

**PORT OF SOUTH LOUISIANA  
REGULAR COMMISSION MEETING  
WEDNESDAY, OCTOBER 9, 2019  
ADMINISTRATION BUILDING  
LAPLACE, LOUISIANA  
5:00 P.M.**



1. CALL TO ORDER.....CHAIRMAN ROBICHAUX
2. ROLL CALL.....CHAIRMAN ROBICHAUX
3. PLEDGE OF ALLEGIANCE.....COMMISSIONER SCONTRINO
4. APPROVAL OF MINUTES .....CHAIRMAN ROBICHAUX  
September 18, 2019
5. FINANCIAL REPORT .....TREASURER MURRAY  
August 31, 2019
6. DIRECTOR'S REPORT.....EXECUTIVE DIRECTOR AUCOIN
7. NEW BUSINESS AND PUBLIC COMMENTS
  - A. CONSIDER 2018-2019 AUDIT
  - B. CONSIDER RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT FOR RUNWAY 17-35 REHABILITATION PHASE II (CONSTRUCTION) REHABILITATION- SPN H.013962
  - C. CONSIDER RESOLUTION REQUESTING STATE AND FEDERAL FUNDING FOR THE CAPITAL IMPROVEMENT PLAN FOR THE PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT
  - D. CONSIDER WAREHOUSE AND PROPERTY ACQUISITION,IMPROVEMENTS, PLANNING AND CONSTRUCTION, FP&C PROJECT NO. 36-P21-12-01, CHANGE ORDER NO.1
  - E. CONSIDER EXTENDING CONSULTING AND ADVISORY AGREEMENT WITH SABISTON CONSULTANTS
  - F. EXECUTIVE SESSION TO DISCUSS ONGOING EXPROPRIATION PROCEEDINGS

8. COMMITTEE REPORTS

9. ADJOURNMENT

*America's Largest Tonnage Port*



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**A REGULAR MEETING OF THE PORT OF SOUTH LOUISIANA  
COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA ADMINISTRATION  
BUILDING ON WEDNESDAY, OCTOBER 9, 2019**

**ITEM 1-CALL TO ORDER**

Chairman Paul Robichaux called the Meeting to order at 5:00 p.m.

**ITEM 2-ROLL CALL**

Vickie Clark            Mr. Bazile  
Mr. Bazile            Here.

Vickie Clark            Ms. Songy  
Ms. Songy            Here.

Vickie Clark            Mr. Murray  
Mr. Murray            Here

Vickie Clark            Mr. Scontrino  
Mr. Scontrino        Here

Vickie Clark            Mr. Hickerson  
Mr. Hickerson        Here

Vickie Clark            Mr. Sellars  
Mr. Sellars            Here.

Vickie Clark            Mr. Buckwalter  
Mr. Buckwalter      Here.

Vickie Clark            Mr. Roussel  
Mr. Roussel            Here.

Vickie Clark            Mr. Robichaux  
Mr. Robichaux        Here.

**ITEM 3. PLEDGE OF ALLEGIANCE**

Commissioner Scontrino led the Pledge of Allegiance.

**ITEM 4. APPROVAL OF MINUTES –SEPTEMBER 18, 2019**

A Motion was offered by Mr. Scontrino and seconded by Mr. Bazile that the Minutes from the Regular Commission Meeting held on September 18, 2019 be approved.

- YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel Mr. Robichaux
- NAYS** None
- ABSTAIN** None
- ABSENT** None

**ITEM 5. FINANCIAL REPORT- AUGUST 31, 2019**

Mr. Murray The Financial report is in your compendium. I want to point out that our revenue is still about \$800,000 below our budgeted numbers. The good news is that the river is coming down and we are seeing some improvement there.

I also want to point out that our expenses are running near the \$600,000, lower than budgeted which also helps us out in the overall picture. We need to keep a close eye on what is going on both on the national front and how China trade affects us with grain sales etc. I am not going to say its bleak, but it causes us to pay attention to that.

I also want to point out that later in the Meeting we will be considering the 2018-2019 Audit and the Committee had a meeting and made a recommendation. We all cover that at that time.

A Motion was offered by Mr. Murray and seconded by Mr. Bazile that the August 31, 2019. Financial Report be approved, and that the payment of bills be ratified.

- YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel Mr. Robichaux
- NAYS** None
- ABSTAIN** None
- ABSENT** None

**CANADIAN FOR ST. JAMES PARISH PRESIDENT'S OFFICE, PETE DUFRENSE,  
WAS RECOGNIZED BY THE COMMISSION**

**ITEM 6. DIRECTOR'S REPORT**

Mr. Aucoin

Globalplex Vessel/Barge/Truck Activity –General Cargo Dock (Globalplex) -The Port received 28 barges handling wetcake at our General Cargo Dock during the month of September.

At the Bulk Dock with Lafarge/Holcim- there were 12 barges at the during the month.

Vessel Count from January through September 2019, there were 2913 vessels; That is 383 less vessels then the same period last year.

Barge Count In Port District-January through September, 40,486 barges- January through September 2019 that is 6,780 less barges in 9 months of 2019 compared to same period last year.

Truck Traffic At Globalplex- September, 2019-2,206 trucks at Globalplex.

