
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Carl Harding	Chairman
Mr. Darrin W. Guidry, Sr.	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Gerald Michel	Member
Mr. John Amedee	Member
Ms. Jessica Domangue	Member
Mr. Daniel Babin	Member
Mr. Dirk J. Guidry	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

November 27, 2023
5:35 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING.

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Introduce an ordinance to amend the Terrebonne Parish Code of Ordinances to name the Eastside Public Safety Substation the "Chester Nixon, Sr. Community Police Substation" in honor of the late Mr. Chester Nixon, Sr. and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.
2. Introduce an ordinance to amend Chapter 28 – Zoning, Article XI – Terrebonne Parish Coastal Zone Management Program, Division 4 – Enforcement, Section 28-271 regarding coastal litigation and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.

3. Introduce an ordinance certifying and approving an ad valorem tax exemption in accordance with LA. Const. Art. VII, Sec. 21(F) for machinery, equipment, and other capital improvements to be assessed at 301 Bayou Dularge Road, Houma, LA 70363, owned by Bollinger Houma Shipyards, LLC in regards to its Industrial Ad Valorem Tax Exemption Application (No. 20210609-ITE) and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.
4. Pursuant to LA R.S. 42:16-17, the Public Services Committee may convene into Executive Session in order to discuss the following: “Bobbie O’Bryan, Jr., on behalf of Himself and all Others Similarly Situated v. Terrebonne Parish Consolidated Government”, Civil Action No. 2:22-CV-03203, U.S. District Court for the Eastern District of Louisiana.
5. Adjourn

Category Number:
Item Number:



Monday, November 27, 2023

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, November 27, 2023

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, November 27, 2023

Item Title:

ORDINANCE: Naming Eastside Public Safety Substation after Chester Nixon Sr.

Item Summary:

Introduce an ordinance to amend the Terrebonne Parish Code of Ordinances to name the Eastside Public Safety Substation the “Chester Nixon, Sr. Community Police Substation” in honor of the late Mr. Chester Nixon, Sr. and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/21/2023	Executive Summary
Ordinance	11/21/2023	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Renaming Eastside Public Safety Substation to “Chester Nixon, Sr. Community Police Substation”

PROJECT SUMMARY (200 WORDS OR LESS)

RESOLUTION: Renaming the Eastside Public Safety Substation to the “Chester Nixon, Sr. Community Police Substation”.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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BRIEN PLEDGER

11/20/23

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. 95__

AN ORDINANCE TO NAME THE EASTSIDE PUBLIC SAFETY SUBSTATION LOCATED AT EAST STREET AS "CHESTER NIXON, SR. COMMUNITY POLICE SUBSTATION" IN HONOR OF MR. CHESTER NIXON, SR.

WHEREAS, Mr. Chester Nixon Sr. was an influential business owner in the Mechanicville area for many years; and

WHEREAS, through his cement mixing business, Mr. Nixon provided many opportunities to Terrebonne Parish residents who are still operating in the industry today; and

WHEREAS, Mr. Nixon sadly passed away in 1980 at the age of 77; and

WHEREAS, the Terrebonne Parish Council wishes to preserve the impact the late Mr. Chester Nixon Sr. had in the community by honoring him in naming the Eastside Public Safety Substation located at 835 East Street, Houma, Louisiana, the "Chester Nixon Sr. Community Police Substation."

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

SECTION I

Chapter 19, Article III., Section 19-123 of the Terrebonne Parish Code shall be enacted (using strikethrough to indicate deletions and underlining to indicate additions) and same are hereby adopted to read as follows:

Sec. 19-123. – Naming of the Eastside Public Safety Substation.

- (a) The Eastside Public Safety Substation, located at 835 East Street, Houma, Louisiana, is hereby named the Chester Nixon, Sr. Community Police Substation.

SECTION II

Any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

SECTION III

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS: J. Domangue, D. W. Guidry, D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, G. Michel, and J. Amedee.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 13th day of December, 2023.

JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
or his authorized designee, Michael Toups, Parish Manager
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY E. TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on December 13, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS THE 14TH DAY OF DECEMBER, 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, November 27, 2023

Item Title:

ORDINANCE: Amending Parish Code - Coastal Litigation

Item Summary:

Introduce an ordinance to amend Chapter 28 – Zoning, Article XI – Terrebonne Parish Coastal Zone Management Program, Division 4 – Enforcement, Section 28-271 regarding coastal litigation and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/21/2023	Executive Summary
Ordinance	11/21/2023	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ORDINANCE: Amending Parish Code – Coastal Litigation

PROJECT SUMMARY (200 WORDS OR LESS)

Introduce an ordinance to amend Chapter 28 – Zoning, Article XI – Terrebonne Parish Coastal Zone Management Program, Division 4 – Enforcement, Section 28-271 regarding coastal litigation and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Steve Trosclair

11/21/23

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 28 ZONING ARTICLE XI TERREBONNE
PARISH COASTAL ZONE MANAGEMENT PROGRAM DIVISION 4 ENFORCEMENT
SECTION 28-271**

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) shall have the right, power and authority to pass ordinances on all subject matters necessary, requisite, or proper for the management of parish affairs in accordance with Section 1-06 of the Terrebonne Parish Home Rule Charter.

WHEREAS, TPCG is currently in a lawsuit to determine who has the authority to bring coastal zone litigation and/or settlement directly or indirectly in Terrebonne Parish for any rights TPCG has pursuant to the State and Local Coastal Resources Management Act in the Thirty Second Judicial District Court entitled *TPCG vs. Louisiana Department of Natural Resources, et al*, Docket No. 185576(E) and *Terrebonne Parish Consolidated Government vs. Duval, Funderburk, Sunbery, Richard, & Watkins, APLC, et al*, Docket No. 188363(E); and

WHEREAS, The Terrebonne Parish Council has the authority to enact ordinances, approve or deny the filing of any lawsuits, the pursuit of any claims, the authorization of settlements and/or dismissals of lawsuits whether by the Parish President directly or indirectly through attorneys, experts, consultants, or otherwise; and

WHEREAS, it is the intent of this amendment to grant the council with the authority to approve or deny the pursuit of any claims, filing of any lawsuits, and pursuit of any settlements under the State and Local Coastal Resources Management Act, La. R.S. 49:214.21; and

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to adopt or amend an administrative code; and

WHEREAS, TPCG is in need of amending ordinance 6273 as codified in Chapter 28, Article XI, Section 28-271 concerning the State and Local Coastal Resources Management Act, La. R.S. 49:214.21 et. seq.

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of TPCG that:

SECTION I

The Terrebonne Parish Code is hereby amended by adding sections, to be designated (d) and (e) of Terrebonne Parish at Article XI, Chapter 28, Section 28-271, with underline to show additions:

Sec. 28-271 – General

- (d) Notwithstanding anything to the contrary in the Parish Code, the Parish President shall not dismiss and/or settle the current lawsuits referenced herein, *TPCG vs. Louisiana Department of Natural Resources, et al*, Docket No. 185576(E) and *Terrebonne Parish Consolidated Government vs. Duval, Funderburk, Sunbery, Richard, & Watkins, APLC, et al*, Docket No. 188363(E), without first receiving approval from a two thirds majority of the parish councils voting membership, whether present or not present at a Parish Council meeting.
- (e) Notwithstanding anything to the contrary in the Parish Code, the Parish President shall first receive approval from a two thirds majority of the parish councils voting membership, whether present or not present at a Parish Council meeting, before pursuing any claims, filing lawsuit(s), pursuing settlements of unfiled claims, or settling of unfiled claims under any theory of law arising from State and Local Coastal Resources Management Act, La. R.S. 49:214.21 et seq. against any person(s) whether natural or juridical, neither directly nor indirectly, whether through attorneys, experts, consultants, or otherwise.

