

**PUBLIC NOTICE** - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, January 24, 2022, Immediately Following the Public Hearing Held At 5:30 PM At Tangipahoa Parish Gordon A Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985) 748-3211

**PUBLIC HEARING** - Notice Is Hereby Given That a Public Hearing Will Be Held by The Tangipahoa Parish Council on Monday, January 24, 2022, at 5:30 PM At Tangipahoa Parish Gordon A Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following:

**NO ITEMS LISTED FOR PUBLIC HEARING**

**Tangipahoa Parish Council  
Tangipahoa Parish Gordon A Burgess Governmental Building  
206 East Mulberry Street, Amite, LA 70422  
Regular Meeting Immediately Following Public Hearing  
January 24, 2022**

**CALL TO ORDER**

**CELL PHONES** - *Please Mute or Turn Off*

**INVOCATION**

**PLEDGE OF ALLEGIANCE** (*All Veterans and active military, please render the proper salute*)

**ROLL CALL**

**ADOPTION OF MINUTES** of the regular meeting dated January 10, 2022

**PUBLIC INPUT** - *Anyone Wishing to Address Agenda Items Which Were Not on Public Hearing*

**PARISH PRESIDENT'S REPORT**

1. Financial Report
2. RE-APPOINTMENT - Florida Parishes Human Services Authority
3. APPROVAL OF BIDS - HDPE Geomembrane Installation for Alternate Synthetic Final Cover at Landfill Cell 12 - Bid B
4. APPROVAL OF Louisiana Compliance Questionnaire
5. APPROVAL TO SEEK BIDS - Construction of Cell 15 at the Landfill

**REGULAR BUSINESS**

6. APPROVAL OF the Tax Exemption Application for Fisher Manufacturing Services, LLC
7. APPOINT/RE-APPOINT - Keep Tangipahoa Parish Beautiful Board
8. 2022 COMMITTEE APPOINTMENTS

**BEER, WINE, AND LIQUOR PERMITS**

**LEGAL MATTERS**

**COUNCILMEN'S PRIVILEGES**

**ADJOURN**

Jill DeSouge  
Clerk of Council

Daily Star  
Please Publish January 20, 2022

Posted @ T.P. Gordon A. Burgess Governmental Building January 20, 2022

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Jill DeSouge at 985-748-2290 describing the Assistance that is necessary.



## Florida Parishes Human Services Authority

**Livingston Parish**  
Carol Stafford, Vice Chair  
Cheryl Smith

**St. Tammany Parish**  
David Cressy  
Liz Gary  
Timothy Lentz

**Tangipahoa Parish**  
Genesa Garofalo Metcalf, M.D., Chair  
Mona Pellichino

**St. Helena Parish**  
Gary Porter

**Executive Director**  
Richard J. Kramer

**Washington Parish**  
Danielle Keys

January 12, 2022

Mr. Robby Miller  
Tangipahoa Parish President  
206 E. Mulberry Street  
Amite, LA 70422

Dear President Miller,

As you may be aware, the current term of Dr. Genesa Garofalo Metcalf to serve on the Executive Board for the Florida Parishes Human Services Authority expired December 31, 2021.

On December 10, 2021, at the board meeting, which was held in Hammond, LA, the FPHSA Governing Board recommended and supported Dr. Metcalf's reappointment in order to extend her term of service on the board. The FPHSA Board feels very strongly that there needs to be continuity in board membership to continue with the forward momentum and progress accomplished thus far. With that in mind and on behalf of the FPHSA Board, we are respectfully requesting that you nominate and appoint Dr. Metcalf to the board to serve an additional three-year term expiring December 31, 2024.

Please feel free to contact us should you have any questions or concerns in this matter. On behalf of FPHSA and the people we serve, please be assured that we deeply appreciate your ongoing support.

