

**A SPECIAL MEETING OF THE PORT OF SOUTH LOUISIANA  
COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA GLOBALPLEX  
FACILITY (GUESTHOUSE) ON WEDNESDAY, APRIL 6, 2022**

**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            Miss. Songy  
Miss Songy            Here.

Vickie Clark            Mr. Murray  
Mr. Murray            Here.

Vickie Clark            Mrs. Klibert  
Mrs. Klibert            Here.

Vickie Clark            Mr. Hickerson  
Mr. Hickerson            Here.

Vickie Clark            Mr. Joseph  
Mr. Joseph            Here.

Vickie Clark            Mr. Burks  
Mr. Burks            Here.

Vickie Clark            Mr. LeBlanc  
Mr. LeBlanc            Here.

Vickie Clark            Mr. Robichaux  
Mr. Robichaux            Here.

**ITEM 3. PLEDGE OF ALLEGIANCE**

Commissioner Bazile led the Pledge of Allegiance.

**MOMENT OF SILENCE TO REMEMBER:**

Billie Sellars, wife of Former Port Commissioner the late Patrick Sellars  
Sharon Schexnaydre, Mother- in- Law of Joey Murray  
Victims of Ukraine/Russia Battle

#### **ITEM 4. NEW BUSINESS AND PUBLIC COMMENTS**

##### **A. CONSIDER ENTERING INTO COOPERATIVE ENDEAVOR AND PAYMENT IN LIEU OF TAXES AGREEMENT WITH ST. JOHN SHERIFF OFFICE AND GREENFIELD LOUISIANA, LLC; AND LEASE AGREEMENT WITH GREENFIELD LOUISIANA, LLC.**

Mr. Robichaux I have a comment from Greenfield.

Mr. Hickerson Who is that comment from?

Mr. Robichaux Mr. Rollo with Greenfield.

Mr. David Rollo Any questions, comments that the Commission have we will be happy to answer.

Mr. Matthews Mr. Chairman this is the awaited and anticipated Greenfield, LLC project CEA with the Port of South Louisiana for a thirty(30) year term in which the Port will own the construction, assets and the land. The Port will receive an administration fee of three hundred thousand dollars (\$300,000) per year for the first five (5) years and for each calendar year thereafter during the Lease term Two hundred thousand dollars (\$200,000). Along with a pilot that will be presented to the Sheriff to distribute to the taxing bodies. The staff have reviewed everything impacts and process. Legal has reviewed it. Everything has been presented to the Board we as a staff recommend approval.

Mr. Robichaux I understand you spoke to the Sheriff.

Mr. Matthews Yes. The Sheriff Office had their legal counsel look at all of the documents. Troy (Villa) received notice from them that they are ready to move forward.

Troy Villa Correct. Troy Villa ,attorney for the Port of South Louisiana. At 4:25 p.m. I was driving and the Sheriff's outside counsel sent over a redlined of the CEA. They are the only other party to the agreement besides the Port.

The only substantive change the sheriff has asked to make is to add a Recital which basically says that: "WHEREAS, the Sheriff has also determined that the execution of this Agreement serves a public purpose and benefit to the Parish including but not limited to increased revenue through the PILOT Payments, and as Ex-Officio Tax Collector, the Sheriff is authorized by ordinance and statute to collect and distribute such revenue." That would be the only substantive change to what you have in front of you. We just got the redlined change.

Mr. Joseph Would that bring them more money or what? I know it says \$2 million dollars. I've talked to the Parish President, Assessor and Sheriff. I talked to them yesterday. They felt like they could get more. If they didn't do what they were supposed to do that is their fault. If they had a disagreement, they should have

said something. I just want to put it on the record that they asked for more money.

Mr. Robichaux So, I just want to understand you (Troy Villa) what you just read to us is the Sheriff through his legal counsel saying he is in acceptance of this agreement?

Troy Villa Basically, yes. It doesn't comment on the amount or business terms as negotiated. It only states there is a public purpose and benefit to the Parish by payment of the pilot payment that is in the lease. What you have in front of you is what they have and those pilot payments.

Mr. Hickerson Mr. Matthews I have a question. Did you get anything in writing from any of the governmental bodies such as the school board?

Mr. Matthews I did not receive any written statements- in agreement or objections to the process.

Mr. Murray I want to ask David... is there a side agreement with any of the School Board Members for payment into their foundation?

Mr. Rollo No, Sir. We met with the School Board Foundation as well as the School Board. We are trying to find other ways to get money to the School Board as fast as we can. Especially, at West St. John High on the west bank community school system. We met with them. The School Board has to vote on everything so they could not guarantee that a lot of the funds would go directly to west bank and West St. John specifically and that is what we are after. We couldn't do it through their foundation. It didn't really work out. We are going to do another donation to the foundation that has a direct line to West St. John.

Mr. Murray You are going to do it....for one million dollars?

Mr. Rollo Yes, sir. It's not a one-time thing.

