

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, May 11, 2021

- 1. Prayer and Pledge of Allegiance**— Annette Ballard
- 2. Roll Call**
- 3. Approval of Minutes**
 - A. April 13, 2021
- 4. Presentations**
 - A. Teachers of the Year/Owen Clanton/Middle School Administrative Director
 - B. Principals of the Year/Robert Pete/High School Administrative Director
- 5. Superintendent's Report**
(Notice of Intent to call fall election)
- 6. Executive Session**
(None)
- 7. Take Appropriate Action on Executive Session**
(None)
- 8. Committee Reports**
(None)
- 9. Take Appropriate Action**
 - A. Consideration of Cooperative Endeavor Agreement between CPSB/CPPJ for Summer Food Service Program
 - B. Consideration of ITEP #20210146 -BioLab (Evaluation will be provided at meeting)
 - C. Consideration of ITEP #20180238 – LACC, LLC (Evaluation will be provided at meeting)
 - D. Consideration of Cooperative Endeavor Agreement with the State of Louisiana/Act 1

- E. Consideration of Cooperative Endeavor Agreement with the State of Louisiana/act 45
- F. Approval of Calcasieu Parish School Board Head Start Program COLA Grant Application
- G. Consideration of 2021-2023 Performance Contract Renewals
- H. Consideration of purchase of land south of Moss Bluff Elementary

10. Bid Reports

- A. Bid 2022-07 – Copy Paper/General Funds
- B. BID 2022-08 – Food and Supplies/Food Services Funds
- C. BID 2022-19 – Fresh Produce/Food Services Funds
- D. BID 2022-09 – Waste Disposal/General Funds
- E. RFP 2022-24 – Uniform Rental and Laundry Service/General Funds

11. Hurricane Bid Reports for Ratification

- A. Repairs to Tax Office/Lake Area Electrical and Technical Services, LLC. \$/107,000.00
- B. Fencing Repairs at Vinton Elementary, Vinton Middle, and Vinton High Schools/Construction Management Enterprises, LLC. /\$50,348.75.
- C. Oak Park Elementary Kitchen and Misc. Mechanical Repairs Package/Dunhill Development and Construction/\$464,000.00.
- D. Oak Park Elementary PODS, Library, and Sitework Package/Dunhill Development and Construction/\$569,000.
- E. Oak Park Middle Pod and Sitework Package/Dunhill Development and Construction/\$565,000.00.
- F. Westlake High School Fencing Repairs/Reject all bids-Budget
- G. S.P. Arnett Middle, Western Heights Elementary, Westwood Elementary Fencing Repairs/Reject all bids-Budget
- H. Barbe Elementary, Prien Lake Elementary, CPAS East, C&I Building, Assessment Building Fence Replacement and Site Clearing/HD Truck and Tractor, LLC./\$710,000.00.
- I. W.W. Lewis Middle School damages/Dynamic Group, LLC./\$17,600.000.
- J. LeBlanc Middle School/Dynamic Group, LLC/\$6,087,849.87
- K. DeQuincy Sports Lighting Repairs/Geosport Lighting Systems/\$890,000.
- L. Gillis Elementary, Moss Bluff Elementary, Moss Bluff Middle, Sam Houston High Building and Site Repairs/Excel Contractors, LLC./\$8,202,108.00.
- M. Fairview Elementary, J.F. Kennedy Elementary, Pearl Watson Elementary/ Dunhill Development and Construction/\$8,600,000/Reject bid- Budget/Single id
- N. F.K. White Middle Roofing/Dunhill Development and Construction/\$7,800,000/Reject bid-Budget/Single bid
- O. Brentwood Elementary and Henry Heights Elementary Damages Restoration/Cotton Holdings, Inc./\$1,375,480.
- P. Tech Center and Tech Operations Repairs/Cuzan Services, LLC/\$1,229,150

12. Permission to Advertise

- A. Phase 3 Improvements – Classroom addition to existing pod/Molo Middle School/District #31 Bond Funds
- B. Sam Houston High School Baseball and Softball Fields/ Improvements/Sales Tax

- District #3 Funds and Partner Donations
C. Band Instruments for multiple sites/General Funds

13. Correspondence

- A. Beneficial Occupancy/Phase 2 Restroom Renovations at Barbe High School/ \$50 Million Allocation Funds.
- B. Change Order Number Seven (07) for the Project, "Classroom Pods-Phase 11," Riverboat and \$50 Million Allocation Funds; Champeaux, Evans, Hotard, APAC, Architect; Keiland Construction, LLC., Contractor; *Decrease* of \$5,092.50 and *Increase* of Seventy-Six (76) days.
- C. Change Order Number One (1) for the Project, "Renovations to Westlake High School Girls' Softball Field," District #23 Funds; Barry King, AIA, Architect; Charles Dawson GeoSurfaces, Inc., Contractor; *Decrease* of \$363,000.
- D. Recommendation of Acceptance for the Project, "Classroom Pods-Phase 11,"

14. Condolence/Recognition

15. Schedule Committees

May 27, 2021.....Thursday, 5:00 p.m./ Budget Committee
June 22, 2021..... Tuesday, 5:00 p.m./A&P Committee

16. Adjourn Meeting

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, April 13, 2021, at 5:00 p.m.

The meeting was called to order by Billy Breaux, President. The prayer was led by Desmond Wallace and the pledge by Annette Ballard.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Mack Dellafosse, Fred Hardy, Annette Ballard, John Duhon, Russell Castille, Glenda Gay, Aaron Natali, Eric Tarver, Alvin Smith, Damon Hardesty, Dean Roberts, Desmond Wallace, and Billy Breaux. Mark Young arrived after the roll was called.

Absent: Bliss Bujard

APPROVAL OF MINUTES

On a motion to approve the Minutes of March 9, 2021 by Mr. Dellafosse and a second by Mr. Smith, the motion carried on a unanimous vote. Mr. Wallace asked that his request for ESSER Fund information at the last board meeting be recorded.

PRESENTATIONS

A. Recognition of life saving efforts conducted at Barbe High School/Sam Houston High School baseball game:

James Rasberry/LCMH

Captain Jameson Welch/Lake Charles Fire Department

Firefighter Josh Abshire/Lake Charles Fire Department

Firefighter Ryan McCorquodale/Lake Charles Fire Department

(Parent) Blaine Stevens/Employee of Acadian Ambulance

Dr. Brett Cascio (Not able to attend)

B. Teachers of the Year/Owen Clanton/Middle School Administrative Director (Postponed until May meeting)

C. 2020 Congressional Art Competition Winner- Adisyn Estes, Sam Houston High School/Tony McCardle, Director, Career and Technical Education/

D. LSBA Video Contest Winners, Sulphur High School, Represented by Pam Dixon and Libby Turner/Dr. Janet Pope, LSBA Executive Director, Presenter

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. You have each received the monthly Head Start report:

Program Governance

- Policy Council meeting was held on March 15, 2021. The following items were approved:
 - ✓ February's Policy Council Minutes
 - ✓ February's Director's Report
 - ✓ February's Attendance Report
 - ✓ February's Financial Report
 - ✓ 2021-2022 Eligibility Criteria
 - ✓ 2021-2022 Head Start Graduation date, time, and venue

Program Operations

- Enrollment – 369
-

2. You received your population report in your packet, with the most current information as of March 31, 2021.

3. I would like to report our March, 2021, sales tax numbers for our general fund which show collections at \$2,901,033 or 28.9 % above budget for the 9th month of the 2020-2021 school year.

