

Pursuant to LRS 42:19A (1)
any matter not on the published agenda
may be taken up by board only upon
unanimous approval of the members
present.

An individual wishing to place a matter on
the agenda shall submit a request to the
Superintendent at least eight (8) days
prior to the meeting date, stating the nature of
the matter and the time required to present it.

(CPSB Policy File: BCBI)

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, July 14, 2020

2020-2021 BUDGET HEARING 4:30 p.m.

Notice Posted: June 26, 2020 4:00 p.m.

NOTICE OF PUBLIC MEETING

A public meeting will be held as follows

DATE: July 14, 2020

TIME: 5:00 p.m.

PLACE OF MEETING: 3310 Broad Street
Lake Charles, LA 70615

1. **Prayer and Pledge of Allegiance**— Damon Hardesty
2. **Roll Call**
3. **Approval of Minutes**
 - A. June 9, 2020
4. **Superintendent's Report**
5. **Executive Session**
 - A. General Liability Claim # CLAS11049A1/Attorney Raymond Jackson
 - B. General Liability Claim #CLAS11649A1/Attorney Kyle Beasley
6. **Take Appropriate Action on Executive Session**
 - A. General Liability Claim #CLAS11049A1
 - B. General Liability Claim #CLAS11649A1
7. **Take Appropriate Action**

- A. Consideration of Industrial Tax Exemption for Etheredge Co., LLC.
- B. Consideration of Industrial Tax Exemption for TDC, LLC.
- C. Resolution to retain Stutes & Lavergne Law Firm as Special Counsel in sales tax litigation with ATCO Structures & Logistics(USA), Inc.
- D. Resolution to retain Stutes & Lavergne Law Firm as Special Counsel in sales tax litigation with Distribution International Southwest, Inc.
- E. Resolution to retain Stutes & Lavergne Law Firm as Special Counsel in sales tax litigation with Guichard Operating Company, LLC.
- F. Resolution to retain Stutes & Lavergne Law Firm as Special Counsel in sales tax litigation with Jeff Patterson, Contractor, LLC.
- G. Resolution to retain Stutes & Lavergne Law Firm as Special Counsel in sales tax litigation with LC Entertainment, LLC.
- H. Resolution authorizing refunding of certain District 24 General Obligation Bonds
- I. Resolution authorizing refunding of certain District 23 General Obligation Bonds
- J. Approval of 2020-2021 Student Code of Conduct
- K. Adoption of 2020-2021 Salary Schedules
- L. Approval of Louisiana Compliance Questionnaire
- M. Adoption of Budgets for 2020-2021 Fiscal Year

8. Bid Reports

- A. Bid 2021-08 REBID/Whole Wheat Biscuits/Food Services Department
- B. Bid 2021-16/Small Wares/Food Services Department
- C. Bid 2021-23/Large Equipment/Food Services Department

9. Correspondence

- A. Change Order Number One (1) for the Project, "Iowa High Visitor Concession Stand," \$50 million allocation funds; Brossett Architect, LLC, Designer; John D. Myers & Associates, Contractor; *Increase* of \$7,150.00.
- B. Change Order Number Three (3) for the Project, "Pearl Watson Elementary Phase 3," District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$3,554.00 and *Increase* of fifteen (15) days.
- C. Change Order Number 1 (1) for the Project, "Nelson Elementary Restroom Renovations," \$50 million allocation funding; Brossett Architect, LLC., Designer; Seth Priola Construction, Contractor; *Increase* of \$5,170.00 and *Increase* of ten (10) calendar days.
- D. Recommendation of Acceptance for the Project, "Re-roofing at Western Heights Elementary School," District 23 Bond Funds
- E. Recommendation of Acceptance for the Project, "Re-roofing at Westwood Elementary School," District 23 Bond Funds
- F. Recommendation of Acceptance for the Project, "Re-roofing at Westlake High School," District 23 Bond Funds
- G. Recommendation of Acceptance for the Project, "Pearl Watson Phase 3, Interior Improvements," District 31 Bond Funds.
- H. Recommendation of Acceptance for the Project, "Ralph Wilson Phase 3 Interior Improvements," District 31 Bond Funds.
- I. Change Order Number Two (2) for the Project, "AC System Upgrades to North Two Story Building/W.W. Lewis Middle School," \$50 million allocation funds; Ellender

Architects, LLC., Designer; Seth Priola Construction, LLC, Contractor; *Increase* of \$28, 130.00 and *Increase* of fifteen (15) days.

J. Change Order Number Four (4) for the Project, "Classroom Pods, Phase 11," Riverboat and \$50 million allocation funds; Champeaux, Evans, Hotard, APAC, Architect; Keiland Construction, LLC., Contractor; *Increase* of \$30,822.00 and *Increase* of three (3) days.

10. Condolences/Recognitions

11. Schedule Committees

12. Adjourn Meeting

DATE, TIME, PLACE OF MEETING

Due to the Covid-19 quarantine guidelines, the Calcasieu Parish School Board meeting was held on June 9, 2020, at 3310 Broad Street, Lake Charles, Louisiana, 70615, as well as using a ZOOM video conference for the public. The public was invited to view the meeting and submit comments on agenda items, with ZOOM instructions posted in the Lake Charles American Press and on the CPSB website.

The meeting was called to order by Dean Roberts, President. The prayer and pledge were led by Russell Castille.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present:

Mack Dellafosse, Eric Tarver, Aaron Natali, John Duhon, Annette Ballard, Russell Castille, Bliss Bujard, Billy Breaux, Alvin Smith, Fred Hardy, Damon Hardesty, Desmond Wallace, and Dean Roberts.

Glenda Gay and Mark Young were absent.

APPROVAL OF MINUTES

On a motion to approve by Mr. Breaux and a second by Mr. Tarver, the Minutes of the CPSB Meeting of May 12, 2020, were approved on a unanimous vote.

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the May, 2020, Head Start Report.

Program Governance

- Policy Council meeting was held on May 18, 2020. The following items were approved:
 - ✓ March 16th Policy Council minutes
 - ✓ May's Director's Report
 - ✓ May's Financial Report
 - ✓ Cost of Living (COLA) and Quality Improvement Head Start grant applications for Calcasieu and Beauregard
 - ✓ Head Start Supplemental Summer 2020 grant application

2. All Board Members will receive the next school population report at the September 8th meeting, reflecting the numbers at the end of the year for 2019-2020 and the first month of the 2020-2021 school year.

3. I would like to report our May, 2020, sales tax numbers for our general fund which show collections at \$1,009,604 or 8.5% below budget for the 11th month of the 2019-2020 school year.

- Collections are \$5,428,305 or 33.2% below collections for the same month last year.
- Collections after eleven months of 2019-2020 are \$17,536,328 or 11.2% below budget and \$22,334,873 or 13.9% below the same period last year.

4. 2020 Graduation information: We held 12 graduations in 5 days, thanks to the whole team and CPSB TV, with many volunteers led by Tony McCardle, CTE Director. We received 350,000 views.

TAKE APPROPRIATE ACTION

Mr. Roberts read the following:

A. Approval of Resolution/LDOE Allow Local School Systems to Make Decisions Regarding Opening of Schools 20-21

RESOLUTION REQUESTING THAT THE LOUISIANA DEPARTMENT OF EDUCATION ALLOW LOCAL SCHOOL SYSTEMS TO MAKE DECISIONS REGARDING OPENING OF SCHOOLS FOR THE 2020-2021 SCHOOL YEAR

WHEREAS, on March 11, 2020, the Governor of the State of Louisiana declared a Public Health Emergency due to the threat posed to public safety by the COVID-19 outbreak; and

WHEREAS, on March 16, 2020, the Governor issued proclamation JBE 2020-30, entitled *Additional Measures for COVID-19 Public Health Emergency*; and

WHEREAS, the purpose of proclamation JBE 2020-30 was to provide, in part, for additional measures to be taken by governmental entities to help combat the spread of COVID-19; and

WHEREAS, pursuant to Proclamation JBE 2020-27 all public schools in the State of Louisiana were mandated to close their facilities to students; and

WHEREAS, the dates of school closures were extended and subsequently in Proclamation 52 JBE 2020 all public schools in the State of Louisiana were ordered to close facilities to students for the duration of the 2019-2020 academic calendar year; and

WHEREAS, in Proclamation 58 JBE 2020 the governor issued a "Phase I" order which revised

and lessened various restrictions of prior Proclamations; and

WHEREAS, on June 1, 2020, Governor Edwards announced that Louisiana is ready to move to Phase II of the White House's reopening strategy on June 5, 2020; and

WHEREAS, the number of Covid-19 reported cases and deaths have varied by not only region, but also by parish; and

WHEREAS, the Louisiana Department of Education has provided interim guidance regarding opening of summer schools, which guidance and efforts are appreciated; and

WHEREAS, local school systems are in a better position than the State Department of Education to determine when and under what circumstances their schools may be opened; and

NOW, THEREFORE, BE IT DULY RESOLVED that the Calcasieu Parish School Board does hereby request the Louisiana Department of Education allow local school systems autonomy in determining the circumstances under which their schools may be opened for the 2020-2021 academic year; and

BE IT FURTHER RESOLVED that the Calcasieu Parish School Board hereby requests the Louisiana Department of Education permit local school systems to determine the capacity at which each of their schools will be allowed to open, up to and including opening schools at the normal capacity of their facilities; and

BE IT FURTHER RESOLVED, that the Calcasieu Parish School Board will provide to the Department of Education the measures which the School Board will take to protect staff, students, parents, and visitors, should it be permitted to determine the circumstances under which it will open schools for the 2020-2021 academic year.

This Resolution adopted and approved at Lake Charles, Louisiana, this 9th day of June, 2020.

On a motion to approve by Mr. Hardesty and a second by Mr. Tarver, the motion carried on a unanimous vote. Mr. Tarver asked that it be on the record that this Resolution be delivered to the CPSB BESE representative, as well as our legislators.

COMMITTEE REPORT

A. Budget Committee/May 26, 2020/Billy Breaux, *Chair*

Mr. Breaux gave the following report:

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, May 26, 2020 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. Both the prayer and pledge were led by Alvin Smith. A quorum was present.

Present: Billy Breaux, Chair, Eric Tarver, Vice Chair, Annette Ballard, Bliss Bujard, Russell Castille, Mack Dellafosse, Damon Hardesty, Fred Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Desmond Wallace

Absent: John Duhon

Other Board Members present: Glenda Gay, Mark Young

Mr. Breaux called the meeting to order.

Mr. Bourne presented Budget Revision #2 for the 2019-2020 General Fund which included revenues and other sources of funds of \$331,513,381, a decrease of \$13,024,786, and expenditures and other uses of funds of \$378,931,184, an increase of \$24,314,810 over revision #1.

Mr. Bourne also presented General Fund budget revision #3 which included revenues and other sources of funds of \$329,192,173, a decrease of \$2,321,208 and expenditures and other uses of funds of \$375,312,317, a decrease of \$3,618,867 over revision #2. General Fund budget revision #3 projects a current deficit of \$46,120,144 resulting in an unassigned fund balance of \$12,245,951, or 3.72% of projected expenditures.

Mr. Bourne highlighted several items that led to the larger deficit and negative fund balance which included an initial deficit, sales tax revenue reductions and salary supplements paid in the fall.

On motion by Mr. Dellafosse, seconded by Mr. Tarver, it was recommended that Budget Revision #2 & #3 to the 2019-2020 General Fund be approved as presented. The motion passed.

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed and the motion carried on a unanimous vote.

Next, the 2019-2020 Special Revenue Budget Revision #1 was presented for approval. Projected revenue and other sources of funds were \$54,970,191, an increase of \$1,920,455 from the original budget. Expenditures and other uses of funds are \$57,324,107 an increase of \$5,004,978, with a projected deficit of \$2,353,916, all in School Food Services. School Food Services is the largest of the Special Revenue Funds with projected revenues and other sources of funds of \$12,620,790, an decrease of \$1,493,946, from the original budget. The Food Services Fund is projecting a deficit of \$2,353,916, leaving a fund balance of \$5,427,827, or 43.01% of projected revenues.

On a motion by Mr. Tarver, seconded by Mr. Hardesty, it was recommended that the 2019-2020 Special Revenue Budget Revision #1 be approved as presented. The motion passed.

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed and the motion carried on a unanimous vote.

Mr. Bourne then presented the first draft of the 2020-2021 Proposed General Fund Budget. Proposed revenues and other sources of funds are \$330,430,697, an increase of \$1,238,524 from the final revision for 2019-2020. Expenditures and other uses of funds are projected at \$349,615,643, a decrease of \$25,262,883 from the final revision of 2019-2020. The proposed budget for 2020-2021 projects an operating deficit of \$19,184,946 leaving a projected unassigned fund balance of negative \$6,934,395 or -2.10% of projected expenditures.

Mr. Bourne stated that the 2020-2021 Proposed General Fund Budget would not be presented for approval until August due to measures being taken to correct the deficit. The proposed budget was presented as information only at this time.

Mr. Bruchhaus then presented the Staff recommendation for the school reconfiguration of John F. Kennedy and T. H. Watkins. The proposal reconfigures Kennedy Elementary into an Early Learning Center serving Head start and Pre-Kindergarten students. The proposal projects that all K-5th graders zoned for Kennedy and Watkins Elementary Schools for the 2020-2021 school year will attend T. H. Watkins Elementary. If approved by CPSB, additional information will follow soon after the meeting to all stakeholders with specific timelines, open house opportunities, and scheduling information.

Mr. Desmond Wallace, Board Member then presented his proposal for re-zoning in lieu of reconfiguration of John F. Kennedy and T. H. Watkins.

A motion was made by Mr. Dellafosse and seconded by Mr. Hardesty to approve staff's recommendation for the reconfiguration of John F. Kennedy and T. H. Watkins.

A substitute motion was made by Mr. Wallace and seconded by Mrs. Gay to send the three re-zoning options back to staff for additional information and present at the next board meeting.

BLUE CARDS:

Ellaweena Woods
Paul Geary
Hilda Wiley
Germica Reed
Charlitta Thibodeaux
Tareze Sandifer
Wilbert Malbroux
Lois Malvo
Greg Perkins

Email submitted:
Elizabeth Holder

A vote was taken on the substitute motion for the three-re-zoning options study on a roll call. YEAS: 4; Mr. Hardy, Mr. Wallace, Mrs. Gay and Mr. Young. NAYS: 10; Mr. Breaux, Mr. Tarver, Mrs. Ballard, Mr. Bujard, Mr. Castille, Mr. Dellafosse, Mr. Hardesty, Mr. Natali, Mr. Roberts and Mr. Smith. ABSENT: 1, Mr. Duhon. The motion failed.

Then a vote was taken on the original motion of approving staff's recommendation for the reconfiguration of John F. Kennedy and T. H. Watkins. On a roll call vote YEAS:11; Mr. Breaux, Mr. Tarver, Mrs. Ballard, Mr. Bujard, Mr. Castille, Mr. Dellafosse, Mr. Hardesty, Mr. Natali, Mr. Roberts, Mr. Smith and Mr. Young. NAYS: 3; Mr. Hardy, Mr. Wallace and Mrs. Gay. ABSENT: 1, Mr. Duhon. The motion passed.

A break was called at 7:45 p.m. and the committee meeting resumed at 8:00 p.m.

At the Board Meeting:

Blue cards submitted to address the Board:

Ellaweena Woods
Paul Geary
Charlitta Thibodeaux
Hilda Wiley

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed.

Mr. Hardy offered a substitute motion to change the sites to Kennedy Elementary housing the K-5 grades and T.H. Watkins

Elementary the pre-kindergarten classes. Mr. Wallace seconded the motion. On a roll call vote, the motion failed on a 10 to 3 count.

Yes: Mr. Hardy, Mr. Wallace, Mr. Natali

No: Mrs. Ballard, Mr. Breaux, Mr. Bujard, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mr. Hardesty, Mr. Roberts, Mr. Smith, Mr. Tarver

On the original motion to accept the committee recommendation, the motion carried 11 to 2 on a roll call vote.

Yes: Mrs. Ballard, Mr. Breaux, Mr. Bujard, Mr. Natali, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mr. Hardesty, Mr. Roberts, Mr. Smith, Mr. Tarver

No: Mr. Hardy, Mr. Wallace

On a motion by Mr. Dellafosse and seconded by Mr. Natali, supplemental proposals provided by Mr. Hardy, Board Member were added to the agenda as item 4.B. for Combre-Fondel & J. D. Clifton proposals. The vote was unanimous to add agenda item 4.B.

Mr. Bruchhaus then presented the next item, the Staff recommendation for school reconfiguration of Combre-Fondel & J.D. Clifton. The proposal reconfigures Combre-Elementary into an Early Learning Center serving Head start and Pre-Kindergarten students. The proposal projects that all K-5th graders zoned for Combre-Fondel and Clifton Elementary Schools for CPSB, additional information will follow soon after the meeting to all stakeholders with specific timelines, open house opportunities, and scheduling information.

A motion was made by Mr. Dellafosse and seconded by Mr. Hardesty to approve staff's recommendation for the reconfiguration of Combre-Fondel & J. D. Clifton.

Mr. Hardy made a substitute motion to the original motion and seconded by Mrs. Gay to adopt one or more of his six proposals for the reconfiguration of Combre-Fondel & J. D. Clifton.