OFFERED BY:
SECONDED BY:

SECTION II

NOW, LET IT FURTHER BE ORDAINED Article XI, Chapter 28, Section 28-271(d) and (e) be codified to reflect this Ordinance.

SECTION III

NOW, LET IT FURTHER BE ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that, in due, regular and legal sessions convened, this ordinance is adopted.

SECTION IV

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

SECTION V

NOW, LET IT FURTHER BE ORDAINED this ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the _____.

* * * * *

JESSICA DOMANGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

OFFERED BY:
SECONDED BY:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, November 27, 2023

Item Title:

Bollinger Houma Shipyards, LLC

Item Summary:

Introduce an ordinance certifying and approving an ad valorem tax exemption in accordance with LA. Const. Art. VII, Sec. 21(F) for machinery, equipment, and other capital improvements to be assessed at 301 Bayou Dularge Road, Houma, LA 70363, owned by Bollinger Houma Shipyards, LLC in regards to its Industrial Ad Valorem Tax Exemption Application (No. 20210609-ITE) and call a public hearing on said matter on Wednesday, December 13, 2023, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/20/2023	Executive Summary
Ordinance	11/20/2023	Ordinance
Application	11/20/2023	Application
Exhibit A	11/21/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Bollinger Houma Shipyards' application #20210609 for Louisiana's Industrial Tax Exemption Program for capital improvements and equipment located at 301 Bayou Dularge Road, Houma, LA

PROJECT SUMMARY (200 WORDS OR LESS)

The Louisiana Industrial Tax Exemption Program was adopted by the State Board of Commerce and Industry in 1946, appearing in Article VII, Part 2, Section 21 (F) of the 1974 Louisiana State Constitution, to incentivize capital expenditures by a manufacturing establishment.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The Parish endorses this project for the Industrial Tax Exemption Program as it is in agreement with its overall economic development plan for the Parish. The Parish agrees to participate in the Industrial Tax Exemption Program, to assist the Department of Economic Development in evaluating progress made through any Industrial Tax Exemption within its jurisdiction, and to abate all applicable ad valorem taxes on the project site's improvements for five years, renewable for five additional years.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Jessica Domangue

11/20/2023

Signature

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO CERTIFY AND APPROVE AN AD VALOREM TAX EXEMPTION IN ACCORDANCE WITH LA. CONST. ART. VII, SEC. 21(F) FOR MACHINERY, EQUIPMENT, AND OTHER CAPITAL IMPROVEMENTS TO BE ASSESSED AT 301 BAYOU DULARGE ROAD, HOUMA LA, 70363, OWNED BY BOLLINGER HOUMA SHIPYARDS, LLC IN REGARDS ITS INDUSTRIAL AD VALOREM TAX EXEMPTION APPLICATION (NO. 20190322-ITE).

WHEREAS, the Industrial Ad Valorem Tax Exemption Program is regulated under the Louisiana Administrative Code Title 13, Part I, Chapter 5, promulgated in accordance with Article VII, Part 2, Section 21(F) of the Louisiana Constitution of 1974, with the intent to incentivize job creation and job retention by offering manufacturers ad valorem tax exemptions under application to the Louisiana Department of Economic Development for up to two terms of five years each; and

WHEREAS, Bollinger Shipyards Houma, LLC submitted its initial application for the Program through the Louisiana Department of Economic Development on equipment and other capital improvements it owns and will be assessed for ad valorem taxes at 301 Bayou Dularge Road, Houma LA 70363, and

WHEREAS, Bollinger's application #20210609 was approved by the Louisiana Department of Economic Development and they entered into that certain Contract for Exemption of Ad Valorem Taxes, a copy of which is attached hereto and made a part of this Ordinance; and