- Collections are \$1,787,011 or 16.0 % above collections for the same month last year.
- Collections after nine months of 2020-2021 are \$16,953,616 or 16.0 % above budget and \$7,405,434 or 6.4 % above the same period last year.

4. Hurricane Information is provided at your seating area. We will have summer and detailed reports given periodically, please ask me if you would like in the off months.

5. Graduation information has been provided for you for the graduations scheduled this May. You will see that several of them will be held at Sulphur High School, though this year not all of them.

6. You have received information regarding the summer sessions planned for our students this summer.

EXECUTIVE SESSION

On a unanimous vote at 5:23 p.m., the Board adjourned into Executive Session on a motion by Mr. Duhon and a second by Mr. Smith. On the same motions, the Board resumed Regular Session at 5:29 p.m.

A. Workers' Compensation Claim #CPSC-003699/Attorney Kyle Beasley

TAKE APPROPRIATE ACTION ON EXECUTIVE SESSION

Mr. Dellafosse offered a motion to approve the settlement of Workers' Compensation Claim #CPSC-003699. Mr. Natali seconded the motion and the motion carried on a unanimous vote.

COMMITTEE REPORTS

A. Budget Committee/March 23, 2021/Annette Ballard, *Chair*

Mrs. Ballard gave the following report:

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Monday, March 23, 2021, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer and pledge were led by Desmond Wallace. A quorum was present.

Present: Annette Ballard - Chair, committee members Desmond Wallace, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fred Hardy, Dean Roberts, Alvin Smith, Eric Tarver, and Wilfred Bourne – Secretary. Other Board member present was Billy Breaux.

Absent: Bliss Bujard and Aaron Natali

Mrs. Ballard called the meeting to order.

Mr. Bourne presented the first item on the agenda – 2020-2021 General Fund Budget revision #1 includes Revenues and Other Sources of Funds of \$331,398,998, an decrease of \$231,699, and Expenditures and Other Uses of Funds of \$361,160,327, an increase of \$22,674,458, over the original budget. General Fund budget revision #1 projects a current deficit of \$29,761,329 resulting in an unassigned fund balance of \$1,821,536 or 0.55% of projected revenues.

On a motion by Mr. Roberts seconded by Mr. Duhon it was recommended that General Fund Budget Revision #1 for 2020-2021 be approved as presented. The motion passed.

On behalf of the committee, Mrs. Ballard offered a motion to approve. A second was not needed and the motion carried on a unanimous vote.

Next, Mr. Bourne presented a current Hurricane Spending Report. At this point, the total cost of remediation and permanent repairs is estimated to be \$386,207,615. Payment from our insurance policy limits of \$40 million leaves \$346,207,615 to be covered by CPSB and FEMA. FEMA has declared the first thirty days to be reimbursable at 100% of eligible costs and then 90%-FEMA, 10%-CPSB after that. CPSB's cost share is estimated to be

\$26,805,499. CPSB has incurred two loans; 1st for \$35,000,000 with semi-annual interest only payments for 5 years and a balloon payment of the principal at the end of year 5. It can be paid off after January 2022. The 2nd for \$40,000,000 is structured as a 10-year loan with principal and interest payments and the option to pay off the outstanding balance after year 5.

Interest costs for those two loans will total \$7,711,081 if not paid early.

The total potential out of pocket cost by the CPSB totals \$42,552,808 due to ineligible costs, cost share, and loan financing costs.

Also discussed were general FEMA claim procedural steps. There will be nearly 100 Project Worksheets submitted for reimbursement. The firm of I.C.F. has been engaged to handle that process. This was for information only and did not require a motion for action.

This item was for information only.

Next, Mr. Bourne presented a current update on the status of Pod Project #11. Four of the Pods are completed, Moss Bluff Elementary is 90% completed and Moss Bluff Middle is 75% completed. Both Pods should be ready for occupancy by fall. This was for information only and did not require a motion for action.

This item was for information only.

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: School Audits for S.P. Arnett Middle, Bell City High, J.D. Clifton Elementary, DeQuincy Elementary, DeQuincy High, Gillis Elementary, Iowa High, J.J. Johnson Elementary, M.J. Kaufman Elementary, Sulphur High, Sulphur 9th Grade Campus, Vinton High, Vinton Middle, Washington Marion Magnet High, J.I. Watson Elementary, and Westlake High. Except for Sulphur High and Westlake High, there were no significant deficiencies noted during the reviews. The Sulphur and Westlake significant deficiencies and related school responses were provided to the Committee in a separate report.

On motion by Mr. Breaux, seconded by Mr. Castille, the School Audits were approved as presented.

On behalf of the committee, Mrs. Ballard offered a motion to approve. A second was not needed and the motion carried on a unanimous vote.

Mr. Bourne then discussed and answered questions for the fiscal year 2020 per pupil expenditure analysis for the General Fund. This was presented as information only and did not require any action.

There being no further business to discuss, on motion by Mr. Tarver and seconded Mr. Smith, the committee adjourned the meeting at 5:47 p.m.

TAKE APPROPRIATE ACTION

Mr. Breaux read the following:

A. Approval of agreement with Big Brothers/Big Sisters/Mentoring Services/Mentor U Program

Mr. Dellafosse asked for changes in the Mentoring contract regarding the wording on items 9-11. On a motion to approve by Mr. Dellafosse and a second by Mr. Castille, the amended contract was approved on a unanimous vote, as well as the Mentor U program with CPSB contributing \$25,000, subject to the final agreement being approved by Counsel.

B. Approval of Resolution with LCDA/Re-appointment of Mack Dellafosse to service on LCDA Board

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

This item is available at the end of the document and as a portion of the official Minutes posted at www.cpsb.org.

C. Permission to auction surplus items, May 7th-8th, 2021

An auction of surplus property will be held at the Burton Coliseum on Friday and Saturday, May 7th & May 8th. Pederson & Pederson Auctions, Inc. will conduct the auction that will also include items from many other entities. The preliminary list was provided on the agenda.

Staff recommendation: Declare listed items as surplus and authorize the items to be sold at auction May 7th & 8th.

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

D. Approval of Environmental Protection Agency 2020 Diesel Emissions Reduction Act School Bus Rebates Grant

Grant Title: Environmental Protection Agency's (EPA) 2020 Diesel Emissions Reduction Act (DERA) School Bus Rebates

Funding Authority: United States Environmental Protection Agency

Grant Amount: Maximum of \$200,000; scrap and replace 10 bus(es)

Grant Period: The deadline for submitting purchase order to EPA is extended to **July 7, 2021**. The deadline for submitting scrappage letter, scrappage photos, new bus invoice, new bus proof of delivery, and Payment Request Form is extended to **December 7, 2021**.

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

E. Approval to allow Superintendent to award hurricane related construction contracts

Hurricane repair bids will be opening almost daily over the next several months. Since our Board meets once per month, staff is asking for permission for the following process to move the projects forward as quickly as possible. All change orders will come directly to the Board.

- Superintendent awards project to lowest responsible bidder immediately upon confirmation of architect and project manager.
- Standing monthly agenda item for board to ratify, approve, and confirm the award of the contract for the permanent record; each project will be listed.

