

ORDINANCE NO. 25-

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

1 An Ordinance to amend the 2025 General Fund, Operating Expenditure Budget,
2 Davant Summer Recreation Program Department; and otherwise to provide with
3 respect thereto.

4 DIGEST: An ordinance to amend the 2025 General Fund, Operating Expenditure Budget,
5 Davant Summer Recreation Program Department by appropriating \$25,000 for the 2025
6 summer camp for the east bank. The funding source is the General Fund Unreserved
7 Undesignated Fund Balance. *The digest is for informational purposes only and is superseded*
8 *by the language of the actual Ordinance.*

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

12 NOW, THEREFORE:

13 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

14
15 The 2025 General Fund, Operating Expenditure Budget, Davant Summer Recreation Program
16 Department, is amended by appropriating \$25,000 from the General Fund Unreserved
17 Undesignated Fund Balance as follows:

Fund: 001 General Fund			
Dept/Div: 640-4082 Davant Summer Recreation Program Dept.			
Object	Description	Inc/ Dec	Amendment
532.001	Professional Services General	Inc	25,000

SECTION 2

18
19
20
21
22
23
24
25
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.

RESOLUTION NO. 25-

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

1 A Resolution to petition and authorize the application for a map change pursuant to
2 and in conformity with the Comprehensive Zoning Ordinance to rezone those
3 certain properties located in Point Celeste Farms Subdivision, Phase I, identified as
4 Lots 18-26 (currently owned by a third party), 27-29 (currently owned by a third
5 party), and 30 (currently owned by a third party), and additionally, Tract A
6 (currently owned by a third party) from Flood Plain (FP) District to Heavy
7 Industrial (I-3) District; and otherwise to provide with respect thereto.
8

9 DIGEST: Plaquemines Port, Harbor & Terminal District is rezoning Lots 18-26 (currently owned
10 by a third party), 27-29 (currently owned by a third party), 30 (currently owned by a third party),
11 and Tract A (currently owned by a third party) from Flood Plain (FP) District to Heavy Industrial
12 (I-3) District. *The digest is for informational purposes only and is superseded by the language of*
13 *the actual ordinance or resolution.*
14

15 NOW, THEREFORE:

16
17 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
18 the petition and filing of an application for a map change pursuant to and in conformity with the
19 Comprehensive Zoning Ordinance, specifically Section XII, to rezone those certain properties
20 located in Point Celeste Farms Subdivision, Phase I, identified as Lots 18-26 (currently owned by
21 a third party), 27-29 (currently owned by a third party), and 30 (currently owned by a third party),
22 and additionally, Tract A (currently owned by a third party) from Flood Plain (FP) District to Heavy
23 Industrial (I-3) District.
24

25 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
26 Secretary of this Council is hereby authorized and directed to immediately certify and release this
27 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
28 Resolution, both without further reading and approval by the Plaquemines Parish Council.
29

1 **Exhibit A**

2 **Legal Descriptions**

3 **Lot 2-B**

4 Commence at the intersection of the Property Line dividing Lot B-2 and Lot 2-A and the north
5 right of way line of La. State Highway 23, said point being the Point of Beginning and having
6 the La Grid South Zone State Plane Coordinate of N 403487.06, E 3748697.28; thence
7 S79°31'56"E, a distance of 76.38' to a point; thence S67°31'40"E, a distance of 295.37' to a
8 point; thence S74°56'48"E, a distance of 32.10' to a point; thence S74°12'36"E, a distance of
9 89.28' to a point; thence S67°34'24"E, a distance of 33.77' to the Point of Beginning; thence
10 N09°57'20"E, a distance of +/-337' to a point on the 2013 Mean Low Water line per the Corp of
11 Engineers of the Mississippi River; thence S78°58'11"E, along a straight line along the
12 Mississippi Rivers water's edge created by the endpoints of Lot 2-A and former dividing line
13 between Lots 1-B and 2, a distance of 628.08' to a point; thence S82°14'49"E, along a straight
14 line along the Mississippi Rivers water's edge created by the endpoints of former dividing line
15 between Lots 1-B and 2 and Lot 2-B, a distance of 206.75' to a point; thence S22°25'59"W, a
16 distance of +/-505' to a point on the north right of way line of La State Highway 23; thence along
17 said La State Highway 23 north right of way line N67°34'24"W, a distance of 742.95' to the
18 Point of Beginning. Containing 7.448 acres.

19 This description is based on the Resubdivision Survey of Lots 1-A, 1-B and 2 into Lots 2-A, 2-
20 B, Pointe Celeste Farms, Section 20, T 17 S ~ R 26 E, Plaquemines Parish, Louisiana plat made
21 by J.F. Ruello with Landmark Surveying, Inc, dated February 16, 2018. Plat file no. 180046-1.

22 **Lot 3**

23 A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and
24 all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging
25 or in anywise appertaining, situated in the PARISH OF PLAQUEMINES, STATE OF
26 LOUISIANA, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, per plan
27 by Tildon J. Dufrene, Jr., dated January 22, 1996, last revised March 17, 1997, approved by
28 Plaquemines Parish Council Ordinance No. 97-101, registered in COB 911 folio 137, Conveyance
29 Records of Plaquemines Parish, Louisiana. And according to said plan, said lot is designated as
30 LOT 3 and is located and measures as follows:

31 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
32 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
33 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
34 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
35 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
36 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

37

38

39 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
40 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

41 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
42 a distance of 1,275.30 feet;

43 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
44 a distance of 48.37 feet;

45 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
46 a distance of 359.70 feet;

47 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
48 a distance of 248.05 feet;

49 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
50 a distance of 48.43 feet;

51 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
52 a distance of 2,856.38 feet to a point of curvature;

53 Thence northwesterly on said line of Louisiana Highway No. 23, on a curve to the left having a
54 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

55 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23,
56 a distance of 2,956.34 feet to the southeasterly or southerly-most corner of Lot 3 and the Point of
57 Beginning.

58 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
59 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 3 and 2,
60 Point Celeste Farms Subdivision;

61 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 780 feet,
62 more or less, to the mean low water line of the Mississippi River;

63 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, distance
64 of 206 feet, more or less, to the intersection of said mean low waterline with the line common to
65 Lots 3 and 4, Point Celeste Farms Subdivision, and bearing North 22 degrees 25 minutes 59
66 seconds East from the aforesaid Point of Beginning;

67 Thence South 22 degrees 25 minutes 59 seconds West, on said line common to Lots 3 and 4, Point
68 Celeste Farms Subdivision, a distance of 820 feet, more or less, to the northeasterly right of way
69 line of Louisiana Highway No. 23 and the Point of Beginning.

70 All as more fully shown on survey by Dufrene Surveying & Engineering, Inc., dated January 22,
71 2001, an original which is attached hereto and made a part hereof.

72 Being part of the same property acquired by Sharon Sonnier, wife of/and Warren Vincent Jaspriza,
73 Jr. from CLL Limited Partnership, LTD. by Act dated January 29, 2001, registered in COB 993,
74 folio 14l of the records of the Parish of Plaquemines, State of Louisiana.

75 **Lot 4**

76 That certain piece or portion of ground, together with all the buildings and improvements thereon,
77 and all the rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging
78 or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, and being
79 more particularly designated as Lot Four (4) of Point Celeste Farms Subdivision, as per plan by
80 Tildon J. Dufrene, Jr., dated January 22, 1996, last revised March 17, 1997, approved by
81 Plaquemines Parish Council Ordinance Number 97-101, and recorded at COB 911, Folio 137, of
82 the conveyance records of Plaquemines Parish, Louisiana and according to said plan, said lot is
83 designated as Lot 4 and is located and measured as follows:

84 A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and
85 all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging
86 or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part
87 thereof known as POINT CELESTE FARMS SUBDIVISION, per plan by Tildon J. Dufrene, Jr.,
88 dated January 22, 1996, last revised March 17, 1997, approved by Plaquemines Parish Council
89 Ordinance No. 97-101, registered in COB 911 folio 137, Conveyance Records of Plaquemines
90 Parish, Louisiana. And according to said plan, said lot is designated as LOT 4 and is located and
91 measures as follows

92 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
93 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
94 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
95 Subdivision and which point bears Louisiana Plane Coordinate System NAD '83) coordinates
96 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
97 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

98 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
99 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

100 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
101 a distance of 1,275.30 feet;

102 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
103 a distance of 48.37 feet;

104 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
105 a distance of 359.70 feet

106 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
107 a distance of 248.05 feet;

108 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
109 a distance of 48.43 feet;

110 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
111 a distance of 2,856.38 feet to a point of curvature,
112 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
113 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;
114 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23.
115 A distance of 2,756.34 feet to the southeasterly or southerly-most corner of Lot 4 and the Point of
116 Beginning.
117 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
118 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 4 and 3,
119 Point Celeste Farms Subdivision;
120 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 820 feet,
121 more or less, to the mean low water line of the Mississippi River;
122 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
123 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
124 common to Lots 4 and 5, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
125 minutes 59 seconds East from the aforesaid Point of Beginning;
126 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 4 and 5,
127 Point Celeste Farms Subdivision, a distance of 840 feet, more or less, to the northeasterly right of
128 way line of Louisiana Highway No. 23 and the Point of Beginning.
129 Being part of the same property acquired by CLL Limited Partnership, LTD. By Act dated
130 December 29, 1992, registered in COB 796, folios 461 & 486 of the records of the Parish of
131 Plaquemines, State of Louisiana.

132 **Lot 5**

133 A certain lot of ground, together with all the buildings and improvements thereon, and all of the
134 rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in
135 anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof
136 known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr., dated January 22,
137 1996, last revised March 17, 1997, approved by Plaquemines Parish Council Ordinance No. 97-
138 101, registered in COB 911 folio 137, Conveyance Records of Plaquemines Parish, Louisiana.
139 And according to said plan, said lot is designated as Lot 5 and is located and measures as follows:
140 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
141 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
142 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
143 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
144 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
145 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

146 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
147 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

148 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
149 a distance of 1,275.30 feet;

150 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
151 a distance of 48.37 feet;

152 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
153 a distance of 359.70 feet;

154 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
155 a distance of 248.05 feet;

156 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
157 a distance of 48.43 feet;

158 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
159 a distance of 2,856.38 feet to a point of curvature;

160 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
161 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

162 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23,
163 a distance of 2,556.34 feet to the southeasterly or southerly-most corner of Lot 5 and the Point of
164 Beginning.

165 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
166 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 5 and 4,
167 Point Celeste Farms Subdivision;

168 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 840 feet,
169 more or less, to the mean low water line of the Mississippi River;

170 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
171 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
172 common to Lots 5 and 6, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
173 minutes 59 seconds East from the aforesaid Point of Beginning;

174 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 5 and 6,
175 Point Celeste Farms Subdivision, a distance of 860 feet, more or less, to the northeasterly right of
176 way line of Louisiana Highway No. 23 and the Point of Beginning.

177 Being part of the same property acquired by Nungesser Land Company, L.L.C. from CLL Limited
178 Partnership, LTD. by Act of Cash Sale dated January 22, 1999 and registered in COB 942, folio
179 712 of the records of the Parish of Plaquemines, State of Louisiana.

180 **Lot 6**

181 A certain lot of ground, together with all the buildings and improvements thereon, and all of the
182 rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in
183 anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof
184 known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr. dated January 22,
185 1996, last revised March 17, 1997, approved by Plaquemines Parish Council Ordinance No. 97-
186 101, registered in COB 911 folio 137, Conveyance Records of Plaquemines Parish, Louisiana.
187 And according to said plan, said lot is designated as Lot 6 and is located and measures as follows:

188 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
189 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
190 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
191 Subdivision and which point bear Louisiana Plane Coordinate System (NAD '83) coordinates X-
192 3,757,921.74 and Y-397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds West.
193 on said line of Louisiana Highway No. 23. a distance of 234.77 feet to a point of curvature;

194 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
195 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

196 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
197 a distance of 1,275.30 feet;

198 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
199 a distance of 48.37 feet;

200 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
201 a distance of 359.70 feet;

202 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
203 a distance of 248.05 feet;

204 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
205 a distance of 48.43 feet;

206 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
207 a distance of 2,856.38 feet to a point of curvature:

208 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
209 radius of 3,124.48 feet, an are distance of 937.13 feet to a point of tangency;

210 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23.
211 a distance of 2,356.34 feet to the southeasterly or southerly-most corner of Lot 6 and the Point of
212 Beginning.

213 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
214 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 6 and 5,
215 Point Celeste Farms Subdivision;

216 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 860 feet,
217 more or less, to the mean low water line of the Mississippi River.

218 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
219 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
220 common to Lots 6 and 7, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
221 minutes 59 seconds East from the aforesaid Point of Beginning.

222 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 6 and 7,
223 Point Celeste Farms Subdivision, a distance of 880 feet, more or less, to the northeasterly right of
224 way line of Louisiana Highway No. 23 and the Point of Beginning.

225 **Lot 8**

226 A CERTAIN LOT OF GROUND, together with all the buildings and improvements
227 thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages
228 thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines.
229 State of Louisiana, in that part thereof known as Point Celeste Farms Subdivision, per
230 plan by Tildon J. Dufrene, Jr., dated January 22, 1996, last revised March 17, 1997,
231 approved by Plaquemines Parish Council Ordinance No. 97-101, registered in COB 911,
232 folio 137, Conveyance Records of Plaquemines Parish, Louisiana. And according to said
233 plan, said lot is designated as LOT 8 and is located and measures as follows:

234 Commencing at the intersection of the northeasterly right of way line of Louisiana
235 Highway No. 23 and the upper or northwesterly line of property belonging (now or
236 formerly) to Horace Wilkinson, which point of intersection is the southeasterly comer of
237 Point Celeste Farms Subdivision and which point bears Louisiana Plane Coordinate
238 System (NAO '83) coordinates X=3, 757,921.74 and Y=397,825.99, proceed thence
239 North 53 degrees 30 minutes 17 seconds West, on said line of Louisiana Highway No.
240 23, a distance of 234.71 feet to a point of curvature:

241 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right
242 having a radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency,

243 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana
244 Highway No. 23, a distance of 1,275.50 feet;

245 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana
246 Highway No. 23, a distance of 48.37 feet;

247 Thence North 50 degrees 37 minutes 21 seconds West, on side line of Louisiana
248 Highway No. 23, a distance of 359.70 feet;

249 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana
250 Highway No. 23, a distance of 248.05 feet;

251 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana
252 Highway No. 23, a distance of 48.43 feet;

253 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana
254 Highway No. 23, a distance of 2,856.38 feet to a point of curvature;

255 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left
256 having a radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

257 Thence North 67 degrees 34 minutes 01 seconds West, on said line of Louisiana
258 Highway No. 23, a distance of 1,956.34 feet to the southeasterly or southerly-most corner
259 of Lot 8 and the Point of Beginning.

260 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 seconds
261 West, on said line of Louisiana Highway No. 23, a distance of 200 feet to the line
262 common to Lots 8 and 7, Point Celeste Farms Subdivision;

263 Thence North 22 degrees, 25 minutes 59 seconds East, on said common line, a distance
264 of 890 feet, more or less, to the mean low water line of the Mississippi River;

265 Thence southeasterly, on the meander of the mean low water line of the Mississippi
266 River, a distance of 200 feet, more or less, to the intersection of said mean low water line
267 with the line common to Lots 8 and 9, Point Celeste Farms Subdivision, and bearing
268 North 22 degrees 25 minutes 59 seconds East from the aforesaid Point of Beginning;

269 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 8
270 and 9, Point Celeste Farms Subdivision, a distance of 900 feet, more or less, to the
271 northeasterly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

272 Being the same property acquired by Parker Development Company by act dated
273 December 2, 1997 as registered at COB 919, folio 752.

274 **Lot 11**

275 ONE CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and
276 improvements thereon, and all of the rights, ways, privileges, servitudes, advantages and
277 appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of
278 Plaquemines, State of Louisiana, in that part thereof known as POINTE CELESTE FARMS
279 SUBDIVISION, per plan by Tildon J. Dufrene, Jr., dated January 22, 1996, last revised March 17,
280 1997, approved by Plaquemines Parish Council Ordinance No. 97-101, registered in COB 911,
281 folio 137, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said
282 lot is designated as LOT 11 and is located and measures as follows:

283 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
284 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
285 Wilkinson, which point of intersection is the southeasterly corner of Pointe Celeste Farms
286 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
287 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds West,
288 on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

289 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
290 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

291 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
292 a distance of 1,275.30 feet;

293 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
294 a distance of 48.37 feet;

295 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
296 a distance of 359.70 feet;

297 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
298 a distance of 248.05 feet;

299 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
300 a distance of 48.43 feet;

301 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
302 a distance of 2,856.38 feet to a point of curvature;

303 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
304 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

305 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23,
306 a distance of 1,356.34 feet to the southeasterly or southerly-most corner of Lot 11 and the Point of
307 Beginning;

308 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
309 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 11 and
310 10, Pointe Celeste Farms Subdivision;

311 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 920 feet,
312 more or less, to the mean low water line of the Mississippi River;

313 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
314 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
315 common to Lots 11 and 12, Pointe Celeste Farms Subdivision, and bearing North 22 degrees 25
316 minutes 59 seconds East from the aforesaid Point of Beginning;

317 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 11 and 12,
318 Pointe Celeste Farms Subdivision, a distance of 930 feet, more or less, to the northeasterly right
319 of way line of Louisiana Highway No 23 and the Point of Beginning.

320

321

322 **LOT 12**

323 A certain lot of ground, together with all the buildings and improvements thereon, and all of the
324 rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in
325 anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof
326 known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr., dated January 22,
327 1996, last revised March 17, 1997, approved by Plaquemines Parish Council Ordinance No. 97-
328 101, registered in COB 911, folio 137, Conveyance Records of Plaquemines Parish, Louisiana.
329 And according to said plan, said lot is designated as Lot 12 and is located and measure as follows:

330 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
331 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
332 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
333 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
334 X=3, 757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
335 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

336 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
337 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

338 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
339 a distance of 1,275.30 feet;

340 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
341 a distance of 48.37 feet;

342 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
343 a distance of 359.70 feet;

344 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
345 a distance of 248.05 feet;

346 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
347 a distance of 48.43 feet;

348 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
349 a distance of 2,856.38 feet to a point of curvature;

350 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
351 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

352 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23,
353 a distance of 1156.34 Feet to the southeasterly or southerly-most corner of Lot 12 and the Point of
354 Beginning.

355 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West on
356 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 12 and
357 11, Point Celeste Farms Subdivision;

358 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 930 feet,
359 more or less, to the mean low water line of the Mississippi River;

360 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
361 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
362 common to Lots 12 and 13, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
363 minutes 59 seconds East from the aforesaid Point of Beginning;

364 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 12 and
365 13, Point Celeste Farms Subdivision, a distance of 940 feet, more or less, to the northeasterly right
366 of way line of Louisiana Highway No. 23 and the Point of Beginning.

367 AND

368 Two certain lots of ground, together with all the buildings and improvements thereon, and all of
369 the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in
370 anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof
371 known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr., dated January 22,
372 1996, last revised March 17, 1997, approved by Plaquemines Parish Council Ordinance No. 97-
373 101, registered in COB 911, folio 137, Conveyance Records of Plaquemines Parish, Louisiana.
374 And according to said plan, said lots are designated as Lots 13 and 14 and are located and measure
375 as follows:

376 **LOT 13**

377 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
378 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
379 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
380 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
381 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
382 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

383 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
384 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

385 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
386 a distance of 1,275.30 feet;

387 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
388 a distance of 48.37 feet;

389 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
390 a distance of 359.70 feet;

391 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
392 a distance of 248.05 feet;

393 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
394 a distance of 48.43 feet;

395 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
396 a distance of 2,856.38 feet to a point of curvature;

397 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
398 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency; Thence North 67
399 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23, a distance of
400 956.34 feet to the southeasterly or southerly-most corner of Lot 13 and the point of beginning.

401 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
402 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 13 and
403 12, Point Celeste Farms Subdivision;

404 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 940 feet,
405 more or less, to the mean low water line of the Mississippi River;

406 Thence southeasterly; on the meander of the mean low water line of the Mississippi River, a
407 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
408 common to Lots 13 and 14, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
409 minutes 59 seconds East from the aforesaid Point of Beginning;

410 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 13 and
411 14, Point Celeste Farms Subdivision, a distance of 950 feet, more or less, to the northeasterly
412 right of way line of Louisiana Highway No. 23 and the Point of Beginning

413 **LOT 14**

414 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
415 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
416 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
417 Subdivision and which point bears Louisiana P lane Coordinate System (NAD '83) coordinates
418 X=3, 757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
419 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

420 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
421 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

422 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
423 a distance of 1,275.30 feet;

424 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
425 a distance of 48.37 feet;

426 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
427 a distance of 359.70 feet;

428 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
429 a distance of 248.05 feet;

430 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
431 a distance of 48.43 feet;

432 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
433 a distance of 2,856.38 feet to a point of curvature;

434 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
435 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

436 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23,
437 a distance of 756.34 feet to the southeasterly or southerly-most corner of Lot 14 and the Point of
438 Beginning.

439 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West on
440 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 14 and
441 13, Point Celeste Farms Subdivision;

442 **LOT 15**

443 A certain lot of ground, together with all the buildings and improvements thereon, and all of the
444 rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in
445 anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof
446 known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr., dated January 22,
447 1996, last revised March 17, 1997, approved by Plaquemines Parish Council Ordinance No. 97-
448 101, registered in COB 911, folio 137, Conveyance Records of Plaquemines Parish, Louisiana.
449 And according to said plan, said lot is designated as Lot 15 and is located and measures as follows:

450 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
451 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
452 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
453 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
454 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
455 West, on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature.

456 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
457 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

458 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
459 a distance of 1,275.30 feet;

460 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
461 a distance of 48.37 feet;

462 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
463 a distance of 359.70 feet;

464 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
465 a distance of 248.05 feet;

466 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
467 a distance of 48.43 feet;

468 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
469 a distance of 2,856.38 feet to a point of curvature;

470 Thence North 67 degrees 34 minutes 01 seconds West, on said line of Louisiana Highway No. 23,
471 a distance of 556.34 feet to the southeasterly or southerly-most corner of Lot 15 and the Point of
472 Beginning.

473 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 seconds West, on
474 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 15 and
475 14, Point Celeste Farms Subdivision;

476 Thence North 22 degrees 25 minutes 59 seconds East, on said common line a distance of 960 feet,
477 more or less, to the mean low water line of the Mississippi River;

478 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
479 distance of 201 feet, more or less, to the intersection of said mean low water line with the line
480 common to Lots 15 and 16, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
481 minutes 59 seconds East from the aforesaid Point of Beginning;

482 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 15 and
483 16, Point Celeste Farms Subdivision, a distance of 980 feet, more or less, to the northeasterly right
484 of way line of Louisiana Highway No. 23 and the Point of Beginning;

485 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 950 feet,
486 more or less, to the mean low water line of the Mississippi River;

487 Thence Southeasterly, on the meander of the mean low water line of the Mississippi River, a
488 distance of 200 feet, more or less, to the intersection of said mean low water line with the line
489 common to Lots 14 and 15, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
490 minutes 59 seconds East from the aforesaid Point of Beginning;

491 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 14 and
492 15, Point Celeste Farms Subdivision, a distance of 960 feet, more or less, to the northeasterly right
493 of way line of Louisiana Highway No. 23 and the Point of Beginning.

494 **Lot 16**

495 A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and
496 all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging
497 or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part
498 thereof known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr., dated
499 January 22, 1996, last revised March 17, 1997, approved by Plaquemines Parish Council

500 Ordinance No. 97-101, registered in COB 911, folio 137, Conveyance Records of Plaquemines
501 Parish, Louisiana. And according to said plan, said lot is designated as Lot 16 and is located and
502 measures as follows:

503 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
504 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
505 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
506 Subdivision and which point bears Louisiana Plane Coordinate System (NAD'83) coordinates
507 X=3,757.921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds West,
508 on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

509 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
510 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

511 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
512 a distance of 1,275.30 feet;

513 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
514 a distance of 48.37 feet;

515 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
516 a distance of 359.70 feet;

517 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
518 a distance of 248.05 feet;

519 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
520 a distance of 48.43 feet;

521 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
522 a distance of 2,856.38 feet to a point of curvature;

523 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
524 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

525 Thence North 67 degrees 34 minutes 01 seconds West, on said line of Louisiana Highway No. 23,
526 a distance of 356.34 feet to the southeasterly or southerly-most corner of Lot 16 and the Point of
527 Beginning.

528 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 seconds West, on
529 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 16 and
530 15, Point Celeste Farms Subdivision;

531 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 980 feet,
532 more or less, to the mean low water line of the Mississippi River;

533 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
534 distance of 203 feet, more or less, to the intersection of said mean low water line with the line

535 common to Lots 16 and 17, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
536 minutes 59 seconds East from the aforesaid Point of Beginning;

537 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 16 and 17,
538 Point Celeste Farms Subdivision, a distance of 1,020 feet, more or less, to the northeasterly right
539 of way line of Louisiana Highway No. 23 and the Point of Beginning.

540 **Lot 17**

541 A certain lot of ground, together with all the buildings and improvements thereon, and all of the
542 rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in
543 anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof
544 known as Point Celeste Farms Subdivision, per plan by Tildon J. Dufrene, Jr., dated January 22,
545 1996, last revised March 17, 1997, approved by Plaquemines Parish Council Ordinance No. 97-
546 101, registered in COB 911 folio 137, Conveyance Records of Plaquemines Parish, Louisiana.
547 And according to said plan, said lot is designated as Lot 17 and is located and measures as follows:

548 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
549 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
550 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
551 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
552 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds
553 West, on said line of Louisiana Highway No 23, a distance of 234.77 feet to a point of curvature;

554 Thence northwesterly, on said line of Louisiana Highway No. 23. on a curve to the right having a
555 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

556 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
557 a distance of 1,275.30 feet;

558 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
559 a distance of 48.37 feet;

560 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
561 a distance of 359.70 feet;

562 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
563 a distance of 248.05 feet;

564 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
565 a distance of 48.43 feet;

566 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
567 a distance of 2,856.38 feet to a point of curvature;

568 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the left having a
569 radius of 3,124.48 feet, an arc distance of 937.13 feet to a point of tangency;

570 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana Highway No. 23,
571 a distance of 156.34 feet to the southeasterly or southerly-most corner of Lot 17 and the Point of
572 Beginning.

573 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01 second West, on
574 said line of Louisiana Highway No. 23, a distance of 200 feet to the line common to Lots 17 and
575 16, Point Celeste Farms Subdivision;

576 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a distance of 1,020
577 feet, more or less, to the mean low water line of the Mississippi River;

578 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
579 distance of 207 feet, more or less, to the intersection of said mean low water line with the line
580 common to Lots 17 and 18, Point Celeste Farms Subdivision, and bearing North 22 degrees 25
581 minutes 59 seconds East from the aforesaid Point of Beginning;

582 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to Lots 17 and
583 18, Point Celeste Farms Subdivision, a distance of 1,070 feet, more or less, to the northeasterly
584 right of way line of Louisiana Highway No. 23 and the Point of Beginning.

585 **LOT 33**

586 ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon,
587 and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging
588 or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part
589 thereof known as POINT CELESTE FARMS SUBDIVISION, per plan by Tilden J. Dufrene, Jr.
590 dated January 22, 1996, last revised March 17, 1997, approved by Plaquemines Parish Council
591 Ordinance No. 97-101, registered in COB 911 folio 137, Conveyance Records of Plaquemines
592 Parish, Louisiana. And according to said plan, said lot is designated as LOT 33 and is located and
593 measures as follows

594 Commencing at the intersection of the northeast right of way line of Louisiana Highway No. 23
595 and the upper or northwesterly line of property belonging (now or formerly) to Horace Wilson,
596 which point of intersection is the southeasterly corner of Point Celeste Farms Subdivision and
597 which point bears Louisiana Plane Coordinate System (NAD '83) coordinates X-375792174 and
598 Y-39782599 proceed then North 51 degrees 30 minutes 17 seconds West, on said line of Louisiana
599 Highway No. 23, a distance of 234.77 feet to a point of curvature.

600 Thence northwesterly, on said line of Louisiana Highway No 23, on a curve to the right having a
601 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency.

602 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No 23,
603 a distance of 1,275.30 feet.

604 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
605 a distance of 48.37 feet.

606 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
607 a distance of 359.70 feet.

608 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
609 a distance of 248.05 feet.

610 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
611 a distance of 48.43 feet.

612 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
613 a distance of 822.50 feet to the southeasterly or southerly-most corner of Lot 33 and the Point of
614 Beginning.

615 From said Point of Beginning, continue then North 50 degrees 22 minutes 56 seconds West, on
616 said line of Louisiana Highway No. 23 a distance of 210.54 feet to the line common to Lot 33 and
617 32, Point Celeste Farms Subdivision.

618 Thence North 21 degrees 30 minutes 30 seconds east, on said common line, a distance of 1,560
619 feet, more or less, to the mean low water line of the Mississippi River.

620 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
621 distance of 212 feet, more or less, to the intersection of said mean low water line with the line
622 common to Lots 33 and 34, Point Celeste Farms Subdivision, and bearing North 21 degrees 30
623 minutes 15 seconds East from the aforesaid Point of Beginning.

624 Thence South 21 degrees 30 minutes 15 seconds West, on the said line common to Lots 33 and
625 34, Point Celeste Farms Subdivision, a distance of 1,560 feet, more or less, to the northeasterly
626 right of way line of Louisiana Highway No. 23 and the Point of Beginning.

627 **Lot 34**

628 THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon,
629 and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto
630 belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in
631 that part thereof known as POINT CELESTE FARMS SUBDIVISION, per plan by Tildon J.
632 Dufrene, Jr., dated January 22, 1996, last revised March 17, 1997, approved by Plaquemines Parish
633 Council Ordinance No. 97-101, registered in COB 911 folio 137, Conveyance Records of
634 Plaquemines Parish, Louisiana. And according to said plan, said lot is designated as LOT 34 and
635 is located and measure as follows:

636 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
637 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
638 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
639 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
640 X=3.757.921.74 and Y=397.825.99. proceed thence North 53 degrees 30 minutes 17 seconds West
641 on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature:

642

643 Thence northwesterly on said line of Louisiana Highway No. 23 on a curve to the right having a
644 radius of 11,349.16 feet, an arc distance of 511.72 feet to a point of tangency;

645
646 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
647 a distance of 1,275.30 feet;

648 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana Highway No. 23,
649 a distance of 48.37 feet;

650 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana Highway No. 23,
651 a distance of 359.70 feet;

652 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
653 a distance of 248.05 feet;

654 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana Highway No. 23,
655 a distance of 48.43 feet;

656 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana Highway No. 23,
657 a distance of 611.96 feet to the southeasterly or southerly-most corner of Lot 34 and the Point of
658 Beginning.

659 From said Point of Beginning, continue thence North 50 degrees 22 minutes 56, seconds West, on
660 said line of Louisiana Highway No. 23, a distance of 210.54 feet to the line common to Lots 34
661 and 33, Point Celeste Farms Subdivision.

662 Thence North 21 degrees 30 minutes 15 seconds East, on said common line, a distance of 1,560
663 feet, more or less, to the mean low water line of the Mississippi River;

664 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
665 distance of 212 feet, more or less, to the intersection of said mean low water line with the line
666 common to Lots 34 and 35, Point Celeste Farms Subdivision, and bearing North 21 degrees 30
667 minutes 00 seconds East from the aforesaid Point of Beginning;

668 Thence South 21 degrees 30 minutes 00 seconds West, on the said line common to Lots 34 and
669 35, Point Celeste Farms Subdivision, a distance of 1,550 feet, more or less, to the northeasterly
670 right of way line of Louisiana Highway No. 23 and the Point of Beginning.

671 **Lot 45**

672 A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and
673 all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging
674 or in anywise appertaining, situated in the PARISH OF PLAQUEMINES, STATE OF
675 LOUISIANA, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, per plan
676 by Tildon J. Dufrene, Jr., dated January 22, 1996, last revised March 17, 1997, approved by
677 Plaquemines Parish, Council Ordinance No. 97-101, registered in COB 911, folio 137,
678 Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said lot is
679 designated as LOT 45 and is located and measures as follows:

680 Commencing at the intersection of the northeasterly right of way line of Louisiana Highway No.
681 23 and the upper or northwesterly line of property belonging (now or formerly) to Horace
682 Wilkinson, which point of intersection is the southeasterly corner of Point Celeste Farms
683 Subdivision and which point bears Louisiana Plane Coordinate System (NAD '83) coordinates
684 X=3,757,921.74 and Y=397,825.99, proceed thence North 53 degrees 30 minutes 17 seconds West
685 on said line of Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

686 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the right having a
687 radius of 11,349.16 feet, an act distance of 511.72 feet to a point of tangency.

688 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana Highway No. 23,
689 a distance of 142.85 feet to the Point of Beginning.

690 From said Point of Beginning, continue thence North 50 degrees 55 minutes 16 seconds West, on
691 said line of Louisiana Highway No. 23, a distance of 208.95 feet to the line common to Lots 45
692 and 44, Point Celeste Farms Subdivision.

693 Thence North 20 degrees 11 minutes 38 seconds East, on said common line, a distance of 1,580
694 feet, more or less, to the mean low water line of the Mississippi River.

695 Thence southeasterly, on the meander of the mean low water line of the Mississippi River, a
696 distance of 210 feet, more or less, to the intersection of said mean low water line with the line
697 common to Lots 45 and 46, Point Celeste Farms Subdivision, and being North 20 degrees 14
698 minutes 23 seconds East from the aforesaid Point of Beginning.

699 Thence South 20 degrees 14 minutes 23 seconds West, on the said line common to Lots 45 and
700 46, Point Celeste Farms Subdivision, a distance of 1,580 feet, more or less, to the northeasterly
701 right of ways line of Louisiana Highway No. 23 and the Point of Beginning.

702 **Lot 47**

703 THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and
704 improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and
705 advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines,
706 State of Louisiana, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, per
707 plan by Tilton J. Dufrene, Jr. Dated January 22, 1996, last revised March 17, 1997 approved by
708 Plaquemines Parish Council Ordinance #97-101 registered in COB 91 I, Folio 137. And according
709 to said plan, said lot is designated as Lot 47 and is located and measures as follows:

710 Commencing at the intersection of the north easterly right of way line of Louisiana Highway No.
711 23 and the upper or northwesterly line of property (now or formerly) to Horace Wilkinson, which
712 point of intersection is the southeasterly corner of Point Celeste Farms Subdivision and which
713 point bears Louisiana Plane Coordinate System (NAD'83) coordinates X-3, 757,921.74 and
714 Y"397,825.99, proceed thence North 653 degrees 30 minutes 17 seconds West, on said line of
715 Louisiana Highway No. 23, a distance of 234.77 feet to a point of curvature;

716 Thence proceed Northwesterly on said line of Louisiana Highway No. 23 on a curve to the right
717 having a radius of 11,349.16 feet, an arc distance of 315.24 feet to the Point of Beginning.

718 From said Point of Beginning, continue thence Northwesterly on said line of Louisiana Highway
719 No. 23 and on the aforesaid curve, an arc distance of 169.66 feet to the line common to Lots 47
720 and 46, Point Celeste Farms Subdivision;

721 Thence proceed North 28 degrees 30 seconds East on said common line a distance of 1,530 feet,
722 more or less, to the mean low water line of the Mississippi River;

723 Thence proceed Southeasterly, on the meander of the mean low water line of the Mississippi River,
724 a distance of 407 feet, more or less, to the intersection of said mean low water line with the line
725 common to Lots 47 and 48, Pointe Celeste Farms Subdivision, and bearing North 37 degrees 47
726 minutes 53 seconds East from the aforesaid Point of Beginning;

727 Thence proceed South 37 degrees 47 minutes 53 seconds West on the side line common to Lots
728 47 and 48, Pointe Celeste Farms Subdivision, a distance of 1,520 feet, more or less, to the
729 Northeasterly right of way line of Louisiana Highway No. 23 and the Point of Beginning, all as is
730 more fully shown on said survey.



**PLAQUEMINES PARISH
ZONING ORDINANCE AMENDMENT FORM
MAP CHANGE**

ZONING MAP CHANGE ID 2025-567

FEE N/C

FILING DATE 2-20-25

RECEIPT NO. _____

C DISTRICT District 7

NAME	Plaquemines Port, Harbor and Terminal District	OWNERSHIP %	100
ADDRESS	8056 Hwy. 23, Third Floor	LOT NO.	2-B, 3-6, 8, 11-17, 33, 34, 45, 47,
CITY, ST, ZIP	Belle Chasse, Louisiana 70037		
PHONE NO.	(504) 682-7920	PHONE EXT	N/A

REQUESTED MAP CHANGE:

Flood Plain (FP)

TO

Heavy Industrial (I-3)

(EXISTING CLASSIFICATION)

(PROPOSED CLASSIFICATION)

LOCATION AND DESCRIPTION OF PROPERTY FOR CHANGE OF ZONING CLASSIFICATION:

See attached Exhibit A, which contains the legal descriptions of each.

GIVE REASONS FOR REQUEST:

Land Development

(ATTACH ADDITIONAL SHEET OR USE REVERSE OF THIS PAGE IF ADDITIONAL SPACE IS NEEDED)

NOTE: ATTACH FIVE (5) MAPS, DRAWN TO SCALE, SHOWING THE LOCATION, MEASUREMENTS AND OWNERSHIP OF ALL PROPERTY PROPOSED FOR A CHANGE IN ZONING CLASSIFICATION.

LIST OF ADJACENT PROPERTY OWNERS AND ADDRESSES:
(MUST INCLUDE PROPERTY ACROSS THE STREET OR HIGHWAY)

NAME Belle Chasse Marine Transportation, Inc.
ADDRESS P. O. Box 10890
Jefferson, LA 70181-0890
(Lot B-2)

Venice Blue Crab Partnership
5960 Memphis Street
New Orleans, LA 70124
(Lots 46 and 48)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot G) + (Lot 49)

Tuan Q. Nguyen
707 Jump Basin Road
Venice, LA 70091
(Lots 55 and 56)

NAME Larry T. Est and Celeste D. Ancar
ADDRESS 13231 Hwy. 23
Belle Chasse, LA 70037
(Lot 7)

NAME Galliano Marine Service LLC (River Deck, LLC)
ADDRESS 16201 E. Main Street
Cutoff, LA 70345
(Lots 9 and 10)

NAME Bolsu PCF LLC
ADDRESS 880 Lawrence Road, Suite 188
Kemah, TX 77565
(Lot 18)

NAME Amanda Adolph
ADDRESS P. O. Box 213
Venice, LA 70091-0213
(Lot 32)

NAME James Richard Sr. and Shelia B. McGuire
ADDRESS 21481 Hwy. 23
Port Sulphur, LA 70083
(Lots 35 and 36)

NAME Frank J. Jr. and Dale G. Adolph
ADDRESS P. O. Box 213
Venice, LA 70091-0213
(Lot 44)

NAME, ADDRESS & SIGNATURE OF APPLICANT(S)
INCLUDE PERCENTAGE OF OWNERSHIP OR LOT NO.