WHEREAS, in accordance with LAC 13:I. 503(H), the Louisiana Department of Economic Development notified the TPCG, through the Terrebonne Economic Development Authority, of the approved application, and the Terrebonne Parish Council is now afforded an opportunity to identify the application on the agenda of its public meeting notice and to conduct a public meeting for the purposes of approving or rejecting the application;

WHEREAS, should the Terrebonne Parish Council fail to take timely action, then the application will be deemed approved by this governing body in accordance with LAC 13:I. 503(H)(1) ; and

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government finds that support of these types of exemptions play a vital role in incentivizing the creation and retention of jobs in Terrebonne Parish; and

WHEREAS, the Terrebonne Parish Council has reviewed the application and approves the exemption;

NOW, THEREFORE, BE IT ORDAINED that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby approves application #20210609 by Bollinger Houma Shipyards, LLC for an ad valorem tax exemption on equipment and other capital improvements made to property located at 301 Bayou Dularge Road, Houma LA 70363, and to be assessed for ad valorem taxes in Terrebonne Parish.

SECTION II

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this ____ day of _____, 2023.

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: 20210609-ITE

Date Received: 4/5/2023

PROJECT INFORMATION

Company: Bollinger Shipyards Houma LLC
Project Name: 2022 BHS Expansion
Project Location: 301 Bollinger Lane , Houma, LA, 70363
Parish: Terrebonne
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Bollinger Shipyards manufactures complex steel and aluminum structures including patrol boats, research vessels, barges, supply boats, lift boats and tugs for the US government and a wide range of commercial customers.

Manufacturing Process/Activities: Our activities are comprised of all facets of steel and aluminum vessel construction and various other complex steel products. More specifically, we perform steel plate and pipe rolling, bending, cutting, welding and fitting; as well as, final assembly work with propulsion systems, electrical, plumbing, HVAC systems, etc.

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: 336611
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 1/1/2022
Project End Date (ending of construction and/or installation): 12/31/2022
Anticipated date for the commencement of operations of this project: 1/1/2023
Project Description:

Project consisted of the acquisition of additional forklifts, manlifts, order picker components, electrical system upgrades for expansion Prod/Plan building, fiber installation for engineering equipment and welding equipment to provide greater efficiency and facility throughput for the the USN TATS program currently under construction.

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:

ESTIMATED INVESTMENTS

Building & Materials:	\$766,485.00
Machinery & Equipment:	\$1,878,077.00
Labor & Engineering:	\$20,000.00
Estimated Total Investment Amount:	\$2,664,562.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$2,664,562.00

ESTIMATED JOBS

Existing Jobs at Project Site:	214	
Existing Jobs Statewide:	901	
Will this project create new jobs?		<input checked="" type="radio"/> Yes <input type="radio"/> No
New Direct Jobs:	0	
Contract Jobs:	4	
Will new jobs be created in phases?	Welders and shipfitters	
Explain:		
Construction Jobs:	0	
Total Estimated Jobs:	214	
New Jobs for this phase:	0	
If no new jobs are being created with this project, will existing jobs be retained?		<input checked="" type="radio"/> Yes <input type="radio"/> No
If yes, provide a compelling reason(s) for retention:		

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$14,160,829.00
Existing Jobs Statewide Payroll:	\$77,172,268.00
New Direcy Jobs Payroll:	\$0.00
Contract Jobs Payroll:	\$160,000.00
Construction Jobs Payroll:	\$0.00
Total Estimated Payroll:	\$14,160,829.00
 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. 0.1071

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): 111855.00

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

Bollinger Houma Shipyards LLC

ESTIMATED BENEFIT

Investment Amount:	\$2,664,562.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1071
=Annual Exemption	\$42,806.19
Annual Exemption * 5 years at 80%	\$171,224.75
+ Annual Exemption * 5 years at 80%	\$171,224.75