Sincerely,

Richard J. Kramer  
Executive Director

FLORIDA PARISHES HUMAN SERVICES AUTHORITY- ADMINISTRATIVE SERVICES  
835 PRIDE DRIVE • SUITE B • HAMMOND, LOUISIANA 70401  
PHONE (985) 543-4333 • FAX (985) 543-4817

[www.fphsa.org](http://www.fphsa.org)

**AN EQUAL OPPORTUNITY EMPLOYER**

*Serving: Livingston, St. Helena, St. Tammany, Tangipahoa, and Washington Parishes*



# Fourrier & de Abreu Engineers, L.L.C.

Environmental and Civil Engineering

10995 Coursey Blvd.  
Baton Rouge, LA 70816  
Phone: (225) 677-7950  
[www.fdaengineers.com](http://www.fdaengineers.com)  
[contact@fdaengineers.com](mailto:contact@fdaengineers.com)

January 21, 2022

Tangipahoa Parish Government  
206 E. Mulberry Street  
Amite, LA 70422

Delivered via email only to  
[jmckneely@tangipahoa.org](mailto:jmckneely@tangipahoa.org)

Attention: Mr. Jeff McKneely, Director of Finance

**Re: Bid "B" HDPE Geomembrane Installation (Rebid)  
Alternate Synthetic Final Cover at Landfill Cell 12  
Tangipahoa Parish Regional Solid Waste Facility  
Independence, Tangipahoa Parish, Louisiana**

---

Dear Mr. McKneely:

The bids received on January 18, 2022, for the subject Project are summarized below.

- |   |  |
|---|--|
| 1. Mustang Extreme Environmental Services:  | \$388,189.14 (corrected to \$396,597.54) |
| 2. Environmental Specialties International: | \$556,745.00                             |
| 3. K&L Environmental Solutions:             | \$663,950.98 (corrected to \$667,120.98) |
| 4. Comanco Environmental Corporation:       | \$899,475.00                             |

As noted above, Mustang Extreme Environmental Services and K&L Environmental Solutions had their total bids corrected by Fourrier & de Abreu Engineers due to arithmetic errors when reviewing their bids. However, the unit prices shall govern the bids.

It is recommended that the Contract be awarded to the low bidder, Mustang Extreme Environmental Services in the amount of \$396,597.54. The subject bid is attached hereto for your reference.

If you need any additional information, please do not hesitate to contact me.

Very truly yours,

**FOURRIER & DE ABREU ENGINEERS, LLC**

Ricardo C. de Abreu, Ph.D., P.E.  
Principal

Cc: Ms. Donna Domiano (Tangipahoa Parish Government)

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Tangipahoa Parish Government  
206 E. Mulberry Street  
Amite, LA 70422

BID FOR: Tangipahoa Parish Regional Solid Waste Facility  
HDPE Geomembrane Installation for Alternate  
Synthetic Final Cover at Landfill Cell 12 – Bid B

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Fourrier & de Abreu Engineers, LLC and dated: ~~November 1, 2021~~ December 20, 2021 - Key by 1-18-2022

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) ~~NO. 2 to bids "A", "B" and "C"~~ Key by 1-18-2022

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Three hundred eighty-eight thousand One hundred eighty-nine dollars and fourteen cents Dollars (\$ 388,189.14)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** – (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
N/A Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
N/A Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
N/A Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** MUSTANG EXTREME ENVIRONMENTAL SERVICES

**ADDRESS OF BIDDER:** 5049 EDWARDS RANCH ROAD SUITE 220  
FORT WORTH, TX 76109

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 69675

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Key Greg Abney

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** GENERAL MANAGER

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** Key G Abney

**DATE:** 12-13-2021 / 1-18-2022 Key

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

### UNIT PRICE FORM

**TO:** Tangipahoa Parish Government  
206 E. Mulberry Street  
Amite, LA 70422

**BID FOR:** Tangipahoa Parish Regional Solid Waste Facility  
HDPE Geomembrane Installation for Alternate  
Synthetic Final Cover at Landfill Cell 12 – Bid B

1/2

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>Mobilization/Demobilization – Cell 12</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>1</b>	<b>1</b>	<b>Lump Sum</b>	10,022.14	10,022.14
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>Green Double-Textured 60-mil HDPE geomembrane (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>2</b>	<b>1,110,000*</b>	<b>sq. ft.</b>	0.233	250,221.57
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HDPE Extrusion Weld Rod (Materials and Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>3</b>	<b>51</b>	<b>rolls</b>	100.00	5,100.00
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HDPE Boot for Existing Interferences/Gas System Wells and Risers – 0.25-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>4</b>	<b>12</b>	<b>units</b>	289.178	3,470.14
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HDPE Boot for Existing Interferences/Gas System Wells and Risers – 2-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>5</b>	<b>29</b>	<b>units</b>	262.896	7,623.98
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HDPE Boot for Existing Interferences/Gas System Wells and Risers – 3-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>6</b>	<b>75</b>	<b>units</b>	199.456	14,959.23
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HDPE Boot for Existing Interferences/Gas System Wells and Risers – 6-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>7</b>	<b>55</b>	<b>units</b>	275.411	15,147.61
<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>HDPE Boot for Existing Interferences/Gas System Wells and Risers – 8-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>8</b>	<b>25</b>	<b>units</b>	269.008	6,725.20

Wording for “DESCRIPTION” is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

\* Quantity for Refs. No. 2 and 3 includes material and installation in anchor trenches, diversion berms, and let-downs including areas outside of the area to be capped. Total quantity measured as 3D-area (not plan-view).

