





PORT OF SOUTH LOUISIANA **REGULAR COMMISSION MEETING** WEDNESDAY, AUGUST 19, 2020 VIA VIDEO/TELECONFERENCE 5:00 PM

#### AGENDA & NOTICE OF MEETING

#### **CERTIFICATE**

The Port of South Louisiana Board of Commissioners (the "Commission"), through its Chairman, D. Paul Robichaux, hereby certifies as follows:

In accordance with Executive Proclamations [BE2020-30 and 2020-33, issued by Governor John Bel Edwards on March 16, 2020 and March 22, 2020, respectively, this Notice shall serve as certification by the Port of South Louisiana's Board of Commissioners of its inability to operate in accordance with the Louisiana Open Meetings Law LARS 42:19 as a result of the COVID-19 Public Health Emergency and of its inability to achieve a quorum if its members via in-person attendance by adhering to said Proclamations.

The Port of South Louisiana Commission will meet via Zoom video/teleconference at the posted date and time:

Via Telephone access: Call +1 646 558 8656 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 827 0258 9375; Password: 643121

Via Web access: To join from PC. Mac, Linux, iOS, or Android go to https://us02web.zoom.us/j/82702589375?pwd=b0M2eGdzK1c5eXFxem9wOFRoZGpkdz09 Password: 643121

If a member of the public would like to issue a public comment on any agenda item, please do one of the following: (1) Send an e-mail prior to the meeting to the Port Manager or Executive Assistant (vlclark@portsl.com or pcrockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address, and your written comments, which will be read into the record of the meeting; or (2) Join the Zoom video/teleconference (detailed instructions on how to use Zoom following the agenda). You will be allowed to comment during the Public comment item of the agenda on any matter requiring a vote of the Commission.





1.	CALL TO ORDERCHAIRMAN ROBICHAUX
2.	ROLL CALLCHAIRMAN ROBICHAUX
3.	PLEDGE OF ALLEGIANCE
OF LC	ONSIDER APPROVING THE CERTIFICATION BY THE PORT OF SOUTH LOUISIANA'S BOARD COMMISSIONERS OF ITS INABILITY TO OPERATE IN ACCORDANCE WITH THE DUISIANA OPEN MEETINGS LAW LARS 42:19 AS A RESULT OF THE COVID-19 PUBLIC EALTH EMERGENCY
4.	FINANCIAL REPORT
5.	DIRECTOR'S REPORT EXECUTIVE DIRECTOR AUCOIN
6.	NEW BUSINESS AND PUBLIC COMMENTSCHAIRMAN
	A. Consider ratification of the Entergy right-of-way for service to 16717 River Road, Hahnville, Louisiana (Rail Project location)
	B. Consider entering into contract with Shread-Kuyrkendall & Associates and Task Order 1 for roadway improvements at Globalplex
7.	COMMISSIONERS COMMENTS
8.	ADJOURNMENT

CALLED PURSUANT TO ARTICLE II OF THE PSL BYLAWS

Instructions for joining the meeting via Zoom:

Telephone: +1 646 558 8656 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1

301 715 8592 or +1 312 626 6799

Webinar ID: 827 0258 9375; Password: 643121

Web Access: To join from PC, Mac, Linux, iOS, or Android, go to

https://us02web.zoom.us/j/82702589375?pwd=b0M2eGdzK1c5eXFxem9wOFRoZGpkdz09

Password: 643121

# If Accessing via Web:

- 1. After selecting the link, if you do not already have Zoom on your computer, an automatic download of the Zoom software will begin
- 2. After the download is complete, you will be prompted to enter your name (this is the name that will present to the other members of the meeting)
- 3. You will be prompted to choose to join with video or without video. *NOTE:* If you chose to join with video, your computer camera will be activated and all members accessing the video via web will be able to see your image
- 4. You will be prompted to choose to use computer audio or phone call-in audio
- 5. Once the meeting begins, all non-board members will be muted by the host. However, it is encouraged to mute your microphone upon entry into the meeting
- 6. To leave the meeting, click Leave Meeting at the bottom-right corner of your screen

Public Comment: There are three options to provide public comment for the Port of South Louisiana meetings

- 1. Send an e-mail prior to the meeting to the Port Manager or Executive Assistant (vlclark@portsl.com) or pcrockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address, and your written comments, which will be read into the record of the meeting
- 2. If Accessing Via Telephone Upon request from the Chairperson for public comment during the meeting, if you would like to provide comment, press \*9 on your phone keypad. This will notify the meeting moderator to unmute you and allow for your comment.
- 3. If Accessing Via Zoom Software Upon request from the Chairperson for public comment during the meeting, if you would like to provide comment, select the *Chat* icon at the bottom of the screen, type "request comment," and hit enter. This will notify the meeting moderator to unmute you and allow for your comment.

It is encouraged that you test your device prior to the meeting to ensure connectivity.



August 12, 2020

Memorandum To: Commissioners

Memorandum From: Grant J. Faucheux

Please find attached the financial statements for the period ending June 30, 2020. This packet includes the Balance Sheet, Income Statement, funds analysis and check register for the Port of South Louisiana.

If you should have any questions, please contact me.





# Port of South Louislana Balance Sheet For the Two Months Ending June 30, 2020

# ASSETS:

CURRENT ASSETS:	
Cash	\$7,409,498.49
Certificates of Deposit	3,507,90 <b>7.53</b>
Investments	11,240,774.74
Accrued Interest on Investments	977.44
Accounts Receivable	2,496,251.54
Prepaid Expenses and other	<u>817,4</u> 24.82
Total Current Assets	25,472,834.56
RESTRICTED ASSETS:	
Cash	935,12
Discount on Bond Payable	114,000.00
Accrued Interest Receivable	7,696. <u>57</u>
Total Restricted Assets	122,631.69
PROPERTY, LAND & EQUIPMENT:	
Buildings & Equipment	138,742,496.49
Land	30,141,627.60
Construction in Progress	269,881.25
CIP - Airport Sign	821.25
CIP - ADMINISTRATION BUILDING	712,165.75
CIP - Bonnet Carre Spillway Container Project	816,323,24
CIP - Dow Project	7,513,190.82
CIP - Airport runway rehabilitation CIP - Railspur project - North property	1,325,533.20
CIP - FTZ Warehouse at Gloablplex	199,054.40
CIP - Building # 71 & Conveyor	95,928.41
CIP - Airport Hanger	4,277,267.10 1,182,976.16
CIP - Dock Strengthening	1,029,251.70
	1,020 201110
Property, Land & Equip.	100 100 517 07
Accumulated Depreciation	186,306,517.37 (52,828,581.47)
·	_
Total Property, Land & Equip less depreciation	133,477,935.90
Other Assets	654.49
TOTAL ASSETS	\$159,074,056.64
DEFERRED OUTFLOWS OF RESOURCES	
Contributions susequent to measurement date	866,532,00
Def. Outflow - net diff. b/w proj & act inv earn	132,157.00
Def. Outflow - Change in Assumption	103,712.00
TOTAL DEFERRED OUTFLOW OF RESORCES	
, a mine a principal of the control	1,102,401.00
TOTAL ASSETS AND DEFERRED	
OUTFLOWS OF RESOURCES	160,176,457.64

# Port of South Louisiana Balance Sheet For the Two Months Ending June 30, 2020

# LIABILITIES:

CURRENT LIABILITIES: PAYABLE FROM CURRENT ASSETS: Accounts payable and other accrued expenses Accrued salarles and vacation Retainage Payable Current Portion of Finger Pier Bonds Unearned rent, deposits, restricted cash and other liabili Total current liabilities payable from current assets	\$727,624.73 474,598.59 484,277.41 283,000.00 354,359.49 2,323,860,22
PAYABLE FROM RESTRICTED ASSETS: Long-term Bonds - Finger Pier Project Total current liabilities payable from restricted assets	3,796,000.00 3,796,000.00
Total current liabilities	6,119,860.22
NONCURRENT LIABILITIES: Revenue bonds payable from restricted assets OPEB Payable - Retirement Liability Total noncurrent liabilities	114,000.00 18,281,288.17 18,395,288.17
Total Liabilities	24,515,148.39
COMMITMENTS AND CONTINGENCIES	
DEFERRED INFLOWS OF RESOURCES	
Difference between expected & actual experience OPEB Def. In - Diff. b/w exp. & actual exp. OPEB Def. In - Changes In Assumptions TOTAL DEFERRED INFLOWS OF RESOURCES	114,293.00 690,692.00 656,472.00 1,461,457.00
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	25,976,605.39
FUND EQUITY: Contributed Capital Retained Earnings	35,078,218.47 97,613,003.27
Total Fund Equity	132,691,221,74
TOTAL LIABILITIES AND FUND EQUITY	<b>\$158,667,827.13</b>
Net Income (Loss)	1,508,630.51