NAME Plaquemines Port Harbor and Terminal District

ADDRESS 8056 Hwy. 23, Third Floor Belle Chasse LA 70037

PHONE NO. (504) 682-7920

SIGNATURE 

PERCENT OWNERSHIP/ LOT NO. 100%

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

PERCENT OWNERSHIP/ LOT NO. _____

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

PERCENT OWNERSHIP/ LOT NO. _____

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED THE PERSON(S) WHOSE SIGNATURES ARE AFFIXED ABOVE, ALL OF THE FULL AGE OF MAJORITY, WHO DECLARED UNDER OATH TO ME, NOTARY, THAT THEY ARE THE OWNERS OR AUTHORIZED AGENT OF ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND LOCATED AS SET FORTH BESIDE THEIR RESPECTIVE SIGNATURES, AND THAT THEY KNOW OF THEIR OWN PERSONAL KNOWLEDGE THAT THE ABOVE PETITIONERS ARE THE OWNERS OF AT LEAST FIFTY (50%) PERCENT OF THE AREA DESCRIBED ABOVE FOR WHICH A ZONING CHANGE IS REQUESTED, AND THAT THEIR SIGNATURES WERE EXECUTED FREELY AND VOLUNTARILY AND THAT THEY ARE DULY QUALIFIED TO SIGN.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 13 DAY OF February, 2025



NOTARY PUBLIC

LIST OF ADJACENT PROPERTY OWNERS AND ADDRESSES:
(MUST INCLUDE PROPERTY ACROSS THE STREET OR HIGHWAY)

NAME Belle Chasse Marine Transportation, Inc.
ADDRESS P. O. Box 10890
Jefferson, LA 70181-0890
(Lot B-2)

Venice Blue Crab Partnership
5960 Memphis Street
New Orleans, LA 70124
(Lots 46 and 48)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot G) + (Lot 49)

Tuan Q. Nguyen
707 Jump Basin Road
Venice, LA 70091
(Lots 55 and 56)

NAME Larry T. Est and Celeste D. Ancar
ADDRESS 13231 Hwy. 23
Belle Chasse, LA 70037
(Lot 7)

NAME Galliano Marine Service LLC
ADDRESS 16201 E. Main Street
Cutoff, LA 70345
(Lots 9 and 10)

NAME Bolsu PCF LLC
ADDRESS 880 Lawrence Road, Suite 188
Kemah, TX 77565
(Lot 18)

NAME Amanda Adolph
ADDRESS P. O. Box 213
Venice, LA 70091-0213
(Lot 32)

NAME James Richard Sr. and Shelia B. McGuire
ADDRESS 21481 Hwy. 23
Port Sulphur, LA 70083
(Lots 35 and 36)

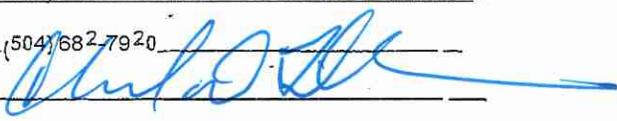
NAME Frank J. Jr. and Dale G. Adolph
ADDRESS P. O. Box 213
Venice, LA 70091-0213
(Lot 44)

NAME, ADDRESS & SIGNATURE OF APPLICANT(S)
INCLUDE PERCENTAGE OF OWNERSHIP OR LOT NO.

NAME Plaquemines Port Harbor and Terminal Distri Ct

ADDRESS 8056 Hwy. 23, Third Floor, Belle Chasse, LA 70037

PHONE NO. (504) 682-7920

SIGNATURE 

PERCENT OWNERSHIP/ LOT NO. 100%

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

PERCENT OWNERSHIP/ LOT NO. _____

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

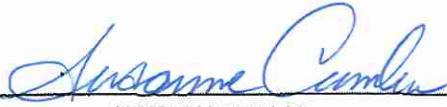
PERCENT OWNERSHIP/ LOT NO. _____

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED THE PERSON(S) WHOSE SIGNATURES ARE AFFIXED ABOVE, ALL OF THE FULL AGE OF MAJORITY, WHO DECLARED UNDER OATH TO ME, NOTARY, THAT THEY ARE THE OWNERS OR AUTHORIZED AGENT OF ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND LOCATED AS SET FORTH BESIDE THEIR RESPECTIVE SIGNATURES, AND THAT THEY KNOW OF THEIR OWN PERSONAL KNOWLEDGE THAT THE ABOVE PETITIONERS ARE THE OWNERS OF AT LEAST FIFTY (50%) PERCENT OF THE AREA DESCRIBED ABOVE FOR WHICH A ZONING CHANGE IS REQUESTED, AND THAT THEIR SIGNATURES WERE EXECUTED FREELY AND VOLUNTARILY AND THAT THEY ARE DULY QUALIFIED TO SIGN.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 13 DAY OF February, 20 25


NOTARY PUBLIC

RESOLUTION NO. 25-6

On motion of Council Member Champagne, seconded by Council Member Schulz, and on roll call all members present and voting "YES", except Council Member Guey who was "ABSENT" and Council Member LaFrance who voted "NO", the following Resolution was adopted:

A Resolution to petition and authorize the application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain District to Heavy Industrial (I-3) District; and otherwise to provide with respect thereto.

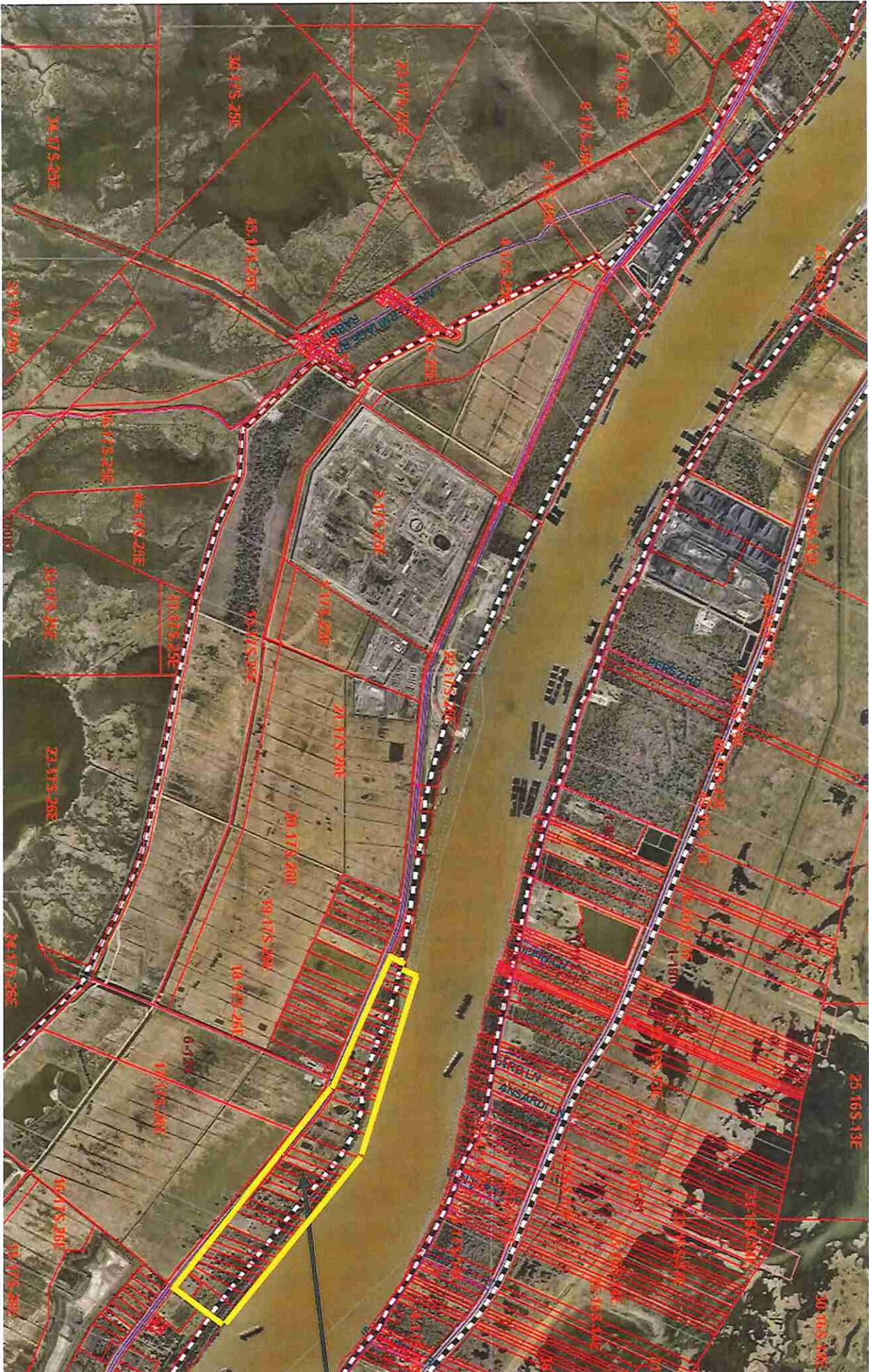
NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the petition and filing of an application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance, specifically Section XII, to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain (FP) District to Heavy Industrial (I-3) District.

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

I hereby certify the above and foregoing to be a true and correct copy of a Resolution adopted at a meeting held by the Plaquemines Parish Council in the Belle Chasse Council Building Chambers, 333 F. Edward Hebert Blvd., Bldg. 203, Belle Chasse, Louisiana, on Thursday, January 9, 2025.

Asst. Secretary

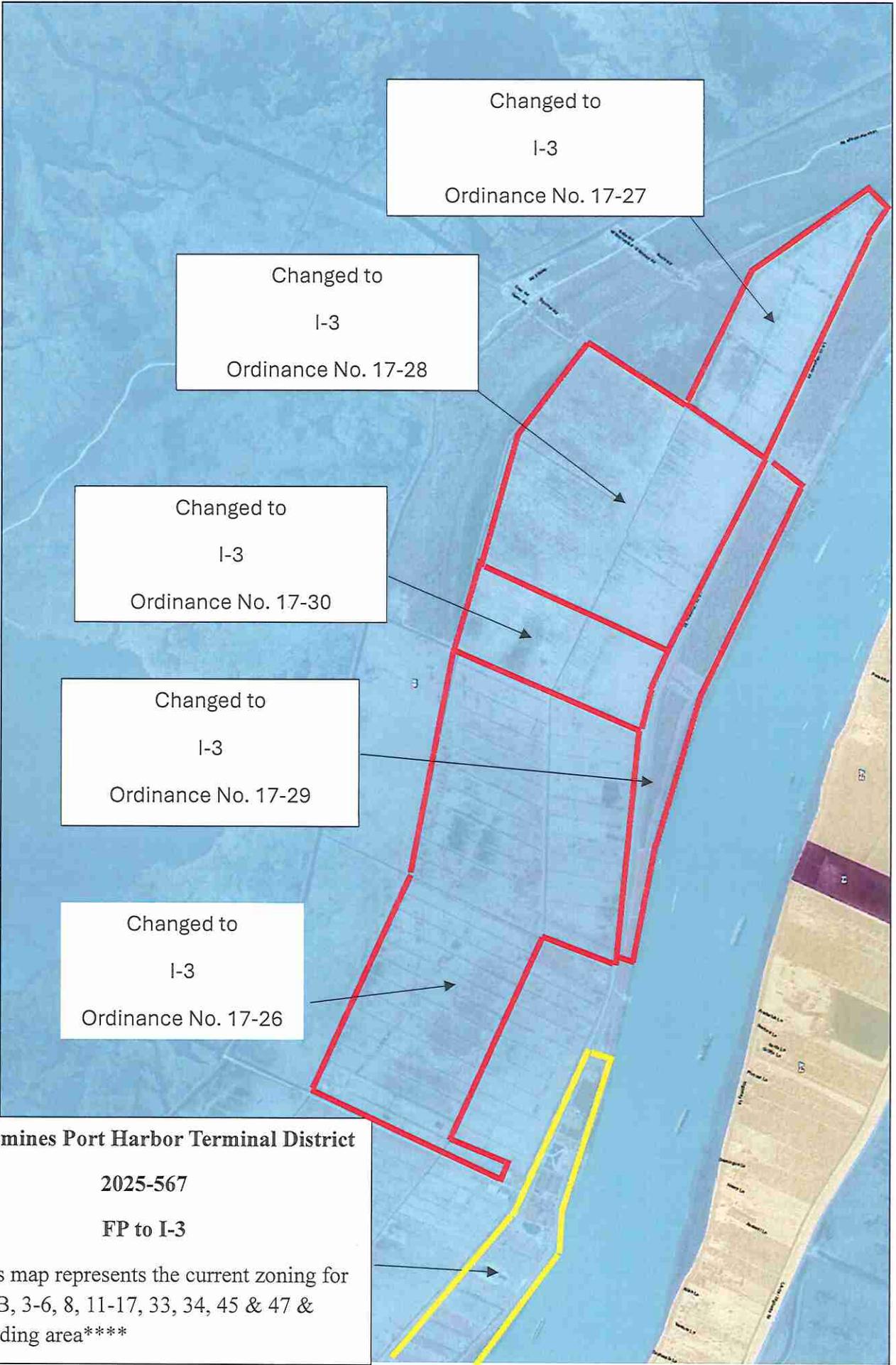


Plaquemines Port Harbor Terminal District

2025-567

FP to I-3

*****This map represents the current zoning for Lots 2-B, 3-6, 8, 11-17, 33, 34, 45 & 47 & surrounding area******



Plaquemines Port Harbor Terminal District
2025-567
FP to I-3

This map represents the current zoning for Lots 2-B, 3-6, 8, 11-17, 33, 34, 45 & 47 & surrounding area

	PROJECT NO. 2025-567 SHEET NO. 005 OF 005 SHEET 005
	ZONING MAP PLACQUEMINES PARISH GOVERNMENT
100 Avenue G Thibodaux, LA 70301 (504) 382-0500	
PLACQUEMINES PARISH GOVERNMENT ZONING MAP RECONSTRUCTION PROJECT	
NOTES: 1. This map is a preliminary map and is subject to change without notice. 2. Property boundaries are shown for information only and are not guaranteed by the Parish. 3. The Parish is not responsible for any errors or omissions on this map.	
Legend Plaquemines parish boundary Zoning Residential General Commercial Heavy Industrial Industrial Park Light Industrial Medical Services Medium Industrial Park Multiple Family Neighborhood Commercial Office of City Rural Single Family Two Family	0 200 400 600 Feet 2

51 From said Point of Beginning, continue thence northwesterly, on said line of
52 Louisiana Highway No. 23 and on the aforesaid curve, an arc distance of 26.82 feet
53 to a point of tangency;

54 Thence North 50 degrees 55 minutes 16 seconds West, on said line of Louisiana
55 Highway No. 23, a distance of 142.85 feet to the line common to Lots 46 and 45,
56 Pointe Celeste Farms Subdivision;

57 Thence North 20 degrees 14 minutes 23 seconds East, on said common line, a
58 distance of 1, 580 feet, more or less, to the mean low water line of the Mississippi
59 River;

60 Thence southeasterly, on the meander of the mean low water line of the Mississippi
61 River, a distance of 410 feet, more or less, to the intersection of said mean low
62 water line with the line common to Lots 46 and 47, Pointe Celeste Farms
63 Subdivision, and bearing North 8 degrees 50 minutes 39 seconds East from the
64 aforesaid Point of Beginning;

65 Thence South 28 degrees 50 minutes 39 seconds West, on the said line common to
66 Lots 46 and 47, Pointe Celeste Farms Subdivision, a distance of 1,530 feet, more
67 or less, to the northeasterly right of way line of Louisiana Highway NO. 23 and the
68 Point of Beginning.

69 All as more fully shown on survey by Dufrene & Engineering, Inc., dated
70 November 22, 1999, an original of which is attached to Cash Sale recorded as File
71 Number 1999-00000136, Boo 959, Page 582.

72 The improvements hereon bear the Municipal No. 21701 Highway 23, Port
73 Sulphur, Louisiana.

74 **Lot 48**

75 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the
76 right having a radius of 11, 349.16 feet, an arc distance of 265.24 feet to the
77 southerly-most corner of Lot 48 and the Point of Beginning;

78 From said Point of Beginning, continue thence northwesterly, on said line of
79 Louisiana Highway No. 23, on the aforesaid curve, an arc distance of 50 feet to the
80 line common to Lots 48 and 47, Pointe Celeste Farms Subdivision;

81 Thence North 37 degrees 47 minutes 53 seconds East, on said common line, a
82 distance of 1,520 feet, more or less, to the mean low water line of the Mississippi
83 River;

84 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the
85 right having a radius of 11,349.16 feet, an arc distance of 265.24 feet to the
86 southerly-most corner of Lot 48 and the Point of Beginning;

87 From Said Point of Beginning, continue thence northwesterly, on said line of
88 Louisiana Highway No. 23, on the aforesaid curve, an arc distance of 50 feet to the
89 line common to Lots 48 and 47, Pointe Celeste Farms Subdivision;

90 Thence North 37 degrees 47 minutes 53 seconds East, on said common line, a
91 distance of 1,520 feet, more or less, to the mean low water line of the Mississippi
92 River;

93 Thence southeasterly, on the meander of the mean low water line of the Mississippi
94 River, a distance of 550 feet, more ore less, to the intersection of said mean low
95 water line with the southeasterly or lower boundary of Pointe Celeste Farms
96 Subdivision, which boundary line bears North 37 degrees 47 minutes 53 seconds
97 East from the aforesaid intersection at Louisiana Plane Coordinate System (NAD
98 '83) coordinates X=3,757,921.74 and Y=397,825.99;

99 Thence South 37 degrees 47 minutes 53 seconds West on said lower line of Point
100 Celeste Farms Subdivision, a distance of 1,040 feet, more or less, to the easterly-
101 most corner of Lot 49, Point Celeste Farms Subdivision, which corner lies 484 feet
102 from the aforesaid coordinates, on a line bearing North 37 degrees 47 minutes 53
103 seconds Bast from said coordinates;

104 Thence North 53 degrees 11 minutes 07 seconds West, on the river-side line of Lot
105 49, Pointe Celeste Farms Subdivision, a distance of 500 feet to the northerly-most
106 corner of said Lot 49;

107 Thence South 37 degrees 47 minutes 53 seconds West, on the upper or
108 northwesterly line of Lot 49 aforesaid, a distance of 483.69 feet to the northeasterly
109 right of way line of Louisiana Highway No. 23 and the Point of Beginning.

110 The improvements thereon bear the Municipal No. 21741 Highway 23, Port
111 Sulphur, Louisiana.

112 Being the same property acquired by Sharolyn Thiel Davis by Judgement of
113 Possession in the Succession of Richard Allen Davis, Sr., 25th Judicial District
114 Court for the Parish of Plaquemines, State of Louisiana, Proceedings No. 67742,
115 filed in the conveyance records on November 10, 2022 at File Number; 2022-
116 00004304, COB 1459, Page 484.

117 SECTION 2

118 The Secretary of this Council is hereby authorized and directed to immediately certify and release
119 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
120 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.
121



**PLAQUEMINES PARISH
ZONING ORDINANCE AMENDMENT FORM
MAP CHANGE**

ZONING MAP CHANGE ID 2025-570

FEE 900⁰⁰

FILING DATE 3.14.25
District 7

RECEIPT NO. 45793-2

C DISTRICT
Lee D. Mclean, IV, as Manager of Venice Blue Crab

NAME	Partnership, represented herein by Plaquemines Port, Harbor	OWNERSHIP %	100
ADDRESS	and Terminal District	LOT NO.	46 and 48
	8056 Hwy. 23, Third Floor		
CITY, ST, ZIP	Belle Chasse, Louisiana 70037		
PHONE NO.	(504) 682-7920	PHONE EXT	N/A

REQUESTED MAP CHANGE:

Flood Plain (FP)

TO

Heavy Industrial (I-3)

(EXISTING CLASSIFICATION)

(PROPOSED CLASSIFICATION)

LOCATION AND DESCRIPTION OF PROPERTY FOR CHANGE OF ZONING CLASSIFICATION:

See attached Exhibit A, which contains the legal descriptions of each lot.

GIVE REASONS FOR REQUEST:

Land Development

(ATTACH ADDITIONAL SHEET OR USE REVERSE OF THIS PAGE IF ADDITIONAL SPACE IS NEEDED)

NOTE: ATTACH FIVE (5) MAPS, DRAWN TO SCALE, SHOWING THE LOCATION, MEASUREMENTS AND OWNERSHIP OF ALL PROPERTY PROPOSED FOR A CHANGE IN ZONING CLASSIFICATION.

LIST OF ADJACENT PROPERTY OWNERS AND ADDRESSES:
(MUST INCLUDE PROPERTY ACROSS THE STREET OR HIGHWAY)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS 8056 Hwy. 23, Third Floor
Belle Chasse, LA 70037
(Lot 45)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot 47)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot 49)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Tract G)

NAME Woodland Property Dev, LLC
ADDRESS 147 Keating Drive
Belle Chasse, LA 70037

NAME Woodland Plantation, LLC
ADDRESS 21997 Highway 23
Port Sulphur, LA 70083

NAME Woodland Plaza Group, LLC
ADDRESS 8220 Highway 23
Belle Chasse, LA 70037

NAME _____
ADDRESS _____

NAME, ADDRESS & SIGNATURE OF APPLICANT(S)
INCLUDE PERCENTAGE OF OWNERSHIP OR LOT NO.

NAME Plaquemines Port Harbor and Terminal District

ADDRESS 8056 Hwy. 23, Third Floor Belle Chasse LA 70037

PHONE NO. (504) 682-7920

SIGNATURE *[Signature]*

PERCENT OWNERSHIP/ LOT NO. _____

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

PERCENT OWNERSHIP/ LOT NO. _____

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

PERCENT OWNERSHIP/ LOT NO. _____

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED THE PERSON(S) WHOSE SIGNATURES ARE AFFIXED ABOVE, ALL OF THE FULL AGE OF MAJORITY, WHO DECLARED UNDER OATH TO ME, NOTARY, THAT THEY ARE THE OWNERS OR AUTHORIZED AGENT OF ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND LOCATED AS SET FORTH BESIDE THEIR RESPECTIVE SIGNATURES, AND THAT THEY KNOW OF THEIR OWN PERSONAL KNOWLEDGE THAT THE ABOVE PETITIONERS ARE THE OWNERS OF AT LEAST FIFTY (50%) PERCENT OF THE AREA DESCRIBED ABOVE FOR WHICH A ZONING CHANGE IS REQUESTED, AND THAT THEIR SIGNATURES WERE EXECUTED FREELY AND VOLUNTARILY AND THAT THEY ARE DULY QUALIFIED TO SIGN.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 12th DAY OF March, 2025

[Signature]
NOTARY PUBLIC



LAUREN BIANCA MCKNIGHT
Notary Public
Notary ID No. 143962
Caddo Parish, Louisiana

My commission expires at my death.

RESOLUTION NO. 25-6

On motion of Council Member Champagne, seconded by Council Member Schulz, and on roll call all members present and voting "YES", except Council Member Guey who was "ABSENT" and Council Member LaFrance who voted "NO", the following Resolution was adopted:

A Resolution to petition and authorize the application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain District to Heavy Industrial (I-3) District; and otherwise to provide with respect thereto.

NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the petition and filing of an application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance, specifically Section XII, to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain (FP) District to Heavy Industrial (I-3) District.

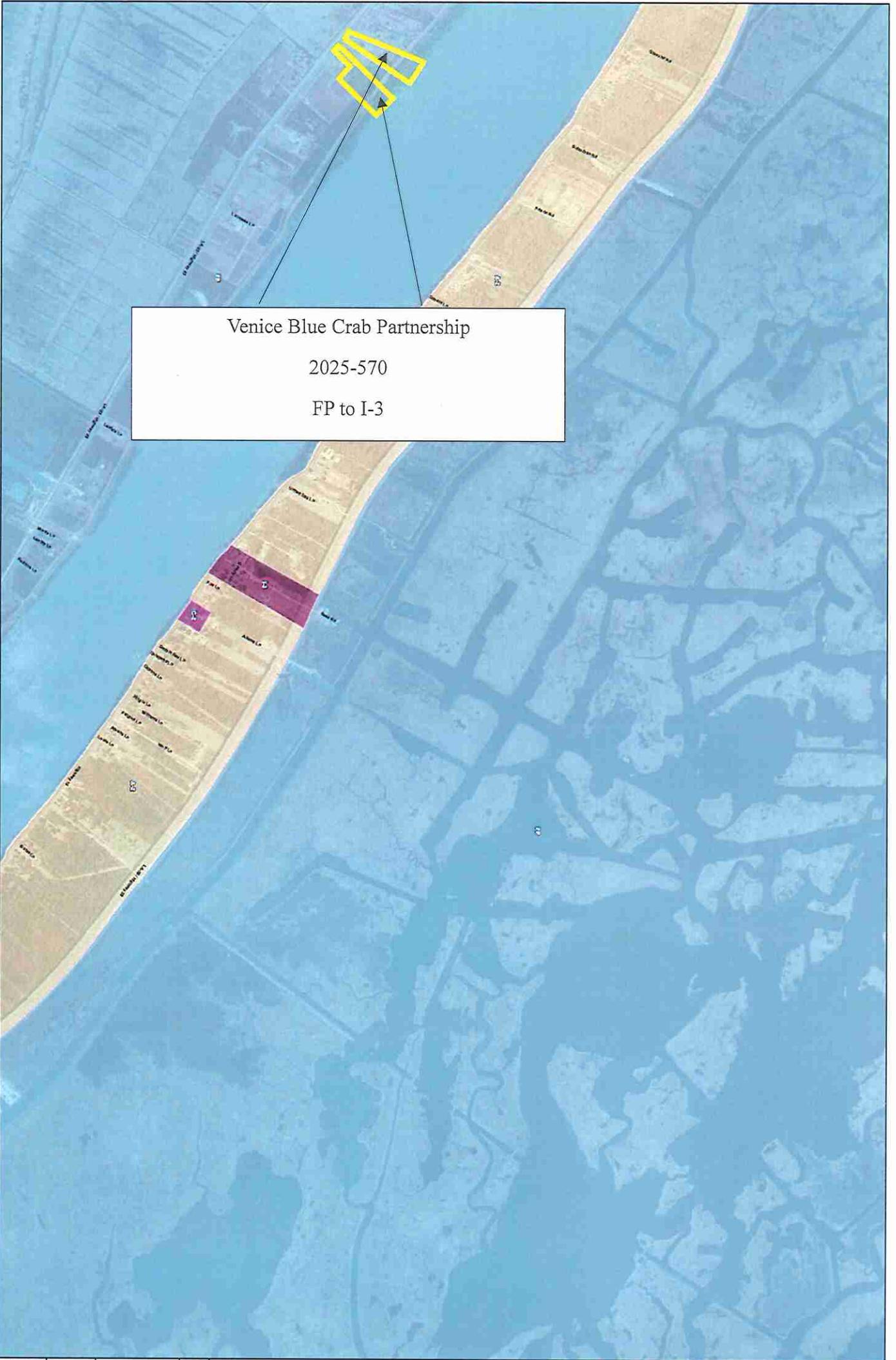
BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Secretary of this Council is hereby authorized and directed to immediately certify and release this Resolution and that Parish employees and officials are authorized to carry out the purposes of this Resolution, both without further reading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

I hereby certify the above and foregoing to be a true and correct copy of a Resolution adopted at a meeting held by the Plaquemines Parish Council in the Belle Chasse Council Building Chambers, 333 F. Edward Hebert Blvd., Bldg. 203, Belle Chasse, Louisiana, on Thursday, January 9, 2025.

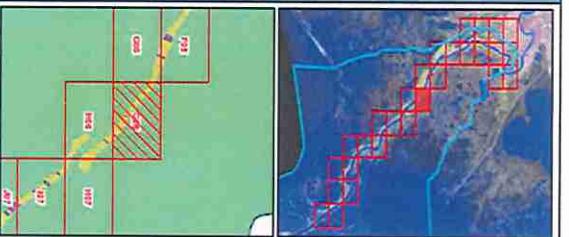
Asst. Secretary



Venice Blue Crab Partnership
2025-570
FP to I-3



Venice Blue Crab Partnership
 2025-570
 FP to I-3



2

0 200 400 600 Feet

Legend

- Interjurisdictional Parish Boundary
- Zoning**
- Residential
- General Commercial
- Heavy Industrial
- Voluntary Park
- Light Industrial
- Medium Density Residential
- Medium Density Residential
- Single-Family
- Single-Family
- Single-Family
- Single-Family
- Water
- Water
- Water

NOTES

1. The map is based on the latest available data from the Louisiana Department of Transportation and Development (DOTD) and the Louisiana Department of Natural Resources (DNR).

2. The map is based on the latest available data from the Louisiana Department of Transportation and Development (DOTD) and the Louisiana Department of Natural Resources (DNR).

3. The map is based on the latest available data from the Louisiana Department of Transportation and Development (DOTD) and the Louisiana Department of Natural Resources (DNR).



LAOUISE PARISH GOVERNMENT
 1017 N. LAOUISE
 Lake Charles, LA 70508
 (337) 326-4500

ZONING MAP RECONSTRUCTION PROJECT
 ZONING MAP

CK ASSOCIATES, INC.
 1017 N. LAOUISE
 Lake Charles, LA 70508
 (337) 326-4500
 SHEET 006

Exhibit A

Legal Descriptions

Lot 50A

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as Point Celeste Farms Subdivision, Phase 2, designated as Lot 50-A on a plan of resubdivision by Tildon J. Dufrene (Dufrene Surveying and Engineering, Inc.), dated August 25, 2003, approved by Plaquemines Parish Council Ordinance No. 03-262, registered in COB 1059 folio 508, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said Lot 50-A is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the Point of Beginning of the herein described Lot 50-A and is the northerly-most corner of said Lot 50-A and the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X=3,748,095.61 feet and Y=403,369.88 feet), proceed thence South 23 degrees 36 minutes 50 seconds West, on the upper or northwesterly line of Lot 50-A and said subdivision, a distance of 1,557.90 feet to the westerly-most corner of said Lot 50-A and said subdivision (which westerly-most corner bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X=3,747,471.58 feet and Y=401,942.49 feet);

Thence South 66 degrees 51 minutes 59 seconds East, on the rear line of said Lot 50-A, a distance of 175.62 feet to the upper line of Lot 50-B;

Thence North 25 degrees 15 minutes 38 seconds East, on the line common to Lots 50-A and 50-B, a distance of 1,616.41 feet to the southerly right of way line of Louisiana Highway No. 23;

Thence westerly or northwesterly on said line of Louisiana Highway No. 23, on a curve to the left having a radius of 3,364.06 feet, an arc distanced of 210.27 feet to a point of tangency;

Thence North 82 degrees 58 minutes 46 seconds West, on said line of Louisiana Highway No. 23, a distance of 19.63 feet to the Point of Beginning.

Lot 50B

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as Point Celeste Farms Subdivision, Phase 2, designated as Lot 50-B on a plan of resubdivision by Tildon J. Dufrene (Dufrene Surveying and Engineering, Inc.), dated August 25, 2003, approved by Plaquemines Parish Council Ordinance No. 03-262, registered in COB 1059 folio 508, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said Lot 50-B is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X= 3,748,095.61 feet and Y= 403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on the southerly line of Louisiana Highway No 23, a distance of 19.63 feet to a point of curvature;

Thence southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 210.27 feet to the northwesterly corner of Lot 50-B and the Point of Beginning.

From said Point of Beginning, continue thence southeasterly, on said line of Louisiana Highway No. 23, on the aforesaid curve to the right, an arc distance of 229.89 feet to the northeasterly corner of Lot 50-B;

Thence South 25 degrees 15 minutes 38 seconds West, on the lower or southeasterly line of Lot 50-B, a distance of 1,858.62 feet to the southeasterly corner of said Lot 50-B;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of said Lot 50-B, a distance of 224.38 feet to the upper or northwesterly line of Lot 50-B;

Thence North 25 degrees 15 minutes 38 seconds East, on the line common to Lots 50-A and 50-B, a distance of 1,616.41 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Improvements thereon bear the Municipal Number: 20916 Highway 23, Port Sulphur, LA 70083

Lot 51

A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Plaquemines, designated as LOT 51 of POINT CELESTE FARMS SUBDIVISION, PHASE 2, on that certain plan of subdivision by Dufrene Surveying & Engineering, Inc., dated September 8, 2000, approved by the Plaquemines Parish Council under Ordinance No. 00-258, filed at COB 989, folio 758 on December 13, 2000. According to said survey, LOT 51 measures 248.00 feet front on Louisiana Highway 23, 293.78 feet in the rear, by a depth of 1,658.62 feet along the sideline separating Lot 51 from Lot 50, and a depth of 1,685.62 feet along the sideline separating Lot 51 from Lot 52.

Lot 52A

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as Pointe Celeste Farms Subdivision, Phase 2, designated as Lot 52-A on a plan of resubdivision by Tildon J. Dufrene (Dufrene Surveying & Engineering, Inc.), dated January 6, 2004, approved by Plaquemines Parish Council Ordinance No. 04-146, registered in COB 1073,

Folio 775, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plat, said Lot 52-A is located and measures as follows:

Commencing at the point of intersection of the Southerly right of way line of Louisiana Highway No. 23 and the upper or Northwesterly boundary of Pointe Celeste Farms Subdivision, Phase 2, which point of intersection is the Northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinated X=3,748,095.61 feet and Y=403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on the Southerly line of Louisiana Highway No. 23, distance of 19.63 feet to a point of curvature;

Thence Southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.04 feet, an arc distance of 688.16 feet to the Northwesterly corner of Lot 52-A and the Point of Beginning.

From said Point of Beginning, continue thence Southeasterly, on said line of Louisiana Highway No. 23, on the aforesaid curve to the right, an arc distance of 170.00 feet to the Northwesterly corner of Lot 52-B;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 52-A and 52-B, a distance of 1,694.36 feet to the Southeasterly corner of said Lot 52-A;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of said Lot 52-A, a distance of 169.68 feet to the Southeasterly corner of Lot 51;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 52-A and 51, a distance of 1,685.62 feet to the Southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Which has the address of 20928 Highway 23 A/K/A Lot 52A, Port Sulphur, LA 70083

Lot 52B

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as POINTE CELESTE FARMS SUBDIVISION, PHASE 2, designated as LOT 52-B on a plan of resubdivision by Tildon J, Dufrene (Dufrene Surveying & Engineering, Inc.), dated January 6, 2004, approved by Plaquemines Parish Council Ordinance No. 04-146, registered in COB 1073 folio 775, Conveyance Records of Plaquemines Parish, Louisiana, And according to said plan, said LOT 52-B is located and measures as follows:

Commencing at the point of intersection of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Pointe Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X=3,748,095.61 feet and Y=403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on the southerly line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 858.16 feet to the northwesterly corner of Lot 52-B and the Point of Beginning.

From said Point of Beginning, continue thence southeasterly, on said line of Louisiana Highway No. 23, on the aforesaid curve to the right, an arc distance of 46.76 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second east, on said line of Louisiana Highway No. 23, a distance of 151.53 feet to the northwesterly corner of Lot 53;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 52-B and 53, a distance of 1,697.11 feet to the southeasterly corner of said Lot 52-B;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of said Lot 52-B, a distance of 198.25 feet to the southeasterly corner of Lot 52-A;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 52-A and 52-B, a distance of 1,694.36 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning,

The improvements thereon bear the Municipal No. 20936 Highway 23, Port Sulphur, LA 70083.