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

### UNIT PRICE FORM

**TO:** Tangipahoa Parish Government  
 206 E. Mulberry Street  
 Amite, LA 70422

**BID FOR:** Tangipahoa Parish Regional Solid Waste Facility  
 HDPE Geomembrane Installation for Alternate  
 Synthetic Final Cover at Landfill Cell 12 – Bid B

2/2

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ <b>HDPE Boot for Existing Interferences/Wells and Risers – 10-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>9</b>	<b>20</b>	<b>units</b>	321.300	6,426.01

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ <b>HDPE Boot for Existing Interferences/Condensate Sumps – 18-inch diam. (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>10</b>	<b>4</b>	<b>units</b>	481.913	1,927.65

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ <b>HDPE Boot for Existing Interferences/Isolation Valves – 2-inch diam. w/2 2"x4" plate (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>11</b>	<b>12</b>	<b>units</b>	289.178	3,470.14

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ <b>Concrete Headwall Boots as per Drawing FDAE-8 (Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>12</b>	<b>12</b>	<b>units</b>	1,652.091	19,825.09

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ <b>Gas Pressure Relief Valves (Materials and Installation)</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<b>13</b>	<b>35</b>	<b>units</b>	1,236.297	43,270.38

**Wording for "DESCRIPTION" is to be provided by the Owner.**

**All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.**

## BID BOND

Date: January 12, 2022

KNOW ALL MEN BY THESE PRESENTS:

That Mustang Extreme Environmental Services, LLC of Fort Worth, TX, as Principal, and United States Fire Insurance Company, as Surety, are held and firmly bound unto the Tangipahoa Parish Government (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

Tangipahoa Parish Regional Solid Waste Facility - HDPE Geomembrane Installation for Alternate Synthetic Final Cover at Landfill Cell 12 – Bid B

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.


Mustang Extreme Environmental Services, LLC

PRINCIPAL (BIDDER)

United States Fire Insurance Company

SURETY

BY:   
AUTHORIZED OFFICER-OWNER PARTNER

BY:   
AGENT OR ATTORNEY-IN-FACT (SEAL)  
Alexis R. Apostolidis

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

79560

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor,  
Michelle Anne McMahon, Alexis R. Apostolidis, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco, Rebecca M. Josephson, Amanda Pierina D'Angelo,  
Eric Strba, Gentry Stewart, Jennifer Gail Godere

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



*ARS*

\_\_\_\_\_  
Anthony R. Slimowicz, President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES 3/25/2024 No. 2163686**

\_\_\_\_\_  
Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12<sup>th</sup> day of January 2022

**UNITED STATES FIRE INSURANCE COMPANY**



*Peter M. Quinn*

\_\_\_\_\_  
Peter M. Quinn, Senior Vice President



**AFFIDAVIT**

STATE OF LOUISIANA

PARISH/COUNTY OF TANGIPAHOA

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish or county aforesaid, personally came and appeared Kerry  
Gregg Abney representing MUSTANG Extreme Environmental  
Services

Who, being by me first duly sworn deposed and said that he or she has read and signed this Affidavit and he/she does hereby attest, under oath, as follows:

- (1) That affiant and his or her firm is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens;
- (2) That affiant and his or her firm will continue, during the term of any contract with the Tangipahoa Parish Government, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and
- (3) That affiant and his or her firm will require all subcontractors to submit to them and/or their employer a sworn Affidavit verifying compliance with paragraphs (1) and (2) of this Affidavit.

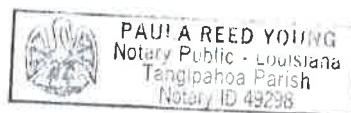
Prospective bidder or representative to sign and type or print name below signature.