Mr. Joseph You need to do that and make sure that the High School kids be prepared to go to work for Greenfield...get some training. Mr. Watson and I talked about this .... go to Vo-Tech School or RPCC get some training....

Mr. Burks Can we get a Motion? We have a lot of discussion going on-on the floor.

Mr. Murray I liked to make a Motion that we approve the Pilot as written with the inclusion of the verbiage that was just read by our legal counsel, Troy Villa. I'd also liked to add a change to Item (e). in the agreement that the Two (2) million dollars payment be changed to Three (3) Million dollars. That is my Motion.

Mr. Joseph I second it.

Mr. Robichaux We have a Motion and a Second.

Mr. Joseph Wait. Before I second that Motion I'd like to discuss that...

Commissioners Now you can discuss it....

Mr. Joseph I withdraw my second. I don't want to catch Greenfield off guard.

Mr. Murray Mr. Chairman, I think it is very much in our purview for us to review the documents that is being offered for the Pilot. The taxing bodies were not able to negotiate this...this was something that was something that was offered. I spoke to officials and council members they did not take a vote on this, they did not take a position. They told me very clearly this is your deal. This is your baby.

I did speak to the Assessor. He told me very clearly that this deal...while it is a deal on the table if we approve it, it is not going to be challenged or it would be difficult to challenge. But a fairer deal would be an additional million dollars a year. He is the taxing authority in St. John the Baptist Parish. He has reviewed in grain elevators in this Parish and adjoining Parishes. He is saying with the inflation we will be looking at in the coming years. Similar to what took place in 1978'79'82'83' in those periods 14%, 15 % per year inflation. This Grain Elevator is going to increase in value. We are going to have this thirty (30) year Pilot in place that is going to be saddled on the taxpayers. That is what they are going to receive 30-28 years...the other grain elevators are going to paying their fair share... this is too low. I think we are giving away the farm, the cow, the farmer's wife, the daughter...

Mr. Hickerson I think the time is also too long...thirty (30) years....

Mr. Murray I agree...ten(10) years I would vote right now. But I cannot support this thirty (30) year at this number. I can support thirty (30) years very grudgingly at three (3)million dollars.

Mr. Robichaux We have a Motion on the Floor, and he withdrew his second. Someone wants to second it? Do you want to restate your Motion?

Mr. Murray My Motion stand and I want to know if anybody agrees with me.

Mr. Joseph I want to hear what they have to say. I don't want my Motion to stand...

Mr. Murray Well, you are not supposed to have discussion without it...

Mr. Robichaux His Motion dies for lack of second.

Mr. Joseph I don't want it to die. I want to hear what they have to say.

Mr. Robichaux You can't have it both ways.

Mrs. Klibert I make a Motion to go ahead and approve the Pilot as is with the redlined items.

Mr. Hickerson Excuse me. You would have to make a Substitute Motion.

Mrs. Klibert Sorry, I am making a Substitute Motion.

Mr. Burks I second.

Mr. Robichaux We have a Motion and Second. Discussion on Motion?

Mr. Rollo No. In reference to Mr. Murray's comments. I have also met with the Assessor who has expressed to me ...I think he would say best deal on the table. I think that was a matter of opinion that the taxing bodies did not get a chance and opportunity to negotiate that. We told them our plans made sure they were very aware ..did go to a vote- no. They were very aware we met personally with these taxing bodies. We are very comfortable...

Mr. Murray I am not comfortable. How is it that there is no communication in writing to any of the taxing bodies? How is that there are no communications and there are no responses? How is it we are sitting blindly looking at a Pilot that has been written and put in terms that have not been negotiated. There have not been any meetings between these bodies. There is not anything that show us that they are accepting this. When I speak to them they are not accepting this.

Mrs. Klibert But Joey...

Mr. Rollo You are missing the economic benefits aspect of it. The economic impact study that we done. There are tremendous benefits.

Mr. Murray I've looked at it.

Mr. Robichaux Mr. Matthews You have spoken to these same entities. I've challenged you on those same points that Joey brought up. You went back and revisited all of the entities. Has anything change? As the person who has been on point for us as our Executive Director.

Mr. Joseph I just heard all of that the last couple of days...three(3) million dollars...

Mr. Matthews I appreciate the conversation regarding what the terms should be, what the terms could be, what the pilot pay amounts could be or should be, what the conversations have been with the taxing bodies. In this particular case we have three parties: Greenfield, the Port and the taxing bodies which is one party looking at this Pilot. I understand that this Pilot hasn't been presented to those taxing bodies. I understand there has not been any counteroffers presented. It is the opinion of myself and staff that it is not our responsibility to negotiate the Pilot on behalf of the taxing bodies. If that were the case then there would be no need for taxing bodies to negotiating their taxes. Our role here as the Port is to move the project forward. There has been ample opportunity to change the terms and the numbers, if Greenfield and those taxing bodies would be in agreement to do so. I have not seen anything or any different numbers that the taxing bodies has agreed upon from negotiating with Greenfield. We as a Staff are agnostic to what the terms would be and what those numbers are for the Pilot of those taxing bodies. We do not want to speak for them. We want to move the project forward and all of the assets that come with it and the administration fees. The lease is what is key for the Port. The Pilot Payments and CEA ...we now know that Greenfield has a position on what they put in their Pilot. We recognize and

agree that the Sheriff will receive the funds and distribute to the taxing authorities. But it is our recommendation as a Staff to not be the ones the pilots and terms are for those taxing authorities but what terms and amounts are and agreements specific to the Lease. This is what has been agreed upon at this Port. The recommendation of the Staff is to move forward as is.