Globalplex Administration Building (Business Development Center) (Capital Outlay \$9.6m)- We are still awaiting Facility Planning and Control's final review and approval before we advertise for bids for the Administration Building project. The test piles at the site have been driven and we are waiting for the results.

Building 71 – (LafargeHolcim) (Capital Outlay \$2.8M) Construction activities at Building 71 site are ongoing. Structural repairs to the building frame are underway at the North and South end walls. The Contractor is completing field work and preparation of submittals to repair the damaged building truss and column members.

General Cargo Dock Retrofitting Project & Crane Project (Port Priority- \$18.7m Combined) The advertising documents for both the General Cargo Retrofitting project and the crane project were received from AECOM this week. Advertising will begin October 17<sup>th</sup> with the pre-bid

conference scheduled on November 6th and the bid opening on November 26<sup>th</sup>.

Building 11 – Leased by CRC (Capital Outlay –\$700K, Construction continues at Building 11 (warehouse leased by CRC). A Change Order for additional work to the roof is on the agenda tonight. This additional work is to remove and replace 102 existing skylights and additional material and labor necessary for the taller seams in the roof panels.

Building 76 Rail Improvement Project (EVONIKS)-In November 2018 the Commission passed a resolution to improve the rail between Building 76 and Building 71. The Port will be accepting bids for this project on October 15<sup>th</sup>.

St. Charles Rail Yard Project (Capital Outlay \$8.7m) - As you may recall, the bids for this rail project came in well over our budget amount. A conference call between the Port and DOW is scheduled on October 15<sup>th</sup>. DOW should have their answer from their Board about accepting the Port's proposal so we can move forward with the next steps for the project. It may be necessary to call a Special Commission Meeting this month by October 21<sup>st</sup> so the board can be updated on the rail project as well as decide on whether the Port will move forward with the project and the lease with DOW. (Barriere Construction has agreed to hold their prices until that time but have indicated they will not extend beyond that date). The Port would have to go through the process of advertising for bids again if we cannot meet the deadline.

Port Of South La Executive Regional Airport  
Airport Statistics – September 2019  
Total number of aircraft take-off and landings: 445

Total Fuel sales revenues \$16,479  
Net sales= \$6,943

T-Hangar 10 Unit Project (that is \$1.1 Million: LaDOTD Funding =\$575K & Port 50% Match =\$575K). The foundation was poured for the T-hangars last week. The T-Hangar project is expected to be completed by the end of the year.

Runway Rehabilitation (that is FAA/LaDOTD - \$1.7M)  
The runway rehabilitation project will require a full runway closure during the construction phase. Due to this closure and coordination with another overlay project at the Gonzales airport, the FAA has

pushed the project commencement to mid-November. Gerald Babin is coordinating with FAA as to when we can start this project.

Filming of a documentary to promote aviation to school-aged kids was filmed at the airport last month. A 17- year old pilot from Baton Rouge was filmed at Executive Regional Airport.

#### Monthly Airport Fly-In

The September fly-in was well attended. Our next Fly-in is scheduled for October. The events are for the public so anyone with an interest in aviation and the airport is invited to attend.

Insurance-The Port received 14 Insurance Request for Qualifications. 8 of the 14 agents were selected to be interviewed to qualify for the Request for Proposals. The Insurance Consultant's evaluation report is due on October 28<sup>th</sup>. Commissioner Hickerson has requested an Insurance Committee Meeting be held on November 4<sup>th</sup>. This meeting will be to review the qualifying agent shortlist to approve them for the insurance RFP process. I want to say that Member s of our staff has done an outstanding job meeting with these potential prospects. It has been a long process of interviews.

Update on American Liberty incident: -The dive survey to assess the damage at the Holcim dock is tentatively scheduled for the week of October 14<sup>th</sup>.

ADM continues to make progress on the repair of its dock facility. During the past month, their contractor continued to cut and remove the concrete dock foundation; demolished the below dock structural steel, pipe bracings and above dock grating areas. They will begin demolishing the Barge Haul Wall piles and the piles at mudline level.

Miscellaneous- Dale and Roy attended the National Waterways Conference in Memphis, Tennessee from September 17-19. The World Trade Center hosted the United Kingdom Consul General, Mr. Richard Hyde on September 23<sup>rd</sup>. We had an opportunity to visit with Consul General Hyde and other dignitaries representing the U.K.

The World Trade Center Board met on September 24<sup>th</sup> and yesterday, October 8<sup>th</sup>.

I attended the AAPA Washington DC Fly-In on September 26<sup>th</sup>.

The combined United Way and Employee Benefits Luncheon Meeting was held on October 1<sup>st</sup>.

I attended the Lower Mississippi Security Council (LMRPWSSC) Meeting held in Baton Rouge on October 2<sup>nd</sup>.

Roy and I attended the PAL Meeting in Baton Rouge on October 3.

I was invited to attend a Maritime Roundtable discussion with Congressman Garret Graves and Ranking member on the House Transportation & Infrastructure Committee, Congressman Sam Graves of Missouri on Friday, October 4<sup>th</sup>.

Roy is attending the IAMPE Training in Portland, Maine this week.

The Port hosted a delegation from the African countries of Angola and Cameroon at the St. John Community Center on October 7<sup>th</sup>. We had approximately 40 people in attendance. St. John President Natalie Robottom, Aspen Murphy with Marathon Petroleum and I provided remarks and presentations to the delegation. U.S. Ambassador to Angola Maria Fite attended.