Kerry G. Abney Kerry G. Abney  
Affiant Signature Printed Name

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18<sup>TH</sup> day of JANUARY, 2022

Paula Reed Young  
Notary In and for the State of Louisiana  
Residing In Tangipahoa Parish  
My Commission Expires At My Death  
ID # 49298

Paula Reed Young  
Notary Public



**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government and quasi-public agencies. Upon completion, the questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed questionnaire and a copy of the adoption instrument, if appropriate, must be given to the auditor at the beginning of the audit. The auditor will, during the course of his regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to my office.

Certain portions of the questionnaire may not be applicable to your organization, especially those related to federal financial assistance, the requirements of the *Single Audit Act*, and OMB Circular A-133. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his examination. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE  
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Government Agencies)**

January 24, 2022

James Lambert Riggs & Associates, Inc.

In connection with your audit of our financial statements as of December 31, 2021 and for the year then ended, for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our system of internal control as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of January 24, 2022.

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

Tangipahoa Parish Government

P.O. Box 215

Amite, LA 70422

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.  
121,097 – 2010 Census

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

Charles "Robby" Miller, Jr., Parish President  
1201 N General Pershing St  
Hammond LA 70401

Trent Forrest, Parish Council District 1  
19334 Hwy 38  
Kentwood, LA 70444

John Ingraffia, Parish Council District 2  
P O Box 24  
Husser LA 70442

Louis Nick Joseph, Parish Council District 3  
279 Highway 40 West  
Independence, LA 70443

Carlo S. Bruno, Parish Council District 4  
P.O. Box 1274  
Independence, LA 70443

H. G. "Buddy" Ridgel, Parish Council District 5  
17037 Ridgel Road  
Tickfaw LA 70466

Emile "Joey" Mayeaux, Parish Council District 6  
13115 Mayeaux Lane  
Hammond, LA 70401

Lionell Wells, Parish Council District 7  
1700 Mooney Avenue  
Hammond, LA 70403

David Vial, Parish Council District 8  
47162 Oak Creek Trace  
Hammond LA 70403

Brigette Delatte Hyde, Parish Council District 9  
39574 Ridgedell Road.  
Ponchatoula, LA 70454

Kim Landry Coates, Parish Council District 10  
14591 Wadesboro Road  
Ponchatoula, LA 70454

4. Period of time covered by this questionnaire:  
January 1, 2021 – December 31, 2021

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

LRS 33:1236

6. Briefly describe the public services provided:  
Governing authority of Tangipahoa Parish to provide for the health and welfare of its citizens; for construction and maintenance of roads, bridges, and drains and to regulate the sales of alcoholic beverages.

7. Expiration date of current elected/appointed officials' terms.  
January 2024

### **LEGAL COMPLIANCE**

#### **PART II. PUBLIC BID LAW**

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

A) All public works purchases exceeding \$100,000 have been publicly bid.

B) All material and supply purchases exceeding \$20,000 have been publicly bid.

Yes [X] No [ ]

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

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

Yes [ X ] No [ ]

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

Yes [ X ] No [ ]

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-16) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget [R.S. 39:1309.
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).
9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven--primarily federal funds--from the requirement to amend revenues.)

Yes [ X ] No [ ]

B. State Budget Requirements

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

Yes [ X ] No [ ]

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R. S. 39:1331-1342.  
Yes  No

**PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

**PART VI. MEETINGS**

We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:1 through 42:13.

Yes  No

**PART VII. ASSET MANAGEMENT LAWS**

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

Yes  No

**PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

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

Yes  No

**PART IX. DEBT RESTRICTION LAWS**

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

Yes  No

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

Yes  No

20. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1351).

Yes  No

**PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

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

Yes  No

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

Yes  No

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

Yes  No

**PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

**Police Juries**

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

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

Yes  No

**School Boards**

25. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-401.

Yes  No

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

Yes  No

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

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

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Education Levels of Public School Staff
- Schedule 3, Number and Type of Public Schools
- Schedule 4, Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Schedule 5, Public School Staff Data: Average Salaries
- Schedule 6, Class Size Characteristics
- Schedule 7, Louisiana Educational Assessment Program (LEAP)
- Schedule 8, Graduation Exit Examination (GEE)
- Schedule 9, IOWA and iLEAP Tests

Yes  No

**Tax Collectors**

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

Yes  No

**Sheriffs**

29. We have complied with the state supplemental pay regulations of R.S. 33:2218.8.

Yes  No

30. We have complied with R.S. 33:1432 relating to the feeding and keeping of prisoners.

Yes  No

**District Attorneys**

31. We have complied with the regulations of the Louisiana Department of Social Services that relate to the Title IV-D Program.