Lot 53

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, PHASE 2, designated as LOT 54 on a plan of subdivision by Tildon J. Dufrene (Dufrene Surveying & Engineering, Inc.), dated September 8, 2000, approved by Plaquemines Parish Council Ordinance No. 00-258, registered in COB 989 folio 758, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said LOT 54 is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAO '83) Coordinates X= 3,748,095.61 feet and Y= 403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on said line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence continue southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 491.53 feet to the northwesterly or northerly-most corner of Lot 54 and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 369 feet to the northwesterly or northerly-most corner of Lot 55;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 54 and 55, a distance of 1,705.78 feet to the rear or southwesterly line of Lot 54;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of Lot 54, a distance of 368.93 feet to the southerly or southeasterly-most corner of Lot 53;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 53 and 54, a distance of 1,701.27 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Lot 54

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, PHASE 2, designated as LOT 54 on a plan of subdivision by Tildon J. Dufrene (Dufrene Surveying & Engineering, Inc.), dated September 8, 2000, approved by Plaquemines Parish Council Ordinance No. 00-258, registered in COB 989 folio 758, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said LOT 54 is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAO '83) Coordinates X= 3,748,095.61 feet and Y= 403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on said line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence continue southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 491.53 feet to the northwesterly or northerly-most corner of Lot 54 and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 369 feet to the northwesterly or northerly-most corner of Lot 55;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 54 and 55, a distance of 1,705.78 feet to the rear or southwesterly line of Lot 54;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of Lot 54, a distance of 368.93 feet to the southerly or southeasterly-most corner of Lot 53;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 53 and 54, a distance of 1,701.27 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Lot 57A

A Certain Lot of Ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as Point Celeste Farms Subdivision, Phase 2, designated as Lot 57-A on a plan of resubdivision by Tildon I. Dufrene (Dufrene Surveying and Engineering, Inc.), dated January 6, 2004, approved by Plaquemines Parish Council Ordinance No. 04-82, registered in COB 1067 folio 603, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said Lot 57-A is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X.= 3,748,095.61 feet and Y= 403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on the southerly line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 1609.53 feet to the northwesterly or northerly-most corner of Lot 57-A and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 190.00 feet to the northwesterly corner of Lot 57-B;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 57-A and 57-B, a distance of 1,717.26 feet to the rear line of said Lot 57-A;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of said Lot 57-A, a distance of 189.97 feet to the southeasterly or southerly-most corner of Lot 56-B;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 57-A and 56-B, a distance of 1,714.94 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Lot 58A

A Certain Lot of Ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof

known as Point Celeste Farms Subdivision, Phase 2, designated as Lot 57-A on a plan of resubdivision by Tildon I. Dufrene (Dufrene Surveying and Engineering, Inc.), dated January 6, 2004, approved by Plaquemines Parish Council Ordinance No. 04-82, registered in COB 1067 folio 603, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said Lot 57-A is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X.= 3,748,095.61 feet and Y= 403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on the southerly line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 1609.53 feet to the northwesterly or northerly-most corner of Lot 57-A and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 190.00 feet to the northwesterly corner of Lot 57-B;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 57-A and 57-B, a distance of 1,717.26 feet to the rear line of said Lot 57-A;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of said Lot 57-A, a distance of 189.97 feet to the southeasterly or southerly-most corner of Lot 56-B;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 57-A and 56-B, a distance of 1,714.94 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Lot 59

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, PHASE 2, designated as LOT 59 on a plan of subdivision by Tildon J. Dufrene (Dufrene Surveying & Engineering, Inc.), dated September 8, 2000, approved by Plaquemines Parish Council Ordinance No. 00-258, registered in COB 989 folio 758, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said LOT 59 is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears

Louisiana State Plane Coordinate System (NAD '83) Coordinates X=3,748,095.61 feet and Y=403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on said line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence continue southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 2,424.53 feet to the northwesterly or northerly-most corner of Lot 59 and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 390 feet to the northeasterly corner of Lot 59;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 59 and 60, a distance of 1,729.68 feet to the rear or southwesterly line of Lot 59;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of Lot 59, a distance of 389.93 feet to the southwesterly corner of Lot 59;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 58 and 59, a distance of 1,724.91 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Lot 60A

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as Point Celeste Farms Subdivision, Phase 2, designated as Lot 60-A on a plan of resubdivision by Tildon J. Dufrene (Dufrene Surveying and Engineering, Inc.), dated November 3, 2004, approved by Plaquemines Parish Council Ordinance No. 05-5, registered in COB 1086 folio 492, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said LOT 60-A is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision (and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X= 3,748,095.61 feet and Y= 403,369.88 feet), proceed thence South 82 degrees 58 minutes 46 seconds East, on the southerly line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 2814.53 feet to the northwesterly or northerly-most corner of Lot 60-A and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 190.00 feet to the northwesterly corner of Lot 60-B;

Thence South 23 degrees 36 minutes 50 seconds West, on the line common to Lots 60-A and 60-B, a distance of 1,732.00 feet to the rear line of said Lot 60-A;

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of said Lot 60-A. a distance of 189.97 feet to the southeasterly or southerly-most corner of Lot 59;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 60-A and 59, a distance of 1,729.68 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Lot 61

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in that part thereof known as POINT CELESTE FARMS SUBDIVISION, PHASE 2, all as per plan of subdivision by Tildon J. Dufrene (Dufrene Surveying & Engineering, Inc.), dated September 8, 2000, approved by Plaquemines Parish Council Ordinance No. 00-258, registered in COB 989 folio 758, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said lot is designated as LOT 61 and is located and measures as follows:

Commencing at the point of intersection of the southerly right of way line of Louisiana Highway No. 23 and the upper or northwesterly boundary of Point Celeste Farms Subdivision, Phase 2, which point of intersection is the northerly-most corner of said subdivision [and which point bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X= 3,748,095.61 feet and Y= 403,369.88 feet], proceed thence South 82 degrees 58 minutes 46 seconds East, on said line of Louisiana Highway No. 23, a distance of 19.63 feet to a point of curvature;

Thence continue southeasterly, on said line of Louisiana Highway No. 23, on a curve to the right having a radius of 3,364.06 feet, an arc distance of 904.92 feet to a point of tangency;

Thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 3,224.53 feet to the northwesterly or northerly-most corner of Lot 61 and the Point of Beginning.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 385 feet to the northeasterly corner of Lot 61 [which northeasterly corner bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X= 3,752,324.06 feet and Y= 401,760.78 feet;

Thence South 23 degrees 36 minutes 50 seconds West, on the lower or easterly line of Lot 61, a distance of 1,739.40 feet to the rear or southerly-most corner of Lot 61 and the southerly-most corner of said subdivision [which southerly-most corner bears Louisiana State Plane Coordinate System (NAD '83) Coordinates X= 3,751,627.31 feet and Y= 400,167.03 feet];

Thence North 66 degrees 51 minutes 59 seconds West, on the rear line of Lot 61, a distance of 384.93 feet to the southerly or southeasterly-most corner of Lot 60-B;

Thence North 23 degrees 36 minutes 50 seconds East, on the line common to Lots 60-B and 61, a distance of 1,734.69 feet to the southerly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Tract B-1

A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Plaquemines, State of Louisiana, in Section 18 of Township 17 South, Range 26 East, in POINTE CELESTE PLANTATION, designated as TRACT B-1 on a plan of resubdivision by Hugh McCurdy III, dated August 15, 2006, approved by Plaquemines Parish Council Ordinance registered in COB 1130 folio 359, Conveyance Records of Plaquemines Parish, Louisiana. And according to said plan, said Tract B-1 is located and measures as follows:

Commencing at a point on the southeasterly right of way line of Louisiana Highway No. 23 bearing State Plane Coordinates (Louisiana South Zone 1983) X=3,752,324.06 and Y=401,760.78, proceed thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 60.01 feet to the Point of Beginning of said Tract B-1.

From said Point of Beginning, continue thence South 67 degrees 34 minutes 01 second East, on said line of Louisiana Highway No. 23, a distance of 155.16 feet;

Thence South 22 degrees 08 minutes 19 seconds West, a distance of 175.00 feet;

Thence North 67 degrees 34 minutes 01 second West, a distance of 159.68 feet;

Thence North 23 degrees 36 minutes 50 seconds East, a distance of 175.39 feet to the southwesterly right of way line of Louisiana Highway No. 23 and the Point of Beginning.

Said Tract B-1 is shown to contain 0.6338 acre.



**PLAQUEMINES PARISH
ZONING ORDINANCE AMENDMENT FORM
MAP CHANGE**

ZONING MAP CHANGE ID 2025-568

FEE N/C

FILING DATE 2-20-25

RECEIPT NO. _____

C DISTRICT District 7

NAME	Plaquemines Port, Harbor and Terminal District	OWNERSHIP %	100
ADDRESS	8056 Hwy. 23, Third Floor	LOT NO.	50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1
CITY, ST, ZIP	Belle Chasse, Louisiana 70037		
PHONE NO.	(504) 682-7920	PHONE EXT	N/A

REQUESTED MAP CHANGE:

Flood Plain (FP)

TO

Heavy Industrial (I-3)

(EXISTING CLASSIFICATION)

(PROPOSED CLASSIFICATION)

LOCATION AND DESCRIPTION OF PROPERTY FOR CHANGE OF ZONING CLASSIFICATION:

See attached Exhibit A, which contains the legal descriptions of each.

GIVE REASONS FOR REQUEST:

Land Development

(ATTACH ADDITIONAL SHEET OR USE REVERSE OF THIS PAGE IF ADDITIONAL SPACE IS NEEDED)

NOTE: ATTACH FIVE (5) MAPS, DRAWN TO SCALE, SHOWING THE LOCATION, MEASUREMENTS AND OWNERSHIP OF ALL PROPERTY PROPOSED FOR A CHANGE IN ZONING CLASSIFICATION.

LIST OF ADJACENT PROPERTY OWNERS AND ADDRESSES:
(MUST INCLUDE PROPERTY ACROSS THE STREET OR HIGHWAY)

NAME Belle Chasse Marine Transportation, Inc.
ADDRESS P. O. Box 10890
Jefferson, LA 70181-0890
(Lot B-2)

Venice Blue Crab Partnership
5960 Memphis Street
New Orleans, LA 70124
(Lots 46 and 48)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot G) + (Lot 49)

Tuan Q. Nguyen
707 Jump Basin Road
Venice, LA 70091
(Lots 55 and 56)

NAME Larry T. Est and Celeste D. Ancar
ADDRESS 13231 Hwy. 23
Belle Chasse, LA 70037
(Lot 7)

NAME Galliano Marine Service LLC
ADDRESS 16201 E. Main Street
Cutoff, LA 70345
(Lots 9 and 10)

NAME Bolsu PCF LLC
ADDRESS 880 Lawrence Road, Suite 188
Kemah, TX 77565
(Lot 18)

NAME Amanda Adolph
ADDRESS P. O. Box 213
Venice, LA 70091-0213
(Lot 32)

NAME James Richard Sr. and Shelia B. McGuire
ADDRESS 21481 Hwy. 23
Port Sulphur, LA 70083
(Lots 35 and 36)

NAME Frank J. Jr. and Dale G. Adolph
ADDRESS P. O. Box 213
Venice, LA 70091-0213
(Lot 44)

NAME, ADDRESS & SIGNATURE OF APPLICANT(S)
INCLUDE PERCENTAGE OF OWNERSHIP OR LOT NO.

NAME Plaquemines Port Harbor and Terminal District
ADDRESS 8056 Hwy. 23 Third Floor Belle Chasse LA 70037
PHONE NO. (504) 682-7920
SIGNATURE [Signature]
PERCENT OWNERSHIP/ LOT NO. 100%

NAME _____
ADDRESS _____
PHONE NO. _____
SIGNATURE _____
PERCENT OWNERSHIP/ LOT NO. _____

NAME _____
ADDRESS _____
PHONE NO. _____
SIGNATURE _____
PERCENT OWNERSHIP/ LOT NO. _____

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED THE PERSON(S) WHOSE SIGNATURES ARE AFFIXED ABOVE, ALL OF THE FULL AGE OF MAJORITY, WHO DECLARED UNDER OATH TO ME, NOTARY, THAT THEY ARE THE OWNERS OR AUTHORIZED AGENT OF ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND LOCATED AS SET FORTH BESIDE THEIR RESPECTIVE SIGNATURES, AND THAT THEY KNOW OF THEIR OWN PERSONAL KNOWLEDGE THAT THE ABOVE PETITIONERS ARE THE OWNERS OF AT LEAST FIFTY (50%) PERCENT OF THE AREA DESCRIBED ABOVE FOR WHICH A ZONING CHANGE IS REQUESTED, AND THAT THEIR SIGNATURES WERE EXECUTED FREELY AND VOLUNTARILY AND THAT THEY ARE DULY QUALIFIED TO SIGN.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 15th DAY OF March, 2025

[Signature]
NOTARY PUBLIC



LAUREN BIANCA MCKNIGH
Notary Public
Notary ID No. 143962
Caddo Parish, Louisiana

my commission expires at my death.

RESOLUTION NO. 25-6

On motion of Council Member Champagne, seconded by Council Member Schulz, and on roll call all members present and voting "YES", except Council Member Guey who was "ABSENT" and Council Member LaFrance who voted "NO", the following Resolution was adopted:

A Resolution to petition and authorize the application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain District to Heavy Industrial (I-3) District; and otherwise to provide with respect thereto.

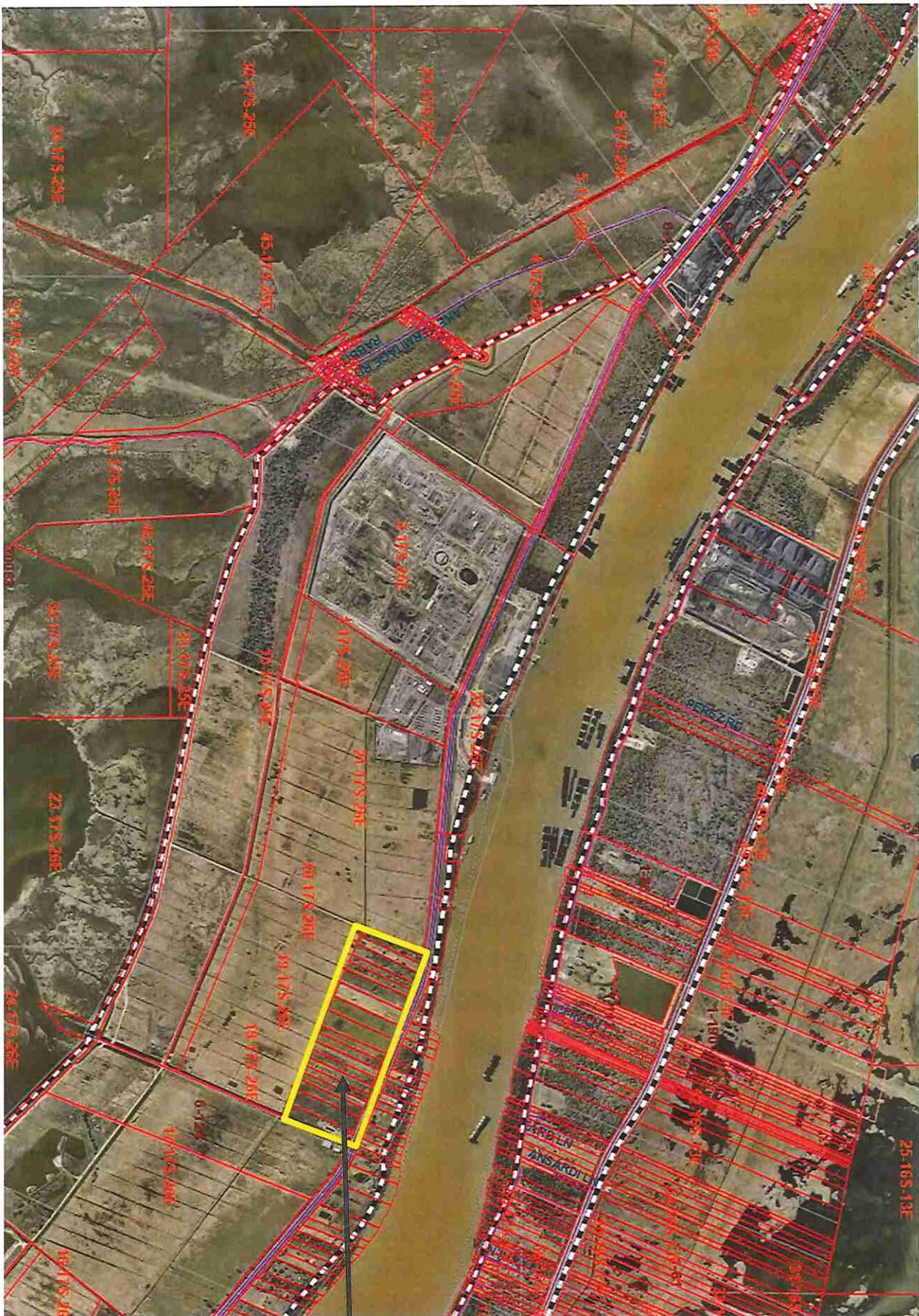
NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the petition and filing of an application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance, specifically Section XII, to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain (FP) District to Heavy Industrial (I-3) District.

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

I hereby certify the above and foregoing to be a true and correct copy of a Resolution adopted at a meeting held by the Plaquemines Parish Council in the Belle Chasse Council Building Chambers, 333 F. Edward Hebert Blvd., Bldg. 203, Belle Chasse, Louisiana, on Thursday, January 9, 2025.

Asst. Secretary

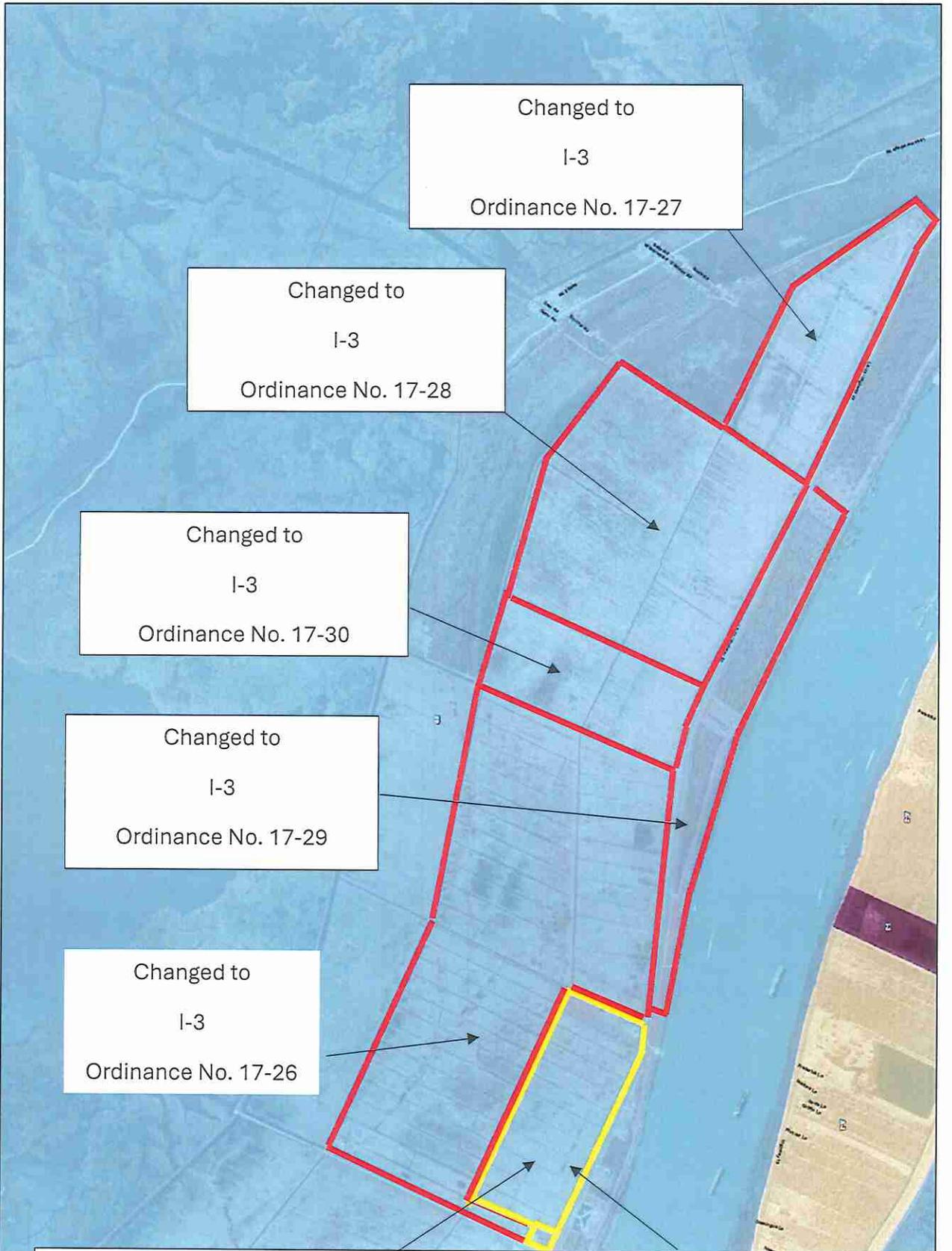


Plaquemines Port Harbor Terminal District

2025-568

FP to I-3

*****This map represents the current zoning for Lots 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61******

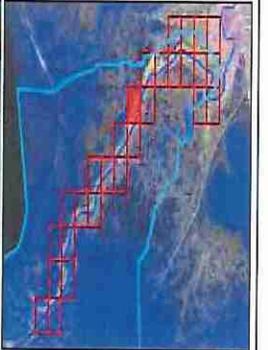


Plaquemines Port Harbor Terminal District

2025-568

FP to I-3

***** This map represents the current zoning for Lots 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61*****

	<p>PLAQUEMINES PARISH ZONING MAP RECONSTRUCTION PROJECT</p> <p>100 Avenue G Breaux, Louisiana, LA 70007 (504) 833-1100</p>	<p>PLAQUEMINES PARISH GOVERNMENT</p> <p>100 Avenue G Breaux, Louisiana, LA 70007 (504) 833-1100</p>	<p>NOTES</p> <p>1. This map is a reconstruction of the Plaquemines Parish Zoning Ordinance as of 12/31/2024. It is not intended to be used for legal purposes. For more information, please contact the Planning and Zoning Department at (504) 833-1100.</p>	<p>Legend</p> <p>Plaquemines Parish Boundary</p> <p>ZONING</p> <ul style="list-style-type: none"> Residential General Commercial Heavy Industrial Specialty Park Light Industrial Medical Service Medium Density Park Medium Density Residential Right of Way Rural District Priority Tree Study 	<p>0 200 400 600 Feet</p> <p>2</p>	

52 Thence North 70 degrees 12 minutes 40 seconds West, on said line of Louisiana
53 Highway No. 23, a distance of 48.37 feet;

54 Thence North 50 degrees 37 minutes 21 seconds West, on said line of Louisiana
55 Highway No. 23, a distance of 359.70 feet;

56 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana
57 Highway No. 23, a distance of 248.05 feet;

58 Thence North 31 degrees 05 minutes 32 seconds West, on said line of Louisiana
59 Highway No. 23, a distance of 48.43 feet;

60 Thence North 50 degrees 22 minutes 56 seconds West, on said line of Louisiana
61 Highway No. 23, a distance of 2, 856.38 feet to a point of curvature;

62 Thence northwesterly, on said line of Louisiana Highway No. 23, on a curve to the
63 left having a radius of 3, 124.48 feet, an arc distance of 937.13 feet to a point of
64 tangency;

65 Thence North 67 degrees 34 minutes 01 second West, on said line of Louisiana
66 Highway No. 23, a distance of 2, 156.34 feet to the southeasterly or southerly-most
67 corner of Lot 7 and the Point of Beginning

68 From said Point of Beginning, continue thence North 67 degrees 34 minutes 01
69 West, on said line of Louisiana Highway No. 23, a distance of 200 feet to the line
70 common to Lots 7 and 6, Point Celeste Farms Subdivision;

71 Thence North 22 degrees 25 minutes 59 seconds East, on said common line, a
72 distance of 880 feet, more or less, to the mean low water line of the Mississippi
73 River’

74 Thence southeasterly, on the meander of the mean low water line of the Mississippi
75 River, a distance of 200 feet, more or less, to the intersection of said mean low
76 water line with the line common to Lots 7 and 8, Point Celeste Farms Subdivision,
77 and bearing North 22 degrees 25 minutes 59 seconds East from the aforesaid Point
78 of Beginning;

79 Thence South 22 degrees 25 minutes 59 seconds West, on the said line common to
80 Lots 7 and 8, Point Celeste Farms Subdivision, a distance of 890 feet, more or less,
81 to the northeasterly right of way line off Louisiana Highway way No. 23 and the
82 Point of Beginning.

83 SECTION 2

84 The Secretary of this Council is hereby authorized and directed to immediately certify and release
85 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
86 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.
87
88



**PLAQUEMINES PARISH
ZONING ORDINANCE AMENDMENT FORM
MAP CHANGE**

ZONING MAP CHANGE ID 2025-569

FEE 900⁰⁰

FILING DATE 3.14.25

RECEIPT NO. 45795-2

C DISTRICT District 9

NAME	Celeste D. Ancar, represented herein by Plaquemines Port,	OWNERSHIP %	100
ADDRESS	Harbor and Terminal District	LOT NO.	7
	8056 Hwy. 23, Third Floor		
CITY, ST, ZIP	Belle Chasse, Louisiana 70037		
PHONE NO.	(504) 682-7920	PHONE EXT	N/A

REQUESTED MAP CHANGE:

Flood Plain (FP) TO Heavy Industrial (I-3)
(EXISTING CLASSIFICATION) (PROPOSED CLASSIFICATION)

LOCATION AND DESCRIPTION OF PROPERTY FOR CHANGE OF ZONING CLASSIFICATION:

See attached Exhibit A, which contains the legal descriptions of each lot.

GIVE REASONS FOR REQUEST:

Land Development

(ATTACH ADDITIONAL SHEET OR USE REVERSE OF THIS PAGE IF ADDITIONAL SPACE IS NEEDED)
 NOTE: ATTACH FIVE (5) MAPS, DRAWN TO SCALE, SHOWING THE LOCATION, MEASUREMENTS AND OWNERSHIP OF ALL PROPERTY PROPOSED FOR A CHANGE IN ZONING CLASSIFICATION.

LIST OF ADJACENT PROPERTY OWNERS AND ADDRESSES:
(MUST INCLUDE PROPERTY ACROSS THE STREET OR HIGHWAY)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot 6)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS 8056 Hwy. 23, Third Floor
Belle Chasse, LA 70037
(Lot 8)

NAME Plaquemines Port Harbor and Terminal District
ADDRESS P. O. Box 547
Belle Chasse, LA 70037
(Lot G)

NAME Tuan Nguyen
ADDRESS 707 Jump Basin Road
Verona, LA 70091

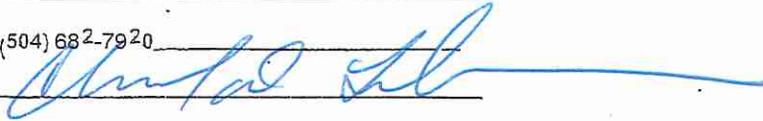
NAME _____
ADDRESS _____

NAME, ADDRESS & SIGNATURE OF APPLICANT(S)
INCLUDE PERCENTAGE OF OWNERSHIP OR LOT NO.

NAME Plaquemines Port Harbor and Terminal District

ADDRESS 8056 Hwy. 23 Third Floor Belle Chasse LA 70037

PHONE NO. (504) 682-7920

SIGNATURE 

PERCENT OWNERSHIP/ LOT NO. _____

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

PERCENT OWNERSHIP/ LOT NO. _____

NAME _____

ADDRESS _____

PHONE NO. _____

SIGNATURE _____

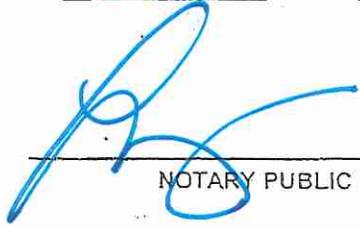
PERCENT OWNERSHIP/ LOT NO. _____

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED THE PERSON(S) WHOSE SIGNATURES ARE AFFIXED ABOVE, ALL OF THE FULL AGE OF MAJORITY, WHO DECLARED UNDER OATH TO ME, NOTARY, THAT THEY ARE THE OWNERS OR AUTHORIZED AGENT OF ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND LOCATED AS SET FORTH BESIDE THEIR RESPECTIVE SIGNATURES, AND THAT THEY KNOW OF THEIR OWN PERSONAL KNOWLEDGE THAT THE ABOVE PETITIONERS ARE THE OWNERS OF AT LEAST FIFTY (50%) PERCENT OF THE AREA DESCRIBED ABOVE FOR WHICH A ZONING CHANGE IS REQUESTED, AND THAT THEIR SIGNATURES WERE EXECUTED FREELY AND VOLUNTARILY AND THAT THEY ARE DULY QUALIFIED TO SIGN.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 13th DAY OF March, 20 25



NOTARY PUBLIC



LAUREN BIANCA MCKNIGH
Notary Public
Notary ID No. 143962
Caddo Parish, Louisiana

My commissioner expires at my death.

RESOLUTION NO. 25-6

On motion of Council Member Champagne, seconded by Council Member Schulz, and on roll call all members present and voting “YES”, except Council Member Guey who was “ABSENT” and Council Member LaFrance who voted “NO”, the following Resolution was adopted:

A Resolution to petition and authorize the application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain District to Heavy Industrial (I-3) District; and otherwise to provide with respect thereto.

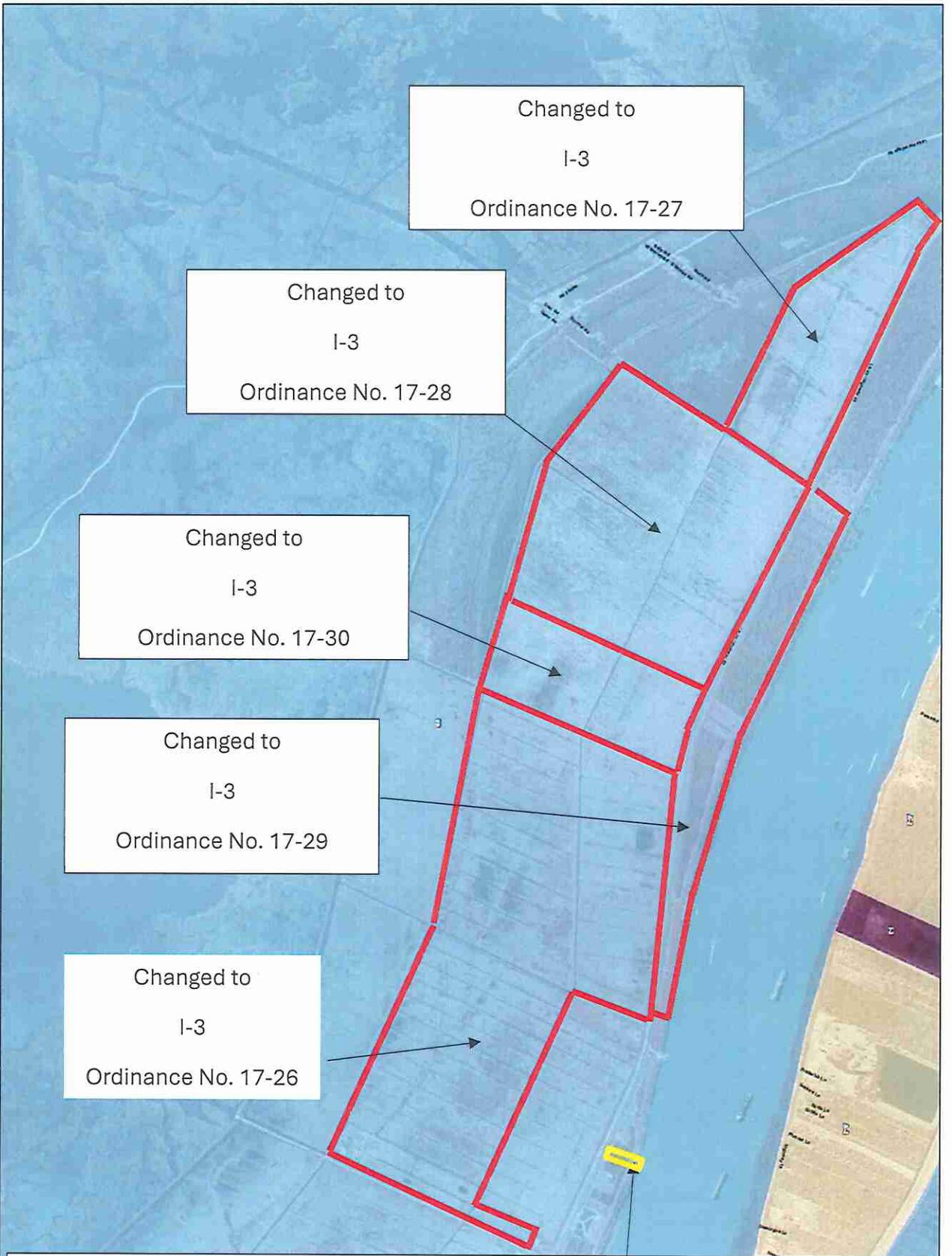
NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes the petition and filing of an application for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance, specifically Section XII, to rezone those certain properties located in Point Celeste Farms Subdivision, Phases I and II, identified as follows: Lots 1-A, 2-B, 3-6, 7 (not yet acquired), 8, 11-17, 33, 34, 45, 46 (not yet acquired), 47, 48 (not yet acquired), 50A, 50B, 51, 52A, 52B, 53, 54, 57A, 58A, 59, 60A, 61, and B-1, which are now owned by or to be acquired by Plaquemines Port, Harbor & Terminal District from Flood Plain (FP) District to Heavy Industrial (I-3) District.

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

I hereby certify the above and foregoing to be a true and correct copy of a Resolution adopted at a meeting held by the Plaquemines Parish Council in the Belle Chasse Council Building Chambers, 333 F. Edward Hebert Blvd., Bldg. 203, Belle Chasse, Louisiana, on Thursday, January 9, 2025.

Asst. Secretary



Larry & Celeste Ancar Estate

2025-569

FP to I-3

*** This map represents the current zoning for Lot 7 & surrounding area***

		<p>0 200 400 600 Feet</p> <p>Legend</p> <ul style="list-style-type: none"> Proprietary Parcel Boundary Zoning Residential General Commercial Heavy Industrial Industrial Park Light Industrial Medical Services Medium Density Park Neighborhood Community High-Density Commercial Office Single-Family Two-Family 	<p>NOTES</p> <p>1. This map is a map of the Parish of Terrebonne, Louisiana, and is not a map of the State of Louisiana.</p> <p>2. This map is a map of the Parish of Terrebonne, Louisiana, and is not a map of the State of Louisiana.</p> <p>3. This map is a map of the Parish of Terrebonne, Louisiana, and is not a map of the State of Louisiana.</p> <p>PLAQUEMINES PARISH GOVERNMENT</p> <p>100 North Third Street Terrebonne, LA 70565 (504) 336-6800</p> <p>ZONING MAP RECONSTRUCTION PROJECT</p> <p>ZONING MAP</p> <p>THEODORE W. HARRIS, INC. / CK ASSOCIATES, INC.</p> <p>100 North Third Street Terrebonne, LA 70565 (504) 336-6800</p> <p>SHEET 005</p>
--	--	---	--

RESOLUTION NO. 25-

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

1 A Resolution petitioning the State of Louisiana to officially name the entirety of
2 Highway LA 3017 and Proposed Highway LA 1261 “Peters Road”; and otherwise
3 to provide with respect thereto.
4

5 *DIGEST:* This Resolution petitions the State of Louisiana to officially name the entirety of
6 Highway LA 3017 and Proposed Highway LA 1261 “Peters Road”. *The digest is for*
7 *informational purposes only and is superseded by the language of the actual ordinance or*
8 *resolution.*

9 WHEREAS, the Parish of Plaquemines believes the State of Louisiana is proceeding with the
10 design and construction of the Peters Road Bridge Project and Peters Road Bypass Road Project
11 on Highway LA 3017 and Proposed Highway LA 1261; and
12

13 WHEREAS, a portion of Proposed Highway LA 1261 is presently named Walker Road; and
14

15 WHEREAS, the Parish of Plaquemines desires to remove any ambiguity and confusion
16 concerning the naming and future development of Highway LA 3017 and Proposed Highway LA
17 1261;
18

19 NOW, THEREFORE:
20

21 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby petitions
22 the State of Louisiana through the office of the Department of Transportation and Development
23 and the Louisiana Legislature to name the entirety of Highway LA 3017 and Proposed Highway
24 LA 1261 “Peters Road”.
25

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

ORDINANCE NO. 25-

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

1 An Ordinance to amend the 2025 General Fund, Manpower Structure and
2 Operating Expenditure Budget, Legal Services Department; and otherwise to
3 provide with respect thereto.

4 DIGEST: An ordinance to transfer \$32,430 within the Legal Services Department to increase
5 the salaries of two existing positions in said department. *The digest is for informational purposes*
6 *only and is superseded by the language of the actual Ordinance.*

7
8 WHEREAS, it has been recommended by the Lead Parish Attorney to increase the salaries of two
9 existing full-time positions in the Legal Services Department to \$111,240 each, plus benefits; and

10 WHEREAS, after a review of the operating expenditure budget, amendments are required for the
11 Legal Services Department;

12 NOW, THEREFORE:

13 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

14
15 The 2025 Manpower Structure is amended by increasing the salaries of two full-time existing
16 positions in the Legal Services Department, position numbers 430-6035-01 and 430-6035-02, to
17 an annual salary of \$111,240 each, plus benefits.

SECTION 2

18
19 The 2025 General Fund, Operating Expenditure Budget, Legal Services Department, is amended
20 by transferring \$32,430 within the Legal Services Department as follows:

Fund: 001 General Fund			
Dept/Div: 430-2180 Legal Services Dept			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	28,840
515.005	P/R Taxes FICA Taxes	Inc	420
516.105	Retirement (PERS)	Inc	3,170
531.001	Legal Support General	Dec	(32,430)

SECTION 3

21
22
23
24
25
26
27
28
29
30
31
32
33
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.

RESOLUTION NO. 25-

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

1 A Resolution adopting revisions to the Port's Civil Service Employee Handbook
2 for the Plaquemines Port Harbor & Terminal District d/b/a Louisiana Gateway
3 Port's Policies and Procedures; and otherwise to provide with respect thereto.
4

5 DIGEST: Since the separation of the Port from the Parish Government, some of the Civil Service
6 Rules and Regulations are not in alignment with the duties and workflow of the Port. This
7 handbook does not circumvent the Civil Service Rules but complies with them. *The digest is for*
8 *informational purposes only and is superseded by the language of the actual ordinance or*
9 *resolution.*

10
11 WHEREAS, the Port engaged the assistance of Breazeale, Sachse & Wilson, LLP., attorneys with
12 expertise in Civil Service matters;

13
14 NOW, THEREFORE:

15
16 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
17 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
18 DISTRICT THAT hereby adopts the attached revisions to the Port's Civil Service Employee
19 Handbook.
20

21 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
22 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
23 DISTRICT THAT it does hereby authorize the Executive Director, Charles D. Tillotson, of the
24 Plaquemines Port Harbor & Terminal District d/b/a Louisiana Gateway Port's to amend and update
25 the attached policies as may be needed keeping within the laws of the State of Louisiana.
26

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



2025



**LOUISIANA
GATEWAY
PORT**

PLAQUEMINES PARISH

Employee Handbook



Table of Contents

INTRODUCTION	6
EMPLOYEE CLASSIFICATION AND PAY	7
Classified and Unclassified Employees	7
Full-Time and Part-Time Employees	7
Subject-to-Call Employees	7
Working Test Period Employee (Probational Employee)	8
Nonexempt and Exempt Employees	8
Wages and Salaries	8
Basis for Determining Pay	8
Changes to Classification and Pay	9
Probational Period or Work Testing Period	9
Promotion	9
Transfer	10
Demotion	10
Reinstatement	10
Reallocation	11
Reduction in Pay	11
Merit Increases	11
Resignation	12
WORK ENVIRONMENT	12
Performance Evaluations	12
Discipline and Corrective Action	13
Safety	14
Equal Employment Opportunity	14
Disability Accommodation	14
Religious Accommodation	14
Discrimination and Harassment, including Sexual Harassment	15
Other Employee Concerns (Not Including Harassment)	15

Remote Workers and Telecommuting	16
WORK HOURS	16
Wage and Hour Rules	16
Hours of Work	16
Overtime	17
“Stand-by” Hours	17
Attendance	18
Meal Breaks and Rest Periods	18
Break Time for Nursing Mothers/Lactation Accommodation Policy	19
PAID TIME OFF AND LEAVES	19
Paid Holidays	19
Annual Leave	20
Approval of Annual Leave	21
Carry Forward / Payout of Annual Leave	21
Sick Leave	22
Approval of Sick Leave	22
Carry Forward / Payout of Sick Leave	23
Donation of Sick or Annual Leave	23
Jury Duty	23
Funeral Leave	24
Military Leave	24
Two Weeks of Active Duty/Training	24
Military Leave Notice	25
Military Leave With Pay	25
Military Leave Without Pay	25
Military Differential Pay	25
Maternity Leave	26
Civil Leaves	26
Declared Emergency Leave	26
Leaves of Absence	27
Leave Without Pay	27
Special Leave of Absence Without Pay	28
Absence Without Leave	28
Return from Leave of Absence	28

Family and Medical Leave of Absence (FMLA)/Non-FMLA Leave	29
FMLA Leave of Absence	29
Non-FMLA Leave	30
Medical Certification Requirements – FMLA and Non-FMLA	30
Advance Notice – FMLA and Non-FMLA	30
Intermittent or Reduced Leave – FMLA	30
Benefits During Leave – FMLA and Non-FMLA	31
Return from Leave	31
Release to Return to Work with Restrictions	32
Electronic Systems, Devices and Communications	33
Port Issued Cellular Phones	34
Social Media and Internet Use	34
Media Relations	35
Records Policy	35
Personnel Records	35
Public Records	36
Ethics and Conflicts of Interest	36
Conflicts of Interest	36
Outside Employment	37
Use of Position for Personal Benefit	37
Nepotism	37
Romance in the Workplace	37
Gifts to Employees	38
Political Activities	38
Drug Free Workplace	39
Standards of Conduct	39
Dress Code	40
Solicitation and Distribution	40
POLICIES AND PROCEDURES	42
Discipline Policy	42
Drug and Alcohol Policy	44
Family and Medical Leave (FMLA)	48
Sexual Harassment Policy	51
Equal Opportunity Philosophy and Statement	55

Workplace Harassment Policy	55
Port Vehicle Use Policy	58
Vehicle/Equipment Fuel Policy	63
Grievance Procedure	66
Termination Policy	68
Jones Act Employee Benefits	71
Reporting Injuries Policy	72
Personal Dress Code Policy	77
Professional Development: Training and Professional Development Reimbursement Policy	79
Political Activities & Restrictions	81
Office Safety Policy	82
Telecommuting Policy	90

INTRODUCTION

This Handbook is designed to provide information to employees of the Plaquemines Port, Harbor & Terminal District (the “Port”) regarding various policies, practices, and procedures that may apply to them. The Port reserves the right to modify, alter, or eliminate any or all of the policies and procedures set forth in this manual at any time. This Handbook replaces any previously issued policies, practices, and understandings, written or oral, governing employment.

