



**Minutes of August 11, 2020 – Regular Meeting
Mayor and Board of Selectmen
City of Plaquemine, Louisiana**

The Mayor and Board of Selectmen met for a Regular Meeting at Plaquemine City Hall, second floor courtroom, 23640 Railroad Avenue, City of Plaquemine, Parish of Iberville, State of Louisiana, 70764 on Tuesday, August 11, 2020 at 6:30 p.m., with the following members present:

Present: Mayor Edwin M. Reeves, Jr. and Selectmen Lindon A. Rivet, Jr., Oscar S. Mellion, Russell L. Gerace, Timothy L. Martinez and Jimmie Randle, Jr.

Absent: Selectman Ralph J. Stassi, Jr.

The Pledge of Allegiance followed the Clerk's evidence of proper notice for the calling of the meeting.

A moment of silence was observed for the passing of city employee James Cox and Mrs. Jacquelyn Callegan, mother of city employee Jacquelyn Salvato,
PUBLIC COMMENTS (MUST REGISTER WITH THE CLERK).

There were no public comments at this time.

MR. RUDY OURSO, CANDIDATE FOR CITY COUNCIL, DISTRICT 5; FORMALLY INTRODUCING HIMSELF TO THE MAYOR AND BOARD.

Mr. Rudy Ourso addressed Mayor and Board as candidate for Board of Selectman, District V. ADOPT AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING ELEVEN MILLION DOLLARS (\$11,000,000) OF SALES TAX REFUNDING BONDS OF THE CITY OF PLAQUEMINE, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SUCH BONDS AND PROVIDING FOR THE PAYMENT THEREOF; AUTHORIZING AN AGREEMENT WITH THE PAYING AGENT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

The following ordinance was offered by Selectman Lindon A. Rivet, Jr. and seconded by Selectman Oscar S. Mellion:

ORDINANCE NUMBER: 393

An Ordinance authorizing the issuance of not exceeding Eleven Million Dollars (\$11,000,000) of Sales Tax Refunding Bonds of the City of Plaquemine, State of Louisiana; prescribing the form, terms and conditions of such Bonds and providing for the payment thereof; authorizing an agreement with the Paying Agent; and providing for other matters in connection therewith.

WHEREAS, the Parish of Iberville, State of Louisiana (the "Parish") is now levying and collecting a two-thirds percent (2/3%) sales and use tax pursuant to an election held on July 13, 1991 (the "1991 Tax"), at which election the following proposition was approved by a majority of the qualified electors voting at such election, viz:

PROPOSITION

"Shall the Parish of Iberville, State of Louisiana (the "Parish") under the provisions of Article VI, Section 29(B) of the Constitution of the State of Louisiana of 1974 and other constitutional and statutory authority supplemental thereto, be authorized to levy and collect, and adopt an ordinance providing for such levy and collection, a tax of two-third (2/3%) per cent upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption of tangible personal property, and upon the sale of services within the Parish, all as presently or hereafter defined in R.S. 47:301 through R.S. 47:317, the proceeds to be used by the Parish (after paying the reasonable and necessary expenses of collecting and administering the tax), to be allocated and divided between the Parish and municipalities in the Parish as follows:

Political Subdivision

Police Jury of the Parish of Iberville,
Louisiana, as the governing authority

**Pro Rata
Percentage**

of said parish	62.0439%
Village of Grosse Tete, Louisiana	1.7424%
Village of Maringouin, Louisiana	3.7006%
City of Plaquemine, Louisiana	23.1441%
Village of Rosedale, Louisiana	2.5991%
Town of White Castle, Louisiana	6.7699%

to be used by the Parish and municipalities in the Parish to pay the cost of capital outlay projects; maintaining and operating public facilities; administering local governments; and for any other lawful purpose and further shall the Parish and municipalities in the Parish be authorized to fund the proceeds of the tax into bonds to be issued in series from time to time, for the purpose of paying the cost of any capital improvements or projects, to the extent and in the manner permitted by the laws of Louisiana, including, but not limited to, Sub-Part F, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended?"

WHEREAS, the Parish is also now levying and collecting a one percent (1%) sales and use tax pursuant to an election held on July 16, 2005 (the "2005 Tax"), at which election the following proposition was approved by a majority of the qualified electors voting at such election, viz:

SALES TAX CONTINUATION PROPOSITION

SUMMARY: 1% SALES TAX CONTINUATION, FOR 30 YEARS, CHANGING THE ALLOCATION OF PROCEEDS AMONG THE MUNICIPALITIES AND THE PARISH (LAST REAUTHORIZED IN 1980), FOR EXPENDITURE BY THE PARISH AND THE MUNICIPALITIES FOR ANY LAWFUL PUBLIC PURPOSE AND/OR FOR CAPITAL IMPROVEMENTS SUBJECT TO FUNDING INTO BONDS.

Shall the Parish of Iberville, State of Louisiana (the "Parish"), under Article VI, Section 29(A) of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority, be authorized to continue to levy and collect a tax of one percent (1%) (the "Tax") (last reauthorized November 4, 1980), for a period of thirty (30) years beginning July 1, 2006, upon the sale at retail, the use, the lease or rental, the consumption, and the storage for use or consumption, of tangible personal property and on sales of services in the Parish, with the proceeds of the Tax (after paying the reasonable and necessary costs and expenses of collecting and administering the Tax), to be allocated between the Parish and municipalities to provide funds for any lawful public purpose and/or for capital improvements, equipment and furnishings, as follows:

<u>Political Subdivision</u>	<u>Pro-Rata Percentage</u>
Iberville Parish	52.4541%
Village of Grosse Tete	2.2432%
Village of Maringouin	4.2253%
City of Plaquemine	23.6507%
Village of Rosedale	2.5211%
City of St. Gabriel	8.3903%
Town of White Castle	6.5153%

provided that the allocation of the tax proceeds between the Parish and the municipalities shall be subject to change after each Federal census based upon the respective population of each tax recipient body as their boundaries exist on May 1, 2005, provided that under no circumstances shall the Parish allocation be reduced to less than 50% of the tax proceeds and the remainder divided among the municipalities, and shall the proceeds of the Tax be subject to funding into bonds by the Parish and the municipalities respectively for the purpose of financing any capital improvements, permitted by Law, including, Sub-Part F, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended; further provided, however, that no changes in the allocation or distribution of the avails or proceeds of the Tax as herein provided shall be effective in a manner to deprive any political subdivision of sufficient Tax avails or proceeds required to pay principal and interest on any bonds which may be legally issued and outstanding, or reduce the pro-rata allocation of any municipality?

WHEREAS, the Parish is also now levying and collecting a one percent (1%) sales and use tax pursuant to an election held on September 30, 2006 (the “2006 Tax”), at which election the following proposition was approved by a majority of the qualified electors voting at such election, viz:

SALES TAX PROPOSITION

SUMMARY: 1% SALES AND USE TAX FOR 30 YEARS LEVIED IN 1/3% ANNUAL INCREMENTS FOR EXPENDITURE BY THE PARISH AND THE MUNICIPALITIES FOR ANY LAWFUL PUBLIC PURPOSE AND/OR FOR CAPITAL IMPROVEMENTS SUBJECT TO FUNDING INTO BONDS.

Shall the Parish of Iberville, State of Louisiana (the “Parish”), under Article VI, Section 29(A) of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority, be authorized to levy and collect a new tax of one percent (1%) (the “Tax”), to the extent permitted by law, for a period of thirty (30) years, 1/3% to be levied beginning January 1, 2007, 2/3% beginning January 1, 2008, and the full 1% beginning January 1, 2009, upon the sale at retail, the use, the lease or rental, the consumption, and the storage for use or consumption, of tangible personal property and on sales of services in the Parish, with the proceeds of the Tax (after paying the reasonable and necessary costs and expenses of collecting and administering the Tax), to be allocated between the Parish and municipalities to provide funds for any lawful public purpose and/or for capital improvements, equipment and furnishings, as follows:

<u>Political Subdivision</u>	<u>Pro-Rata Percentage</u>
Iberville Parish	52.4541%
Village of Grosse Tete	2.2432%
Village of Maringouin	4.2253%
City of Plaquemine	23.6507%
Village of Rosedale	2.5211%
City of St. Gabriel	8.3903%
Town of White Castle	6.5153%

provided that the allocation of the tax proceeds shall be subject to change after each Federal census based upon the respective population of each tax recipient body as their boundaries existed on May 1, 2005, provided that the Parish allocation shall never be reduced to less than 50% of the tax proceeds and the remainder divided among the municipalities, and shall the proceeds of the Tax be subject to funding into bonds by the Parish and the municipalities respectively for the purpose of financing any capital improvements, permitted by law, including, Sub-Part F, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended; further provided, however, that no changes in the allocation or distribution of the avails or proceeds of the Tax as herein provided shall be effective in a manner to deprive any political subdivision of sufficient Tax avails or proceeds required to pay principal and interest on any bonds which may be legally issued and outstanding, or reduce the pro-rata allocation of any municipality?