Mr. Hardy presented his proposals for Combre-Fondel & J. D. Clifton reconfiguration.
BLUE CARDS:

Harold Winey
Ann Ragsdale
Mike Smith
Gayle Sledge

Mr. Natali left the meeting at 8:27 p.m.

After discussion Mr. Hardy changed his substitute motion and seconded by Mrs. Gay to accept his proposal #3. On a roll call vote- YEAS: 2; Mr. Hardy and Mrs. Gay. NAYS: 11; Mr. Breaux, Mr. Tarver, Mrs. Ballard, Mr. Bujard, Mr. Castille, Mr. Dellafosse, Mr. Hardesty, Mr. Roberts, Mr. Smith, Mr. Wallace and Mr. Young. ABSENT: 2, Mr. Duhon and Mr. Natali. The substitute motion failed.

Mr. Dellafosse then made a motion to amend the original motion, to add that after the reconfiguration has been completed at Combrel-Fondel and J.D. Clifton, that the staff and students at the reconfigured J.D. Clifton be moved to the Combrel-Fondel facility, and the reconfigured Combrel-Fondel staff and students be moved to the J.D. Clifton facility. Staffing is to remain as chosen by the superintendent and his administrators. Mr. Roberts seconded, and the motion passed unanimously.

Then the vote was taken on the amended original motion for the reconfiguration of Combrel-Fondel and J. D. Clifton. The motion passed unanimously.

At the Board Meeting:

Blue cards submitted to address the Board:

Gail Sledge

Lois Malvo

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed.

Mr. Hardy offered a substitute motion that of the two campus sites, Combrel-Fondel be the K-5 site and that Clifton be the 3-year-old and Head Start site. Mr. Wallace seconded the motion. The substitute motion failed on an 11 to 2 vote.

On the original motion to accept the committee recommendation, the motion carried unanimously.

Next, Mr. Bourne presented a current update on the status of POD Project #11. Five pods are in progress, one is near completion. Three should be finished by the summer. This was for information only and did not require a motion for action.

The next item on the agenda was employee count data. This information is reported periodically to the board or when requested. The current number of active employees as of May 18, 2020

was 4,950. This active number of employees fluctuates from day to day. This was for information only and did not require a motion for action.

Mr. Bourne provided a report of Calcasieu Parish School Board state and federal grant funded personnel. The report shows the salary paid from grant funds to each listed employee. This was given for informational purposes only and did not require a motion.

Mrs. Skylar Fontenot next presented the renewal information for Property & Casualty Insurance.

On motion by Mr. Dellafosse, seconded by Mr. Castille, it was recommended to approve the Property & Casualty Renewal with Lloyds of London, for 2020-2021. The motion passed.

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed and the motion carried on a unanimous vote.

Mr. Dellafosse then made a motion, seconded by Mr. Castille, to grant authority to the Superintendent to waive the uninsured/underinsured motorist coverage for 2020-2021. The motion passed.

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed and the motion carried on a unanimous vote.

Next, Mrs. Skylar Fontenot presented renewal information for Student/Athletic Accident Catastrophic/Extended Day Insurance.

On motion by Mr. Dellafosse, seconded by Mr. Breaux, it was recommended to approve the Student/Athletic Accident Catastrophic/Extended Day Insurance with Regions Insurance, Inc., for 2020-2021. The motion passed.

On behalf of the committee, Mr. Breaux offered a motion to accept the recommendation. A second was not needed and the motion carried on a unanimous vote.

There being no further business to discuss, on motion by Mr. Hardesty and seconded by Mr. Tarver, the committee adjourned the meeting at 9:02 p.m.

Wilfred Bourne
Secretary

PERMISSION TO ADVERTISE

Mr. Roberts read the following:

A. Phase 2/Improvements to R.D. Molo Middle School/District 31 Bond Funds

On a motion to approve by Mr. Dellafosse and a second by Mr. Hardesty, the motion carried on a unanimous vote.

BID REPORTS

Mr. Roberts read the following:

A. Bid #2020-14PC/A.A. Nelson Elementary Restroom Renovations/\$50 million allocation

The Committee to receive bids met on the date herein indicated and reviewed bids on the following project.

DESCRIPTION:	<u>A.A.Nelson Elementary Restroom Renovations</u>
FUNDS:	<u>2017 All Districts Capital Projects Fund</u>
BID NUMBER:	<u>2020-14PC</u>
DESIGNER:	<u>Brossett Architect, LLC</u>

CONTRACTOR	
Gunter Construction, Inc	\$ 231,300.00
John D. Myers & Associates, Inc.	No Bid
K&J Development of SWLA, LLC	\$ 237,000.00
Kraus Construction, Inc	\$ 226,000.00
Pat Williams Construction, LLC	\$ 236,000.00
Perc Development, LLC	\$ 236,000.00
Sam Istre Construction, Inc.	\$ 273,000.00
Seth Priola Construction, LLC	\$ 225,700.00
Shannon Smith Construction, LLC	\$ 244,300.00
Skeeter Properties & Contractors LLC	\$ 339,000.00
Central Auction House	No Bid

The Committee recommends award of the contract to:

Seth Priola Construction LLC

BASE BID IN THE AMOUNT OF: \$ 225,700.00
Two Hundred Twenty Five Thousand, Seven Hundred Dollars
and no/100
as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

B. Bid#2020-15PC/Re-roofing S.P. Arnett Middle/District 23 Bond Funds**BID NUMBER:** 2020-15PC**DESIGNER:** King Architect, Inc.

CONTRACTOR	BASE BID	ALT. #1	Total
Morcore Roofing	\$ 1,310,000.00	\$ 45,000.00	\$ 1,355,000.00
Daughdrill Roofing	\$ 1,287,927.00	\$ 44,325.00	\$ 1,329,252.00
Chatman Construction LLC	No Bid		
Ferguson Roofing	No Bid		
Industrial Roofing & Construction	No Bid		
Rycar Construction	\$ 1,629,550.00	\$ 21,835.00	\$ 1,651,385.00
Roofing Solutions	\$ 1,728,600.00	\$ 15,100.00	\$ 1,743,700.00
All South Subcontractors	No Bid		

The Committee recommends award of the contract to:

Daughdrill Roofing

BASE BID AND ALTERNATE 1 & 2 IN THE AMOUNT OF:

\$ 1,329,252.00

One Million Three Hundred Twenty -Nine Thousand Two Hundred Fifty- Two Dollars and No/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATES:

Alt #1 Cap all drains , slope roof to perimeter and install gutters and downspouts

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

C. Bid #2020-15PC/DeQuincy High School/Weight Training Classroom/\$50 million allocation**BID NUMBER:** 2020-15PC**DESIGNER:** Duhon & Pleasant Civil and Structural Engineers

CONTRACTOR	BASE BID
K & J Development	\$449,000.00
Perc	\$511,900.00
John D Myers & Associates	\$509,700.00
Pat Williams Construction	\$503,000.00
Seth Priola Construction	\$499,000.00
Gunter Construction Inc.	\$497,000.00

Shannon Smith Construction LLC

\$463,000.00

Central Auction House

No Bid

The Committee recommends award of the contract to:

K & J Development of SWLA, LLC

(Base Bid) in the amount of: \$449,000.00

Four Hundred Forty Nine thousand and No/100
as the lowest qualified bidder meeting
specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

D. Bid 2020-25 – Face Masks/CARES ACT

BID 2020-25 – FACE MASKS was opened on June 9, 2020 @ 10:00 A.M.

BIDS WERE RECEIVED FROM 64 VENDORS RANGING IN PRICE FROM \$0.54 TO \$8.00

THE STAFF RECOMMENDS AWARDING TO CHESTNUT IDENTITY APPAREL AT \$0.69/EA BASED ON PRICING AND QUALITY.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

E. Bid 2021—2 – Magazines for CPSB Libraries/General Funds

BID 2021-02 – MAGAZINES was opened on May 21, 2020 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

DISCOUNT MAGAZINES
EBSCO
POPULAR SUBSCRIPTIONS SVC
SUBSCRIPTION SVC OF AMERICA
WT COX SUBSCRIPTIONS

BID RESULTS AS FOLLOWS:

DISCOUNT MAGAZINES	\$11,217.60
MAGAZINE SUBSCRIPTIONS PTP	\$12,041.79
POPULAR SUBSCRIPTIONS SVC	\$12,759.98
WT COX SUBSCRIPTIONS	\$13,787.36

THE STAFF RECOMMENDS AWARDING DISCOUNT MAGAZINES AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

F. Bid 2021-08 – Food and Supplies/Food Services Department

BID 2021-08 FOOD & SUPPLIES was opened on April 28, 2020 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

AMBROSIA FOODS
DAXWELL
DIAMOND FOODS
ECONOMICAL JANITORIAL
LACASSAGNES
LAMM FOOD SERVICE
NATIONAL FOOD GROUP
NARDONE BROS
PON FOODS
SCHREIBNER FOODS
SCHWANS
SUPREME RICE
WILLIAM GEORGE

BID RESULTS AS FOLLOWS:

BIMBO BAKERIES	\$ 101,510.00
CEBEV	\$ 267,480.00
DAXWELL	\$ 22,267.50
DIAMOND FOODS	\$ 753,177.63
ECONOMICAL	\$ 136,032.27
LACASSAGNE	\$ 93,268.35
LAMM FOOD	\$ 540,505.00
NATIONAL FOOD	\$ 940.00
PON FOODS	\$1,299,447.79
SCHREIBER FOODS	\$ 38,586.12
SUPREME RICE	\$ 16,400.00
WILLIAM GEORGE	\$ 337,958.28
TOTALS	\$3,607,572.94

THE STAFF RECOMMENDS AWARDING AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

G. RFP 2021-18- Milk Products/Food Services Department

RFP 2021-18 – MILK PRODUCTS was opened on April 28, 2020 @ 2:00 P.M.

BIDS WERE SENT TO THE FOLLOWING:

BORDEN DAIRY
KLEINPETER
OAK FARMS DAIRY

THE STAFF, AT THE DIRECTION OF THE FOOD SERVICE DIRECTOR, RECOMMENDS AWARDDING TO OAK FARMS DAIRY IN THE ESTIMATED VALUE OF \$908,790.00 BASED ON RFP SCORING CRITERIA.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

F. RFP 2021-19- Fresh Produce/Food Services Department

RFP 2021-19 – FRESH PRODUCE was opened on April 28, 2020 @ 2:30 P.M.

BIDS WERE SENT TO THE FOLLOWING:

CAPITOL CITY PRODUCE
KEVIN GUIDRY PRODUCE
WILLIAM GEORGE

THE STAFF, AT THE DIRECTION OF THE FOOD SERVICE DIRECTOR, RECOMMENDS AWARDDING TO CAPITOL CITY PRODUCE BASED ON RFP SCORING CRITERIA.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote.

CORRESPONDENCE

Mr. Roberts read the following:

A. Change Order Number Three (3) for the Project, “Phase 2, Two-story classroom wing, restroom renovations, hydronic piping/Washington-Marion High School”, District 31 Bond Funds; Ellender Architects & Associates, LLC., Architect; Pat Williams Construction, LLC., Contractor; *Increase* of \$6,016.00.

On a motion to approve by Mr. Hardesty and a second by Mr. Tarver, the motion carried on a unanimous vote.

B. Change Order Number Seven (7) for the Project, “Sam Houston High School New Gymnasium and Band Building”; Sales Tax District 3; Champeaux, Evans, Hotard, APAC, Architect; Pat Williams Construction, LLC., Contractor; *Increase* of \$17,461.00 and *Increase* of thirty- nine (39) days.

On a motion to approve by Mr. Hardesty and a second by Mr. Tarver, the motion carried on a unanimous vote.

C. Change Order Number Two (2) for the Project, “Covered Pavilions and Restrooms, R.W. Vincent Elementary and Alonzo LeBlanc Middle School”; \$50 million allocation; Ellender Architects & Associates, LLC., Designer; K&J Development, LLC., Contractor; *Increase* of \$13,956.25.

On a motion to approve by Mr. Hardesty and a second by Mr. Tarver, the motion carried on a unanimous vote.

D. Change Order Number One (1) for the Project, “A/C Systems Upgrades to North two-story building at W.W. Lewis Middle School”; \$50 million allocation; Ellender Architects, LLC., Designer; Seth Priola Construction, LLC., Contractor; *Increase* of sixty (60) days.

On a motion to approve by Mr. Hardesty and a second by Mr. Tarver, the motion carried on a unanimous vote.

E. Change Order Number Three (3) for the Project, “Classroom Pods, Pod Project 11”; Riverboat and \$50 million allocation; Champeaux, Evans, Hotard, APAC, Architect; Keiland Construction, LLC., Contractor; *Increase* of \$141,637.00; *Increase* of twenty (20) days.

On a motion to approve by Mr. Hardesty and a second by Mr. Tarver, the motion carried on a unanimous vote.

CONDOLENCES/RECOGNITIONS

Mr. Castille asked for a letter of condolence to the family of Mrs. Barbara Cormier. Mr. Hardesty, Mr. Hardy, and Mr. Castille asked for a letter of condolence to the family of Mrs. Mary Helen Whiteard.

Mr. Breaux asked that we remember Mrs. Gay during the illness of her husband and asked for a letter to Mrs. Julie Breaux on her retirement as a 30 year teacher with CPSB.

Mr. Hardy asked for a letter of condolence to Brian Fontenot at the loss of his wife, Karen.

Mr. Dellafosse and Mr. Wallace asked for a letter of condolence to the family of Mr. John Frank.

ADJOURN MEETING

On a motion to adjourn by Mr. Hardy and a second by Mr. Natali, the meeting was adjourned at 6:33 p.m. on a unanimous vote.

Dean Roberts, President

Karl Bruchhaus, Secretary

**Calcasieu Parish Industrial Tax Exemption Program
Return on Investment Evaluation**

Etheredge Electric Co., LLC

Company Investment

Annual Payroll	\$	197,760
Capital Expenditure (CapEx)	\$	433,276

Exemption Requested

Property Taxes years 1-5	80%
Property Taxes years 6-10	80%

Local Revenue Forgone

	Total-all Jurisdictions	CPSB portion
Property Taxes years 1-5	\$ 21,808	\$ 7,078
Property Taxes years 6-10	\$ 10,044	\$ 3,260
Total Estimated 10 year Exemption	\$ 31,853	\$ 10,338

Revenue Generated over 20 years

	Total-all Jurisdictions	CPSB portion
Property Taxes generated over 10 yrs	\$ 7,963	\$ 2,584
Property Taxes generated over 20 yrs	\$ 23,917	\$ 7,762
Sales Taxes generated from CapEx	\$ 24,913	\$ 10,832

Factors

Direct Jobs - 4	(Annual P/R)	\$	197,760	\$ 3,955,200	-over 20 yrs
Indirect Jobs -		\$	-		
Construction Jobs -		\$	-		

General Considerations

Benefits

Direct & Indirect Job Creation
Annual Payroll
Sales Taxes generated from construction
Construction Jobs
Property Taxes collected during & after ITEP exemption period
Economic stimulus to area economy

Costs

Foregone revenue from exempted property tax

Company Name: Etheredge Electric Co., LLC 5129 Hwy 397, Iowa LA 70647
 \$433,276

Sales Taxes					Sales Taxable %	
2.50%	0.75%	2.50%	5.75%			
Parish	Law Enforcement	Schools	Total			
\$ 10,831.90	\$ 3,249.57	\$ 10,831.90	\$ 24,913.37			
		-				

\$ 10,831.90	\$ 3,249.57	\$ 10,831.90	\$ 24,913.37
--------------	-------------	--------------	--------------

CALCASIEU PARISH

ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10

Project Name: **Equipment Expenditure for LC Expansion** Company Name: **Etheredge Electric Co., LLC** DATED: **3/6/2019**
Investment Amount: **\$433,276**
Ward: **Ward 2**
Location: **5129 Hwy 397, Iowa LA 70647**