Neither this manual nor its contents constitute, in whole or in part, either an express or implied contract or guarantee of continued employment between the Port and any employee, and they should not be construed or interpreted as such by anyone. No manager, supervisor, employee or representative of the Port, other than the Port Executive Director, has any authority to enter into any agreement for employment for any specified period or to change the non-contractual nature of any policy or practice. To be enforceable, such an agreement must be in writing, must specifically acknowledge that it is a modification of normal Port practice, policy and procedure, and must be signed by the Executive Director.

The Port complies with the rules and regulations of the Plaquemines Parish Civil Service governing classified employees. This Handbook does not replace the Plaquemines Parish Civil Service Commission Rules for the Classified Service. It is intended to supplement the Parish Civil Service Rules by supplying additional administrative instructions for internal application at the Port. To the extent that any provision of this Handbook conflicts with a Parish Civil Service Rule, Parish Civil Services Rules govern for classified employees.

Classified employees are encouraged to read and refer to Plaquemines Parish Civil Service Rules for details on Civil Service procedures which affect certain terms and conditions of employment, including pay and job classification.



EMPLOYEE CLASSIFICATION AND PAY

Classified and Unclassified Employees

Eligibility for certain benefits and pay and applicability of certain procedures are dependent upon your employment classification. Port employees are either placed into classified or unclassified positions.

Classified positions are those positions in the classified service which are subject to the Parish civil service system rules and regulations. Port employees in classified positions are often referred to as “Regular Employees” or “Classified Employees.” Appointments to classified positions are made by the Port Executive Director in accordance with applicable Parish civil service rules. Classified employees may be terminated at any time, with notice, for cause.

Unclassified positions are those positions added to the unclassified service by the Director of the Parish Civil Service Commission. Port employees in unclassified positions are often referred to as “Unclassified Employees.” Port unclassified positions include the Executive Director, General Counsel, Chief Administration Officer, Chief Financial Officer, Director of Communications, Director of Projects, Special Assistant to the Executive Director, and Legal Assistant. Appointments to unclassified positions are made by the Port’s Board of Commissioners. Unclassified employees are employed at-will and may quit or be terminated at any time with or without cause or notice. Nothing in any of the Port’s rules, policies, handbooks, procedures, or other documents relating to employment creates any express or implied contract or employment.

If you are unsure of how your position is classified, please contact your supervisor or the Port Director of Administrative Services.

Full-Time and Part-Time Employees

Full-time employees are those who are normally scheduled to work 40 hours per week or more. Part-time employees are those who are normally scheduled to work less than 40 hours per week.

Classification as a full-time or part-time employee is governed by Plaquemines Parish Civil Service Commission Rule IX, Section 1 for classified employees.

Subject-to-Call Employees

When the services of an employee are not needed on a regularly scheduled basis, the Port Executive Director may appoint an employee to serve on an intermittent or variable basis



depending on the demand for the employee's services, as detailed in Parish Civil Service Commission Rule IX, Section 1.

Working Test Period Employee (Probational Employee)

An employee whose performance is being evaluated to determine whether further employment with the Port is appropriate is a work test period or probational employee.

Nonexempt and Exempt Employees

Each employee is designated as either nonexempt or exempt in accordance with applicable wage and hour laws. Nonexempt employees are entitled to overtime pay in accordance with applicable Federal, State, and Local wage and hour laws. Exempt employees generally do not qualify for overtime pay according to applicable Federal, State, or Local wage and hour laws. Special overtime pay may be provided to exempt and nonexempt employees in accordance with Parish Civil Service Commission Rules.

For additional information on your status as exempt or nonexempt, please contact the Port Chief Administrative Officer.

Wages and Salaries

It is the Port's goal to attract, retain, and award competent employees at all levels and to provide a method of compensation that can be applied consistently to all job classifications. The Port compensates employees in the classified service in accordance with the uniform Pay Plan adopted by the Plaquemines Parish Civil Service Commission. Compensation for unclassified employees are determined by the Port's Board of Commissioners. Factors considered in determining compensation include a variety of factors, such as performance, demand, experience, and ability to meet or exceed expectations.

Basis for Determining Pay

The pay for unclassified employees is governed by their respective employment agreements.

Classified positions are assigned to pay schedules that establish the pay ranges for employees in classified job titles. The pay for employees in classified positions will be set at a rate not less than the minimum rate nor more than the maximum rate of the pay schedule assigned to an employee's position.

Generally, the pay for full-time employees in classified positions are set at the minimum rate of pay for the corresponding pay schedule of the employee's position. The pay for part-time classified employees are determined by dividing the annual pay rate for the appropriate classification established in the Pay Plan for classified employees by the normal straight time hours scheduled per year.



The Port Executive Director may hire a classified employee at a rate above the minimum rate of pay as provided by the classified Pay Plan, including for:

- Compliance with Federal wage and hour laws;
- An applicant possessing exceptional job-related qualifications; and
- Retention increase to retain an employee with a job offer from another employer.

All changes to a classified or unclassified employee's rate of pay must be submitted to the Port Chief Administrative Officer for review. The Chief Administrative Officer will then make a recommendation to the Port Executive Director. Rate of pay changes for classified employees will be approved by the Port Executive Director and submitted to Parish Civil Service for final approval in accordance with Parish Civil Service Rules. Rate of pay changes for unclassified employees will be submitted to the Port Board of Commissioners for final approval.

Changes to Classification and Pay

Probational Period or Work Testing Period

All Port employees will serve a probational, or work testing, period immediately following an employee's appointment to any position. A classified employee hired or promoted into a position must serve a probationary period of a minimum of six (6) months, not to exceed one (1) year. The probationary period may be extended at the discretion of the Port Executive Director, as approved by the Parish Civil Service Director. At least fifteen (15) days prior to the expiration of the probationary period, the Port will notify the employee of the extension to his probationary period.

After the first two (2) months of the probationary period, the Port Executive Director may remove an employee if the employee's performance indicates that the employee is unable or unwilling to satisfactorily perform the duties of the position or the employee's habits or lack of dependability do not merit the employee's continuance. The reason(s) for removal will be provided to the employee by the Port Executive Director, as approved by the Parish Civil Service Director.

Upon completion of the probationary period, in accordance with Parish Civil Service Rule IV, Section 4.1, a classified employee will receive a pay increase equal to and not exceeding step five (5) of the pay range assigned to the employee's classified position.

After the probationary period, classified employees may be disciplined for cause, which discipline may include suspension without pay, demotion, reduction in pay, fine, termination, or other action, as provided for in Parish Civil Service Rule X.

Promotion

Factors considered in promotions include knowledge, education, performance, skills, efficiency, productivity, consistent attainment of measurable objectives and years of



experience with the Port. The Port will assess an employee's qualifications for any promotion and determine if the employee is qualified for the position in accordance with Parish Civil Service Rule VII. Applicants for positions will be considered without regard to race, color, religion, marital status, creed, sex, pregnancy, sexual orientation, gender, gender identity, disability, genetics, age, national origin, or any other legally protected characteristic or activity.

When a classified employee is promoted from one position to another with a higher pay range, the employee will receive a pay increase to the minimum of the higher pay range. Subject to the availability of funds, if the increase in pay is less than an eight-step increase in the former pay range, the employee will receive a pay increase to a step in the higher pay range which is equal to or greater than an eight-step increase in the former pay range.

Transfer

The Port may laterally reassign an employee from a position in one class of work to another position within the same pay range. The pay of a classified employee upon transfer will remain the same. The pay of an unclassified employee will be set by the Port's Board of Commissioners as recommended by the Port Executive Director.

Demotion

When a classified employee is demoted, the employee will be reassigned to a position with a lower pay range. The employee's rate of pay will be decreased eight steps and adjusted in accordance with the lower pay range such that the employee's rate of pay will not exceed the maximum rate for the lower pay range or be less than the minimum rate of the lower pay range. If the employee's current rate of pay at the time of demotion exceeds the maximum rate of the lower pay range, the employee's rate of pay must be reduced to the maximum rate provided. If the employee's decreased salary falls between two steps on the lower pay range, the employee's pay rate must be adjusted to the lower of the two pay ranges.

The Port Executive Director will provide notice to the employee concerning the reason(s) for demotion. The employee may appeal a demotion in accordance with Parish Civil Service Rule X, Section 1.2.

An unclassified employee's pay upon demotion is determined by the Port's Board of Commissioners as recommended by the Port Executive Director.

Reinstatement

A former employee may apply for reemployment with the Port. If rehired, the employee will be reinstated at his former pay rate. If at the time of reinstatement the rehired employee's rate of pay is no longer within the current pay range due to Pay Plan adjustments, the employee's rate of pay will be set at the next step in the pay range for his assigned position.



Reallocation

The Port may reallocate classified employees as needed to ensure that job classifications remain equitable and comparable across job titles within the Port. Reallocations are processed in accordance with Parish Civil Service Rule 3.1.

Positions may be reallocated to higher or lower pay ranges based on changes in responsibilities or needs of the Port. An employee's pay upon reallocation to a position with a higher pay range will be adjusted in accordance with rules for promotions. If the position to which an employee is reallocated is assigned to a lower pay range, an employee's pay will be set in accordance with rules for demotions. The pay of an employee with a hire date prior to October 13, 1995 who is reallocated to a position with a lower pay range will be adjusted, if needed, to the next highest step in the pay range when the employee's rate of pay is within the pay range but does not conform to one of the established step increments. An employee with a hire date prior to October 13, 1995 who is reallocated to a position with a lower pay range and whose pay exceeds the maximum rate established for that pay range will not be required to take a decrease in pay; however, the employee will not be eligible for any pay increases until such time as the maximum rate for the pay range for that classification exceeds the employee's rate of pay.

Reduction in Pay

The Port Executive Director may reduce an employee's pay for cause, provided, however, that the reduction in pay must conform to one of the steps in the appropriate pay range and in no case be less than the established minimum rate of pay.

The Port Executive Director will provide notice to the employee concerning the reason(s) for the reduction in pay. The employee may appeal this decision in accordance with Parish Civil Service Rule X, Section 1.2.

Merit Increases

Merit increases may be awarded to classified employees in accordance with Parish Civil Service Rule IV, Section 4, subject to the availability of funds.

Classified Port employees with one year of Parish service are eligible for merit increases. Eligible employees include those employees not receiving a year of service on or before September 1st, but who complete a year of service by December 31st. Eligibility for merit increases is determined on each employee's Pay Raise Eligibility Date, which is the first day of the calendar year after the employee has completed one year of Parish service. Merit increases are not mandatory or automatic and are subject to the availability of funds and contingent on satisfactory work performance as determined by an employee's latest performance evaluation/service rating. Merit increases become effective on the first day of the pay period immediately following the Pay Raise Eligibility Date and are based on the Pay Plan's Merit Increase Table as established by the Parish Civil Service Commission.



An eligible classified employee who is not granted a merit increase must be provided with written reason(s) for the denial, a copy of which must be maintained in the employee's personnel file. If the employee does not receive written reason(s) for the denial or if the denial was based on race, religion, political or other discriminatory factors unrelated to an employee's performance or the availability of funds, the employee may timely file a written appeal to the Parish Civil Service Commission in accordance with the Parish Civil Service rules.

Merit increases for unclassified employees are assessed based on market data and analysis for similar incentives and cost of living adjustments as determined by the Port Chief Administrative Officer. Merit increases for unclassified employees must be submitted to the Port Executive Director for review and approved by the Port Board of Commissioners.

Resignation

If you decide to resign, the Port asks that you provide your supervisor or Human Resources as much notice as possible (at least two weeks' notice is requested) prior to your date of departure via email or letter that includes the reason for resignation and the planned resignation date so that an orderly transition can be made. This process includes turning in Port property, completing required forms, obtaining appropriate clearances, and participating in an exit interview.

Employees who resign from employment with the Port shall be paid in accordance with applicable laws.

WORK ENVIRONMENT

Performance Evaluations

The Port evaluates employees' performance to help employees improve effectiveness and to estimate individual potential.

During the probationary, or work testing, period a probationary employee must be evaluated by his immediate supervisor at least twice. The first evaluation should occur before the end of the first three (3) months of employment and the second evaluation should occur before the end of five (5) months of employment. If a probationary employee does not receive an evaluation from his supervisor during the probationary period, the employee's rating will be equivalent to a satisfactory rating and will have the same force and effect as a satisfactory rating. If a probationary employee receives a rating of Substantially Below Expectations that employee is not eligible to obtain regular civil service status. The Port Executive Director, or his/her designee, shall determine if the employee will be terminated or if the employee's probationary period will be extended. If the employee's probationary period is extended, the employee will be re-evaluated between



two (2) and six (6) months after the effective date of the Substantially Below Expectations rating. Failure to achieve a higher rating will be cause for immediate dismissal.

Classified employees are governed by the uniform service rating system established by the Parish Civil Service Commission. Unclassified employees are evaluated on a mirror-image system. Employees will be rated at least once in each calendar year. Employees are evaluated by their immediate supervisor and will be assigned ratings of Substantially Below Expectations, Below Expectations, Meets Expectations, Exceeds Expectations, or Substantially Exceeds Expectations based on their performance. Employees may be eligible for pay raises based on their service evaluation rating as provided by Parish Civil Service Rules.

An employee who receives a rating of Substantially Below Expectations will not be eligible for a pay increase. Employees receiving a rating of Substantially Below Expectations will be notified in writing that a second evaluation will be completed between two (2) and six (6) months following the effective date of his or her current rating. If the second performance rating is Substantially Below Expectations, the Port Executive Director may reassign, demote, or terminate the employee in accordance with Parish Civil Service Rules.

Typically, performance evaluations are not subject to public records requests.

Discipline and Corrective Action

The Port endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. The Port may discipline employees at its discretion, including coaching, training, oral or written reprimand, suspension, demotion, termination, or other disciplinary action in accordance with relevant Parish Civil Service Rules. While the Port may follow a system of progressive discipline where management deems it appropriate, the Port reserves the right to modify or dispense with progressive discipline and to terminate an employee at any time that the Port believes termination is warranted.

No pattern of utilization or application of a progressive discipline approach is intended to alter, or should be interpreted as altering, the at-will relationship between the Port and unclassified employees or to modify or alter what constitutes cause for termination for classified employees.

When an employee's behavior falls below the required standard of conduct, the employee's immediate supervisor will typically address such behavior with the employee and may initiate corrective action. Typically, for more serious or severe misconduct, other appropriate administrative personnel will handle it and may initiate corrective action.

Classified employees subject to discipline will receive a written notice informing the employee of the disciplinary action being taken and the reason(s) for such disciplinary



action in accordance with Parish Civil Service Rules. The notice will also include information regarding an employee's right to appeal the disciplinary action to the Parish Civil Service Commission, if applicable.

Documentation related to discipline and corrective action are not typically subject to public records requests and must be treated in accordance with applicable law and Port policies, including the Port's Record Retention Policy.

Safety

We have tried to make your work environment as safe as possible and ask for your cooperation in making sure it remains safe. Please use common sense at work and report any unsafe conditions you see, such as loose carpet, broken glass, etc. to your supervisor.

Equal Employment Opportunity

The Port is an Equal Opportunity Employer and upholds the principles of equal employment opportunity for all employees and job applicants. The Port makes employment-based decisions, including, but not limited to, recruitment, hiring, assignment, conditions of employment, compensation, benefits, training, promotion, transfer and termination, without regard to race, sex, sexual orientation, gender, gender identity, color, age, national or ethnic origin, pregnancy, ancestry, marital status, veteran status, military status, disability, religion, genetic trait or information, or any other legally protected status or characteristic under applicable federal, state, and local laws.

Disability Accommodation

The Port provides reasonable accommodations to qualified individuals with disabilities if such accommodations would not impose an undue hardship on the Port and would enable an individual to apply for or perform the essential functions of the position in question. If you require an accommodation to perform the essential functions of your job or in connection with the application process for a Port position, please notify HR and request an accommodation. The Port will then work with you to identify possible reasonable accommodations, if any, that will help to eliminate the limitation or barrier.

Religious Accommodation

The Port will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief, if needed, to resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Port. If you believe you need an accommodation because of your religious beliefs or practices, please notify your manager or Human Resources and request an accommodation.



Discrimination and Harassment, including Sexual Harassment

The Port intends that employees have a safe and orderly work environment free from all forms of discrimination and harassment in which to do their jobs. Therefore, the Port strictly prohibits all forms of discrimination or harassment of an employee, including discrimination or harassment based on race, sex, sexual orientation, gender, gender identity, color, age, national or ethnic origin, pregnancy, ancestry, marital status, veteran status, military status, disability, religion, genetic trait or information, or any other legally protected status or characteristic under applicable federal, state, and local laws.

Sexual harassment is strictly prohibited. Sexual harassment includes any verbal or physical conduct of a sexual nature when submission to such conduct is made explicitly or implicitly a term or condition of employment or where submission to or rejection of such conduct is used as the basis for employment decisions or any other conduct of a sexual nature that has the purpose or effect of creating an intimidating, hostile, or offensive working environment or that unreasonably interferes with an individual's work performance.

If an employee feels he/she has been subjected to harassment of any type, the employee should report the incident to the Port Chief Administrative Officer. If the Port Chief Administrative Officer and/or Port Human Resources Manager is the alleged harasser, or if an employee does not wish to report the matter with them, the employee may submit the complaint directly to the Port Executive Director.

The Port will conduct a prompt, thorough, impartial investigation of all complaints of discrimination, harassment, or retaliation in as confidential a manner as possible, and will take prompt and appropriate action. A finding that inappropriate conduct occurred will result in the appropriate disciplinary action, which, depending on the circumstances, may be a warning, suspension, demotion, transfer, or termination.

No employee shall be coerced, intimidated, interfered with, retaliated against, or discriminated against for filing a complaint or participating in the investigation or for engaging in any other protected activity. Retaliation is strictly prohibited, and any retaliation may result in disciplinary action, up to and including termination.

Normally an employee or applicant has up to 300 days from the last time that any such conduct occurs to file a charge with the U.S. Equal Employment Opportunity Commission or the State Human Rights Commission.

Other Employee Concerns (Not Including Harassment)

The Port feels that the relationship between employees and their supervisor is a very important one, and employees and their supervisors should be able to resolve most concerns, complaints, or questions. For most employment-related matters, we urge



employees to initially contact their supervisor and discuss with him or her to give the supervisor the first opportunity to resolve any question, complaint, or conflict. After discussing with his or her supervisor, if an employee feels the need for further discussion, the employee may discuss the matter with the next level of supervision, up to and including the Port Executive Director. If you are uncomfortable reporting the matter to your supervisor, you may report the matter directly to the Executive Director.

No employee shall be coerced, intimidated, interfered with, retaliated against, or discriminated against for filing a complaint or participating in the investigation or for engaging in any other protected activity. Retaliation is strictly prohibited.

Remote Workers and Telecommuting

From time to time and depending upon the nature of the job, the Port may utilize remote workers and/or allow certain employees to work remotely. Remote employees must comply with all Port employment rules, policies, and procedures, including Port policies on timekeeping, information security, and harassment and discrimination. Special care to safeguard Port data, equipment and property should be made a priority. Any remote work arrangement must be approved first by an employee's supervisor and Human Resources.

WORK HOURS

Wage and Hour Rules

The Port complies with all applicable wage and hour laws and regulations. Employees must accurately record all time worked and comply with all other Port timekeeping requirements. Non-exempt hourly employees and salaried non-exempt employees may not work "off the clock" or during meal and rest periods. Falsification of time records is a terminable offense.

Hours of Work

The normal work week is Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m. Adjustments to schedules may be made with the prior approval of your supervisor, but must be worked within the hours of 7:30 a.m. to 6 p.m. All employees are generally expected to work an 8-hour shift daily with a half-hour lunch and two (2) fifteen-minute breaks. The time you report to work and the time you leave work may also vary by department. Regardless of where you work, your supervisor has the authority to set the hours necessary to keep your department running smoothly. The Executive Director or his designee may mandate designated reporting hours as necessary.

Overtime

The number of hours you work within a work week may vary from time to time and department to department; however, the maximum number of hours you will be scheduled to work will be 40 hours per week unless specifically authorized, in writing, by your supervisor.

The Port pays overtime to non-exempt employees in accordance with applicable federal wage and hour laws. Non-exempt employees are paid overtime for time worked over 40 hours in a workweek. All overtime worked by non-exempt employees must be authorized in advance by your supervisor. Exempt employees are not eligible for overtime pay, except as otherwise provided by Parish Civil Service rules.

An employee who is not at work but is being paid using earned vacation, sick, holiday, personal, jury duty or bereavement leave is not working for overtime pay purposes, as these hours are not counted in calculating overtime pay eligibility.

When the Port Executive Director declares an Emergency Response, both exempt and nonexempt classified employees will receive overtime compensation in accordance with Parish Civil Service Rule IV, Section 6.2. Under an Emergency Response declaration, exempt and nonexempt employees will be paid as follows:

- Stage 1 Employee Response: Employees performing work pursuant to a Stage 1 Employee Response in preparation for a weather event or emergency created by an “Act of God” or other emergent conditions will be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked more than 40 hours per workweek.
- Stage 2 Employee Response: Employees performing work pursuant to a Stage 2 Employee Response and who are designated as essential personnel will be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked.
- Stage 3 Employee Response: Employees performing work pursuant to a Stage 3 Employee Response and who are designated as essential personnel will be compensated at a rate of two (2) times the regular hourly rate for all hours worked.

Essential personnel who fail or refuse to report to work during a declared “State of Emergency” will be subject to disciplinary action up to and including termination.

“Stand-by” Hours

Employees who are required to remain available for duty outside of normal working hours for emergency call-out are considered to be on “stand-by.” While on stand-by, an employee



must be available for ready communication and duty assignment but is otherwise reasonably free for personal pursuits. An employee will be notified in writing that the employee is being placed on stand-by and the specific stand-by period(s) required.

An employee on stand-by will be compensated at a straight-time rate of one (1) hour's pay for each six (6) hours of non-working stand-by time plus any pay for work actually performed as a result of the call-out. When an employee reports to work in response to a call-out, the employee will be guaranteed a minimum of two hours of pay. The pay will not be for work actually performed and, therefore, will not be included any overtime compensation.

If an employee on stand-by is unavailable for a call-out or fails to respond to a call-out, the employee forfeits all stand-by pay for the stand-by period assigned and may be subject to disciplinary action including and up to termination.

Attendance

All employees are expected to be at their workstations and ready to work when their shift begins and work all the assigned hours.

Employees may not leave their job assignments during work hours without the express permission of an appropriate representative of the Port administration.

All employees shall complete appropriate attendance documents to report/record attendance and absences. Employees must also submit documentation of any tardiness.

If you are unable to work, you must follow Port procedures to request vacation, sick, or other types of leave. Tardiness, failure to report to work as scheduled, unexpected or repeated unauthorized absences, failure to comply with the Port's call-in procedures for absence, or failure to complete the required documentation may be considered willful neglect of duty and may result in disciplinary action, including termination. Poor attendance may be grounds for termination in accordance. Termination of classified employees is governed by Parish Civil Service Rule X.

Meal Breaks and Rest Periods

Employees are typically provided with meal breaks (30 minutes) and rest periods during the workday and should check with their supervisor to determine the number and timing of those breaks and periods, as well as the pay process for those times, which may change according to business needs and department schedules. The Port complies with applicable Federal, State and Local laws regarding meal breaks and rest periods.



Break Time for Nursing Mothers/Lactation Accommodation Policy

For up to one year after an employee gives birth, nursing mothers will be allowed reasonable break times to express milk and will be provided with a reasonable private area, free from intrusion, for such milk expression in accordance with applicable Federal, State, and Local law.

PAID TIME OFF AND LEAVES

Paid Holidays

The Port recognizes the following holidays in accordance with Parish Civil Services Rules:

- New Year's Day
- Martin Luther King's Birthday
- Mardi Gras
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Juneteenth
- Any other holiday which may be declared by the Parish Council or the Parish President.

Typically, most employees are not required to work on paid holidays when the Port is closed. However, in its discretion, the Port may require employees to work during such times.

Full-time employees will receive holiday pay for holidays observed by the Port or Parish, which is their regular rate of pay for their normal work schedule per day. For example, an employee who normally works a nine (9) hour shift will receive nine (9) hours of holiday pay (straight time pay). Hours used to calculate holiday pay will not be counted as hours worked for purposes of calculating overtime for the week. To qualify for holiday pay, you must work both your scheduled workday immediately preceding and immediately following the holiday, as well as on the holiday itself if requested to do so.



Employees on paid leave during a holiday will receive holiday pay in lieu of having their leave balance being deducted. Full-time shift employees receive holiday pay whether scheduled to work on an observed holiday or not. Time worked on a holiday is subject to overtime pay, where applicable. Employees on leave without pay or absent without leave are not eligible to receive holiday pay.

Annual Leave

Full-time classified employees are eligible to earn paid time off (annual leave) beginning on the first full biweekly pay period of employment. However, eligible employees may not begin to use annual leave, and leave will not be considered earned until after successful completion of the probationary period. Leave is accrued according to an employee's years of continuous service:

Years of Continuous Service	Accrual Rate
Less than 10 years:	The employee accrues 4 hours of annual leave for each biweekly pay period worked (13 days per year). If the employee is scheduled to work longer than 8 hours per day, the employee accrues annual leave at a proportional rate for a total of 13 days per year.
10 – less than 19 years:	The employee accrues 6 hours of annual leave for each biweekly pay period worked (19 ½ days per year). If the employee is scheduled to work longer than 8 hours per day, the employee accrues annual leave at a proportional rate for a total of 19 ½ days per year.
19 or more years:	The employee accrues 8 hours of annual leave for each biweekly pay period worked (26 days per year). If the employee is scheduled to work longer than 8 hours per day, the employee accrues annual leave at a proportional rate for a total of 26 days per year.

Employees will not accrue annual leave for any biweekly pay period during which the employee is on suspension or other periods of inactive service for more than the number of hours in the employee's normal workday.



If a full-time classified employee is on approved leave without pay, annual leave will be accrued as follows:

Time Spent on Leave Without Pay	Accrual Rate
Less than half the biweekly pay period:	100%
Half the bi-weekly pay period:	50%
More than half the biweekly pay period:	0%

Up to 30 days of accrued but unused annual leave of full-time classified employees will be carried forward each year in accordance with Parish Civil Service Rule IX, Section 2. Upon termination of employment, accrued but unused annual leave will be paid out in accordance with Parish Civil Service Rule IX.

Unless otherwise approved by the Executive Director and Port Commission, annual leave accrual for unclassified employees shall be governed by the employee's employment contract.

Approval of Annual Leave

In its discretion, the Port may approve an employee's request for annual leave. Annual leave is typically granted on a first-come-first-serve basis and subject to departmental, staffing, and other Port needs. A request for annual leave of eight (8) hours or less must be made at least 48 hours in advance. Requests for more than eight (8) hours must be made one week in advance.

Annual leave must be taken in increments of one (1) hour.

Carry Forward / Payout of Annual Leave

On December 31st of each calendar year, unused accumulated annual leave of full-time classified employees will be carried forward proportionally to the number of hours normally worked per day, not to exceed 30 days. At the Port Executive Director's discretion, employees who perform work during a declared emergency may be paid for annual leave hours accrued in excess of the 30-day maximum carry forward cap or may be allowed to carry forward any accumulated annual leave accrued in excess of the 30-day maximum carry forward cap.

Upon resignation, termination, or other separation of employment with the Port, such as retirement or death, accumulated annual leave hours will be paid to the employee. In the case of death of the employee, payment will be made to the beneficiary or estate.



Sick Leave

Paid sick leave is designed to continue payment of wages to classified full-time employees absent from work due to illness or disability. Sick leave may be used for personal illness, injury, hospitalization or exposure to a contagious disease, or medical, dental or optical consultation or treatment.

Full-time classified employees are eligible to earn sick leave. Sick leave will accrue at the equivalent of one-half (1/2) the hours of a regular day with pay for each biweekly pay period, beginning with the date of employment. Employees scheduled to work eight (8) hours per day will accrue four (4) hours of sick leave for each biweekly pay period. Employees scheduled to work more than eight (8) hours per day will accrue sick leave at a proportional rate.

Employees will not accrue sick leave for any biweekly pay period during which the employee is on suspension or other periods of inactive service for more than the number of hours in the employee's normal workday.

If a full-time classified employee is on approved leave without pay, sick leave will be accrued as follows:

Time Spent on Leave Without Pay	Accrual Rate
Less than half the biweekly pay period:	100%
Half the bi-weekly pay period:	50%
More than half the biweekly pay period:	0%

Approval of Sick Leave

Employees must notify their supervisor of their intent to take sick leave as far in advanced as possible or as soon as practicable during emergencies. A statement from an employee's physician may be required at any time for the use of sick leave. Absences of two (2) consecutive working days charged to sick leave will normally require a physician's statement, which must include the date(s) of treatment, when the employee may return to unrestricted duty,. Failure to obtain and provide the requested physician's statement , within five (5) working days of returning from sick leave, may result in the period of absence being charged to leave without pay.

Sick leave must be taken in increments of one (1) hour.

If a full-time classified employee exhausts all accumulated sick leave, annual leave may be used for an employee's extended period of sickness or injury, after which the employee will be placed on leave without pay status.



Carry Forward / Payout of Sick Leave

There is no maximum carry forward cap for sick leave and sick leave may be carried forward from one year to the next.

Unused sick leave is not a wage or paid on separation of employment. Sick leave is to be used for the employee's own illness only and is not a vested benefit. Upon separation of employment, no employee will be paid unused sick leave. However, all unused sick leave remains to an employee's credit for any qualifying reason provided by the Parish Civil Service Rules.

Donation of Sick or Annual Leave

The Port recognizes that employees may have a medical emergency or major disaster, resulting in a need for additional time off in excess of their available paid sick or annual leave. To address this need, full-time classified employees may donate paid sick or annual leave to another full-time employee subject to the prior approval of the Port Executive Director and Parish Civil Service Director and in accordance with Parish Civil Service Rule IX, Section 3.8.

Jury Duty

Civil leave for jury duty will be granted to all Port employees. Leave will be granted for the period of time required to serve such jury duty without loss of pay.

An employee serving on jury duty will be allowed to keep his or her official court check of remuneration. This remuneration check will not be subtracted from the employee's regular wages.

An employee who receives notice of jury duty must notify his/her supervisor as soon as possible in order that arrangements may be made to cover his/her position.

An employee on jury duty will be expected to work as much as his regularly scheduled shift as his jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the employee's normal tour of duty. If an employee is released by the court before the end of the employee's scheduled workday, the employee must return to work immediately upon release by the court. An employee shall submit a jury duty attendance slip to his or her supervisor immediately upon returning from jury duty. Any employee abusing said leave shall be subject to disciplinary action.

Jury duty pay is not considered time worked for purposes of calculating overtime.

An employee going to court on a personal nature, such as divorces or initiating personal lawsuits, will be required to use paid time off, to be paid for time lost from the job.



Funeral Leave

The Port grants full-time employees time off without loss of pay, annual leave or sick leave in the event of death of an immediate family member. For the purpose of this leave policy, “immediate family” includes the employee’s parent, child, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild.

In its discretion, the Port may grant funeral leave for a period of up to two (2) consecutive working days for time to attend a funeral or burial service. Funeral leave must be taken on or within two (2) calendar days of the funeral or burial service. Additional time for travel may be granted if the funeral or burial takes place more than 200 miles from the employee’s residence, but in no event will such leave exceed four (4) consecutive workdays.

The time off will be paid at an employee’s regular straight time hourly rate and not counted as hours worked for purposes of calculating overtime. An employee is not entitled to pay for any day that is not their regularly scheduled workday.

The employee may be required to verify funeral leave requested in the form of a copy of the obituary or other documentation requested by Human Resources, immediate supervisor, or department head. The employee must provide the requested documentation as soon as practicable, but not later than ten (10) calendar days after the date of the end of such leave. Failure to provide the requested documentation may be cause for denial and/or cancellation of the leave.

Notify Human Resources as soon as possible when requesting funeral leave.

Military Leave

Two Weeks of Active Duty/Training

Any employee who is a member of the military reserve or National Guard and is called to serve active duty, is a member of the military reserve, or National Guard and is called to serve the annual two weeks of active duty/training or enlists in the armed services will be granted a military leave of absence for a period not to exceed fifteen (15) working days in any one calendar year.

Any employee who is a Reserve/National Guard member called for active duty, should notify their supervisor and the Port as soon as possible after receiving orders so they can be placed on military leave. Military orders should be presented to the Port and arrangements for leave made as early as possible before departure. Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law. You must notify Human Resources of your intent to return to employment based on the requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with applicable State and Federal law and



Parish Civil Service Rules. Additional information regarding military leaves may be obtained from Human Resources.

Military Leave Notice

For any employee called to serve the annual two weeks of active duty/training, such employees must notify their supervisor as soon as possible in writing prior to the commencement of the annual two-week duty or commencement of enlistment.

Military Leave With Pay

A full-time regular employee who is called to serve the annual two weeks of active duty/training will be paid their normal pay for scheduled days missed during that period, up to fifteen (15) paid workdays during any one calendar year or as otherwise provided by Federal and State law.

Employees who are serving the annual two weeks of duty/training or during a declared emergency by the Governor will continue to be covered by and participate in all employee benefit plans and programs for which they are eligible.

Additional information may be obtained from HR.

Military Leave Without Pay

Military leave in excess of fifteen (15) days in any one calendar year shall be leave without pay, unless the employee affected applies for, qualifies for, and is granted one of the other forms of leave provided by the Port. Employees may be placed on military leave without pay for the period of active military duty in accordance with Federal and State law.

Additional information may be obtained from HR.

Military Differential Pay

When military leave with pay has been exhausted, a full-time employee whose military base pay is less than his/her compensation from the Port, the employee will be paid the difference between their military pay and their Port pay in their regular position on their regularly scheduled pay day.

Employees eligible for the military differential pay are those called to active service in the uniformed services of the United States pursuant to a declaration of war, congressional authorization, or presidential proclamation, or national emergency. If an employee elects to use his/her annual leave during active service, the employee is not eligible to receive the differential military pay.

Employees may be required to provide their supervisor documentation to support the military differential pay calculation.

Pregnancy Leave

All female employees are eligible for an unpaid leave due to pregnancy, childbirth or related medical conditions for a period not to exceed six weeks unless otherwise provided by law. Employees who are disabled under this policy are entitled to a reasonable amount of time off, not to exceed four months. During this leave, you may use any available and unused sick and annual leave. After sick and annual leave have been exhausted, an employee may apply for a Leave of Absence Without Pay not to exceed 30 days or, for up to one (1) year when considered in the best interest of the Port and Parish, as provided by Parish Civil Service Rule IX, Sections 10 and 12.

Employees must provide written notice of your pregnancy or related disability, including a doctor's certificate, the expected date the leave will begin and your date of return to work. Employees returning from maternity leave are placed in the same or comparable position, consistent with our staffing and business requirements and applicable laws.

Civil Leaves

A full-time employee may be granted time off without loss of pay for certain civil leave, such as:

- The employee is summoned to appear before a court, grand jury, or other public body or commission, except as a plaintiff or defendant;
- The employee is directed to not report to work by the Port Executive Director due to a reduction, suspension, or closure of certain Port operations;
- The employee is a member of the Parish Volunteer Fire Department and is ordered to an active status in response to an emergency;
- The employee takes or participates in a Plaquemines Parish civil service examination;
- The employee takes an examination for a license or certificate from a State agency and such certificate or license will benefit the Port;
- The employee is subpoenaed, or requested, to appear before the Parish Civil Service Commission or its duly appointed hearing officer in a capacity other than as a party to a cause of action. Time spent at the hearing site or other designated work site, testifying or waiting to testify, shall be considered as hours worked for purposes of computing regular and overtime pay due the employee.

Declared Emergency Leave

When the Parish President declares a “State of Emergency,” an eligible full-time classified employee may request, in writing to your supervisor and HR Manager, to take Declared Emergency Leave. The written request must provide information sufficient for the supervisor and HR Manager to determine if such leave is warranted. The employee may be asked to provide supporting documentation to substantiate the leave request.



Declared Emergency Leave compensation will be paid at a rate of sixty-seven percent (67%) of the employees' regular hourly compensation and will be paid prospectively from the date of the employee's written request. Declared Emergency Leave cannot exceed three (3) consecutive pay periods. Subsequent requests for Declared Emergency Leave cannot exceed more than two (2) consecutive pay periods.

Probationary employees serving the initial working test (probationary) period are not eligible for Declared Emergency Leave. Employees who are on Leave Without Pay or Absence Without Leave immediately prior to the Parish President declaring a "State of Emergency" or "Emergency Declaration" are not eligible for Declared Emergency Leave.

Employees on Declared Emergency Leave will not earn or accrue annual or sick leave or receive holiday pay.

Any employee who fails to return to work on the first working day following the expiration of Declared Emergency Leave may be terminated. Employees on Declared Emergency Leave must update their contact information (address, phone number, etc.) and must provide up-to-date contact information to their supervisor. Failure to provide up-to-date contact information may result in leave cancellation.

Leaves of Absence

The Port may grant leaves of absence to employees who request such leave, subject to the laws, regulations, and policies applicable to the various types of leave, and all leaves granted shall be conducted in accordance with applicable law and Parish Civil Service Rules. If an employee on leave does not comply fully with the reasons stated in his or her leave application, as well as applicable laws, regulations, and policies, he/she may be subject to disciplinary action. If an employee is absent under circumstances in which he or she is not entitled to any kind of leave, this is a violation of Port policy, and such employee is not entitled to be paid for the days of unexcused absence and also may be subject to disciplinary action.

