED ON GPS OBSERVATIONS.

THE SEPARATES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED TO US, AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SEPARATES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

DON MILLS PROPERTY IS FORMERLY SAM PIZZOLATO PROPERTY AS SHOWN ON SURVEY BY DUFRENE DATED SEPT 11, 2003

THIS PROPERTY IS IN FEMA ZONE AE, BFE=12.0
 COMMAND NO 22029, PANEL NO. 0975E
 FIRM DATE JANUARY 13, 2021

REFERENCE:
 SURVEY BY SAM PIZZOLATO BY DUFRENE SURVEYING & ENGINEERING INC DATED SEPTEMBER 11, 2003
 SURVEY OF NOW OR FORMERLY CHARLES DESPORT JR BY DUFRENE SURVEYING & ENGINEERING INC DATED MAY 1, 2010

JULY 12, 2023
 RESUBDIVISION OF DON MILLS PROPERTY INTO LOTS DM1 AND DM2. SURVEYED IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS C SURVEY, MADE AT THE REQUEST OF DON MILLS.

APPROVAL DATE _____
 APPROVED BY: _____
 DIRECTOR OF PUBLIC SERVICE
 PARISH PRESIDENT
 ORDINANCE NO. _____

DUFRENE SURVEYING & ENGINEERING INC.

1824 MANHATTAN BOULEVARD, HARVEY, LA 70058
 504-358-6390 PH.
 504-358-6394 FAX
 dufrene@dufrenesurveying.com

[Signature]

RESOLUTION NO. 24-

The following Resolution was offered by Council Member Cognevich who moved its adoption:

1 A Resolution authorizing the Parish President, or his designee, to do all things
2 necessary and proper to negotiate, execute, perfect, and enforce a Cooperative
3 Endeavor Agreement with the Croatian American Society; and otherwise to provide
4 with respect thereto.
5

6 DIGEST: This Resolution is done annually wherein the Croatian American Society as a non-profit
7 organization asking for assistance from PPG for their Croatian American Society Festival. The
8 assistance will consist of use of the Belle Chasse Government Complex Festival Grounds located
9 at 333 F. Edward Hebert from April 20th, 2024; access to Parish assets to promote the festival
10 (highway notification signs); five (5) 20' by 20' tents to be erected and taken down. *The digest is*
11 *for informational purposes only and is superseded by the language of the actual ordinance or*
12 *resolution.*
13

14 WHEREAS, the Plaquemines Parish Code of Ordinances Section 17.5-51 allows for the Parish
15 Council pursuant to LA Revised Statute 33:3001 to appropriate funds at the sole discretion of the
16 Parish Council when certain requirements are met, one being a Cooperative Endeavor Agreement
17 setting the guidelines for the operation of said fair or festival; and
18

19 WHEREAS, a Cooperative Endeavor Agreements needs to be signed between the parties to protect
20 the legitimate interests of both Plaquemines Parish Government and this non-profit organizations;
21 and
22

23 WHEREAS, the Parish Council finds that it is in the best interest of Plaquemines Parish
24 Government to have valid a Cooperative Endeavor Agreement between Plaquemines Parish
25 Government and the non-profit organization known as Croatian American Society;
26

27 NOW, THEREFORE:
28

29 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
30 the Parish President, or his designee, to negotiate, execute, perfect, and enforce Cooperative
31 Endeavor Agreement between Plaquemines Parish Government and the Croatian American
32 Society for the use of (5) 20' by 20' tents and (2) buses and to meet the eligibility requirements
33 listed in the Plaquemines Parish Code of Ordinances Section 17.5-51.
34

35 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby
36 authorizes the support of and participation in appropriation of the following from the Plaquemines
37 Parish Government to the Croatian American Society for the purposes of their festival:
38

39 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
40 Secretary of this Council is hereby authorized and directed to immediately certify and release this
41 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
42 Resolution, both without further reading and approval by the Plaquemines Parish Council.
43

RESOLUTION NO. 24-

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

1 A Resolution certifying that the Plaquemines Port Harbor & Terminal complied
2 with public bid laws in regards to the Alliance Water Booster Station and Feed
3 Lines project; and otherwise to provide with respect thereto.
4

5 DIGEST: The Louisiana Department of Transportation and Development requires the Port to
6 adopt its own Resolution certifying compliance with public bid laws were adhered to. This
7 Resolution is part of the administrative procedures needed to move forward with the Alliance
8 Booster Station project. *The digest is for informational purposes only and is superseded by the*
9 *language of the actual ordinance or resolution.*
10

11 WHEREAS, the Plaquemines Port Harbor and Terminal District has solicited bids for State
12 Project No. H.014966 (321) in accordance with the current bid laws of the state of Louisiana,
13 including, but not limited to R.S. 38:2211 et. seq; and
14

15 WHEREAS, the Plaquemines Port Harbor and Terminal District has submitted to DOTD
16 Certification of proof of publication, one (1) copy of the bid proposals and bid bonds as
17 submitted by each of the three (3) lowest bidders, a legible copy of the bid tabulation of all bids
18 received, and certified to be correct by the Engineer and an authorized official of the Sponsor, a
19 copy of the engineer's recommendation, contract documents, Notice of Award of Contract, and a
20 copy of the recordation data in the Clerk of Court's Office;
21