The Port met with AECOM and James Purpera, our Capital Outlay Consultant to discuss submitting our Capital Outlay Requests for 2020-2021 (the next fiscal year). The deadline to submit these projects each year is November 1. We are submitting requests for 8 projects:

- Administration Building
- Building 71 additional funding
- Globalplex Dock Access Bridge
- New Warehouse
- Bulk Dock
- Globalplex Rail Siding
- Container Cargo Dock
- Airport 10-Unit T-Hangar

The Engineering Reports can be seen on your surface tablets.

**ITEM 7. NEW BUSINESS AND PUBLIC COMMENT**

Mr. Robichaux Any public comments?

**ITEM 7A. CONSIDER 2018-2019 AUDIT**

Mr. Murray Yes sir. We had a finance Committee meeting this evening at 4:30 and reviewed the 2018-2019 Audit. The Committee voted unanimously to recommend approval to the Commission.

A Motion was offered by Mr. Murray and seconded by Mr. Hickerson that the 2018- 2019 Audit be approved.

<b>YEAS</b>	Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel Mr. Robichaux
<b>NAYS</b>	None
<b>ABSTAIN</b>	None
<b>ABSENT</b>	None

**ITEM 7B. CONSIDER RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT FOR RUNWAY 17-35 REHABILITATION PHASE II (CONSTRUCTION) REHABILITATION- SPN H.013962**

Mr. Aucoin This agreement with the Louisiana Department of Transportation and Development is for the State's commitment of up to \$116,658 which is approximately 10% of the total project to rehabilitate Runway 17-35 at the airport. The remaining funds for this project have been committed from FAA. I recommend approving this resolution.

A Motion was offered by Mr. Murray and seconded by Mr. Roussel that the Executive Director be authorized to execute the agreement between the Port and LaDOTD for Runway 17-35 Rehabilitation Phase II (construction) Rehabilitation -SPN H.013962.

<b>YEAS</b>	Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel Mr. Robichaux
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**NAYS**        None

**ABSTAIN**    None

**ABSENT**     None

**ITEM 7C. CONSIDER RESOLUTION REQUESTING STATE AND FEDERAL FUNDING FOR THE CAPITAL IMPROVEMENT PLAN FOR THE PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT**

Mr. Aucoin        Thank you, Chairman Robichaux. Each year the Airport submits an Airport Capital Improvement Plan to FAA and the State that is due November 1<sup>st</sup>. This is our wish list for the next 6 years. Within the Capital Improvement Plan is a provision from the Port to the La Department of Transportation and Development to provide matching funds for a 2<sup>nd</sup> T-Hangar project. The Airport Committee at a meeting on May 13, 2019 approved adding this project to our Capital Improvement Plan. I recommend the full Commission follow the recommendation of the Committee and adopt approving both the resolution to submit the Capital Improvement Plan and the resolution providing matching funds of \$600,000 for the 2<sup>nd</sup> T-hangar project.

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino that a Resolution be passed requesting State and Federal Funding for the Capital Improvement Plan for the Port of South Louisiana Executive Regional Airport

**YEAS**        Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel  
Mr. Robichaux

**NAYS**        None

**ABSTAIN**    None

**ABSENT**     None

**ITEM 7D. CONSIDER WAREHOUSE AND PROPERTY ACQUISITION, IMPROVEMENTS, PLANNING AND CONSTRUCTION, FP&C PROJECT NO. 36-P21-12-01**

Mr. Aucoin    Thank you, Mr. Chairman. This Change Order is for additional work to be

done to the roof at Building 11 (Pepsi/CRC Warehouse). The additional work is to remove and replace 102 skylights and for the extra material needed for the taller seams in the ceiling. The Change Order is for \$114,905. The Port will be responsible for approximately \$89,896.00. As you may recall we originally knew we did not have enough Capital Outlay funding for the Roof and demolition of walls projects for Building 11. On March 13, 2019 the Commission voted to provide additional funds of \$681,000 to the project. This \$89,896 is being expended out of the \$681,000 the Port approved in March 2019. I recommend approving this resolution.

Mr. Roussel I went look at that Building... are we sure...we are doing the right thing?

Mr. Aucoin That is an ongoing project for Building 11.

Mr. Roussel Sorry wrong building.

A Motion was offered by Mr. Scontrino and seconded by Mr. Hickerson that Change Order No. 1 for 36-P21-12-01 (Roof Membrane Project) be approved in the amount of \$114,905.00.

**YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson,  
Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel  
Mr. Robichaux

**NAYS** None

**ABSTAIN** None

**ABSENT** None

**ITEM 7E. CONSIDER EXTENDING CONSULTING AND ADVISORY AGREEMENT WITH SABISTON CONSULTANTS**

Mr. Robichaux Before we move to a vote I would like to introduce Norma Jane. Let her tell us a little bit about what she is doing.

Norma Jane Sabiston Thank you, Mr. Chairman of the Board for allowing me to say a few words. I am joined here by my colleague Zack Monroe who you see a lot at your regular meetings.