Leave Without Pay

A full-time employee may be granted leave without pay when such leave is in the best interest of the Port. Leave without pay may be granted only after all accumulated sick and annual leave has been exhausted.

Generally, leave without pay may be granted for a period not to exceed thirty (30) days. However, in the Port's discretion, leave may be granted for up to one (1) year when in the best interest of the Port as approved by the Port Executive Director. Probationary employees may be granted leave without pay during their initial probationary period, not to exceed the initial thirty (30) day period.



Any employee who fails to return to work on the first working day following the expiration of a leave without pay may be subject to disciplinary action, up to and including termination.

Special Leave of Absence Without Pay

The Port Executive Director may grant a special leave of absence to a full-time classified employee upon his/her appointment to a position in the unclassified service, provided that such leave may not exceed six (6) months. The special leave of absence will be without pay. Employees are not eligible for a special leave of absence to serve as an elected official.

Any employee who fails to return to work in his/her classified position at the expiration of the special leave of absence without pay may be subject to disciplinary action, up to and including termination.

Absence Without Leave

When an employee is absent from work without prior approval from the Port granting the employee paid leave or a leave of absence, the employee will be considered on absence without leave. Such unexcused absences will not be paid.

Pay deduction or denial to an employee for time absent without leave is not discipline. However, separate disciplinary actions may be taken against an employee for any absence without leave, including and up to dismissal, in accordance with Parish Civil Service Rules. An employee may have a right to appeal any disciplinary action taken for absence without leave as provided for Parish Civil Service Rules.

Return from Leave of Absence

An employee must promptly return to work after a leave of absence. Failure to return to work after a leave of absence may result in discipline, up to and including termination.

When an employee takes a leave of absence of five (5) or more consecutive working days for a disability, the employee will not be allowed to resume regular duties at work until the employee provides the Port with a statement from a licensed physician certifying that the employee is released to return to work without restriction or that the employee is not affected by a medical condition that interferes with the employee's ability to satisfactorily perform essential job functions. Reasonable accommodations, if any exist, may be provided to a qualifying employee with a disability in accordance with Federal and State laws and Parish Civil Service Rules.

Family and Medical Leave of Absence (FMLA)/Non-FMLA Leave

FMLA Leave of Absence

1. Family or medical leave of absence under this section shall be referred to as FMLA leave.
2. Employees who have been employed for at least 12 months (continuous or non-continuous), and have worked at least 1,250 hours of service during the previous 12-month period preceding the start of the leave, shall be eligible for up to 12 weeks of unpaid leave of absence during any rolling 12-month period for one or more of the following reasons:
 - Birth of the employee's child, and in order to care for the child within 12 months of birth;
 - Placement of a child with the employee for adoption or foster care;
 - Where the employee is needed to care for a child, spouse, or parent of the employee who has a "serious health condition;"
 - Inability of the employee to perform the functions of their position due to a "serious health condition" of the employee; or
 - Any qualifying event designated by the law arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the U.S. Armed Forces in support of a contingency operation.
3. Spouses employed by the Port may be eligible for a combined total of 12 work weeks of family leave for the birth and care of a newborn child or for the placement of a child for adoption or foster care.
4. The Port's policy also provides FMLA leave to permit a spouse, son, daughter, parent or next of kin to take up to 26 weeks of leave during any rolling 12 month period to care for a member of the U.S. Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary retired list, for a serious injury or illness.
5. Employees returning from FMLA leave will be allowed to return to their same or equivalent position upon completion of the authorized leave.
6. For more detailed information, employees can refer to the FMLA in the breakroom.



For FMLA leave, a serious health condition refers to an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

Non-FMLA Leave

1. Leave under this section will be referred to as non-FMLA medical leave.
2. In addition to FMLA leave, employees are also eligible to receive medical leave of absence due to employee illness or injury where (a) the employee is not eligible for FMLA leave, (b) the employee's illness or injury does not constitute a serious medical condition, or (c) the employee has used up their 12 weeks of FMLA leave.
3. Any employee returning from non-FMLA medical leave of absence under this section will be allowed to return to their former position if there is an opening available. If there is no opening available, an effort will be made to place the employee in another available position for which he/she is qualified and capable of performing.
4. The maximum duration of a medical leave of absence is one consecutive year from its start. Employees who do not return within this period may be terminated unless the Port determines that further reasonable accommodation is warranted. However, any FMLA-approved leave taken does not count toward the one-year limit.

Medical Certification Requirements – FMLA and Non-FMLA

The Port may require medical certification on a form provided by the Port if leave is sought to care for a child, spouse, or parent with a serious health condition, or due to illness or injury of the employee. In its discretion and at its own expense, the Port may request that a second (or third) medical opinion be secured. Subsequent medical recertification may be required at reasonable intervals.

Advance Notice – FMLA and Non-FMLA

If the need for family or medical leave is foreseeable, the employee must provide the Port with at least 30 days' notice. If unforeseeable, as much notice as practicable should be given. Failure to provide required notice may result in denial or delay of the requested leave.

Intermittent or Reduced Leave – FMLA

If medically necessary, intermittent or reduced FMLA leave may be available under certain circumstances, provided an attempt to schedule leave is made so as to not disrupt operations. Employees requiring intermittent or reduced leave may be temporarily



reassigned to an alternate position, which better accommodates the recurring periods of absence.

Benefits During Leave – FMLA and Non-FMLA

1. Group benefits coverage will be maintained during FMLA and non-FMLA medical leave of absence, up to 12 authorized leave weeks of absence during any rolling 12-month period.
2. An employee who wishes to maintain group coverage during the leave must continue to pay their portion of the premium for coverage, if any, on the same basis as if the employee had been continuously working during the leave. Payment of the employee's portion of the premium must be received by the Port by the date such payment would have been made through payroll deduction. A 30-day grace period will be allowed. Non-payment of premiums outside of this 30-day grace period will result in issuance of a COBRA (Consolidated Omnibus Budget Reconciliation Act) offer after the Port issues any warning required by law.
3. In the event that an employee fails to return to work upon completion of an approved leave of absence for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control, the employee must reimburse the Port for the entire cost of any premium payments made by the Port to maintain the employee's group coverage during the leave.
4. An employee taking a leave of absence will be required to use during the leave any available paid time off. After all benefits have been exhausted, the remainder of the leave will be unpaid. All leaves of absence and paid time off for which an employee is eligible will run concurrently.
5. While on any leave of absence, employees may not engage in any gainful employment with any other employer for whom they were not properly working prior to the leave, nor do any work inconsistent with the leave.

Return from Leave

1. Employees on leave of absence must periodically report on their status and intent to return to work.
2. The Port may require any employee returning from medical leave of absence to obtain and present a current medical certification that the employee is able to resume work, with or without reasonable accommodation that does not cause the Port undue hardship. Such certification must be provided prior to return to work.

3. Employees who fail to report to work when released to do so by a health care provider, or who fail to accept an available position upon release from a health care provider, will be subject to termination.
4. The maximum length for any leave of absence (excluding military leave) is one consecutive year from the beginning of the leave, excluding any FMLA approved leave actually taken. Employees on leave of absence (excluding military leave) who do not return to work within one year may be terminated unless the Port finds sufficient reason for further reasonable accommodation.

Release to Return to Work with Restrictions

1. An employee on medical leave of absence who is released to return to work with restrictions will be allowed to return to their former position, if it is still available, and if the employee can perform the essential functions of the job with or without reasonable accommodation that does not cause the Port undue hardship. In the event the former position is no longer available (except as provided for in FMLA leave), or the physician's restrictions prevent the employee from performing the essential functions of the position with or without reasonable accommodation, the employee may be assigned to another regular available position for which the employee can perform the essential functions of the job with or without reasonable accommodation. If no such regular positions are available for which the employee can perform the essential functions of the job with or without reasonable accommodation, the employee will remain on medical leave of absence.
2. Light/modified duty positions will not normally be created for employees who cannot perform the essential functions of a regular position with or without reasonable accommodation. However, where an employee returning from medical leave is released to return to work with restrictions anticipated to be of a short duration, the Port may, at its sole discretion, create temporary assignments for that employee in order to assist the employee in their return to work. Such light/modified duty assignments may not extend beyond 30 days. If the employee has still not been released by a health care provider to perform the essential functions of an available regular position with or without reasonable accommodation at the end of thirty (30) days of temporary assignments, the employee will be placed back on medical leave of absence.

Electronic Systems, Devices and Communications

The Port respects the privacy of its employees. However, privacy rights do not extend to the use of Port-owned computers, electronic systems, property, equipment or supplies, or to work-related products produced with Port-owned electronic devices or other Port property, and employees have no reasonable expectation of privacy in connection with the use of such Port property or work-related products produced with Port property.

The Port's electronic equipment, services, devices, systems, hardware, and software, including e-mail and voicemail, are Port property and are to be used only for business purposes. All Internet access is to be for business purposes only. Harassment, discrimination, and retaliation policies apply to the use of all computers, e-mail, cell phone, and electronic devices. For example, the sending, browsing or downloading of obscene material, off-color jokes, or slurs is strictly prohibited. Port employees are prohibited from using Port-provided electronic services devices in any manner that may be offensive, abusive, obscene, harassing, or illegal. Prohibit conduct includes, but is not limited to:

1. Engaging in illegal, fraudulent, or malicious conduct;
2. Sending any communication that violates the Port's Code of Conduct, Code of Ethics, and Anti-Discrimination/Harassment policies;
3. Sending, receiving, or storing offensive, obscene, pornographic, or defamatory material, including visiting any websites that contain pornography, nudity, or profanity;
4. Sending communications that defame others;
5. Engaging in unprofessional conduct towards other individuals; and
6. Distributing or storing chain letters, off-color jokes, or other non-business material.

Employees encountering or receiving this kind of material must immediately report the incident to their supervisor.

While Port employees have individual passwords to Port email, voicemail, and computer network systems, these systems are and will be at all times accessible to authorized Port personnel, such as IT or the Port Executive Director. The Port reserves the right to inspect, monitor, and have access to its electronic systems and devices. All system passwords must be made available to the Port at all times upon request by the Port. The Port may maintain back-up copies of emails and voicemails either sent or received, and these records, as well as the usage records of Port's computer network systems, may be reviewed by Port.

Inappropriate or excessive personal use of the Port's telephone, electronic, or computer network systems may result in disciplinary action, up to and including termination.



Port Issued Cellular Phones

The Port may provide cell phones to employees to enhance its operations and improve efficiency. Based on a position's duties and responsibilities, the Port Executive Director or his/her designee will designate those positions that may be issued cell phones. Such phones are and will remain the property of the Port.

Port-issued cell phones must be used for Port business only. Upon separation of employment from the Port, employees must immediately return Port-issued cell phones to the Port.

Social Media and Internet Use

Your responsibility to the Port does not end when you are off the clock, and Port employees are expected to use social media responsibly. Social media can take many different forms, including internet forums, e-mails, blogs, wikis, pictures, videos, instant messaging, and other platforms. Applications include but are not limited to Facebook, LinkedIn, TikTok, Snapchat, Twitter, YouTube, Wikipedia, Flickr, Yahoo groups, WordPress, and Google Blogs. This policy is meant to include all forms of social media.

The Port acknowledges that its employees have the right under the First Amendment as private citizens to speak out on matters of public concern. However, the Port has the right to regulate the speech of employees in specific circumstances. Accordingly, it is essential that employees conduct themselves in such a way that their personal and/or professional use of social media does not adversely affect their position with the Port. The Port's rules and policies on discrimination, ethics, and confidentiality apply to employees' electronic and social media use.

This policy is not intended to and does not restrict communications or action protected by the law, such as discussing wages, benefits, or terms and conditions of employment.

The following general rules apply:

1. Employees must adhere to the Port's Employee Handbook and its policies when using social media. The Port does not tolerate discrimination, harassment, and retaliation, including discrimination or harassment based on age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender, gender identity, national origin, citizenship, disability, or marital status or any other legally recognized protected basis under applicable federal, state, or local laws.
2. Employees may not disclose confidential information.
3. Employees should be aware of the effect their actions may have on their images and that of the Port. Anything that you post that could potentially harm the reputation of the Port, its products or services will ultimately be your responsibility. Employees should exercise sound judgment and common sense.



4. Employees are not authorized to speak on behalf of the Port online or engage in any other social media activity on behalf of the Port. Employees may not represent or give the appearance of representing the view, positions, or statements of the Port.

Social media conduct that violates this policy may be subject to disciplinary action, up to and including termination, even if the conduct occurs off of Port premises or during non-working hours.

Media Relations

Any media inquiry seeking the Port's position should be directed to the Port Director of Communications. No other employee is allowed to speak on behalf of the Port. All papers, articles, speeches or presentations (including postings on social media such as Facebook and Twitter) on behalf of the Port must be approved by the Port Executive Director or Chief Administrative Officer prior to publication or presentation. In some cases, legal review by General Counsel may be required.

Records Policy

Records of the Port are public records unless exempt by applicable laws and/or regulations.

Port employees who have custody or control of any public record must comply with all applicable laws, regulations, and Port policies and procedures regarding such records, and employees must exercise diligence and care in preserving such records for the required period(s) of time according to the applicable retention schedules, including those developed and approved by the Port and the State of Louisiana. Some public records may need to be retained permanently, and employees must also comply with applicable laws, regulations, and Port policies and procedures regarding such permanent records.

Port records related to litigation or audits shall not be destroyed in any case where litigation or an audit is threatened or pending. Before any records related to threatened or pending litigation or audits may be destroyed, the Port Executive Director must be notified in advance and give his written approval.

Personnel Records

The Port maintains certain personnel records for all employees in accordance with Federal and State law. It is the duty of the employee to furnish the personnel office with certificates, transcripts, statements of degrees, and other educational experience related documentation. It is an employee's responsibility to notify their supervisor of changes in personal status or those that will affect the employee's personnel record, to include:

- Name and telephone number of person to be contacted in case of emergency
- Marital status



- Number of withholding exemptions claimed
- Home address and telephone number
- Enrollment changes in health insurance program
- Persons to be covered by the health insurance program

The Port Chief Administrative Officer is the Port's official custodian of all employee personnel records, and requests for the viewing of personnel files shall be directed to the Port Chief Administrative Officer. Additionally, the Parish Civil Service Commission serves as custodian of records for classified employees and also maintains personnel records for classified employees.

The Port Chief Administrative Officer may grant access to information maintained in an employee's personnel record to current employees, as determined by the Port and in compliance with applicable law. The Parish Civil Service Commission also has access to employee records pursuant to Parish Civil Service Rules.

Any violation of this policy, including the unauthorized dissemination of information in a personnel record, may be subject to discipline, up to and including termination.

Public Records

Public records of the Port shall be made available for inspection by any person at reasonable times during working hours. Official records of the Port shall not leave Port premises except for official Port business. Copies of Port records may be requested at any time. The Port may require any person making the request to reimburse the Port for the actual fees and costs incurred prior to providing any document, record, or item, unless the person is exempted from providing reimbursement. Information and documents which are exempt from the public records law, or which are otherwise privileged under applicable law, are not subject to inspection or duplication.

Requests for the viewing of public records shall be directed to the Port Deputy Director. Any person may request in writing to see such public records during normal working hours at a mutually agreeable time with the Port. Any request to view records shall clearly state the specific records desired.

Ethics and Conflicts of Interest

Conflicts of Interest

Employees may not engage in, or have financial interest in, any activity that represents a perceived or actual conflict of interest with their duties and responsibilities as employees of the Port. Conflicts of interests may include, but not be limited to, ownership or interest in a business that contracts with the Port; receipt of anything of value, such as supplemental compensation or benefits, by any other entity for work performed at the Port or for any



entity to receive any benefit from the Port; participation in a transaction involving the Port in which you have a personal substantial economic interest or involving a substantial economic interest for any immediate family member, prospective or current employer, etc.

An employee who believes he or she has or may have a conflict of interest must disclose the interest to the Port Executive Director or his/her designee so that the Port may ensure that its interests are protected. Contact the Chief Administrative Officer if you have questions regarding a possible conflict of interest or outside work.

Outside Employment

Employees may not engage in, or have financial interest in, any activity that represents a conflict of interest with their duties and responsibilities as employees of the Port. An employee who believes he or she has or may have a conflict of interest shall disclose the interest to the Port Executive Director or his/her designee so that the Port may ensure that its interests are protected. Contact the Port Chief Administrative Officer if you have questions regarding a possible conflict of interest or outside work.

Use of Position for Personal Benefit

Port employees may not use their office or position, directly or indirectly, to compel or coerce any other person to provide anything of economic value to anyone else or compel or coerce any other person to engage in political activity.

Employees may not use their positions with the Port for the purpose of attempting to sell products or services. Port products may not be ordered or sold without the permission of the Port Executive Director.

Employees may not recommend, endorse, or require other employees to purchase any product, material, or service in which the employee or the employee's immediate family member has a financial interest, or that is sold by a company that employs the Port employee during non-work hours.

Nepotism

The Port complies with applicable laws regarding nepotism. The Port generally permits the employment of qualified relatives of employees, as long as the employment does not, in the Port's discretion, create a conflict of interest. The employment and assignment of personnel within the Port shall be in accordance with appropriate ethical standards, applicable law, and Parish Civil Service Rules.

Romance in the Workplace

In order to minimize the risk of conflicts of interest and promote fairness, it is the Port's policy that no person in a management or supervisory position shall have a romantic or dating relationship with an employee whom he or she directly supervises or whose terms



or conditions of employment he or she may influence (examples of terms or conditions of employment include promotion, termination, discipline, and compensation).

An individual involved in a relationship with another Port employee may be asked to sign a document acknowledging that their relationship is free from coercion and harassment. Workplace dating or romantic relationships must not interfere with any employee's professionalism, including treating others with respect and refraining from behavior that may make others feel uncomfortable (for example, overt physical displays of affection and using sexual language).

Employees in violation of this policy may be subject to corrective action, up to and including termination of employment.

Gifts to Employees

Port employees may not solicit, accept, or receive, either directly or indirectly, anything of economic value as a gift or gratuity from individuals or companies who do business with the Port or seek to do business with the Port. Further, employees may not accept or solicit any gift, favor, service, or other benefit from anyone that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities with the Port. Reduced cost and/or free travel expenses are also considered gifts under this policy.

However, this policy does not prohibit employees from accepting food or drinks while participating in a social event, provided the value of the food, drink, or refreshment does not exceed that amount permitted under applicable law. If you have any questions about whether a gift is permissible under this policy, ask the Port Chief Administrative Officer.

Political Activities

“Political activity” means an effort to support or oppose the election of a candidate for political office or to support a particular political party in an election as defined in Parish Civil Service Rule XV.

Classified employees are prohibited from engaging or participating in political activity, including, but not limited to:

1. Becoming a candidate for nomination or election to public office;
2. Becoming or being a member of any national, state, or local committee of a political party or faction;
3. Making or soliciting contributions for any political party, faction, or candidate; and
4. Taking active part in the management of the affairs of a political party, faction, candidate, or any political campaign;
5. Taking active part in an effort to recall from office an elected public official;



6. Seeking, soliciting, or attempting to coerce any person, including any employee in the classified service, to participate in any effort to recall an elected public official or to sign a recall petition.

This policy does not prohibit a classified employee from exercising their right as a citizen to express their opinion privately, to serve as a commissioner or official watcher of the polls, or to vote in elections. Additionally, this policy does not prohibit a classified employee from signing a recall petition.

No person shall solicit contributions for political purposes from any classified employee or official or use or attempt to use his/her position to punish or coerce the political action of a classified employee. Employees should immediately report all such conduct to Human Resources.

A classified employee may not serve as an elected official while holding any position in the classified service.

Classified employees have a duty to report prohibited political activity in accordance with Parish Civil Service Rule XV, Section 2.1.

Drug Free Workplace

The Port is committed to a drug-free work environment. An employee who conducts Port business and/or is at work in an impaired condition as a result of substance abuse impedes job performance, jeopardizes the safety of the workplace, and will be subject to disciplinary action.

As part of our program to provide a safe and healthy environment for our employees and customers, a drug test may be required for any employee at any time in accordance with this policy, applicable law, and Parish Civil Service Rules.

Standards of Conduct

Employees are expected to perform all assigned duties and responsibilities in a competent, professional, and ethical manner. Port employees must demonstrate high standards of professional commitment and preparation, as well as honesty and integrity. All employees and any other person affiliated with the Port must be familiar with and follow all Port policies and rules and applicable local, state, and federal law and regulations, including decisions of the Parish Civil Service Commission.

There is no way to identify every possible violation of standards of conduct, and certain actions are unacceptable even in the absence of formal Port policy.

Dress Code

All employees must dress appropriately and professionally during work hours or when representing the Port. Employees in a position requiring a specific uniform must wear that uniform in accordance with specific policy supplied by their supervisor.

All employees shall wear professional attire to include dresses, suits, skirts, blouses, sweaters, slacks, collared shirts and professional shoes. Jeans are generally inappropriate attire, except on days designated by the supervisor.

The following are inappropriate and shall not be worn:

1. Tank tops, halter tops, or spaghetti strap tops or dresses;
2. T-shirts including those with logos or novelty designs;
3. Beach thongs, flip flops, shower shoes, house shoes, Crocs, flip-flops;
4. Torn, ripped or faded clothing;
5. Untraditional ear piercings (*e.g.*, gauges, industrial type piercings, overly large earrings, excessive number of ear piercings);
6. Spandex dresses, pants, or shirts;
7. Shorts, skorts, ultra-short skirts
8. Baseball caps, sports caps, or knit caps;
9. Athletic attire (workout clothes, sweatpants, sweatshirts, jogging suits)
10. Employees shall not be barefoot in workplace at anytime;
11. Clothing items, including accessories, face coverings (or anything else that can be worn on the body or brought to work) that contain words, terms, images, or messages that promote or denigrate political/religious/social views, promote hatred or violence in any form, or violate the Port's discrimination/harassment/retaliation policies are prohibited. This policy is not intended to and does not restrict communications or action protected by the law, such as discussing wages, benefits, or terms and conditions of employment.

For additional information on appropriate work attire, please refer to the Port's Dress Code Policy or contact the Chief Administrative Officer.

Solicitation and Distribution

To protect our employees, customers, and visitors, our policy is to prohibit non-employees from conducting any form of solicitation or distribution on Port premises. Employees are not allowed to solicit while they are supposed to be working or while those employees who they are soliciting are supposed to be working. Additionally, employees are not allowed to distribute any materials while the employee who is distributing is supposed to be working or while the employees to whom the materials are being distributed are supposed to be working, and distribution is not allowed in work areas at any time.





POLICIES AND PROCEDURES

Discipline Policy

It is the policy of the Plaquemines Port, Harbor & Terminal District that all employees are expected to comply with recognized acceptable standards of behavior and performance and that any noncompliance with the standards must be corrected.

Procedures

Under normal circumstances, the Port endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. The Port does retain the right to administer discipline in any matter deemed fit. This policy does not in any way restrict our right to bypass the disciplinary procedures suggested.

When an employee's behavior falls below the required standard of conduct, the employee's immediate supervisor will typically address such behavior with the employee and may initiate corrective action, which may generally include the following procedures:

1. If an employee is not meeting appropriate standards of behavior or performance, the employee's supervisor should take the following action:

- a. Meet with the employee to discuss the matter.
- b. Inform the employee of the nature of the problem, the actions necessary to correct it, a time frame given to make the corrections (if applicable), a notification that any future violations will result in more severe disciplinary actions up to and including discharge; and
- c. Complete an Employee Warning record Form for the supervisor's own files indicating the meeting has taken place.
- d. Depending on the severity of the discipline problem, a written reprimand or more severe forms of discipline can be issued at this time.

2. If there is a second occurrence, the supervisor should hold another meeting with the employee and take the following action:

- a. Issue a written reprimand of warning using the Employee Warning Record Form. Include the nature of the problem, action(s) necessary to correct it, and a time frame in which corrections should be made (if applicable).
- b. Warn the employee that a third incident may result in more severe disciplinary action, up to and including discharge; and

Prepare and forward to the Chief Administrative Officer the completed Employee Warning Record Form describing any prior actions/incidents and summarizing the action (s) taken during the meetings with the employee. (This information will be added to the employee's file).

c. Depending on the severity of the discipline problems, a written reprimand or more severe form of discipline can be issued at this time.

3. If there are additional occurrences, the supervisor should take the following action, depending on the severity of the conduct:

- a. Issue a second or subsequent written reprimand or warning; o
- b. Suspend the employee for up to 1 week (requires Chief Administrative Officer action); or
- c. Suspend the employee indefinitely and recommend demotion or termination.
- d. Prepare and forward to Chief Administrative Officer another Employee Warning Report Form describing the occurrences, indicating the time between occurrences and summarizing the action taken or recommendation and its justification. (This information will be added to the employee's file.)

The progressive disciplinary procedures described above may also be applied to an employee who is experiencing a series of unrelated problems involving job performance and behavior.

In cases involving serious or gross misconduct, or any time the supervisor determines it is necessary, such a major breach of policy or violation of law, the procedures above may be disregarded.

Serious or gross misconduct includes, but is not limited to:

- Violations of Plaquemines Port Drug/Alcohol Policy
- Sexual, racial or other harassment;
- Workplace violence;
- Serious safety violation (including a series of repeated safety violations);
- Theft/misappropriation/unauthorized possession of Port Property;
- Repeated or flagrant violations of any Port Policy or Civil Service Rule; or
- Commission of a serious crime or an illegal act on PPHTD property, in a PPHTD vehicle or during working hours.



In the event of serious or gross misconduct by an employee, the supervisor should notify the Port Executive Director, and Chief Administrative Officer and seek approval to suspend the employee and, if appropriate, recommend termination of the employee. An investigation of the incidents leading up to the suspension should be conducted to determine what further action, if any, should be taken.

Employees suspended from work will generally not receive pay nor accrue employee benefits during this suspension.

The Chief Administrative Officer shall review and approve all recommendations for termination before any final action is taken.

Employees who believe they have been disciplined too severely or who question the reason for discipline are encouraged to use the Grievance procedures. Post-probationary employees who disagree with a suspension have the right to appeal the suspension to the Civil Service Commission.

If a disciplined employee works a full year without further disciplinary action under this policy, the next failure to meet behavior or performance standards may be treated as a first occurrence under this policy. However, the Port may still consider all past disciplinary actions in evaluating the employee.

Drug and Alcohol Policy

The Port is committed to providing a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs as classified under Federal, State, and Local laws while employees are on the Port's premises, operating Port-provided vehicles, or conducting Port business away from the workplace. Employees that work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work.

Safety is important at the Port and all employees should conscientiously follow safe work practices and conduct themselves in a safe manner which will achieve maximum productivity of high quality in a safe working environment. In pursuit of those objectives, as well as the necessity to protect Port assets and our citizens, no potentially dangerous substances are allowed in or on Port property, vessels or vehicles, or in your possession during work time. Furthermore, Port policy prohibits an employee's use of drugs off of Port property or after hours if such use will result in the presence of detectable levels of the drug in the employee's system during working time or while on Port property. Some examples of prohibited substances are alcoholic beverages, barbiturates, amphetamines, heroin, cocaine, crack, LSD, PSP, and recreational marijuana.

But remember, these are only examples — we are talking about any substance which may affect your performance, reliability, judgment, coordination, reactions or senses. A violation of this policy will be considered "gross misconduct."



This policy does not prohibit employees from the lawful use and possession of prescribed medications or the use of medical marijuana in accordance with the Louisiana Therapeutic Marijuana Act. Employees must, however, consult with their doctors about the effect of the medications on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so. The use of medical marijuana while at work and any impairment resulting therefrom is strictly prohibited.

As a further precaution against the use of prohibited drugs, employees may be requested or required to submit to drug and alcohol testing in accordance with applicable law under the following circumstances:

A. Testing Based on Reasonable Suspicion

Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs, including marijuana, or alcohol, or both.

Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under Federal or State law to treat a disability should inform their supervisors if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

B. Random Testing

Employees in safety or security-sensitive positions or positions requiring the operation of Port vehicles or vessels are subject to drug and alcohol testing on a random basis.

C. Post-Incident Testing

Employees involved in any work-related accident or incident involving the violation of any safety or security procedures shall be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage.

Post-accident testing should be conducted as soon after the accident as possible, but not later than 12 hours after the accident.

D. Pre-Employment Testing

All job applicants are subject to drug and alcohol testing. All offers of employment with the Port are conditioned on the applicant submitting to and successfully completing and passing a drug and alcohol test in accordance with the testing procedures described in this policy.

Testing Procedures



All drug and alcohol testing under this policy will be conducted a laboratory certified in accordance with Louisiana law, and the results will be reviewed by a medical review officer (“MRO”) who shall be a licensed physician experienced in drug/alcohol disorders and in interpreting and evaluating positive test results. Such laboratory shall have professionally trained collection personnel and strict confidentiality requirements.

Generally, a urine sample or blood sample typically will be requested. However, the testing physician or laboratory may direct that a breath sample also be obtained.

Cost of tests required by the Port will be paid by the Port.

Privacy

All information, interviews, reports, statements, memoranda, or test results received by the Port through its drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing or civil litigation where drug use by the tested individual is relevant or as otherwise required under applicable law.

All records relating to an employee or applicant's drug and alcohol test results will be maintained separately from the individual's personnel file.

Results of Positive Screening

Employees who test positive, refuse to submit to drug/alcohol testing, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances and applicable legal requirements, the Port may allow the employee to remain employed on the condition that the employee successfully completes a rehabilitation program approved by a healthcare provider and acceptable to the Port. The Port’s decision will be based upon factors such as the employee’s longevity and past work performance.

Any costs for the rehabilitation program must be paid for by the employee to the extent not covered by insurance. This rehabilitation program option may only be used once by an employee during all employment with the Port. The Port may require random testing of any employee who is attending or has successfully completed such a rehabilitation program. Any positive test will result in discharge.

NOTE: Employees should be aware that, in certain positive test situations, unemployment and/or workers’ compensation benefits may be forfeited.



Acknowledgment

I acknowledge that I have received a copy of the Plaquemines Port Harbor & Terminal District's Drug and Alcohol, and that I read it, understood it, and agree to comply with it. I further understand that any violation of the policy may result in disciplinary action, including up to termination.

PRINT NAME:

SIGNATURE: _____

DATE: _____

WITNESS PRINT NAME: _____

WITNESS SIGNATURE: _____

DATE: _____



Family and Medical Leave (FMLA)

Policy Memorandum # 3

Plaquemines Port, Harbor & Terminal District is required to comply with the Federal Family Medical Leave Act (FMLA) of 1993. The Port reserves the right to designate FMLA leave as needed to any eligible employee. FMLA leave runs concurrently with Annual Leave and Sick Leave. The Port requires employees to use first all available paid time off as qualifying FMLA time toward the 12-week limit.

FMLA entitles eligible employees to take up to 12 weeks unpaid, job-protected leave in a 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth or placement of a child for adoption or Foster care within 12 months of birth or placement of the child;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- For a serious health condition that makes the employee unable to perform the employee's job.

Spouses employed by the Port may be eligible for a combined total of 12 work weeks of family leave for the birth and care of a newborn child or for the placement of a child for adoption or foster care.

Eligible employees with a spouse, son, daughter or parent on active duty or call to active-duty status in the Armed Forces may use their 12 week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

The Port's policy also provides up to 26 weeks of unpaid FMLA leave during any rolling 12-month period for an eligible employee to care for a "covered service member" who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary retired list for a serious injury or illness. A military family member includes a spouse, son, daughter, parent, or "next of kin." A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces), and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.



Intermittent or Reduced Leave

Leave under FMLA may be continuous, intermittent, or reduced when medically necessary. FMLA may be taken in increments as small as one hour. Employees should make an attempt to schedule leave so as to not disrupt operations. Employees requiring intermittent or reduced leave may be temporarily reassigned to an alternate position, which better accommodates the recurring periods of absence.

Eligible Employees

To be eligible for FMLA, an employee must have worked for the Port for at least 12 months (which need not be consecutive) AND have completed 1,250 hours during the 12-month period prior to commencement of the leave. The FMLA Leave period is the 12-month period during which an eligible employee may take up to 12 weeks of unpaid leave, which will be calculated at the onset of the employee's qualifying reason for leave. Tracking of FMLA leave used under the rolling calendar year or 12-month period measures backwards from the date the employee begins to use any FMLA leave. FMLA regulations specifically provide for retroactive designation if applicable.

Procedure

- A. An eligible employee who wishes to take FMLA must provide his/her supervisor with 30 days advance notice when leave is foreseeable. If 30 days advance notice is not possible or if the leave is not foreseeable, notice must be provided as soon as possible. Failure to provide required notice may result in denial or delay of the requested leave. At the time of the request, the employee may complete a "Family Medical Leave Request Form". Once FMLA is requested or designated by the Port, the employee will receive an information packet containing the full policy, forms, rights and duties of the FMLA for both the employee and the Port. This information can also be found on the FMLA Poster which is posted in the breakroom.
- B. Eligible employees may be required to submit medical certification to support a request for leave. Subsequent medical recertification may be required at reasonable intervals. The medical Certification of Health Care Provider serves as a "doctor note" to certify the reason and expected duration of the extended medical leave in writing. All requests for medical leave must be accompanied by a doctor's statement verifying total disability and estimated date of return to work. Further, the Port requires written medical verification of your ability to resume work and a list of restrictions, if any, that would directly relate to your ability to perform your job.
- C. An employee taking a leave of absence will be required to use during the leave any available paid time off. After all benefits have been exhausted, the remainder of the leave will be unpaid. All leaves of absence and paid time off for which an employee is eligible will run concurrently.



Benefits During FMLA Leave

A. Health and dental benefits will continue during the authorized leave period of up to 12 weeks during any rolling 12-month period provided the employee makes his/her regular, bi-weekly/monthly contributions to the plan on the same basis as if the employee had been continuously working during the leave. Payment of the employee's portion of the premium must be received by the Port by the date such payment would have been made through payroll deduction. A 30-day grace period will be allowed. Failure to pay premiums may result in lapse of coverage and in issuance of a COBRA (Consolidated Omnibus Budget Reconciliation Act) offer after the Port issues any warning required by law. Contact the Chief Administrative Officer for specific details on continuing benefits while on leave.

B. In the event that an employee fails to return to work upon completion of an approved leave of absence for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control, the employee must reimburse the Port for the entire cost of any premium payments made by the Port to maintain the employee's group coverage during the leave.

Return from Leave

A. Employees returning from FMLA will be restored to their same or equivalent position with equivalent pay and benefits upon completion of the leave.

B. Employees returning from a medical FMLA may be required to present medical certification of fitness for duty prior to returning to work that certifies that the employee is able to resume work, with or without a reasonable accommodation that does not cause the Port undue hardship. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until such medical certificate release is provided.

C. Employees who fail to report to work when released to do so by a healthcare provider, or who fail to accept an available position upon release from a healthcare provider will be subject to termination.

D. Following the conclusion of protected leave, the employer will decide whether non-FMLA leave should apply. The maximum length for any leave of absence (excluding military leave) is one consecutive year from the beginning of the leave, excluding any FMLA approved leave actually taken. Employees on leave of absence (excluding military leave) who do not return to work within one year may be terminated unless the Port finds sufficient reason for further reasonable accommodation.

Release to Return to Work with Restrictions

1. An employee on medical leave of absence who is released to return to work with restrictions will be allowed to return to their former position, if it is still available, and if

the employee can perform the essential functions of the job with or without reasonable accommodation that does not cause the Port undue hardship. In the event the former position is no longer available (except as provided for in FMLA leave), or the physician's restrictions prevent the employee from performing the essential functions of the position with or without reasonable accommodation, the employee may be assigned to another regular available position for which the employee can perform the essential functions of the job with or without reasonable accommodation. If no such regular positions are available for which the employee can perform the essential functions of the job with or without reasonable accommodation, the employee will remain on medical leave of absence.

2. Light/modified duty positions will not normally be created for employees who cannot perform the essential functions of a regular position with or without reasonable accommodation. However, where an employee returning from medical leave is released to return to work with restrictions anticipated to be of a short duration, the Port may, at its sole discretion, create temporary assignments for that employee in order to assist the employee in their return to work. Such light/modified duty assignments may not extend beyond 30 days. If the employee has still not been released by a health care provider to perform the essential functions of an available regular position with or without reasonable accommodation at the end of thirty (30) days of temporary assignments, the employee will be placed back on medical leave of absence.

Contact the Chief Administrative Officer for a full explanation of your rights.

Sexual Harassment Policy

It is the policy of the Port that all employees should be able to enjoy a work environment free from all forms of discrimination, including sexual harassment. Therefore, the Port strictly prohibits all forms of discrimination or harassment of an employee, including discrimination or harassment based on race, sex, sexual orientation, gender, gender identity, color, age, national or ethnic origin, pregnancy, ancestry, marital status, veteran status, military status, disability, religion, genetic trait or information, or any other legally protected status or characteristic under applicable federal, state, and local laws.

Sexual Harassment includes unwelcome advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work



environment. *Harassment, other than Sexual Harassment, is addressed in separate policies.*

The Port is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to their supervisor. If their supervisor is the alleged harasser, or if an employee does not wish to report the matter to his/her supervisor, the employee may submit the complaint directly to the Chief Administrative Officer. If employees do not report harassing conduct, the Port may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

The Port will conduct a prompt, thorough, impartial investigation of all complaints of discrimination, harassment, or retaliation in as confidential a manner as possible, and will take prompt and appropriate action. A finding that inappropriate conduct occurred will result in the appropriate disciplinary action, which, depending on the circumstances, may be a warning, suspension, demotion, transfer, or termination.

The Port prohibits any form of retaliation against employees for bringing complaints or providing information about harassment. No one will be subject to, and the Port prohibits, any form of discipline, reprisal, intimidation, coercion, discrimination, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

Policy Objectives

- A. To provide a workplace that is free of any form of sexual harassment, and which is conducive to efficient, productive public service.
- B. To ensure that no employee should be subjected to unsolicited, unwelcome, or offensive sexual overtures or conduct, either verbal or physical.
- C. To provide for a procedure where employees may seek relief from all forms of unwelcome sexual harassment without fear of retaliation.
- D. To provide corrective consequences to individuals found to be in violation of this Policy.
- E. To ensure employees feel free to report sexual harassment by strictly prohibiting retaliation.

Policy Scope



This policy applies to all Port employees and prohibits sexual harassment at the workplace and Port-sponsored events. The Port will not tolerate any form of sexual harassment, regardless of whether such harassment is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments or jokes, unwelcome sexual advances, or requests for sexual favors);
- Physical (for example, assault or inappropriate physical contact);
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures);
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, X (formerly Twitter), Instagram, Snapchat, TikTok, etc.); and

This list is illustrative only and not exhaustive. No form of sexual harassment will be tolerated.