22 NOW, THEREFORE:

23
24 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
25 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR & TERMINAL
26 DISTRICT THAT assembled on this _____ day of _____ 20____, does hereby certify that
27 the bidding procedures comply with Louisiana Revised Statutes 38:2211, et. seq.
28

29 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
30 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR & TERMINAL
31 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
32 certify and release this Resolution and that Port employees and officials are authorized to carry
33 out the purposes of this Resolution, both without further reading and approval by the
34 Plaquemines Parish Council.
35

36
37 _____
38 SECRETARY

37 _____
38 CHAIRMAN

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CERTIFICATE

I hereby certify that the above and foregoing is true and correct copy of the resolution adopted at a Regular meeting of the Plaquemines Port Harbor and Terminal District held on the ____ Day of _____ 20____, in which a quorum was present and voting and that the resolution is still in full effect and has not been rescinded or revoked.

Signed at _____ on the ____ Day of _____, 20____.

SECRETARY

RESOLUTION CERTIFYING COMPLIANCE WITH THE PUBLIC BID LAWS

STATE PROJECT NO. _____

PARISH OF _____

RESOLUTION

(Port Authority)

Whereas, the (Port Authority) has solicited bids for State Project No. _____ in accordance with the current bid laws of the state of Louisiana, including, but not limited to R.S. 38:2211 et. seq; and

Whereas, the (Port Authority) has submitted to DOTD Certification of proof of publication, one(1) copy of the bid proposals and bid bonds as submitted by each of the three(3) lowest bidders, a legible copy of the bid tabulation of all bids received, and certified to be correct by the Engineer and an authorized official of the Sponsor, a copy of the engineer's recommendation, contract documents, Notice of Award of Contract, and a copy of the recordation data in the Clerk of Court's Office.

NOW, THEREFORE, BE IT RESOLVED by the (Port Authority), in (Regular) or (Special) session, assembled on this _____ day of _____, 20__, does hereby certify that the bidding procedures comply with Louisiana Revised Statutes 38:2211, et. seq.

(SECRETARY) or (Clerk)

(CHAIRMAN) OR (PRESIDENT)

CERTIFICATE

I hereby certify that the above and foregoing is true and correct copy of the resolution adopted at a (Regular) or (Special) meeting of the (port Authority) held on the Day of _____, 20__, in which a quorum was present and voting and that the resolution is still in full effect and has not been rescinded or revoked.

Signed at _____ on the _____ Day of _____ 20__

(SECRETARY) OR (CLERK)

ORDINANCE NO. 24-

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

1 An Ordinance to amend the 2024 Manpower Structure and Operating Expenditure
2 Budget; and otherwise to provide with respect thereto.

3 DIGEST: An Ordinance to amend the Port, Harbor and Terminal District 2024 Manpower
4 Structure and Operating Expenditure Budget to create and fund a Senior Clerk II position in the
5 Ferries Division by appropriating \$59,530 to fund said position. Funding source is the unrestricted
6 fund balance. *The digest is for informational purposes only and is superseded by the language of*
7 *the actual ordinance or resolution.*

8 WHEREAS, after a review of the manpower needs of the Ferries Division, it has been
9 recommended to create a full-time Senior Clerk II position at an annual salary of \$41,231 plus
10 benefits; and

11 WHEREAS, Resolution 23-325 dated, December 14, 2023, amended the Port, Harbor and
12 Terminal District manpower structure to add a classified position of Senior Clerk II to the Ferries
13 Division;

14 NOW, THEREFORE:

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

SECTION 1

19 The 2024 Port, Harbor, and Terminal District Manpower Structure, is amended by creating and
20 funding a full-time Senior Clerk II position at an annual salary of \$41,231 plus benefits in the
21 Ferries Division.

SECTION 2

23 The 2024 Port, Harbor and Terminal District, Operating Expenditure Budget, Ferries Division is
24 amended by appropriating \$59,530 from the Unrestricted Fund Balance as follows:

Fund: 445 Port Harbor Fund			
Dept/Div: 490-2463 Ferries Division			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	34,890
515.005	P/R Taxes-FICA Taxes	Inc	510
516.105	Retirement-PERS	Inc	4,010
517.005	Group Insurance-Health	Inc	20,120

SECTION 3

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend the Plaquemines Port, Harbor & Terminal District 2024
2 Manpower Structure and Operating Expenditure Budget; and otherwise to provide
3 with respect thereto.