Yes  No

Assessors

32. We have complied with the regulatory requirements found in Title 47 of the Louisiana Revised Statutes.

Yes [ ] No [ ]

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

Yes [ ] No [ ]

Clerks of Court

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

Yes [ ] No [ ]

Libraries

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

Yes [ ] No [ ]

Municipalities

36. Minutes are taken at all meetings of the governing authority. R.S. 42:7.1.

Yes [ ] No [ ]

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

Yes [ ] No [ ]

38. All official action taken by the municipality is conducted at public meetings. R.S. 42:4.1-13.

Yes [ ] No [ ]

Airports

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

Ports

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

47. We have certified to the auditor, on an annual basis, that we have expended project funds in



accordance with the standards established by law (R.S. 34:3461).

Yes [ ] No [ ]

Sewerage Districts

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

Yes [ ] No [ ]

Waterworks Districts

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

Yes [ ] No [ ]

Utility Districts

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

Yes [ ] No [ ]

Drainage and Irrigation Districts

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

Yes [ ] No [ ]

Fire Protection Districts

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

Yes [X] No [ ]

Other Special Districts

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

Yes [X] No [ ]

The previous responses have been made to the best of our belief and knowledge.

\_\_\_\_\_ Council Clerk 01/24/2022

\_\_\_\_\_ Director of Finance 01/24/2022

\_\_\_\_\_ Parish President 01/24/2022

January 18, 2022

President Charles "Robby" Miller  
Attn: Ms. Kristen Pecararo, Clerk of Council  
Tangipahoa Parish Government  
206 E. Mulberry St.  
Amite, LA 70422

RE: Fisher Manufacturing Services, LLC  
Board of Commerce and Industry Approval Notice ("Notice")  
Tax Exemption Application #20210266-ITE - \$244,050.00

Dear President Miller:

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 Fisher Manufacturing Services, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Friday, January 14, 2022. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



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

c: Assessor, Tangipahoa Parish

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20210266)

**EXHIBIT "A"**

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

FISHER MANUFACTURING SERVICES, 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

FISHER MANUFACTURING SERVICES, 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 Tangipahoa Parish with the addition of a Puma 5100LB machine to help get new customers and get jobs for existing customers done more efficiently (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 Tangipahoa 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 FISHER MANUFACTURING SERVICES, LLC, 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 Tangipahoa 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 June 20, 2021, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$244,050.00 in Capital Expenditures and that the Project provides for the creation of 1 Job with an annual Payroll of at least \$20,000, 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
2022	1	\$20,000.00
2023	1	\$20,000.00
2024	1	\$20,000.00
2025	1	\$20,000.00
2026	1	\$20,000.00
2027	1	\$20,000.00
2028	1	\$20,000.00
2029	1	\$20,000.00
2030	1	\$20,000.00
2031	1	\$20,000.00

(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)  
11<sup>th</sup> Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)  
Telephone: (225) 342-3000

To the Company:

Debra Fisher  
FISHER MANUFACTURING SERVICES, LLC  
40057 Macedonia Rd., Hammond, LA 70403  
(225) 294-5581

**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.

FISHER MANUFACTURING SERVICES, LLC

Jenna Fisher

By: Jenna Fisher (Dec 1, 2021 14:34 CST)

*Signature*

Jenna Fisher

*Printed Name*

Title: Jenna Fisher

Date: 12/01/2021

LOUISIANA DEPARTMENT OF  
ECONOMIC DEVELOPMENT

By: Don Pierson

Don Pierson, Secretary

Date: 12/07/2021

LED CONTRACT MONITOR

Hud Usie

Hud Usie (Dec 7, 2021 12:49 CST)

*Signature*

Hud Usie

*Printed Name*



**EXHIBIT 1**

(Company Authorizing Resolution)



Fisher Manufacturing Services, LLC

40057 Macedonia Road • Hammond, Louisiana 70403

PHONE (225)294-5581 • TOLL FREE (866)800-7120 • FAX (225)294-8877

•E-mail: [jenna@fishermfgservices.com](mailto:jenna@fishermfgservices.com)

EXHIBIT 1

I Nick Fisher authorize Jenna Fisher to sign and complete documents from 20210266-ITE.

A handwritten signature in blue ink that reads 'Nick Fisher'. The signature is written over a horizontal line.