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

F. Approval of return to school uniform policy for 2021-2022 school year

Staff Recommendation: Authorize return to official Student Dress Code as listed in Board Policy and Student Code of Conduct effective for the 2021-2022 school year.

Mrs. Ballard, with a second by Mr. Tarver, offered a motion to approve the staff recommendation. Mr. Dellafosse offered an amended motion, seconded by Mr. Duhon, to allow the students to wear appropriate jeans. The amended motion failed on a roll call vote, 10-4.

For: Mr. Dellafosse, Mr. Duhon, Mrs. Gay, Mr. Smith

Against: Mrs. Ballard, Mr. Breaux, Mr. Castille, Mr. Hardesty, Mr. Hardy, Mr. Natali, Mr. Roberts, Mr. Tarver, Mr. Wallace, Mr. Young

The original motion passed on a unanimous vote.

Mr. Breaux asked for a Point of Privilege to introduce and thank Mr. Mickey Smith for his years of dedication working with our music students.

BID REPORTS

Mr. Breaux read the following:

A. BID 2022-01 – JANITORIAL SUPPLIES/General Funds

BID 2022-01 – JANITORIAL SUPPLIES was opened on February 24, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

A+ CHEMICAL

CINTAS
DRAGO SUPPLY
ECONOMICAL JANITORIAL
UNIPAK

BID RESULTS AS FOLLOWS:

A+ CHEMICAL	\$ 96,472.56
ECONOMICAL JANITORIAL	\$ 21,934.47
GENESIS	\$ 8,628.48
MOTION INDUSTRIES	\$ 317.94
HITOUCH	\$ 253.20
HOME DEPOT	\$ 5,520.94
INTERBOTO	\$ 1,361.04
PYRAMID	\$ 1,401.20
SAM TELL	\$ 149.40
SCHNEIDER PAPER	\$ 2,200.00
<i>TOTAL</i>	<i>\$138,239.23</i>

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

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

B. BID 2022-04 – PRE-PACKAGED SCHOOL SUPPLIES – MCKINNEY VENTO

BID 2022-04 – PRE-PACKAGED SCHOOL SUPPLIES – MCKINNEY VENTO was opened on February 24, 2021 @ 11:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

EDUCATIONAL PRODUCTS INC
POSITIVE PROMOTIONS
SCHOOL SPECIALTY
TEACHERS PET

BID RESULTS AS FOLLOWS:

PRE-K – 2 ND GRADE	EDUCATIONAL PRODUCTS INC
3 RD – 5 TH GRADE	EDUCATIONAL PRODUCTS INC
MIDDLE & HIGH SCHOOL	TEACHERS PET
BACKPACKS	HITOUCH
KINDER MATS	EDUCATIONAL PRODUCTS INC
CHAIR BACKS	HITOUCH

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

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

C. BID 2022-05 – SCHOOL UNIFORMS – MCKINNEY VENTO

BID 2022-05 – SCHOOL UNIFORMS – MCKINNEY VENTO was opened on February 24, 2021 @ 11:30 A.M.

BIDS WERE SENT TO THE FOLLOWING:

EDUCATIONAL PRODUCTS INC

JUST PRINT IT

POSITIVE PROMOTIONS

SCHOOL UNIFORM SALE

SURPLUS UNIFORMS

UNIFORMITY LAFAYETTE

WHOLESALE SCHOOL WEAR

BID RESULTS AS FOLLOWS:

POLOS EPI

JACKETS EPI & BACKPACK GEAR

PANTS EPI, BACKPACK GEAR & WHOLESALE

SHORTS EPI & WHOLESALE

PE UNIFORMS EPI

BELTS EE-DEE

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

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

D. BID 2022-06 – GRASS CUTTING SERVICES/General Funds

BID 2022-06 – GRASS CUTTING SERVICES was opened on March 16, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

FRANKS LAWN CARE

GENO DELAFOSSE

LANDSCAPE MANAGEMENT

LOE DESIGN

PREMIER LAWN PROPERTY

SMITH'S LAWN SERVICES

SOUTHERN STYLE SWLA

TITAN SALES

WILSON CLAYTON

BID RESULTS AS FOLLOWS:

GROUPS 1, 2, 5 & 6	SMITHS LAWN SERVICES
GROUP 7	GENO DELAFOSSE
GROUPS 3, 4, 8, 9, & 11	SOUTHERN STYLE SWLA

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

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

E. BID 2022-10 - FIRE ALARM INSPECTIONS/General Funds

BID 2022-10 - FIRE ALARM INSPECTIONS was opened on March 18, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

ALLIED SYSTEMS
FIRE & SAFETY
LOUISIANA SPECIAL SYSTEMS
SYLVAN SPECIAL SYSTEMS

BID RESULTS AS FOLLOWS:

ALLIED SYSTEMS	\$44,820.00 *
FIRE & SAFETY	\$94,157.00
SYLVAN	\$48,060.00

THE STAFF RECOMMENDS AWARDDING ALLIED SYSTEMS AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

F. RFP 2022-12 – SECURITY GUARD SERVICES/General Funds

RFP 2022-12 – SECURITY GUARD SERVICES was opened on March 17, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

LOFTON SECURITY
PHASE 4 SECURITY
VINSON GUARD SERVICES

BID RESULTS AS FOLLOWS:	HOURLY BILLING RATE:
FORCE 1 PROTECTION	\$18.25
GULF COAST SECURITY	\$13.00
LOFTON SECURITY	\$12.96 *

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MACCABEES SECURITY	\$13.00
NATIONAL	\$12.49
VEROZ LLC	\$16.99
VETS SECURING AMERICA	\$19.91

THE STAFF RECOMMENDS AWARDDING LOFTON AS THE MOST RESPONSIBLE RESPONSIVE BIDDER. AFTER REVIEWING ALL SUBMITTALS, LOFTON OFFERED THE BEST EMPLOYEE RETENTION PROGRAM AS WELL AS BEING OUR SECURITY SUPPLIER SINCE 2013

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

G. BID FOR GILLIS NEW POD/Sales Tax District 3

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

DATE: 7-Apr-21

DESCRIPTION:

Gillis Elementary -Improvements- Phase 111 Six Classroom Wing (Pod) & Restroom Addition

FUNDS:

School District #3 Sales Tax Fund

BID NUMBER: 2021-07PC

DESIGNER: Moss Architects , Inc.

CONTRACTOR	BASE BID	ALT. # 1	ALT.#2	ALT. #3
Gunter Construction, Inc.	No Bid			
John D. Myers & Assoc.,Inc.	\$1,748,400.00	\$24,400.00	\$78,000.00	
K & j Development of SWLA LLC	\$1,770,000.00	\$45,000.00	\$77,000.00	
Miller & Assoc.,Inc.	\$1,683,000.00	\$31,100.00	\$65,000.00	
Pat Williams Construction LLC	No bid			
Keiland Construction	\$1,697,000.00	\$52,000.00	\$75,000.00	
Dunhill Development (Central Auction House)	\$1,750,000.00	\$61,000.00	\$70,000.00	

The Committee recommends award of the contract to: Miller & Associates, Inc.