WHEREAS, pursuant to the authority of the aforesaid elections, the governing authority of the Parish adopted ordinances on August 6, 1991, December 20, 2005 and November 21, 2006 (collectively, the “Tax Ordinance”), providing for the levy and collection of the aforesaid 1991 Tax, the 2005 Tax and the 2006 Tax, respectfully (the 1991 Tax, the 2005 Tax and the 2006 Tax collectively sometimes referred to as the “Tax”); and

WHEREAS, the City of Plaquemine, State of Louisiana (the “Issuer”), in accordance with the aforesaid propositions, receives a portion of the revenues of each Tax from the Parish; and

WHEREAS, in accordance with the provisions of the Tax Ordinance, the proceeds of the Tax received by the Issuer, after the reasonable and necessary costs and expenses of the collection and administration thereof have been paid therefrom (the “Net Revenues of the Tax”) shall be available for appropriation and expenditure by the Issuer for capital improvement purposes, as designated in the propositions authorizing the levy of the aforesaid Tax, which includes the payment of bonds authorized to be issued in accordance with Louisiana law; and

WHEREAS, the Issuer, has heretofore issued and presently has outstanding the following described bonds:

Sales Tax Bonds, Series 2010A, dated June 9, 2010 (the "Series 2010A Bonds"), maturing serially on December 1 of the years 2020 through 2030, inclusive, pursuant to an ordinance adopted on March 23, 2010, and issued in the original principal amount of \$1,363,000.

Sales Tax Bonds, Series 2010B, dated July 1, 2010 (the "Series 2010B Bonds"), maturing serially on December 1 of the years 2020 through 2029, inclusive, pursuant to an ordinance adopted on March 23, 2010, and issued in the original principal amount of \$11,900,000.

Taxable Sales Tax Bonds, Series 2012, dated December 20, 2012 (the "Series 2012 Bonds"), maturing serially on December 1 of the years 2020 through 2033, inclusive, pursuant to an ordinance adopted on November 13, 2012, and issued in the original principal amount of \$8,000,000.

Sales Tax Revenue and Refunding Bonds, Series 2013, dated November 21, 2013 (the "Series 2013 Bonds"), maturing serially on December 1 of the years 2020 through 2032, inclusive, pursuant to an ordinance adopted on October 22, 2013, and issued in the original principal amount of \$4,885,000.

Sales Tax Refunding Bonds, Series 2017, dated December 14, 2017 (the "Series 2017 Bonds"), maturing serially on December 1 of the years 2020 through 2032, inclusive, pursuant to an ordinance adopted on October 10, 2017, and issued in the original principal amount of \$2,380,000.

WHEREAS, the Mayor and Board of Selectmen of the City of Plaquemine, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Issuer, has found and determined that it would be financially advantageous to the Issuer to refund and refinance those maturities of the Series 2010B Bonds and the Series 2013 Bonds described in **Exhibit A** hereto (such bonds being the "Refunded Bonds"); and

WHEREAS, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), authorize the Issuer to dedicate certain revenues anticipated to be received to the repayment of obligations, and to issue refunding bonds for the purpose of refunding outstanding securities in an amount to effectuate the purposes for which said refunding bonds are being issued, and to secure said refunding bonds in the manner provided by the Governing Authority of the Issuer; and

WHEREAS, it is now the desire of this Governing Authority to issue not exceeding \$11,000,000 of Sales Tax Refunding Bonds (the "Bonds"), secured by and payable from the Net Revenues of the Tax, for the purposes of (i) refunding all or a portion of the Refunded Bonds, (ii) funding a reserve, if required, and (iii) paying costs of issuance of the Bonds; and

WHEREAS, the Issuer has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax herein pledged, except its outstanding (i) Sales Tax Bonds, Series 2010A, (ii) unrefunded Series 2010B Bonds, if any, (iii) Taxable Sales Tax Bonds, Series 2012, (iv) unrefunded Series 2013 Bonds, if any, and (v) Sales Tax Refunding Bonds, Series 2017 (collectively, the "Outstanding Parity Bonds"); and

WHEREAS, under the terms and conditions of the ordinances adopted by the Issuer on July 15, 2008, March 23, 2010, June 8, 2010, September 25, 2012, November 13, 2012, October 22, 2013, and October 10, 2017, authorizing the issuance of the Outstanding Parity Bonds (collectively, the "Outstanding Parity Bond Ordinance"), the Issuer has authority to issue additional bonds on a complete parity with the Outstanding Parity Bonds under the terms and conditions provided therein; and

WHEREAS, the Issuer has determined that all the terms and conditions specified in the Outstanding Parity Bond Ordinance have been or will be complied with prior to the delivery of the Bonds, and it is the express desire and intention of the Issuer that the Bonds be issued on a complete parity with the Outstanding Parity Bonds; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made to provide for the call for redemption of the Refunded Bonds, said notices of redemption to be substantially in the forms attached as **Exhibit B** hereto; and

WHEREAS, it is now desired to fix the details necessary with respect to the issuance of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided;
NOW, THEREFORE, BE IT ORDAINED by the Mayor and Selectmen of the City of Plaquemine, State of Louisiana (the “Governing Authority”), acting as the governing authority of the City of Plaquemine, State of Louisiana (the “Issuer”), that:

SECTION 1. Definitions. In addition to the definitions set forth in the preamble hereto, the following terms shall have the following meanings as used herein, unless the context otherwise requires:

“**Act**” means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“**Additional Parity Bonds**” means any additional *pari passu bonds* which may hereafter be issued pursuant to Section 17 hereof on a parity with the Bonds.

“**Agreement**” means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Bond Ordinance.

“**Bond**” or “**Bonds**” means the Sales Tax Refunding Bonds, Series 2020, of the Issuer issued by this Bond Ordinance in the maximum aggregate principal amount of Eleven Million Dollars (\$11,000,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

“**Bond Register**” means the registration books of the Paying Agent in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

“**Bond Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Bond Purchase Agreement**” means the agreement for the purchase and sale of the Bonds by and between the Issuer and the Purchaser, in substantially the form attached hereto as **Exhibit C**.

“**Bond Year**” means the one year period ending on December 1 of each year, the principal payment date for the Bonds.

“**Business Day**” means a day of the year on which banks located in the cities in which the principal corporate trust offices of the Paying Agent are located are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Costs of Issuance**” means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the Issuer, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Bonds.

“**Defeasance Obligations**” means (i) cash, or (ii) non-callable Government Securities.

“**Elections**” means collectively the July 13, 1991 election, the July 16, 2005 election and the September 30, 2006 election held in the Parish to authorize the 1991 Tax, the 2005 Tax and the 2006 Tax, respectively.

“**Escrow Agent**” shall mean Argent Trust Company, Ruston, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

“**Escrow Agreement**” means the Defeasance and Escrow Deposit Agreement between the issuer and the Escrow Agent, in the form to be approved by subsequent ordinance of the Governing Authority.

“**Executive Officers**” means collectively the Mayor and the City Clerk of the Issuer.

“Fiscal Year” means the twelve-month accounting period commencing on the first day of November or any other twelve-month accounting period determined by the Governing Authority as the fiscal year of the Issuer.

“Governing Authority” means the Mayor and Selectmen of the City of Plaquemine, State of Louisiana.

“Government Securities” means direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

“Interest Payment Date” means June 1 and December 1 of each year, commencing December 1, 2020.

“Issuer” or **“City”** means the City of Plaquemine, State of Louisiana.

“Net Revenues of the Tax” means collectively (i) the Issuer’s portion (23.1441%) of the net avails or proceeds of the 1991 Tax, (ii) the Issuer’s portion (currently 23.7649%) of the net avails or proceeds of the 2005 Tax, and (iii) the Issuer’s portion (currently 23.7649%) of the net avails or proceeds of the 2006 Tax, after the reasonable and necessary costs and expenses of the collection and administration thereof have been paid therefrom.

“Outstanding” when used with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Bond Ordinance, except:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds for whose payment or redemption sufficient funds have been theretofore deposited with the Paying Agent in trust for the Owners of such Bonds as herein;
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and
- (d) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Bond Ordinance.

“Outstanding Parity Bonds” has the meaning given in the preamble hereto.

“Outstanding Parity Bond Ordinance” has the meaning given in the preamble hereto.

“Owner” or **“Owners”** when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

“Parish” means the Parish of Iberville, State of Louisiana.

“Paying Agent” means Argent Trust Company, Ruston, Louisiana, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond Ordinance, and thereafter Paying Agent shall mean such successor Paying Agent.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Purchaser” means Stifel, Nicolaus & Company., Inc., of Baton Rouge, Louisiana, the original purchaser of the Bonds.

“Qualified Investments” means the following, provided that the same are at the time legal for investment of the Issuer's funds and, if required by law, are secured at all times by collateral described in clause (A) below:

- (A) Government Securities, including obligations of any of the Federal agencies set forth in clause (B) below to the extent unconditionally guaranteed by the United States of America and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (A) such as those securities commonly known as CATS, TIGRS and/or STRIPS;
- (B) bonds, debentures or other evidences of indebtedness issued by the Private Export Funding Corporation, Federal Home Loan Bank System, Federal Home Loan Mortgage

Corporation, Federal National Mortgage Association and Student Loan Marketing Association;

- (C) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State (including the Paying Agent) which is a member of the Federal Deposit Insurance Corporation and which are secured at all times by collateral described in clause (A) above;
- (D) certificates of deposit, savings accounts, deposit accounts or money market deposits of any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State (including the Paying Agent) which are fully insured by the Federal Deposit Insurance Corporation; and
- (E) the Louisiana Asset Management Pool (LAMP).

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date, whether or not such day is a Business Day.

“**Refunded Bonds**” has the meaning given in the recitals hereto.

“**Reserve Fund Alternative Investment**” means a surety bond or insurance policy issued by an insurance company or an irrevocable letter of credit issued by a bank to be deposited in the Reserve Fund, and shall include any surety bond or insurance policy designated in the Bond Purchase Agreement.