A. Supervisor Responsibility

All employees, supervisors, and appointing authorities are prohibited from involving themselves or other employees or persons in unwelcome conduct that constitutes sexual harassment. Violation of this policy will result in corrective administrative and/or corrective disciplinary action up to and including termination.

At a minimum, all allegations of sexual harassment are to be reported to the Port Chief Administrative Officer.

Supervisors are also responsible to insure an employee who files a claim for sexual harassment remains free from any form of retaliation from any source doing so.

B. Employee Responsibility

All employees are responsible for conducting themselves in a courteous, civil and respectful manner toward all persons. The use of coarse, profane, vulgar or discourteous language or unwelcome behavior toward supervisor, subordinate, or fellow employee or toward a citizen is strictly prohibited.

Any employee who is subjected to unwelcomed, prohibited or illegal sexual harassment, as specified in this policy, should promptly take the following steps:

1. Politely, but firmly tell whoever is initiating the prohibited acts or behavior that it is offensive and or unwelcome to immediately stop; and if it does not stop, or acts committed already constitute sexual harassment then as soon as possible, report the matter to your supervisor or a Port administrator, such as the Chief Administrative Officer, Human Resources Manager, or Executive Director.



At any time, employees have the right to discuss their complaint with anyone in higher management with whom they feel comfortable or with Port Chief Administrative Officer.

2. The matter will be quickly, thoroughly and impartially investigated. Confidentiality will be maintained to the greatest extent possible.

3. .

Port management is counting on all employees to assist in making sure that the commitments of this policy are fulfilled. Therefore, any person who witnesses or otherwise has knowledge of any improper conduct or discriminatory act is to promptly report as is set forth above

C. Port Chief Administrative Officer Responsibility

The Chief Administrative Officer may advise the complaining employee to file a grievance with the usual steps of the grievance procedure waived. It would automatically be filed with the grievance Resolution Committee (GRC), who in turn will notify the proper supervisor or superintendent if applicable and necessary.

In all cases, the Chief Administrative Officer is responsible for ensuring the matter is investigated in a quick, thorough and impartial manner.



Confidentiality

Every reasonable effort will be made to maintain confidentiality in investigations of sexual harassment.

Prohibition against Retaliation

Any form of retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited.

Equal Opportunity Philosophy and Statement

Plaquemines Port, Harbor & Terminal District is an Equal Employment Opportunity Employer (EEOE). Accordingly, we promote equal opportunity in the areas of recruitment, employment, compensation, training, development, transfer, promotion, termination and retirement. Our employment practices are without regard to race, sex, sexual orientation, gender, gender identity, color, age, national or ethnic origin, pregnancy, ancestry, marital status, veteran status, military status, disability, religion, genetic trait or information, or any other category protected by federal, state or local antidiscrimination laws.

In support of this philosophy, we have developed the attached Workplace Harassment Policy.

An effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Any employee who believes they have suffered from discrimination or harassment has the responsibility to report this concern to their supervisor or the Port Chief Administrative Officer.

Workplace Harassment Policy

It is the intent of Plaquemines Port, Harbor & Terminal District to provide and maintain a workplace free of all types and forms of harassment, including but not limited to harassment based on race, sex, sexual orientation, gender, gender identity, color, age, national or ethnic origin, pregnancy, ancestry, marital status, veteran status, military status, disability, religion, genetic trait or information. Specifically, all employees are prohibited from initiating, directing, engaging or participating in verbal or physical conduct that harasses, denigrates, shows hostility, insults or involves offending acts such as epithets, slurs, negative stereotyping, threatening behavior, public humiliation, or posting, distributing, crating or displaying written or graphic materials which serve to offend and harass an individual or group of individuals.

Policy Objectives



- A. To provide a workplace that is conducive to efficient, productive public service and free of any type of harassment.
- B. To ensure employees that they do not have to endure harassment by any other employee of Plaquemines Port, Harbor & Terminal District.
- C. To provide for a procedure where employees may seek relief from all forms of workplace harassment.
- D. To provide corrective consequences to individuals found to be in violation of this policy.

Policy Scope

This policy applies to all Port employees and prohibits harassment at the workplace and at Port-sponsored events. Harassment includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, X (formerly Twitter), Instagram, Snapchat, TikTok, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

It is the responsibility of every employee, and appointing authority to promote a workplace free of harassment and to comply with this policy. Any employee who fails to comply with this policy shall be subject to corrective disciplinary action up to and including termination.

No Port employee is exempt from the requirement of this policy. Under no circumstances should an inappropriate situation be allowed to continue by not reporting it, regardless of the offending party.

Sexual harassment is covered under a separate policy statement.

Procedure

A. *Employee Responsibility*

Any employee who believes that a supervisor's, manager's or other employee's or non-employee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible.



The report or complaint should normally be made to the employee's supervisor or department head or to the Port Chief Administrative Officer. If the complaint involves the supervisor or department head, employees may contact anyone on management with whom they feel comfortable.

B. Supervisor's Responsibility

Each supervisor has a responsibility to assist in maintaining a workplace that is free of harassment. This duty includes discussing this policy with all employees and assuring them that they do not have to endure insulting, threatening or embarrassing treatment.

Each supervisor also has a responsibility to thoroughly, promptly, and impartially investigate complaints of workplace harassment, and to take, recommend or carry out appropriate action against any employee who is proven to be in violation of this policy. This includes periodically inspecting work location and facilities on a regular basis to ensure that no offensive materials are posted or displayed.

Upon notification of any and all allegations of harassment by an employee being harassed, the supervisor or department head, as appropriate, shall notify the Chief Administrative Officer of the report. Additionally all investigation reports will also be supplied to the Chief Administrative Officer.

Prior to any final action being taken, the department head or supervisor will meet with the Chief Administrative Officer for final review of the action.

C. Chief Administrative Officer Responsibility

The Chief Administrative Officer is responsible for reviewing all documentation of the investigations conducted by department heads and supervisors. He/She shall review all recommended final action for appropriateness before action is taken.

If the report made by the employee concerns a supervisor or department head, the Chief Administrative Officer is responsible for conducting a thorough, prompt and impartial investigation.

Confidentiality

Every reasonable effort will be made to maintain confidentiality in investigations of workplace harassment.

Prohibition against Retaliation

Any form of retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited.



Port Vehicle Use Policy

Operating of a Port vehicle is both a privilege and a responsibility. All employees shall comply with state and federal laws as well as Port policy, procedures, rules and orders governing vehicles, their care, and operation.

Violation of these laws and Port policy/procedures will result in the removal of your driving privileges and possible termination.

Driver Responsibilities

- A. Employees must maintain a proper and current Louisiana driver's license. Port employees are not permitted to drive Port vehicles in the event their license has been revoked, suspended, expired or otherwise impeded. If for any reason, an employee's driver's license is revoked, suspended, or restricted, it is **MANDATORY** that the Chief Administrative Officer be notified immediately.
- B. Eligible drivers are responsible for driving their vehicle in a safe and professional manner and abiding by all driving laws.
- C. If for any reason, the Port insurance carrier excludes a Port employee from driving a Port assigned vehicle, the employee will be required to acknowledge that he/she is an excluded driver and forbidden to drive any Port vehicle, and/or in the case of a contract employee, required to provide their own transportation.
- D. No person other than the employee assigned to the vehicle shall operate the vehicle unless that person is an employee of the Port AND is on the approved driver list.
- E. Employee family members are not permitted to drive Port Vehicles.
- F. Insurance ID cards are to be kept in the glove box at all times.
- G. The driver must make sure that the vehicles and/or toolboxes remain locked and equipment in the bed is reasonably stored or secured to prevent theft.
- H. Firearms are not permitted in Port Vehicles, Vessels or on Port Property. Possession of a firearm in or on Port property will result in termination.

Safety Guidelines

- A. State law and Port Policy require that seatbelts be worn by all drivers and passengers at all times.
- B. Possession, transportation or consumption of alcohol or illegal drugs by anyone in the vehicle is not allowed. Violation of this policy will result in termination.
- C. Employees who are taking prescription medication containing narcotics or tranquilizers need a doctor's written approval to operate any Port vehicle or equipment. Notification to your immediate supervisor is required if the medication could impact your job performance.
- D. Radios with earphones must NOT be worn while driving Port vehicles.



- E. **NO TEXTING** while driving or use of hands-free device while using cell phone. Employees are strongly encouraged to pull over at a safe location to have cell phone conversations.
- F. **No smoking in Port vehicles while other employees and/or officials are present.**

Traffic Violations / Citations

- A. ANY citations/tickets received in Port vehicles should be reported **IMMEDIATELY** to the Chief Administrative Officer and will be the financial responsibility of the Employee operating the vehicle when violation occurs in accordance with applicable laws.
- B. Employees who drive or take home a vehicle are responsible for all parking fines and violations in accordance with applicable laws.
- C. Confirmation of payment of citations and tickets are to be provided to the Chief Administrative Officer.
- D. Any driver with a violation associated with alcohol or drugs will be prohibited from driving a Port vehicle until the State reissues a current and valid driver's license. This type of violation may also be grounds for discipline, including up to termination at the discretion of management.

WHAT TO DO IN CASE OF AN ACCIDENT / COLLISION / INCIDENT:

- A. **Report accident immediately** to police FIRST and then your supervisor.
- B. Get names, addresses and phone numbers of the owner and driver involved, license number and registration number of the vehicle involved and the names and addresses of any passengers in the vehicle connected with the accident.
- C. Get the name of the other party's insurance company and insurance policy number.
- D. Get names, addresses and phone numbers of witnesses, if any.

TO REPORT AN ACCIDENT

After hour accidents should be reported to:

RISCOM at (866) 265-1557

(318) 698-6600

(318) 286-8705 after hours catastrophic losses)

Email — claims@riscomins.com

Named Insured: Plaquemines Port Harbor Terminal District

Policy Number : HSLR18-03754-00

Control # 52212



*****A PORT INCIDENT REPORT MUST BE COMPLETED AND TURNED INTO THE CHIEF ADMINISTRATIVE OFFICER.**

ALL incidents/collisions/accidents will be reported to the Port's insurance carrier.

Maintenance

Drivers are responsible for maintaining assigned Port vehicles. Drivers must:

- Keep the assigned Port vehicle clean and in working condition at all times.
- Report any mechanical problems with your vehicle immediately to your supervisor. Regular scheduled maintenance on Port Vehicles will be paid for by the Port; however, having this maintenance performed will be the responsibility of the assigned driver.
- Maintenance logs should remain in each vehicle noting date of service, the vehicle mileage at the time of service, and the service accomplished. Accurate record keeping is the responsibility of the assigned driver. Failure to maintain accurate records may result in your driving privileges being suspended.

Personal Use of Port Vehicle

- Port owned vehicles are intended to be used for Port business only.
- Louisiana State Law as well as Port policy prohibits the personal use of a Port vehicle unless the employee is in a work position which requires the employee to respond to emergencies on a 24-hour availability in a Qualified Vehicle (Limited to the Director of Port Security and Vessels, Marine Inspectors, and the Port Marine Diesel Mechanic.) or Non-Security personnel as approved by the Executive Director.
- Port Qualified Vehicles are those vehicles clearly marked with Port logo and used as fire and public safety officer vehicles and/or specialized utility repair trucks used to maintain the Port Fire and Rescue boats within the Port jurisdiction.
- Personal owned trailers, including boat and recreational vehicles, are not to be towed using Port Vehicles at any time. In addition, hauling personal items, *i.e.*, appliances, furniture, personal construction materials, etc., is prohibited.
- In the event your personal property should become damaged due to accident or other loss, the employee will be responsible for the damage to their personal property and such loss/damage will not be covered by the Port.
- The employee will also be responsible for any damage to Port Vehicles incurred as a result of the accident, collision or incident that occurs during non-business use, AND, will be responsible for the \$1000 deductible for collision coverage which will be the financial responsibility of the employee regardless of who is a fault, in accordance with applicable laws.



-Evening and weekend travel is prohibited unless conducting Port business after normal business hours.

Reporting Personal Use of Port Vehicle

The IRS regulations state that commuting to work is not business use, it is personal use. Non-security personnel will be taxed for the fringe benefit of an employer-provided vehicle and the benefit will be reported annually on the employees W-2 form.

-The Port uses the Annual Lease Value method for calculating these benefits for all employer provided vehicles to Non-Security personnel pursuant to the Internal Revenue Service guidelines found in Publication 15-B, Employer's Tax Guide to Fringe Benefits.

*Non-Security personnel- not required to respond to emergencies on a 24-hour basis.

-The value of the personal use must be based on the Fair Market Value (FMV) of the employer provided vehicle as determined by IRS Publication 15-B, Table 3-1.

-The Annual Lease Value (ALV) is multiplied by the percentage of personal miles out of total miles driven by the employee. (odometer)

If the employer provided vehicle is received during the calendar year, the ALV will be pro-rated for the time the employee has the vehicle for use.

-In addition, the Port will also include the value of fuel usage based on the personal mileage calculation of the ALV, times the IRS rate (pursuant to IRS Publication 15-B) currently at .055 per mile.

-Maintenance, repairs and automobile insurance costs will not be included in these calculations.



ACKNOWLEDGMENT

I acknowledge that **I** have read and understand the terms, conditions and consequences of the **Port's Vehicle Use Policy** and agree to adhere to the policy procedures and rules.

I further understand that if I fail to follow Port policy or abuse the use of the Port vehicles or equipment, **I** will be subject to personal disciplinary action up to and including termination.

Signature _____ Printed Name _____

Date _____

Vehicle/Equipment Fuel Policy

The Plaquemines Port, Harbor & Terminal District fuel purchasing card program is designed to provide an efficient means of making routing purchases and payments by reducing paperwork, allowing for more control and responsibility at the department level and streamlining the purchasing cycle. This policy outlines the benefits of the program, describes the responsibilities of cardholders and enumerates the program's policies.

Cardholders use the purchasing card to purchase fuel, but billing and settlement are centralized to the Port Office. Reports are provided which reduce the need for fuel books.

Benefits

The following are benefits of using purchasing cards:

- Streamline process for payments to fuel vendors;
- Enable employees to be more efficient and focus on their core missions;
- Reduce paperwork and processing time; and
- Provide cost savings through consolidated payments.

Procedure

- A. Each vehicle, both for use on-road and off-road will be assigned a fuel card and each employee who has a need to purchase fuel will be issued a unique PIN number which will allow them to use the card. This card shall be kept in the plastic holder which is attached to the inside the glove compartment of each vehicle. It shall only be removed for purchasing fuel, and must be returned immediately after use.
- B. Separate cards will be issued for equipment carried on vehicles/trailers such as generators, mowers, vessels, etc.
- C. Employees are responsible for purchasing fuel only at outlets that accept the card.

Use of Card

- The credit card can be used to pay at the pump. There is no need to go inside the business if the only transaction is to purchase fuel.
- Employees will be required to enter their unique PIN number and the odometer (in whole numbers, not including tenths of miles) reading in order to activate the pump and begin fueling.
- Sharing of PIN numbers is prohibited. Each employee is responsible for fuel charged using his or her PIN number and for assuring no one else know their PIN number.
- To assist in both energy savings and cost to the Port, employees are directed to purchase gasoline at the outlet offering the lowest price available in the area.

Restrictions



The cards can only be used to purchase unleaded and diesel fuel for use in vehicles or equipment belonging to the Port. Employees cannot charge items such as oil or brake tags using the card.

Fuel usage will be tracked by Port Management and Chief Financial Officer. Normal usage should never exceed one fuel purchase per day and purchases should normally occur between 6:30am and 7:00 pm. Supervisors may approve, with justification, additional purchases in the same day or purchases outside of these timelines.

Card Replacement

The driver of the vehicle is responsible for ensuring the card is in the plastic sleeve in the glove compartment prior to driving the vehicle. Lost cards are to be reported immediately to the Chief Financial Officer.

Second and subsequent lost cards may result in the cost of the card being deducted from the driver's pay to cover the cost of replacement in accordance with applicable laws.

Monitoring Usage

Reports generated will be reviewed by the Chief Financial Officer to ensure adherence to this policy. Copies of the reports will be supplied to the Director of Port Security & Vessels monthly. Violations of usage will subject the user to disciplinary actions up to and including termination of employment.

Director Responsibilities

The Chief Financial Officer and Director of Port Security & Vessels are responsible for:

- Reviewing and approving/disapproving monthly usage reports
- Immediately reporting lost cards to the Deputy Port Director
- Immediately reporting to the Deputy Director, employees who are suspended or terminated or on extended leave.



ACKNOWLEDGMENT

I acknowledge that I have read and understand the Plaquemines Port, Harbor & Terminal District's Vehicle and Equipment Fuel Card Policy and am accountable for all purchases made with the purchasing card and that I must adhere to all Port policies regarding its use. I further understand that if I fail to use the purchasing card properly or abuse the use of the purchasing card, I will be subject to personal disciplinary action up to and including dismissal.

I further acknowledge I have received my Wright Express Personal Identification Number (PIN). (if applicable)

Signature

Printed Name

Date

Grievance Procedure (Not Including Harassment)

Policy

It is the policy of the Port that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a grievance procedure. We will attempt to resolve promptly all grievances under this policy. This policy covers situations not included in the appeal process available through the Civil Service Commission. Civil Service allows regular employees in the classified service to appeal suspension, fines, dismissal, layoff, reduction in pay or demotions.

General Procedure

1. The Chief Administrative Officer and Human resources Manager will provide training and will support directors, and supervisors and in dealing with employee grievances.
2. Employees are encouraged first and foremost to have complaints resolved within their departments in an informal manner prior to filing a written grievance.
3. An appropriate grievance is defined as an employee's expressed dissatisfaction concerning an interpretation or application of a work-related policy by management, supervisors, or other employees. Examples of matters that may be considered appropriate under this policy include:
 - a. A belief that Port policies, practices, rules and regulations or procedures have been applied unfairly in a manner detrimental to an employee;
 - b. Treatment considered unfair by an employee, such as coercion, reprisal, harassment or intimidation;
 - c. Alleged discrimination because of race, color, sex, religion, national origin, marital status, or disability or any other protected group; and
 - d. Improper or unfair administration or employee benefits or conditions of employment such as scheduling, vacations, fringe benefits or holidays.
4. Employees should notify the Port in writing and on the appropriate form, in a timely fashion of any grievances considered appropriate for handling under this policy.
5. The Grievance Procedure has a maximum of four stages, but grievances may be resolved at any step in the process. Grievances will be processed until any one of the following is reached: (1) the employee is satisfied, (2) the employee does not file a timely appeal, or (3) the employee exhausts the right of appeal. (4)A decision is reached. The decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step, and the right of appeal no longer exists.



6. Final decisions or grievances will not be precedent setting or binding on future grievances unless they are officially treated as Port Policy.
7. Information concerning an employee grievance should be confidential and may be discussed only with those people involved in the investigation. For all grievances filed, at the conclusion of the process, all paperwork shall be sent to the Chief Administrative Officer's Office.
8. Employees will not be penalized for proper use of this grievance procedure. However, it is not considered proper use if an employee raises grievances in bad faith or solely for the purpose of delay harassment or repeated meritless grievances. Abuse of the Grievance Procedure may result in disciplinary actions. Implementation of the grievance process by an employee does not limit the right of the Port to proceed with any disciplinary action that is not in retaliation for use of the grievance procedure.

Responsibilities

Employee

Employees who feel they have an appropriate grievance should, within 10 working days of the action causing the grievance, in writing, bring the grievance to the attention of their immediate supervisor. If the grievance involves the supervisor and the employee has made an unsuccessful effort to resolve the issue with the supervisor or determines that addressing the grievance with the supervisor would not be appropriate, the employee may proceed directly to the Human Resources Manager or Chief Administrative Officer. If there is no superintendent, the employee may proceed directly to the Grievance Resolution Committee (GRC).

Supervisor

If submitted to the supervisor, the supervisor should investigate the grievance, attempt to resolve it and give a decision to the employee in writing within 15 working days. The supervisor should prepare a written, dated summary of the grievance and a proposed resolution.

NOTE: If the grievance is resolved to the employee's satisfaction at this point, all paperwork should be sent to the Human Resources Manager or Chief Administrative Officer.

If the grievance is not resolved to the employee's satisfaction at this point the employee may proceed to the next level of supervision. The supervisor shall notify the Director or Human Resources Manager or CAO of this action.

Superintendent (Next level supervisor)



If the employee is proceeding directly to the superintendent for action, this appeal must be made in writing within 10 days of the action precipitating the grievance.

The superintendent will, within 15 working days of receiving the grievance, confer with the employee, the supervisor, any witnesses and/or any other member of management considered appropriate. He/she will investigate the issues and communicate the decision in writing to the employee and supervisor if applicable.

A copy of this report shall be submitted to the Chief Administrative Officer.

Grievance Resolution Committee (GRC)

The Grievance Resolution Committee is composed of the Director with authority over the employee filing the grievance and the Deputy Port Director. For those departments that are not under a director, the GRC is composed of the Appointing Authority for the department and the Chief Administrative Officer. If the grievance is between two employees under different Directors or Appointing Authorities, then each Director or Appointing authority shall also become members of the GRC.

The employee may appeal an unsatisfactory decision to the GRC. The GRC, with the Port Chairman's approval, will take the steps necessary to review and/or investigate the grievance and will then, within 30 working days of the receipt of the grievance, issue a written, final and binding decision.

Termination Policy

It is the policy of the Plaquemines Port, Harbor & District to terminate employment because of an employees' resignation, retirement, death, discharge, reduction in workforce, reorganization, or lack of work.

The following are termination procedures:

A. Resignation

Employees are requested to give written notice of their intent to resign. Failure to give written notice may result in ineligibility for reemployment. The following guidelines are suggested:

1. Supervisory and Management personnel should give a four-week notice.
2. Clerical and administrative employees should give at least a three-week notice;
and
3. All other employees should give at least a two-week notice.



Once notice is given, there may be special circumstances in the Port's opinion, in which it would be more appropriate to have the employee cease active employment on an immediate basis.

Employees who are absent from work for three consecutive days without being excused or giving proper notice will be subject to discipline, including up to termination.

Supervisors should send notices of resignation to the Human Resources Manager and Chief Administrative Officer and Civil Service.

B. Discharge

For policies and procedures leading up to discharge for disciplinary actions, see PPTH D Discipline Policy and procedures.

C. Permanent reduction in Workforce

For procedures governing a permanent reduction in force, see the Civil Service Commission Rule XIII.

RESPONSIBILITIES

Employees

Each employee is responsible for proper notification to his or her immediate supervisor of termination due to resignation.

In all cases of termination of employment, the employee is responsible for returning to his or her supervisor all keys, uniforms or other government property in their possession. Failure to do so may result in the cost of these items being deducted from any money due them in accordance with applicable law.

Supervisors and Superintendents

Supervisors and superintendents should send notices of resignation to both the Chief Administrative Officer and to Civil Service. Supervisors are also responsible for recommending terminations due to discharge to the Chief Administrative Officer with cognizance over their department and for supplying the Chief Administrative Officer with proper documentation.

Chief Administrative Officer

The Human Resources Manager and Chief Administrative Officer are responsible for reviewing all termination by discharge recommendations to determine if the termination is (1) justified by the circumstances; (2) properly documented; (3) supported by the employee's personnel record; (4) consistent with our policies and response in the past; and (5) implemented by following all applicable policies and procedures.



The C Human Resources Manager and Chief Administrative Officer are responsible for scheduling and coordinating a Pre-Termination Meeting for all regular employees (this does not include probationary employees) whose employment is being reviewed for possible termination due to discharge. The Chief Administrative Officer may also review the discharge with the Port's attorney, or outside counsel and may obtain approval from the Appointing Authority (Port Executive Director) prior to initiating discharge procedures.

The Human Resources Manager and Chief Administrative Officer are responsible for notifying the Civil Service Department of all terminations not later than 24 hours after the action.

If adequate resignation notification is given, the Human Resources Manager and Chief Administrative Officer may conduct an exit interview not later than the employee's last working day. If inadequate resignation notification is given the exit interview may be conducted by mail.

The Human Resources Manager and Chief Administrative Officer are responsible for notifying terminated employees, who are covered by the Port's group health plan, of their right to continue coverage under that plan and for providing them with paperwork distribution of their retirement funds.

Payroll:

The Human Resources Manager and Chief Administrative Officer are responsible to ensure the employee receives all money due, less and except deductions for government property not returned by the employee or any insurance premiums owed to the Port as per applicable law.



Jones Act Employee Benefits

The Plaquemines Port Harbor & Terminal District recognizes its Rescue Boat Engineers/Deckhands, Rescue Boat Captains & Marine Inspectors/Relief Captains as Jones Act employees.

The Jones Act is a Federal Act, which provides employee benefits, similar to Workers Compensation, to seamen and members of a US-flagged vessel. State workers' compensation plans DO NOT cover vessel crew and employees. And, unlike State Workers Compensation, these claims fall under the jurisdiction of the U.S. Department of Labor.

Seamen who are injured during normal operations are entitled to "Maintenance and Cure" payments based on the employee's room and board costs (maintenance) and medical expenses (cure), which are determined on a case-by-case basis by the Port's insurance carrier. The Port's obligation to pay maintenance and cure benefits arises from maritime common law.

Maintenance payments are made beginning on the first day of injury and continuing until the employee is released by his physician to return to full duty without restrictions or is at maximum medical improvement.

While the employee is out on leave and receiving Maintenance Payments, the employee is NOT eligible to use or accrue annual leave or sick leave while out for a work-related injury, same as Workers Compensation would apply.

A Receipt and Release is required by the insurance company to be signed by the employee before coming back to work to "close the books" on these claims.



Reporting Injuries Policy

As a matter of policy, it is the responsibility of the employee to notify the Port Office of any injury or suspected injury occurring while at work. If you think you have hurt yourself, the Port Office needs to know.

If you feel you have been injured on the job, it is your responsibility to report the injury, no matter how small, to the Port Administration. IMMEDIATELY. It will be necessary for you to be prepared to report the following:

- Date of Injury (should be same day as report);
- Time of Injury;
- Time you started Work that Day;
- Social Security Number;
- Your Date of Birth;
- Home Address and Home Phone #;
- What activity you were doing when injury occurred;
- What caused the injury? Explain what you were doing when injured; and
- Part of Body Injured.

You must call the Port Office (504-682-7920) and report the injury to either the Human Resources Manager, Chief Administrative Officer or your supervisor. For injuries sustained after normal business hours, you are required to report the injury to your immediate supervisor. The report may not be taken then, however, you will be contacted the next day to finalize the report.

Please sign the attached acknowledgement and return it to the Port Office for retention in your employee file.



I acknowledge I have received the Memo, regarding my responsibility to report any injuries or suspected injuries incurred in the performance of my duties as an employee of Plaquemines Port Harbor & Terminal District.

I further acknowledge that I must report any injuries or suspected injuries to the Port Administration immediately after the injury. Injuries occurring after normal Office hours are to be reported via cell phone to the Port Manager and my immediate supervisor on duty.

Signed _____ Date _____

Printed Name _____



Payroll / Timesheet Policy

Employees are paid (biweekly/weekly/monthly/semi-monthly) by direct deposit.

Major deductions from your paycheck include federal and state taxes (where applicable) and FICA (Social Security and Medicare). Additional personal deductions are available for health insurance coverage, dental coverage, vision coverage, and other payroll deduction benefit programs as may be available.

If you suspect an error has been made on your paycheck, you should inform the Port Chief Financial Officer immediately so that the Port can determine if in fact an error has been made and make any necessary corrections.

Timesheets

To ensure that the Port has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time. Employees should record daily all actual time worked, including the starting and stopping times of each workday, and all time away from work, including the starting and stopping times of unpaid (meal/lunch) periods and sick leave, vacation days, and holidays. **Employees are to provide an accurate accounting of hours worked and leave used during a pay period on a timesheet.**

An employee's timesheet accounts for all hours in the pay period and must be verified and approved by the employee's supervisor. Completed timesheets require the signatures of the employee and the supervisor. **These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct.**

An intentional misrepresentation of hours worked constitutes fraud. Falsifying time entries, including by working "off the clock" is strictly prohibited. If you falsify your time entries or work off the clock, you will be subject to discipline, up to and including termination. You should immediately report any supervisor or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

Leave

All leave, both paid and unpaid, shall be requested and approved in writing via leave authorization record. All absences from an employee's regular work schedule must be reported and accounted for. Submission of Annual Leave Sheets does not guarantee the approval of same. Port Administration is under no obligation to approve time off requests. Such requests will be evaluated on a case-by-case basis based on the business needs of the Port at the time of submission.

The Port's vessels are required to be staffed 24/7, holiday or not. Should you request leave where a Holiday falls in your normal shift work week, IT IS THE EMPLOYEE'S



RESPONSIBILITY TO find a replacement to work your shift AND to provide an APPROVED Work Agreement for any leave requested.

The following procedures are department-specific and must be followed by all employees:

General (Office) Department

1. Clock in and out daily on time clock.
2. Complete one timesheet for each bi-weekly pay period. Timesheet hours are to only reflect hours as stated on timecard.
3. All timesheets are due to immediate supervisor no later than 10:30 am Monday prior to pay date.
4. Timesheets filled out by or signed by anyone other than the employee will NOT be accepted.
5. Overtime will be paid in accordance with Civil Service Rule IV, Section 6(six).
6. The Balance summary for annual and sick leave that appears on the timesheet is for the convenience of the employee for tracking purposes only.
7. Correction fluid should never be used in preparing timesheets or any accounting documents.

Rescue Boat Department

1. Complete one timesheet for each bi-weekly pay period.
2. Fill in hours each day you have worked.
3. At the end of each weekly shift time sheets should be filled out for all hours worked during that week. All applicable sections of the timesheet must be completed and totaled to ensure the correct amount of hours is being paid.
4. Time sheets are to be signed by the employee and given to the Marine Inspector(s) on duty during the worked shift for approval.
5. Marine Inspectors are to review the timesheets and initial the time sheet indicating that the employee has worked hours/days reported on time sheet. The Director is to sign timesheets indicating that the correct pay has been issued.
6. Marine inspector(s) that are on duty during week 1 of the pay period are to keep possession of completed timesheets for week 1 shifts until week 2 Marine inspector(s) begin their shift at this time week 1 Marine Inspector should give timesheets to Week 2 Marine Inspector. This will ensure overtime properly recorded in the event situations arises.



7. Week 2 Marine Inspector(s) are to provide timesheets to those who are working overtime or have worked the previous week which may result in overtime to ensure correct and complete timesheets.
8. Week 2 Marine Inspector(s) are responsible for timesheets given to them by week 1 Marine Inspector(s) and employees working week 2 shifts.
9. Timesheets are due every Monday prior to the Friday payday occurs. Timesheets are to be delivered to the Port's Office no later than 10:30 am Monday morning.
10. The Marine Inspector should review the hours worked, sign the timesheet and turn it in to the payroll department. It is the employee's responsibility to ensure that the timesheet has been signed by their Marine Inspector and turned into payroll department.
11. Timesheets filled out by or signed by anyone other than the employee will **NOT** be accepted.
12. Overtime will be paid in accordance with Civil Service Rule IV, Section 6(six).
13. The Balance summary for annual and sick leave that appears on the timesheet is for the convenience of the employee for tracking purposes only.
14. Correction fluid should never be used in preparing timesheets or any accounting documents.

Annual and Sick Leave Sheets (Office and Rescue Boats)

1. Any time off, sick or annual must be reported on a leave sheet.
2. Requests for eight (8) hours or less of annual leave should be made at least 24 hours in advance.
3. Requests for more than eight hours should be made one week in advance.
4. Requests for more than 8 hours must be stamped received in the Port Office 7 calendar days from the first day of requested leave.
5. Phone calls for leave requests will not be honored by anyone in the Port office. The Port accepts written requests only on proper form for any leave requests.
6. Submission of Annual Leave Sheets does not guarantee the approval of same. Port Administration is under no obligation to approve time off requests. Requests for annual leave will be reviewed on a case-by-case basis and approved at the discretion of the Port based on business needs at the time of the request.
7. Annual and Sick leave balance records must be kept by the payroll department. Balances will be provided to the employee via check stub.



8. Any disputes of balances reflected on employee's check stub must be submitted in writing using the Port's Leave Balance Change Form. No disputes will be addressed until a completed Leave Balance Change Form is received by the payroll department. The dispute process is outlined below:

- a) Submit Leave Balance Change Form to Payroll Department. Attention: Chambrel R. Williams, Comptroller;
- b) The payroll department has 7 days to audit employee's time records.
- c) Payroll department will contact the employee with results of audit.
- d) If employee does not agree with audit findings, the employee should contact the Payroll department to setup an appointment to discuss audit findings.

9. The Port's vessels are required to be manned 24/7, Holiday or not.

For any additional information regarding annual and sick leave please refer to your Civil Service Manual. If you have any questions regarding this information, please contact your immediate supervisor.

Personal Dress Code Policy

All employees must dress appropriately and professionally during work hours or when representing the Port. Dress codes will be set and enforced by each section within the Port Administration. Port employees shall dress in a manner appropriate for their assignment and in accordance with the standards as established by the Port.

PURPOSE:

The purpose of this policy is to set forth guidelines addressing employee work apparel, grooming, and personal hygiene.

APPLICABILITY:

This policy applies to all employees of the Port Administration in all sections, both general and ancillary appropriations.

Women shall wear professional dresses, suits, pantsuits, skirts, blouses, sweaters, slacks, and professional shoes. When wearing skirts and dresses they must be knee-length. Hosiery and belts are optional. Business casual attire is also appropriate for daily in-office wear (e.g., slacks, skirts, summer dress of appropriate length/design, sandals, mules, flats, etc.).

Men shall wear professional slacks, suits, professional shoes, and collared shirts with sleeves. Shirrtails shall be tucked-in unless the garment is tailored to be worn untucked.



Ties are optional for everyday office wear, but must be worn for meetings outside of the office. Belts are also optional, but encouraged. Business casual attire is also appropriate for daily in-office wear (e.g., slacks, collared shirt/polo-shirt/button-down).

All staff in a position requiring a specific dress code or uniform must wear that uniform in accordance with specific policy supplied by their supervisor. Supervisors of departments that wear specific uniforms will give directives regarding Port-approved dress codes.

At the discretion of the Port Administration, jeans may be worn on Fridays only. Supervisors will instruct staff of any other jean days approved by the Port Administration.

The following are inappropriate and shall not be worn:

- Shorts or similar garments, including capris that do not extend the length of the leg;
- Blue jeans or denim (including all denim material in any color), except on Fridays or other days designated by the Port Administration;
- T-shirts, tank tops, sweatshirts; hoodies; sweatpants, exercise wear, or jogging suits;
- Leggings or lycra, unless worn under knee-length dresses or skirts. Leggings may not be worn as pants;
- Sundresses or clothing which exposes midriffs;
- Garments that are too revealing or not professionally appropriate – for example, low neckline, short skirts or skirts with slits that are too high, etc. (The top of the slit shall be considered to be the length of the garment);
- Beach thongs, shower shoes, house shoes, Crocs, flip-flops;
- Exposed undergarments;
- Torn, ripped or faded clothing;
- Hats or caps inside of buildings;
- Unnatural hair colors;
- Blankets and/or throws;
- Outerwear such as jackets and coats designed to be worn outside;
- Facial piercings and other visible body piercings;
- Clothing items, including accessories, face coverings (or anything else that can be worn on the body or brought to work) that contain words, terms, images, or messages that promote or denigrate political/religious/social views, promote hatred or violence in any form, or violate the Port's discrimination/harassment/retaliation policies are prohibited. This policy is not intended to and does not restrict communications or actions protected by the law, such as discussing wages, benefits, or terms and conditions of employment.

Any employee that requires a reasonable accommodation for reasons based on religion, disability, or other grounds protected by federal, state, or local laws should contact the



Chief Administrative Officer. Reasonable accommodations will not be granted if it would cause an undue hardship on the Port.

Professional Development: Training and Professional Development Reimbursement Policy

Objective

The purpose of this policy is to provide employees with professional development opportunities that increase their skills and enhance their contribution to the organization.

Policy

The work performance of an employee is a vital key to the success of our organization. Providing professional development to our employees is an investment in their careers and the organization's future.

Full-time regular employees are eligible for reimbursement for education costs that are approved by the organization. It is the employee's responsibility to seek out the courses and other training mediums that will enhance his or her career development and are in line with the organization's mission.

Procedure

1. All regular full-time employees are eligible for professional development reimbursement.
2. Professional development can be obtained through attendance at seminars, educational courses and degree programs that once acquired will assist the employee in performing his or her essential job functions and increase the employee's contribution to the organization.
3. Other professional development expenses that are reimbursable under this policy are membership fees to professional organizations, registration fees for meetings, conferences, workshops and seminars, fees and subscriptions for scholarly journals, books, and computer-based resources.
4. Employees must request permission from their immediate supervisor for review and approval by the Director of his or her department to attend and to receive reimbursement for desired training and/or resources. The request must include applicable course of study, purpose, job relevance, cost, dates, times of coursework and name of the institution or source of training.



5. Upon satisfactory completion of the training and/or coursework, the employee must provide documentation to support completion and payment in order to receive reimbursement.
6. Reimbursement Amounts:
 - Degree Programs= any grades less than a "C" is not eligible for reimbursement.
 - A Pass/Fail Course = 100% Reimbursement if passed successfully
 - Maximum reimbursement will be up to \$2,500 annually. If not used, the amount does not roll into the next calendar year: it is forfeited.
7. Eligible employees are entitled to 10 working days of professional development to be approved at the discretion of management and the business needs.
8. 'As a matter of record, employees accepting the terms of this policy will be required to provide written authorization of the acceptance, as well as an agreement to remain with the organization for one year from the date of the education reimbursement. If the employee terminates within that year, he or she will be required to pay a monthly prorate amount to the organization.

Example: If the employee receives reimbursement in June, then decides to terminate in November, he or she will owe the organization seven months of the \$2,500 reimbursement. The employee will have worked five (5) months since June by the time he or she terminates in November, leaving seven months to complete one year.

Twelve (12) months divided by \$2,500 = \$208.33 times seven months= \$1,458.33 owed to the company.



Political Activities & Restrictions

PURPOSE

The purpose of this policy is to set forth prohibited political activities of classified Port employees in accordance with Civil Service Rules.

“Political activity” as defined in this policy shall mean an effort to support or oppose the election of a candidate for political office or to support a particular political party in an election. Supporting issues involving bond indebtedness, tax referenda, or constitutional amendments shall not be prohibited.

SCOPE

This policy applies to all classified employees of the Port. This policy does not apply to any Port employee in the unclassified system.