10 Yr Depreciation Rate ¹			0.91	0.86	0.81	0.73	0.62	0.53	0.43	0.33	0.27	0.25		
Depreciated Value			394,281	372,617	350,954	316,291	268,631	229,636	186,309	142,981	116,985	108,319		
100% Assessed Value			59,142	55,893	52,643	47,444	40,295	34,445	27,946	21,447	17,548	16,248		
80% Assessed Value		0.8	47,314	44,714	42,114	37,955	32,236	27,556	22,357	17,158	14,038	12,998		
Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 EXEMPT AMOUNT	YEAR 2 EXEMPT AMOUNT	YEAR 3 EXEMPT AMOUNT	YEAR 4 EXEMPT AMOUNT	YEAR 5 EXEMPT AMOUNT	YEAR 6 EXEMPT AMOUNT	YEAR 7 EXEMPT AMOUNT	YEAR 8 EXEMPT AMOUNT	YEAR 9 EXEMPT AMOUNT	YEAR 10 EXEMPT AMOUNT	YRS 1-10 EXEMPTION AMOUNT	
	Assessor	1.27	0.00127	\$60	\$57	\$53	\$48	\$41	\$35	\$28	\$22	\$18	\$17	\$379
	Sheriff	9.85	0.00985	\$466	\$440	\$415	\$374	\$318	\$271	\$220	\$169	\$138	\$128	\$2,940
	School Board ⁴	17.23	0.01723	\$815	\$770	\$726	\$654	\$555	\$475	\$385	\$296	\$242	\$224	\$5,142
	School Board ^{4A}	17.41	0.01741	\$824	\$778	\$733	\$661	\$561	\$480	\$389	\$299	\$244	\$226	\$5,196
	Parish Government ⁵	28.94	0.02894	\$1,369	\$1,294	\$1,219	\$1,098	\$933	\$797	\$647	\$497	\$406	\$376	\$8,637
	Special Districts ⁶	32.03	0.03203	\$1,515	\$1,432	\$1,349	\$1,216	\$1,033	\$883	\$716	\$550	\$450	\$416	\$9,559
	Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL	106.73	0.10673	\$5,050	\$4,772	\$4,495	\$4,051	\$3,441	\$2,941	\$2,386	\$1,831	\$1,498	\$1,387	\$31,853
	Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 COLLECTED AMOUNT	YEAR 2 COLLECTED AMOUNT	YEAR 3 COLLECTED AMOUNT	YEAR 4 COLLECTED AMOUNT	YEAR 5 COLLECTED AMOUNT	YEAR 6 COLLECTED AMOUNT	YEAR 7 COLLECTED AMOUNT	YEAR 8 COLLECTED AMOUNT	YEAR 9 COLLECTED AMOUNT	YEAR 10 COLLECTED AMOUNT	YRS 1-10 COLLECTED AMOUNT
Assessor	1.27	0.00127	\$15	\$14	\$13	\$12	\$10	\$9	\$7	\$5	\$4	\$4	\$95	
Sheriff	9.85	0.00985	\$117	\$110	\$104	\$93	\$79	\$68	\$55	\$42	\$35	\$32	\$735	
School Board ⁴	17.23	0.01723	\$204	\$193	\$181	\$163	\$139	\$119	\$96	\$74	\$60	\$56	\$1,286	
School Board ^{4A}	17.41	0.01741	\$206	\$195	\$183	\$165	\$140	\$120	\$97	\$75	\$61	\$57	\$1,299	
Parish Government ⁵	28.94	0.02894	\$342	\$324	\$305	\$275	\$233	\$199	\$162	\$124	\$102	\$94	\$2,159	
Special Districts ⁶	32.03	0.03203	\$379	\$358	\$337	\$304	\$258	\$221	\$179	\$137	\$112	\$104	\$2,390	
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	106.73	0.10673	\$1,262	\$1,193	\$1,124	\$1,013	\$860	\$735	\$597	\$458	\$375	\$347	\$7,963	

SOURCE: Calcasieu Parish Assessor's Office

NOTES:

- Depreciation is based upon the current 2020 Table 2503.D provided by the Louisiana Tax Commission.
 - Used known millage rates as of the date above and subject to change in the future.
 - Land and inventory are excluded from exemption under ITEP.
 - School Board millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD SPECIAL MILLAGE NAMES]
 - Parish Government millage rate total includes the adopted millage rate for [LIST AFFECTED PARISH GOV'T MILLAGE NAMES]
 - Special districts millage rate total includes the adopted millage rate for [LIST SPECIAL DISTRICT NAME(S)]
 - Municipality millage rate total includes the adopted millage rate for [LIST MUNICIPALITY DISTRICT NAME(S)]
- ADVANCE RECEIVED DATE:
APPLICATION RECEIVED DATE:
APPLICATION BOARD APPROVAL DATE:
ESTIMATED PROJECT START DATE:
AFFID OF FINAL COST DATE:
CONTRACT EFFECTIVE DATE:
CONTRACT EXPIRATION DATE:
RENEWAL BOARD APPROVAL DATE:
RENEWAL EFFECTIVE DATE:
RENEWAL EXPIRATION DATE:
PCR START DATE:
PCR END DATE:
LEGISLATION RULE:

[illegible]

NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development ("Department") of the following action by **Calcasieu Parish School Board** pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

___XX___ Industrial Tax Exemption Application #20190082-ITE has been placed on the agenda for a public meeting of **Etheredge Electric Co**, notice of which is attached hereto, thus hereby requesting an additional 30 days to take action on the Application.

_____ **[INSERT ENTITY NAME]** has conducted a public meeting on Industrial Tax Exemption Application #20190082-ITE and voted to **APPROVE** the Application.

_____ **[INSERT ENTITY NAME]** has conducted a public meeting on Industrial Tax Exemption Application #20190082-ITE and voted to **DENY** the Application.

NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS

Recommended methods of sending notice:

1. Via email to ITEP@la.gov
2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
3. Via overnight delivery with tracking to:

Louisiana Economic Development
c/o Kristin Cheng
617 N. 3rd St.
11th Floor
Baton Rouge, LA 70802

June 29, 2020

Superintendent Karl Bruchhaus
Attn: Mr. Wilfred Bourne, CFO
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615

RE: Etheredge Electric Co, LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20190082-ITE – \$433,276.00

Dear Superintendent Bruchhaus:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Etheredge Electric Co, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, June 24, 2020. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
Kristin.Cheng@la.gov

c: Assessor, Calcasieu Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20190082-ITE

Date Received: 3/6/2020

PROJECT INFORMATION

Company: Etheredge Electric Co, LLC
Project Name: Equipment Expenditures for Lake Charles Expansion
Project Location: 5129 Highway 397 , Iowa, LA, 70647
Parish: Calcasieu
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Our company re-manufactures electric motors for the industrial sector. We repair or rebuild both AC and DC motors, as well as synchronous motors. Our AC rebuilds/repairs range up to 10,000 HP, while our DC rebuilds/repairs range up to 4,000 HP. We provide detail failure analysis reports to our customers to determine the best course of action for their rebuild. In addition, we also repair pumps and gearboxes.

Manufacturing Process/Activities: Our process begins with tearing down a motor to determine the cause of failure. From there, we determine if minor repairs are needed or entire rebuilds. The re-manufacturing process may require tearing a motor down to a phase of having no assembled parts and then building back with new parts purchased from third party vendors, occasionally requiring minor fabrication on our end. We wind, assemble, paint and test all motors in accordance with specifications required by our customers which typically exceed manufacturers' specifications.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☐ Yes ☒ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 335312
Project Type: Start-Up/New
Project Start Date (beginning of construction and/or installation): 3/6/2019
Project End Date (ending of construction and/or installation): 12/31/2019
Anticipated date for the commencement of operations of this project: 11/1/2019
Project Description:

In March 2019 we leased a facility to open a new motor shop in the Lake Charles (Iowa) area. We began purchasing equipment to operate shortly thereafter. To date, we have purchased and installed a crane system, forklift, air compressor, an easy balance package with accelerometers, a balance stand, Vibxper II, Rotalign Touch, welding equipment and various other small tools. We are still in the process of purchasing some smaller items, but became fully operational in late 2019. This is the first phase of a 2-year project.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☒ Yes ☐ No

Calendar Years: 2019

ESTIMATED INVESTMENTS

Building & Materials:	\$0.00
Machinery & Equipment:	\$433,276.00
Labor & Engineering:	\$0.00
Estimated Total Investment Amount:	\$433,276.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$433,276.00

ESTIMATED JOBS

Existing Jobs at Project Site:	0	
Existing Jobs Statewide:	63	
Will this project create new jobs?		☒ Yes ☐ No
New Direct Jobs:	4	
Contract Jobs:		
Will new jobs be created in phases?	No	
Explain:		
Construction Jobs:	0	
Total Estimated Jobs:	4	
New Jobs for this phase:	0	

If no new jobs are being created with this project, will existing jobs be retained? ☐ Yes ☒ No

If yes, provide a compelling reason(s) for retention:

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$0.00
Existing Jobs Statewide Payroll:	\$5,377,627.00
New Direcy Jobs Payroll:	\$395,520.00
Contract Jobs Payroll:	\$0.00
Construction Jobs Payroll:	\$0.00
Total Estimated Payroll:	\$395,520.00
New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1067

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 0.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC?

☒ Yes ☐ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

DENNIS M. ETHEREDGE

ESTIMATED BENEFIT

Investment Amount:	\$433,276.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1067
=Annual Exemption	\$6,936.53
Annual Exemption * 5 years at 80%	\$27,746.13
+ Annual Exemption * 5 years at 80%	\$27,746.13

=Estimated Ten Year Property Tax Exemption

\$55,492.26

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$55,492.26
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$500.00
Amount Paid:	\$500.00
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage Rate	ETHEREDGE ELECTRIC CO, LLC.pdf	3/6/2020
Notarized Affidavit	Signed Contract Affidavit.pdf	3/6/2020
Baseline Calculation Worksheet	Signed Baseline Employment Worksheet.pdf	3/6/2020
Other	1st Quarter 2019 SUTA.pdf	3/6/2020
Other	4th Quarter 2018 SUTA.pdf	3/6/2020
Breakdown of Purchases	ITEBreakdownofPurchases (4).xlsx	4/9/2020

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$500.00	3/6/2020	E9VX58WK4Y	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Company Name	Mailing Address	Contact Type
Olivia	Maness	Etheredge Electric Co, LLC	6719 Woolworth RD , Shreveport, LA, 71129	Business Signatory

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Olivia

Last Name: Maness

Email Address: omaness@eecmotor.com

CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Olivia Maness**

, approve the above information.



CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20190082)

RECEIVED

JUN 18 2020

BUSINESS INCENTIVES

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

ETHEREDGE ELECTRIC COMPANY, L.L.C.

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made between:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

ETHEREDGE ELECTRIC COMPANY, L.L.C. ("Company"), a Louisiana limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company is outfitting a new Manufacturing Establishment located in Calcasieu Parish for a new motor shop (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Calcasieu Parish; and

WHEREAS, the Company anticipates that the Project will be constructed in Phases spanning one or more years prior to the Company's commencement of Operation; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax,

other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means ETHEREDGE ELECTRIC COMPANY, L.L.C., a Louisiana limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project, which may occur in and is inclusive of Phases.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project, including each Phase of the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period(s)" means, for each Phase of the Project, the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), with each Exemption Period beginning on January 1 of the first Project Year after which each Phase becomes Operational or completes construction. The Exemption Period for any Phase of the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;

- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to Calcasieu Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Phase" means that portion of the Project that becomes Operational or completes construction for which Capital Expenditures are made and, in the following Project Year, becomes subject to the Exemption provided by an Exemption Contract to which this Agreement is attached as Exhibit A.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals, which may occur in Phases.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

"Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

"Rule(s)" mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

"Secretary" means the Secretary of the Louisiana Department of Economic Development.

"State" means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV OBLIGATIONS

Section 4.01 LED Obligations

- (A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.
- (B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.
- (C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years for each Phase and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years for each Phase with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

- (A) Commencement of Operation. The Company has proceeded with establishing the Manufacturing Establishment and commenced Operation by November 1, 2019, as described in the ITEP application form filed or to be filed for this Project. During the construction period, which Company anticipates will span multiple years, Company projects that it will expend approximately \$433,276.00 in Capital Expenditures and that the Project will create 4 Jobs, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).
- (B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2020	4	\$197,760
2021	4	\$197,760
2022	4	\$197,760
2023	4	\$197,760
2024	4	\$197,760
2025	4	\$197,760
2026	4	\$197,760
2027	4	\$197,760
2028	4	\$197,760
2029	4	\$197,760
2030	4	\$197,760

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all

obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of any Exemption Contract shall constitute a Company Default with a corresponding remedy:

- (1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules.
- (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;
- (3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;
- (4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract(s) under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract(s) shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

ARTICLE VII REPORTS; AUDIT

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

ARTICLE VIII TERM

The Term of this agreement shall extend from the Effective Date until the end of the last Exemption Period for the Project.

ARTICLE IX MISCELLANEOUS

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

To Etheredge Electric Company, L.L.C.:
Olivia Maness
6719 Woolworth Rd.
Shreveport, LA 71129
318-688-5351
omaness@eecmotor.com

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

(1) Becky A Valeros
Signature

BECKY A VALEROS
Printed Name

(2) Amie Dennis
Signature

Amie Dennis
Printed Name

ETHEREDGE ELECTRIC COMPANY, L.L.C.

By: Olivia Maness
Signature

Olivia Maness
Printed Name

Title: CEO

Date: 6/10/20

WITNESSES:

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

(1) Frank Favalvo
Signature

Frank Favalvo
Printed Name

(2) Kristin Cheng
Signature

Kristin Cheng
Printed Name

By: [Signature]
Don Pierson, Secretary or Anne Villa,
Undersecretary

Date: 6/22/20

LED CONTRACT MONITOR

Hand Usic
Signature

Hand Usic
Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

RESOLUTION OF MEMBERS
OF
ETHEREDGE ELECTRIC COMPANY, LLC

At a special meeting of the Members of Etheredge Electric Company, LLC held at the domicile of the limited liability company in Shreveport, Louisiana on December 5, 2019 due notice having been given and all Members being present, the following resolution was moved, seconded and unanimously adopted:

RESOLVED, that Olivia Maness, Chief Financial Officer, is hereby authorized to sign any and all contracts and/or agreements entered into with the Louisiana Department of Economic Development ("LED"), and to take all action necessary to execute the contracts and/or agreements on behalf of this limited liability company.

The foregoing resolution has been entered into the records of this limited liability company, has not been rescinded or modified, and remains in full force and effect on this date. Dated this 5th day of December 2019.

ATTEST:



Mike Etheredge, Member/CEO

EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ **Reporting Period:** _____

Company Name: _____

Project Physical Address: _____

1. Operation of the assets related to this project/phase:

☐ Commenced, as of date _____ and continues to date.

☐ Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

2. Capital Expenditures made as of _____: Amount _____
(Date)

3. Required Annual Jobs: _____

4. Required Annual Payroll: _____

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?
Yes ☐ No ☐

6. Are any Jobs at the Manufacturing Establishment attributable to:

a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor?
Yes ☐ No ☐

b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets?
Yes ☐ No ☐

c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State?
Yes ☐ No ☐

If the answer to 6.c. is "No", please explain: _____

7. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:

- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
- A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
- Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

CONTACT TYPE (circle one):

Business ☐ Consultant ☐ Other ☐

Contact Person:

Name: _____

Title: _____

Mailing Address: _____

Mailing Address 2: _____

Phone Number (Include extension): _____

Email Address: _____

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

Original Signature

Printed Name & Title

Date

**Calcasieu Parish Industrial Tax Exemption Program
Return on Investment Evaluation**

TDC LLC

Company Investment

Annual Payroll	\$	438,559
Capital Expenditure (CapEx)	\$	20,000,000

Exemption Requested

Property Taxes years 1-5	80%
Property Taxes years 6-10	80%

Local Revenue Forgone

	Total-all Jurisdictions	CPSB portion
Property Taxes years 1-5	\$ 1,086,204	\$ 240,090
Property Taxes years 6-10	\$ 900,924	\$ 199,137
Total Estimated 10 year Exemption	\$ 1,987,128	\$ 439,227

Revenue Generated over 20 years

	Total-all Jurisdictions	CPSB portion
Property Taxes generated over 10 yrs	\$ 496,782	\$ 109,807
Property Taxes generated over 20 yrs	\$ 1,866,117	\$ 412,480
Sales Taxes generated from CapEx	\$ 495,420	\$ 215,400

Factors

Direct Jobs - 4	(Annual P/R)	\$ 438,559	\$ 8,771,180 -over 20 yrs
Indirect Jobs -		\$ -	
Construction Jobs - 86		\$ 8,763,467	

General Considerations

Benefits

Direct & Indirect Job Creation
Annual Payroll
Sales Taxes generated from construction
Construction Jobs
Property Taxes collected during & after ITEP exemption period
Economic stimulus to area economy

Costs

Foregone revenue from exempted property tax

Company Name: TDC LLC
\$20,000,000

150 Marine St, Port of Lake Charles, LA 70601

Sales Taxes					Sales Taxable %
					43.08%
	0.75%	2.50%	2.50%	5.75%	
	Law Enforcement	Schools	City of LC	Total	
\$	\$ 64,620.00	\$ 215,400.00	\$ 215,400.00	\$ 495,420.00	

\$	-	\$ 64,620.00	\$ 215,400.00	\$ 215,400.00	\$ 495,420.00
----	---	--------------	---------------	---------------	---------------

*\$20,000,000 total investment, \$8,615,278 materials, machinery & equipment = 43.08%

CALCASIEU PARISH

ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10

Project Name: LC NaHS Terminal Construction **Company Name:** TDC LLC **DATED:** 3/11/2020
Investment Amount: \$20,000,000
Ward: Ward 3L **Parcel #** 752495
Location: 150 Marine St, Port of Lake Charles, LA 70601