Our job, Sabiston Consultants, job is to work very closely with the Professional team here at the Port and all our Commissioners to try to identify grants that will help us with our infrastructure needs here at the Port. We spent the first few months just earning about the Port and all the needs that are necessary to make sure that we continue to be the greatest Port in the world. We have been working particularly with Dale and with our partners at AECOM and with the RPC on identifying where those funds are so that we can make sure that you take care of those buildings that don't look to good right now.

We also are working presently on an EDA grant. Sorry, about the Bayou Steel situation but it could bold well for us getting a better match for that particular grant. We are also working on a rail grant, a CRISI grant, that we hope to move forward with shortly so that is what the Sabiston Team is doing for the Port of South Louisiana. We would love the opportunity to report to you on a more regular basis so that you are informed as to how our progress is going forward. Just again to compliment the partners we have on your professional team who help us in efforts to bring more funding to the Port.

Mr. Robichaux        Thank you! Anybody has any questions?

Mr. Hickerson        Which rail location is that?

Ms. Sabiston         For the CRISI

Mr. Monroe            Yes, I am sorry... this is Zac Monroe with Sabiston. We are looking at standing rail line at the northern part of Globalplex where it is currently underdeveloped. We would be refurbishing some of the rail around there as well as extending some rail. We can look at putting some rail car storage in there or some warehouse. We can extend the rail tracks to warehouse in the future. Right now, we are working on whether we can find a suitable match and we will move forward from there.

Mr. Aucoin        As Norma Jane mentioned, Sabiston Consultants provides grant assistance to the Port. Thanks for being here today. The agreement we are looking at today would extend our relationship with Sabiston Consultants for an additional year. The monthly fee is \$7500 (\$90,000 per year). I recommend approving this request

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino that the Executive Director be authorized to execute an agreement extending Sabiston Consultants agreement.

**YEAS**                Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel Mr. Robichaux

**NAYS**                None

**ABSTAIN** None

**ABSENT** None

Mr. Roussel In the future don't wait until renewal time to know what the companies are doing. Every so often, every six months, every four months give an update on what they are working on for us ,so we are not caught by surprise at the end of the year. Saying what have they done for us. This is every Consultant not just this one.

Mr. Aucoin Great suggestion. We will not have them all here at one time but have our consultants appear on the Agenda at different times and they can update us on what they are doing for the Port.

**ITEM F. EXECUTIVE SESSION TO DISCUSS ONGOING EXPROPRIATION PROCEEDINGS**

A Motion was offered by Mr. Murray and seconded by Mr. Buckwalter that the Commission exit Regular Session and go into Executive Session. Time: 5:20 p.m.

**YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson,  
Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel  
Mr. Robichaux

**NAYS** None

**ABSTAIN** None

**ABSENT** None

A Motion was offered by Mr. Murray and seconded Mr. Scontrino that the Commission exit Executive Session and return to Regular Session. Time: 5:50 p.m.

**YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson,  
Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel  
Mr. Robichaux

**NAYS** None

**ABSTAIN** None

**ABSENT** None

**SUSPEND RULES AND AMEND AGENDA**

A Motion was offered by Mr. Murray and seconded by Mr. Hickerson that the rules be suspended and that the Agenda be amended and **ITEM 7G. CONSIDER RESOLUTION AUTHORIZING THE PORT OF SOUTH LOUISIANA TO ACCEPT MPLX OPERATIONS, LLC AS A GUARANTOR TO THAT CERTAIN AGREEMENT TO LEASE WITH MT. AIRY TERMINAL, LLC, FORMERLY PIN OAK TERMINALS, LLC, DATED AS OF AUGUST 20, 2018 IN SUBSTITUTION FOR PIN OAK HOLDINGS, LLC AS GUARANTOR; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH** be added.

<b>YEAS</b>	Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson, Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel Mr. Robichaux
<b>NAYS</b>	None
<b>ABSTAIN</b>	None
<b>ABSENT</b>	None

**ITEM 7G. CONSIDER RESOLUTION AUTHORIZING THE PORT OF SOUTH LOUISIANA TO ACCEPT MPLX OPERATIONS, LLC AS A GUARANTOR TO THAT CERTAIN AGREEMENT TO LEASE WITH MT. AIRY TERMINAL, LLC, FORMERLY PIN OAK TERMINALS, LLC, DATED AS OF AUGUST 20, 2018 IN SUBSTITUTION FOR PIN OAK HOLDINGS, LLC AS GUARANTOR; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

Mr. Aucoin I would recommend that the Commission adopt the added Resolution that Attorney Villa discussed.

Attorney Villa Yes, that the Resolution be passed stating that the lease agreement to lease the Property in St. John Parish, guaranteed by Pin Oaks Holding is no longer involved( they asked to be removed) the current owner, of that terminal facility has agreed to guarantee in substitution.

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino that a Resolution be passed authorizing the Port of South Louisiana to accept MPLX Operations, LLC as guarantor to that certain agreement to lease with Mt. Airy Terminal,

LLC, dated August 20, 2018 in substitution for Pin Oak Holdings, LLC as Guarantor; and providing for other matters in connection therewith.

**YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson,  
Mr. Sellars, Mr. Buckwalter, Mr. Murray,  
Mr. Robichaux

**NAYS** None

**ABSTAIN** Mr. Roussel

**ABSENT** None

Mr. Scontrino I just want to make a comment for the record -that the replacement guarantor is superior (MPLX) to the original ...as for as we know. We are going uphill. There is no other reason for us to do it... is my point.