Port of South Louisiana Income Statement For the Two Months Ending June 30, 2020

	Actuals for 06/01/20 thru 06/30/20	Year to Date 05/01/20 thru 06/30/20	Budgeted Year to Date 06/30/20	Fiscal Year Budget	Last Year Actuals for 06/01/19 thru 06/30/19	Last Year Actuals 05/01/19 thru 06/30/19
OPERATING REVENUE:						
Dockage Fees	\$0.00	\$0.00	\$275,000.00	\$1,650,000.00	\$0.00	\$89,654.31
Globalplex - General Cargo Dock	113,244.96	223,782.65	229,238.64	1,375,431.84	120,561.33	256,983.91
Giobalpiex - Bulk Dock	0.00	0.00	0.00	1,351,250.00	1,351,250.00	1,351,250.00
Globalplex - Rentals	132,317.65	264,635.30	254,635.34	1,527,812.04	131,067.98	261,835.96
Harbor Fees	220,915.71	447,930.71	500,833.34	3,005,000.00	211,050.00	474,266.00
Rentals	269,567.32	539,134.64	544,690.16	3,268,140.96	261,233.99	522,467.98
Foreign Trade Zone Income	26,000.00	26,000.00	30,250.00	181,500.00	26,000.00	26,000.00
RENTAL INCOME - PLAINS ALL AMERICAN PIP	0.00	00.0	0.00	550,000.00	00.00	00.00
RENTAL INCOME - PIN OAK	0.00	0.00	0.00	160,000.00	0.00	00.00
SECURITY FEE INCOME	145,750.00	293,150.00	348,333.34	2,090,000.04	165,890.00	365,410.00
Airport - Fuel Revenue	6,077.24	13,441.86	25,000.00	150,000.00	5,319.67	20,797.00
Airport - Rental Income	5,540.00	8,840.00	9,933.34	59,600.04	0.00	00.00
Airport - Tie Down Revenue	480.00	00.099	250.00	1,500.00	420.00	420.00
Airport - Catering & Vending Machine	94.50	94.50	133.34	800.04	00.00	75.00
Water Sales Income	0.00	00'0	583.34	3,500.04	711.80	2,428.01
Sugarcane Revenue	6,146.94	20,732.57	23,333.34	140,000.04	5,783.95	11,346.18
Rental Income - SOLAPORT (Westbank)	1,165.00	2,330.00	0.00	0.00	0.00	00.00
Reimbursement of Utilities	23,302.56	45,229.23	50,000.00	300,000.00	23,541.70	47,995.94
Miscellaneous Income	1.00	3,139.57	1,666.66	9,999.96	351.00	351.00
TOTAL OPERATING REVENUE	950,602.88	1,889,101.03	2,293,880.84	15,824,535.00	2,303,181,42	3,431,281.29

Port of South Louisiana Income Statement For the Two Months Ending June 30, 2020

	Actuals for 06/01/20 thru 06/30/20	Year to Date 05/01/20 thru 06/30/20	Budgeted Year to Date 06/30/20	Fiscal Year Budget	Last Year Actuals for 06/01/19 thru 06/30/19	Last Year Actuals 05/01/19 thru 06/30/19
Operating Expenses:						
Administrative Expense	\$300.00	\$600.30	\$5,166.66	\$30,999.96	\$830.59	\$1,806.04
Auditing Expense	1,308.00	1,308.00	9,166.66	54,999.96	0.00	0.00
Bad Debts Expense	0.00	0.00	833.34	5,000.04	0.00	00.00
Bank Fees	00'0	00.0	50.00	300.00	15.40	15.40
Building Services	5,284.20	10,568.40	10,333.34	62,000.04	5,084.20	10,168.40
Catering Expense - Airport	0.00	00.0	83.34	500.04	46.33	81.37
Computers - Software	1,359.65	3,385.60	7,500.00	45,000.00	27,298.40	28,956.10
Commissioners - Meetings	1,683.07	3,628.07	5,333.34	32,000.04	2,343.25	5,967.11
Convention Expense	(525.00)	601.18	15,000.00	90,000.00	19,893.28	22,132.77
Delivery Charges	223.78	324.17	416.66	2,499.96	42.41	135.17
Depreciation Expense	308,832.28	617,683.32	625,000.00	3,750,000.00	311,553.74	623,075.35
Dues	2,440.00	13,940.00	7,833.34	47,000.04	10,779.00	11,334.00
Employee Benefits	262,822.69	442,449.53	375,833.34	2,255,000.04	174,247.87	347,870.20
Engineering Fees	12,882.50	12,882.50	8,333.32	49,999.92	6,067.95	8,597.06
Equipment Rental	2,833.35	4,771.75	5,000.00	30,000.00	2,329.68	4,210.32
Fuel Expense	14,337.92	15,971.15	28,000.00	168,000.00	21,071.95	31,654.22
Insurance Expense	83,793.50	167,516.58	116,666.66	96.999,999.96	56,416.62	111,478.14
Legal Expenses	00'0	20,897.75	41,666.66	249,999.96	24,584.45	38,645.20
Loss on Disposition of Assets	0.00	00.0	500.00	3,000.00	0.00	0.00
Maintenance & Repairs	83,214.15	134,231.02	305,216.68	1,831,300.08	75,661.90	129,667,55
Management Services - Ponds	1,260.00	3,420.00	3,833.34	23,000.04	00'006	2,950.00
Medical Expenses	130.20	341.20	1,666.66	96-666'6	732.00	1,637.70
Mileage Expenses	600.82	600.82	500.00	3,000.00	60.9	60.9
Miscellaneous Expense	0.00	6.84	333.34	2,000.00	00'0	0.00
Permits & License Fees	0.00	00.00	833.34	5,000.04	0.00	351.87
Port Planning, Promotion & Dev.	7,848.25	21,838.65	60,499.96	362,999.76	12,717.52	63,811.46
Port Safety & Security	16,630.74	37,894.85	47,500.00	285,000.00	35,190.43	52,073.88
Postage Expense	00:00	220.00	1,250.00	7,500.00	600.00	845.59
Printing Expense	000	0.00	833.34	5,000.04	0.00	0.00

Port of South Louisiana Income Statement For the Two Months Ending June 30, 2020

			Jaile 50, 2020			
	Actuals for 06/01/20 thru 06/30/20	Year to Date 05/01/20 thru 06/30/20	Budgeted Year to Date 06/30/20	Fiscal Year Budget	Last Year Actuals for 06/01/19 thru 06/30/19	Last Year Actuals 05/01/19 thru 06/30/19
Professional Fees	\$49,651.94	\$94,975.24	\$126,666.66	\$759,999.96	\$68,920.94	\$113,263,41
Publishing	0.00	350.00	1,750.00	10,500.00	590.76	1,273.09
Salaries	292,221.39	585,434.20	577,165.84	3,741,015.96	171,031.72	490,237.38
Subscriptions	4,740.00	4,740.00	2,166.66	12,999.96	4,815.35	9,688.31
Supplies	5,935,43	11,125.50	10,116.68	60,700,08	4,000.83	9,044.67
Telephone & Facsimile	9,960.41	16,908.15	24,333.34	146,000.04	14,438.45	26,179.15
Training	00:0	0.00	2,000.00	12,000.00	1,500.00	2,605,50
Uniforms	2,326.40	4,049.83	3,666.66	21,999.96	1,236.74	2,484.49
Utilities Expense	29,506.91	75,869.51	68,750.00	412,500.00	30,645.99	80,005.65
Total Operating Expenses	1,201,602.58	2,308,534,11	2,501,799.16	15,288,815.84	1,085,593.84	2,212,252.64
Income From Operations	(250,999.70)	(419,433.08)	(207,918.32)	535,719.16	1,217,587,58	1,219,028.65

Port of South Louisiana Income Statement For the Two Moritis Ending June 30, 2020