“**Reserve Fund Requirement**” means as of any date of calculation, a sum equal to the lesser of (i) 10% of the original proceeds of the Bonds, the Outstanding Parity Bonds and any issue of Additional Parity Bonds payable from the Net Revenues of the Tax, calculated in accordance with applicable provisions of the Code and the regulations promulgated thereunder, (ii) the maximum principal and interest requirements for any succeeding Bond Year (ending December 1) on the Bonds, the Outstanding Parity Bonds and any issue of Additional Parity Bonds payable from the Net Revenues of the Tax, or (iii) 125% of the average annual principal and interest requirements on the Bonds, the Outstanding Parity Bonds and any issue of Additional Parity Bonds payable from the Net Revenues of the Tax; provided, however, that the Reserve Fund Requirement may be satisfied by cash or Reserve Fund Alternative Investment, or a combination of the foregoing.

“**Tax**” means collectively the 1991 Tax, the 2005 Tax, and the 2006 Tax, said taxes being levied and collected by the Issuer pursuant to said elections and the Tax Ordinances.

“**Tax Ordinances**” means collectively the ordinances adopted by the governing authority of the Parish on August 6, 1991, December 20, 2005 and November 21, 2006, providing for the levy and collection of the Tax.

“**1991 Tax**” means the two-thirds of one percent (2/3%) sales and use tax being levied and collected by the Parish, pursuant to an election held in the Parish on July 13, 1991.

“**2005 Tax**” means the one percent (1%) sales and use tax being levied and collected by the Parish pursuant to an election held in the Parish on July 16, 2005.

“**2006 Tax**” means two-thirds of one percent (2/3%) sales and use tax levied and collected by the Parish pursuant to an election held in the Parish on September 30, 2006, which shall increase to one percent (1%) beginning January 1, 2009.

SECTION 2. Authorization of Bonds. In compliance with and under the authority of the Act, and other constitutional and statutory authority, there is hereby authorized the incurring of an indebtedness of not exceeding Eleven Million Dollars (\$11,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) refunding the Refunded Bonds through the escrow of a portion of the proceeds of the bonds, together with other available moneys of the Issuer, in accordance with the terms of the Escrow Agreement; (ii) funding a reserve, if required, and (iii) paying costs of issuance of the Bonds, and to represent the said indebtedness, the Issuer does hereby authorize the issuance of not exceeding Eleven Million Dollars (\$11,000,000) of its Sales Tax Refunding Bonds.

The Issuer is authorized to issue the bonds in one or more series, either of which may be taxable or tax-exempt, as shall be set forth in the Bond Purchase Agreement. If the Bonds are to be issued in

multiple series, each series shall carry such distinguishing designations as may be advisable, and the Bond Purchase Agreement shall set forth the specific purposes for each series.

The Bonds shall be dated the date of delivery, shall be numbered consecutively from R-1 upwards, shall mature on December 1 in each of the years and in the principal amounts as shall be set forth in the Bond Purchase Agreement, may be serial bonds or term bonds with mandatory call provisions, as set forth in the Bond Purchase Agreement, and shall mature no later than December 1, 2032. The unpaid principal of the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided, payable on June 1 and December 1, of each year, beginning December 1, 2020.

The principal of and interest on the Bonds shall be payable in such coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

The Bonds shall bear interest at a rate or rates of interest (not exceeding 5.00% per annum) and shall be sold at such price (premium, par or discount) all as set forth in the Bond Purchase Agreement.

The principal of the Bonds, upon maturity or redemption, shall be payable at the principal office of the Paying Agent, upon presentation and surrender thereof, and interest on the Bonds will be payable by check mailed by the Paying Agent to the Owner (determined as of the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Bond Ordinance upon transfer or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so that neither gain nor loss in interest shall result from such transfer, exchange or substitution. No Bond shall be entitled to any right or benefit under this Bond Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Bond Ordinance, executed by the Paying Agent by manual signature.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amounts of Bonds outstanding, all payments of principal and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal and interest, whether by check or by wire transfer.

SECTION 3. Book Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), as registered owner of the Bonds, and held in the custody of DTC. The City Clerk of the Issuer or any other officer of the Issuer is authorized to execute and deliver a Letter of Representation to DTC on behalf of the Issuer with respect to the issuance of the Bonds in “book-entry only” format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Ordinance and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the Beneficial Owners.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the Issuer nor the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy *in lieu* of consent.

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Ordinance of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 4. Redemption of Bonds. The Bonds may be subject to optional and Mandatory Sinking Fund Redemption requirements as set forth in the Bonds Purchase Agreement.

In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for redemption will be given by the Paying Agent by first class mail, postage prepaid, or via accepted means of electronic communication, not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

SECTION 5. Registration, Transfer and Exchange of Bonds. Except as provided under DTC's book-entry only system, the Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register the transfer of, or exchange (i) any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date, or (ii) any Bond called for redemption prior to maturity, during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Bond and ending on the date of such redemption.

SECTION 6. Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the form attached hereto as **Exhibit D.**

SECTION 7. Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of the Issuer and under the corporate seal of the Issuer, which signature and seal may be either manual or facsimile.

SECTION 8. [Reserved.]

SECTION 9. Recital of Regularity. This Governing Authority, having investigated the regularity of the proceedings had in connection with this issue of Bonds, and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

“It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State.”

SECTION 10. Pledge of Net Revenues of the Tax. The Bonds, equally with the Outstanding Parity Bonds, shall be secured by and payable in principal and interest solely from an irrevocable pledge

and dedication of the Net Revenues of the Tax. The Net Revenues of the Tax are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds and Outstanding Parity Bonds, in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. In compliance with the Tax Ordinance, all of the Net Revenues of the Tax shall be set aside in a separate fund, as provided in the Outstanding Parity Bond Ordinance and as herein provided, and shall be and remain pledged for the security and payment of the Bonds and the Outstanding Parity Bonds in principal and interest and for all other payments provided for in this Bond Ordinance until the Bonds and the Outstanding Parity Bonds shall have been fully paid and discharged.

SECTION 11. **Flow of Funds.** In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer covenants as follows:

All of the avails or proceeds derived by the Issuer from the levy and collection of the Tax shall continue to be deposited daily as the same may be collected in a separate and special bank account maintained with the regularly designated fiscal agent of the Issuer and designated as the "Sales Tax Fund" (the "Sales Tax Fund"). The Sales Tax Fund shall constitute a dedicated fund of the Issuer, from which appropriations and expenditures by the Issuer shall be made solely for the purposes designated in the propositions authorizing the levy of the Tax. Out of the funds on deposit in the Sales Tax Fund, the Issuer shall first pay all reasonable and necessary costs and expenses of collection and administration of the Tax. After payment of such costs and expenses, then the remaining Net Revenues of the Tax in the Sales Tax Fund shall be administered and used in the following order of priority and for the following express purposes:

- (a) The maintenance of the "Sales Tax Bond Sinking Fund" (the "Sinking Fund"), with the regularly designated fiscal agent of the Issuer, sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds issued hereafter in the manner provided by this Bond Ordinance, as they severally become due and payable, by transferring from the Sales Tax Fund to the regularly designated fiscal agent of the Issuer, monthly in advance on or before the 20th day of each month of each year, a sum equal to the pro-rata amount of interest falling due on the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds on the next Interest Payment Date and the pro-rata amount of the principal falling due on the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds on the next principal payment date, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due. Said fiscal agent shall transfer from the Sinking Fund to the paying agent bank or banks for all bonds payable from the Sinking Fund, at least one (1) day in advance of the date on which payment of principal or interest falls due, immediately available funds fully sufficient to pay promptly the principal and interest so falling due on such date.
- (b) The maintenance of the "2008 Sales Tax Bond Reserve Fund" (the "Reserve Fund"), with the regularly designated fiscal agent of the Issuer. On the date of issuance of the Bonds, the Issuer shall (i) deposit from the proceeds of the Bonds into the Reserve Fund an amount equal to the Reserve Fund Requirement or (ii) deposit to the credit of the Reserve Fund a Reserve Fund Alternative Investment, as set forth in the Bond Purchase Agreement such that the total amount of all cash and Reserve Fund Alternative Investments held in the Reserve Fund as of the date of issuance is not less than the Reserve Fund Requirement. Moneys in the Reserve Fund shall be used solely for transfer to the Sinking Fund in amounts required to prevent any default in the payment of the principal of and interest on the Bonds and the Outstanding Parity Bonds and, at the option of the Issuer, for payment of the final principal and interest requirements of the Bonds or any Outstanding Parity Bonds.

Whenever the amount in the Reserve Fund, together with the amount in the Sinking Fund, is sufficient to pay in full all Bonds, Additional Parity Bonds, and the Outstanding Parity Bonds in accordance with their terms (including principal or applicable premium and interest thereon), the funds on deposit in the Reserve Fund shall be transferred to the Sinking Fund and shall be available to pay all Bonds, Additional Parity Bonds, and the Outstanding Parity Bonds in accordance with their terms (including principal or applicable premium and interest thereon). Prior to said transfer, all investments held in the Reserve Fund shall be liquidated to the extent necessary in order to provide for the timely payment of principal and interest (or redemption premium) on the Bonds and the Outstanding Parity Bonds.

In lieu of the required transfers to the Reserve Fund or to provide for the removal of all or a portion of the amounts on deposit in the Reserve Fund, the Issuer may cause to be deposited into the Reserve Fund a Reserve Fund Alternative Investment for the benefit of the Owners in an amount equal to (i) the difference between the Reserve Fund Requirement and the sums then on deposit in the Reserve Fund, if any or (ii) the Reserve Fund Requirement. The Reserve Fund Alternative Investment shall, while the Bonds and the Outstanding Parity Bonds are Outstanding, be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from the Reserve Fund and applied to the payment of principal of or interest on any Bonds and the Outstanding Parity Bonds when such withdrawal cannot be met by amounts on deposit in the Sinking Fund or the Reserve Fund or provided from any other fund or account under this Bond Ordinance. Notwithstanding the foregoing, any Reserve Fund Alternative Investment deposited in the Reserve Fund shall have a credit rating at least equal to the credit rating then assigned to the Bonds, if any, by at least one nationally recognized statistical rating organization as of the date of deposit therein.