POLICY

In accordance with Civil Service Rule XV, classified employees are prohibited from participating and engaging in political activities involving local, state, or federal elections or other politics. Prohibited political activities shall include:

- a) Being a candidate for nomination or election to public office (Election to the State Civil Service Commission is permitted);
- b) Being a member of any national, state, or local committee of a political party or faction;
- c) Making or soliciting contributions for any political party, faction, or candidate;
- d) Taking active part in the management of the affairs of a political party, faction, candidate, or any political campaign
- e) Soliciting contributions for political purposes from any classified employee or official;
- f) Using your position to punish or coerce the political action of a classified employee;
- g) Taking active part in an effort to recall from office an elected public official;
- h) Seeking, soliciting, or attempting to coerce any person, including any employee in the classified service and any member of the Civil Service Commission, to participate in any effort to take active part in an effort to recall from office an elected official (*e.g.*, signing a recall petition); and
- i) Holding a position in the classified service while elected to public office.

Employees may exercise their right as a citizen to express their political opinion privately, serve as a commissioner or official watcher of the polls, and cast their vote as they desire. An employee may also personally sign a recall petition.



VIOLATION

All reported violations of this policy will be subject to a prompt and thorough investigation. Investigations will also be reported to the Civil Service Commission. Violations of this policy will be subject to discipline, including up to termination. For additional information, please refer to Civil Service Rule XV or contact the Chief Administrative Officer.

Office Safety Policy

As part of the Port's commitment to maintaining a safe workplace, the Port has implemented a number of safety rules and procedures. You are required to comply with all of the Port's safety rules and procedures.

General Office Safety

A large percentage of workplace accidents and injuries occur in office buildings. Like the shop or laboratory, the office requires a few preventive measures to ensure a safe and healthy environment. Common causes of office accidents include the following:

- Slipping, tripping, and falling hazards;
- Burning, cutting, and pinching hazards;
- Improper lifting and handling techniques;
- Unobservant and inattentive employees -Improper office layout and arrangement;
- Dangerous electrical wiring;
- Exposure to toxic substances; and
- Horseplay.

The following sections address several office safety practices. Other preventive measures not mentioned here may be necessary also.

REMEMBER:

The office building is not a sterile working environment; common workplace hazards can be extra dangerous when you ignore them.

Always use common sense when safety is a concern.

Good Housekeeping Practices

Many office accidents are caused by poor housekeeping practices. By keeping the office floor both neat and clean, you can eliminate most slipping, tripping, and falling hazards. Other good housekeeping practices include the following:

- Ensure that office lighting is adequate and available. Request to replace any burned out light bulbs, as necessary.

- Ensure that electrical cords and phone cords do not cross walkways or otherwise pose a tripping hazard. If you cannot move a cord, have a new outlet installed or secure the cord to the floor with cord covering strips. Do not tape cords down or run them underneath carpet.
- Report tripping hazards such as defective tiles, boards, or carpet immediately. -Clean spills and pick up fallen debris immediately. Even a loose pencil could cause a serious falling injury.
- Keep office equipment, facilities, and machines in good condition.
- Store items in an approved storage space. Take care not to stack boxes too high or too tight. Ensure that boxes are clearly labeled with their contents.

Hazardous Objects and Materials

Unauthorized hazardous objects such as knives and firearms are not permitted in the workplace. In addition, hazardous chemicals and materials should not be stored in the general office. Hazardous materials include, but are not limited to, the following:

- Carcinogens
- Combustibles
- Flammables
- Gas cylinders
- Irritants
- Oxidizers
- Reactives

Preventing Cuts and Punctures

Cuts and punctures happen when people use everyday office supplies without exercising care. Follow these guidelines to help reduce the chance for cuts and punctures:

- When sealing envelopes, use a liquid dispenser, not your tongue.
- Be careful when using kitchen knives, scissors, staplers, letter openers, and box openers. Any of these items could cause a painful injury and should only be used for their intended purpose.
- Avoid picking up broken glass with your bare hands. Wear gloves and use a broom and a dustpan.
- Place used blades or broken glass in a rigid container, such as a box, before disposing in a wastebasket.

Preventing Machine Accidents

Only use machines that you know how to operate. Never attempt to operate an unfamiliar machine without reading the machine instructions or receiving directions from a qualified employee. In addition, follow these guidelines to ensure machine safety:

- Secure machines that tend to move during operation.
- Do not place machines near the edge of a table or desk.
- Ensure that machines with moving parts are guarded to prevent accidents. Do not remove these guards. Defective guards should be replaced.
- Unplug defective machines and have them repaired immediately.
- Do not use any machine that smokes, sparks, shocks, or appears defective in any way. Close hand-operated paper cutters after each use and activate the guard.
- Take care when working with copy machines. If you have to open the machine for maintenance, repair, or troubleshooting, remember that some parts may be hot.
- Always follow the manufacturer's instructions for troubleshooting.
- Unplug paper shredders before conducting maintenance, repair, or troubleshooting.
- Some items can be very dangerous when worn around machinery with moving parts.
- Avoid wearing the following items around machines within unguarded moving parts:
 - Loose belts
 - Jewelry
 - Long, loose hair
 - Long, loose sleeves or pants
 - Scarves
 - Ties

Preventing Slips and Falls

As outlined in the General Safety chapter of this manual, the easiest way to avoid slips and falls is to pay attention to your surroundings and to avoid running or rushing.

To ensure safety for others in the office, however, follow these guidelines:

- Arrange office furnishings in a manner that provides unobstructed areas for movement.
- Keep stairs, steps, flooring, and carpeting well maintained.
- Ensure that glass doors have some type of marking to keep people from walking through them.
- Clearly mark any difference in floor level that could cause an accident.
- Secure throw rugs and mats to prevent slipping hazards.
- Clean up fluid spills.
- Do not place wastebaskets or other objects in walkways.



- Be aware of added risk of falling when entering a building if outside weather is rain or snow.

Preventing Stress

To reduce stress and prevent fatigue, it is important to take mini-breaks (not many breaks) throughout the day. If possible, change tasks at least once every two hours.

- Stretch your arms, neck, and legs often if you do the same type of work for long periods of time.
- Rest your eyes often by closing them or looking at something other than the work at hand.
- For a quick pick-me-up, breathe deeply several times by inhaling through your nose and exhaling through your mouth.
- In addition, always try to eat your lunch somewhere other than your desk.

Other examples of stress-relieving exercises that can be done at your desk include the following:

- Head and Neck Stretch:
 - Slowly turn your head to the left, and hold it for three seconds. Slowly turn your head to the right, and hold it for three seconds. Drop your chin gently towards your chest, and then tilt it back as far as you can. Repeat these steps five to ten times.
- Shoulder Roll:
 - Roll your shoulders forward and then backward using a circular motion.
- Upper Back Stretch:
 - Grasp one arm below the elbow and pull gently towards the other shoulder.
 - Hold this position for five seconds and then repeat with the other arm.
- Wrist Wave:
 - With your arms extended in front of you, raise and lower your hands several times.
- Finger Stretch:
 - Make fists with your hands and hold tight for one second, then spread your fingers wide for five seconds.

Equipment Safety

As mentioned earlier, common office machines, such as the following, require special safety considerations: copiers, microwaves, adding machines, papers shredders, paper cutters, typewriters, and computers. Be sure you know how to operate these machines before using them, and never use one of these machines if you think it is defective.

Other office equipment that requires safety consideration includes furniture such as file cabinets and shelves, desks, and chairs.

File Cabinets and Shelves

Because file cabinets and shelves tend to support heavy loads, treat them with special care. Follow these safety guidelines for file cabinets:

- Secure file cabinets that are not weighted at the bottom. Either bolt them to the floor or to the wall.
- Ensure that file cabinet drawers cannot easily be pulled clear of the cabinet. Do not block ventilation grates with file cabinets.
- Open only one drawer at a time to keep the cabinet from toppling. Close drawers when they are not in use.
- Do not place heavy objects on top of cabinets. Be aware that anything on top of a cabinet may fall off if a drawer is opened suddenly.
- Close drawers slowly using the handle to avoid pinched fingers.
- Keep the bottom drawer full. This will help stabilize the entire cabinet.
- In addition, follow these safety guidelines for office shelves:
 - Secure shelves by bolting them to the floor or wall.
 - Place heavy objects on the bottom shelves. This will keep the entire structure more stable.
 - Ensure that there is at least 18 inches between the top shelf items and the ceiling. This space will allow ceiling sprinklers (if present) to function properly if a fire occurs.
 - Do not block ventilation grates with shelves.
 - Never climb on shelves (even lower shelves). Use an approved ladder.

Desks

Follow these safety guidelines for office desks:

- Keep desks in good condition (i.e., free from sharp edges, nails, etc.). Ensure that desks do not block exits or passageways.
- Ensure that glass-top desks do not have sharp edges.
- Ensure that desks with spring-loaded tables function properly.
- The table should not spring forth with enough force to cause an injury.
- Do not climb on desks. Use an approved ladder
- Keep desk drawers closed when not in use.
- Repair or report any desk damage that could be hazardous

Chairs

- Safety guidelines for office chairs include the following:

- Do not lean back in office chairs, particularly swivel chairs with rollers. Do not climb on any office chair. Use an approved ladder.
- Office desk chairs should have adjustable back supports and seat height.
- Make sure that your chair's back support position and seat height are comfortable.
- Take care when sitting in a chair with rollers. Make sure it does not roll out from under you when you sit down.
- Repair or report any chair damage that could be hazardous. Do not roll chairs over electrical cords.

Ladders

Always use an approved ladder or stool to reach any item above your extended arm height. Never use a makeshift device, such as a desktop, file cabinet, bookshelf, or box, as a substitute for a ladder. Follow these guidelines when using ladders:

- Do not load a ladder above its intended weight capacity.
- Place ladders on slip-free surfaces even if they have slip-resistant feet. Secure the ladder if a slip-free surface is not available.
- Avoid placing ladders in walkways. Secure a ladder if its location could cause an accident.
- Keep areas around ladders clean and free of debris.
- Do not use a ladder in front of a door unless the door is locked and barricaded. Refer to the Shop Safety chapter in this manual for more information on ladder safety.

Workstation Arrangement

With the extensive use of computers and other automated desk devices in the workplace, employees must take special care to ensure proper workstation arrangement. For the purpose of this manual, a workstation consists of the equipment and furniture associated with a typical desk job (i.e., desk, chair, and computer components).

Improper workstation arrangement combined with repetitive motion, however, may contribute to visual and musculoskeletal fatigue.

Cumulative trauma disorders, such as carpal tunnel syndrome may result from the stress of repetitive motion. Therefore, it is very important to arrange your workstation properly and to take breaks frequently.

The following sections offer recommendations for ensuring employee comfort through proper work proper workstation arrangement.

Operator's Seating Position

Your seating position at work is important to your comfort and safety. To reduce the painful effects of repetitive motion, follow these guidelines when working with computers or typewriters:

- Always sit up straight. Make sure your chair is adjusted to provide adequate support to your back.
- Place your feet flat on the floor or on a footrest. Lower legs should be approximately vertical, and thighs should be approximately horizontal.
- The majority of your weight should be on the buttocks.
- Ensure that there is at least 1 inch of clearance between the top of your thighs and the bottom of the desk or table.
- Keep your wrists in a natural position. They should not rest on the edge of the desk.
- Keep the front edge of your chair approximately 4 inches behind your knees.

Equipment Arrangement

By properly arranging your equipment, you can also help reduce the harmful effects of repetitive motion. Follow these guidelines for arranging office equipment:

- **Lighting:**
 - Lighting around computer workstations should illuminate the work area without obscuring the monitor or causing glare. Position computer screens, draperies, blinds, and pictures to reduce glare during work hours.
- **Monitors:**
 - Images should be clear and well-defined. Adjust the screen's brightness, contrast and display size to meet your needs. If a screen flickers or jumps, have it repaired or replaced. Place the monitor 20-28 inches away from your face. The center of the monitor should be approximately 15 to 25 degrees below your line of vision.
- **Keyboards:**
 - Position computer keyboards so that the angle between the forearm and upper arm is between 80 and 120 degrees. Place the keyboard in an area that is accessible and comfortable.
- **Wrist Support:**
 - Use wrist supports made of a padded material. The support should allow you to type without bending your wrists.



- Document Holders:
 - Keep documents at approximately the same height and distance from your face as the monitor screen.
- Telephones:
 - Neck tension is a common problem caused by holding the telephone between the head and neck. Use a headset or speakerphone if you use the telephone for extended periods of time.



Telecommuting Policy

PURPOSE

This Telecommuting Policy (this “**Policy**”) addresses the Plaquemines Port Harbor & Terminal District’s (the “**Port**”) guidelines and requirements for telecommuting. To ensure the effectiveness of this Policy, the Port establishes the following policy guidelines for employees who work remotely.

SCOPE

This Policy applies to all Port departments, directors, and employees.

POLICY STATEMENT.

The Port may allow or require employees to temporarily work remotely to satisfy the Port’s operational needs, ensure business continuity of the Port, or enhance our employees’ ability to be productive in their duties. An employee may be approved to work remotely based upon: (1) the needs of the organization, with due consideration for the nature of the position, (2) an emergency event which necessitates remote work, such as a weather disaster or pandemic, spread of infectious diseases, disaster recovery, or emergency efforts, or (3) a disability-related or pregnancy-related need for reasonable accommodation.

Approval of telecommuting remains at all times in the sole discretion of the Port and any determination will be consistent with state and federal law. An employee must meet the general requirements for productivity, quality, and attendance associated with his or her position to qualify for telecommuting status, and once approved, must maintain those performance standards. When granted, telecommuting status is considered a privilege and not a right or companywide benefit and may be revoked at any time with or without notice.

The Port recognizes telecommuting to be a viable, flexible work option when both the employee and the job duties/responsibilities are suitable for such an arrangement. Managers are urged to carefully review both the advantages and disadvantages prior to recommending a telecommuting arrangement for an eligible employee. Success depends on both the nature of the work and the nature of the employee. Nothing in this policy is intended in any manner to affect the status, terms and conditions of employment, or nature of the relationship between the Port and its employees.



DEFINITIONS.

“**Telecommuting**” (also known as teleworking, work-from-home, or remote work) is the practice of working from home, or in an appropriate satellite location for all or part of an employee’s workweek as approved by the Port through a written agreement. Telecommuting is the use of telecommunications and computer technologies to allow high-performing employees whose job responsibilities are suited to such an arrangement and who meet eligibility criteria to work at home, or to access work remotely. Telecommuting is not intended to be used in place of sick leave, family and medical leave, or any other type of leave. However, where appropriate and as approved by the Port, telecommuting may be used as reasonable accommodation or as partial or full return to work following an illness or injury.

“Telecommuter” is any Port employee who has received approval to perform work from an alternate location from his/her regular reporting location.

POLICY.

A. ELIGIBILITY

Individuals requesting to be allowed to telecommute must first be employed with the Port for a minimum of six (6) months of continuous, regular employment and must have completed their probationary or working test period. Additionally, employees must have a satisfactory performance record from the most recent performance evaluation period. Working remotely requires a high degree of self-discipline, professionalism and trust. Generally, employees with attendance and/or performance issues will not be eligible for remote work.

Telecommuting is not suitable for all employees and/or positions. Telecommuting may be appropriate for some employees and jobs, but not for others. To qualify for telecommuting, the employee must hold a position that permits a portion of his/her workload or responsibilities to be performed away from the office without diminishing the quality of customer service. Whether a position is suitable for telecommuting is determined by the Chief Administrative Officer and in some cases the Executive Director and is not at the discretion of the employee. The supervisor **MUST** agree with a telecommuting workmode and **MUST** be submitted the request prior to submission by the supervisor to the Chief Administration Officer.

B. GUIDELINES & PROCEDURES

To ensure the effectiveness of this policy, the Port establishes the following policy guidelines and may require certain employees to work remotely.

a. Work Standards

Employees who are authorized to work remotely are expected to meet the same standards and professionalism as they would at onsite office locations and agree to follow all Port’s policies and procedures, including those regarding work responsibilities, ethical conduct and public or



customer contact. Nothing in this Policy changes the general conditions of employment or required compliance with Port rules, practices, and instructions.

b. Benefits and Leave Requests Unchanged

The employee's salary and benefits will remain unchanged. The procedure for Leave requests for time off will also remain unchanged.

c. Accessibility

Employees must be accessible via telephone, network access or email at a level consistent with an employee working at the office or in a manner and frequency that is appropriate for the job and the individual involved during agreed-upon work hours to their supervisors, co-workers and customers to ensure that the day-to-day operations, objectives and directives are executed. If the employee is unwilling to comply with this requirement, remote work authorization will be withdrawn.

d. Telecommuting Agreement

A telecommuting agreement will be prepared by the Human Resources Manager for the approval of Chief Administrative Officer and shall be signed by the employee and his or her manager. For telework arrangements, the department manager can initiate a telecommuting agreement during emergency circumstances. Before entering into any teleworking agreement, the employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. The following areas are among those that will be considered in making this decision:

- Employee suitability- The employee and manager will assess the needs for personal and work responsibilities to understand the accountability of expected work results. The employee must be available during established scheduled working hours and respond in an adequate timely manner. The employee must meet physical presence obligations (on-site meetings/trainings/conferences) when required.
- Job responsibilities- The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a teleworking arrangement. Employee schedules are expected to align with core business hours (8:00 a.m. – 5:00 p.m.) and are expected to be available as they would if they were on the worksite. If performance issues develop while an employee is teleworking, the manager may initiate the progressive discipline process and/or immediately terminate the working from home agreement. Due to the nature of our business, many jobs are not suitable for remote work.
- Equipment needs, workspace design considerations and scheduling issues- The employee and manager will review the physical workspace needs and the appropriate location for the telework.

Copies of the telecommuting agreement and all attachments will be forwarded to the Chief Administrative Officer. The Chief Administrative Officer shall maintain copies of all telecommuting agreements currently in effect.



e. **Workspace**

Employees will maintain safe work practices and work environments. The employee will establish an appropriate work environment within his/her home for work purposes. Plaquemines Port will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Employees are responsible for ensuring that a proper remote work environment is maintained (e.g., dependent care arrangements are made so as not to interfere with work; personal disruptions such as non-business telephone calls and visits must be avoided and may only occur during non-working time). Employees may not provide primary care for a child under 18 years of age or adult dependents during at-home working hours. In extenuating circumstances, the employee may be approved to provide primary care for a child or adult dependent during at-home work hours, with prior approval of the Chief Administrative Officer.

Employees are required to have a dedicated workspace. The workspace should not be in a central part of the home (i.e., den, kitchen, living room). The dedicated workspace should create a work environment that is void of interruptions and is in a safe condition, free from hazards and other dangers to the employee and equipment. The Port reserves the right to approve the site chosen for the dedicated office space. Port Employees may be expected to submit photographs of the workspace to management and the Port reserves the right to make an in-person visual inspection of the workspace and to reject same if inappropriate, in the sole discretion of the organization.

Employees may be required to report to a designated location for in-person meetings or related activities, if deemed necessary, and may be required to participate in meetings through remote means. Employees should be aware that anything in plain view during virtual work meetings via Zoom, Microsoft Teams, or other virtual platforms, constitutes a part of the workplace and is subject to the Port's policies and procedures, and any inappropriately displayed content or behavior in such virtual work environments will be subject to discipline as appropriate under the Port's policies.

f. **Equipment**

Plaquemines Port will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by the Port is to be used for Port business purposes only. Employees shall use their best efforts to ensure Port equipment used at a remote work location is not lost, damaged, destroyed or stolen.

The Port IT Team is available to review these equipment needs with employees and to provide support to employees in advance of telework situations.

Employees are required to have reliable internet services and router. Employees who experience downtime caused by their internet connection failure which is expected to last for over two hours must report the concern to their immediate supervisor. Employees within non-exempt positions are not paid during their personal internet outage period where no work is performed but may



utilize paid or unpaid leave if unable to make up time. Employees within exempt positions are required to use available paid or unpaid leave during such outages where work is not performed. Repeated internet failures which disrupt the employee's ability to perform job duties in a timely and satisfactory manner will result in the employee being ineligible to work remotely.

g. Scheduling, Timekeeping, and Hours of Work:

Work hours and employee scheduling will be based on work need as determined by the Port. Unless otherwise directed, employees approved for remote work will maintain strict work hours of 8:00 a.m. to 5:00 p.m., with a 30-minute lunch break from 12:00 p.m. to 12:30 p.m.

Employees within non-exempt positions are to utilize the UKG timekeeping system to clock their worked time. Employees within exempt positions will input their time off in [insert] If the _____ application is unavailable, the employee will email their supervisor with their time off.

Employees must account for break times and lunch periods and keep accurate track of all hours worked. Any changes in regularly scheduled work hours are to be approved in advance by the employee's immediate supervisor or Chief Administrative Officer. If the employee is unable to work as scheduled for any reason, he/she is responsible for reporting the absence or schedule deviation to the immediate supervisor and Chief Administrative Officer.

Non-exempt employees may not work overtime without pre-approval by the employee's supervisor and the Chief Administrative Officer.

If there is any discrepancy in the time an employee works remotely in a pay period and the compensation reflected on that employee's paycheck, he or she must report the discrepancy immediately to the Chief Administrative Officer.

The schedule or ability to participate in remote work may be altered or revoked at any time.

h. Job Responsibilities

The employee will continue to perform all of his/her job responsibilities while working from home. The employee is required to meet or communicate with his/her Supervisor to receive assignments, review work progress and meet work deadlines as directed.

The employee must immediately notify his/her Supervisor when work assignments cannot be performed due to equipment failure or other circumstances.

i. Security

Employees that are allowed to work from home will be expected to ensure the protection of proprietary company and customer information accessible from their home office and are to use the same security and privacy standards used when using remote PC workstations as those used while physically at the Port.

Employees must ensure that their Port issued equipment and data is restricted and not accessible to non-employees. This includes:

- Always securing your workstation;
- Password protecting your devices at all times;
- Protecting client privacy by not allowing other individuals to use your computer;
- Using secure connections as approved by the Port and using Port approved technology when connecting remotely to the Port network; and
- Using Port equipment for Port business only.

j. Termination of Telecommuting Agreement

Employees must meet performance expectations in order to maintain eligibility to work remotely. During scheduled work hours, management may perform scheduled or random in-home monitoring of performance and workspace setup to ensure compliance with the conditions set forth in this policy and other applicable employment policies.

The Executive Port Director or Deputy Director may terminate telecommuting at any time. Employees should not assume any specified period of time for telework arrangements, and the Port may require employees to return to regular, in-office work at any time. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, childcare and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

k. Employee Liability

If an employee approved for remote work is injured in the course and scope of performing duties during the agreed upon work hours, he or she may be covered by the state's workers compensation law. The Employee must notify his or her supervisor immediately and complete necessary forms related to the accident or injury. The Port assumes no liability for injuries occurring in the employee's dedicated home workspace outside of regular work hours. To the greatest extent allowed by law, the Port assumes no responsibility/liability for injuries to the employee that occur at the home work area while the employee is acting outside of the course and scope of employment with the Port. The employee shall also be wholly liable for injuries to other persons on employee's premises and the Port assumes no responsibility for injury or damage to such persons or their property.

l. Indemnification

Employees approved for remote work understand that they remain liable for injuries to third persons and/or members of the employee's family on the employee's premises. Employee agrees to defend, indemnify and hold harmless the Port, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to third persons (including death) or damage to property caused, directly or indirectly, by the services provided by the employee on behalf of the Port.



m. Disability Accommodation Requests

The Port complies with the Americans With Disabilities Act and related state laws and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Port will provide reasonable accommodations to employees with disabling medical conditions if such would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the organization. Telecommuting is one type of reasonable accommodation which may be considered in appropriate circumstances, where telecommuting work is medically indicated. Employees should submit any request for accommodation in writing to the Chief Administrative Officer. After receiving the request, the Port will engage in an interactive dialogue with the employee to determine the limitations related to the disability and explore potential accommodations which would overcome such limitations. If the condition or need for accommodation is not obvious, the Port will request supporting medical documentation of the disability and the need for accommodation. Female employees affected by pregnancy, childbirth, or a related medical condition should follow the same procedure if reasonable accommodation is needed.

The Port makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment of each situation. This policy is not intended to substitute or replace the interactive process.

EFFECTIVE DATE(S).

This Policy was effective _____, 2021. This policy was last revised on October 29, 2023.

REVIEW SCHEDULE.

The Port maintains the right to revise, amend, or terminate this policy at any time with or without notice. This Policy shall be reviewed and updated, as necessary, at least every two years following the effective date.

VII. SIGNATURE, TITLE AND DATE OF APPROVAL

This policy needs to be signed by the appropriate officer (listed below) before it is considered approved.

Approved:

NAME:

TITLE:

Date Approved: _____

RESOLUTION NO. 25-

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

1 A Resolution authorizing the Executive Director of the Port, Charles D. Tillotson
2 to enter into and execute an agreement between Venable, LLP and Plaquemines
3 Port, Harbor and Terminal District d/b/a Louisiana Gateway Port (“the Port”) to
4 review the Infinity Engineering Consultants (“IEC”) design of the rail extension on
5 behalf of Surface Transportation Board (STB) to the proposed Plaquemines 11-
6 Mile Rail Extension; and otherwise to provide with respect thereto.

7
8 DIGEST: Authorization to enter into an agreement with Venable, LLP to review the Infinity
9 Engineering Consultants’ design of the rail extension on behalf of the Surface Transportation
10 Board (STB) to the proposed Plaquemines 11-Mile Rail Extension. *The digest is for informational*
11 *purposes only and is superseded by the language of the actual Resolution.*

12
13 WHEREAS, Venable, LLP agrees to provide legal counsel on behalf of the Port with the STB for
14 review under the independent NEPA study performed independently by Freese and Nicols, Inc.
15 for the right-of-way and infrastructure operations and licenses, permits and obligations that may
16 influence the Rio Grande Pacific Corporation’s on-going business; and

17
18 WHEREAS, at the Port’s expense, Venable, LLP agrees to provide the legal review of the Port’s
19 project including guidance in working with the STB; and

20
21 WHEREAS, the Port agrees to compensate Venable, LLP 100% of all actual costs, through Infinity
22 Engineering Consultants, of expenses incurred for this project, which is estimated to be \$100,000
23 and is currently included in the 2025 Capital Improvements budget; and

24
25 WHEREAS, all expenses paid by Infinity Engineering Consultants from the approved Capital
26 Improvement Program for the 11-Mile Rail Extension;

27
28 NOW, THEREFORE:

29
30 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
31 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR AND TERMINAL
32 DISTRICT THAT it hereby authorizes the Executive Director of the Port, Charles D. Tillotson to
33 enter into and execute an agreement between Venable, LLP and Plaquemines Port, Harbor and
34 Terminal District d/b/a Louisiana Gateway Port to review the NEPA review of the rail extension
35 with the STB to the proposed Plaquemines 11-Mile Rail Extension.

36
37 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
38 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR AND TERMINAL
39 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
40 certify and release this Resolution and that Port employees and officials are authorized to carry out
41 the purposes of this Resolution, both without further reading and approval by the Plaquemines
42 Parish Council.

**MEMORANDUM OF UNDERSTANDING
AMONG
SURFACE TRANSPORTATION BOARD, PLAQUEMINES PORT HARBOR AND
TERMINAL DISTRICT and FREESE AND NICHOLS**

RE: ENVIRONMENTAL ANALYSIS AND PREPARATION OF APPROPRIATE ENVIRONMENTAL DOCUMENTS RELATING TO THE PROPOSED CONSTRUCTION AND OPERATION OF A NEW RAIL LINE IN PLAQUEMINES PARISH, LOUISIANA BY PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT

I. Introduction and Purpose

- A. Plaquemines Port Harbor and Terminal District (PPHTD or Petitioner) anticipates filing a petition for exemption in Docket No. FD 36633 seeking authorization from the Surface Transportation Board (Board) to construct and operate a new rail line in Plaquemines Parish, Louisiana.
- B. When making its decision on whether to authorize the proposed construction and operation, the Board will consider the potential environmental impacts of constructing and operating the rail line and any rail-related alternatives. The Board will be the lead agency for preparing the environmental documentation required for the project, either an Environmental Impact Statement (EIS) or Environmental Assessment (EA), as required by the National Environmental Policy Act (NEPA). Pursuant to 49 C.F.R. §§ 1105.4(j) and 1105.10(d), the Board, through its Office of Environmental Analysis (OEA), has selected and PPHTD has agreed to engage, at PPHTD's expense, Freese and Nichols (Contractor) as the Independent Third-party Contractor for this proposal. The Contractor shall assist OEA in conducting the environmental review and preparing the environmental documentation¹ related to PPHTD's proposal. The Contractor's scope of work, approach, and activities shall be under the sole supervision, direction, and control of OEA. The Draft and Final EIS or EA, including appendices, will be posted and made available on the Board's web site.

¹ The terms "environmental documentation" and "environmental document(s)" embrace draft, supplemental, and final EAs, EISs, and any other reports, studies, surveys, or related documents.

- C. This Memorandum of Understanding (MOU) summarizes the relationship among the Contractor, PPHTD, and OEA, as set forth in applicable regulations and Board policy, regarding the conditions and procedures each party must follow in preparing all environmental documentation. The MOU does not supersede or amend, and is made expressly subject to, the requirements of NEPA, and, to the extent applicable, related environmental laws, and 49 C.F.R. Part 1105.
- D. PPHTD, the Contractor, and OEA agree to work within the framework of this MOU to develop an efficient method to complete the environmental review for the proposed project. OEA shall maintain overall responsibility for the documentation, analysis, methodology, consultation, and mitigation related to the environmental review process. OEA shall direct, evaluate, oversee, and approve the environmental review process.

II. Document Process

OEA will prepare, on behalf of the Board, the draft environmental document (EA or EIS) for agency and public review. OEA will independently draft any recommended mitigation measures, based on its review of potential environmental impacts of the project for the Board to consider imposing in its final decision should the Board decide to grant the petition.

III. Agreement between PPHTD and Contractor

- A. Any contract between PPHTD and Contractor, and any subcontracts, shall be consistent with the provisions of the MOU.
- B. The terms of the MOU shall override any contradictory or conflicting terms regarding the scope and performance of any work to be conducted under any contract entered into between PPHTD and the Contractor; provided, however, that the foregoing shall not limit the rights of PPHTD and Contractor to contract on terms which require the work to be performed cost-effectively.
- C. The contract between the Contractor and PPHTD shall specifically provide, and the Contractor shall represent, that (1) the Contractor and any subcontractors do not and shall not have any financial or economic interest in the project that is the subject of the petition or in PPHTD or any entity or person directly or otherwise affiliated with PPHTD except for payment for services rendered in connection with the preparation of all required environmental documentation, and except for

services rendered pursuant to other agreements not prohibited by the MOU, and (2) there is no agreement between PPHTD, or any other person or entity and the Contractor regarding future employment that is contingent upon the Contractor's performance under this contract. The Contractor shall concurrently execute a disclosure statement and submit it to both OEA and PPHTD, before beginning any work under OEA's direction. It is understood that the Contractor and any subcontractors have not been employed to conduct any environmental analysis related to the petition for PPHTD, or for any other person or entity, and, therefore, can be retained as independent third-party contractor(s). The Contractor and any subcontractors shall submit an annual disclosure statement until the scope of work is complete and approved.

D. Restrictions on other work:

- (1) Prior to commencement of work, Contractor shall identify a core team of personnel who will be the only personnel performing the requirements in the Work Plan described in Section VII;
- (2) No employee of the Contractor or employee of any subcontractor, who is a part of the Contractor's core team committed to the environmental review process for the petition, shall engage in (a) other work for PPHTD or any entity or person directly or otherwise affiliated with PPHTD during this proceeding or (b) any work, relating to the petition, for any party to this proceeding at any time;
- (3) No other employee of the Contractor or other employee of any subcontractor shall, unless OEA is provided prior notice of and approves such work, engage in other work for PPHTD or any entity or person directly or otherwise affiliated with PPHTD during this proceeding; and
- (4) No other employee of the Contractor or other employee of any subcontractor shall engage in any work for any entity relating to the petition before the Board.

E. PPHTD shall bear the costs incurred by the Contractor, and by any subcontractor engaged by the Contractor to help in preparing the required environmental documentation to implement NEPA and related environmental laws. The Contractor and any subcontractors shall work under the direction of OEA and shall be subject to the provisions of Section III.C and Section III.D. PPHTD agrees to hold harmless and indemnify the United States of America and the

Board with respect to any and all claims, demands, causes of action, and the like, which may arise in performing the work under the contract between the Contractor and PPHTD.

- F. Any contract between the Contractor and PPHTD shall specifically limit any remedies available to the Contractor and subcontractors upon termination of the contract to affirmatively relieve the United States of America, the Board, and any officer, agent, or employee, from any liability from terminating the contract.

IV. Contractor Responsibilities

- A. Contractor may engage subcontractors to perform work related to environmental review of the petition, subject to the provisions of Section III.C and Section III.D. Prior to any subcontractor beginning work, Contractor shall identify a core team of personnel who will be the only personnel performing the requirements in the Work Plan described in Section VII. All work performed by the Contractor or any subcontractors shall be under the sole direction, control, supervision, and final approval of OEA. Contractor and subcontractors, if any, will act as the agent(s) of the Board, not PPHTD, in performing its/their duties.
- B. The Contractor shall provide:
 - (1) Appropriate expertise in the areas of environmental concern (including, but not limited to, air quality, wetlands, biological resources, geotechnical resources, hydrology, land use, safety, noise, social and economic, and cultural/historic resources);
 - (2) A good working knowledge of environmental laws, applicable laws and regulations (including environmental regulations) administered or promulgated by the Board, NEPA and other applicable federal regulations, state laws and regulations, and applicable local ordinances and regulations;
 - (3) The capacity to perform environmental impact analysis and prepare appropriate environmental documentation;
 - (4) Thorough, readable, technically sound, and informative environmental documents, as well as related charts, maps, diagrams, etc.;

- (5) Representatives to attend and/or facilitate meetings with federal, state, regional, and local agencies, other interested parties, and PPHTD for exchanging and obtaining information, explaining the notice and related environmental concerns and impacts, and receiving comments in preparing the required environmental documentation;
 - (6) Expertise in data management; and
 - (7) Assistance to OEA in ensuring that the data collection, analyses, and methodologies for the environmental documents are complete, accurate, and relevant to OEA's needs for the environmental review of the notice under NEPA.
- C. The Contractor shall maintain and provide OEA upon request:
- (1) Adequate record-keeping and reporting systems to assure preservation of all data gathered, including, for example, surveys, studies, peer-reviewed reports;
 - (2) Logs summarizing all telephone calls, meetings, document reviews, and other substantive communications with OEA, PPHTD, local governments, governmental agencies, citizens' groups, and any other interested parties; and
 - (3) Lists of all agencies, other railroads, citizens' groups, organizations, and individuals (including their respective addresses and telephone numbers) contacted in preparing the environmental documentation.
- D. The Contractor shall perform the work in a timely, responsive, satisfactory, and cost-effective manner, pursuant to a work schedule developed with OEA in coordination with PPHTD and approved by OEA.
- E. The Contractor shall assist OEA in coordinating the exchange of all relevant environmental information and technical data/studies related to the notice and all required environmental documentation among OEA staff, PPHTD's staff and representatives, the Contractor, and any subcontractors.
- F. The Contractor will submit directly to OEA any and all work the Contractor performs in preparing all required environmental documentation, studies, surveys, etc. The Contractor, and any subcontractors, shall preserve and not disclose the

results of their work or release any of the underlying work papers, drafts, or other materials prepared under the contract to anyone without OEA's express authorization. In no case shall PPHTD be provided the opportunity to modify or edit the Contractor's work prior to submission to OEA, without OEA's express authorization.

- G. The Contractor shall follow the directions and instructions of OEA, and incorporate them into the environmental document(s) in a timely and responsive manner. The Contractor shall submit preliminary and final drafts of any documents to OEA for final review and approval.
- H. The Contractor shall provide OEA access to and the right to review all procedures and underlying data used in the Contractor's development and preparation of all environmental documents. This includes, but is not limited to, field reports/surveys, technical studies and analyses, subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be reflected in draft, supplemental, or final environmental documents submitted to OEA.
- I. The Contractor, and any subcontractors, shall cooperate fully with OEA in organizing, participating in, and conducting any public workshops, informational meetings, and other meetings, as OEA determines are necessary, to foster public understanding of and/or participation in the environmental review process, and to assess potential environmental impacts and develop mitigation measures related to the petition.
- J. The Contractor will assist OEA in reviewing comments received during the environmental review process, will draft a summary of rail-related comments, and will coordinate analysis of these comments with OEA.
- K. The Contractor shall assist OEA in preparing the required environmental documentation, environmental recommendations, selection of alternatives, and development of mitigation measures.
- L. The Contractor's Project Manager, other technical experts, as appropriate, shall be available to attend all meetings, briefings, consultations, and site visits as OEA deems necessary. The Project Manager shall devote as much time to environmental review of the petition as is necessary to assure the Contractor's performance of its responsibilities under this MOU. This work commitment will

extend for the entire time necessary to complete the environmental review for the petition.

- M. Except as specifically authorized by OEA, the Contractor and any of its subcontractors shall refer all media/press inquiries directly to OEA.
- N. As needed, the Contractor will provide technical expertise and administrative support to OEA during preparation of the Board's decision and in addressing any environmental issues arising in the Board's consideration of this proceeding. In the event of any appeal from a Board decision in this proceeding, the parties hereto shall at that time determine the need for and terms of the Contractor's services in connection with judicial review of that decision.
- O. Contractor shall retain all project-related environmental and historic documents, including supporting documentation, emails, project files, reports and drafts for at least 3 years beyond issuance of the final decision by the Board or at least 3 years beyond the close of any Board imposed oversight period, whichever is longest. Documentation for Memorandum of Agreements (MOA) or Programmatic Agreements (PA) under the National Historic Preservation Act shall be maintained for 3 years after the stipulations of the MOA or PA have been satisfied.
- P. The Contractor shall submit invoices to PPHTD on a monthly basis and shall concurrently provide a copy of each invoice to OEA. An invoice shall be considered unpaid if PPHTD fails to pay the invoice within 60 days of receipt. In the event of two consecutive unpaid invoices, the Contractor shall notify OEA as soon as practicable. If the Contractor determines that it will stop work associated with the environmental review process because of two or more consecutive unpaid invoices, the Contractor will notify OEA and PPHTD within three business days of making that determination.

V. Petitioner Responsibilities

- A. PPHTD shall retain the Contractor to assist OEA in preparing all required environmental documentation and services, as that assistance and its costs are defined by a contract to be negotiated and executed by PPHTD and the Contractor, and in the Work Plan described in Section VII.
- B. PPHTD, including its staff and representatives, shall provide to OEA and the Contractor any requested supportive expertise, resources, data, and technical

capabilities necessary to undertake the environmental analysis, subject to the right of PPHTD to advise OEA of any request received from OEA of the Contractor that PPHTD believes either is not germane to matters appropriately reviewed in the environmental review process, is contrary to applicable statutes and regulations, would impose an extraordinary burden on PPHTD, or is subject to the right of PPHTD to maintain confidentiality as to proprietary, privileged, or other information which is not otherwise subject to disclosure. If PPHTD so advises OEA, OEA shall determine whether the request is appropriate and shall so advise PPHTD and the Contractor of its determination. OEA shall, to the extent possible, maintain the confidentiality of any information if so requested by PPHTD.