	Actuals for 06/01/20 thru 06/30/20	Year to Date 05/01/20 thru 06/30/20	Budgeted Year to Date 06/30/20	Fiscal Year Budget	Last Year Actuals for 06/01/19 thru 06/30/19	Last Year Actuals 05/01/19 thru 06/30/19
Non Operating Revenue (Expenses): Interest Earned on Investments	\$6.068.15	\$13.368.08	\$29,166.66	\$174,999.96	\$16,987.01	\$35,036.64
Contributed Capital - Port Security Grant	29,931.33	63,910.69	00.00	0.00	0.00	5,180.53
Contributed Capital - Facility Planning & Control	48,582.24	1,880,018.94	0.00	0.00	0.00	210,432.84
Contributed Capital - Airport	00:0	8,345.00	0.00	00.0	0.00	0.00
Contributed Capital - Army Corp of Engineers	0.00	0.00	0.00	0.00	0.00	867,240.00
Total Non Operating Revenue (Expenses)	84,581.72	1,965,642.71	29,166.66	174,999.96	16,987.01	1,117,890.01
Net Income for Port of						:
South Louisiana	(\$166,417.98)	\$1,546,209.63	(\$178,751.66)	\$710,719.12	\$1,234,574.59	\$2,336,918.66
Non Port Revenue (Expenses)						
Related to Direct Financing Leases						
Interest Earned on Restricted						
Interest Eamed on Direct						1
Interest Expense on Revenue Bonds	(37,579.12)	(37,579.12)	(27,500.00)	(165,000.00)	0.00	00.0
Total Non Port Revenue (Expenses)	(\$37,579.12)	(\$37,579.12)	(\$27,500.00)	(\$165,000.00)	\$0.00	\$0.00
Net Income - Port of South Louisiana	(166,417.98)	1,546,209.63	(178,751.66)	710,719.12	1,234,574.59	2,336,918.66
Non Port Revenue (Expenses)	(37,579.12)	(37,579.12)	(27,500.00)	(165,000.00)	0.00	0.00
Total	(\$203,997.10)	\$1,508,630.51	(\$206,251.66)	\$545,719.12	\$1,234,574.59	\$2,336,918.66

# Account balances as of 06/30/2020

		Account Balances
Community Bank:		
Certificates of deposits	\$	200,000.00
Louisiana Asset Management Pool (LAMP):		
Building Fund Investment Fund	<b>\$</b>	2,682,012.97 3,467,375.55
Regions Bank:		
Operation & Maintenance Account Payroll (zero balance account) Construction Funds	\$ \$ \$	7,405,328.34 - -
Edward D. Jones:		
Money Market / Cash	\$	3,352.31
First National Bank of USA:		
Certificates of deposits Money Market / Cash	\$ \$	307,907.53 4,055,762.74
<u>Iberia Bank :</u>		
Account	\$	2.96
First American Bank:		
Certificates of deposits	\$	3,000,000.00
Investar Bank:		
Money Market account	\$	1,035,623.48
Petty Cash	\$	1,750.00
Total Port Funds	\$	22,159,115.88

System: 8/12/2020 2:29:33 PM User Date: 8/12/2020

First

#### Port of south Louisiana VENDOR CHECK REGISTER REPORT Payables Management

Page: 1 User ID: Grant

Ranges: From: Check Number First Vendor ID First

To: Last Last Last

Check Date 6/1/2020 Checkbook ID First To: 6/30/2020 Last

Sorted By: Check Number

\* Voided Checks

Vendor Name

* Voided Checks					•	
Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
61582	100	WEBER MARINE		O & M CHECKING	PMCHK00001148	\$1,200.00
61583	1111	FISHER'S ACE HARDWARE, INC.		O & M CHECKING	PMCHK00001148	\$75.97
61584	112	WATERWAYS JOURNAL		O & M CHECKING	PMCHK00001148	\$690.00
61585	1146	BREAZEALE, SACHSE & WILSON		O & M CHECKING	PMCHK00001148	\$19,395.50
61586 61587	1162	ADAMS AND REESE LLP		O & M CHECKING	PMCHK00001148	\$31,250.01
61588	13	NAPA AUTO & TRUCK PARTS	6/5/2020		PMCHK00001148	\$1,845.81
61589	1434 1484	Fuelman Gulf South Animated	6/5/2020		PMCHK00001148	\$495.56
61590	1510	DON'S COUNTRY STORE	6/5/2020	O & M CHECKING O & M CHECKING	PMCHKOODO1148	\$512.00
61591	1570	URS CORPORATION	6/5/2020		PMCHK00001148	\$106,95
61592	1588	SOUTHERN PIPE & SUPPLY CO.	6/5/2020		PMCHK00001148 PMCHK00001148	\$30,656.15
61593	1.598	PROVIDENCE ENGINEERING	6/5/2020		PMCHK00001148	\$425.18
61594	1630	GREGG'S NEIGHBORHOOD MARKET	6/5/2020		PMCHK00001148	\$24,360.00 \$182.25
61595	1755	MAYEUX'S A/C & HTG., LLC	6/5/2020		PMCHK00001148	\$302.00
61596	1770	FAMILY HOMES BY	6/5/2020	O & M CHECKING	PMCHK00001148	\$4,870.00
61597	2001	CENTRAL AUCTION HOUSE		O & M CHECKING	PMCHK00001148	\$200.00
61598	211	АТ&Т		O & M CHECKING	PMCHK00001148	\$437.70
61599 61600	2161	PROFESSIONAL ENGINEERING	6/5/2020	O & M CHECKING	PMCHK00001148	\$16,825.82
61601	2282 2302	LOUISIANA MARITIME ASSOCIATION			PMCHK00001148	\$1,250.00
61602	2350	ADVANCED CONCEPTS CONSULTING COX BUSINESS		O & M CHECKING	PMCHK00001148	\$3,992.80
61603	2358	HYMEL'S TURF & LANDSCAPE		O & M CHECKING	PMCHK00001148	\$276.50
61604	2420	MOBILE SOLVENT SUPPLY, INC.		O & M CHECKING O & M CHECKING	PMCHK00001148	\$9,380.00
61605	2425	HEARTSMART.com		O & M CHECKING	PMCHK00001148	\$2,250,77
61606	2462	ALLFAX CAPITAL, ILC		O & M CHECKING	PMCHK00001148 PMCHK00001148	\$1,350,00
61607	2463	ALLFAX SPECIALTIES, INC.		O & M CHECKING	PMCHK00001148	\$551.07
61608	2515	BLEAKLEY'S FASHION BLINDS, INC	6/5/2020	O & M CHECKING	PMCHK00001148	\$17.01 \$764.59
61609	2526	ZERINGUE'S PLUMBING		O & M CHECKING	PMCHK00001148	\$1,275.00
61610	2548	AECOM TECHNICAL SERVICES		O & M CHECKING	PMCHK00001148	\$71,936.00
61611	2582	MELTZ COMMUNICATIONS, LLC		O & M CHECKING	PMCHK00001148	\$3,500.00
61612	2621	SAMSONS POWER WASHING	6/5/2020	O & M CHECKING	PMCHK00001148	\$1,875.00
61613	2630	McGriff, Seibels & Williams of			PMCHK00001148	\$607,974.56
61614 61615	2631	M.I.R. INTERNATIONAL, LLC	1 1 1 1 1 1 1 1 1	O & M CHECKING	PMCHK00001148	\$929.20
61616	2635 2652	BLUE CROSS/BLUE SHIELD OF LA NAYLOR, LLC		O & M CHECKING	PMCHK00001148	\$4,589.27
61617	2662	SABISTON CONSULTANTS		O & M CHECKING	PMCHK00001148	\$559.50
61618	2677	ReEntry Access Group, LLC		O & M CHECKING O & M CHECKING	PMCHK00001148	\$7,500.00
61619	272	CINTAS CORPORATION #544		O & M CHECKING	PMCHK00001148	\$3,040.00
61620	501	BROCK'S AUTOMOTIVE		O & M CHECKING	PMCHK00001148 PMCHK00001148	\$1,018.27
61621	558	INLAND RIVERS, PORTS		O & M CHECKING	PMCHK00001148	\$76 <b>4.11</b> \$825.00
61622	692	EATEL		O & M CHECKING	PMCHK00001148	\$58.19
61623	<b>7</b> 9 <b>2</b>	NEW YORK LIFE INSURANCE		O & M CHECKING	PMCHK00001148	\$120.00
61624	89	FEDERAL EXPRESS	6/5/2020	O & M CHECKING	PMCHK00001148	\$25.04
61625	99	L'OBSERVATEUR	6/5/2020	O & M CHECKING	PMCHK00001148	\$199.00
61626	COM1.9	P. JOEY MURRAY, III		O & M CHECKING	PMCHK00001148	\$284.00
61627 61628	COM29	D. PAUL ROBICHAUX		O & M CHECKING	PMCHK00001148	\$284.00
61629	COM30 COM31	STANLEY BAZILE KELLY BUCKWALTER	6/5/2020		PMCHK00001148	\$284.00
61630	COM32	PATRICK C. SELLARS	6/5/2020 6/5/2020	O & M CHECKING	PMCHKODOO1148	\$284.00
61631	COM33	WHITNEY HICKERSON	6/5/2020	O & M CHECKING O & M CHECKING	PMCHK00001148	\$142.00
61632	COM34	JUDY B. SONGY	6/5/2020	O & M CHECKING	PMCHK00001148 PMCHK00001148	\$284.00
61633	1916	STLA DEF COMP PLAN/GREAT-WEST	6/5/2020	O & M CHECKING	PMCHK00001149	\$284.00
61634	193	STLA DEF COMP PLAN/GREAT-WEST	6/5/2020	O & M CHECKING	PMCHK00001149	\$1,329.24 \$11,869.50
61635	2164	OFFICE OF GROUP BENEFITS	6/5/2020	O & M CHECKING	PMCHK00001149	\$1,032.82
61636	2234	S. J. BEAULIEU, JR.	6/5/2020	O & M CHECKING	PMCHK00001149	\$596,19
61637	2433	ST. JOHN UNITED WAY	6/5/2020	O & M CHECKING	PMCHK00001149	\$204.00
61638	71	LA GROUP BENEFITS PROGRAM	6/5/2020	O & M CHECKING	PMCHK00001149	\$84,460.18
61640	1030	A & P CLEANING SERVICE	6/19/2020	O & M CHECKING	PMCHK00001151	\$5,284.20
61641	1111	FISHER'S ACE HARDWARE, INC.	6/19/2020	O & M CHECKING	PMCHK00001151	\$50.46
61642	1191	NYLER F. WILLIAMS	6/19/2020	O & M CHECKING	PMCHK00001151	\$191.48
61643	1215	JANEEN D. BENN	6/19/2020	O & M CHECKING	PMCHK00001151	\$880.92
61644 61645	13 1346	NAPA AUTO & TRUCK PARTS	6/19/2020	O & M CHECKING	PMCHK00001151	\$158,72
61646	1434	KUSHNER LAGRAIZE, L.L.C. FUELMAN	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,308.00
61647	1483	GLOBAL SAFETY NETWORK, INC.	6/19/2020	O & M CHECKING	PMCHK00001151	\$659.84
61648	1500	COE & COMPANY, LLC	6/19/2020 6/19/2020	O & M CHECKING	PMCHK00001151	\$26.00
61649	1570	URS CORPORATION	6/19/2020	O & M CHECKING	PMCHK00001151	\$2,900.00
61650	1589	AT&T	6/19/2020	O & M CHECKING	PMCHK00001151 PMCHK00001151	\$1,790.00
61651	1621	WASTE CONNECTIONS BAYOU		O & M CHECKING	PMCHKODOD1151	\$81.63
				,W	· · · · · · · · · · · · · · · · · · ·	\$468.33