One Million Seven Hundred Seventy -Nine Thousand One Hundred Dollars and No/100

BASE BID & ALERTERNATE #1 , IN THE AMOUNT OF:

Base Bid and Alternate #1 in the amount of : \$1,779,100.00

as the lowest qualified bidder meeting specifications.
DESCRIPTION OF ALTERNATES:

Alt.#1

Provide new concrete walkway with cover
where indicated on plans

Alt.#2

Provide additional campus
wide security alarm upgrade

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

H. Hurricane Repairs –

1. LaGrange, T&I Center Building, and Site Repairs
2. Fence Repairs at E.K. Key, W.W. Lewis, LeBlanc, Jake Drost, and Pupil Appraisal

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

These items are available at the end of this document and as a portion of the official Minutes posted at www.cpsb.org.

PERMISSION TO ADVERTISE

Mr. Breaux read the following:

A. Permission for RFP (Request for Proposals) for Post Hurricane Remediation Contracts

Board Memo:

While we are in the midst of the recovery process for Hurricanes Laura and Delta, we must also plan for the upcoming hurricane season that begins in a few months. FEMA requires that all procurements are reasonable and competitive. Staff is requesting permission to issue requests for proposals for:

Disaster Response, Mitigation, and Recovery Services

Other consulting as needed:

- Grants Managers (FEMA)
- Project Managers
- Architects/Engineers

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

B. Permission for RFP (Request for Proposals) for HVAC Maintenance Service

Board Memo:

1. Staff is requesting permission to advertise for proposals for “Full-Service HVAC Mechanical Systems and DDC Controls Maintenance, Repair, Preventive Maintenance, Chemical Treatment, Filter Replacement, and Coil Cleaning and Replacement.” The current contract with Johnson Controls, Inc., (JCI) is in its 5th year and expires June 30, 2021.

2. Staff is also requesting permission to extend the current contract for up to three months to allow time for the request for proposal process. A copy of the current scope and pricing is attached and is referenced as Alternate #4.

3. Staff is also requesting permission to engage Associated Design Group (ADA) to manage the Request for Proposal process including drafting, comparing, answering vendor questions, and recommending to the staff and Board. Fees would be on a time and material basis not to exceed \$15,000.

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

CORRESPONDENCE

Mr. Breaux read the following:

A. Change Order Number One (1) for the Project, “Phase 4, Stadium Lighting, Washington Marion High School,” District 31 Bond Funds; Ellender Architects & Associates, LLC., GeoSport Lighting, LLC., Contractor; *Increase* of \$10,312.00 and *Increase* of one hundred sixty five (165) calendar days.

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

B. Recommendation of Acceptance/Phase I, Exterior Upgrades, Washington-Marion High school/District 31 Bond Funds.

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

C. Change Order Number Two (2) for the Project, “DeQuincy Weight Training Classroom,” \$50 Million Allocation Funds; Duhon & Pleasant Consulting Engineers, LLC, Designer; K& J Development of SWLA, LLC, Contractor; *Increase* of \$346.50 and *Increase* of twenty-seven (27) days.

On a motion to approve by Mr. Dellafosse and a second by Mr. Hardy, the motion carried on a

unanimous vote.

D. Change Order Number Three (3) for the Project, “DeQuincy Weight Training Classroom,” \$50 Million Allocation Funds; Duhon & Pleasant Consulting Engineers, LLC, Designer; K& J Development of SWLA, LLC, Contractor; *Increase* of \$1,705.00 and *Increase* of seven (7) days.

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

E. Recommendation of Acceptance/DeQuincy Weight Training Classroom/DeQuincy High School; \$50 Million Allocation Funds.

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

CONDOLENCES

Mr. Dellafosse congratulated Dr. Michelle Joubert regarding the Early Childhood event held on Saturday.

Mr. Castille asked for a letter of recognition to Sulphur High School Head Wrestling Coach Jean Paul Duhon regarding coaching at Sulphur High School, Barbe High School, Sam Houston High School, and DeQuincy High School and to student Cory Hyatt for winning state in wrestling.

He also congratulated Washington-Marion Principal Ronnie Harvey for being a semi-finalist as Louisiana Principal of the Year.

Mr. Wallace asked for a letter of condolence to the family of CFO Wilfred Bourne at the loss of his mother. He asked for a letter of condolence to Ms. Jassaland Kelly Demease at the loss of her mother.

Mr. Hardesty asked for a letter of condolence to Donna Hudson at the loss of her husband, Clint.

Mr. Hardy asked for a letter of condolence to the following:

Ms. Jassaland Demease at the loss of her mother.

The family of Mr. Al Burguières

The family of Mrs. Mary Ann Williams

The family of Mrs. Delia Simon

SCHEDULE COMMITTEES

March 23, 2021.....5:00 p.m. Budget Committee

ADJOURN MEETING

APRIL 13, 2021

On a motion to adjourn by Mr. Duhon and a second by Mr. Hardy, the meeting was adjourned at 6:53 p.m. on a unanimous vote.

William (Billy) Breaux, President

Karl Bruchhaus, Secretary

The following resolution was offered by Fred Hardy and seconded by Damon Hardesty :

RESOLUTION

A RESOLUTION INDICATING THE INTENTION OF THE Calcasieu Parish School Board,
STATE OF LOUISIANA, TO APPROVE THE TWO (2) YEAR APPOINTMENT OF
Mack Dellafosse AS A DIRECTOR TO THE BOARD OF THE
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") AS
PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED
STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

NOW THEREFORE, BE IT RESOLVED by the governing authority of the Calcasieu Parish School Board, State of Louisiana, acting in such capacity:

Section 1. Approve the appointment of Mack Dellafosse to serve as a Director of the Authority for a term of two (2) years from the date hereof.

Section 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

YEAS: 13

Abstain: 1 (Mr. Dellafosse)

NAYS: 0

ABSENT: 1

And the resolution was declared adopted on this 13th day of April, 20 .



April 12, 2021

Natalie Graham, Deputy Director - Projects
CSRS, Inc.
6767 Perkins Road, Suite 200
Baton Rouge, LA 70808

**Re: Hurricane Laura Building & Site Repairs
LaGrange High School and T&I Center for CPSB
Project No. HL-033-03, HL-749-01
Recommendation for Acceptance of Bid**

Ms. Graham,

On Thursday, April 8, 2021, four (4) bids submitted for the referenced project were opened. As you are aware, Dunhill (Lic. No. 70658) was the low bidder at \$6,348,000.00.

After the bid opening, our discussion resulted in an agreement that considering the disposition of the low bid amount, it was determined that the Owner desires that the low bid should be accepted.

I confirmed with Dunhill that they are good with their bid; therefore, Dunhill is confirming the submitted bid, and we recommend to the Owner that the low bid amount for a total of \$6,348,000.00 be accepted.

Currently, it is our understanding that Dunhill is going to provide all post-bid information regarding contract and insurance to Calcasieu Parish School Board; in addition, CEH+RHH is currently preparing the Contracts.

We look forward to a successful project.

Sincerely,
Samuel J. Herpin, AIA

A handwritten signature in black ink, appearing to read 'Samuel J. Herpin', with a stylized flourish at the end.