20 Yr Depreciation Rate ¹			0.96	0.96	0.96	0.93	0.88	0.85	0.81	0.78	0.74	0.71	
Depreciated Value			19,200,000	19,200,000	19,200,000	18,600,000	17,600,000	17,000,000	16,200,000	15,600,000	14,800,000	14,200,000	
100% Assessed Value			2,880,000	2,880,000	2,880,000	2,790,000	2,640,000	2,550,000	2,430,000	2,340,000	2,220,000	2,130,000	
80% Assessed Value		0.8	2,304,000	2,304,000	2,304,000	2,232,000	2,112,000	2,040,000	1,944,000	1,872,000	1,776,000	1,704,000	
Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 EXEMPT AMOUNT	YEAR 2 EXEMPT AMOUNT	YEAR 3 EXEMPT AMOUNT	YEAR 4 EXEMPT AMOUNT	YEAR 5 EXEMPT AMOUNT	YEAR 6 EXEMPT AMOUNT	YEAR 7 EXEMPT AMOUNT	YEAR 8 EXEMPT AMOUNT	YEAR 9 EXEMPT AMOUNT	YEAR 10 EXEMPT AMOUNT	YRS 1-10 EXEMPTION AMOUNT
	Assessor		\$2,926	\$2,926	\$2,926	\$2,835	\$2,682	\$2,591	\$2,469	\$2,377	\$2,256	\$2,164	\$26,152
	Sheriff		\$22,694	\$22,694	\$22,694	\$21,985	\$20,803	\$20,094	\$19,148	\$18,439	\$17,494	\$16,784	\$202,831
	School Board ⁴		\$39,698	\$39,698	\$39,698	\$38,457	\$36,390	\$35,149	\$33,495	\$32,255	\$30,600	\$29,360	\$354,800
	School Board ^{4A}		\$9,446	\$9,446	\$9,446	\$9,151	\$8,659	\$8,364	\$7,970	\$7,675	\$7,282	\$6,986	\$84,427
	Parish Government ⁵		\$61,862	\$61,862	\$61,862	\$59,929	\$56,707	\$54,774	\$52,196	\$50,263	\$47,686	\$45,752	\$552,895
	Special Districts ⁶		\$50,619	\$50,619	\$50,619	\$49,037	\$46,401	\$44,819	\$42,710	\$41,128	\$39,019	\$37,437	\$452,406
	Municipality ⁷		\$35,090	\$35,090	\$35,090	\$33,993	\$32,166	\$31,069	\$29,607	\$28,511	\$27,048	\$25,952	\$313,616
	TOTAL		\$222,336	\$222,336	\$222,336	\$215,388	\$203,808	\$196,860	\$187,596	\$180,648	\$171,384	\$164,436	\$1,987,128
	Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 COLLECTED AMOUNT	YEAR 2 COLLECTED AMOUNT	YEAR 3 COLLECTED AMOUNT	YEAR 4 COLLECTED AMOUNT	YEAR 5 COLLECTED AMOUNT	YEAR 6 COLLECTED AMOUNT	YEAR 7 COLLECTED AMOUNT	YEAR 8 COLLECTED AMOUNT	YEAR 9 COLLECTED AMOUNT	YEAR 10 COLLECTED AMOUNT
Assessor			\$732	\$732	\$732	\$709	\$671	\$648	\$617	\$594	\$564	\$541	\$6,538
Sheriff			\$5,674	\$5,674	\$5,674	\$5,496	\$5,201	\$5,024	\$4,787	\$4,610	\$4,373	\$4,196	\$50,708
School Board ⁴			\$9,924	\$9,924	\$9,924	\$9,614	\$9,097	\$8,787	\$8,374	\$8,064	\$7,650	\$7,340	\$88,700
School Board ^{4A}			\$2,362	\$2,362	\$2,362	\$2,288	\$2,165	\$2,091	\$1,993	\$1,919	\$1,820	\$1,747	\$21,107
Parish Government ⁵			\$15,466	\$15,466	\$15,466	\$14,982	\$14,177	\$13,694	\$13,049	\$12,566	\$11,921	\$11,438	\$138,224
Special Districts ⁶			\$12,655	\$12,655	\$12,655	\$12,259	\$11,600	\$11,205	\$10,677	\$10,282	\$9,755	\$9,359	\$113,102
Municipality ⁷			\$8,772	\$8,772	\$8,772	\$8,498	\$8,041	\$7,767	\$7,402	\$7,128	\$6,762	\$6,488	\$78,404
TOTAL			\$55,584	\$55,584	\$55,584	\$53,847	\$50,952	\$49,215	\$46,899	\$45,162	\$42,846	\$41,109	\$496,782

SOURCE: Calcasieu Parish Assessor's Office

NOTES:

- Depreciation is based upon the current 2020 Table 2503.D provided by the Louisiana Tax Commission.
 - Used known millage rates as of the date above and subject to change in the future.
 - Land and inventory are excluded from exemption under ITEP.
 - School Board millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD MILLAGE NAMES]
 - 4A. School Board SPECIAL millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD SPECIAL MILLAGE NAMES]
 - Parish Government millage rate total includes the adopted millage rate for [LIST AFFECTED PARISH GOV'T MILLAGE NAMES]
 - Special districts millage rate total includes the adopted millage rate for [LIST SPECIAL DISTRICT NAME(S)]
 - Municipality millage rate total includes the adopted millage rate for [LIST MUNICIPALITY DISTRICT NAME(S)]
- ADVANCE RECEIVED DATE:
 APPLICATION RECEIVED DATE:
 APPLICATION BOARD APPROVAL DATE:
 ESTIMATED PROJECT START DATE:
 ESTIMATED PROJECT END DATE:
 AFFID OF FINAL COST DATE:
 CONTRACT EFFECTIVE DATE:
 CONTRACT EXPIRATION DATE:
 RENEWAL BOARD APPROVAL DATE:
 RENEWAL EFFECTIVE DATE:
 RENEWAL EXPIRATION DATE:
 PCR START DATE:
 PCR END DATE:
 LEGISLATION RULE:

0.64	0.60	0.56	0.53	0.48	0.46	0.41	0.37	0.35	0.33	
12,800,000	12,000,000	11,200,000	10,600,000	9,600,000	9,200,000	8,200,000	7,400,000	7,000,000	6,600,000	
1,920,000	1,800,000	1,680,000	1,590,000	1,440,000	1,380,000	1,230,000	1,110,000	1,050,000	990,000	
YEAR 11 EXEMPT AMOUNT	YEAR 12 EXEMPT AMOUNT	YEAR 13 EXEMPT AMOUNT	YEAR 14 EXEMPT AMOUNT	YEAR 15 EXEMPT AMOUNT	YEAR 16 EXEMPT AMOUNT	YEAR 17 EXEMPT AMOUNT	YEAR 18 EXEMPT AMOUNT	YEAR 19 EXEMPT AMOUNT	YEAR 20 EXEMPT AMOUNT	YRS 11-20 EXEMPTION AMOUNT
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
YEAR 11 COLLECTED AMOUNT	YEAR 12 COLLECTED AMOUNT	YEAR 13 COLLECTED AMOUNT	YEAR 14 COLLECTED AMOUNT	YEAR 15 COLLECTED AMOUNT	YEAR 16 COLLECTED AMOUNT	YEAR 17 COLLECTED AMOUNT	YEAR 18 COLLECTED AMOUNT	YEAR 19 COLLECTED AMOUNT	YEAR 20 COLLECTED AMOUNT	YRS 11-20 COLLECTED AMOUNT
\$2,438	\$2,286	\$2,134	\$2,019	\$1,829	\$1,753	\$1,562	\$1,410	\$1,334	\$1,257	\$18,021
\$18,912	\$17,730	\$16,548	\$15,662	\$14,184	\$13,593	\$12,116	\$10,934	\$10,343	\$9,752	\$139,772
\$33,082	\$31,014	\$28,946	\$27,396	\$24,811	\$23,777	\$21,193	\$19,125	\$18,092	\$17,058	\$244,494
\$7,872	\$7,380	\$6,888	\$6,519	\$5,904	\$5,658	\$5,043	\$4,551	\$4,305	\$4,059	\$58,179
\$51,552	\$48,330	\$45,108	\$42,692	\$38,664	\$37,053	\$33,026	\$29,804	\$28,193	\$26,582	\$381,002
\$42,182	\$39,546	\$36,910	\$34,932	\$31,637	\$30,319	\$27,023	\$24,387	\$23,069	\$21,750	\$311,754
\$29,242	\$27,414	\$25,586	\$24,216	\$21,931	\$21,017	\$18,733	\$16,905	\$15,992	\$15,078	\$216,114
\$185,280	\$173,700	\$162,120	\$153,435	\$138,960	\$133,170	\$118,695	\$107,115	\$101,325	\$95,535	\$1,369,335

NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development ("Department") of the following action by Calcasieu Parish School Board pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

___XX___ Industrial Tax Exemption Application #20190015-ITE has been placed on the agenda for a public meeting of TDC LLC, notice of which is attached hereto, thus hereby requesting an additional 30 days to take action on the Application.

_____ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20190015-ITE and voted to **APPROVE** the Application.

_____ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20190015-ITE and voted to **DENY** the Application.

NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS

Recommended methods of sending notice:

1. Via email to ITEP@la.gov
2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
3. Via overnight delivery with tracking to:

Louisiana Economic Development
c/o Kristin Cheng
617 N. 3rd St.
11th Floor
Baton Rouge, LA 70802

June 29, 2020

Superintendent Karl Bruchhaus
Attn: Mr. Wilfred Bourne, CFO
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615

RE: TDC LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20190015-ITE – \$20,000,000.00

Dear Superintendent Bruchhaus:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for TDC LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, June, 24, 2020. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
Kristin.Cheng@la.gov

c: Assessor, Calcasieu Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20190015-ITE

Date Received: 3/11/2020

PROJECT INFORMATION

Company: TDC LLC
Project Name: Lake Charles NaHS Terminal Construction
Project Location: 150 Marine Street , Port of Lake Charles, LA, 70601
Parish: Calcasieu
City Limits?: ☒

COMPANY INFORMATION

Product Manufactured: Sodium Hydrosulfide (NaHS)
Manufacturing Process/Activities: The terminal/tank storage is designed and constructed to receive product from via truck and rail for loading out ocean going vessels. The NaHS product is manufactured at several of our production facilities in the US including nearby at our complex in Westlake, Louisiana and will be transported to the terminal to finalize its process. Each production site produces NaHS at variable assays ranging from approximately 30-45% NaHS. Our final end use customer for export is the copper mining industry in South America (primarily Peru and Chile). Customers specific to that industry generally utilize a product equal to approximately 42% assay to separate copper concentrate from molybdenum in a floatation process. Our new terminal will allow us to bring in various assays from various production sites and blend these products to produce a NaHS assay and spec appropriate for our end use customers in South America. Once blended, the NaHS will be loaded onto marine vessels for export to South America. The "NaHS" transfer system is designed to offload product at two rail cars spots and two trucks spots into two ~62kbbbls ea. working capacity storage tanks. Each rail and transfer location contain dedicated pumps that feed a common line to the storage tanks. The ship dock/loading area is connected to the storage tanks via stainless steel pipeline and transfer pump system/station. The transfer station is equipped with a redundant/standby pump. All product tanks, pumps, lines, valves, piping are constructed of either 316L or 304L stainless steel. The tank vapors are filtered via an industry standard sulfatreat system prior to release to the atmosphere that meets and/or exceeds the regulatory emissions requirements. The terminal complex has an onsite control room/office equipped with a control panel monitoring system to monitor tank levels, pump amperage, shutdowns etc. The control center is equipped with CCT to monitor unloading positions, marine interface/dock area and the tank farm. The terminal has H2S monitoring stations located at the truck bay, tank farm, marine manifold, and the sulfatreat filter/transfer pump station. The system includes an alert/shutdown logic to mitigate potential fugitive emissions. The terminal includes a fresh water storage/blending system to blend the product to

required concentration levels for loading out of marine vessels as per client specifications.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☐ Yes ☒ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

NA

PROJECT DETAILS

NAICS: 325188
Project Type: Start-Up/New
Project Start Date (beginning of construction and/or installation): 1/31/2019
Project End Date (ending of construction and/or installation): 12/18/2019
Anticipated date for the commencement of operations of this project: 12/18/2019
Project Description:

Construction of Sodium Hydrosulfide (NaHS) storage terminal: The terminal/tank storage will be designed and constructed to receive product from dedicated "NaHS" rail cars and tractor trailers for loading out ocean going vessels. The NaHS product is manufactured nearby at our complex in Westlake, Louisiana and will be transported to the terminal to finalize its process. The "NaHS" transfer system will be designed to offload product at two rail cars spots and two trucks spots into two ~62kbbbls ea. working capacity storage tanks. Each rail and transfer location will have two dedicated pumps that feed a common line to the storage tanks. The ship dock/loading area will be connected to the storage tanks via SST pipeline and transfer pump system/station, the transfer station will be equipped with a redundant/standby pump. All product tanks, pumps, lines, valves, piping will be constructed/manufactured with either 316L or 304L stainless steel as per final design approval. The tank vapors will be filtered via an industry standard sulfatreat system prior to release to atmosphere that will meet and or exceed the regulatory emission requirements. The terminal complex will have an onsite control room/office equipped with a control panel monitoring system to monitor tank levels, pump amperage, shutdowns etc. The control center will be equipped with CCT to monitor unloading positions, marine interface/dock area and the tank farm. The terminal will have a minimum of four fixed H2S monitoring stations located at the truck bay, tank farm, marine manifold, and the sulfatreat filter/transfer pump station. The system will include an alert/shutdown logic to mitigate potential fugitive emissions. The terminal will include a fresh water storage/blending system to blend the product to required concentration levels for loading out of marine vessels as per client specifications.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☐ Yes ☒ No

Calendar Years: 2019

ESTIMATED INVESTMENTS

Building & Materials:	\$6,472,459.00
Machinery & Equipment:	\$2,142,819.00
Labor & Engineering:	\$11,384,722.00
Estimated Total Investment Amount:	\$20,000,000.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$20,000,000.00

ESTIMATED JOBS

Existing Jobs at Project Site:	0	
Existing Jobs Statewide:	326	
Will this project create new jobs?		☒ Yes ☐ No
New Direct Jobs:	4	
Contract Jobs:	4	
Will new jobs be created in phases?	Note: All 4 "New Direct Jobs" are "Qualified Contractor Jobs" Qualified contractor relationship with Pelorus Terminals: TDC LLC currently has a	
Explain:		

5 year contract effective December 1, 2019 with Pelorus Marine Services to operate the terminal. Pelorus is responsible for the staffing of the terminal for rail and truck unloading as well as vessel loading. The terminal operates on a 12 hour day (6AM-6PM) Monday – Friday with personnel available 24 hours a day, seven days a week for marine deliveries. We load approximately one export vessel per month. Terminal staff is responsible for coordinating all vessel loading procedures with appropriate personnel including the Port of Lake Charles, surveyors, etc. and retaining samples of shipments and making sure they are delivered to the appropriate TDC LLC staff for analysis. In addition, Pelorus is responsible for maintaining the terminal assets in a condition to satisfactorily perform the above services.

Construction Jobs:

86

Total Estimated Jobs:

90

New Jobs for this phase:

0

If no new jobs are being created with this project, will existing jobs be retained?

☐ Yes ☒ No

If yes, provide a compelling reason(s) for retention:

NA - New jobs are being created

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$0.00
Existing Jobs Statewide Payroll:	\$28,476,410.00
New Direcy Jobs Payroll:	\$438,559.00
Contract Jobs Payroll:	\$438,559.00
Construction Jobs Payroll:	\$8,763,467.00
Total Estimated Payroll:	\$9,202,026.00
New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.0965

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 0.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC?

☒ Yes ☐ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

Davison Petroleum Supply LLC

ESTIMATED BENEFIT

Investment Amount:	\$20,000,000.00
x Assessment Percentage:	0.15
x Millage Rate:	0.0965
=Annual Exemption	\$289,500.00
Annual Exemption * 5 years at 80%	\$1,158,000.00
+ Annual Exemption * 5 years at 80%	\$1,158,000.00

=Estimated Ten Year Property Tax Exemption

\$2,316,000.00

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$2,316,000.00
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$11,580.00
Amount Paid:	\$11,580.00
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage Rate	Proof of Millage Verification - 20190015-ITE signed.pdf	3/3/2020
ES4	SUTA - Q4 2018.pdf	3/3/2020
ES4	SUTA - Q3 2018.pdf	3/3/2020
ES4	SUTA - Q1 2018.pdf	3/3/2020
ES4	SUTA - Q2 2018.pdf	3/3/2020
Breakdown of Purchases	Breakdown of Purchases - 20190015-ITE.xlsx	3/10/2020
Notarized Affidavit	Contract Affidavit - 20190015-ITE signed notarized.pdf	3/11/2020
Baseline Calculation Worksheet	Revised Baseline Employment Worksheet 20190015 - signed.pdf	3/17/2020
ES4	SUTA - Q1 2019.pdf	3/17/2020

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$11,580.00	3/11/2020	U9V25RM2QC	visa_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Company Name	Mailing Address	Contact Type
Louis	Nicol	TDC LLC	919 Milam Suite 2100, Houston, TX, 77002	Business
Karen	Pape	TDC LLC	919 Milam Suite 2100, Houston, TX, 77002	Business Signatory

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Senior VP and Controller

First Name: Karen

Last Name: Pape

Email Address: karen.pape@genlp.com

CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Karen Pape**

, approve the above information.

Kare

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20190015)

RECEIVED

JUN 17 2020

BUSINESS INCENTIVES

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

TDC, L.L.C.

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

TDC, L.L.C. ("Company"), a Louisiana limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has a new Manufacturing Establishment located in Calcasieu Parish that is a sodium hydrosulfide storage terminal as described in more detail in the application (the "Project"), and new jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Calcasieu Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project.; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means TDC, L.L.C., a Louisiana limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority

over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to Calcasieu Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

“Required Annual Payroll” is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or

governmental authorization applicable to them.