8/12/2020 System: 2:29:33 PM

Port of South Louisiana

Page: User Date: 8/12/2020 User ID: Grant VENDOR CHECK REGISTER REPORT Payables Management

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name		Checkbook ID	Audit Trail Code	Amount
61652	1762	EUSTIS INSURANCERBENEFITS, A M		· ·	PMCHK00001151	\$2,500.00
61653	1771	CURTIS ENVIRONMENTAL SERVICES	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,260.00
61654	1784	V. J. ROLLO SECURITY SERVICES	6/19/2020	O & M CHECKING	PMCHK00001151	\$21,355.87
61655	1791	JEFFERSON SPRINKLER, INC.	6/19/2020	O & M CHRCKING	PMCHK00001151	\$400.00
61656	1811	THE BETA GROUP	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,476.92
61657	1814	INTERFACE SECURITY SYSTEMS	6/19/2020	O & M CHECKING	PMCHK00001151	\$2,134.51
61658	2035	STAPLES BUSINESS CREDIT	6/19/2020	O & M CHECKING	PMCHK00001151	\$2,912,55
61659	2052	CARD SERVICES	6/19/2020	O & M CHECKING	PMCHK00001151	\$99.00
61660	2053	CARD SERVICES	6/19/2020	O & M CHECKING	PMCHK00001151	\$678.68
61661	2161	PROFESSIONAL ENGINEERING	6/19/2020	O & M CHECKING	PMCHK00001151	\$821.25
61662	2195	S & S SPRINKLER CO., LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$3,700.00
61663	2231	RSS DOCUMENT SOLUTIONS	6/19/2020	O & M CHECKING	PMCHK00001151	\$100.00
61664	2298	ADVANCED MARKETING	6/19/2020	O & M CHECKING	PMCHK00001151	\$420.00
61665	2302	ADVANCED CONCEPTS CONSULTING	6/19/2020	O & M CHECKING	PMCHK00001151	\$5,313.20
61666	2358	HYMEL'S TURF & LANDSCAPE	6/19/2020	O & M CHECKING	PMCHK00001151	\$6,780.00
61667	2373	MAINTENANCE DREDGING I, LLC	6/19/2020		PMCHK00001151	\$11,966.67
61668	2400	CARD SERVICES	6/19/2020	O & M CHECKING	PMCHK00001151	\$88.33
61669	2410	PRESTIGE FACILITY	6/19/2020	O & M CHECKING	PMCHK00001151	\$150,00
61670	2443	AUX INITIATIVES, LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$20,833.34
61671	2446	KDC ENTERPRISES, LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,350.00
61672	2462	ALLFAX CAPITAL, LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$268.32
61673	2463	ALLFAX SPECIALTIES, INC.	6/19/2020	O & M CHECKING	PMCHK00001151	\$204.31
61674	2491	PENTAGON PUBLISHING, INC.	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,997.50
61675	2508	MRTIS LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$4,740.00
61676	2526	ZERINGUE'S PLUMBING	6/19/2020	O & M CHECKING	PMCHK00001:151	\$259.89
61677	2548	AECOM TECHNICAL SERVICES	6/19/2020	O & M CHECKING	PMCHK00001151	\$13,787.50
61678	2652	NAYLOR, LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$654.50
61679	2665	INTELLIGENT TRANSPORTATION	6/19/2020	O & M CHECKING	PMCHK00001.151	\$5,545.50
61680	2682	BHOLD ENTERPRISES, LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$2,450.00
616B1	272	CINTAS CORPORATION #544	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,697.03
61682	2722	TRINITY CONSULTANTS, INC.	6/19/2020	O & M CHECKING	PMCHK00001151	\$345,00
61683	2749	BRAZOS INDUSTRIES, LLC	6/19/2020	O & M CHECKING	PMCHK00001151	\$22,903.05
61684	2764	BARRIERE CONSTRUCTION	6/19/2020	O & M CHECKING	PMCHK00001151	82,551,971.86
61685	280	MARSE WELDING SUPPLIES, INC.	6/19/2020	O & M CHECKING	PMCHK00001151	\$162.00
61686	30	COLONIAL LIFE	6/19/2020	O & M CHECKING	PMCHK00001151	\$394.73
61687	301	TIRE TOWN AUTO SERVICE	6/19/2020	O & M CHECKING	PMCHK00001151	\$20,90
61688	44	KENTWOOD SPRINGS	6/19/2020	O & M CHECKING	PMCHK00001151	\$561.39
61689	847	A T & T MOBILITY	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,085.54
61690	89	FEDERAL EXPRESS	6/19/2020	O & M CHECKING	PMCHK00001151	\$137.66
61691	952	SOS TECHNOLOGIES	6/19/2020	O & M CHECKING	PMCHK00001151	\$1,500.00
61692	COM19	P. JOEY MURRAY, III	6/19/2020	O & M CHECKING	PMCHK00001151	\$525.59
61693	COM29	D. PAUL ROBICHAUX	6/19/2020	O & M CHECKING	PMCHK00001151	\$142.00
61694	COM3 0	STANLEY BAZILE	6/19/2020	O & M CHECKING	PMCHK00001151	\$142.00
61695	COM32	PATRICK C. SELLARS	6/19/2020	O & M CHECKING	PMCHK00001151	\$142.00
61696	COM33	WHITNEY HICKERSON	6/19/2020	O & M CHECKING	PMCHK00001151	\$142.00
61697	COM34	JUDY B. SONGY	6/19/2020	O & M CHECKING	PMCHK00001151	\$142.00
61698	COM35	RYAN BURKS	6/19/2020	O & M CHECKING	PMCHK00001151	\$142.00
61699	1916	STLA DEF COMP PLAN/GREAT-WEST	6/19/2020	O & M CHECKING	PMCHK00001152	\$1,329.24
61700	193	STLA DEF COMP PLAN/GREAT-WEST	6/19/2020	O & M CHRCKING	PMCHK00001152	\$11,869.60
61701	2164	OFFICE OF GROUP BENEFITS	6/19/2020		PMCHK00001152	\$1,032.82
61702	2234	S. J. BEAULIEU, JR.	6/19/2020		PMCHK00001152	\$596.19
61703	2433	ST. JOHN UNITED WAY	6/19/2020		PMCHK00001152	\$204.00
61.704	2640	CONSTABLE DON DETILLIER	6/19/2020		PMCHK00001152	\$624.00
61939	2630	McGriff, Seibels & Williams o			PMCHK00001150	\$245,082.43
61939	2630	MCGriff, Selbels & Williams O	r 5/5/2020	O & M CHECKING	PMCHK00001150	\$245,0

Total Checks: 123 Total Amount of Checks: \$3,932,132.06



# MEMORANDUM

To:

Commissioners

From:

Grant J. Faucheux

Finance Director

Date: August 12, 2020

Subject: Overview of the Financial Statements

After two months of the fiscal year, we show a deficit between actual revenues and budgeted revenues (\$404,780). The three main categories where we are below budget are harbor fees, security fees and ADM dockage revenue. The harbor fees and security fees are for barges and vessels. Our barge and vessel counts have been lower for the last year. The barge and vessel counts should start increasing in August when the grain season starts. A big portion of our deficit is related to ADM being shutdown. They may not open back up until early next year. Remember that we have a dockage guarantee that will make up some of the deficit at the end of the year.