#### **ITEM 8 COMMITTEE REPORTS**

Ms. Songy We received a counteroffer on the property adjacent to our marine operations but there is still some information that we want to verify before we propose it. I would think before the next meeting we will have the property development meeting.

Mr. Murray We had a Committee Meeting today....

Mr. Hickerson We have our Insurance Committee Meeting scheduled for November 4<sup>th</sup>.

Commission Discussion on calling a Special Commission Meeting no later than October 21, 2019.

#### **ITEM 9. ADJOURNMENT**

A Motion was offered by Mr. Murray and seconded by Mr. Roussel that the Meeting be adjourned.

**YEAS** Mr. Bazile, Ms. Songy, Mr. Scontrino, Mr. Hickerson,  
Mr. Sellars, Mr. Buckwalter, Mr. Murray, Mr. Roussel  
Mr. Robichaux

**NAYS** None


On December 10, 2019, the Port of South Louisiana declared and certified that a public emergency exists as it relates to a large antiquated structure located at the Globalplex Facility. The Port of South Louisiana will take action to secure and /or remove the structure in accordance with La. R.S. 38:2212 P (2) (a).

**ABSTAIN** None

**ABSENT** None

The meeting adjourned at 6:03 p.m.

  
Stanley C. Bazile  
Secretary

  
D. Paul Robichaux  
Chairman/President

November 13, 2019



**PORT OF SOUTH LOUISIANA COMMISSION**

RESOLUTION NUMBER: \_\_\_\_\_

Date: October 9, 2019

**R E S O L U T I O N**

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

WHEREAS, the *Port of South Louisiana*, hereinafter referred to as "Sponsor", has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Port of South Louisiana Executive Regional Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Port of South Louisiana Executive Regional Airport specifically as described in the Capital Improvement Program Application for State Financial Assistance dated October 9, 2019.

SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

CIP

SECTION IV

That the Executive Director of the Port of South Louisiana be and is hereby authorized to execute related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V

That this resolution shall be in full force and effect from and after its adoption.

The Port of South Louisiana Commission met in regular session on this date. The aforesaid resolution was offered by Murray and seconded by Scottrino. The aforesaid resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: 9 NAYS: 0 ABSENT: 0

WHEREUPON, the resolution was declared adopted on the 9th day of October, 2019.

*Port of South Louisiana*

BY: \_\_\_\_\_

*[Handwritten Signature]*  
(Signature)

D. Paul Robichaux  
(Typed or Printed Name)

TITLE: Chairman/President

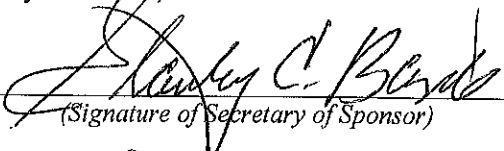
ATTEST: \_\_\_\_\_

Paul G. Aucoin

Executive Director  
(Title)

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the Port of South Louisiana Commission in regular session convened on this, the 9<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
(Signature of Secretary of Sponsor)

Secretary  
\_\_\_\_\_  
(Title)

# Port of South Louisiana Commission

## R E S O L U T I O N

October 9, 2019

The Port of South Louisiana Commission met in regular session on this date. The following resolution was offered by Murray and seconded by Scottrino.

WHEREAS, the Port of South Louisiana (Sponsor) owns, operates and maintains the Port of South Louisiana Executive Regional Airport (Reserve) and,

WHEREAS, the Port has formally requested that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Port of South Louisiana Executive Regional Airport (Reserve) specifically as described in the Capital Improvement Program Application for State Financial Assistance dated October 16, 2018 and,

WHEREAS, Title 70 of the Louisiana Administrative Code provides for the awarding of additional points in the scoring of priority projects for Sponsor funded matches to LDOTD grants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, that the Sponsor shall provide matching funds as specified for the following project:

**10 Unit T-Hangar and Apron (Phase 2) - \$600,000.00**

That this resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: 9 NAYS: 0 ABSENT: 0

WHEREUPON, the resolution was declared adopted on the 9th day of October, 2019.

Port of South Louisiana Commission

BY: 

(Signature)

D. Paul Robichaux  
(Typed or Printed Name)

TITLE: President

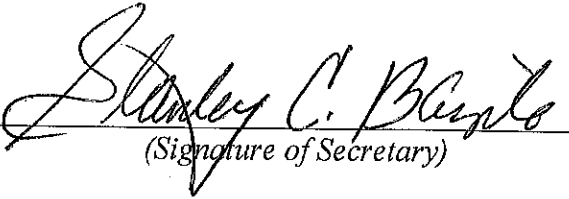
ATTEST: 

(Signature)

TITLE: Secretary

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the Port of South Louisiana Commission in regular session convened on this, the 9th day of October, 2019.