ARTICLE IV OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company has established the Manufacturing Establishment and commenced Operation by December 18, 2019, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$20,000,000.00 in Capital Expenditures and that the Project provided approximately 86 full time equivalent construction jobs and \$8,763,467.00 as well as for the creation 4 Jobs, including 4 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2020	4	\$438,559
2021	4	\$438,559
2022	4	\$438,559
2023	4	\$438,559

2024	4	\$438,559
2025	4	\$438,559
2026	4	\$438,559
2027	4	\$438,559
2028	4	\$438,559
2029	4	\$438,559

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify

the Exemption Contract as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

ARTICLE VII REPORTS; AUDIT

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company

for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

**ARTICLE VIII
TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Louis Nicol
TDC, L.L.C.
919 Milam, Suite 2100, Houston TX 77002
Louis.nicol@genlp.com
(713) 860-2626

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

(1) Kadel Belton
Signature

Kadel Belton
Printed Name

(2) Ashley Danielson
Signature

Ashley Danielson
Printed Name

TDC, L.L.C.

By: K. Pape
Signature

KAREN PAPE
Printed Name

Title: SVP & CONTROLLER

Date: 06/16/2020

WITNESSES:

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

(1) Hud Usic
Signature

Hud Usic
Printed Name

(2) Frank Fualero
Signature

Frank Fualero
Printed Name

By: [Signature]
Don Pierson, Secretary or Anne Villa,
Undersecretary

Date: 6/22/20

LED CONTRACT MONITOR
Kristin Cheng
Signature

Kristin Cheng
Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

CERTIFICATE OF INCUMBENCY

I hereby certify that I am Secretary of TDC, L.L.C, a Louisiana limited liability company (the "Company"), that Karen Pape is the Senior Vice President and Controller of the Company and is authorized to execute agreements including entering into the Contract for Exemption of Ad Valorem Taxes among the Louisiana Department of Economic Development and the Company (the "Contract") regarding the Company's commitments as provided in the Contract as a duly authorized officer of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my signature this 16th day of June, 2020.

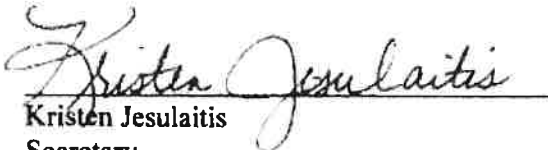

Kristen Jesulaitis
Secretary

EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ **Reporting Period:** _____

Company Name: _____

Project Physical Address: _____

1. Operation of the assets related to this project/phase:
- ☐ Commenced, as of date _____ and continues to date.
- ☐ Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

2. Capital Expenditures made as of _____: Amount _____
- (Date)

3. Required Annual Jobs: _____

4. Required Annual Payroll: _____

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?
Yes ☐ No ☐

6. Are any Jobs at the Manufacturing Establishment attributable to:

- a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes ☐ No ☐

- b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes ☐ No ☐

- c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes ☐ No ☐

If the answer to 6.c. is "No", please explain: _____

7. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

CONTACT TYPE (circle one):

Business ☐ Consultant ☐ Other ☐

Contact Person:

Name: _____

Title: _____

Mailing Address: _____

Mailing Address 2: _____

Phone Number (Include extension): _____

Email Address: _____

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

Original Signature

Printed Name & Title

Date

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with a claim for refund denial by ATCO Structures & Logistics (USA) Inc.;

WHEREAS, ATCO Structures & Logistics (USA) Inc. has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

Dean Roberts, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Distribution International Southwest, Inc.;

WHEREAS, Distribution International Southwest, Inc. has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

Dean Roberts, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Guichard Operating Company, LLC;

WHEREAS, Guichard Operating Company, LLC has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

Dean Roberts, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with assessment of taxes due by Jeff Patterson Contractor, LLC;

WHEREAS, Jeff Patterson Contractor, LLC has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

Dean Roberts, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by LC Entertainment, LLC;

WHEREAS, LC Entertainment, LLC has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

Dean Roberts, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 24; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 24 OF NOT EXCEEDING \$3,750,000 OF GENERAL OBLIGATION REFUNDING BONDS; AUTHORIZING AND APPROVING THE FORM AND EXECUTION OF THE BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 24 of Calcasieu Parish, Louisiana (the “*Issuer*”), after examining available data, has determined that there is substantial need within the Issuer for refunding the outstanding maturities of the Issuer’s \$5,000,000 General Obligation Refunding Bonds, 2012 Series dated August 12, 2012 on original issue (the “*Refunded Bonds*”), in accordance with the provisions of Sections 505 and 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 24 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. The statements of fact expressly contained within the preamble to this Resolution have been specifically reviewed by the Issuer’s School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 2. The Issuer is hereby authorized to proceed with refunding all outstanding maturities of the Issuer’s Refunded Bonds, consisting of those bonds maturing August 15, 2021 through August 15, 2032, involving the proposed issuance by the Issuer of not exceeding \$3,750,000 General Obligation Refunding Bonds, Series 2020, to mature not later than August 15, 2032, at a rate or rates not exceeding 5% per annum.

SECTION 3. The sale of the Bonds to the Underwriter (hereafter defined), within the parameters set forth herein is hereby approved. Upon sale of the Bonds, the President/and or Secretary of the Issuer, as Executive Officers, are each authorized, empowered and directed to execute on behalf of the Issuer, the Bond Purchase Agreement between the Issuer and the Underwriter, in a form acceptable to Bond Counsel (hereafter defined), providing for the sale of the Bonds.

SECTION 4. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Subparts A and B of Part II, Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 et seq.), for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 5. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 6. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("**Bond Counsel**"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule

of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 7. The employment of Crews & Associates, Inc., (the “*Underwriter*” or “*Placement Agent*”), in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 8. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Municipal Advisor in connection with the Bonds is hereby approved. The compensation of the Municipal Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

SECTION 9. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

ADOPTED AND APPROVED on this 14th day of July, 2020.

/s/ Dean Roberts

DEAN ROBERTS, President

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary

(Other business not pertinent to the present excerpt may be found of record in the official minute book.)

Upon motion duly made and unanimously carried, the meeting was adjourned.

/s/ Dean Roberts

DEAN ROBERTS, President

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 23; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 23 OF NOT EXCEEDING \$6,750,000 OF GENERAL OBLIGATION REFUNDING BONDS; AUTHORIZING AND APPROVING THE FORM AND EXECUTION OF THE BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 23 of Calcasieu Parish, Louisiana (the “*Issuer*”), after examining available data, has determined that there is substantial need within the Issuer for refunding the outstanding maturities of the Issuer’s \$9,100,000 General Obligation Refunding Bonds, 2013 Series dated June 12, 2013 on original issue (the “*Refunded Bonds*”), in accordance with the provisions of Sections 505 and 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 23 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. The statements of fact expressly contained within the preamble to this Resolution have been specifically reviewed by the Issuer’s School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 2. The Issuer is hereby authorized to proceed with refunding all outstanding maturities of the Issuer’s Refunded Bonds, consisting of those bonds maturing May 1, 2021 through May 1, 2030, involving the proposed issuance by the Issuer of not exceeding \$6,750,000 General Obligation Refunding Bonds, Series 2020B (the “*Bonds*”), to mature not later than May 1, 2030, at a rate or rates not exceeding 5% per annum.

SECTION 3. The sale of the Bonds to the Underwriter (hereafter defined), within the parameters set forth herein is hereby approved. Upon sale of the Bonds, the President/and or Secretary of the Issuer, as Executive Officers, are each authorized, empowered and directed to execute on behalf of the

Issuer, the Bond Purchase Agreement between the Issuer and the Underwriter, in a form acceptable to Bond Counsel (hereafter defined), providing for the sale of the Bonds.

SECTION 4. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Subparts A and B of Part II, Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 et seq.), for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 5. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 6. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("**Bond Counsel**"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 7. The employment of Crews & Associates, Inc., (the “*Underwriter*” or “*Placement Agent*”), in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 8. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Municipal Advisor in connection with the Bonds is hereby approved. The compensation of the Municipal Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

SECTION 9. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

ADOPTED AND APPROVED on this 14th day of July, 2020.

/s/ Dean Roberts

DEAN ROBERTS, President

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary

(Other business not pertinent to the present excerpt may be found of record in the official minute book.)

Upon motion duly made and unanimously carried, the meeting was adjourned.

/s/ Dean Roberts

DEAN ROBERTS, President

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary

CPSB SUMMARY OF PROPOSED REVISIONS TO 2020-21 STUDENT CODE OF CONDUCT

7.J.

CPSB DISCIPLINE COMMITTEE REVIEW – MAY 7, 2020 (Updated 7-8-2020)

PAGE # & LOCATION	PROPOSED REVISION	EXPLANATION/JUSTIFICATION
Cover Sheet	Revised Coversheet and updated academic school year 2020-21	New Academic School Year
Page 10: Procedures for Noncompliance of Safety Protocol	Addition of Procedures for Noncompliance of Safety Protocol including definition of Face Covering	To address CDC & State of Louisiana Safety Protocol recommendations due to Covid-19 Pandemic
Page 11: Dress Code Expectations	Addition of # (3) Face Covering is defined as a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears, or is wrapped around the lower face including nose and mouth. In addition to face coverings, students may wear a plastic face shield that covers eyes, nose and mouth. Subject to principal approval, face coverings for Pre-K to 5 th grade may wear personal face coverings. Face coverings for 6 th to 12 th grade must be solid colors, no patterns, with no writing, no emblems, no logos, no decorations or decorative trims, exception being a school issued face covering with the official school logo or school colors. Revision to # (6) School administrators may option have the option to have allow students to wear the official school logo on the school's designated shirt a school issued T-shirt or face covering with the official school logo or school colors.	To provide uniform dress code expectations regarding face coverings in addressing CDC & State of Louisiana Safety Protocol recommendations due to Covid-19 Pandemic
Page 13: Use of Electronic Devices	Addition of camera, video/audio recorder, Revise to match new proposed CPSB Cell Phone Policy and Level 2 in Student Code of Conduct	Include modern devices & provide consistency between CPSB Policy and Student Code of Conduct. Prevent Contradiction
Page 14: Sexual Harassment	Revisions to address new Title IX/Sexual Harassment Law	Revisions to address new Title IX Sexual Harassment Law and revision to CPSB Sexual Harassment Policy
Page 14: Erin's Law Heading & information	Addition of Erin's Law information and reference to location documented on cpsb.org website, including Resource List and Tips for Parents. *Each School must post on its school website the child protection TOLL FREE HOTLINE number below. Department of Children and Family Services Child Abuse or Neglect Hotline 1-855-452-5437	Documenting CPSB compliance with "Erin's Law," (R.S. 17:81 Y) requirements
Page 15: Bullying and Intimidation	Under "How Do I" button then choose "Report Bullying"	Revise location of Bullying Report on CPSB website
Page 18-21: Acceptable User Policy	Revisions and Addition of new language Technology Department submitted new AUP.	April 2019 updated AUP was not added to 2019-20 Student Code of Conduct last year
Page 31: Seclusion/Restraint Guidelines and Procedures	under "Our District" under "The Board" then "Policies" then choose "Seclusion & Restraints Guidelines."	Revise location on CPSB website of Seclusion & Restraints Guidelines
Page 31: Visitors on Campus	Visitors on Campus Parent/Guardian/Non-CPSB Employee Expectations for Campus, Bus & School Sponsored Events	To provide clarity for Parent/Guardian/Non-CPSB expectations for campus, Bus & School Sponsored Events
Page 32: School Bus Conduct	Addition of Student Responsibilities for Bus Conduct	To provide clarification on specific expectations for student bus behavior at bus stop, boarding bus, riding bus and getting off bus

CPSB SUMMARY OF PROPOSED REVISIONS TO 2020-21 STUDENT CODE OF CONDUCT

Pages 34-39 Possible Corrective Strategies (right hand column)	Addition of (All Students' Corrective Strategy documentation will be maintained for referral to PBIS/RTI Team if necessary)	As a reminder that all Corrective Strategy documentation should be maintained for PBIS/RTI
Page 34: Level 1 Infractions Bus Violation	Addition of Examples: Ex: littering, Drinking, Eating on bus	Clarify Bus Violation description
Page 34: Level 1 Infractions Disrespect for Authority	Addition of "and use of corrective strategies" Remove "eye-rolling, sighing, etc." Replace with Noncompliance	Following COC Corrective Strategies recommendation and more suitable example for Disrespect
Page 34: Level 1 Infractions Inappropriate Communication	Addition of "Student delivers disrespectful message to peers. Ex: Getting mad and speaking out of frustration and anger."	Move language from Level 2 Threatening since this behavior is not an actual threat and can be coded in JCampus without need to complete CPSB Threat Assessment
Page 35: Level 2 Infractions Bus Disturbance	Add/Revise Examples for Bus Disturbance Examples: Throwing objects or any behavior that affects the driver's ability to maintain control. Examples: Excessive loudness, or not seated properly on the bus	Provide specific examples for Level 2 Bus Disturbance
Page 35: Level 2 Infractions Campus Disturbance	Addition of such as "yelling...such as banging"	Descriptors to minimize subjective definition
Page 35: Level 2 Infractions Traffic Violation	Addition of Language "when walking, bike riding and/or driving"	Increase clarification
Page 35: Level 2 Infractions Possession of Tobacco/Lighter/Electronic smoking device**	Revision to Possession of Tobacco/Lighter/ Electronic smoking device	Separate Electronic Smoking Device from Tobacco and lighter due to recent law change and awareness of increased dangers of vaping
Page 36: Level 2 Infractions Aggressive Inappropriate Physical Contact	Revision to Aggressive Inappropriate Physical Contact Add examples "Pushing in line, Spitting at"	Increase clarification
Page 36: Level 2 Infractions Disrespect for Authority	Addition of "directives" "Ex: sustained noncompliance, arguing with adult, raised voice"	Descriptors to minimize subjective definition
Page 36: Level 2 Infractions Threatening	Revise definition to include Student delivers disrespectful threatening message to peers with no intent to follow-through. Ex: Getting mad and threatening to him/her Ex: Making threats to hurt another when angry or frustrated	Clarifying Level 2 Definition & example (COC currently addresses threats in L2-P.36, 3B-P.39 & L4-P.40)
Page 37, 38 & 40: Mandatory Procedures (right hand column)	2. MANDATORY Parent contact to inform Parent of accusation and status of investigation. Parent will be given the option to attend the student conference after investigation is complete. Parents will be informed and given the option to attend a student conference to discuss investigation results AFTER the investigation is complete.	Improve clarity for parents and school administrators
Page 37: Level 3A & B Infractions Bus Disturbance	Revision to Example: Any behavior that distracts the bus driver and/or compromises the safety of others. Throwing objects that hit bus driver or any behavior that affects the driver's ability to maintain control and could require the bus driver to stop bus:	To add clarity and to ensure the safety of others.

CPSB SUMMARY OF PROPOSED REVISIONS TO 2020-21 STUDENT CODE OF CONDUCT

Page 37: Level 3A & B Infractions Addition Aggressive Inappropriate Physical Contact as 3A Infraction	Addition of Aggressive Inappropriate Physical Contact Student engages in aggressive physical contact <u>with intent to harm</u> and leaving marks. (Example: Scratching, Pushing down, Hitting, Kicking, Spitting at)	Provide additional level of Aggressive Inappropriate Physical Contact with intent to harm
Page 37: Level 3A & B Infractions Uses, Distributes, or Sells Tobacco Products/Lighter/Electronic Smoking Device	Revision to <u>Uses, Distributes, or Sells Tobacco Products/Lighter/Electronic Smoking Device</u> Remove from definition "Electronic smoking device" And Electronic smoking device/vapes	Separate Electronic Smoking Device from Tobacco and lighter and make a Level 3B offense due to recent law change and awareness of the increased danger of vaping
Page 37: Level 3A & B Infractions Possessing or Using Nonprescription or Non-Controlled Substance	Addition of CBD oil & "rubbing"	Address student possession and use of CBD oil at school.
Page 37: Level 3A & B Infractions Habitually Violates School Rules	Move Habitually Violates School Rules from 3B to 3A	Will reduce use of "Habitually Violates School Rules" to code Level 2 behaviors resulting in OSS (Out of School Removals)
Page 37: Level 3A & B Infractions Addition at bottom right of page	Addition of Bus Suspension can occur due to Bus Disturbance that compromises safety of others.	Addition to Clarify possible consequences of Bus Disturbance
Page 38: Level 3B Infractions Campus Disturbance	Revision to 3B Campus Disturbance "making bomb threats" and add to Level 4 Threat of Terrorism or Violence	Move making "bomb threats" to Level 4 Threat of Terrorism or Violence
Page 38: Level 3B Infractions Fighting (Zero Tolerance)	Addition of (Applies to Middle School and High School Students Only)	Clarification
Page 38: Level 3B Infractions Cell Phone/Electronic Devices (Use/Turned On)	Addition of Smart Watch 3B Cell Phone/ Smart Watch /Electronic Devices (Use/Turned On) Add language audio/video recorder	Clarification to include modern technology
Page 38: Level 3B Infractions Addition Gambling	Addition of Gambling: Student engages in inappropriate activities which includes a chance for gain or loss of tangible property including currency.	To address the gambling activities occurring at the high school level
Page 39: Level 3B Infractions Bullying	Addition of "and/or Cyber Bullying"	Correct omission of Cyber Bullying since Cyber Bullying is increasing, and clarification is needed
Page 39: Level 3B Infractions Habitually Violates School Rules	Revision to 3B Habitually Violates School Rules reduced to Level 3A	Will reduce use of "Habitually Violates School Rules" to code Level 2 behaviors resulting in OSS (Out of School Removals)
Page 39: Level 3B Infractions Possession or Use of Electronic Smoking Device	Addition of Possession or Use of Electronic Smoking Device: Student possesses Electronic Smoking Device or Electronic smoking pods and/or liquids on school grounds, at school-sponsored events, and/or when using school district transportation **Administrators may move violation of this offense to a Level 4 if the safety of others is compromised	Separate Electronic Smoking Device from Tobacco and lighter and make a Level 3B offense due to recent law change and awareness of increase dangers of vaping
Page 39: Level 3B Infractions Sexual Harassment	Revision to Example: spreading sexual rumors, repeatedly pressuring others for dates or unwanted sexual activity, repeated teasing of a sexual nature, repeated unwanted sexual remarks or jokes, and/or repeated unwelcomed touching or grabbing.	Revise Sexual Harassment definition to include changes to new Title IX Sexual Harassment Law and revision to CPSB Sexual Harassment Policy