Our actual expenses for the start of the fiscal year ran a little below what we had budgeted (\$193,265). As usual we will keep an eye on our expenses throughout the fiscal year.





Port of South Louisiana income Statement For the Two Months Ending June 30, 2020

	ACTUAL 1 Month Ended 06/30/20	BUDGET 1 Month Ended 06/30/20	VARIANCE Positive (Negative)	ACTUAL 2 Months Ended 06/30/20	BUDGET 2 Months Ended 06/30/20	VARIANCE Positive (Negative)
OPERATING REVENUE:						
Dockage Fees	\$0.00	\$137,500.00	(\$137,500.00)	\$0.00	\$275,000.00	(\$275,000,00)
Giobalplex - General Cargo Dock	113,244.96	114,619.32	(1,374.36)	223,782.65	229,238.64	(5,455.99)
Globalplex - Rentals	132,317.65	127,317.67	4,999.98	264,635.30	254,635.34	96.989.96
Harbor Fees	220,915.71	250,416.67	(29,500.96)	447,930.71	500,833,34	(52,902.63)
Rentals	269,567.32	272,345.08	(2,777.76)	539,134.64	544,690.16	(5,555.52)
Foreign Trade Zone Income	26,000.00	15,125.00	10,875.00	26,000.00	30,250.00	(4,250.00)
SECURITY FEE INCOME	145,750.00	174,166.67	(28,416.67)	293,150.00	348,333.34	(55,183.34)
Airport - Fuel Revenue	6,077.24	12,500.00	(6,422.76)	13,441.86	25,000.00	(11,558.14)
Airport - Rental Income	5,540.00	4,966,67	573.33	8,840.00	9,933.34	(1,093.34)
Airport - Tie Down Revenue	480.00	125.00	355.00	00.009	250.00	410.00
Airport - Catering & Vending Machine	94.50	66.67	27.83	94.50	133.34	(38.84)
Water Sales Income	0:00	291.67	(291.67)	0.00	583.34	(583.34)
Sugarcane Revenue	6,146.94	11,666.67	(5,519.73)	20,732.57	23,333.34	(2,600.77)
Rental Income - SOLAPORT (Westbank)	1,165.00	0.00	1,165.00	2,330.00	0.00	2,330.00
Reimbursement of Utilities	23,302.56	25,000.00	(1,697.44)	45,229.23	50,000.00	(4,770.77)
Miscellaneous Income	1.00	833.33	(832.33)	3,139.57	1,666.65	1,472.91
TOTAL OPERATING REVENUE	950,602.88	1,146,940.42	(196,337.54)	1,889,101.03	2,293,880.84	(404,779.81)

Port of South Louisiana Income Statement For the Two Months Ending June 30, 2020

	ACTUAL 1 Month Ended 06/30/20	BUDGET 1 Month Ended 06/30/20	VARIANCE Positive (Negative)	ACTUAL 2 Months Ended 06/30/20	BUDGET 2 Months Ended 06/30/20	VARIANCE Positive (Negative)
Operating Expenses:						
Administrative Expense	\$300.00	\$2,583.33	\$2,283.33	\$600.30	\$5,166.66	\$4,566.36
Auditing Expense	1,308.00	4,583.33	3,275.33	1,308.00	9,166.66	7,858.66
Bad Debts Expense	0.00	416.67	416.67	0.00	833.34	833.34
Bank Fees	00.0	25.00	25.00	0.00	50,00	50.00
Building Services	5,284,20	5,166.67	(117.53)	10,568.40	10,333.34	(235.06)
Catering Expense - Airport	0.00	41.67	41.67	0.00	83.34	83.34
Computers - Software	1,359.65	3,750.00	2,390.35	3,385.60	7,500.00	4,114,40
Commissioners - Meetings	1,683.07	2,666.67	983.60	3,628.07	5,333.34	1,705.27
Convention Expense	(525.00)	7,500.00	8,025.00	601.18	15,000.00	14,398.82
Delivery Charges	223.78	208.33	(15.45)	324.17	416.66	92.49
Depreciation Expense	308,832,28	312,500.00	3,667.72	617,683.32	625,000.00	7,316.68
Dues	2,440.00	3,916.67	1,476.67	13,940.00	7,833.34	(6,106.66)
Employee Benefits	262,822.69	187,916.67	(74,906.02)	442,449.53	375,833.34	(66,616.19)
Engineering Fees	12,882.50	4,166.66	(8,715.84)	12,882.50	8,333.32	(4,549.18)
Equipment Rental	2,833.35	2,500.00	(333.35)	4,771.75	5,000.00	228.25
Fuel Expense	14,337.92	14,000.00	(337.92)	15,971.15	28,000.00	12,028.85
Insurance Expense	83,793.50	58,333.33	(25,460.17)	167,516.58	116,666.66	(50,849.92)
Legal Expenses	0.00	20,833.33	20,833.33	20,897.75	41,666.66	20,768.91
Loss on Disposition of Assets	0.00	250.00	250.00	00.00	200.00	500.00
Maintenance & Repairs	83,214.15	152,608.34	69,394.19	134,231.02	305,216.68	170,985.66
Management Services - Ponds	1,260.00	1,916.67	656.67	3,420.00	3,833.34	413.34
Medical Expenses	130.20	833.33	703.13	341.20	1,666.66	1,325.46
Mileage Expenses	600.82	250.00	(350.82)	600.82	200.00	(100.82)
Miscellaneous Expense	0.00	166.67	166.67	6.84	333.34	326.50
Permits & License Fees	00.00	416.67	416.67	00.00	833.34	833.34
Port Planning, Promotion & Dev.	7,848.25	30,249.98	22,401.73	21,838.65	60,499.96	38,661.31
Port Safety & Security	16,630.74	23,750.00	7,119.26	37,894.85	47,500.00	9,605,15
Postage Expense	00.00	625.00	625.00	220.00	1,250.00	1,030.00
Printing Expense	0.00	416.67	416.67	0.00	833.34	833.34

Port of South Louisiana Income Statement For the Two Months Ending June 30, 2020

	ACTUAL 1 Month Ended 06/30/20	BUDGET 1 Month Ended 06/30/20	VARIANCE Positive (Negative)	ACTUAL 2 Months Ended 06/30/20	BUDGET 2 Months Ended 06/30/20	VARIANCE Posifive (Negative)
Professional Fees	\$49,651.94	\$63,333.33	\$13,681.39	\$94,975.24	\$126,666.66	\$31,691.42
Publishing	0.00	875.00	875.00	350.00	1,750.00	1,400.00
Salaries	292,221.39	288,582,92	(3,638.47)	585,434.20	577,165.84	(8,268.36)
Subscriptions	4,740.00	1,083.33	(3,656.67)	4,740.00	2,166.66	(2,573.34)
Supplies	5,935.43	5,058.34	(877.09)	11,125.50	10,116.68	(1,008.82)
Telephone & Facsimile	9,960.41	12,166.67	2,206.26	16,908.15	24,333.34	7,425.19
Training	0.00	1,000.00	1,000.00	0.00	2,000.00	2,000.00
Uniforms	2,326.40	1,833.33	(493.07)	4,049.83	3,666,66	(383.17)
Utilities Expense	29,506.91	34,375.00	4,868.09	75,869.51	68,750.00	(7,119.51)
Total Operating Expenses	1,201,602.58	1,250,899.58	49,297.00	2,308,534.11	2,501,799.16	193,265.05
Income From Operations	(250,999.70)	(103,959.16)	(147,040.54)	(419,433.08)	(207,918.32)	(211,514.76)