To the extent the Reserve Fund is funded with more than one Reserve Fund Alternative Investment, then, in the event of any draw upon the Reserve Fund, the Paying Agent must make claims pro rata (in the proportion which the maximum amount available under each Reserve Fund Alternative Investment bears to the total Reserve Fund Requirement) against each Reserve Fund Alternative Investment on deposit in the Reserve Fund.

In the event of the refunding of any Bonds, the Issuer may withdraw from the Reserve Fund all, or any portion of, the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts to be held for the payment of the principal or redemption premium, if applicable and interest on the bonds being refunded; provided that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the terms of this Bonds Ordinance, and (ii) the amount remaining in the Reserve Fund, after giving effect to the issuance of the Refunding Bonds and the disposition of the proceeds thereof, shall not be less than the Reserve Fund Requirement.

In the event that Additional Parity Bonds are issued hereafter in the manner provided by this Bond Ordinance, there shall be immediately transferred from the proceeds of such Additional Parity Bonds and/or from the Sales Tax Fund into the Reserve Fund such amount (as may be designated in the ordinance authorizing the issuance of such Additional Parity Bonds) as will increase the total amount on deposit in the Reserve Fund to a sum equal to the Reserve Fund Requirement for all outstanding bonds payable from the Sinking Fund and any such Additional Parity Bonds; provided, however, that in the event of the issuance of Additional Parity Bonds, the Reserve Fund Requirement may be satisfied by cash or Reserve Fund Alternative Investment, or any combination thereof.

- (c) All or any part of the moneys in the Sales Tax Fund, the Sinking Fund or the Reserve Fund shall at the written request of the Governing Authority be invested in Qualified Investments maturing in five (5) years or less, in which event all income derived from

such investments shall be added to the Sales Tax Fund, with the exception that any interest earnings from invested funds of the Reserve Fund shall be retained therein until an amount equal to the Reserve Fund Requirement is on deposit therein, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the Sales Tax Fund has been created.

- (d) Any moneys remaining in the Sales Tax Fund on the 20th day of each month in excess of all reasonable and necessary expenses of collection and administration of the Tax and after making the required payments into the Sinking Fund and the Reserve Fund for the current month and for prior months during which the required payments may not have been made (including any amounts owed a provider of a Reserve Fund Alternative Investment, if any), shall be considered as surplus. Such surplus may be used by the Issuer for any of the purposes for which the Tax is authorized, or for the purpose of retiring Bonds in advance of their maturities, either by purchase of Bonds then outstanding at prices not greater than the then redemption prices of said Bonds, or by redeeming such Bonds at the prices and in the manner set forth in this Bond Ordinance.

SECTION 12. Withdrawals from Reserve Fund. (a) If at any time it shall be necessary to use moneys in the Reserve Fund or to draw upon the Reserve Fund Alternative Investment, if any, for the purpose of paying principal or interest on bonds payable from the Sinking Fund as to which there would otherwise be default, then the moneys so used or drawn upon shall be replaced or reimbursed from the Net Revenues of the Tax first thereafter received, not hereinabove required for payments into the Sinking Fund, it being the intention hereof that there shall as nearly as possible be at all times in the Reserve Fund the Reserve Fund Requirement.

(b) If on the Business Day prior to any Interest Payment Date the Paying Agent shall not have received moneys sufficient to pay the principal and interest on the Bonds due on such Interest Payment Date, and shall have ascertained that the Issuer will be unable to provide such funds to the Paying Agent, then on or before 1:00 p.m. New York Time on such Business Day the Paying Agent shall provide notice to the reserve insurer, if any, and make a claim for payment on the Reserve Fund Alternative Investment, if any, in accordance with the terms of the Reserve Fund Alternative Investment, if any.

(c) If and to the extent that cash has also been deposited in the Reserve Fund, all such cash shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing under the Reserve Fund Alternative Investment, if any. If and to the extent that more than one credit facility is credited to the Reserve Fund in lieu of cash, drawings thereunder and the repayment of Policy Costs or reimbursement amounts with respect to such other credit facility shall be made on a pro-rata basis (calculated by reference to the Policy Limits available thereunder) after applying all available cash in the Reserve Fund.

SECTION 13. Parish Obligated to Continue to Collect Tax. The Parish is obligated and is bound under the terms and provisions of law to levy, impose, enforce and collect the 1991 Tax, the 2005 Tax and the 2006 Tax for the full periods of their authorization (said 1991 Tax, 2005 Tax and 2006 Tax being referred to as the "Tax") and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the Tax, and the Issuer has a legal right to issue the Bonds and the Outstanding Parity Bonds and to pledge the Net Revenues of the Tax as herein provided and that the Bonds will have a lien and privilege on the Net Revenues of the Tax until all of the Bonds and the Outstanding Parity Bonds have been retired as to both principal and interest and all obligations to the provider of the Reserve Fund Alternative Investment, if any, have been paid. Nothing herein contained shall be construed to prevent the Issuer from altering, amending or repealing from time to time as may be necessary this Bond Ordinance or any subsequent bond ordinance providing with respect to the Tax, said alterations, amendments or repeals to be conditioned upon the consent of the insurer, if any, and the continued preservation of the rights of the Owners and the provider of the Reserve Fund Alternative Investment, if any, with respect to the Net Revenues of the Tax. The Tax Ordinance imposing the Tax and pursuant to which the Tax is being levied, collected and allocated, and the obligations to continue to levy, collect and allocate the Tax and to apply the

revenues therefrom in accordance with the provisions of this Bond Ordinance, shall be irrevocable for the full period of its authorization until the Bonds and the Outstanding Parity Bonds have been paid in full as to principal, premium, if any, and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds and the Outstanding Parity Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana nor the Parish may discontinue or decrease the Tax or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds and the Outstanding Parity Bonds have been issued, or in any way make any change not included in the propositions authorizing the Tax which would diminish the amount of the Net Revenues of the Tax pledged to the payment of the Bonds and the Outstanding Parity Bonds received by the Issuer, until all of such Bonds and the Outstanding Parity Bonds shall have been retired as to both principal and interest and all amounts payable under this Bond Ordinance, the Reserve Fund Alternative Investment, if any, and the insurer, if any, have been paid in full.

The Owners of any of the Bonds may, either at law or in equity, by suit, action, mandamus or other proceeding, enforce and compel performance of all duties required to be performed as a result of issuing the Bonds and may similarly enforce the provisions of any ordinance imposing the Tax and the Bond Ordinance and proceedings authorizing the issuance of the Bonds and the Outstanding Parity Bonds.

SECTION 14. Covenants of the Issuer. In providing for the issuance of the Bonds, the Issuer does hereby covenant that it has a legal right to levy and collect the Tax, to issue the Bonds and to pledge the Net Revenues of the Tax as herein provided, and that the Bonds will have a lien and privilege on the Net Revenues of the Tax on a parity with the Outstanding Parity Bonds subject only to the prior payment of the reasonable and necessary costs and expenses of administering and collecting the Tax.

SECTION 15. Bond Ordinance a Contract. The provisions of this Bond Ordinance shall constitute a contract between the Issuer and the Owner or Owners from time to time of the Bonds, and any Owner of any of the Bonds may either at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Issuer as a result of issuing the Bonds, and may similarly enforce the provisions of the Tax Ordinance imposing the Tax and this Bond Ordinance.

SECTION 16. Records and Accounts Relating to Tax. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the Revenues of the Tax, including specifically but without limitation, all reasonable and necessary costs and expenses of collection.

Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the Sales Tax Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The Issuer further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to the Tax.

SECTION 17. Issuance of Refunding and Additional Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Net Revenues of the Tax despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer, acting through its governing authority, hereby covenants that it will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of the Tax having priority over or parity with the Bonds and the Outstanding Parity Bonds, except that bonds may hereafter be issued on a parity with the Bonds and the Outstanding Parity Bonds under the following conditions:

(a) The Bonds and the Outstanding Parity Bonds, or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, provided, however, that if only a portion of the bonds outstanding is so refunded and if the refunding bonds require principal and interest payments during any Bond Year in excess of the principal and interest which would have been required in such Bond Year to pay the bonds refunded thereby, then such bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause (b) below).

(b) Additional Parity Bonds may also be issued, and such Additional Parity Bonds shall be on a parity with the Bonds and the Outstanding Parity Bonds if all of the following conditions are met:

- (i) The average annual revenues derived by the Issuer from the Net Revenues of the Tax when computed for the last two (2) completed Fiscal Years immediately preceding the issuance of the Additional Parity Bonds must have been not less than 1.35 times the highest combined principal and interest requirements for any succeeding Fiscal Year period on all Bonds and the Outstanding Parity Bonds then outstanding, including any Additional Parity Bonds theretofore issued and then outstanding, and any other bonds or other obligations whatsoever then outstanding which are payable from the Net Revenues of the Tax (but not including bonds which have been refunded or provision otherwise made for their full and complete payment and redemption) and the bonds so proposed to be issued;
- (ii) The payments to be made into the various funds provided for in Section 11 hereof must be current;
- (iii) The existence of the facts required by paragraphs (a) and (b) above must be confirmed by the Mayor and Chief Financial Officer of the Issuer, or by an independent firm of certified public accountants who have previously audited the books of the Issuer or by such successors thereof as may have been employed for that purpose;
- (iv) The Additional Parity Bonds must be payable as to principal on December 1st of each year in which principal falls due, beginning not later than three (3) years from the date of issuance of said additional bonds, and payable as to interest on June 1 and December 1 of each year; and
- (v) No Additional Parity Bonds may be issued should any Event of Default under the Bond Ordinance have occurred and be continuing.