CPSB SUMMARY OF PROPOSED REVISIONS TO 2020-21 STUDENT CODE OF CONDUCT

	Elements of Sexual Harassment include unwelcome communications and conduct on the basis of sex, such as sexual advances, requests for sexual favors, jokes, remarks and other verbal, physical and inappropriate conduct of a sexual nature	
Page 39: Level 3B Infractions Threatening/Intimidation	Addition of Ex: I will slap you, I am going to hit you, etc. CPSB Threat Assessment must be completed	Descriptive examples to clarify definition
Page 39: Level 3B Infractions False Statement and Information	Addition of False Statement and Information: Student knowingly makes a false statement or knowingly submits false information about a staff member or student regarding any act that is unlawful and/or a violation of the school board's sexual harassment or bullying policies.	To address changes in Sexual Harassment/Title IX Law and changes to CPSB Sexual Harassment Policy
Page 40: Level 4 Infractions Participation in Gang-Related Activity	Revision to Students participate in activities or displays colors, signs related to gangs/cults on school campus or a school sponsored activity.	To provide clarification
Page 40: Level 4 Infractions Distribution or selling of Electronic Smoking Device and/or pods or liquids	Addition of Level 4 Distribution or selling of Electronic Smoking Device and/or pods or liquids: Student distributes or sells Electronic Smoking Device or Electronic smoking pods and/or liquids on school grounds, at school-sponsored events, and/or when using school district transportation	To address law changes and Increase danger of unidentified products being used in electronic smoking devices. Positive test results of suspicious vaping pods we have had tested by the police and student reactions ex: seizures resulting in hospitalization when using such pods/liquids
Page 40: Level 4 Infractions Possessing a Weapon Prohibited by Federal Law	Revision to Any firearm (real or otherwise), ammunition, explosive device, knife, or other object/instrumentality used which can place a person in reasonable fear or apprehension of serious harm that is on the student's person and/or in the student's belongings, locker, and/or any other personal storage space. (Example: Pepper spray, taser or other electronic device which can be used to stun or shock another human being.)	To address the use of tasers by students
Page 40: Level 4 Infractions Continuous Sexual Harassment	Revision to Example: spreading sexual rumors, repeatedly pressuring others for dates or unwanted sexual activity, repeated teasing of a sexual nature, repeated unwanted sexual remarks or jokes, and/or repeated unwelcomed touching or grabbing. Elements of Sexual Harassment include unwelcome communications and conduct on the basis of sex, such as sexual advances, requests for sexual favors, jokes, remarks and other verbal, physical and inappropriate conduct of a sexual nature	Revise Sexual Harassment definition to include changes to new Title IX Sexual Harassment Law and revision to CPSB Sexual Harassment Policy
Page 40: Level 4 Infractions Threat of Terrorism or Violence	Revision to Threat of Terrorism or Violence Examples include making a bomb threat and/or using strongly implicit threatening language directed at one or more individuals. CPSB Threat Assessment must be completed.	Descriptors to minimize subjective definition

Calcasieu Parish School Board
FY 2020-21 Salary Schedule Changes/Updates
Board Meeting – July 14, 2020

Page 30 – Finance, Management, Internal Auditing & Data Processing

-Added clarifying language that schedule is based on 222 days of the teacher's salary permanent reference schedule on the bachelor's degree scale.

Page 36-38 – Head Start 182 Day Teacher

-Added \$1,000 to Base salary column and subtracted \$1,000 from Supplement column at every step so that the base column matches the Springboard teacher pay – Total pay did not change.

Page 39-41 – Head Start 202 Day Teacher

-Added \$1,000 to Base salary column and subtracted \$1,000 from Supplement column at every step so that the base column matches the Springboard teacher pay – Total pay did not change.

Page 42 – Head Start Nurse

-Added \$1,000 to Base salary column and subtracted \$1,000 from Supplement column at every step so that the base column matches the Springboard teacher pay – Total pay did not change.

Page 42 – Head Start Nurse

-Added L.P.N. columns to schedule. Schedule matches regular L.P.N. schedule.

Page 45 – Head Start School Clerk

-Added 190 day schedule. Schedule matches regular 190 school clerk schedule.

LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Government Agencies)

July 14, 2020

Postlethwaite & Netterville, APAC
8550 United Plaza Blvd., Suite 1001
Baton Rouge, Louisiana 70809

In connection with your audit of our financial statements as of June 30, 2020 and for the year then ended for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of June 30, 2020.

PART I. AGENCY PROFILE

1. Name and address of the organization.

Calcasieu Parish School Board
P.O. Box 800, Lake Charles, LA 70602

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

Student count: 31,592

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

A list of requested information is attached to this document.

4. Period of time covered by this questionnaire.

July 1, 2019 through June 30, 2020

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

F.S. 17:51

6. Briefly describe the public services provided.

The school board provides elementary and secondary education for all children attending public schools in the parish.

7. Expiration date of current elected/appointed officials' terms.

12/31/2022

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$157,700 have been publicly bid.

B) All material and supply purchases exceeding \$30,000 have been publicly bid.

Yes [X] No []

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [X] No []

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [X] No []

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).

2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).

3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.

6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S.

39:1309).

7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes ☒ No ☐

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes ☐ No ☐

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes ☐ No ☐

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes ☒ No ☐

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes ☒ No ☐

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes ☒ No ☐

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes ☒ No ☐

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes ☒ No ☐

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes ☒ No ☐

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes ☒ No ☐

PART VI. MEETINGS

19. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes ☒ No ☐

PART VII. ASSET MANAGEMENT LAWS

20. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes ☒ No ☐

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

21. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes ☒ No ☐

PART IX. DEBT RESTRICTION LAWS

22. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes ☒ No ☐

23. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes ☒ No ☐

24. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes ☒ No ☐

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

25. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes ☒ No ☐

26. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes ☒ No ☐

27. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes ☒ No ☐

PART XI. ISSUERS OF MUNICIPAL SECURITIES

28. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes ☒ No ☐

PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Parish Governments

29. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes ☐ No ☐

School Boards

30. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes ☒ No ☐

31. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes ☒ No ☐

32. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes ☒ No ☐

Tax Collectors

33. We have complied with the general statutory requirements of R.S. 47.

Yes ☒ No ☐

Sheriffs

34. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes ☐ No ☐

35. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes ☐ No ☐

District Attorneys

36. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes ☐ No ☐

Assessors

37. We have complied with the regulatory requirements found in R.S. Title 47.

Yes ☐ No ☐

38. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes ☐ No ☐

Clerks of Court

39. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes ☐ No ☐

Libraries

40. We have complied with the regulations of the Louisiana State Library.

Yes [] No []

Municipalities

41. Minutes are taken at all meetings of the governing authority (R.S. 42:20).

Yes [] No []

42. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).

Yes [] No []

43. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).

Yes [] No []

Airports

44. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.

Yes [] No []

45. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).

Yes [] No []

46. All project funds have been expended on the project and for no other purpose (R.S. 2:810).

Yes [] No []

47. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).

Yes [] No []

Ports

48. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.

Yes [] No []

49. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).

Yes [] No []

50. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).

Yes [] No []

51. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).

Yes [] No []

52. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).

Yes [] No []

Sewerage Districts

53. We have complied with the statutory requirements of R.S. 33:3881-4159.10.

Yes [] No []

Waterworks Districts

54. We have complied with the statutory requirements of R.S. 33:3811-3837.

Yes [] No []

Utility Districts

55. We have complied with the statutory requirements of R.S. 33:4161-4546.21.

Yes [] No []

Drainage and Irrigation Districts

56. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [] No []

Fire Protection Districts

57. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [] No []

Other Special Districts

58. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [] No []

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

_____	Secretary	_____	Date
_____	Treasurer	_____	Date
_____	President	_____	Date

TO: WILFRED BOURNE
PEGGY CARLILE
ROBERT BARRENTINE
DENNIS BENT

FROM: JENNIFER HAGAN, PURCHASING SUPERVISOR

RE: BIDS FOR JULY 2020

PERMISSION TO ADVERTISE:
NONE

BID REPORTS:

BID 2021-08REBID – WHOLE WHEAT BISCUITS was opened on June 23, 2020 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

DIAMOND FOODS
LACASSAGNES
LAMM FOODS
PON FOODS
WILLIAM GEORGE

BID RESULTS AS FOLLOWS:

DIAMOND FOODS	\$0.1488
LACASSAGNES	\$0.1530
PON FOODS	\$0.1419 *
RICH'S	\$0.1593
WILLIAM GEORGE	\$0.1450

THE STAFF RECOMMENDS AWARDDING PON FOODS AS THE LOWEST RESPONSIBLE
RESPONSIVE BIDDER.

BID 2021-16 – SMALL WARES was opened on June 18, 2020 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

ALACK REFRIGERATION
ASSOCIATED FOOD EQPT
CAYARDS
ECONOMICAL JANITORIAL
LAFAYETTE RESTAURANT
SW BAR NEEDS

BID RESULTS AS FOLLOWS:

ALACK REFRIGERATION	\$ 2,015.35
ASSOCIATED FOOD EQPT	\$ 17,117.22
CAYARDS	\$ 349.05
ECONOMICAL JANITORIAL	\$ 7,189.43
EQUIPMENT CONCEPTS	\$ 14,395.43
HOTEL & RESTAURANT	\$ 3,639.07
PUEBLO SUPPLY	\$ 17,681.13
SAM TELL	\$ 6,490.80
SW BAR NEEDS	<u>\$ 35,483.73</u>
TOTAL	\$104,361.21

THE STAFF RECOMMENDS AWARDDING AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

BID 2021-23 – LARGE EQUIPMENT was opened on June 18, 2020 @ 10:30 A.M.

BIDS WERE SENT TO THE FOLLOWING:

ALACK REFRIGERATION
ASSOCIATED FOOD EQPT
DOUGLAS EQUIPMENT
LAFAYETTE RESTAURANT
NOLA RESTAURANT

BID RESULTS AS FOLLOWS:

ASSOCIATED FOOD EQPT	\$ 3,400.00
DOUGLAS EQUIPMENT	\$ 18,401.76
EQUIPMENT CONCEPTS	<u>\$ 8,795.00</u>
TOTALS	\$ 30,596.76

THE STAFF RECOMMENDS AWARDDING AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

CHANGE ORDERChange Order No.: 01Date: June 15, 2020

Contract Date: _____

Project: Iowa High Visitor Concession Stand
 401 Miller Avenue
 Iowa, LA 70647

Project No.: 19055BATo: John D. Myers and Associates, Inc.

You are directed to make the following change in this contract:
 (Attach Itemized Breakdown)

The Original Contract Sum \$129,740.00Net Change By Previous Change Order \$0.00Contract Sum Prior to this Change Order \$129,740.00

Contract Sum will be (increased) (~~decreased~~)
 (~~unchanged~~) by this Change Order \$7,150.00

New Contract Sum including this Change Order \$136,890.00

Contract Time will be (~~increased~~) (~~decreased~~)
 (unchanged) by 0 Days

Revised Contract Completion Date September 18, 2020**RECOMMENDED****ACCEPTED****APPROVED**

Brossett Architect, LLC
 (Designer)
 414 Pujo Street
 Lake Charles, LA 70601

John D. Myers & Associates
 (Contractor)
 3613 Ryan Street
 Lake Charles, LA 70605

Calcasieu Parish School Board
 (Owner)
 P. O. Box 800
 Lake Charles, LA 70602

By: By: 

By: _____

Date: 6/17/2020Date: 6-18-20

Date: _____

June 15, 2020

Project: Iowa High School Visitor Concession Stand
Project No.: 19055BA
RE: Change Order 01

Item No. 1: Cost to replace electrical service to press box and lights under East bleachers. Work will include boring and installing (2) new conduit, new wiring, and new breaker to re-feed the existing area. \$7,150.00

CHANGE ORDER

PROJECT NAME: Pearl Watson Elem. Phase 3
 PROJECT NUMBER: 82019
 CONTRACTOR: Pat Williams Construction, LLC

CHANGE ORDER NO: 2
 CONTRACT DATE: 1/17/2020

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

Paint perimeter on court area and key areas, included prep and profiling of surfaces.

The Original Contract Sum		\$	144,000.00	
Total Changes by Previous Change Order(s)		\$	38,481.00	
Current Contract Sum		\$	182,481.00	
Contract Sum will be increased by this Change Order		\$	3,554.00	
New Contract Sum		\$	186,035.00	

The Original Contract Completion Date and Contract Time.	Date: 5/16/2020	\$	120.00	DAYS
Total Time extended by Previous Change Order(s)		\$	30.00	DAYS
Contract Time will be unchanged changed by this Change Order		\$	15.00	DAYS
New Contract Completion Date & Revised Contract Time	Date: 6/30/2020	\$	165.00	DAYS

Added Building Area	\$	-	(Sq. Ft.)
----------------------------	----	---	-----------

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED

Architect's Name:

Griggs Mitchell and Assoc.

Address:

949 Ryan Street, 130

Lake Charles, LA 70601

By:

Date:

6-5-20

ACCEPTED

Contractor's Name:

Pat Williams Construction, LLC

Address:

1321 Hodges St.

Lake Charles, LA 70601

By:

Date:

6/15/20

APPROVED

Owner:

Calcasieu Parish School Board

Address:

P.O. Box 800

Lake Charles, LA 70602

By:

Date:

Construction Contract Change Order SUMMARY

Date: 5/20/2020 COR #: _____

Project Name: Pearl Watson Elem. Phase 3

Contractor Name: Pat Williams Construction

Description of Work: Paint perimeter on court area and key areas, includes prep and profiling of concrete surfaces

General Contractor Direct Costs - Breakdown No. _____ \$ 3,478.00
(See attached breakdown)

Total General Contractor Cost 15 % \$522.00
(General Contract Direct Cost plus OH&P) (Max: 15%)

Subcontractor Cost Breakdowns
(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%)	C Total A+(A X B)
TGLP			%	\$12,900.00
Pat Williams Construction (allowance in project specs)			%	-\$15,000.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total
(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at 10 % \$1,290.00
(Sum column A times General Contractor OH&P rate.) (Max: 10%)

Total Subcontractor Costs
(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal \$18,190.00
(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at 2.0 % \$364.00
(Change Order Subtotal times Performance and Payment Bond rate)

Amount will be ☒ increased ☐ decreased ☐ unchanged by \$3,554.00
(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be ☒ increased ☐ decreased ☐ unchanged by 15
(Attach supporting data such as meteorological reports)

Construction Contract Change Order BREAKDOWN

Breakdown No. _____

Item No. _____

COR No. _____

Date: 5/20/2020

Project Name: Pearl Watson elem. Phase 3

Contractor/Subcontractor Name: Pat Williams Construction

Direct Cost of Work :

A. Labor

	Hourly Wage Rate	Hours	Total Cost
1 Supervision			\$2,655.00
2			
3			
4			
5			
6			
7			
Add Labor Burden @ 31 %			\$823.00

LABOR TOTAL

\$3,478.00

B. Material

	Unit Price	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)				
Add Tax @ N/A %				

MATERIAL TOTAL

C. Equipment

	Unit Rate	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)				
Add Tax @ N/A %				

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

\$3,478.00

**Construction Contract Change Order
BREAKDOWN**

Breakdown No. _____

Item No. _____

COR No. _____

Date: 5/20/2020

Project Name: Pearl Watson elem. Phase 3

Contractor/Subcontractor Name: TGLP

Direct Cost of Work :

A. Labor

	Hourly Wage Rate	Hours	Total Cost
1 See attached proposal			\$12,900.00
2			
3			
4			
5			
6			
7			

Add Labor Burden @ _____ %

LABOR TOTAL

B. Material

	Unit Price	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				

(Copies of invoices may be required.)

Add Tax @ _____ N/A %

MATERIAL TOTAL

C. Equipment

	Unit Rate	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				

(Copies of invoices may be required.)

Add Tax @ _____ N/A %

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

\$12,900.00

PROPOSAL AND CONTRACT

I PARTIES

Contractor: TGLP, Inc.

1938 East Broad St.

Lake Charles, LA 70601

(337) 433-4779 FAX: (337) 433-4386

Louisiana State General Contractor Licenses: Residential: 89792

Owner: Pat Williams Construction

Commercial: 49193

Billing Address:

Job Site if Different than Billing Address Pearl Watson court paint

than Billing Address

Phone:

Fax:

Lake Charles, La.