Port of South Louisiana Income Statement For the Two Months Ending June 30, 2020

	ACTUAL 1 Month Ended 06/30/20	BUDGET 1 Month Ended 06/30/20	VARIANCE Positive (Negative)	ACTUAL 2 Months Ended 06/30/20	BUDGET 2 Months Ended 06/30/20	VARIANCE Positive (Negative)
Non Operating Revenue (Expenses):						
Interest Earned on Investments	\$6,068.15	\$14,583.33	(\$8,515.18)	\$13,368.08	\$29,166.66	(\$15,798.58)
Contributed Capital - Port Security Grant	29,931.33	0.00	29,931.33	63,910.69	0.00	63,910.69
Contributed Capital - Facility Planning & Control	48,582.24	0.00	48,582,24	1,880,018.94	00'0	1,880,018.94
Contributed Capital - Airport	0.00	0.00	0.00	8,345.00	0.00	8,345.00
Total Non Operating Revenue (Expenses)	84,581.72	14,583,33	69,998.39	1,965,642.71	29,166.66	1,936,476.05
Net Income for Port of			c.			
South Louisiana	(\$166,417.98)	(\$89,375.83)	(\$77,042.15)	\$1,546,209.63	(\$178,751.66)	\$1,724,961.29
Non Port Revenue (Expenses)						
Related to Direct Financing Leases						
Interest Earned on Restricted						
Interest Earned on Direct						
Interest Expense on Revenue Bonds	(37,579.12)	(13,750.00)	(23,829.12)	(37,579.12)	(27,560.00)	(10,079.12)
Total Non Port Revenue (Expenses)	(\$37,579.12)	(\$13,750.00)	(\$23,829.12)	(\$37,579.12)	(\$27,500.00)	(\$10,079.12)
Net Income - Port of South Louisiana	(166,417.98)	(89,375.83)	(77,042.15)	1,546,209.63	(178,751.66)	1,724,961.29
Non Port Revenue (Expenses)	(37,579.12)	(13,750.00)	(23,829.12)	(37,579.12)	(27,500.00)	(10,079.12)
Total	(\$203,997.10)	(\$103,125.83)	(\$100,871.27)	\$1,508,630.51	(\$206,251.66)	\$1,714,882.17





Entergy Louisiana, LLC 2821 Richland Ave., Ste 100 Metairie, LA 70002

Distribution Right of Way

July 14, 2020

Port of South Louisiana Attn: Mr. Paul G. Aucoin PO Box 909 LaPlace, Louisiana 70069

Re: Service to 16717 River Road, Hahnville, Louisiana

Dear Mr. Aucoin:

Attached please find three (3) originals of the right of way documents for the above referenced project. Please have all three documents signed in the presence of two witnesses and notarized. Please note that the Acknowledgement is set up so that one of the <u>Witnesses</u> (not Mr. Aucoin) is the Appearer.

Please return all three original documents to me. Once I have received the three sets of fully executed documents, I will have them recorded in the records of St. James Parish and return an original with the recordation information to you.

Please use the enclosed self-addressed envelope to mail the signed and notarized documents to my office at:

Attn: Brendan McMahon 2821 Richland Ave., Ste. 100

Metairie, LA 70002

If you have any questions regarding this process, please do not hesitate to contact me.

Thank you for your cooperation in this matter.

Brendan McMahon

Right of Way Agent - Contract

Entergy Louisiana, LLC

(504) 455-2027

STATE OF LOUISIANA PARISH OF ST. CHARLES

# RIGHT-OF-WAY INSTRUMENT ENTERGY LOUISIANA, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: PORT OF SOUTH LOUISIANA, a political subdivision of the State of Louisiana, whose permanent address is P.O. Box 909, LaPlace, Louisiana 70069, herein appearing by and through PAUL G. AUCOIN, its duly authorized Executive Director, Grantor(s), acting for, and on behalf of, his/her heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor" for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its successors and assigns, collectively "Grantee", a right-ofway, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, including, but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of St. Charles, State of Louisiana described as follows, to-wit:

See EXHIBIT "A" for property description, attached hereto and made a part hereof.

The location of the ten (10') foot right-of-way and servitude herein granted on the above described property is more fully shown in red on that drawing identified as EXHIBIT "B", dated June 19, 2020, a copy of which is attached hereto and made a part hereof,

together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor and the right to attach wire and cables of any other party to Grantee's facilities.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use to a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearance from the lines and facilities of Grantee, as provided in the National Electric Safety code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on the 2020.

WITNESSES:

Its: Executive Director

STATE OF LOUISIANA PARISH OF St. Ton. (In Page 2)  BEFORE ME, the undersigned notary, personally came and appeared to the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.  Sworn to and subscribed before me this day of Text 12020  Notary Public
BarRoll # or Notary ID:

EDWARD L. CLINTON, PLS Chairman of the Board

JOSEPH F. (JEFF) RUELLO, PLS President

LLOYD A. (LJ) LANGLOS, JR. Secretary - Treasurer

STEVEN M. RUNNEBAUM, PLS Survey Manager



1513 KUEBEL STREET HARAHAN, LA 70123

Phone: (504) 733-3303 FacsImile: (504) 734-8357 Email: LSI@LandmarkSurveyingInc.com

ENTERGY 10' RIGHT OF WAY 16717 RIVER ROAD, SITUATED IN SECTION 13, T 12 S ~ R 13 E, SECTIONS 39, 66, 21, T 13 S ~ R 13 E, ST. CHARLES PARISH, LOUISIANA

Commence at the Northwest corner of Subject property having the address of 16717 River Road, being approximately 1.14 miles or 6,019' east of the centerline of La Highway 3142 and having the Louisiana Grid South Zone State Plane Coordinate of N543002.71, E3565675.73; thence S86°38'40"E, along the River Road right of way line, a distance of 20.70' to the Point of Beginning; thence along said line, S86°38'40"E, a distance of 10.22' to a point; thence S15°16'49"W, a distance of 117.62' to a point; thence S07°54'27"W, a distance of 254.22' to a point; thence S10°13'53"W, a distance of 247.00' to a point; thence S14°34'10"W, a distance of 179.89' to a point; thence N75°25'50"W, a distance of 10.00' to a point; thence N14°34'10"E, a distance of 22.20' to a point; thence N73°08'17"W, a distance of 84.20' to a point; thence N16°51'43"E, a distance of 10.00' to a point; thence S73°08'17"E, a distance of 83.79' to a point; thence N14°34'10"E, a distance of 147.31' to a point; thence N10°13'53"E, a distance of 246.43' to a point; thence N07°54'27"E, a distance of 254.65' to a point; thence N15°16'49"E, a distance of 116.15' to the Point of Beginning. Containing 8,815 Sq. Ft., 0.202 Acres.

This description is based on The Survey Titled: Entergy 10' Right of Way, 16717 River Road, Situated in Section 13, T 12 S ~R 13 E, Section 39, 66, & 21,T 13 E ~ R 13 E, S. Charles Parish, Louisiana; Dated June 19, 2020. Job Number 20-0232, Drawing Number 200232.

Steven M. Runnebaum REG. No. 4740 REGISTERED PROFESSIONAL

Stens M. Jumebaum



# CONTRACT FOR ENGINEERING SERVICES

#### I. GENERAL

The OWNER agrees to employ the ENGINEER, and the ENGINEER agrees to perform professional engineering services as required by the OWNER. Engineering will conform to the requirements of the OWNER and to the standards of the agencies participating with the OWNER in the project. The ENGINEER will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed.

A task order will be issued for each project and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this Agreement in accordance with Exhibit A. The OWNER may terminate the Agreement or any task order by written notification and without cause per Section VI. Issuance of a task order will serve as the OWNER's approval to begin a subsequent project.

#### II. SERVICES OF THE ENGINEER

#### A. Basic Engineering Services

- 1. <u>Preliminary Phase.</u> The ENGINEER, upon authorization by the OWNER, shall:
  - a. Serve as the OWNER'S representative in the preliminary phases of all projects and furnish consultation and advice to the OWNER during the performance of this service.
  - Attend, alone or accompanied by the OWNER, preliminary conferences with local officials, state and federal agencies, utility companies and others regarding the proposed projects, their general design, functions, and impact.
  - c. Assist the OWNER in ordering and directing the accomplishment of such special services as soil borings and materials tests as may be necessary to accomplish preliminary reports.

#### 2. Design Phase. The ENGINEER shall:

- a. Perform design calculations required in the design of the projects. The ENGINEER shall plan and direct the balance of tests and surveys classified as special services including foundation investigations and soil borings and tests required for the design of the project and not accomplished under the Preliminary Plans.
- b. Prepare detailed construction drawings, specifications and contract documents. These designs shall combine in all respects the application of sound engineering principles with a high degree of economy.