SECTION 18. **Remedies on Default.** If one or more of the following events (in this Bond Ordinance called "Events of Default") shall happen, that is to say,

(i) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds, and such default shall continue for a period of forty-five (45) days after written notice thereof to the Issuer by the insurer, if any or the Owners of not less than 25% of the Bond Obligation; or

(ii) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default the insurer, if any, and the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law. Under no circumstances may the principal or interest of any of the Bonds be accelerated. All remedies shall be cumulative with respect to the Paying Agent and the Owners if any remedial action is discontinued or abandoned, the Paying Agent, the Owners shall be restored to the former positions.

SECTION 19. **Fidelity Bonds for Officers and Employees.** So long as any of the Bonds are outstanding and unpaid, the Issuer shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the collection of the Tax, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

SECTION 20. **Amendments to Bond Ordinance.** No material modification or amendment of this Bond Ordinance, or of any Bond Ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the

Bonds then outstanding; provided, however, that no such modification or amendment shall permit a change in the maturity of the Bonds or the redemption provisions thereof, or a reduction in the rate of interest thereon, or the promise of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due from the Revenues of the Tax, or reduce the percentage of owners required to consent to any material modification or amendment of this Bond Ordinance, without the consent of all of the Owner or Owners. Any amendment or supplement to the Bond Ordinance shall be subject to the prior written consent of the insurer, if any. Any rating agency rating the Bonds must receive notice of each amendment and a copy thereof at least 15 days in advance of its execution or adoption. The insurer, if any, shall be provided with a full transcript of all proceedings relating to the execution of any such amendment or supplement.

SECTION 21. **Mutilated, Destroyed, Lost or Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (b) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Bond Ordinance equally and ratably with all other Outstanding Bonds. The procedures set forth in the Agreement authorized in this Bond Ordinance shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 22. **Discharge of Bond Ordinance.** If the Issuer shall pay or cause to be paid, or there shall be paid to the Owners, the principal (and redemption price) of and interest on the Bonds, at the times and in the manner stipulated in this Bond Ordinance and the insurer, if any, and reserve insurer, if any, are paid in full for all amounts due and owing, then the pledge of the Tax or any other money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Bond Ordinance to the Issuer.

SECTION 23. **Defeasance.** Bonds or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section, if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 24. **Successor Paying Agent; Paying Agent Agreement.** The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Bond Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of an ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each

Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

SECTION 25. **Effect of Registration.** The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 26. **Notices to Owners.** Wherever this Bond Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Bond Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 27. **Cancellation of Bonds.** All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 28. **Preparation of Bonds; Deposit of Bond Proceeds.** The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions and accomplish the purpose of this Bond Ordinance, to cause the necessary Bonds to be printed, to issue, execute, seal and deliver the Bonds, to effect the delivery of the Bonds in accordance with the sale thereof, and to collect the purchase price therefor. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to:

(a) Deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Bonds, together with additional moneys of the Issuer, as will enable the Escrow Agent to purchase Government Obligations described in the Escrow Agreement, which shall provide at least the required cash amount on or before each payment date for the Refunded Bonds (said amounts being necessary on each of the designated dates to redeem the Refunded Bonds being refunded by the Bonds, including premiums payable upon redemption).

(b) Deposit in the Expense Fund established with the Escrow Agent such amount of the proceeds of the Bonds as will enable the Escrow Agent to pay the Cost of Issuance and the costs properly attributable to the establishment and administration of the Escrow Funds created pursuant to the Escrow Agreement on behalf of the Issuer.

SECTION 29. **Authorization of Escrow Agreement; Escrow Agent.** Provision having been made for the orderly payment upon redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Ordinance, provision will have been made for the performance of all covenants and agreements of the

Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the funds so escrowed in accordance with the provisions of the Escrow Agreement.

Argent Trust Company, in Ruston, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering the Escrow Agreement.

The form of the Escrow Agreement shall be approved in a subsequent ordinance of the Governing Authority. The Executive Officers shall be authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer.

SECTION 30. **Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from “gross income” of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be “arbitrage bonds” or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be “private activity bonds.”

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section. Notwithstanding the foregoing, this Section shall not apply to any Bonds that are not issued as tax-exempt obligations pursuant to the Code.

SECTION 31. **Bonds are not “Qualified Tax-Exempt Obligations”.** The Issuer shall designate in the Bond Purchase Agreement whether the Bonds, or any portion thereof, are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

SECTION 32. **Call for Redemption of the Refunded Bonds.** Subject only to the delivery of the Bonds, the Refunded Bonds are hereby called for redemption, at the principal amount thereof, plus a premium and accrued interest to the date of redemption.

SECTION 33. **Notice of Redemption.** In accordance with the Refunded Bond Ordinance, a notice of redemption in substantially the forms attached hereto as **Exhibit B** shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Refunded Bond being redeemed at his address as shown on the registration books of the Paying Agent.

SECTION 34. **Bond Purchase Agreement.** The Bonds are hereby authorized to be sold to the Purchaser, and one or more of the Executive Officers are hereby authorized to execute the Bond Purchase Agreement and provide for such sale to the Purchaser. After execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser, or its agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Bond Purchase Agreement shall be in substantially the form attached hereto as **Exhibit C** with such changes as may be approved by the Executive Officers signing the Bond Purchase Agreement, their execution being conclusive evidence of their approval of such changes.

SECTION 35. **Post-Issuance Compliance.** The Executive Officers and/or their designees are directed to establish, revise and/or amend, as applicable, written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

SECTION 36. **Publication.** A copy of this Bond Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer.

SECTION 37. **Disclosure Under SEC Rule 15c2-12.** The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth an appendix to the official statement issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

SECTION 38. **Section Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 39. **Severability.** In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Bond Ordinance and to the Bonds.

SECTION 40. **Effective Date.** This Bond Ordinance shall become effective immediately. This ordinance having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Lindon A. Rivet, Jr.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Oscar S. Mellion	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ralph J. Stassi Jr.	<u> </u>	<u>X</u>	<u> </u>	<u> </u>
Russell L. Gerace	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Timothy L. Martinez	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Jimmie Randle, Jr.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

And the ordinance was declared adopted on this, the 11th day of August, 2020.

 /s/ Roxane M. Richard
City Clerk

 /s/ Edwin M. Reeves, Jr.
Mayor

**EXHIBIT A
TO BOND ORDINANCE**

**REFUNDED BONDS *
CITY OF PLAQUEMINE, STATE OF LOUISIANA
SALES TAX BONDS, SERIES 2010B**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Numbers</u>
12/1/2021	\$680,000	4.000%	727510 CV9
12/1/2022	715,000	4.000	727510 CW7
12/1/2023	750,000	4.000	727510 CX5
12/1/2024	790,000	4.000	727510 CY3
12/1/2025	825,000	4.000	727510 CZ0
12/1/2026	865,000	4.050	727510 DA4
12/1/2027	905,000	4.125	727510 DB2
12/1/2028	950,000	4.125	727510 DC0
12/1/2029	995,000	4.125	727510 DD8

AND

SALES TAX REVENUE AND REFUNDING BONDS, SERIES 2013

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Numbers</u>
12/1/2028	1,100,000	4.000	727510 DQ9
12/1/2032	1,295,000	5.000	727510 DR7

***Preliminary. Subject to change in the Bond Purchase Agreement.**

**EXHIBIT B
TO BOND ORDINANCE
NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION
SALES TAX BONDS, SERIES 2010B
(MATURING DECEMBER 1, 2021 TO 2029, INCLUSIVE)
OF THE
CITY OF PLAQUEMINE, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on ____, 2020, by the Mayor and Bond of Selectman of the City of Plaquemine, Louisiana, acting as the governing authority of the City of Plaquemine, State of Louisiana (the "Issuer"), that there has been deposited with Argent Trust Company, Ruston, Louisiana (the "Escrow Agent"), as Escrow Agent under a Defeasance and Escrow Deposit Agreement dated as of _____, 2020 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys which are sufficient to assure the availability of sufficient moneys to pay the principal of and premium and interest on the Issuer's outstanding Sales Tax Bonds, Series 2010B, maturing December 1, 2021 to December 1, 2029, inclusive (the "Refunded Bonds"), as hereinafter further described.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of this ordinance of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds listed below are called for redemption on December 1, 2020, at the principal amount thereof, plus a premium equal to 1% of the principal amount of the Refunded Bonds and accrued interest to the call date, upon presentation and surrender of said bonds at the designated corporate trust office of Argent Trust Company, the Paying Agent therefor. The Refunded Bonds to be redeemed on December 1, 2020 are listed below, and include all of the bonds of the maturities listed:

DATE (December 1)	PRINCIPAL PAYMENT	INTEREST RATE	CUSIP NUMBERS
12/1/2021	\$ 680,000	4.000%	727510 CV9
12/1/2022	715,000	4.000	727510 CW7
12/1/2023	750,000	4.000	727510 CX5
12/1/2024	790,000	4.000	727510 CY3
12/1/2025	825,000	4.000	727510 CZ0
12/1/2026	865,000	4.050	727510 DA4
12/1/2027	905,000	4.125	727510 DB2
12/1/2028	950,000	4.125	727510 DC0
12/1/2029	995,000	4.125	727510 DD8