II PROPOSAL

Date: May 19, 2020

Proposal Number: 4397002

Contractor hereby proposes to perform all labor and to furnish all materials and equipment necessary to complete the project defined as the installation of the floor covering(s) listed below in a good and workmanlike manner for the agreed upon sum shown below:

III MATERIALS & LABOR

Materials	Unit	Quantity	Price/Unit	Price
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
Material Price:				-
State Sales Tax:				-
City/Parish Sales Tax:				-
Total Material Price:				-
Shipping & Handling (minimum is \$30.00 on special orders):				-
Labor/Services	Unit	Quantity	Price/Unit	Price
Paint perimeter on court area and key areas			-	-
in S. W. CL RTP SB SLR gray and black			-	-
includes concrete prep and profiling of surfaces			-	-
all materials and labor	1	1	12,900.00	12,900.00
			-	-
			-	-
			-	-
			-	-
Labor:				12,900.00
Total Labor, S & H and Material Price:				\$ 12,900.00

IV PAYMENT

The Contract Price shall be paid to Contractor by Owner on the following terms:

Please make check payable to: TGLP, Inc.

One-Half upon signing \$ -

Balance upon completion: \$ 12,900.00

Check

No:

Date:

Check

No:

Date:

RESPECTFULLY SUBMITTED,

Greg Richardson

TGLP, Inc.

Date

OWNER'S ACCEPTANCE

The above proposal is hereby accepted by Owner and Owner agrees to the terms thereof, including the project as defined and the Contract Price and the terms of payment thereof. This proposal, as signed, constitutes the entire agreement between the parties hereto and cannot be amended or modified except by writing signed by both parties hereto.

Owner's/Authorized Representative's Signature

Date

CHANGE ORDERChange Order No.: 01Date: June 29, 2020Contract Date: June 10, 2020

Project: A.A. Nelson Elementary Restroom Renovations
 1001 Country Club Road
 Lake Charles, LA 70605

Project No.: 2020-14-PCTo: Seth Priola Construction, LLC

You are directed to make the following change in this contract:
 (Attach Itemized Breakdown)

The Original Contract Sum	<u>\$225,700.00</u>
Net Change By Previous Change Order	<u>\$0.00</u>
Contract Sum Prior to this Change Order	<u>\$225,700.00</u>
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	<u>\$5,170.00</u>
New Contract Sum including this Change Order	<u>\$230,870.00</u>
Contract Time will be (increased) (decreased) (unchanged) by	<u>10 Calendar Days</u>
Revised Contract Completion Date	<u>October 23, 2020</u>

RECOMMENDED**ACCEPTED****APPROVED**

Brossett Architect, LLC
 (Designer)
 414 Pujo Street
 Lake Charles, LA 70601

Seth Priola Construction
 (Contractor)
 P.O. Box 12728
 Lake Charles, LA 70612

Calcasieu Parish School Board
 (Owner)
 P. O. Box 800
 Lake Charles, LA 70602

By: David BrossettBy: SP

By: _____

Date: 7/1/2020Date: 7-2-20

Date: _____

July 2, 2020

Project: A.A. Nelson Elementary Restroom Renovation
Project No.: 2020-14-PC
RE: Change Order 01 Itemized List

Item No. 1: Cost to remove existing doors and frames 112A and 113A and provide new 14 gauge steel frames and new 1 $\frac{3}{4}$ " 16 gauge insulated steel door is \$5,170.00 and 10 calendar days.

**Construction Contract Change Order
SUMMARY**

Item No. 1
RFI No. (or COR, CPR, etc.) 1
Date: 6/29/2020

Project No. 2020-14-PC
Project Name: AA Nelson Elementary Restroom Renovation

Contractor Name: Seth Priola Construction, LLC

Description of Work: Removal of existng doors and door frames 112A and 113A and provide 14 gauge steel frames.

General Contractor Direct Costs - Breakdown No. 1
(See attached breakdown)

Total General Contractor Cost
(General Contract Direct Cost plus OH&P)

 %
(Max: 15%)

\$ -

\$ -

Subcontractor Cost Breakdowns
(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%)	C Total A+(A X B)
Service Glass & Door Co.		\$2,973.00	%	\$2,973.00
Jones & Associates Development, LLC		\$ 1,300.00	%	\$1,300.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total
(Sum column A) \$ 4,273.00

Subcontractor Direct Costs + Subcontractor OH&P
(Sum column C) \$4,273.00

General Contractor OH&P on Subcontractor Direct Cost at
(Sum column A times General Contractor OH&P rate.) 10 % \$427.30
(Max: 10%)

Total Subcontractor Costs
(Subcontractor Direct Costs + OH&P + General Contractor OH&P) \$4,700.30

Change Order Subtotal
(Sum of Total General Contractor Costs and Total Subcontractor Costs) \$4,700.30

Performance and Payment Bond at
(Change Order Subtotal times Performance and Payment Bond rate) 10 % \$470.03

Amount will be ☒ increased ☐ decreased ☐ unchanged by
(Sum of Change Order Subtotal and Performance and Payment Bond) \$5,170.00

Days will be ☒ increased ☐ decreased ☐ unchanged by
(Attach supporting data such as meteorological reports) 10

**REROOFING AT WESTERN HEIGHTS ELEMENATRY SCHOOL
CALCASIEU PARISH SCHOOL BOARD, DISTRICT #23 – BOND ISSUE**

RECOMMENDATION OF ACCEPTANCE

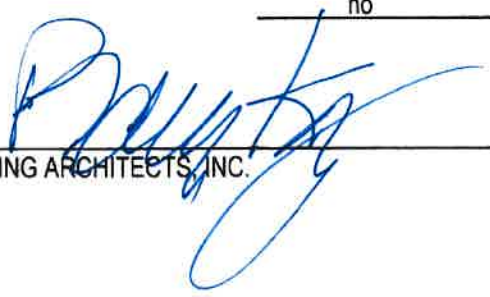
KING ARCHITECTS, INC

SECTION 00 65 19.23

To: Calcasieu Parish School Board
Date: June 23, 2020
Project Name: **REROOFING AT WESTERN HEIGHTS ELEMENTARY SCHOOL**
Project Number: **1619C2**
Designer: KING ARCHITECTS, INC.
Contractor: DAUGHDRILL GENERAL CONTRACTING & ROOFING CO., INC.
Owner: CALCASIEU PARISH SCHOOL BOARD

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: June 23, 2020
CONTRACT DATE OF COMPLETION: July 18, 2020
NUMBERS OF DAYS (Overrun) (Underrun) 25
(As of Acceptance Date):
LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT: \$ 1,000.00
VALUE OF PUNCH LIST (Attach Itemized List): \$ 3,500.00
Was part of project occupied prior to Acceptance: no
PORTION OCCUPIED: Attach Beneficial Occupancy Forms


KING ARCHITECTS, INC.

For Use of Owner
I concur in the Acceptance of this project:

OWNER

KING

ARCHITECTS, INC

PUNCH LIST

Page 1 of 3

PROJECT NAME: Reroofing at Western Heights Elementary School
1100 Elizabeth Street
Westlake, Louisiana 70669

CONTRACT INFORMATION:

Contract For: Roofing
Contract Date: January 7, 2020

OTHER INFORMATION:

Project Number: 1619C2
Punch List Date: June 23, 2020

OWNER:

Calcasieu Parish School Board
PO Box 800
Lake Charles, Louisiana 70602

ARCHITECT:

King Architects, Inc
1312 Sampson Street
Westlake, Louisiana 70669

CONTRACTOR:

Daughdrill General Contracting & Roofing Co., Inc
303 Mims Road
Westlake, Louisiana 70669

IN ATTENDANCE:

Jack Clark - King Architects, Inc
Larry Daughdrill - Daughdrill General Contracting & Roofing Co., Inc
Scott Scheidewind - The Garland Company, Inc

This is the Punch List prepared by the Architect during the inspection held on the above referenced date. All items on this Punch List must be corrected prior to acceptance of the Contract.

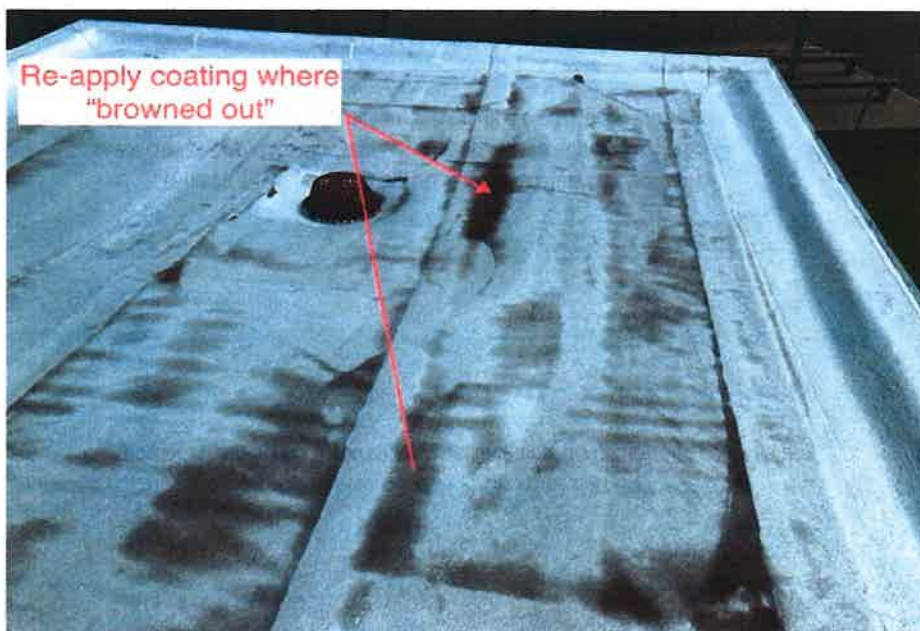
ITEM NUMBER	LOCATION	DESCRIPTION OF CORRECTIVE ITEMS	COST ESTIMATE
1		Rework panel lap so both panels "nestle" tightly.	
2		Apply additional cost of non-fiberglassed aluminum to "browned out" areas. Primarily two small roof areas on the East side of the campus.	

\$3,500.00

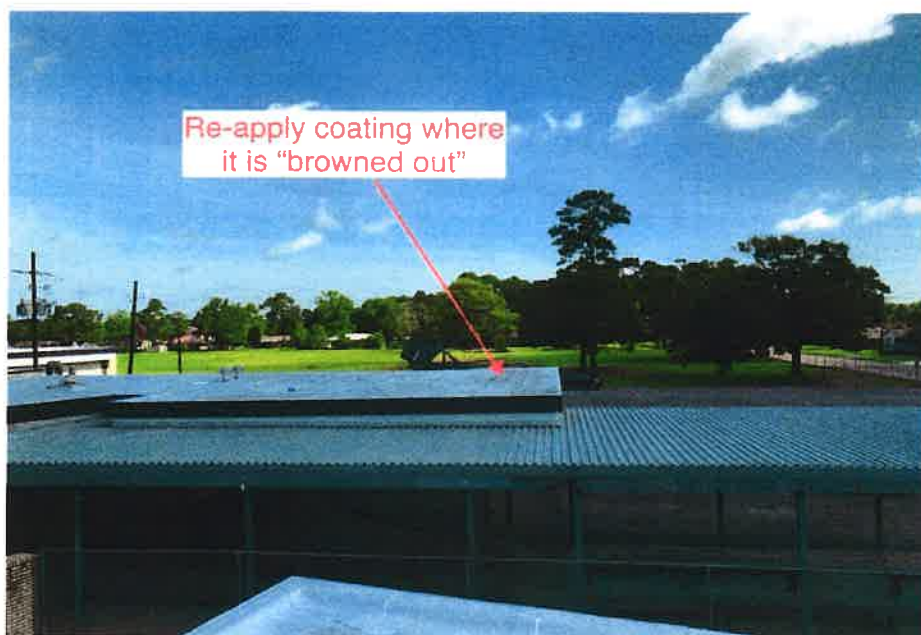
See attached photographic documentation of items noted during the inspection.



Item #1



Item #2



Item #2

**REROOFING AT WESTWOOD ELEMENATRY SCHOOL
CALCASIEU PARISH SCHOOL BOARD, DISTRICT #23 – BOND ISSUE**

RECOMMENDATION OF ACCEPTANCE

KING ARCHITECTS, INC

SECTION 00 65 19.23

To: Calcasieu Parish School Board
Date: June 23, 2020
Project Name: **REROOFING AT WESTWOOD ELEMENTARY SCHOOL**
Project Number: **1619D2**
Designer: KING ARCHITECTS, INC.
Contractor: DAUGHDRILL GENERAL CONTRACTING & ROOFING CO., INC.
Owner: CALCASIEU PARISH SCHOOL BOARD

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: June 23, 2020
CONTRACT DATE OF COMPLETION: June 25, 2020
NUMBERS OF DAYS (Overrun) (Underrun) 2
(As of Acceptance Date):
LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT: \$ 1,000.00
VALUE OF PUNCH LIST *(Attach Itemized List)*: \$ 4,500.00
Was part of project occupied prior to Acceptance: no
PORTION OCCUPIED: Attach Beneficial Occupancy Forms



KING ARCHITECTS, INC.

For Use of Owner
I concur in the Acceptance of this project:

OWNER

KING

ARCHITECTS, INC

PUNCH LIST

Page 1 of 4

PROJECT NAME: Reroofing at Westwood Elementary School
1900 Sampson Street
Westlake, Louisiana 70669

CONTRACT INFORMATION:

Contract For: Roofing
Contract Date: January 17, 2020

OTHER INFORMATION:

Project Number: 1619D2
Punch List Date: June 23, 2020

OWNER:

Calcasieu Parish School Board
PO Box 800
Lake Charles, Louisiana 70602

ARCHITECT:

King Architects, Inc
1312 Sampson Street
Westlake, Louisiana 70669

CONTRACTOR:

Daughdrill General Contracting & Roofing Co., Inc
303 Mims Road
Westlake, Louisiana 70669

IN ATTENDANCE:

Jack Clark - King Architects, Inc
Larry Daughdrill - Daughdrill General Contracting & Roofing Co., Inc
Scott Scheidewind - The Garland Company, Inc

This is the Punch List prepared by the Architect during the inspection held on the above referenced date. All items on this Punch List must be corrected prior to acceptance of the Contract.

ITEM NUMBER	LOCATION	DESCRIPTION OF CORRECTIVE ITEMS	COST ESTIMATE
1		Install two additional downspouts where noted during walk through.	
2		Extend downspout to sub surface drainage.	
3		Remove abandoned PVC condensate line.	
4		Cut abandoned conduit, remove and install cap over pitch pan.	
5		Seal loose laps at perimeter of roof area.	
6		Fabricate and install counterflashing at canopy roof area.	

\$4,500.00

See attached photographic documentation of items noted during the inspection.



Item #1



Item #2



Item #3



Item #4



Item #5



Item #6

**REROOFING AT WESTLAKE HIGH SCHOOL
CALCASIEU PARISH SCHOOL BOARD, DISTRICT #23 – BOND ISSUE**

RECOMMENDATION OF ACCEPTANCE

KING ARCHITECTS, INC

SECTION 00 65 19.23

To: Calcasieu Parish School Board
Date: June 23, 2020
Project Name: **REROOFING AT WESTLAKE HIGH SCHOOL**
Project Number: **1619A6**
Designer: KING ARCHITECTS, INC.
Contractor: DAUGHDRILL GENERAL CONTRACTING & ROOFING CO., INC.
Owner: CALCASIEU PARISH SCHOOL BOARD

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: June 23, 2020
CONTRACT DATE OF COMPLETION: June 1, 2020
NUMBERS OF DAYS (Overrun) (Underrun) 22
(As of Acceptance Date):
LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT: \$ 1,000.00
VALUE OF PUNCH LIST (Attach Itemized List): \$ 0.00
Was part of project occupied prior to Acceptance: no
PORTION OCCUPIED: Attach Beneficial Occupancy Forms



KING ARCHITECTS, INC.

For Use of Owner
I concur in the Acceptance of this project:

OWNER

KING

ARCHITECTS, INC

PUNCH LIST

Page 1 of 1

PROJECT NAME: Reroofing at Westlake High School
1000 Garden Drive
Westlake, Louisiana 70669

CONTRACT INFORMATION:

Contract For: Roofing
Contract Date: October 29, 2019

OTHER INFORMATION:

Project Number: 1619A6
Punch List Date: June 23, 2020

OWNER:

Calcasieu Parish School Board
PO Box 800
Lake Charles, Louisiana 70602

ARCHITECT:

King Architects, Inc
1312 Sampson Street
Westlake, Louisiana 70669

CONTRACTOR:

Daughdrill General Contracting & Roofing Co., Inc
303 Mims Road
Westlake, Louisiana 70669

IN ATTENDANCE:

Jack Clark - King Architects, Inc
Larry Daughdrill - Daughdrill General Contracting & Roofing Co., Inc
Scott Scheidewind - The Garland Company, Inc

This is the Punch List prepared by the Architect during the inspection held on the above referenced date. All items on this Punch List must be corrected prior to acceptance of the Contract.

ITEM NUMBER	LOCATION	DESCRIPTION OF CORRECTIVE ITEMS	COST ESTIMATE
----------------	----------	---------------------------------	---------------

1

(No items noted during the walk through.)