]

#### 3. Construction Phase. The ENGINEER shall:

- a. Conduct prebid conferences when necessary, inviting prospective bidders and prospective subcontractors to discuss all aspects and requirements of the proposed work.
- Assist the OWNER in securing bids and prepare tabulations of bids received.
- c. Assist the OWNER in the execution of all contract documents and furnish the OWNER a sufficient number of the executed documents to satisfy the needs of the OWNER, local, state and federal agencies that may be involved in the project.
- d. Attend as the OWNER'S representatives and conduct all required preconstruction conferences.
- e. When authorized by the OWNER to proceed with construction, the ENGINEER will provide general supervision of the work,
- f. Consult with and advise the OWNER during the construction period,
- g. Certify monthly and final estimates for payments to the contractors.
- h. Insure that all tests required for construction are scheduled and accomplished in a manner that will not delay the contractor unnecessarily and will meet specification requirements as to location and frequency.
- i. Prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the plans and specifications when authorized by the OWNER.

#### B. Resident Project Representative

- 1. The ENGINEER, upon authorization by the OWNER, shall:
  - a. Provide the services of a Resident Project Representative, and other full time field personnel as required for continuous on-site inspection of the construction work,
  - b. The Resident Project Representative shall act as the OWNER'S representative for on-site contract administration of all project construction work. The Resident Project Representative will reasonably observe the progress and quality of the construction work and will determine if the results of the construction work are in accordance with the project contract drawings and specifications; he shall endeavor to safeguard the OWNER against apparent defects and deficiencies in the permanent construction work by the contractor.
  - c. During the course of construction, a "daily log" or "daily history file" will be kept by the personnel performing resident inspection of construction. This log will provide a complete construction history of the project, and include such items as:
    - 1. Weather conditions.
    - 2. Area of work by stations or other references.
    - 3. Equipment in use.
    - 4. Adequacy of work force and supervision.
    - 5. Quality and quantity of materials delivered.
    - 6. Tests performed, and location.
    - 7. Test results.
    - Instructions issued to contractor, such as minor changes to grade, work schedule, gradation of mix design, or alignment.

- 9. Any problems encountered, with action taken.
- d. Advise and consult with the OWNER in matters regarding progress, shutdowns, operations, and other matters as may be necessary for proper execution of the construction contract.
- e. Provide field review and advise the OWNER in matters related to approval or disapproval of field laboratory results, shop drawings, and mill tests of material and equipment.
- f. Provide field interpretation of the contract plans and specifications.
- g. Observe field checks and performance tests of equipment and systems for compliance with the contract plans and specifications therefore.
- Perform in company with the OWNER'S representatives, a final inspection of the project.
- Maintain and keep current a set of working drawings which can be used to prepare the "As-Built" construction plans.

## C. Special Engineering Services

- 1. The ENGINEER, upon authorization by the OWNER, shall provide the special services required and agreed to by the ENGINEER, and to be paid for by the OWNER. Some of these services are:
  - Land surveys, and establishment of boundaries and monuments, and related office computations and drafting.
  - b. Preparation of property or easement descriptions.
  - Preparation of any special reports required for marketing of bonds.
  - d. Appearances before regulatory agencies.
  - e. Assistance to the OWNER as an expert witness in any litigation with third parties, arising from the development or construction of the project.
  - f. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analysis, and recommendations.
  - g. Travel and subsistence required of the ENGINEER and authorized by the OWNER to points other than the OWNER'S office and project site.
  - h. Additional copies of reports, specifications, or drawings (over previously agreed number).
  - Preparation of Environmental Impact Assessment Reports or Negative Declarations, as appropriate, and Assistance to OWNER in preparing for, and attending, public hearings.
  - Engineering surveys for design and construction and photogrammetry.
  - k. Investigation involving detailed consideration of operation, maintenance, and overhead expenses; preparation of rate schedules; earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the OWNER.
  - Preparation of detailed applications and supporting documents for government grants or advances for public works projects.
  - Plotting, computing, and filing subdivision plots; staking of lots; and related land planning and partitioning activities.
  - Performance of infiltration and inflow studies in connection with sanitary and storm sewer systems.
  - Preparation of operating instructions and manuals for facilities, training of personnel, and assistance in operation of facilities.
  - p. Design to meet unusual criteria such as earthquakes, hurricanes, tornadoes, or blast, or to satisfy unique or abnormal tolerances; dynamic analysis or testing related to such specialized design.

- q. Preparation of master plans or feasibility studies to determine needs and recommendations for improvements to various systems as required by the OWNER,
- r. Coordination and administration of subconsultant activities.
- s. Preparation of necessary documents for environmental clearances or permits required for completion of the project.
- Perform engineering management services as authorized by Port of South Louisiana.

#### III. SERVICES OF THE OWNER

- A. Provide full information as to his requirements for the project.
- B. Assist the ENGINEER in planning and designing the project by placing at his disposal all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities.
- C. Guarantee access to and make all provisions for the ENGINEER and his subconsultants to enter upon Public property as required for performing the services.

#### IV. COMPENSATION

A. For performing basic engineering services outlined in Section II, paragraphs A-1, A-2 and A-3, the OWNER agrees to pay the ENGINEER a professional engineering fee based upon a percentage of the construction cost of the project. This percentage fee shall be determined by referring to the curves on pages 8 and 9 of 9 of this contract which indicate the rates of compensation for basic services expressed as a percentage of construction cost. These curves are from American Society of Civil Engineer's Manual No. 45 "A Guide for the Engagement of Engineering Services" dated 1981.

The type of work to be designed will determine which curve shall be used, as detailed below:

PROJECTS OF ABOVE-AVERAGE COMPLEXITY – Curve in Figure 1 presents historic compensation data for projects of above-average complexity. Typical examples of such assignments are:

- a. Airports with extensive terminal facilities.
- b. Water, wastewater, and industrial waste treatment plants.
- c. Bridges that are asymmetric or are otherwise complicated.
- d. Public and office buildings.
- e. Power plants.
- f. Large dams or complicated small dams.
- g. Highways and urban and suburban arterial streets.
- h. Grade crossing eliminations.
- i. Highway and railway tunnels.
- j. Pumping stations.
- k. Incinerators.
- Intercepting and relief sewers.
- m. Sanitary sewer lines under 24 inch (610 mm) diameter.
- n. Water distribution lines under 16 inch (410 mm) diameter.
- Waterfront and marine terminal facilities including docks.
- p. Foundations.
- q. Large sports stadia.

PROJECTS OF AVERAGE COMPLEXITY — Curve in Figure 2 presents historic compensation data for projects of average complexity. Typical examples of these less complex projects are as follows:

- Industrial buildings, warehouses, parking structures, hangars, and comparable structures.
- b. Bridges and other structures of conventional design.

- c. Simple waterfront facilities.
- d. Railways.
- e. Roads and streets.
- f. Conventional levees, flood walls, and retaining walls.
- g. Small dams.
- h. Sewer and water tunnels (free-air).
- i. Storm sewers and drains.
- j. Sanitary sewers 24 inch (610 mm) and larger diameter.
- k. Water distribution lines 16 inch (410 mm) and larger diameter.
- 1. Irrigation works, except pumping plants.
- m. Airports, except those classified as Curve A projects.
- Payment on the fee shall be made for the separate phases upon completion as follows:

a.	Preliminary Phase – (Section II-A-1)	20%
b.	Design Phase - (Section II-A-2)	60%
C.	Construction Phase – (Section II-A-3)	20%

- B. For Resident Project Inspection Services, as outlined in Section II, Paragraph B, the OWNER agrees to pay the ENGINEER, in addition to the professional engineering fee in Section IV-A, a sum based on the hourly rate schedule attached to this contract as Exhibit B.
- C. If any Special Engineering Services, as outlined in Section II, Paragraph C, are required by the OWNER, the OWNER shall authorize and pay the ENGINEER a sum based on the hourly rate schedule attached to this contract as Exhibit B.

#### D. Partial Payments

- Partial payments for any of the basic engineering services provided in accordance with Section II-A will be made at monthly intervals based on monthly statements submitted by the ENGINEER.
- Partial payments for the construction phase will be made at monthly intervals based on the contractor's progress as determined by the contractor's monthly estimate.
- Partial payments for resident inspection services as outlined in Section II-B will be made at monthly intervals based on monthly statements submitted by the ENGINEER.
- 4. Partial payments for any of the special engineering services provided in accordance with Section II-C will be made at monthly intervals based on monthly statements submitted by the ENGINEERS.
- E. If the OWNER requests additional services not heretofore considered, the OWNER agrees to pay the ENGINEER for such services a previously agreed fixed sum, such sum to be established in each case when the scope of the work involved has been determined and before any of the additional services are provided.

#### V. OWNERSHIP OF DOCUMENTS

A. Documents including, but not limited to, plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the OWNER and shall be made available for OWNER'S inspection at anytime during the Project and, shall be delivered to the OWNER prior to the termination or final completion of the contract.

#### VI. TERMINATION

A. This agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance

with the terms hereof by the other party through no fault of the terminating party.

- B. The ENGINEER, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement.
- C. The ENGINEER shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed under this agreement to the date of termination.
- D. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, less such payments on account of the fee as have been previously made.