No further interest will accrue and be payable on said bonds from and after December 1, 2020. The Refunded Bonds should not be surrendered for payment until December 1, 2020, and at that time should be surrendered at the principal trust office of Argent Trust Company,, as follows:

By Hand, Express Mail
or Courier Service

Argent Trust Company
Attn: Lana R. Patton
Vice President
500 East Reynolds Drive
Ruston, LA 71270

By Mail

Argent Trust Company
Attn: Lana R. Patton
Vice President
500 East Reynolds Drive
Ruston, LA 71270

CITY OF PLAQUEMINE, STATE OF LOUISIANA

By: /s/ Roxane M. Richard

City Clerk

Date: _____, 2020

**(MATURING DECEMBER 1, 2028 AND 2032)
OF THE**

CITY OF PLAQUEMINE, STATE OF LOUISIANA

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on ____, 2020, by the Mayor and Board of Selectman of the City of Plaquemine, Louisiana, acting as the governing authority of the City of Plaquemine, State of Louisiana (the “Issuer”), that there has been deposited with Argent Trust Company, Ruston, Louisiana (the “Escrow Agent”), as Escrow Agent under a Defeasance and Escrow Deposit Agreement dated as of _____, 2020 (the “Escrow Deposit Agreement”), between the Escrow Agent and the Issuer, moneys which are sufficient to assure the availability of sufficient moneys to pay the principal of and premium and interest on the Issuer's outstanding Sales Tax Revenue and Refunding Bonds, Series 2013, maturing December 1, 2028 and December 1, 2032 (the “Refunded Bonds”), as hereinafter further described.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of this ordinance of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds listed below are called for redemption on December 1, 2023, at the principal amount thereof and accrued interest to the call date, upon presentation and surrender of said bonds at the designated corporate trust office of Argent Trust Company, the Paying Agent therefor. The Refunded Bonds to be redeemed on December 1, 2023 are listed below, and include all of the bonds of the maturities listed:

DATE (December 1)	PRINCIPAL PAYMENT	INTEREST RATE	CUSIP NUMBERS
12/1/2028	\$ 1,100,000	4.000%	727510 DQ9
12/1/2032	1,295,000	5.000	727510 DR7

No further interest will accrue and be payable on said bonds from and after December 1, 2023. The Refunded Bonds should not be surrendered for payment until December 1, 2023, and at that time should be surrendered at the principal trust office of Argent Trust Company, as follows:

By Hand, Express Mail
or Courier Service
Argent Trust Company
Attn: Lana R. Patton
Vice President
500 East Reynolds Drive
Ruston, LA 71270

By Mail
Argent Trust Company
Attn: Lana R. Patton
Vice President
500 East Reynolds Drive
Ruston, LA 71270

CITY OF PLAQUEMINE, STATE OF LOUISIANA
By: /s/ Roxane M. Richard
City Clerk

Date: _____, 2020

**EXHIBIT C
TO BOND ORDINANCE**

BOND PURCHASE AGREEMENT

\$ _____

**SALES TAX REFUNDING BONDS, SERIES 2020
OF THE
CITY OF PLAQUEMINE, STATE OF LOUISIANA
, 2020**

City of Plaquemine, State of Louisiana
305 Iberia Street
Youngsville, LA 70592

The undersigned, Stifel, Nicolaus & Company., Inc., of Baton Rouge, Louisiana (the “Underwriter”), offers to enter into this agreement (this “Bond Purchase Agreement”) with the City of Plaquemine, State of Louisiana (the “Issuer”), which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

This offer is made subject to your acceptance of this agreement on or before 11:59 p.m., New Orleans Time, on this date, which acceptance shall be evidenced by your execution of this Bond Purchase Agreement on behalf of the Issuer as a duly authorized official thereof.

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Bond Ordinance (as defined below).

1) **The Bonds.** Upon the terms and conditions and the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the above-captioned bonds of the Issuer (the “Bonds”). The purchase price of the Bonds is set forth in **Schedule I** hereto (the “Purchase Price”). Such Purchase Price shall be paid at the Closing (hereinafter defined) in accordance with Section 7 hereof. The Bonds are to be issued by the Issuer, acting through the Mayor and Selectmen of the City of Plaquemine, State of Louisiana, its governing authority (the “Governing Authority”), under and pursuant to, and are to be secured, on a complete parity with the Outstanding Parity Bonds, and payable as set forth in an ordinance adopted by the Governing Authority on August 11, 2020 (the “Bond Ordinance”). The Bonds are issued pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the “Act”). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **Schedule II** attached hereto. [The scheduled payment of principal and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the “Insurance Policy”) to be issued concurrently with the delivery of the Bonds by _____ (the “Insurer”).] Furthermore, the Bonds and the Outstanding Parity Bonds are entitled to the benefit of a common debt service reserve fund in accordance with the terms of the Bond Ordinance, which common reserve fund is being initially funded [with cash/with bond proceeds/via surety bond].

A portion of the proceeds of the Bonds, along with existing funds of the Issuer, will be deposited with _____ (the “Escrow Agent”), and invested pursuant to the Defeasance and Escrow Deposit Agreement dated as of _____, 2020, between the Issuer and the Escrow Agent (the “Escrow Agreement”) and applied to the payment of principal and interest on the Issuer’s outstanding (i) Sales Tax Bonds, Series 2010B Bonds, maturing December 1, 2021 to December 1, 2029, inclusive, and (ii) Sales Tax Revenue and Refunding Bonds, Series 2013 Bonds, maturing December 1, 2028 and December 1, 2032 (collectively, the “Refunded Bonds”).

2) **Establishment of Issue Price.** [TO COME]

Representative. The individual signing on behalf of the Underwriter below is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

Preliminary Official Statement and Official Statement. The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated _____, relating to the Bonds (the “Preliminary Official Statement”) by the Underwriter prior to the date hereof and authorizes and approves the Official Statement and other pertinent documents referred to in Section 8 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12 (the “Rule”) under the Securities Exchange Act of 1934, as amended.

The Issuer has delivered a certificate to the Underwriter, dated _____, 2020 to evidence compliance with the Rule to the date hereof, a copy of which is attached hereto as **Exhibit B**.

The Issuer, within seven (7) business days of the date hereof, shall deliver to the Underwriter sufficient copies of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officer(s) of the Governing Authority (the “Official Statement”), as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of the Rule, with Rule G-32 and with all other applicable rules of the Municipal Securities Rulemaking Board (the “MSRB”).

The Issuer hereby covenants that, if during the period ending on the 25th day after the “End of the Underwriting Period” (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were

made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

Additional Requirements of the Issuer and Underwriter. The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the “new issue disclosure period” (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

The Issuer covenants and agrees to enter into a Continuing Disclosure Certificate to be dated the date of Closing (the “Continuing Disclosure Certificate”) constituting an undertaking (an “Undertaking”) to provide ongoing disclosure about the Issuer for the benefit of Bondholders as required by the Rule, in the form as set forth in the Preliminary Official Statement, with such changes as may be agreed to by the Underwriter.

The Issuer hereby further covenants and agrees to enter into the Tax Compliance Certificate in the form required by Bond Counsel (the “Tax Certificate”) on the date of the Closing.

Representations of the Issuer. The Issuer hereby represents to the Underwriter as follows:

The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

a) The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;

b) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;

c) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will

not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;

d) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, the Escrow Agreement, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter's primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

3) **Delivery of, and Payment for, the Bonds.** At [____ a.m.], New Orleans Time, on or about _____, 2020, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by _____, [_____, Louisiana (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds to the Escrow Agent for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Foley & Judell, L.L.P., in New Orleans, Louisiana ("Bond Counsel"), or such other place as may be agreed upon by the Underwriter and the Issuer. Such delivery against payment of the Purchase Price therefor at the time listed above is herein called the "Closing". The Bonds will be delivered initially as fully registered bonds, one bond representing each CUSIP number of the Bonds, and registered in such names as the Underwriter may request not less than three business days prior to the Closing (or if no such instructions are received by the Paying Agent, in the name of the Underwriter).

4) **Certain Conditions To Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

At the time of Closing, (i) the Bond Ordinance shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved by the Underwriter, each shall be in full force and effect, and neither shall have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

a) At or prior to the Closing, (i) the Underwriter shall have received each of the following: the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;

a supplemental opinion of Bond Counsel in substantially the form attached as **Exhibit C** hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter;

certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;

Evidence that Form 8038-G has been or shall be filed with the Internal Revenue Service with respect to the Bonds;

the Tax Certificate containing provisions required by Bond Counsel under the Internal Revenue Code of 1986, as amended, signed by the duly authorized representative of the Issuer;

the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;

a specimen of the Bonds;

certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;

[a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;]

a certificate of a duly authorized officer of the Issuer, reasonably satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;

a letter with respect to the Bonds, dated the date of Closing, of _____, to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the maturing principal amounts of the obligations to be deposited in the Escrow Fund, together with the interest earned and to be earned thereon and uninvested cash, if any, to be held by the Escrow Agent to pay when due the principal,

redemption premium, and interest on the Refunded Bonds on the dates and in the amounts provided in the Escrow Agreement, and the mathematical computations supporting the conclusion that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations, temporary and proposed, promulgated thereunder, or any successor provision to such Section 148;

a rating letter from S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC, providing for the following rating(s) on the Bonds:

Underlying: “___”/___ outlook[; and

Insured: “___”/___ outlook];

other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and

executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

(ii) All such opinions, certificates, letters, agreements and documents under Section 8(b)(i) will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

5) **Effect of Termination.** If the Issuer shall be unable to satisfy one or more of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and any such condition is not waived by the Underwriter, or if this Bond Purchase Agreement shall otherwise be terminated pursuant to Section 10 or Section 11 below, then the respective obligations hereunder of the Issuer and the Underwriter shall be cancelled and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the Issuer and the Underwriter shall pay their respective expenses as provided in Section 13 hereof. Notwithstanding the foregoing, in order for either party to terminate or cancel its obligation to purchase or sell the Bonds as set forth herein, it must notify the other party in writing of its election to do so not less than 48 hours before the time for the Closing set forth in Section 7 hereof.