Champeaux Evans Hotard + RHH Architects, A Joint Venture

Copy: Stephen Hotard



Champeaux Evans Hotard + RHH Architects, APAC, A Joint Venture
702 Dr. Michael DeBakey Dr.
Lake Charles LA 70601

BID TABULATION FOR:

LaGrange High School and T&I Center
Hurricane Laura Building and Site Repairs for Calcasieu Parish School Board

SITES: LaGrange High, T&I Center

CPSB PROJECT NUMBERS: HL-033-03, HL-749-01

Bid Date: Thursday, April 8, 2021

Bid Time: 2:00 P.M.

4/8/2021

	CONTRACTOR	LOUISIANA CONTRACTOR'S LICENSE NO.	ACKNOWLEDGE RECEIPT OF ADDENDA 1, 2, 3, 4 & 5	BASE BID
1	Arkel Constructors, LLC	17893	1-	
2	Cuzan Services, LLC	45475		
3	Dunhill Development and Construction, LLC	70658	1-5	\$ 6,348,000.00
4	Dynamic Group, LLC	64705	1-5	\$ 6,831,487.00
5	F.W. Walton, Inc.	26493		
6	Keiland Construction, LLC	48884		
7	Lincoln Builders, Inc.	231		
8	MAPP, LLC	38154	1-5	\$ 6,678,000.00
9	Pat Williams Construction, LLC	21023		
10	SBB Enterprises, LLC	60476		
11	Ryder & Ryder, LTD	43144		
12	Trahan Construction, LLC	42520	1-5	\$ 8,796,000.00
13				
14				
15				
16				
17				



MOUGEOT ARCHITECTURE
10343 Siegen Lane, Building 7, Suite A
Baton Rouge, Louisiana 70810-4981

April 12, 2021

Bid Recommendation

Project Name: CPSB Hurricane Laura Disaster Recovery Fencing Repairs - Various Schools

Project Location: Sulphur, LA

Project No.: HL-034-01, HL-035-01, HL-030-01, HL-071-01, HL-703-01

Architects Project Number: 20021

Bids for the **CPSB Hurricane Laura Disaster Recovery Fencing Repairs – Various Schools** were received on Thursday, April 8, 2021 at 3:00 PM.

It is our recommendation to accept the lowest base bid received from Delta Specialty Contractors, LLC, Lic. **#51227** in the amount of base bid of **\$140,000.00**.

We have certified that the General Contractor is in good standing with the Contractor's Board and the Secretary of State.

We have attached the bid tabulation with Addendum No. 1 and Addenda No. 2.

If you have any questions, don't hesitate to call us.

Respectfully submitted,

David M. Mougeot, AIA, Principal

BID TABULATION SHEET

Bid Date: 4/08/21 @ 3:00 p.m.

Project Name: CPSB Hurricane Laura Disaster Recovery - Fencing Repair **Designer:** Sulphur, LA 70663

Mougeot Architecture

10343 Siegen Lane, BR, LA 70810

Project No. HL-034-01, HL-035-01, HL-030-01, HL-071-01, HL-703-01

[illegible]

A TRUE COPY

Signed: C. and D.
Designer

Date: 4-12-21

Signed:

Date:

Owner Representative

Designer's Estimate (Base Bid) \$ _____ Construction Time 42 in days Liquidated Damages \$500.00 per day

ITEM 4. A.

Teachers of the Year

Lauren LeBato- Barbe High School

Lauren Chatman- S.P. Arnett Middle School

**Ashbrooke Gotreau- College Oaks Elementary
School**

ITEM 4. B.

Principals of the Year

Ronnie Harvey- Washington Marion High School

Saberly O'Quain- Maplewood Middle School

Emily Alcock- T.S. Cooley Elementary School

Memorandum

Item 9.A

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: May 11, 2021

Subject: Police Jury Summer Feeding Program

The Calcasieu Parish Police Jury will be operating summer feeding beginning in June. In prior years, the Police Jury cooked and served meals outside of Lake Charles. Due to the City of LC not operating summer feeding, the Police Jury will add Lake Charles sites to their plan. Schools that will be used to cook and serve meals are DeQuincy Primary, Iowa High, Moss Bluff Middle, Sulphur 9th, Vinton Elementary, Western Heights, LaGrange, and St. John. In order to satellite meals to Lake Charles schools, the Police Jury will also be using two CPSB food service vans to be driven by pre-approved CPSB employees.

Lunch will be offered to all CPSB extended-day summer camps. Breakfast and lunch will be offered to students attending summer school programs at Oak Park Middle, Oak Park Elementary, and Maplewood.

The official agreement will soon follow.

Staff recommends approval of summer feeding program and authorizes superintendent to sign agreement with Calcasieu Parish Police Jury upon review by legal counsel.



John Bel Edwards
Governor

Don Pierson
Secretary

April 29, 2021

via E-mail

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

RE: Bio-Lab, Inc.
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20210146-ITE - \$142,617,555.00

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 Bio-Lab, Inc., attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, April 28, 2021. 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,

A handwritten signature in cursive script that reads "Kristin Cheng".

Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@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: 20210146-ITE

Date Received: 3/12/2021

PROJECT INFORMATION

Company: Bio-Lab, Inc.
Project Name: Juniper
Project Location: 910 I-10 West , Westlake, LA, 70669
Parish: Calcasieu
City Limits?: --

COMPANY INFORMATION

Product Manufactured: The facility will manufacture trichloroisocyanuric acid (TCCA), an inorganic halogenated biocide, and disodium isocyanurate (swimming pool sanitizer).
Manufacturing Process/Activities: The manufacturing of TCCA consists of adding crushed, neutralized cyanuric acid to a sodium hypochlorite solution in a reaction vessel and introducing gaseous chlorine into the mixture. The product TCCA is filtered from the reacted solution, dried and stored in bins for subsequent compaction, granulation, and packaging.

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: 325180
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 3/9/2021
Project End Date (ending of construction and/or installation): 5/31/2022
Anticipated date for the commencement of operations of this project: 5/31/2022
Project Description:

The Bio-Lab chlorine plant was a complete loss from the fire that broke out during Hurricane Laura. As a result of this qualified disaster, Bio-Lab plans to rebuild the plant, which will include a Plant 5 expansion. The facility will manufacture trichloroisocyanuric acid (TCCA), an inorganic halogenated biocide, and disodium isocyanurate (swimming pool sanitizer). The manufacturing of TCCA consists of adding crushed, neutralized cyanuric acid to a sodium hypochlorite solution in a reaction vessel and introducing gaseous chlorine into the mixture. The product TCCA is filtered from the reacted solution, dried and stored in bins for subsequent compaction, granulation, and packaging. There would be two reactor production trains to produce TCCA, Plant 2 is outside, and Plant 4 is where the TCCA is compacted then granulated. The complete rebuild/expansion will include shipping, maintenance, lab, TCCA Plant, machine shop, and sub station buildings. Additionally, all process related equipment will be restoring or replaced, including but not limited to process piping, blenders, baghouses, control systems, cooling tower, reactors, and the numerous other pieces of equipment used in the production of TCCA. The expansion will be adding Plant 5, increasing the production capacity of the operation, and will comprise a total estimated CAPEX of \$50M. Both the restoration/rebuild of the operation destroyed by the fire, as well as the expansion of Plant 5, are expected to be complete in the time frame listed (completion target date May 2022).