#### VII. COMPLIANCE WITH LAWS AND ORDINANCES

The ENGINEER hereby agrees to comply with all Federal, State, and local laws and ordinances applicable to the work or services under this contract.

#### VIII. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each bind himself, his successors, executors, administrators and assigns to the other party to their agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this agreement.

#### IX. INSURANCE

The ENGINEER shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this agreement. Insurance for bodily injury or death shall be in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000,00) DOLLARS for one person, and not less than ONE MILLION AND NO/100 (\$1,000,000,00) DOLLARS for all injuries and/or death resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS for each accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS aggregate.

The ENGINEER shall also secure and maintain at his expense professional liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS.

All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

#### X. GENERAL

The ENGINEER shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from, or by reason of any negligent act by the ENGINEER, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

While in the performance of services or carrying out other obligations under this Agreement, the ENGINEER shall be acting in the capacity of the independent contractors and not as employees of the OWNER. The OWNER shall not be obligated to any person, firm or corporation for any obligations of the ENGINEER arising from the performance of their services under this Agreement.

The ENGINEER warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to

solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability.

This agreement being for the personal services of the ENGINEER shall not be assigned or subcontracted in whole or in part by ENGINEER as to the services to be performed hereunder without the written consent of the OWNER.

Should either party to this agreement have to file suit in order to enforce the provisions thereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

#### XI. ACCESS TO SITE

OWNER shall be fully responsible for obtaining the necessary access authorizations to allow ENGINEER, its agents, subcontractors and representatives, to have access to all area of public and private property as required by ENGINEER in order to perform its services under this agreement.

#### XII. WARRANTY

Shread-Kuyrkendall & Associates warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession.

The obligations expressed in above in no way limit the ENGINEER'S obligations expressed elsewhere in this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day and year first above mentioned.

ATTEST:	PORT OF SOUTH LOUISIANA
	PAUL AUCOIN Executive Director
ATTEST:	SHREAD-KUYRKENDALL & ASSOCIATES, INC.
	RICHARD R. SHREAD, P.E., P.L.S. President

#### CONSULTING ENGINEERING

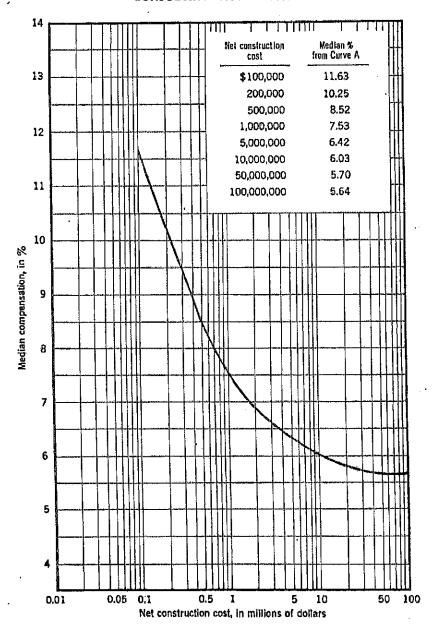


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED
AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF
ABOVE-AVERAGE COMPLEXITY (1980)

8

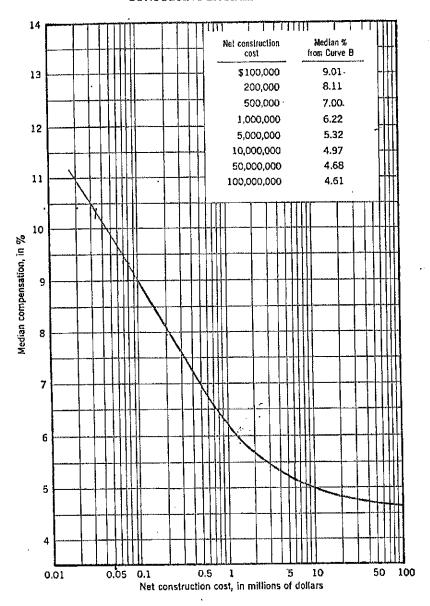


FIG. 2.—CURVE B, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY (1980)

9

# EXHIBIT A

## TASK ORDER

# PORT OF SOUTH LOUISIANA

Is hereby attached to and is part of the CONTRACT FOR ENGINEERING SERVICES BETWEEN PORT OF SOUTH LOUISIANA AND SHREAD-KUYRKENDALL & ASSOCIATES, INC.

TASK ORDER NO.

TASK ORDER DESCRIPTION:	
SCOPE OF SERVICES:	
COMPENSATION:	
Basic Services:	
Additional Services:	
If you agree with the Scope of Services and Compeindicate your acceptance by signing on the line procepy to our office.	ensation as outlined herein, please vided below, dating and returning a
SHREAD-KUYRKENDALL & ASSOCIATES, INC.:	PORT OF SOUTH LOUISIANA
Richard R. Shread, P.E., P.L.S.	Paul Aucoin, Executive Director
Date	Date

# EXHIBIT B

# SHREAD-KUYRKENDALL & ASSOCIATES, INC. $\underline{\text{HOURLY RATE SCHEDULE}}$

## 2020

LABOR CATEGORY	RATE
Principal	\$240.00/hr
Project/Program Manager	\$230.00/hr
Deputy Project/Program Manager	\$200.00/hr
Senior Professional Engineer	\$180.00/hr
Senior Technical Advisor	\$175.00/hr
Professional Engineer	\$150.00/hr
Graduate Engineer	\$105.00/hr
Technician I/CADD Designer	\$125.00/hr
Technician II/CADD Designer	\$115,00/hr
Administrative Assistant	\$65.00/hr
Construction Manager	\$120.00/hr
Resident Project Representative	\$90,00/hr
O & M Specialist	\$105.00/hr
3-Man Survey Crew	\$165.00/hr
Engineering Technician	\$105.00/hr
Survey Supervisor	\$165.00/hr

#### TASK ORDER

#### PORT OF SOUTH LOUISIANA

# Is hereby attached to and is part of the CONTRACT FOR ENGINEERING SERVICES BETWEEN PORT OF SOUTH LOUISIANA AND SHREAD-KUYRKENDALL & ASSOCIATES, INC.

#### TASK ORDER NO. 1

#### TASK ORDER DESCRIPTION:

Construction of Port Road Extension & Parking Area Improvements (see attached sketch).

#### **SCOPE OF SERVICES:**

Project #1 - Port Roadway Improvements:

Construction of 8 inch P.C.C.P. over a 12" Class I Base Course and 12" Subbase.

Time of Completion: 180 days from Notice to Proceed.

#### **COMPENSATION:**

Basic Services: Additional Services:	Engineering Topographic Survey (NTE) Geotechnical (NTE)	\$42,181.82 \$10,000.00 \$ <u>5,000.00</u>
	TOTAL	\$57,181.82

#### **SCOPE OF SERVICES:**

Project #2 - Parking Area Improvements near Building No. 2:

Construction of 8 inch P.C.C.P. over a 12" Class I Base Course and 12" Subbase.

Time of Completion: 180 days from Notice to Proceed.

#### **COMPENSATION:**

Basic Services: Additional Services:	Engineering Topographic Survey (NTE)	\$172,003.70 \$10,000.00
	Geotechnical (NTE)	\$ <u>5,000.00</u>
	TOTAL	\$187,003.70

#### **SCOPE OF SERVICES:**

Project #3 - Parking Area Improvements at Marine Security Building:

Construction of 8 inch P.C.C.P. over a 12" Class I Base Course and 12" Subbase.

Time of Completion: 180 days from Notice to Proceed.

#### **COMPENSATION:**

 Basic Services:
 Engineering
 \$31,581.24

 Additional Services:
 Topographic Survey (NTE)
 \$10,000.00

 Geotechnical (NTE)
 \$5,000.00

 TOTAL
 \$46,581.24

#### SCOPE OF SERVICES:

Project #4 - Parking Area Improvements at Building No. 60:

Construction of 8 inch P.C.C.P. over a 12" Class I Base Course and 12" Subbase.

Time of Completion: 180 days from Notice to Proceed.

#### **COMPENSATION:**

Basic Services:	Engineering	\$85,973.25
Additional Services:	Topographic Survey (NTE)	\$ 5,000.00
	Geotechnical (NTE)	\$ 3,500.00
	TOTAL	\$94,473.25

This Task Order contains four (4) projects. The individual projects will be assigned to the engineer upon written authorization by the Executive Director.

If you agree with the Scope of Services and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

SHREAD-KUYRKENDALL & ASSOCIATES, INC.:	PORT OF SOUTH LOUISIANA
Richard R. Shread, P.E., P.L.S.	Paul Aucoin, Executive Director
8/13/20	Dete
Date	Date