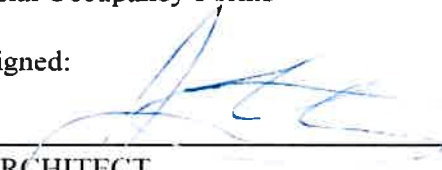
\$0.00

RECOMMENDATION OF ACCEPTANCETO: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615DATE: 6/22/2020PROJECT NO: 082019PROJECT NAME: Pearl Watson Phase 3, Interior Improvements, 1300 Fifth Street,Lake Charles, LA 70601DESIGNER: Griggs Mitchell and Assoc. Architecture, LLC, 949 Ryan Street, Lake Charles, LA 70601CONTRACTOR: Pat Williams Construction, LLC1321 Hodges Street, Lake Charles, LA 70601OWNER: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: 6/22/20CONTRACT DATE OF COMPLETION: 6/22/2020NUMBER OF DAYS: (Overrun) (Underrun) (As of Acceptance Date): 0LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACTS: \$ 500.00VALUE OF PUNCH LIST: (Attach Itemized List) \$ 1,500.00Was part of project occupied prior to Acceptance: YesPORTION OCCUPIED: Attach Beneficial Occupancy Forms

Signed:



ARCHITECT

For Use of Owner

I concur in the Acceptance of this project:

Signed:

OWNER

Recommendation of Acceptance



Punch List

PEARL WATSON PHASE 3 PUNCHLIST

Date: 6/22/20		Inspected by: Trenton Mays		Revised N/A	
Time: 8:00 AM				Time: N/A	
Exterior		Qty.	Item or discrepancy	Anticipated Completion date	Value
				Completed	
Interior - Gymnasium	3		Bleachers Motors	7-1-2020	\$1,500.00
				Total Punch List Value	\$1,500.00

RECOMMENDATION OF ACCEPTANCETO: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615DATE: 6/22/2020PROJECT NO: 042019PROJECT NAME: Ralph Wilson Phase 3 Interior Improvements
1400 Opelousas Street,
Lake Charles, LA 70601DESIGNER: Griggs Mitchell and Assoc. Architecture, LLC, 949 Ryan Street, Lake Charles, LA 70601CONTRACTOR: Pat Williams Construction, LLC
1321 Hodges Street, Lake Charles, LA 70601OWNER: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: 6/22/2020CONTRACT DATE OF COMPLETION: 6/22/2020NUMBER OF DAYS: (Overrun) (Underrun) (As of Acceptance Date): 0LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACTS: \$ 500.00VALUE OF PUNCH LIST: (Attach Itemized List) \$ 0.00Was part of project occupied prior to Acceptance: YesPORTION OCCUPIED: Attach Beneficial Occupancy FormsSigned: ARCHITECT

For Use of Owner

I concur in the Acceptance of this project:

Signed: _____

OWNER

Recommendation of Acceptance



Punch List

RALPH WILSON PHASE 3 PUNCHLIST

Date: 6/22/20	Inspected by: Trenton Mays	Revised N/A			
Time: 10:30 AM		Time: N/A			
		Anticipated Completion date	Value	Completed	
Interior	1 None		\$0.00		
		Total Punch List Value	\$0.00		

CHANGE ORDER

Change Order No.: Two (2)
 Date: July 2, 2020
 Contract Date: July 10, 2019
 Work Order Date: July 29, 2019
 Project: A/C SYSTEMS UPGRADES TO NORTH TWO-STORY BUILDING
2017 ALL DISTRICTS CAPITAL PROJECTS FUND
W.W. Lewis Middle SCHOOL
Calcasieu Parish School Board
 Project No.: 2019-06PC
 To: Seth Priola Construction, LLC

You are directed to make the following change in this contract:
 (Attach Itemized Breakdown)

The Original Contract Sum	\$847,000.00
Net Change by Previous Change Order	\$0.00
Contract Sum Prior to This Change Order	\$847,000.00
Contract Sum will be <u>Increased</u> by this Change Order	\$ 28,130.00
New Contract Sum Including This Change Order	\$875,130.00
Contract Time Will Be <u>Increased</u> By	15 Days
Revised Contract Completion Date	August 15, 2020

RECOMMENDED

Ellender Architects &
 Associates, LLC
 (Designer)

1521 Cypress Street
Sulphur, LA 70663

By: Scott Mamino

Date: 7.7.2020

ACCEPTED

Seth Priola
 Construction, LLC
 (Contractor)

P.O. Box 12728
Lake Charles, LA 70612

By: [Signature]

Date: 7.6.20

APPROVED

Calcasieu Parish
 School Board
 (Owner)

P.O. Box 800
Lake Charles, LA 70602

By: _____

Date: _____

ELLENDER Architects & Associates, LLC



A/C SYSTEMS UPGRADES TO NORTH TWO-STORY BUILDING W. W. LEWIS MIDDLE SCHOOL

E. J. Ellender, AIA, NCARB

Chas L. Moore, AIA

Scott Manino, EI

Mary M. Ellender, IDI

2017 ALL DISTRICTS CAPITAL PROJECTS FUND

Change Order #2 - Itemization

July 2, 2020

Item 1: VCT Flooring

Contractor to provide and install moisture vapor barrier system, new vinyl composition tile flooring with floor patch as specified, and 4" high rubber wall base in Lab Classroom 114 and Workroom 114A, Lab Classroom 115, and Lab Classroom 116 and Workroom 116A.

ADD..... \$ 33,836.00

Item 2: Asbestos Abatement Repairs to Finishes

Contractor to perform damage repairs to room finishes including gypsum board walls and ductwork register finishes incurred during floor abatement including nine (9) painted wood door frames and six (6) painted wood doors

ADD..... \$ 3,732.42

Item 3: Contingency – Outside Air Fan & Ductwork for Classroom 110 **

Contractor to provide and install an outside fresh air fan and associated ductwork, including rooftop hoods for Classroom 110. Unforeseen building structural

ADD \$6,998.00

Item 4: Contingency – Wall Mount Pipe Hoods **

Contractor to provide and install ten (10) stainless steel wall mount hoods to protect pipe penetrations.

ADD \$2,077.00

Item 5: Contingency – Stainless Steel Unistrut Straps for Outdoor Units **

Contractor to provide and install stainless steel Unistrut straps to secure outdoor condensing units to rooftop box curbs. Fabricated to eliminate curb penetrations and maintain waterproofing integrity of box curbs.

ADD \$ 3,979.00

1521 Cypress Street
Sulphur, Louisiana 70663
(337) 527-3603
(337) 527-8318 Fax
email: ellenderllc@bellsouth.net

Item 6: Contingency – Bottom Trim for Indoor A/C Units **

Contractor to provide and install 24-gauge prefinished bottom perimeter trim to close opening at finished floor.

ADD\$ 2,375.58

Item 7: Contingency – VCT Floor Tile Replacement, Corner Guards, and New Exterior Doors **

Contractor to provide and install two (2) new exterior doors and associated hardware to replace deteriorated units. Contractor to provide and install additional areas of new vinyl composition floor tile (VCT) around the existing island cabinetwork. Contractor to provide and install fourteen (14) corner guards to protect wall construction.

ADD\$ 7,836.00

Item 8: Contingency – Modifications to Existing Cabinetwork **

Contractor to provide and install modifications to existing cabinetwork where existing hot water boiler piping was removed. Provided additional lower cabinet storage space for students.

ADD\$ 2,296.00

Total\$ 63,130.00

Less Contingency Allowance ** as per Specifications (\$ 35,000.00)

Total This Change Order #2.....ADD \$ 28,130.00

Add Fifteen (15) Calendar Days

CHANGE ORDER

Change Order No.: 04
 Date: July 7, 2020
 Contract Date: July 1, 2019

Project: **Classroom Pods – Phase 11
 Riverboat & 50 Million Capital Fund Project Allocation
 For Calcasieu Parish School Board**

Project No.: **CPSB Project No. 2019-06PC
 Champeaux Evans Hotard - Project No. 1805**

To: **Keiland Construction, L.L.C.
 600 Bayou Pines East, Suite G
 Lake Charles, LA 70601**

You are directed to make the following change in this Contract:
 (Attach Itemized Breakdown)

The Original Contract Sum	\$8,155,000.00
Net Change by Previous Change Order	<u>\$192,786.22</u>
Contract Sum Prior to this Change Order	\$8,347,786.22
Contract Sum will be increased by this Change Order	<u>\$30,822.00</u>
New Contract Sum Including this Change Order	\$8,378,608.22

Contract Time will be **increased** by: **3 days**
 Revised Contract Completion Date: **February 7, 2021**

RECOMMENDED

**Champeaux Evans
 Hotard, APAC
 (ARCHITECT)**

**702 Dr. Michael DeBakey Dr.
 Lake Charles, LA 70601
 70602**

By: 

Dated: 7.7.2020

ACCEPTED

**Keiland Construction, L.L.C.
 (CONTRACTOR)**

**600 Bayou Pines East, Suite G
 Iowa, LA 70647**

By: _____

Dated: _____

APPROVED

**Calcasieu Parish
 School Board
 (OWNER)**

**P. O. Box 800
 Lake Charles, LA**

By: _____

Dated: _____



Date: **July 7, 2020**

To: **Calcasieu Parish School Board
Planning & Construction Department**

Attn.: **Harold Heath, Construction Manager**

From: **Champeaux Evans Hotard, APAC
Brad Evans**

Re: **CEH Project # 1805
Classroom Pods - Phase 11
Riverboat & 50 Million Capital Find Project Allocation
For Calcasieu Parish School Board**

Change Order No. 4 – Recap

www.champeaux.biz

Change Order Request No.18

Kaufman Elementary School – Replace (1) existing water heater in the existing school, serving the existing Library, New Faculty Restroom, and New Janitor Room, found to be rusted and leaking. Install new 40 gallon electric water heater, stand, emergency drain pan, and associated piping, in accordance with current code requirements.

Amount Requested:	ADD	\$867.00
Days Requested:		0 days

Change Order Request No. 19 Revised

Kaufman Elementary School – As requested by the Owner, convert one existing classroom into a new computer lab. Provide additional power and data as required to accommodate 24 computer workstations, modify and relocate existing casework, visual display boards, smart board, patch and repaint walls, etc., as required. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$29,955.00
Days Requested:		3 days

**Total Contract Amount modification recommended
for Change Order No. 4**

ADD \$30,822.00

**Total Contract Time modification recommended
for Change Order No. 4**

ADD 3 days

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Abshire, Evan	Teacher	RISE Program	5/22/2020	Personal Reasons
Blanchette, Kimberly	Custodian	RW Vincent	7/9/2020	Accepted other employment
Brignac, Cheryl	Teacher	JD Clifton	5/22/2020	Relocation
Cupit, Roberts	Teacher	FK White	5/22/2020	Accepted other employment
Daigle, Larry	Janitor	Moss Bluff Middle	6/30/2020	Personal Reasons
Danican, Alexia	Teacher	Gillis Elementary	5/22/2020	Relocation
Douglas, John	Teacher	WW Lewis	5/30/2020	Personal Reasons
Elliott, Kelli	Teacher	Western Heights Elementary	6/8/2020	Personal Reasons
Esprey, Jr, Kenneth	Teacher	Vinton Elementary	5/22/2020	Personal Reasons
Faurens, Elsa	Teacher	Prien Lake Elementary	5/22/2020	Relocation
Ferragut-Oterino, Lucia	Teacher	Oak Park Elementary	5/22/2020	Relocation
Ferro, Mylissa	Teacher	St. John Elementary	5/22/2020	Relocation
Fincke, Andrew	Paraprofessional	Moss Bluff Middle	5/22/2020	Personal Reasons
Gomez-Rodriguez, Juan	Teacher	Oak Park Middle	5/22/2020	Personal Reasons
Gordon, Theresa	Teacher	Brenda Hunter Headstart	5/22/2020	Accepted other employment
Grigg, Janet	Teacher	Molo Middle	6/9/2020	Personal Reasons
Hedrick, Carlin	Teacher	FK White	5/22/2020	Accepted other employment
Hennigan, Alex	Teacher	Fairview	6/9/2020	Relocation
James, Jalen	Teacher	FK White	5/22/2020	Personal Reasons
Judge, Tyra	Clerk	JD Clifton	5/22/2020	Personal Reasons
Kaspar, David	Claims Adjuster	Risk Management	7/9/2020	Accepted other employment

Knight, Eric	Bus Driver	Fairview	6/5/2020	Personal Reasons
LeBert, Mika	Teacher	Nelson Elementary	6/8/2020	Relocation
LeJeune, Donald	Paraprofessional	CPAS EAST	6/9/2020	Relocation
Lewis, Amanda	Teacher	Frasch	5/22/2020	Relocation
Lewis, Inmon	Teacher	Sulphur High	6/1/2020	Accepted other employment
Lirette, Lauren	Teacher	DeQuincy Middle	6/5/2020	Personal Reasons
Manuel, Marilyn	Teacher	Barbe High	8/1/2020	Relocation
Marcantel, Norma	Teacher	J I Watson	6/19/2020	Relocation
Martin, Elena	Teacher	Oak Park Elementary	7/31/2020	Relocation
Moore, Christopher	Teacher	DeQuincy Middle	5/31/2020	Relocation
Moreno, Alexandra	Teacher	Brentwood Elementary	5/22/2020	Personal Reasons
Moses, Kenyonna	Teacher	JD Clifton	7/2/2020	Personal Reasons
O'Quinn, Erica	Teacher	Maplewood Elementary	5/22/2020	Personal Reasons
Phillips, Brittany	Paraprofessional	Positive Connections	6/1/2020	Personal Reasons
Poole, Denee'	Teacher	Combres Fondel	5/22/2020	Relocation
Qui, Crosby	Teacher	FK White	5/22/2020	Relocation
Reed, Daren	Teacher	J I Watson	6/24/2020	Personal Reasons
Rinehart, Lexi	Teacher	Frasch	5/22/2020	Relocation
Schmidt, Taylor	Teacher	F K White	5/22/2020	Relocation
Semien, Jada	Speech Pathologist	Dequincy Elementary	7/31/2020	Accepted other employment
Shaw, Kristie	Teacher	Maplewood Elementary	5/22/2020	Relocation
Simpson, Terri	Teacher	Maplewood Middle	5/22/2020	Relocation
Singletary, Megan	Teacher	St. John Elementary	6/5/2020	Relocation

Suarez, Tamara	Teacher	Sulphur High	5/22/2020	Relocation
Tate, Amy	Teacher	S P Arnett	5/22/2020	Relocation
Valentin, Elodie	Teacher	Henry Heights Elementary	5/22/2020	Relocation
Valentin, Yannick	Teacher	Henry Heights Elementary	5/22/2020	Relocation
Vincent, Tina	Cafeteria Technician	Sulphur High	5/22/2020	Personal Reasons
Wainwright, Gabrielle	Teacher	Kaufman	6/19/2020	Accepted other employment
Werner, Kaylee	Title 1 Tutor	Moss Bluff Elementary	5/22/2020	Relocation
Wiggs, Morgan	Teacher	Sam Houston High	7/2/2020	Relocation
Williams, Raemontrinique	Teacher	JD Clifton	5/22/2020	Relocation
RETIREMENT				
Brooks, Donna	Teacher	DeQuincy Elementary	05/22/20	
Broussard, Janice	Paraprofessional	J I Watson	05/22/20	
Brown, Nina Jill	Teacher	Frasch Elementary	05/22/20	
Carroll, Lenore	Teacher	Maplewood Elementary	05/22/20	
Clarence, Patricia	Teacher	Washington Marion	08/10/20	
Cormier, Kathryn	Bus Driver	T S Cooley	06/02/20	
Dronet, Elizabeth	Counselor	Gillis Elementary	08/31/20	
Eakin, Sarah Jane	Teacher	Brentwood Elementary	10/09/20	
Fournier, Kayla	Teacher	Westwood Elementary	05/22/20	
John, Mark	Teacher	LeBlanc Middle	08/13/20	
Klein, Lena	Teacher	JJ Johnson Elementary	05/22/20	
Lanier, Mary	Librarian	TS Cooley	05/22/20	
Lavergne, Sondra	Paraprofessional	S J Welsh	5/22/2020	

LeBert, Samantha	Janitor	Kaufman Elementary	06/30/20	
McElveen, Teena	Program Facilitator	LCB Academy	06/19/20	
Murphy, Melissa	Secretary	Iowa High	5/22/2020	
Smith, Carol	Teacher	Sulphur High	07/31/20	
Stephens, Anthony	Asst Principal	S J Welsh	06/16/20	
Truax, Leslie	Teacher	Sam Houston High	05/22/20	
Washington, Garry	Sweeper	Maplewood Elementary	06/30/20	
MATERNITY LEAVE				Due Date:
Armentor, Lacey	Teacher	St John Elementary	08/07/2020-01/04/2021	8/23/2020
Jones, Hannah	Teacher	S P Arnett	08/26/2020-10/07/2020[C]	8/26/2020
Russell, Courtney	Teacher	S J Welsh	08/07/2020-10/12/2020[B]	7/27/2020
MEDICAL SABBATICAL				
Fontenot, Amber	Teacher	St John Elementary	Fall Semester (Aug-Dec)	
Lorenz, Amy	Teacher	DeQuincy Middle	Fall Semester (Aug-May)	
McBride, Jenett	Teacher	Henry Heights	Fall Semester (Aug-May)	
Welch, Jennifer	Teacher	Henry Heights	Fall Semester (Aug-Dec)	
LEAVE WITHOUT PAY				
Rigmaiden, Arlene	Clerk	College Oaks Elementary	8/1/2020 05/28/2021	Personal Reasons
WAIVE ACT 175				
Comeaux, Mary	Teacher	J I Watson	05/22/20	Personal Reasons

APPROVED 7/02/2020