Termination by Underwriter. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or such legislation shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, except as may be described in the Official Statement, (ii) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in

the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vii) any rating on the Bonds, on any of the Outstanding Parity Bonds, [or on the Insurer] is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (viii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (ix) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (x) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

Termination by Issuer. Notwithstanding anything herein to the contrary, the Issuer shall have the right to cancel its obligation to sell the Bonds if, between the date hereof and the Closing, the Issuer determines that the Underwriter has failed to comply with its obligations contained in Section 2 hereof with respect to the establishment of the issue price of any maturity of the Bonds.

6) **Survival of Representations.** All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

7) **Payment of Expenses.** (a) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incidental to the performance of its obligations hereunder, including but not limited to: (i) State Bond Commission fees; (ii) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iii) the cost of the preparation of the printed Bonds; (iv) any rating agency fees; (v) the fees and expenses of Bond Counsel, the Escrow Agent, the Paying Agent, the Municipal Advisor, [the counsel to the Underwriter] and any other experts or consultants retained by the Issuer; [and (vi) the cost of the Insurance Policy and surety bond fee, if any].

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the cost of preparing and printing the blue sky and legal investment memoranda, if any; (iii) filing fees in connection with the aforesaid blue sky and legal investment memoranda; (iv) the cost of obtaining CUSIP numbers for the bonds; [(v) the fees and expenses of counsel to the Underwriter]; and (vi) all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with its public offering.

Indemnification and Contribution. (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Ordinance is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue

statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Underwriter shall indemnify and hold harmless the Issuer and its officers and employees to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to written information relating to the Underwriter furnished by it specifically for inclusion in the Preliminary Official Statement and the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have. The Issuer acknowledges that the statements set forth under the heading "UNDERWRITING," in the Preliminary Official Statement and the Official Statement, constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement or the Official Statement.

(c) In case any proceeding (including any governmental investigation) shall be instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party shall promptly notify the indemnifying party against whom such indemnity may be sought in writing, and the indemnifying party upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate who are or may reasonably be foreseen to be a party in such proceeding and shall pay the fees and disbursements of such counsel to the extent allowed by appropriate law. Any separate counsel retained by such indemnified party shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm for each such indemnified party (to the extent clause (ii) of the preceding sentence is applicable), and that all such fees and expenses shall be reimbursed as they are incurred. The Underwriter in the case of parties indemnified pursuant to paragraph (b) shall discuss with the other indemnifying parties possible counsel and mutually satisfactory counsel shall be agreed upon. The indemnifying party shall not be liable for any settlement of any proceeding affected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify or reimburse the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

8) **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stifel, Nicholas & Company, Inc., 400 Convention Street, Ste 310, Baton Rouge, La 70802.

9) **Parties.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of either) and no other person shall acquire or have any right hereunder or by virtue hereof.

10) **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

11) **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

[Remainder of Page Intentionally Left Blank]

By its execution hereof, the Underwriter agrees that no officer or employee of the Issuer or the Governing Authority shall be personally liable for the payment of any claim or the performance of any obligation of the Issuer.

Very truly yours,

STIFEL, NICHOLAS & COMPANY, INC.

By: _____

Title: Director

Accepted and agreed to as of
the date first above written:

CITY OF PLAQUEMINE, STATE OF LOUISIANA

By: _____
Mayor

ATTESTED:

By: _____
City Clerk

**SCHEDULE I
To Bond Purchase Agreement**

Purchase Price

Par Amount of Bonds	\$
Less: Underwriter's Discount ([_____]%)	(\$)
[Plus: Reoffering Premium/Less: Discount]	\$ _____
PURCHASE PRICE	\$ _____

**SCHEDULE II
To Bond Purchase Agreement**

PRINCIPAL	INTEREST	REOFFERING
MATURITY AMOUNT	RATE	PRICE
([_____] 1) DUE	RATE	PRICE

[Insert schedule/Redemption provisions]

Exhibit A

CERTIFICATE OF UNDERWRITER

[Insert appropriate Certificate of Underwriter]

Exhibit B

Exhibit C

FORM OF SUPPLEMENTAL OPINION

_____, 2020

Honorable Mayor and Select
City of Plaquemine, State of Louisiana
Plaquemine, Louisiana
Stifel, Nicolaus & Associates, Inc.
Baton Rouge, Louisiana
[INSURER]

\$

**SALES TAX REFUNDING BONDS, SERIES 2020
CITY OF PLAQUEMINE, STATE OF LOUISIANA**

Under even date we have delivered our approving opinion in connection with the issuance of the captioned bonds (the "Bonds"). All terms not defined herein have the same meanings as in said approving opinion. This letter is to confirm that the addressees hereto, other than the Issuer, may rely on said opinion as if an addressee thereto. We hereby supplement said opinion and advise you that we are further of the opinion that:

1. The Issuer has approved the Official Statement, dated ____, 2020 (the "Official Statement"), and the execution and delivery thereof to the Underwriter named therein.

2. To the best of our knowledge, the information contained in the Official Statement under the captions "INTRODUCTION," "PLAN OF REFUNDING," "THE BONDS," "SECURITY PROVISIONS AND PROTECTIVE COVENANTS FOR THE BONDS AND THE OUTSTANDING PARITY BONDS," "ADDITIONAL PROVISIONS OF THE BOND ORDINANCE," and "TAX MATTERS" fairly and accurately summarize the material provisions of the Bonds and the documents, statutes, ordinances, constitutional provisions, regulations, rulings and opinions referred to therein. For the purposes of this paragraph, we have relied upon the accuracy of the information provided by the sources cited in such sections and appendices without undertaking an independent investigation thereof.

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended. The Bond Ordinance, the Bond Purchase Agreement dated as of _____, 2020 pertaining to the Bonds (the "Bond Purchase Agreement"), the Tax Compliance Certificate of the Issuer dated the date hereof (the "Tax Certificate"), the Continuing Disclosure Certificate of
Honorable Mayor and Selectmen _____, 2020
City of Plaquemine, State of Louisiana
Plaquemine, Louisiana

the Issuer dated the date hereof (the "Continuing Disclosure Certificate"), and [the Insurance Agreement dated as of the date hereof by and between the Issuer and _____ (the "Insurance Agreement")] constitute the valid and binding obligations of the Issuer, enforceable in accordance with their respective terms.

4. A portion of the funds derived from the issuance of the Bonds, together with certain other moneys provided by the Issuer, have been deposited with the Escrow Agent in an escrow fund created pursuant to the Escrow Agreement and has been applied to the purchase of direct non-callable obligations of the United States of America and obligations unconditionally guaranteed by the United States of America (the "Escrow Securities") as provided in the Escrow Agreement. The principal of and interest on the Escrow Securities will provide sufficient moneys to pay when due the principal of, redemption premium

and interest on the Refunded Bonds, irrevocable provision having been made in the Bond Ordinance for the redemption on said dates of the Refunded Bonds then outstanding.

5. Pursuant to the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds have been defeased and are deemed to be paid and are no longer considered to be outstanding under the provisions of the resolution authorizing their issuance (collectively, the "Refunded Bond Resolution"); the covenants, pledges and obligations contained in the Refunded Bond Resolution as they relate to the Refunded Bonds, including the pledge and dedication of the Net Revenues and the Sales Tax Revenues to the payment of the Refunded Bonds, have been discharged; and the Refunded Bonds are no longer entitled to any benefits under the Refunded Bond Resolution.

6. The Escrow Agreement has been duly authorized, executed and delivered by, and, assuming the due authorization and execution thereof by the Escrow Agent, constitutes a valid and binding obligation of, the Issuer.

It is to be understood that the enforceability of the Escrow Agreement, the Bond Purchase Agreement, the Tax Certificate, the Continuing Disclosure Certificate and the Insurance Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that its enforceability may also be subject to the exercise of the sovereign police powers of the State of Louisiana, or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

In rendering the opinions expressed in numbered paragraphs 4 and 5 with respect to the defeasance of the Refunded Bonds, we have made no independent mathematical verification regarding the sufficiency of the Escrow Fund for the payment of the required debt service on the Refunded Bonds to their redemption date and have relied for purposes of this opinion upon the mathematical

Honorable Mayor and Selectmen _____, 2020
City of Plaquemine, State of Louisiana
Plaquemine, Louisiana

accuracy of the computations of such sufficiency.

No attorney-client relationship has existed or exists between our firm and the addressees hereof (other than the Issuer) in connection with the issuance of the Bonds or by virtue of this letter. This letter is delivered to the addressees for the sole benefit of each and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not be, relied upon by any other holder of the Bonds or by any other person to whom it is not specifically addressed.

Respectfully submitted,

**EXHIBIT D
TO BOND ORDINANCE**

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Issuer or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein.