- C. PPHTD shall cooperate fully with OEA in organizing and participating in any public workshops, hearings, and meetings, as OEA determines are necessary to (1) foster public understanding and/or participation in the environmental review process, and (2) assess potential environmental impacts and mitigation measures related to the notice.
- D. With respect to all reports, analyses, and documents, including drafts, supplements, and final copies of the environmental documents, PPHTD shall be responsible for the Contractor's administrative and clerical costs, as well as the costs of graphics, maps, layouts, mailing, and printing, as those costs are defined by a contract to be negotiated and executed by PPHTD and the Contractor. PPHTD shall, however, have the option of directing that the printing of the environmental documentation be performed by a private entity, rather than OEA. PPHTD shall be solely responsible for the cost of preparing and providing to OEA the appropriate number of copies of all required environmental documentation.
- E. PPHTD shall provide complete, accurate, relevant, and timely responses to all reasonable requests for information pertaining to the notice to the Board, the Operating Plan, and the environmental aspects and effects of the proposed rail construction and operation.

VI. Board/OEA Responsibilities

- A. The Board is responsible for ensuring compliance with the requirements of NEPA and other applicable environmental statutes and regulations by preparing appropriate environmental documentation.

- B. OEA shall:
- (1) Direct, review, and approve all phases of preparing all required environmental documentation, including the work of the Contractor, using OEA's best efforts to ensure that the work is reasonably necessary to conduct the environmental review process regarding the proceeding and the work is within the scope of NEPA requirements. For example, OEA shall ensure that the Contractor considers existing data and environmental analyses available from PPHTD, OEA, and other sources, and that the Contractor does not duplicate work already done, unless OEA determines that the existing data are not adequate for use in preparing the environmental documentation;
 - (2) Designate appropriate staff to review and approve all work as it is developed and completed;
 - (3) Ensure that its representatives attend meetings, as needed, with federal, state, regional, and local agencies, and other interested parties, as well as any public hearings or meetings, to exchange information, explain the petition and related environmental concerns and impacts, obtain technical input, and receive comments in preparing all required environmental documentation; and
 - (4) Coordinate, with the Contractor's assistance, the exchange of information among any planning, design, or construction engineers or technical staff employed by PPHTD and Contractor.
- C. OEA will periodically review the work of the Contractor to ensure that the Board's responsibilities under NEPA and related environmental laws and regulations are being satisfied. As each portion of any draft or final document is completed, OEA staff shall review and approve that portion and those tasks completed, and/or direct further work with regard to that portion or task.
- D. OEA will monitor the Contractor to ensure that the Contractor is making adequate progress toward meeting specific time frames established in the Work Plan described in Section VII. If OEA determines these commitments are not being met, it will notify PPHTD of its findings. It will be the responsibility of OEA to recommend any necessary corrective action to be taken under this MOU.

- E. In all instances involving questions concerning the content or relevance of any material (including all data, analyses, charts, and conclusions) prepared by the Contractor, OEA shall make the final determination on including, deleting, or revising any such material in the environmental documents.
- F. To coordinate the preparation of all required environmental documentation, and to verify notice-related data, OEA will hold monthly joint meetings with PPHTD and Contractor, unless the parties agree on a different schedule. As necessary, OEA may exclude PPHTD from participation. OEA may also consult directly with appropriate federal, state, and local officials, and other interested parties.
- G. OEA, with the assistance of the Contractor, will be responsible for organizing and conducting any public workshops or meetings that may be necessary in preparing environmental documents during the environmental review process.
- H. OEA, with the assistance of the Contractor, will receive all relevant comments submitted during the environmental review process and comment period. At the close of any public review and comment period, OEA, in consultation with the Contractor, shall identify the issues and comments that will require a response from the Board. OEA may direct these comments to PPHTD and to the Contractor, as appropriate, to be included in the final environmental document. OEA may modify these responses as appropriate.
- I. OEA, with the assistance of the Contractor, shall prepare final recommendations for the Board.
- J. OEA shall retain responsibility for deciding the environmentally preferable alternative, and any mitigation measures to be included in the final environmental document.

VII. Work Plan

- A. The Contractor, in consultation with OEA and PPHTD, shall submit a draft Work Plan to OEA for preparing the required environmental documentation within 10 business days after all parties have signed this MOU. The draft Work Plan shall contain at least the following elements:
 - (1) A description of all work to be performed (including preparing and sending any consultation letters; participating in public and agency

meetings; outlining and drafting environmental documents; reviewing, analyzing, and summarizing public comments, conducting analyses, etc.);

- (2) The projected schedule for completing the various tasks described;
- (3) Identification of the Contractor's staff members who will be responsible for preparing, analyzing, and reviewing the work; and
- (4) An outline of the environmental analysis.

B. Following receipt of the draft Work Plan, OEA, in consultation with the Contractor and PPHTD, shall finalize the Work Plan in a timely manner.

C. After consultation with the Contractor and PPHTD, OEA may amend the Work Plan from time to time as the environmental review of the notice may necessitate. The parties hereto shall consult at least once every month to confirm that the work is being performed in the most efficient and cost-effective manner and to consider possible measures to improve the efficiency and cost-effectiveness of the work.

VIII. Disputes

Disputes between the parties may arise regarding the environmental review process, including approach, methods, analysis, conclusions, and performance of the obligations of the parties to this MOU. The parties agree to seek resolution of disputes among the individuals or parties directly involved. In addition, the parties may seek independent facilitation or mediation to assist in resolving disputes if resolution is not achieved.

IX. Nonperformance and Termination

A. PPHTD or Contractor shall notify OEA of any concerns either party might have with respect to the other party's performance under the contract between PPHTD and Contractor or this MOU. All parties will attempt to resolve, in good faith, any disputes or disagreements.

B. If OEA determines that either the Contractor or PPHTD is not adequately performing its responsibilities and duties in accordance with this MOU, OEA will discuss its concerns with the Contractor and PPHTD. If OEA's concerns cannot be satisfactorily resolved, OEA will notify PPHTD that OEA is removing the Contractor for cause, or direct PPHTD to comply with the MOU. Upon removal

of the Contractor, OEA shall endeavor to replace the Contractor with another qualified contractor as soon as practicable.

C. Both PPHTD and Contractor shall immediately notify OEA of any attempt by either party to modify or terminate the contract between PPHTD and Contractor. Termination of the contract shall be subject to OEA’s prior approval, after consultation with PPHTD and Contractor. Such approval shall not be unreasonably withheld, conditioned or delayed. Upon approving termination of the contract, OEA shall endeavor to replace the Contractor with another qualified contractor as soon as practicable. Notwithstanding the foregoing, PPHTD may terminate the contract without OEA’s approval if it withdraws notice of intent or petition.

X. Modification

This MOU may be modified only by written amendment executed by OEA, PPHTD, and the Contractor.

PLAQUEMINES PORT HARBOR AND
TERMINAL DISTRICT

By:

Title:

Date:

SURFACE TRANSPORTATION BOARD

FREESE AND NICHOLS

By:

By:

Title:

Title:

Date:

Date:

RESOLUTION NO. 25-

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

1 A Resolution authorizing the Executive Director of the Port, Charles D. Tillotson
2 to enter into and execute an Independent NEPA Review between Freese and
3 Nichols, Inc. (“FNI”) and Plaquemines Port, Harbor and Terminal District d/b/a
4 Louisiana Gateway Port (“the Port”) to review the Infinity Engineering
5 Consultants’ (“IEC”) design of the rail extension on behalf of the Surface
6 Transportation Board (STB) to the proposed Plaquemines 11-Mile Rail Extension;
7 and otherwise to provide with respect thereto.

8
9 DIGEST: Authorization to enter into and execute an Independent NEPA Review between FNI to
10 review the Infinity Engineering Consultants’ design of the rail extension on behalf of the Surface
11 Transportation Board (STB) to the proposed Plaquemines 11-Mile Rail Extension. *The digest is*
12 *for informational purposes only and is superseded by the language of the actual Resolution.*

13
14 WHEREAS, FNI agrees to provide an Independent NEPA Review of 11-Mile Rail Extension to
15 the STB for the right-of-way and infrastructure operations and licenses, permits and obligations
16 that may influence the Rio Grande Pacific Corporation’s on-going business; and

17
18 WHEREAS, at the Port’s expense, FNI agrees to provide the Independent NEPA Review of the
19 Port’s project including guidance in working with the STB; and

20
21 WHEREAS, the Port agrees to compensate FNI 100% of all actual costs, through Infinity
22 Engineering Consultants, of expenses incurred for this project, which is estimated not to exceed
23 \$450,000 and is currently included in the 2025 Capital Improvements budget;

24
25 NOW, THEREFORE:

26
27 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
28 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR AND TERMINAL
29 DISTRICT THAT it hereby authorizes the Executive Director of the Port, Charles D. Tillotson to
30 enter into and execute an Independent NEPA Review between Freese and Nichols, Inc. (“FNI”)
31 and Plaquemines Port, Harbor and Terminal District d/b/a Louisiana Gateway Port (“the Port”) to
32 review the Infinity Engineering Consultants’ (“IEC”) design of the rail extension on behalf of the
33 Surface Transportation Board (STB) to the proposed Plaquemines 11-Mile Rail Extension.

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

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the Plaquemines Port Harbor and Terminal District and its representative Infinity Engineering Consultants, LLC ; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Work Plan as referenced in the MOU, described below.

Pursuant to the Memorandum of Understanding (MOU) entered into between the Plaquemines Port Harbor and Terminal District, FNI, and the Surface Transportation Board (the Board), this Terms and Conditions Agreement (T&C Agreement and together with the Work Plan, collectively referred to hereinafter as the "Agreement") is consistent with the MOU and should any terms of this contract conflict or contradict any MOU terms, the terms of the MOU shall prevail.

2. **STATEMENT OF RELATIONSHIPS:** FNI represents that (1) it and any subcontractors do not and shall not have any financial or economic interest in the project that is the subject of the petition or in the Client or any entity or person directly or otherwise affiliated with the Client except for payment for services rendered in connection with the preparation of all required environmental documentation, and except for services rendered pursuant to other agreements not prohibited by the MOU and (2) there is no agreement between Client, or any other person or entity and FNI regarding future employment that is contingent upon FNI's performance under the Agreement.

FNI represents that it and any subcontractors shall submit an annual disclosure statement to the Client and the Board, through its Office of Environmental Analysis (OEA) until the scope of work is complete and approved.

FNI agrees to hold harmless and defend Client with respect to any and all claims, demands, causes of action, and the like, which may arise in performing the work under the framework developed for the environmental review policy and at the direction, supervision and/or management of the OEA.

A. Restrictions on other work:

- (1) Prior to commencement of Services, FNI shall identify a core team of personnel, including subcontractors, who will be the only personnel performing the requirements in the Work Plan described in Section VII of the MOU;
 - (2) No employee of FNI or employee of any subcontractor, who is a part of the FNI's core team committed to the environmental review process for the petition, shall engage in (a) other work for Client or any entity or person directly or otherwise affiliated with Client during this proceeding or (b) any work, relating to the petition, for any party to this proceeding at any time;
 - (3) No other employee of FNI or other employee of any subcontractor shall, unless OEA is provided prior notice of and approves such work, engage in other work for Client or any entity or person directly or otherwise affiliated with Client during this proceeding; and
 - (4) No other employee of FNI or other employee of any subcontractor shall engage in any work for any entity relating to the petition before the Board.
3. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI

that FNI may reasonably discover in its review and inspection thereof.

- STANDARD OF CARE:** FNI will perform all professional services under the Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under the Agreement or otherwise, in connection with any Services performed or furnished by FNI.

- INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

- CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under the Agreement.

- OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

- PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client

and in acceptance of Services as satisfactory by Client. FNI shall submit invoices to Client on a monthly basis and shall concurrently provide a copy of each invoice to OEA. An invoice shall be considered unpaid if Client fails to pay the invoice within 60 days of receipt. In the event of two consecutive unpaid invoices, FNI shall notify OEA as soon as practicable. If FNI determines that it will stop work associated with the environmental review process because of two or more consecutive unpaid invoices, FNI will notify OEA and Client within three business days of making that determination. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of the Agreement will be added to FNI's compensation.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under the Agreement has been revised.

Client shall bear the costs incurred by FNI, and by any subcontractor engaged by FNI, with the consent of Client, to help in preparing the required environmental documentation to implement NEPA and related environmental laws. FNI and any subcontractors shall work under the direction of OEA and shall be subject to the provisions of Section III.C and Section III.D of the MOU.

9. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under the Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI shall retain all project-related environmental and historic documents, including supporting documentation, emails, project files, reports and drafts for at least 3 years beyond issuance of the final decision by the Board or at least 3 years beyond the close of any Board imposed oversight period, whichever is longest. Documentation for Memorandum of Agreements (MOA) or Programmatic Agreements (PA) under the National Historic Preservation Act shall be maintained for 3 years after the stipulations of the MOA or PA have been satisfied. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. Subject to the approval from Client, FNI may reuse all drawings, report data, and other project information in the execution of Services provided under the Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
10. **TERMINATION:** The obligation to provide Services under the Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination. Further pursuant to section III. F. of the MOU, any remedies available to FNI subject to termination of the Agreement, affirmatively relieve the United States of America, the Board, and any officer, agent, or employee, from any liability from terminating the Agreement.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or

procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of the Agreement before the construction phase of the project begins.

12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
13. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by the Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
14. **SUBCONTRACTS:** Subject to Client approval, FNI may engage subcontractors to perform work related to environmental review of the petition, subject to MOU provisions Section III.C and Section III.D. Prior to any subcontractor beginning work, FNI shall identify a core team of personnel who will be the only personnel performing the requirements in the Work Plan described in MOU Section VII. All work performed by FNI or any subcontractors shall be under the sole direction, control, supervision, and final approval of OEA. FNI and subcontractors, if any, will act as the agent(s) of the Board, not the Client, in performing its/their duties.

If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

15. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this T&C Agreement. Should there be any conflict between the purchase order and the terms of this T&C Agreement, then this T&C Agreement shall prevail and be determinative of the conflict.

16. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to the Agreement or the project.
17. **ARBITRATION:** No arbitration, arising out of or relating to the Agreement, involving one party to the Agreement may include the other party to the Agreement without their approval.
18. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of the Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. Subject to Client approval, FNI may employ such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

ORDINANCE NO. 25-

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

1 An Ordinance to authorize Executive Director, Charles D. Tillotson, of the
2 Plaquemines Port, Harbor & Terminal District d/b/a Louisiana Gateway Port to
3 award a contract for the removal and replacement of the Port’s administration
4 building roof and to amend the 2025 Plaquemines Port, Harbor and Terminal
5 District Capital Improvement Budget; and otherwise to provide respect thereto.
6

7 DIGEST: The Port must remove and replace the roof of its administration building to preserve and
8 extend the life of the building. *The digest is for informational purposes only and is superseded by*
9 *the language of the actual Ordinance.*
10

11 WHEREAS, it is necessary to amend the 2025 Plaquemines Port, Harbor & Terminal District
12 Capital Improvement Budget to allocate funds for the removal and replacement of the roof for the
13 Port’s administration building to preserve and extend the life of the building; and
14

15 WHEREAS, the Port’s administration building houses the Plaquemines, Harbor & Terminal
16 District, Maritime Security Operations Center, Plaquemines Parish Emergency Operations Center,
17 and Venture Global; and
18

19 WHEREAS, the removal and replacement of the roof costs \$ [redacted] and will take 60 days to
20 complete; and
21

22 WHEREAS, the removal and replacement of the roof will be completed by [redacted];
23

24 NOW, THEREFORE:

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

SECTION 1

29
30
31 It hereby authorizes Executive Director, Charles D. Tillotson, of the Plaquemines Port, Harbor &
32 Terminal District d/b/a Louisiana Gateway Port to award a contract for the removal and
33 replacement of the roof for the Port’s administration building.
34

SECTION 2

35
36
37 The 2025 Port, Harbor and Terminal District, Capital Improvement Budget, [redacted] is
38 amended by appropriating \$ [redacted] from the Unrestricted Fund Balance as follows:

39

Fund: 445 Port Harbor Fund			
Dept/Div: 490- [redacted] [redacted]			
Object	Description	Inc/ Dec	Amendment
[redacted]	[redacted]	Inc	[redacted]

SECTION 3

40
41
42 The Secretary of this Council is hereby authorized and directed to immediately certify and release
43 this Ordinance and that Port employees and officials are authorized to carry out the purposes of
44 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.
45

RESOLUTION NO. 25-

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

1 A Resolution to authorize the signatories on all Plaquemines Port, Harbor and
2 Terminal District (“The Port”) bank accounts at Regions Bank; and otherwise to
3 provide with respect thereto.
4

5 DIGEST: The Port needs to update the signatories on all Plaquemines Port, Harbor and Terminal
6 District accounts at Regions Bank and remove personnel no longer employed by The Port. *The*
7 *digest is for informational purposes only and is superseded by the language of the actual ordinance*
8 *or resolution.*
9

10 WHEREAS, Regions Bank requests that the governing authority of the Plaquemines Port Harbor
11 & Terminal District authorize signatories be listed on all of The Port bank accounts; and
12

13 WHEREAS, it is requested that Charles D. Tillotson, Executive Director, Patrice A. Bell, Chief
14 Administrative Office, and Shannon M. Glapion, Chief Financial Officer, be authorized as
15 signatories of all Regions bank accounts; and
16

17 WHEREAS, Regions Bank is directed to remove all previous signatories and replace them with
18 those listed in this Resolution;
19

20 NOW, THEREFORE:

21
22 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
23 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
24 DISTRICT THAT Regions Bank is hereby authorized to honor checks, drafts, and orders of the
25 Plaquemines Port, Harbor and Terminal District on all Regions bank accounts when signed with
26 any two signatures, of which at least one signature must be the handwritten original signature, and
27 the other signature may be an authorized machine facsimile signature of:
28

29 Charles D. Tillotson, Executive Director of The Port
30 Patrice A. Bell, Chief Administrative Officer of The Port
31 Shannon M. Glapion, Chief Financial Officer of The Port
32

33 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
34 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
35 DISTRICT THAT all other resolutions in conflict herewith are hereby repealed.
36

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

RESOLUTION NO. 25-

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

1 A Resolution to authorize the signatories on all Plaquemines Port, Harbor and
2 Terminal District (“The Port”) bank accounts at Hancock Whitney bank; and
3 otherwise to provide with respect thereto.
4

5 DIGEST: The Port needs to update the signatories on all Plaquemines Port, Harbor and Terminal
6 District accounts at Hancock Whitney bank and remove personnel no longer employed by The
7 Port. *The digest is for informational purposes only and is superseded by the language of the actual*
8 *ordinance or resolution.*
9

10 WHEREAS, Hancock Whitney bank requests that the governing authority of the Plaquemines Port
11 Harbor & Terminal District authorize signatories be listed on all of The Port bank accounts; and
12

13 WHEREAS, it is requested that Charles D. Tillotson, Executive Director, Patrice A. Bell, Chief
14 Administrative Office, and Shannon M. Glapion, Chief Financial Officer, be authorized as
15 signatories of all Hancock Whitney bank accounts; and
16

17 WHEREAS, Hancock Whitney bank is directed to remove all previous signatories and replace
18 them with those listed in this Resolution;
19

20 NOW, THEREFORE:

21
22 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
23 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
24 DISTRICT THAT Hancock Whitney bank is hereby authorized to honor checks, drafts, and orders
25 of the Plaquemines Port, Harbor and Terminal District on all Hancock Whitney bank accounts
26 when signed with any two signatures, of which at least one signature must be the handwritten
27 original signature, and the other signature may be an authorized machine facsimile signature of:
28

29 Charles D. Tillotson, Executive Director of The Port
30 Patrice A. Bell, Chief Administrative Officer of The Port
31 Shannon M. Glapion, Chief Financial Officer of The Port
32

33 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
34 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
35 DISTRICT THAT all other resolutions in conflict herewith are hereby repealed.
36

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

RESOLUTION NO. 25-

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

1 A Resolution to adopt a Cooperative Endeavor Agreement (CEA) between the
2 Plaquemines Port, Harbor and Terminal District d/b/a Louisiana Gateway Port and
3 Plaquemines Parish Government for the purpose economic development
4 collaboration; and authorizing Port Executive Director, Charles D. Tillotson, to
5 enter into a CEA Plaquemines Port, Harbor and Terminal District d/b/a Louisiana
6 Gateway Port and Plaquemines Parish Government for the purpose economic
7 development collaboration; and otherwise to provide with respect thereto.
8

9 DIGEST: Authorization to adopt and enter into a Cooperative Endeavor Agreement (CEA)
10 between the Plaquemines Port, Harbor and Terminal District d/b/a Louisiana Gateway Port and
11 Plaquemines Parish Government for the purpose of economic development collaboration. *The*
12 *digest is for informational purposes only and is superseded by the language of the actual*
13 *Resolution.*
14

15 WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public
16 purpose, the State of Louisiana (the "State"), and its political subdivisions or political corporations
17 may engage in cooperative endeavors with each other or with any other private association,
18 corporation or individuals; and
19

20 WHEREAS, the Plaquemines Parish government shall lead and coordinate all operations and
21 economic development that affect property owned by the Port or within the Port District within
22 the Port Commission and Port Director; and
23

24 WHEREAS, the Port shall cooperate with the Parish on all economic development, to include
25 providing planning guidance required for maritime related development opportunities where
26 decisions are to be made by a combination of the Parish, Port, or Client on the suitability of the
27 property as relates to the cargo/commodity type, community or environmental fit, and/or the
28 logistics feasibility; and
29

30 WHEREAS, and that the Port District shall authorize and approve all permitting and infrastructure
31 improvements as located in the Port District where the property is adjoined to the bature and the
32 Mississippi River and/or and economic development as set forth in the Port's Master Plan and
33 Capital Improvement Plan; and
34

35 WHEREAS, the Port Commission governs the Port's operations and taxing authority, including
36 setting charges, fees and tariffs; and
37

38 WHEREAS, The Plaquemines Port, Harbor and Terminal District is a public corporation and
39 political subdivision of the State of Louisiana, created by the Louisiana Legislature and ratified,
40 pursuant to Section 31 of Article XIV of the Constitution of the State of Louisiana for the year
41 1921, as amended; and
42

43 WHEREAS Louisiana Revised Statute Title 34:1351, *et seq.* provides that the Plaquemines Parish
44 Port Authority shall have territorial limits coextensive with the parish of Plaquemines, Louisiana,
45 as presently constituted and has certain authority regarding operations within the Port District; and
46

47 WHEREAS, Louisiana Revised Statute 34:1360 provides that the Port District shall have the
48 power to regulate commerce and traffic within the Port District in such a manner as it determines
49 is in the public's best interest; and
50

51 WHEREAS, in 2012, the Plaquemines Parish Commission Council issued Ordinance No. 12-139
52 (hereafter the "Separation Ordinance"), that separates the Port Commission from the Plaquemines
53 Parish government and civil service; and
54

55 WHEREAS, the Separation Ordinance affirmed that Plaquemines Parish government retained
56 certain rights and powers within the Port District to ensure that no additional police powers were
57 conferred on the Port; and
58

59 WHEREAS, practical considerations necessitate that governmental agencies work together in
60 order to effectively utilize all available resources to provide safety and security services of the
61 river, river-front, docks, wharves, navigable waterways, vessels adjacent to or away from docks
62 and wharves, as well as the banks, battures and contiguous and adjacent areas affected by port,
63 harbor, terminal, water, and marine activities within the Port and Parish jurisdictions;

64

65 NOW, THEREFORE:

66

67 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
68 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR AND TERMINAL
69 DISTRICT THAT it hereby authorizes Charles D. Tillotson, Executive Director of Plaquemines
70 Port, Harbor and Terminal District d/b/a Louisiana Gateway Port, to adopt and enter into a
71 Cooperative Endeavor Agreement (CEA) between the Plaquemines Port, Harbor and Terminal
72 District d/b/a Louisiana Gateway Port and Plaquemines Parish Government for the purpose of
73 economic development collaboration.

74

75 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
76 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT HARBOR AND TERMINAL
77 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
78 certify and release this Resolution and that Port employees and officials are authorized to carry out
79 the purposes of this Resolution, both without further reading and approval by the Plaquemines
80 Parish Council.

81

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PLAQUEMINES PARISH PORT, HARBOR AND TERMINAL DISTRICT,
AND
THE PLAQUEMINES PARISH GOVERNMENT
FOR SHARED ECONOMIC DEVELOPMENT EFFORTS

This agreement is made and entered into on this ____ day of _____, 2025, by and between the Plaquemines Parish Port, Harbor and Terminal District, d/b/a Louisiana Gateway Port (hereinafter, the "Port"), represented herein by Chairman, Christopher Schulz, duly authorized Plaquemines Parish Government (hereinafter, the "Parish") represented herein by Plaquemines Parish President W. Keith Hinkley.

WHEREAS, Art. VII, Sec. 1 4(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State of Louisiana (the "State"), and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, the Plaquemines Parish government shall lead and coordinate all operations and economic development that affect property owned by the Port or within the Port District within the Port Commission and Port Director; and

WHEREAS, the Port shall cooperate with the Parish on all economic development, to include providing planning guidance required for maritime related development opportunities where decisions are to be made by a combination of the Parish, Port, or Client on the suitability of the property as relates to the cargo/commodity type, community or environmental fit, and/or the logistics feasibility; and

WHEREAS, and that the Port District shall authorize and approve all permitting and infrastructure improvements as located in the Port District where the property is adjoined to the batture and the Mississippi River and/or and economic development as set forth in the Port's Master Plan and Capital Improvement Plan; and

WHEREAS, the Port Commission governs the Port's operations and taxing authority, including setting charges, fees and tariffs; and

WHEREAS, The Plaquemines Port, Harbor and Terminal District is a public corporation and political subdivision of the State of Louisiana, created by the Louisiana Legislature and ratified, pursuant to Section 31 of Article XIV of the Constitution of the State of Louisiana for the year 1921, as amended; and

WHEREAS Louisiana Revised Statute Title 34:1351, *et seq.* provides that the Plaquemines Parish Port Authority shall have territorial limits coextensive with the parish of Plaquemines, Louisiana, as presently constituted and has certain authority regarding operations within the Port District; and

WHEREAS, Louisiana Revised Statute 34:1360 provides that the Port District shall have the power to regulate commerce and traffic within the Port District in such a manner as it determines is in the public's best interest; and

WHEREAS, in 2012, the Plaquemines Parish Commission Council issued Ordinance No. 12-139 (hereafter the "Separation Ordinance"), that separates the Port Commission from the Plaquemines Parish government and civil service; and

WHEREAS, the Separation Ordinance affirmed that Plaquemines Parish government retained certain rights and powers within the Port District to ensure that no additional police powers were conferred on the Port; and

WHEREAS, practical considerations necessitate that governmental agencies work together in order to effectively utilize all available resources to provide safety and security services of the river, river-front, docks, wharves, navigable waterways, vessels adjacent to or away from docks and wharves, as well as the banks, battures and contiguous and adjacent areas affected

by port, harbor, terminal, water, and marine activities within the Port and Parish jurisdictions;

NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL, AS THE SOLE GOVERENING AUTHORITY OF THE PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT AND THE PLAQUEMINES PARISH GOVERNMENT THAT the Port Commission Chairman/Parish Council is hereby authorized to authorize the Port Director, acting under guidance and approval of the Port Commission, to collaborate with the Parish President, acting under the guidance and approval of the Parish Council, when economic development opportunities are within the Port District where the facility is on or within the Mississippi River within the limits designated in the Louisiana Constitution and Louisiana Revised Statute Title 34:1351, *et seq.* and that the Port District shall authorize and approve all permitting and infrastructure improvements and/or and economic development as set forth in the Port's Master Plan and Capital Improvement Plan.

It is understood by both of the Parties that continuous cooperation and contingent planning is a necessity to accomplish this economic development task, therefore, the Parties are encouraged to continue to meet, exchange ideas, and develop plans relative to this Agreement.

APPROVED:

**PLAQUEMINES PORT, HARBOR
AND TERMINAL DISTRICT d/b/a
LOUISIANA GATEWAY PORT**

PLAQUEMINES PARISH GOVERNMENT

**CHARLES D. TILLOTSON,
EXECUTIVE DIRECTOR**

**W. KEITH HINKLEY,
PARISH PRESIDENT**

ORDINANCE NO. 25-

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

1 An Ordinance to reclassify the \$50,000 increase in the contract amount which was
2 approved with Ordinance 25-56 from Plaquemines Port, Harbor and Terminal
3 District Fund, 2025 Operating Expenditure Budget, line-item Professional Services
4 - General; to the 2025 Five-year Capital Improvement Budget – Economic Impact
5 Analysis where the project; and otherwise to provide with respect thereto.
6

7 DIGEST: Plaquemines Port Harbor & Terminal District received approval of the \$50,000
8 increase, it was requested from the Operating Expenditure Budget but should have been to the Five
9 -year Capital Improvements Budget – Economic Impact Analysis. *The digest is for informational*
10 *purposes only and is superseded by the language of the actual ordinance or resolution.*

11 WHEREAS, amending the Port, Harbor & Terminal Fund, 2025 Five-Year Capital Improvements budget
12 – Economic Impact Analysis by transfer of \$50,000 from 2025 Operating Expenditure Budget, Port Harbor
13 & Terminal District Department, line item Professional Services – General;
14

15 NOW, THEREFORE:

16
17 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
18 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
19 DISTRICT THAT:
20

SECTION 1

21
22
23 It hereby authorizes Charles D. Tillotson, Executive Director, to reclass the funds from the 2025
24 Operating Expenditure Budget to the 2025 Five-year Capital Improvement budget, Economic
25 Impact Analysis.
26

SECTION 2

27
28
29 The Plaquemines Port, Harbor & Terminal Fund, 2025 Operating Expenditure Budget is amended
30 by decreasing the amount by \$50,000 to the Plaquemines Port, Harbor & Terminal District
31 Department, Professional Services – General and increasing the amount by \$50,000 to the 2025
32 Five-year Capital Improvement budget, Economic Impact Analysis, Professional Services -
33 General
34

Fund: 445 Port Harbor Fund			
Dept/Div: 490-2460 General Operations Division			
Object	Description	Inc/Dec	Amendment
532.150	Professional Services -	Dec	(\$50,000)

35
36

Fund: 445- Port, Harbor & Terminal District			
Department: 910- Capital Improvements			
Division: 9022 Economic Impact Analysis			
Object	Description	Inc/Dec	Amendment
532.001	Professional Services - General	Inc	\$50,000

SECTION 3

37
38
39
40 The Secretary of this Council is hereby authorized and directed to immediately certify and release
41 this Ordinance and that Port employees and officials are authorized to carry out the purposes of
42 this Resolution, both without further reading and approval by the Plaquemines Parish Council.
43
44

ORDINANCE NO. 25-56

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

An Ordinance to increase the contract amount with Dr Loren Scott for the Economic Impact Analysis, 2025 Operating Expenditure Budget, line item Professional Services - General; and otherwise to provide with respect thereto.

DIGEST: Plaquemines Port Harbor & Terminal District has a need to update the Port’s Economic Impact Analysis to include new development ventures within the Port’s district. *The digest is for informational purposes only and is superseded by the language of the actual ordinance or resolution.*

WHEREAS, \$150,000 is needed for Dr. Loren Scott to complete an Economic Impact Analysis in preparation of updating the Port’s Master Plan; and

WHEREAS, \$100,000 was approved with the 2025 Original Adopted Budget; and

WHEREAS, amending the Port, Harbor & Terminal Fund, 2025 Operating Expenditure Budget, Port Harbor & Terminal District Department, line item Professional Services – General by transfer \$50,000 from the Port’s Unrestricted Fund Balance;

NOW, THEREFORE:

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

SECTION 1

The Plaquemines Port, Harbor & Terminal Fund, 2025 Operating Expenditure Budget is amended by increasing the amount by \$50,000 to \$150,000 to the Plaquemines Port, Harbor & Terminal District Department, Professional Services – General.

Fund: 445 Port Harbor Fund			
Dept/Div: 490-2460 General Operations Division			
Object	Description	Inc/Dec	Amendment
532.150	Professional Services -	Inc	\$50,000

SECTION 2

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

Commissioner McCarty seconded the motion to adopt the Ordinance.

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

YEAS: Commissioners Tyrone Edwards, Brian Champagne, Chris Schulz, Stuart J. Guey, Patricia L. McCarty, Ronnie Newsom, Carlton M. LaFrance, Sr., Mitch Jurisich and Commissioner Mark Cognevich

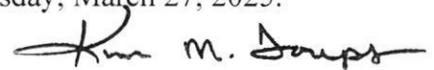
NAYS: None

ABSENT: None

PRESENT BUT NOT VOTING:

And the Ordinance was adopted on this the 27th day of March, 2025.

I hereby certify the above and foregoing to be a true and correct copy of an Ordinance which was adopted at a meeting held by the Plaquemines Parish Council in the Pointe-a-la-Hache Council Chambers, 18055 Hwy. 15, Pointe-a-la-Hache, Louisiana, on Thursday, March 27, 2025.



Secretary

ORDINANCE NO. 23-68

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

An Ordinance to amend the Plaquemines Port, Harbor and Terminal District Manpower Structure to create and fund the unclassified position of Director of Communications; and otherwise provide with respect thereto.

DIGEST: With the increased Port development activity and public information commitments to the community as well as the Port development partners, it has become necessary to create the position of Director of Communications to circulate vital public information. *The digest is for informational purposes only and is superseded by the language of the actual ordinance or resolution.*

WHEREAS, empowered by LA R.S. 34:1352.....”the Plaquemines Port, Harbor and Terminal District....may contract with and employ attorneys, clerks, engineers, superintendents, and such other employees and agents and fix their compensation and term of employment as may be necessary to carry out the purposes of their authority.”; and

WHEREAS, the Council as the sole governing authority of the Plaquemines Port, Harbor & Terminal District has determined that in order to carry out the purposes of advancing the Port development, public information and community outreach in and around Plaquemines Parish, it is necessary to create the position of Director of Communications and to hire a full-time employee to fill that position; and

WHEREAS, the base yearly salary of the newly created position of Director of Communications, not including FICA Taxes, Retirement and group insurance not to exceed \$90,000 per year; and

WHEREAS, The Port and the Director of Communications will enter into a mutually agreed upon Employment Contract;

NOW, THEREFORE:

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

SECTION 1

In accordance with Louisiana Revised Statute 34:1351 et seq, the Plaquemines Parish Council as the sole governing authority of the Plaquemines Port, Harbor & Terminal District does hereby request to create the unclassified position of Director of Communications.

SECTION 2

The Director of Communications shall work directly for the Plaquemines Port, Harbor & Terminal District under the direct supervision of the Deputy Port Director and Executive Director.

SECTION 3

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

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

Commissioner Newsom seconded the motion to adopt the Ordinance.

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

YEAS: Commissioners Tyronne Edwards, Brian Champagne, Chris Schulz, Stuart J. Guey, Patricia McCarty, Ronnie Newsom, Carlton M. LaFrance, Sr., and Mitch Jurisich

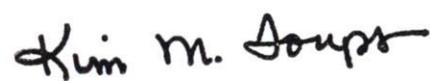
NAYS: None

ABSENT: Commissioner Mark Cognevich

PRESENT BUT NOT VOTING: None

And the Ordinance was adopted on this the 25th day of April, 2023.

I hereby certify the above and foregoing to be a true and correct copy of an Ordinance which was adopted at a meeting held by the Plaquemines Parish Council in the Pointe-a-la-Hache Courthouse Council Chambers, 18055 Hwy. 15, Pointe-a-la-Hache, Louisiana, on Thursday, May 25, 2023.



Secretary

RESOLUTION NO. 25-

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

1 A Resolution authorizing the Port Director to petition and file an application for a
2 map change pursuant to and in conformity with the Comprehensive Zoning
3 Ordinance to rezone those certain properties located in Point Celeste Farms
4 Subdivision, Phase I, identified as Lots 18-26 (currently owned by a third party),
5 27-29 (currently owned by a third party), and 30 (currently owned by a third party),
6 and additionally, Tract A (currently owned by a third party) from Flood Plain (FP)
7 District to Heavy Industrial (I-3) District; and otherwise to provide with respect
8 thereto.
9

10 DIGEST: Plaquemines Port, Harbor & Terminal District is rezoning Lots 18-26 (currently owned
11 by a third party), 27-29 (currently owned by a third party), 30 (currently owned by a third party),
12 and Tract A (currently owned by a third party) from Flood Plain (FP) District to Heavy Industrial
13 (I-3) District. *The digest is for informational purposes only and is superseded by the language of*
14 *the actual ordinance or resolution.*
15

16 NOW, THEREFORE:
17

18 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
19 GOVERNING AUTHORITY OF THE PLAQUEMIENS PORT HARBOR & TERMINAL
20 DISTRICT THAT it hereby authorizes the Port Director to petition and file an application for a
21 for a map change pursuant to and in conformity with the Comprehensive Zoning Ordinance,
22 specifically Section XII, to rezone those certain properties located in Point Celeste Farms
23 Subdivision, Phase I, identified as Lots 18-26 (currently owned by a third party), 27-29 (currently
24 owned by a third party), and 30 (currently owned by a third party), and additionally, Tract A
25 (currently owned by a third party) from Flood Plain (FP) District to Heavy Industrial (I-3) District.
26

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

RESOLUTION NO. 25-

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

1 A Resolution authorizing and directing the Executive Port Director, Charles D.
2 Tillotson, or his designee, to prepare and send mailouts to inform Plaquemines
3 Parish residents and businesses of the Port's progress and work being on a yearly
4 or twice a year basis; and otherwise to provide with respect thereto.

5 DIGEST: This Resolution would provide the residents and business in Plaquemines Parish with
6 information regarding the work being done and the progress made by the Plaquemines Port, Harbor
7 & Terminal District. *The digest is for informational purposes only and is superseded by the*
8 *language of the actual ordinance or resolution.*

9 WHEREAS, in an effort to keep the public informed of the work being done and the progress
10 being made by the Port, it is the desire of this Council, as the Sole Governing Authority of the
11 Plaquemines Port, Harbor & Terminal District, that yearly or on a twice a year basis to notify
12 residents and businesses of the Port's progress;

13 NOW, THEREFORE:

14 BE IT RESOLVED BY THE PLAQUEMINES PORT, HARBOR & TERMINAL DISTRICT
15 THAT it hereby authorizes and directs, the Executive Port Director Charles D. Tillotson, or his
16 designee, to send a mailout regarding the Port's progress and the work being done to the residents
17 and business located in Plaquemines Parish on a yearly or twice a year basis.

18 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PORT, HARBOR & TERMINAL
19 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
20 certify and release this Resolution and that Parish officials and employees are authorized to carry
21 out the purposes of this Resolution, both without further reading and approval by the Plaquemines
22 Parish Council.