  
(Signature of Secretary)

A Motion was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**Land Acquisition, Planning for Infrastructure Development for Public Port/Industrial Park Facilities (St. Charles) FPC Project No. 36-P21-10-01 (Dow Railyard)**

**RESOLUTION**

**WHEREAS**, the Port of South Louisiana (Port) has received state funding in the amount of Eight Million Seven Hundred Seventy-Five Thousand Dollars (\$8,775,000) for Land Acquisition, Planning for Infrastructure Development for Public Port/Industrial Park Facilities (St. Charles) FPC Project No. 36-P21-10-01 (Dow Railyard);

**WHEREAS**, the Port advertised for bids for the construction of a railyard at its SOLAPORT site;

**WHEREAS**, Barriere Construction Company, the apparent low bidder, submitted a total bid of \$11,557,508.00 (\$10,828,508 and Alternate 1 \$729,000) for the construction of the railyard

**WHEREAS**, Union Carbide Corporation (DOW) and the Port of South Louisiana entered into a lease agreement on April, 2017 for the lease of the railyard;

**WHEREAS**, DOW and the Port entered into a First Amendment to the April 17, 2019 lease agreement increasing the rents and the term;

**WHEREAS**, considering the bid amount, the funding available, contingencies and the lease agreement the Port desires to commit additional funding in the amount of four million dollars (\$4,000,000) to the project;

**NOW THEREFORE BE IT RESOLVED**, that the Port of South Louisiana does hereby commit the additional funds necessary to fund the project in the amount of four million dollars (\$4,000,000).

**THE FOREGOING RESOLUTION** having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Robert Roussel	_____	_____	_____	_____
D. Paul Robichaux	_____	_____	_____	_____

Patrick Sellars	_____	_____	_____	_____
Kelly Buckwalter	_____	_____	_____	_____
Whitney Hickerson	_____	_____	_____	_____
Joseph Scontrino, III	_____	_____	_____	_____
Stanley C. Bazile	_____	_____	_____	_____
Judy Songy	_____	_____	_____	_____
P. Joey Murray	_____	_____	_____	_____

And the Resolution was declared adopted on this \_\_\_\_\_ day of October, 2019.

\_\_\_\_\_  
Stanley C. Bazile, Secretary

\_\_\_\_\_  
D. Paul Robichaux, Chairman/President

**CERTIFICATION**

I, hereby certify that the above foregoing is a true and correct copy of a Resolution adopted at a Regular Meeting of the Port of South Louisiana held on this 21<sup>st</sup> day of October, 2019 in which a quorum was present and voting and that the Resolution adopted is still in effect and has not been rescinded or revoked.

Signed at La Place, Louisiana on the \_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Stanley C. Bazile, Secretary

PORT OF SOUTH LOUISIANA

October 9, 2019

The following resolution was offered by Mr. Murray and  
seconded by Mr. Scantrino:

RESOLUTION

A resolution authorizing the Port of South Louisiana to accept MPLX Operations, LLC as a guarantor to that certain Agreement to Lease with Mt. Airy Terminal, LLC, formerly Pin Oak Terminals, LLC, dated as of August 20, 2018 in substitution for Pin Oak Holdings, LLC as guarantor; and providing for other matters in connection therewith.

**WHEREAS**, the Port of South Louisiana (the "*Port*") is a political subdivision of the State of Louisiana (the "*State*") and a port, harbor, and terminal district created and existing pursuant to Chapter 30 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2471 through 2477, inclusive), and other relevant constitutional and statutory authority (the "*Port Statutes*");

**WHEREAS**, the Port owns property located within the jurisdiction of the Port near Mt. Airy, Louisiana, in St. John the Baptist Parish (the "*Parish*"), which it leases to Mt. Airy Terminal, LLC, formerly Pin Oak Terminals, LLC (the "*Company*") pursuant to a long-term lease for the operation of a liquids storage tank facility (the "*Mt. Airy Facility*");

**WHEREAS**, the Port also owns approximately 7.16 acres of river bature property adjacent to the Mt. Airy Facility that is subject to an Agreement to Lease by and between the Port, as lessor, and the Company, as lessee, dated as of August 20, 2018 (the "*Bature Lease*"), which Bature Lease is guaranteed by the Company's then-holding company, Pin Oak Holdings, LLC, guarantying all financial and performance obligations of the Company;

**WHEREAS**, since the execution date of the Bature Lease, Pin Oak Holdings, LLC has conveyed a controlling interest in the Company to MPLX Operations, LLC, a Delaware limited liability company ("*MPLX*") and a wholly-owned subsidiary of MPLX, LP, a publically-traded master limited partnership organized by Marathon Petroleum Corporation (the "*Transaction*");

**WHEREAS**, Pin Oak Holdings, LLC, the Company and MPLX have requested that Pin Oak Holdings, LLC be removed from the guaranty of the Bature Lease and that MPLX provide a guaranty of the Bature Lease pursuant to the terms of the Lease Guaranty Agreement attached hereto as Exhibit A;

**WHEREAS**, the Board of Commissioners of the Port of South Louisiana (the "*Board*"), and its officers, board of directors, and agents, have determined that the request of Pin Oak Holdings, LLC and MPLX is acceptable pursuant to the terms of the Lease Guaranty Agreement;



**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Port of South Louisiana, acting as governing authority of the Port of South Louisiana, that:

SECTION 1. Whereas Clauses Adopted. The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. Approvals. The Board hereby approves the Port's (a) release of Pin Oak Holdings, LLC from its guaranty of the Batture Lease subject to MPLX entering into the Lease Guaranty Agreement attached as Exhibit A, and (b) accepting the Lease Guaranty Agreement from MPLX in favor of the Port.