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: 2022

ESTIMATED INVESTMENTS

Building & Materials:	\$41,858,767.00
Machinery & Equipment:	\$42,158,780.00
Labor & Engineering:	\$58,600,008.00
Estimated Total Investment Amount:	\$142,617,555.00
Less: Restricted Amount:	\$0
Total Estimated Investments:	\$142,617,555.00

ESTIMATED JOBS

Existing Jobs at Project Site:	30
Existing Jobs Statewide:	0
Will this project create new jobs?	<input checked="" type="radio"/> Yes <input type="radio"/> No
New Direct Jobs:	71
Contract Jobs:	
Will new jobs be created in phases?	No. Carpenters, Electricians, Millwrights, Welder, Pipefitters,
Explain:	Disbursement Clerk, Facility Maintenance, Insulator, Shipper – Packers, Lab, Operators, Administrative Assistant, Production Manager, Production Shift Supervisor, Planner, Maintenance Supervisor, Reliability Engineer
Construction Jobs:	170

Total Estimated Jobs: 271

New Jobs for this phase: 71

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:	\$2,650,000.00
Existing Jobs Statewide Payroll:	\$0.00
New Direcy Jobs Payroll:	\$8,260,000.00
Contract Jobs Payroll:	\$0
Construction Jobs Payroll:	\$16,100,000.00
Total Estimated Payroll:	\$27,010,000.00
New payroll for current phase:	\$8,260,000.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.0978

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): 97573.00

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

ESTIMATED BENEFIT

Investment Amount:	\$142,617,555.00
x Assessment Percentage:	0.15
x Millage Rate:	0.0978
=Annual Exemption	\$2,091,985.61
Annual Exemption * 5 years at 80%	\$8,367,942.42
+ Annual Exemption * 5 years at 80%	\$8,367,942.42
=Estimated Ten Year Property Tax Exemption	\$16,735,884.84

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$16,735,884.84
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$15,000.00
Amount Paid:	\$15,000.00
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage	Bio-Lab -ProofofMillageLocationVerificationForm.pdf	3/16/2021
Notarized Affidavit	Biolab-LA-Industrial Tax Exemption-signed_Notarized.pdf	3/16/2021
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	3/17/2021
ES4	ES4 - Memorandum.docx	3/17/2021
Baseline Calculation Worksheet	ITE Employment Baseline Calculation Worksheet_Signed.pdf	3/18/2021
ES4	for Mark.xlsx	3/18/2021

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$15,000.00	3/12/2021	ODV25FYXBC	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Derek	Kroft	dkroft@kikcorp.com	KIK Custom Products	910 I-10 West , Westlake, LA, 70669	(605) 660- 0444	Business Signatory

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
William	Marchbanks	wmarchbanks@dmajnc.com	DMA	12710 RESEARCH BLVD SUITE 305, AUSTIN, TX, 78759	(512) 335- 5900	Consultant
Jacob	Everett	jeverett@mcguireponsel.com	McGuire Sponsel	201 N. Illinois St Suite 1000, Indianapolis, IN, 46204	(765) 425- 9291	Consultant
Bruce	Fatheree	bfatheree@dmajnc.com	DMA	12710 RESEARCH BLVD SUITE 305, AUSTIN, TX, 78759	(512) 335- 5900	Consultant

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: Vice President - Tax

First Name: Derek

Last Name: Kroft

Email Address: dkroft@kikcorp.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, **Derek Kroft**

, approve the above information.

Derek Krost

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20210146)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

BIO-LAB, INC.

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

BIO-LAB, INC. ("Company"), a Delaware corporation 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 will rebuild and add Plant 5 to increase production at its Manufacturing Establishment located in Calcasieu Parish (the "Project"), and new direct jobs and corresponding 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 BIO-LAB, INC., a Delaware corporation 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 or, if the Project is located in Orleans Parish, beginning on August 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 will rebuild and expand the Manufacturing Establishment and commence Operation by May 31, 2022, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it will expend approximately \$142,617,555.0 in Capital Expenditures and that the Project provides approximately 170 full time equivalent construction jobs as well as for the creation of 71 Jobs with an annual Payroll of at least \$8,260,000.00, 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, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2023	71	\$6,750,000.00
2024	71	\$6,880,000.00
2025	71	\$7,020,000.00
2026	71	\$7,160,000.00
2027	71	\$7,300,000.00
2028	71	\$7,450,000.00
2029	71	\$7,600,000.00
2030	71	\$7,750,000.00
2031	71	\$7,900,000.00
2032	71	\$8,060,000.00

(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:

Derek Kroft
KIK Custom Products
101 MacIntosh Boulevard, Concord, ON L4K 4R5
(605) 660-0444
dkroft@kikcorp.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.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

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

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

BIO-LAB, INC.

By: DerekKroft
DerekKroft (Apr 13, 2021 15:48 EDT)

Signature

DerekKroft

Printed Name

Title: Vice President - Tax

Date: 04/13/2021

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: Don Pierson

Don Pierson, Secretary

Date: 04/26/2021

LED CONTRACT MONITOR

By: Kristin Cheng
Kristin Cheng (Apr 26, 2021 09:54 CDT)

Signature

Kristin Cheng

Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

**ACTION BY WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF BIO-LAB, INC.
IN LIEU OF A MEETING**

April 13, 2021

The undersigned, being all of the members of the board of directors ("**Board**") of Bio-Lab, Inc. ("**Company**"), do hereby in their capacities as such adopt the following resolutions and the actions described herein with respect to the Company by written consent (this "**Written Consent**"), in lieu of holding a special meeting of the directors of the Company, pursuant to the Company's governing documents and the applicable law, and direct that the same be filed with the minutes of the proceedings of the Company.

WHEREAS, the Board of the Company has considered whether it is in the best interests of the Company to seek any available Tax Incentives (including ad valorem tax exemptions) or other available relief provided by law by the State of Louisiana or the authorized agencies thereof in connection with the rebuild and expansion of the Company's plant facilities located in Calcasieu Parish, Louisiana; and

WHEREAS, the Board unanimously desires to pursue all available Incentives, including ad valorem tax exemptions or incentive offered by the State of Louisiana and the authorized agencies thereof and hereby authorizes the Company to initiate and follow through with all applications, petitions and other documentation and/or submissions necessary and appropriate for doing so; and

WHEREAS, the Company is directed to gather all necessary information and data required for Incentive application or petition completion and submission; and further to ensure that all information and data submitted to the State of Louisiana is true, correct, complete and accurate; and

WHEREAS, the Company, with the assistance of Company's authorized representatives/consultants DuCharme, McMillen & Associates, Inc., and McGuire Sponsel LLC (collectively, "**Representatives**"), have submitted, as authorized, an appropriate application/petition for an ad valorem tax exemption relating to the Calcasieu Parish construction project, which the State of Louisiana has designated as Advance Notification 20210146; and the State of Louisiana has in turn prepared for Company's signature a proposed Contract For Exemption Of Ad Valorem Taxes, which the Board has reviewed and which is hereby approved for execution by Company.