=Estimated Ten Year Property Tax Exemption

\$342,449.50

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$342,449.50
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$1,712.25
Amount Paid:	\$2,299.14
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Breakdown of Purchases	BHS 20210609 -ITE Breakdown of Purchases 033023.xlsx	3/30/2023
Notarized Affidavit	BHS 20210609-ITE ITEP Contract Affidavit Executed.pdf	3/30/2023
Other	BHS 20210609-ITE Proof of Millage Form Signed.pdf	4/5/2023
Other	BHS 20210609-ITE Employee Baseline Worksheet final 040523.pdf	4/5/2023
Other	BHS ES4 reports with details 2022.pdf	4/5/2023
Breakdown of Purchases	BHS 20210609 -ITE Breakdown of Purchases Revised 051723.xlsx	5/25/2023

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$2,299.14	4/5/2023	ON3VNBJWDG	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
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Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Craig	Roussel	craigr@bollingershipyards.com	Bollinger Shipyards LLC	PO Box 250 , Lockport, LA, 70374	(985) 532- 2554	Business Signatory

CONTRACT SIGNATORY

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

Title: EVP-CAO

First Name: Craig

Last Name: Roussel

Email Address: craigr@bollingershipyards.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, **Craig P. Roussel**

, **approve the above information.**

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20210609)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

BOLLINGER HOUMA SHIPYARDS, L.L.C.

EXHIBIT "A" AGREEMENT

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

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

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

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

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

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

WHEREAS, Company has expanded its complex steel and aluminum structures Manufacturing Establishment located in Terrebonne Parish with the acquisition of additional forklifts, manlifts, order picker components, electrical system upgrades for Prod/Plan buildings, fiber installation, and welding equipment that will provide greater efficiency and facility output (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 Terrebonne 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 Bollinger Shipyards Houma, L.L.C., a Louisiana limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

“Company Affiliate” means any business entity that controls or is controlled by the Company or

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

“**Company Default**” is defined in Section 6.01(B).

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

“**Contract Monitor**” is defined in Section 7.01(A).

“**Default**” has the meaning set forth in Article VI.

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

“**Effective Date**” is the date of execution of this Agreement by the Secretary.

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

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

“**Exemption Period**” means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 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.

“**Force Majeure**” means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

“**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 Terrebonne 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 its Manufacturing Establishment and commenced Operation by January 1, 2023, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$2,664,562.00 in Capital Expenditures and that the Project provided for the creation 4 Jobs by a Qualified Contractor with an annual Payroll of at least \$160,000.00. 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	4	\$160,000.00
2024	4	\$160,000.00
2025	4	\$160,000.00
2026	4	\$160,000.00
2027	4	\$160,000.00
2028	4	\$160,000.00
2029	4	\$160,000.00
2030	4	\$160,000.00
2031	4	\$160,000.00
2032	4	\$160,000.00

(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:

Craig Roussel, EVP-CAO
Bollinger Houma Shipyards, L.L.C.
P.O. Box 250, Lockport, LA 70374 (USPS mail)
Telephone: (985) 532-2554

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.

BOLLINGER HOUMA SHIPYARDS, L.L.C.

By: *C P Roussel*
Signature

C P Roussel
Printed Name

Title: **EVP-CAO**

Date: **08/17/2023**

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: *Don Pierson*
Don Pierson, Secretary

Date: **10/20/2023**

LED CONTRACT MONITOR

Kristin Cheng
Signature

Kristin Cheng
Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

UNANIMOUS CONSENT OF
MEMBER OF
BOLLINGER HOUMA SHIPYARDS, L.L.C.