As provided in the Bond Ordinance referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Bond Ordinance to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

NO. R__ PRINCIPAL AMOUNT \$ _____

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF IBERVILLE
SALES TAX REFUNDING BOND, SERIES 2020
OF THE
CITY OF PLAQUEMINE, STATE OF LOUISIANA**

Bond	Maturity	Interest	CUSIP
<u>Date</u>	<u>Date</u>	<u>Rate</u>	<u>Number</u>
_____, 2020	December 1, ____	____%	_____

The City of Plaquemine, State of Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

REGISTERED OWNER: CEDE & CO. (Tax Identification #13-2555119)

PRINCIPAL AMOUNT:

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on December 1, 2020, and semiannually thereafter on June 1 and December 1 of each year (each an "Interest Payment Date"), said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months, at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the principal office of _____, _____, _____, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payment of principal, premium, if any, and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer. FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE BOND ORDINANCE SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER THEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BONDOWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

This Bond is one of an authorized issue aggregating in principal the sum of _____ Dollars (\$ _____) (the "Bonds"), all of like tenor and effect except as to number, interest rate, and maturity, said Bonds having been issued by the Issuer pursuant to an ordinance adopted on _____, 2020 (the "Bond Ordinance"), for the purpose of (i) refunding all or a portion of the Refunded Bonds, (ii) funding a reserve, if required, and (iii) paying costs of issuance of the Bonds, under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, pursuant to all requirements therein specified, including the authorization of a majority of the qualified electors voting at elections held in the Parish of Iberville, State of Louisiana (the "Parish") on July 13, 1991, July 16, 2005 and September 30, 2006, the results of which elections have been duly promulgated in accordance with law.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a maturity. As provided in the Bond Ordinance, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The Issuer and the Paying Agent/Registrar shall not be required to (a) issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th day of the month next preceding an interest payment date or any date of selection of Bonds to be redeemed and ending at the close of business on the interest payment date or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

[The Bonds maturing on December 1, 20__, and thereafter, shall be callable for redemption at the option of the Issuer in full or in part at any time on or after December 1, 20__ at the principal amount thereof of each Bond to be called for maturity, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for.

In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for redemption will be given by the Paying Agent by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.]

[Insert Term Bond language, if applicable.]

This Bond and the issue of which it forms a part are issued on a complete parity with the Issuer's outstanding (i) Sales Tax Bonds, Series 2010A, (ii) unrefunded Series 2010B Bonds, if any, (iii) Taxable Sales Tax Bonds, Series 2012, (iv) unrefunded Series 2013 Bonds, if any, and (v) Sales Tax Refunding Bonds, Series 2017 (collectively, the "Outstanding Parity Bonds"). It is certified that the Issuer, in issuing this Bond and the issue of which it forms a part, has complied with all the terms and conditions set forth in the ordinances authorizing the issuance of the Outstanding Parity Bonds.

This Bond and the issue of which it forms a part are payable solely from and secured by, equally in all respects with the Issuer's Outstanding Parity Bonds, by an irrevocable pledge and dedication of (i) the Issuer's portion (currently 23.1441%) of the net avails or proceeds of the special two-thirds of one percent (2/3%) sales and use tax being levied and collected by the Parish of Iberville, State of Louisiana (the "Parish"), pursuant to an election held in the Parish on July 13, 1991, (ii) the Issuer's portion (currently 23.7649%) of the net avails or proceeds of the special one percent (1%) sales and use tax being levied and collected by the Parish pursuant to an election held in the Parish on July 16, 2005 and (iii) the Issuer's portion (currently 23.7649%) of the net avails or proceeds of the special one percent (1%) sales and use tax being levied and collected by the Parish pursuant to an election held in the Parish on September 30, 2006 (collectively, the "Taxes"), said Taxes now being levied and collected by the Parish pursuant to Article VI, Section 29 of the Constitution of the State of Louisiana of 1974 and other constitutional and statutory authority, after the reasonable and necessary costs and expenses of the collection and administration thereof have been paid therefrom. The Net Revenues of the Taxes (as defined in the Bond Ordinance) are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in the Bond Ordinance. All of the Net Revenues shall be set aside in a separate fund, and the Net Revenues thereof shall be and remain pledged for the security and payment of the Bonds in principal and interest and for all other payments provided for in the Bond Ordinance until the Bonds shall have been fully paid and discharged.

The Parish is obligated and is bound under the terms and provisions of law to levy, impose, enforce and collect the Taxes for the full period of its authorization and is further obligated not to discontinue or decrease or permit to be discontinued or decreased the Taxes in anticipation of the collection of which the Bonds have been issued, nor in any way make any change in the allocation and dedication of the proceeds of the Taxes which would diminish the amount of the revenues to be received by the Issuer from the Taxes until all of the Bonds have been paid as to both principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part necessary to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that said Bonds shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers or owners for value thereof.

IN WITNESS WHEREOF, the Mayor and Selectmen of the City of Plaquemine, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in its name by the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be impressed hereon.

CITY OF PLAQUEMINE, STATE OF LOUISIANA

 City Clerk Mayor

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within mentioned Bond Ordinance.

as Paying Agent
Date of Registration: _____, 2020

By:

Authorized Officer

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

Please Insert Social Security
or other Identifying Number of Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

MR. LUKE AVANTS – CANDIDATE FOR CITY COUNCIL, DISTRICT 2; FORMALLY INTRODUCING HIMSELF AND TO DISCUSS THE POSSIBLE INSTALLATION OF A BIKE RACK AT PLAQUEMINE CITY HALL FOR CUSTOMERS AND RESIDENTS NOT COMMUTING BY AUTOMOBILE AND RELATED MATTERS.

Mr. Luke Avants addressed Mayor and Board as candidate for Board of Selectman, District II. Mr. Avants also requested installing a bike rack at city hall for those customers and residents not commuting by automobile. Item to be consider during the upcoming budget.

NUISANCE HEARING – 58460 W.W. HARLEAUX STREET, OWNER MERCEDES G. WILLIAMS C/O FRANK WILLIAMS.

No action taken, item tabled until regular meeting of Tuesday, September 8, 2020.

CONDEMNATION HEARING – 58412 ALLEN STREET, OWNERS WILBERT, JR. & ELAINE MCCLAY.

No action taken, item tabled until regular meeting of Tuesday, September 8, 2020.

CONDEMNATION HEARING – 58444 ALLEN STREET, OWNERS WILBERT, JR. & ELAINE MCCLAY.

No action taken, item tabled until regular meeting of Tuesday, September 8, 2020.

At this time, Mr. Michael Cabading addressed the Mayor and Board of Selectmen concerning his plans for 57955 Plaquemine Street to refurbish a multi-family luxury condos/tavern restaurant.

ACKNOWLEDGEMENT – CITY OF PLAQUEMINE WILL ADOPT 2020 AD VALOREM PROPERTY TAX ILLAGE AT ITS REGULAR MEETING OF TUESDAY, SEPTEMBER 08, 2020 AT 6:30 P.M. (REVISED STATUTE 42:19.1 ENACTED BY ACT 267).

So acknowledged.

UPDATE ON MAIN STREET BOARD AND RELATED MATTERS WITH CHAIRPERSON KEITH DESSELLE.

Chairman Keith Desselle provided an update of the Main Street Board.

COMMITTEE REPORTS.

a) PEC

Construction Manager Dow Hillhouse of PEC provided status of ongoing projects.

b) UTILITY DIRECTOR TRAVIS BOURGOYNE

Utility Director Travis Bourgoyne provided status of ongoing projects.

c) PUBLIC WORKS DIRECTOR RICHARD ALLEMAN

Public Works Director Richard Alleman provided status of ongoing projects.

d) FIRE CHIEF DARREN RAMIREZ

Fire Chief Darren Ramirez briefed Mayor and Board regarding his department and related issues.

e) CHIEF OF POLICE KENNETH PAYNE

Chief of Police Kenneth Payne briefed Mayor and Board regarding his department and related issues.

f) FINANCE DIRECTOR LAUREN BERTHELOT

Finance Director Lauren Berthelot provided monthly budget to actual financial update.

ACKNOWLEDGE POLICE AND FIRE REPORTS FOR JULY 2020.

So acknowledged.

APPROVE PAYROLL VOUCHERS FOR THE CITY OF PLAQUEMINE FOR JULY 2020.

Selectman Lindon A. Rivet, Jr. moved, seconded by Selectman Timothy L. Martinez that the City of Plaquemine approve payroll vouchers for July 2020.

The foregoing was adopted by the following votes:

Yeas: Lindon A. Rivet, Jr., Oscar S. Mellion, Russell L. Gerace, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None

Absent: Ralph J. Stassi, Jr.

APPROVE MINUTES OF JULY 14, 2020 (6:15 P.M. PUBLIC HEARING AND 6:30 P.M. REGULAR MEETING) WITH NECESSARY CORRECTIONS.

Selectman Oscar S. Mellion moved, seconded by Selectmen Timothy L. Martinez that the reading of the minutes of July 14, 2020 (6:15 p.m. public hearing and 6:30 p.m. regular meeting) were waived and approved as accepted with necessary corrections.

The foregoing was adopted by the following votes:

Yeas: Lindon A. Rivet, Jr., Oscar S. Mellion, Russell L. Gerace, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None

Absent: Ralph J. Stassi, Jr.

ADJOURNMENT.

Selectman Lindon A. Rivet, Jr. moved, seconded by Selectman Oscar S. Mellion that the City of Plaquemine adjourn at 7:20 p.m.

The foregoing was adopted by the following votes:

Yeas: Lindon A. Rivet, Jr., Oscar S. Mellion, Russell L. Gerace, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None

Absent: Ralph J. Stassi, Jr.

CITY OF PLAQUEMINE

/s/Edwin M. "Ed" Reeves, Jr., Mayor

/s/Roxane M. Richard, City Clerk