NICK FISHER 12/1/2021

President/Owner

State of  
Louisiana  
Secretary of  
State



**COMMERCIAL DIVISION**  
225.925.4704

Fax Numbers  
225.932.5317 (Admin. Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

Name	Type	City	Status
FISHER MANUFACTURING SERVICES, L.L.C.	Limited Liability Company	HAMMOND	Active

**Previous Names**

**Business:** FISHER MANUFACTURING SERVICES, L.L.C.  
**Charter Number:** 35652498K  
**Registration Date:** 2/23/2004  
**Domicile Address**

40057 MACEDONIA RD.  
HAMMOND, LA 70403

**Mailing Address**

40057 MACEDONIA RD.  
HAMMOND, LA 70403

**Status**

**Status:** Active  
**Annual Report Status:** In Good Standing  
**File Date:** 2/23/2004  
**Last Report Filed:** 1/25/2021  
**Type:** Limited Liability Company

**Registered Agent(s)**

<b>Agent:</b>	DEBRA FISHER
<b>Address 1:</b>	40057 MACEDONIA RD
<b>City, State, Zip:</b>	HAMMOND, LA 70403
<b>Appointment Date:</b>	11/1/2012

**Officer(s)**

Additional Officers: No

<b>Officer:</b>	NICHOLAS W. FISHER
<b>Title:</b>	Manager, Member
<b>Address 1:</b>	40057 MACEDONIA ROAD
<b>City, State, Zip:</b>	HAMMOND, LA 70403

<b>Officer:</b>	DEBRA WHITEHEAD FISHER
<b>Title:</b>	Manager, Member
<b>Address 1:</b>	40057 MACEDONIA ROAD
<b>City, State, Zip:</b>	HAMMOND, LA 70403

**Amendments on File**

No Amendments on file

Print



If the answer to 7.c. is "No", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

(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, with regard to the above-referenced Industrial Tax Exemption project number, the information provided in this document and additional supporting 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)

\_\_\_\_\_  
(Date)

Please include a copy of this document and remit a check for \$250 (note contract number on check) made payable to:  
Louisiana Economic Development  
617 North 3<sup>rd</sup> Street, 11<sup>th</sup> Floor  
Baton Rouge, LA 70802











# Exhibit A Fisher Manufacturing Services LLC 20210266

Final Audit Report

2021-12-07

Created:	2021-12-01
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxRQFq7WEiR5L0h5QNNjEyApVptJUuIA6

## "Exhibit A Fisher Manufacturing Services LLC 20210266" History

-  Document created by Christina Ocmand (Christina.Ocmand@la.gov)  
2021-12-01 - 7:09:27 PM GMT - IP address: 159.39.101.2
-  Document emailed to Jenna Fisher (jenna@fishermfgservices.com) for signature  
2021-12-01 - 7:12:04 PM GMT
-  Email viewed by Jenna Fisher (jenna@fishermfgservices.com)  
2021-12-01 - 8:32:21 PM GMT - IP address: 66.190.211.136
-  Document e-signed by Jenna Fisher (jenna@fishermfgservices.com)  
Signature Date: 2021-12-01 - 8:34:25 PM GMT - Time Source: server- IP address: 66.190.211.136
-  Document emailed to Hud Usie (hud.usie@la.gov) for signature  
2021-12-01 - 8:34:27 PM GMT
-  Email viewed by Hud Usie (hud.usie@la.gov)  
2021-12-01 - 9:43:52 PM GMT - IP address: 159.39.101.2
-  Document e-signed by Hud Usie (hud.usie@la.gov)  
Signature Date: 2021-12-07 - 6:49:14 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Document emailed to Don Pierson (don.pierson@la.gov) for signature  
2021-12-07 - 6:49:16 PM GMT
-  Email viewed by Don Pierson (don.pierson@la.gov)  
2021-12-07 - 6:51:54 PM GMT - IP address: 172.109.168.196
-  Document e-signed by Don Pierson (don.pierson@la.gov)  
Signature Date: 2021-12-07 - 6:52:09 PM GMT - Time Source: server- IP address: 172.109.168.196

 Agreement completed.

2021-12-07 - 6:52:09 PM GMT

# 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:** 20210266-ITE

**Date Received:** 9/22/2021

## PROJECT INFORMATION

**Company:** Fisher Manufacturing Services, LLC  
**Project Name:** PUMA 5100LB  
**Project Location:** 40057 Macedonia Rd , Hammond , LA, 70403  
**Parish:** Tangipahoa  
**City Limits?:** --

## COMPANY INFORMATION

**Product Manufactured:** FMS manufactures its products from raw material such as aluminum, stainless steel, dura bar, acetal and much more into parts for various companies. A few examples would be Pistons, Seal Sleeves, Compressors, Pumps, and also components for various machines that are obsolete.