Mr. Robichaux That being said. I find it very encouraging from our own Counsel, Mr. Villa, having read to us the email he just received redlined ...obviously the Sheriff's counsel has reviewed it on behalf of the Sheriff and sent it to you as their recommendation to move forward.

Mr. Villa Correct.

Mr. Robichaux That is strong.

Mr. Murray I want to make a comment. Mr. Matthews stated that there are two (2) parties to this agreement – the School Board and Council is not a party. The Sheriff is the only party to this agreement. The taxing bodies are not represented in this agreement. Again, I think it is incumbent on us, the Commissioners, to agree with the numbers of the Pilot. It is our duty and obligation for us to make sure that the Pilot that we accept and put in place represent those taxing bodies....expand equity and that the difference between with the ad valorem taxes would have been had they did this project without the Pilot and what the difference is equal to or close to what that number is. I have not seen anything that demonstrates that. There was some reference to the Industrial tax program which is just a ten(10) years program and I welcome looking at those numbers. But I think this number is not right and I think it is our job to make sure that you are voting that you agree that this is a fair number for those taxing bodies...it's part of our job.

Two (2) things that are very near and dear to me on this Commission and that is Expropriation rights the Legislature has given us, and the other is Pilots. It is important that we represent those taxing bodies properly. I am not going to say anything else about it. I made my position and I've stated my case.

Mr. Hickerson Mr. Chairman as the voting body I think we have the right to change the terms.

Mr. Robichaux That is not the Motion that is on table.

Mr. Burks That is not the Motion on the floor...a ruling has to be made.

Mr. Robichaux The Motion we have before us is to accept the Pilot. That is why I thought it was so encouraging and important that through the Sheriff Office Counsel representing back to us that they support this.

I can tell you also that when we pulled this from the Agenda the last time about a week later Jackie Hotard. Parish President of St. John the Baptist Parish wanted to know what was going on. She wants to have the Pilot program and

she supports it. Now we didn't get in to exact numbers...she wants to move it forward.

Mr. Burks We are only looking at the one number the two (2) million versus three (3) million. When I look at the overall impact ...one of the biggest things we are taxed with as a Commission is economic development. That is what we are trying to do in St. John Parish. Why are sitting here disputing over a million dollars with all of the other impacts the project can bring. It was mentioned about training and development. We have to make sure there are jobs, training and development. That is what our mission is ...you can't divide zero. I'm for it and I hear what Mr. Murray is saying but at some point you have to move forward.

Mr. Joseph I understand. I live on the west bank and I want to make sure we get the best deal and bring fair with Greenfield and St. John Parish.

Mr. Burks When was the last time you had a development on the west bank of St. John Parish?

Mr. Joseph I know that.

Mrs. Klibert Mr. Chairman I would like to say this is a deal. We are talking about economic development on the west bank. We can vote on it and start something for those residents. Not only is it a deal...it starts the evolution of the agricultural transportation and infrastructure, and we get to be a part of that. I am good with what in on this table right now because if we let it go any further there is always a chance we may get nothing.

A Substitute Motion was offered by Mrs. Klibert and seconded by Mr. Burks directing and Instructing The Authorized Officers of the Port of South Louisiana to execute a Cooperative Endeavor Agreement and Payment In Lieu of Taxes Agreement with St. John Sheriff Office and Greenfield Louisiana, LLC; and Lease Agreement with Greenfield Louisiana, LLC.

**YEAS** Mrs. Klibert, Mr. Hickerson, Mr. Joseph, Mr. Burks, Miss. Songy, Mr. LeBlanc, Mr. Bazile, Mr. Robichaux

**NAYS** Mr. Murray

**ABSTAIN** None

**ABSENT** None

## **ITEM 5. ADJOURNMENT**

A Motion was offered by Mr. Joseph and seconded by Mr. LeBlanc that the Meeting be adjourned.

**YEAS** Mr. Murray, Mrs. Klibert, Mr. Hickerson,  
Mr. Joseph, Mr. Burks, Miss. Songy, Mr. LeBlanc, Mr. Bazile,  
Mr. Robichaux

**NAYS** None

**ABSTAIN** None

**ABSENT** None

The meeting adjourned at 5:36 p.m.

Stanley C. Bazile  
Secretary

Ryan E. Burks  
Chairman

May 11, 2022