AD VALOREM TAX EXEMPTIONS

JUNE 3, 2022

The undersigned, being the Sole Member of Bollinger Houma Shipyards, L.L.C., does hereby adopt and ratify the following as the free act and deed of the said Bollinger Houma Shipyards, L.L.C.:

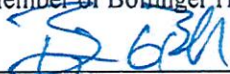
BE IT RESOLVED that Bollinger Houma Shipyards, L.L.C. shall enter into one or more contracts for Ad Valorem Tax Exemptions with the State of Louisiana, Office of Commerce and Industry;

BE IT FURTHER RESOLVED that any one of the following officers and authorized agents of Bollinger Houma Shipyards, L.L.C., to-wit: Benjamin G. Bordelon, Dino Chouest, Dionne Chouest, Damon Chouest, Casey Chouest, Ross Chouest, Andrew St. Germain and Craig Roussel each of whom may, from time to time, and one or more times, act alone and to the exclusion of all of the others, is hereby authorized, empowered and directed to appear before any Notary Public, and to execute the aforementioned Contract and all other necessary documents on behalf of and in the name of Bollinger Houma Shipyards, L.L.C. to obtain such tax exemptions and credits mentioned hereinabove, all of which shall contain such terms, provisions and conditions as the acting officer or authorized agent may, in his or her sole discretion, deem necessary and advisable as being in the best interests of Bollinger Houma Shipyards, L.L.C.

BE IT FURTHER RESOLVED that a certified copy of this Unanimous Consent shall be attached to any such contract or agreement relating to tax exemptions by the State of Louisiana, and that the grants of authority and power made herein shall continue in full force and effect until a resolution rescinding or otherwise modifying one or more grants of authority and power made herein is passed.

June 3, 2022, Lockport, Louisiana.

BOLLINGER SHIPYARDS LOCKPORT, L.L.C.
(Sole Member of Bollinger Houma Shipyards, L.L.C.)


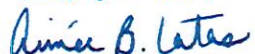

Benjamin G. Bordelon, President and CEO

CERTIFICATE

STATE OF LOUISIANA
PARISH OF LAFOURCHE

On this 3rd day of June, 2022, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared Craig Roussel, Certifying Official and Assistant Secretary of Bollinger Houma Shipyards, L.L.C., who declared that the above and foregoing is a true and correct copy of those Resolutions adopted by Unanimous Consent of the Member of Bollinger Houma Shipyards, L.L.C., on the 3rd day of June, 2022, that the same has not been rescinded or modified and remains in full force and effect.

Witnesses:


Alissa G. Duffery

Aimee B. Latas


Craig Roussel, Certifying Official/Asst. Secretary
of Bollinger Houma Shipyards, L.L.C.



RACHAEL E. BOLLINGER
NOTARY PUBLIC
LA NOTARY ID: 83226



8. 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.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes No

CONTACT TYPE (select one): Business Consultant

Contact Information:

Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____ Extension: _____

E-mail Address: _____

CERTIFICATION

(The electronic version of this document is available via Fastlane NextGen. In order to submit each Project Year, the form must be added to the existing project, signed, paid, and submitted electronically via Fastlane NextGen along with the additional materials referenced in the Document Checklist section of the form).



Monday, November 27, 2023

Item Title:

Executive Session

Item Summary:

Pursuant to LA R.S. 42:16-17, the Public Services Committee may convene into Executive Session in order to discuss the following: “Bobbie O’Bryan, Jr., on behalf of Himself and all Others Similarly Situated v. Terrebonne Parish Consolidated Government”, Civil Action No. 2:22-CV-03203, U.S. District Court for the Eastern District of Louisiana.

ATTACHMENTS:

Description

Executive Summary

Upload Date

11/20/2023

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
EXECUTIVE SESSION

PROJECT SUMMARY (200 WORDS OR LESS)
<p>Pursuant to LA R.S. 42:16-17, the Parish Council may convene into Executive Session in order to discuss the following: “Bobbie O’Bryan, Jr., on behalf of Himself and all Others Similarly Situated v. Terrebonne Parish Consolidated Government”, Civil Action No. 2:22-CV-03203, U.S. District Court for the Eastern District of Louisiana.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE
N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

<u>ACTUAL</u>	ESTIMATED
---------------	-----------

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:
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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Jessica Domangue

11/17/23

Signature

Date