NOW, THEREFORE, BE IT RESOLVED, that any officer or director of the Company, including Derek Kroft, Vice President Tax, any one of whom may act without joinder of any of the others, be and hereby is, authorized, empowered, and directed, for and on behalf of the Company, to execute (or direct the Company's Representatives to execute where appropriate) such other documents as may be necessary for initiation and progression of the exemption process, including specifically execution of the said proposed Contract For Exemption Of Ad Valorem Taxes, and to do and perform such other acts on behalf of the Company as necessary to seek and obtain the said exemption; and it is further

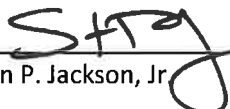
RESOLVED, that all actions prior to the date hereof by Derek Kroft, Vice President Tax, or the Representatives as directed by the Company, on behalf of the Company and relating to Advance Notification 20210146, that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be and hereby are, approved, adopted, ratified and confirmed as the act and deed of the Company; and it is further

RESOLVED, that these resolutions may be signed and delivered originally, by fax, by e-mail, or by any other electronic signature medium including DocuSign, each of which is deemed an original and all of which together constitute one and the same original document.

IN WITNESS WHEREOF, the undersigned, being the Board of the Company, have executed this Written Consent as of the date first written above.



Jared A. Knudson



Stephen P. Jackson, Jr.



Ari Sahakian

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

Exhibit A 2018 A Bio-Lab Inc. 20210146

Final Audit Report

2021-04-26

Created:	2021-04-13
By:	LED Contracts (LEDContracts@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKjbUGEy1cpZjnsOpDeCaw9PV4050bA-

"Exhibit A 2018 A Bio-Lab Inc. 20210146" History

-  Document created by LED Contracts (LEDContracts@la.gov)
2021-04-13 - 7:04:37 PM GMT- IP address: 159.39.101.2
-  Document emailed to DerekKroft (dkroft@kikcorp.com) for signature
2021-04-13 - 7:06:19 PM GMT
-  Email viewed by DerekKroft (dkroft@kikcorp.com)
2021-04-13 - 7:06:35 PM GMT- IP address: 69.158.246.77
-  Document e-signed by DerekKroft (dkroft@kikcorp.com)
Signature Date: 2021-04-13 - 7:48:25 PM GMT - Time Source: server- IP address: 99.228.20.230
-  Document emailed to Kristin Cheng (kristin.cheng@la.gov) for signature
2021-04-13 - 7:48:26 PM GMT
-  Email viewed by Kristin Cheng (kristin.cheng@la.gov)
2021-04-26 - 2:54:05 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Kristin Cheng (kristin.cheng@la.gov)
Signature Date: 2021-04-26 - 2:54:27 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Document emailed to Don Pierson (don.pierson@la.gov) for signature
2021-04-26 - 2:54:29 PM GMT
-  Email viewed by Don Pierson (don.pierson@la.gov)
2021-04-26 - 3:51:04 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Don Pierson (don.pierson@la.gov)
Signature Date: 2021-04-26 - 3:51:28 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Agreement completed.
2021-04-26 - 3:51:28 PM GMT



Adobe Sign

Item 9.C



John Bel Edwards
Governor

Don Pierson
Secretary

April 29, 2021

via E-mail

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

RE: LACC, LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20180238-ITE - \$2,592,639.00

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 LACC, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, April 28, 2021. 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,

A handwritten signature in cursive script that reads "Kristin Cheng".

Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@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: 20180238-ITE

Date Received: 3/4/2021

PROJECT INFORMATION

Company: LACC, LLC
Project Name: Expansion of the Ethylene Plant
Project Location: 2200 Bayou D'Inde Pass , Westlake, LA, 70669
Parish: Calcasieu
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Ethylene, C4, Pygas & RGP
Manufacturing Process/Activities: LACC uses a steam cracking process to break down large hydrocarbon molecules to create ethylene. The byproducts of this process are also sold to 3rd parties.

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: 325110
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 1/1/2020
Project End Date (ending of construction and/or installation): 12/31/2020
Anticipated date for the commencement of operations of this project: 12/31/2020
Project Description:

Purchase and installation of dual strainers / block valves and new furnace tie-in in preparation for expansion of ethylene capacity. First step is to expand furnace capabilities.

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: 2020

ESTIMATED INVESTMENTS

Building & Materials:	\$0.00
Machinery & Equipment:	\$2,092,639.00
Labor & Engineering:	\$500,000.00
Estimated Total Investment Amount:	\$2,592,639.00
Less: Restricted Amount:	\$0
Total Estimated Investments:	\$2,592,639.00

ESTIMATED JOBS

Existing Jobs at Project Site: 203

Existing Jobs Statewide: 0

Will this project create new jobs?

☒ Yes ☐ No

New Direct Jobs: 5

Contract Jobs: 0

Will new jobs be created in phases?

Explain:

Construction Jobs: 5

Total Estimated Jobs: 213

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:	\$33,329,427.00
Existing Jobs Statewide Payroll:	\$0.00
New Direcy Jobs Payroll:	\$425,000.00
Contract Jobs Payroll:	\$0.00
Construction Jobs Payroll:	\$200,000.00
Total Estimated Payroll:	\$33,954,427.00
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. 0.1188
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): 107537.00

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

Lotte Chemical USA Corporation

Eagle US 2 LLC

ESTIMATED BENEFIT

Investment Amount:	\$2,592,639.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1188
=Annual Exemption	\$46,200.83

Annual Exemption * 5 years at 80%	\$184,803.31
+ Annual Exemption * 5 years at 80%	\$184,803.31
=Estimated Ten Year Property Tax Exemption	\$369,606.62

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$369,606.62
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$1,848.03
Amount Paid:	\$1,848.03
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage	2020 ProofofMillageLocationVerificationForm-LACC Signed.pdf	2/25/2021
Notarized Affidavit	Executed Notarized Affidavit 20180238.pdf	3/3/2021
Baseline Calculation Worksheet	Signed Updated Baseline 20180238.pdf	3/10/2021
ES4	Lotte All Affiliates Q3 & Q4 2019 SUTAs.pdf	3/10/2021
Breakdown of Purchases	2020 ITEBreakdownofPurchases - LACC.xlsx	3/10/2021

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$1,848.03	3/4/2021	ODVM5F8FLF	visa_credit

PROJECT CONTACTS

Contact	Contact		Company		Phone	Contact
First Name	Last Name	Email Address	Name	Mailing Address	Number	Type

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Robert	Wege	rwege@sumitcredits.com	Sumit Credits, LLC	PO Box 910 , Watson, LA, 70786	(225) 664- 2160	Business
Jesse	Broderick	jbroderick@sumitcredits.com	Sumit Credits	PO Box 910 , Watson, LA, 70786	(225) 664- 2160	Business

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: Jason

Last Name: Lee

Email Address: jason.lee@lottechem.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, Jinseob Lee

, approve the above information.




CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20180238)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

LACC, LLC

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

LACC, LLC ("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 expanded its Manufacturing Establishment located in Calcasieu Parish (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, 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 LACC, LLC, a Delaware 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 or, if the Project is located in Orleans Parish, beginning on August 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 expanded the Manufacturing Establishment and commenced Operation by December 31, 2020, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$2,592,639.00 in Capital Expenditures and that the Project provided approximately 5 full time equivalent construction jobs as well as for the creation of 5 Jobs with an annual Payroll of at least \$425,000.00, 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, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2021	5	\$425,000.00
2022	5	\$425,000.00
2023	5	\$425,000.00
2024	5	\$425,000.00

2025	5	\$425,000.00
2026	5	\$425,000.00
2027	5	\$425,000.00
2028	5	\$425,000.00
2029	5	\$425,000.00
2030	5	\$425,000.00

(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's Consultant:

Robert Wege or Jesse Broderick
Sumit Credits, LLC
P.O. Box 910, Watson, LA 70786
rwege@sumitcredits.com or jbroderick@sumitcredits.com
(225) 664-2160

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.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

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IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

LACC, LLC

By: Taewoon Soun
Taewoon Soun (Apr 14, 2021 17:40 CDT)

Signature

Taewoon Soun

Printed Name

Title: President

Date: 04/14/2021

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: Don Pierson

Don Pierson, Secretary

Date: 04/26/2021

LED CONTRACT MONITOR

Kristin Cheng

Kristin Cheng (Apr 26, 2021 09:55 CDT)

Signature

Kristin Cheng

Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

**ACTION BY WRITTEN CONSENT
OF
THE MEMBERS AND BOARD OF MEMBERS
OF
LACC, LLC**

a Delaware limited liability company

Effective as of January 1, 2021

In accordance with the Delaware Limited Liability Company Act, the undersigned parties, being the Board of Members (the "Board") and all of the Members (the "Members") of LACC, LLC, a Delaware limited liability company (the "Company"), hereby adopt, approve and authorize the actions set forth herein and hereby direct that this written consent (this "Consent") be placed with the minutes of the proceedings of the Company. All capitalized terms not defined in this consent shall have the same meaning set forth in the Amended and Restated Limited Liability Company Agreement of the Company, dated as of June 17, 2015 (as amended from time to time, the "LLC Agreement").

Appointment of Board Members

WHEREAS, pursuant to Section 5.1(a) of the LLC Agreement and subject to certain limitations in the LLC Agreement, the business and affairs of the Company is vested in and controlled by the Board;

RESOLVED, that the Members hereby elect the individuals listed in Exhibit A as Board Members to the Board of the Company, to serve as Board Members until their successors have been elected and qualified, or until their earlier death, resignation or removal, three of which have been designated by Lotte and three of which have been designated by Axiall pursuant to Section 5.2(a) of the LLC Agreement.

Election of the Chairman, Vice-Chairman and Secretary of the Board

RESOLVED, that the Board hereby elects the following individuals to hold the following positions of the Board until their successors have been elected and qualified, or until their earlier death, resignation or removal.

<u>Office</u>	<u>Name</u>
Chairman of the Board	Tom Janssens
Vice-Chairman of the Board	Tae Woon Soun
Secretary of the Board	Tae Woon Soun

Election of Officers

WHEREAS, Lotte has the right to nominate a candidate for the office of President and has nominated Tae Woon Soun;

WHEREAS, Axiall has the right to nominate a candidate for the office of Executive Vice President of Operations and has nominated Curtis Brescher;

RESOLVED, that pursuant to Sections 5.4(b) and 5.6 of the LLC Agreement, the Board hereby approves the foregoing nominations and hereby approves the appointment of Taewoon Soun as President and Curtis Brescher as Executive Vice President of Operations, each such person to hold such position until the earlier of his death, resignation, or removal.

Committees

WHEREAS, pursuant to Section 5.3 of the LLC Agreement and subject to certain limitations in the LLC Agreement, the Board has established an Operations Committee and Finance Committee;

WHEREAS, the Board desires to update the members of each committee;

RESOLVED, that the Board, hereby approves the individuals listed in Exhibit B to serve as members of the listed committee until their earlier death, resignation or removal.

General


RESOLVED, that the President and Executive Vice President of Operations of the Company and any officer designated by either such person (each, an "Authorized Officer") is hereby authorized and directed to sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all such agreements, instruments, certificates, documents, reports and schedules, and to take, or cause to be taken, any and all such actions, in the name of or on behalf of the Company, which shall be required to consummate the transactions approved by this Consent, or which any Authorized Officer shall, in such Authorized Officer's sole discretion, deem necessary or appropriate and in the best interest of the Company in order to effect the purposes of this Consent, and such Authorized Officer's signature, or such actions taken by such officer, shall be conclusive evidence that such officer did deem the same to be necessary or appropriate and in the best interest of the Company in order to effect such purposes.

This Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same consent and a facsimile or and electronic PDF of an executed signature page to this Consent shall be deemed an original for all purposes.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the undersigned have executed this Action by Written consent as of the date first written above.

BOARD MEMBERS:



Gyo Hyun Kim



Jin Koo Hwang



Tae Woon Soun

Albert Chao

Lawrence Teel

M. Steven Bender

IN WITNESS WHEREOF, the undersigned have executed this Action by Written consent as of the date first written above.

BOARD MEMBERS:

Gyo Hyun Kim

Jin Koo Hwang

Tae Woon Soun

DocuSigned by:
Albert Chao February 10, 2021
2F0EE8A608B162
Albert Chao

DocuSigned by:
Skipp Teel February 10, 2021
A7C12E2041C7E0
Lawrence Teel

DocuSigned by:
Steve Bender February 10, 2021
22BA56ED080E1EF
M. Steven Bender

MEMBERS:

EAGLE US 2 LLC

By:  February 10, 2021

Name: M. Steven Bender

Title: EVP & Chief Financial Officer

LOTTE CHEMICAL USA CORPORATION

By: _____

Name: Tae Woon Soun

Title: President

MEMBERS:

EAGLE US 2 LLC

By: _____

Name: M. Steven Bender

Title: EVP & Chief Financial Officer

LOTTE CHEMICAL USA CORPORATION

By: Tae Woon Soun

Name: Tae Woon Soun

Title: President

EXHIBIT A

Board of Members

	Before		New (January 1, 2021)	
LOTTE	Gyo Hyun Kim	Chairman	Gyo Hyun Kim	
	Byung Yun Lim		Tae Woon Soun	Vice-Chairman, Secretary
	Jin Koo Hwang		Jin Koo Hwang	
AXIALL	Albert Chao		Albert Chao	
	Skip Teel	Vice-Chairman	Tom Janssens	Chairman
	Steven Bender	Secretary	Steven Bender	

EXHIBIT B**Operations Committee**

	Before		New (January 1, 2021)	
LOTTE	Jin Koo Hwang	President	Tae Woon Soun	President
	Kyeongjo (KJ) Han		Kyeongjo (KJ) Han	
	Robert Chung		Woong Jae (OJ) Lee	
AXIAL	Skip Teel		Tom Janssens	
	Wayne Ahrens	EVP	Curtis Brescher	EVP
	Andrew Kenner		Andrew Kenner	

Finance Committee

	Before		New (January 1, 2021)	
LOTTE	Jin Koo Hwang	President	Tae Woon Soun	
	Jinseob Lee	VP of Finance	Jinseob Lee	VP of Finance
			<i>To be filled</i>	<i>Controller</i>
AXIAL	Steven Bender	CFO	Steven Bender	CFO
	George Mangieri	CAO	John Zoeller	CAO
	Bill Anamosa	Controller	Bill Anamosa	Controller

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







Exhibit A 2018 A LACC LLC 20180238

Final Audit Report

2021-04-26

Created:	2021-04-14
By:	LED Contracts (LEDContracts@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZFgZCJ_B0QCnPg1BBI2EQimEu9Frhilp

"Exhibit A 2018 A LACC LLC 20180238" History

-  Document created by LED Contracts (LEDContracts@la.gov)
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