SECTION 3. Authorization. The Board hereby authorizes either the President, Secretary of the Board and/or Executive Director (each an "*Authorized Officer*"), or any one of them, on behalf of the Port to undertake the following, and hereby ratifies any and all actions previously taken by such Authorized Officers on behalf of the Port with respect thereto:

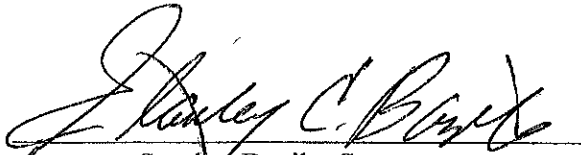
1. to take all actions that each Authorized Officer believes is necessary and reasonable in furtherance of the foregoing, including the authority to execute any and all other documents, certificates, instruments, and writings as may be necessary to carry out the purposes of this Resolution;
2. to contract with or engage all legal counsel, consultants or other advisors as may be necessary to carry out the purposes of this Resolution; and
3. to expend funds of the Port in order to pay all third party expenses incurred therewith, in accordance with the purposes of this Resolution.

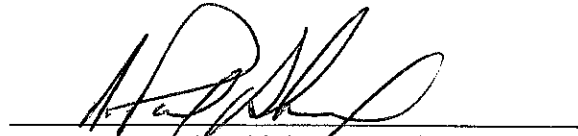
SECTION 4. The Authorized Officers are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
D. Paul Robichaux	X			
Joseph M Scontrino, III	X			
P. Joey Murray, III	X			
Stanley Bazile	X			
Kelly Buckwalter	X			
Patrick C. Sellars	X			
Robert "Poncho" Roussel				X
Judy B. Songy	X			
Whitney Hickerson	X			

And the resolution was declared adopted on this, the 9<sup>th</sup> day of October, 2019.

  
Stanley Bazile, Secretary

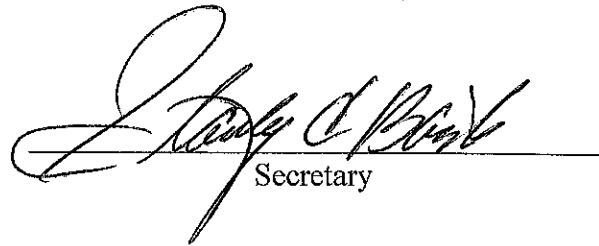
  
D. Paul Robichaux, President

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

I, the undersigned Secretary of the Port of South Louisiana, do hereby certify that the foregoing Resolution (3) pages (not counting attachments) constitute a true and correct copy of a resolution adopted on October 9, 2019, authorizing and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Port at LaPlace, Louisiana, on this, the 9<sup>th</sup> day of October, 2019.



Secretary

(SEAL)

## “EXHIBIT A”

### LEASE GUARANTY AGREEMENT

THIS LEASE GUARANTY AGREEMENT (this “Guaranty”), is made effective as of October 9, 2019 (“Effective Date”), by MPLX OPERATIONS, LLC, a Delaware limited liability company (“Guarantor”), in favor of the PORT OF SOUTH LOUISIANA, a political subdivision of the State of Louisiana, (the “Port”).

#### R E C I T A L S:

The Port, as lessor, is party to that certain Agreement to Lease with Mt. Airy Terminal, LLC, a Delaware limited liability company, formerly Pin Oak Terminals, LLC (“Mt. Airy Terminal”), as lessee, dated as of August 20, 2018, with respect to Mt. Airy Terminal’s lease of batture property of the Port located in the Parish of St. John the Baptist Parish, State of Louisiana (the “Batture Lease”).

Pursuant to the terms of the Batture Lease, the obligations of Mt. Airy Terminal thereunder were guaranteed by its then-parent company, Pin Oak Holdings, LLC, a Delaware limited liability company (“Holdings”).

Pursuant to that certain Membership Interest Assignment Agreement dated September 26, 2018, a majority of the membership interest in Mt. Airy Terminal was assigned by Holdings to Guarantor.

Guarantor has agreed to assume the guaranty obligations from Holdings with respect to the Batture Lease pursuant to the terms of this Guaranty and acknowledges that upon execution of this Guaranty, the Port will waive and release Holdings from its guaranty obligations in the Batture Lease.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, and as an inducement to the Port to enter into the Batture Lease and waive and release Holdings from its guaranty obligations in the Batture Lease, and as security for the due, regular, and punctual payment of any and all amounts, debts, liabilities, obligations of every nature or form, now existing, or hereafter arising or acquired, that Mt. Airy Terminal owes, or will owe, to the Port under the Batture Lease, including, but not limited to, all rent, additional rent and legal expenses related thereto, attorneys’ fees, any applicable fees of the Port, expenses and other charges from time to time owing to the Port by Mt. Airy Terminal pursuant to the Batture Lease (the “Guaranteed Obligations”), Guarantor agrees and covenants with the Port, and represents and warrants to the Port, as follows:

1. Recitals. The recitals hereto are true and correct.

2. Guaranteed Obligations. Guarantor hereby unconditionally guarantees to the Port the due, regular, and punctual payment of the Guaranteed Obligations, and upon the failure of Mt. Airy Terminal to timely do so, Guarantor guarantees to the Port payment of all reasonable costs and expenses incurred by the Port in paying or performing such Guaranteed Obligations, including, but not limited to, attorney fees and expenses for preparation of litigation and in any appellate or bankruptcy proceedings. Guarantor's obligations herein shall be joint and several and *in solido* with the obligations of Mt. Airy Terminal of the Guaranteed Obligations.