**Manufacturing Process/Activities:** At FMS we use various processes in which a piece of raw material is cut into a desired final shape and size by a controlled material-removal process on one of our many machines. FMS manufactures its products from raw material such as aluminum, stainless steel, dura bar, acetal. Below is a list of a few of our types of machines and the activities they perform. Milling machine- A mill is a machine that uses rotary cutters to remove material from the workpiece. Many types and sizes of milling cutters exist, allowing the milling machine to carry out different kinds of cut, from threading to roughing. Machining center- A machining center is another term used to describe a CNC milling machine, a mill controlled by computer instructions. Machining centers are multifunctional pieces of equipment capable of carrying out complex procedures at high production rates. Lathe- A lathe is a kind of machine that rotates a workpiece as it makes contact with a cutting tool, enabling operations like sanding, knurling and facing. A CNC lathe, sometimes called a CNC turning center, is controlled by computer instructions. Grinding machine- A grinding machine is a kind of power tool that uses an abrasive wheel to grind the workpiece. Grinding is usually employed as a finishing process, because it provides a high surface quality. Drill press- A drill press is a kind of mounted drill whose movement is controlled by a lever. Drill presses are more powerful and stable than handheld drills and can be used for various manufacturing tasks besides drilling holes. Bandsaw- A bandsaw is a multi-use cutting machine used to make straight cuts. It is used for roughly removing sections of material before further cutting. EDM equipment. Electrical Discharge Machining (EDM) is a process that uses sparks instead of a physical cutting tool to penetrate the workpiece. Alternative versions of the technology use a wire for the tool electrode. Surface finishing tools. Most parts require a surface finish of some sort, and various pieces of equipment are used to buff, polish, sandblast and color them.



Coordinate measuring machine. A coordinate measuring machine (CMM) is a device used to measure the geometry of parts, ensuring that the machined part matches the original dimensional specifications. A CMM helps to guarantee accuracy and quality. Machines carry out different manufacturing operations, and may be either manual (operated by a machinist) or equipped with Computer Numerical Control (CNC) technology. Machinists may also use their machine shop to digitally design parts, which means the area may contain computers equipped with CAD software. Computers may also be used to operate CNC machining equipment.

## 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:** 333999  
**Project Type:** Addition  
**Project Start Date (beginning of construction and/or installation):** 5/20/2021  
**Project End Date (ending of construction and/or installation):** 6/20/2021  
**Anticipated date for the commencement of operations of this project:** 6/20/2021  
**Project Description:**

We added a Puma 5100LB machine to our shop. This machine will help not only get new customers but also get jobs out for our existing customers more efficiently. The PUMA Series is Doosan's high performance lathe series. Designed for heavy and intermittent cutting, accurate production, and premium surface finishes, this series has a wide variety of models with chuck sizes ranging from 8"-21", turning lengths up to 120", and options for sub-spindles, y-axis, and milling capabilities. This Series has a box guideway structure which prevents vibration and gives it secure dynamic rigidity. It has the highest spindle speed in its class and also delivers powerful cutting 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:** 2021

## ESTIMATED INVESTMENTS

<b>Building &amp; Materials:</b>	\$0.00
<b>Machinery &amp; Equipment:</b>	\$244,050.00
<b>Labor &amp; Engineering:</b>	\$0.00
<b>Estimated Total Investment Amount:</b>	\$244,050.00
<b>Less: Restricted Amount:</b>	\$0
<b>Total Estimated Investments:</b>	\$244,050.00

## ESTIMATED JOBS

<b>Existing Jobs at Project Site:</b>	6	
<b>Existing Jobs Statewide:</b>		
Will this project create new jobs?		<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>New Direct Jobs:</b>	1	
<b>Contract Jobs:</b>		
<b>Will new jobs be created in phases?</b>	no	
<b>Explain:</b>		
<b>Construction Jobs:</b>	0	
<b>Total Estimated Jobs:</b>	7	
<b>New Jobs for this phase:</b>	0	
If no new jobs are being created with this project, will existing jobs be retained?		<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>If yes, provide a compelling reason(s) for retention:</b>		

## ESTIMATED PAYROLL

<b>Existing Jobs Payroll:</b>	\$147,513.00
<b>Existing Jobs Statewide Payroll:</b>	\$0.00
<b>New Direcy Jobs Payroll:</b>	\$20,000.00
<b>Contract Jobs Payroll:</b>	\$0.00
<b>Construction Jobs Payroll:</b>	\$0.00
<b>Total Estimated Payroll:</b>	\$167,513.00
<b>    New payroll for current phase:</b>	\$0.00

## PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1060

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):** 3088.00

## 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

Fisher Manufacturing Services, LLC.