4 DIGEST: An ordinance to amend the 2024 Manpower Structure and Operating Expenditure
5 Budget to unfund the two Part-Time Ferry Captain III positions in the Ferries Division and transfer
6 the personal services funding of \$212,740 for those positions to the professional services line item
7 within the Ferries Division. After a review of the Part-Time Ferry Captain III positions, the Port
8 wishes to unfund the two positions and enter a professional services contract to assist in staffing
9 maritime positions. These amendments have no effect on the Port fund balances. *The digest is for*
10 *informational purposes only and is superseded by the language of the actual ordinance or*
11 *resolution.*

12 WHEREAS, after a review of the manpower needs of the Plaquemines Port, Harbor and Terminal
13 District, Ferries Division, it has been recommended to unfund two Part-Time Ferry Captain III
14 positions and transfer the total personal services budget for those positions to the professional
15 services line item in the amount of \$212,740; and

16 WHEREAS, the Port wishes to enter into a professional services contract to with GLO Resources
17 to assist in staffing maritime positions including but not limited to Ferry Captains as deemed
18 necessary by the Port;

19
20 NOW, THEREFORE:

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

SECTION 1

25
26 The 2024 Plaquemines Port, Harbor, and Terminal District, Manpower Structure is amended by
27 unfunding two Part-Time Ferry Captain III positions in the Ferries Division at an annual salary
28 of \$70,430 each plus benefits.

SECTION 2

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30
31 The 2024 Plaquemines Port, Harbor and Terminal District, Operating Expenditure Budget, Ferries
32 Division, is amended as follows:

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Fund: 445 Port, Harbor & Terminal			
Dept/Div: 490-2463 Ferries-Division			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages-Regular	Dec	(140,860)
515.005	P/R Taxes-FICA Taxes	Dec	(2,040)
516.105	Retirement-PERS	Dec	(16,200)
517.005	Group Insurance-Health	Dec	(53,640)
532.001	Prof Services-General	Inc	212,740

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SECTION 3

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend the Plaquemines Port, Harbor & Terminal District 2024
2 Manpower Structure and Operating Expenditure Budget; and otherwise to provide
3 with respect thereto.

4 DIGEST: An ordinance to amend the 2024 Manpower Structure and Operating Expenditure
5 Budget to unfund the Comptroller position in the General Operations Division and transfer the
6 personal services funding of \$124,930 for that position to the professional services line item within
7 the General Operations Division. After a review of the Comptroller position, the Port wishes to
8 unfund the position and enter a professional services contract to assist in acting as the Port Director
9 of Finance. These amendments have no effect on the Port fund balances. *The digest is for*
10 *informational purposes only and is superseded by the language of the actual ordinance or*
11 *resolution.*

12
13 WHEREAS, after a review of the manpower needs of the Port, Harbor, and Terminal District,
14 General Operations Division, it has been recommended to unfund the Comptroller position and
15 transfer the total personal services budget for that position to the professional services line item in
16 the amount of \$124,930; and

17 WHEREAS, the Port wishes to enter into a professional services contract to assist in acting as the
18 Port Director of Finance regarding general accounting matters;

19
20 NOW, THEREFORE:

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

SECTION 1

25
26 The 2024 Plaquemines Port, Harbor, and Terminal District, Manpower Structure is amended by
27 unfunding the Comptroller position in the General Operations Division at an annual salary of
28 \$86,860 plus benefits.

SECTION 2

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30
31 The 2024 Plaquemines Port, Harbor and Terminal District, Operating Expenditure Budget,
32 General Operations Division, is amended as follows:

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Fund: 445 Port, Harbor & Terminal			
Dept/Div: 490-2460 General Operations Division			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages-Regular	Dec	(86,860)
515.005	P/R Taxes-FICA Taxes	Dec	(1,260)
516.105	Retirement-PERS	Dec	(9,990)
517.005	Group Insurance-Health	Dec	(26,820)
532.001	Prof Services-General	Inc	124,930

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SECTION 3

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

ORDINANCE NO. 24-

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

1 An Ordinance to amend the Plaquemines Port, Harbor, and Terminal District Five-
2 Year Capital Improvements Plan, Pointe-ala-Hache Ferry Ramp Replacement
3 Project; and otherwise to provide with respect thereto.
4

5 DIGEST: An ordinance to amend the 2024 Five-Year Capital Improvements Plan to fund the
6 Pointe-ala-Hache Ferry Ramp Replacement project from the Federal Transit Authority Emergency
7 Relief Program. *The digest is for informational purposes only and is superseded by the language*
8 *of the actual ordinance or resolution.*
9

10 WHEREAS, Ordinance 21-116, transferred certain rights, obligations, liabilities, and assets related
11 to ferry services and established a Ferry Department in the Plaquemines Port, Harbor and Terminal
12 District; and
13

14 WHEREAS, the Pointe-ala-Hache ferry ramp is in dire need of replacement; and
15

16 WHEREAS, amending the Plaquemines Port, Harbor, and Terminal District 2024 Five-Year
17 Capital Improvements Plan by appropriating \$18,623,506 to the Pointe-ala-Hache Ferry Ramp
18 Replacement Project from the Federal Transit Authority Emergency Relief Program
19 is requested;
20

21 NOW, THEREFORE:
22

23 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
24 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND TERMINAL
25 DISTRICT THAT:
26

SECTION 1

29 The Plaquemines Port, Harbor, and Terminal District Five-Year Capital Improvements plan is
30 amended by appropriating \$18,623,506 to the Pointe-ala-Hache Ferry Ramp Replacement Project
31 from the Federal Transit Authority Emergency Relief Program; funding year 2024.
32

SECTION 2

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