Guarantor hereby unconditionally promises to pay to the Port such amounts as are necessary to cure all events of default under the Batture Lease, or at the option of the Port, the outstanding Guaranteed Obligations in full, following any event of default under the Batture Lease.

This Guaranty is unconditional, and Guarantor agrees that the Port, upon the occurrence of an event of default under the Batture Lease, shall not be required to assert any claim or cause of action against Mt. Airy Terminal before asserting any claim or cause of action against Guarantor pursuant to this Guaranty.

This is a continuing guaranty under which Guarantor guarantees the full, punctual payment and satisfaction of any and all Guaranteed Obligations, to the Port, whether now existing or arising hereafter.

This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment of any Guaranteed Obligations is or is sought to be rescinded, or must otherwise be restored or returned by the Port upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Mt. Airy Terminal or upon or as a result of the appointment of a receiver, intervenor, or conservator of, or trustee or similar officer for, Mt. Airy Terminal or of or for any substantial part of its property, or otherwise, all as though such payments had not been made.

Guaranty acknowledges and agrees that notwithstanding Section 11.9 of the Batture Lease, Holdings shall be released from any and all of its obligations set forth in the Batture Lease.

3. Representations and Warranties of the Guarantor.

(a) Power to Incur Obligations. Guarantor is fully empowered to enter into this Guaranty and to incur the obligations provided herein.

(b) Conflicts. This Guaranty does not violate, conflict with, or constitute any default under any agreement or instrument to which Guarantor is a party or any decree or judgment binding upon Guarantor.

4. Severability. In the event that any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Guaranty shall be construed as not containing such provisions, and the invalidity of such

provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

5. Notices. Any notice or other communication required or permitted to be given pursuant to this Guaranty or by applicable law shall be in writing and shall be given personally, addressed to the appropriate party at the following addresses:

If to Guarantor:

MPLX Operations, LLC  
539 S. Main St.  
Findlay, Ohio 45840  
Attention: Treasurer

If to the Port:

Port of South Louisiana  
171 Belle Terre Blvd.  
LaPlace, LA 70069  
Attention: Executive Director  
Email: paucoin@portsl.com

or such other address as the party who is to receive such notice may designate in writing. Notice shall be by registered or certified mail, addressed to the party with the proper amount of postage affixed thereto, by overnight delivery by nationally-operating commercial courier and shall be deemed given and received at the time delivery is accepted or refused by the party to whom the notice is sent. Notice may also be provided by electronic mail to the person or persons designated by each Guarantor and the Port.

6. Waivers. The failure by the Port at any time or times hereafter to require strict performance by Guarantor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument now or hereafter executed by Guarantor and delivered to the Port shall not waive, affect, or diminish any right of the Port hereafter to demand strict compliance or performance therewith and with respect to any other provisions, warranties, terms, and conditions contained in such agreements, documents, and instruments, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto and whether of the same or a different type. None of the warranties, conditions, provisions, and terms contained in this Guaranty or in any agreement, document, or instrument now or hereafter executed by Guarantor and delivered to the Port in connection with this Guaranty, shall be deemed to have been waived by any act or knowledge of the Port, its agents, officers, or employees, but only by an instrument in writing, signed by either the Executive Director or Board Chairman of the Port, and directed to Guarantor specifying such waiver.

7. Expenses. If, at any time or times hereafter, the Port employs counsel to advise or provide other representation with respect to this Guaranty or any other agreement, document, or instrument heretofore, now, or hereafter executed by Guarantor and delivered to the Port with

respect to Mt. Airy Terminal or the Guaranteed Obligations or to commence, defend or intervene in, or file a petition, complaint, answer, motion or any other pleading in, or take any other action in or with respect to, any suit or proceeding relating to this Guaranty or any other agreement, instrument, or document heretofore, now, or hereafter executed by Guarantor and delivered to the Port with respect to Mt. Airy Terminal or the Guaranteed Obligations, or to represent the Port in any litigation with respect to the affairs of Guarantor or to enforce any rights of the Port or obligations of Guarantor or any other person, firm, or corporation that may be obligated to the Port by virtue of this Guaranty, or any other agreement, document, or instrument heretofore or hereafter delivered to the Port by or for the benefit of Guarantor with respect to Mt. Airy Terminal or the Guaranteed Obligations, then in any such events, all of the reasonable attorneys' fees arising from such services, including fees in any appellate or bankruptcy proceedings, and any other reasonable expenses, costs, and charges relating to this Guaranty, Mt. Airy Terminal or the Guaranteed Obligations, shall constitute additional obligations of Guarantor payable on demand.

8. Singular and Plural. Singular terms shall include the plural forms, and vice versa.

9. Entire Agreement; Counterparts. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings both oral and written, between the parties with respect to the subject matter hereof.

10. Governing Law. The validity, interpretation, enforcement, and effect of this Guaranty shall be governed by and construed according to the laws of the State of Louisiana.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR:

MPLX OPERATIONS, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

[SIGNATURE PAGE TO LEASE GUARANTY AGREEMENT]