## ESTIMATED BENEFIT

<b>Investment Amount:</b>	\$244,050.00
<b>x Assessment Percentage:</b>	0.15
<b>x Millage Rate:</b>	0.1060
<b>=Annual Exemption</b>	\$3,880.40
<b>Annual Exemption * 5 years at 80%</b>	\$15,521.58
<b>+ Annual Exemption * 5 years at 80%</b>	\$15,521.58

=Estimated Ten Year Property Tax Exemption

\$31,043.16

### FEE CALCULATION

<b>Estimated Ten Year Property Tax Exemption :</b>	\$31,043.16
<b>x Rate</b>	0.005
<b>= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)</b>	\$500.00
<b>Amount Paid:</b>	\$500.00
<b>Amount Due:</b>	\$0.00

### ATTACHMENTS

Document Type	Document Name	Date
Breakdown of Purchases	20210266 BREAKDOWN OF PURCHASE.xlsx	9/22/2021
Baseline Calculation Worksheet	Industrial tax exemption PUMA 5100.pdf	9/22/2021
Notarized Affidavit	Industrial tax exemption.pdf	9/22/2021
Proof of Millage	Milage.pdf	9/22/2021
Baseline Calculation Worksheet	baseline 2.pdf	10/14/2021
Baseline Calculation Worksheet	baseline 1.pdf	10/14/2021
Other	Wage report 2.pdf	10/14/2021
Other	Wage report 1.pdf	10/14/2021
Breakdown of Purchases	20210266 BREAKDOWN OF PURCHASE-2.xlsx	10/19/2021

### PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$500.00	9/22/2021	ODNFMVB0FD	visa_credit

### PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Debra	Fisher	debbie@fishermfgservices.com	Fisher Manufacturing Services	40057 Macedonia Rd. , Hammond , LA, 70403	(225) 294-5581	Business Signatory
Jenna	Fisher	jenna@fishermfgservices.com	Fisher Manufacturing Services LLC.	40057 Macedonia Rd. , Hammond , LA, 70403	(225) 294-5581	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: Treasurer

First Name: Debra

Last Name: Fisher

Email Address: debbie@fishermfgservices.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, **Debra W Fisher**

, **approve the above information.**



## NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development (“Department”) of the following action by [INSERT ENTITY NAME] pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

\_\_\_\_\_ Industrial Tax Exemption Application #20210266-ITE has been placed on the agenda for a public meeting of [INSERT ENTITY NAME], notice of which is attached hereto, thus hereby requesting an additional 30 days to take action on the Application.

\_\_\_\_\_ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20210266-ITE and voted to **APPROVE** the Application.

\_\_\_\_\_ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20210266-ITE and voted to **DENY** the Application.

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

Recommended methods of sending notice:

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

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

## Keep Tangipahoa Beautiful

(2 - 2 year terms)

Meetings 3rd Tuesday of month at 5:00 PM at Drainage Office in Tickfaw

Contact: Mrs Ginger Tastet  
985-517-4811  
114 N Laurel Street  
Amite, LA 70422

Commissioner	Appointed By	Term	Expiration	Meeting Appointed
Dori St. Cyr	7	2	May 2023	5/24/2021
Ronald Harrell	1	2	May 2023	4/26/2021
Robin Spears	2	1	May 2023	5/24/2021
Letha Cook	3	2	May 2023	4/12/2021
Donny Latiolais	4	2	May 2023	6/14/2021
Ra'Mon Wheeler	6	1	May 2023	4/12/2021
Leisa Deblieux	8	1	May 2023	4/12/2021
David Derks	9	1	May 2023	4/26/2021
Linda McClellan	10	1	May 2023	4/26/2021
EJ Forgotston	5	1	May 2021	

*T.P. Resolution No. R18-07*

*Appointed by the Parish Governing Authority*

*Board consists of no less than 10 members no more than 12 members*

*2 term limits served by commissioners per Section 7-06 of the Charter*

*Commissioners serve terms of 2 years per KTPB by laws*