

**Minutes of October 10, 2017 – 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, October 10, 2017 at 6:30 p.m., with the following members present:

Present: Mayor Edwin M. Reeves, Jr. and Selectmen Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Absent: Selectman Lindon A. Rivet, Jr.

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

**PUBLIC COMMENTS (MUST REGISTER WITH THE CLERK).**

There were no public comments.

**ADOPT AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING THREE MILLION DOLLARS (\$3,000,000) OF SALES TAX REFUNDING BONDS, SERIES 2017 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 PAVING AGENT; AUTHORIZING THE PURCHASE OF A SURETY BOND FOR THE RESERVE FUND; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

The following Ordinance was offered by Selectman Oscar S. Mellion and seconded by Selectman Timothy L. Martinez:

**ORDINANCE 367**

An Ordinance authorizing the issuance of not exceeding Three Million Dollars (\$3,000,000) of Sales Tax Refunding Bonds, Series 2017 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; authorizing the purchase of a surety bond for the Reserve Fund; 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:

<b><u>Political Subdivision</u></b>	<b><u>Pro Rata Percentage</u></b>
Police Jury of the Parish of Iberville, Louisiana, as the governing authority 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:

<b><u>Political Subdivision</u></b>	<b><u>Pro-Rata Percentage</u></b>
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:

<b><u>Political Subdivision</u></b>	<b><u>Pro-Rata Percentage</u></b>
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:

\$2,810,000 of its unrefunded outstanding Sales Tax Bonds, Series 2008 Bonds, dated August 1, 2008 (the "Series 2008 Bonds"), maturing serially on December 1 of the years

2017 through 2032, inclusive, pursuant to an ordinance adopted on July 15, 2008, and issued in the original principal amount of \$3,235,000.

\$1,080,000 of its outstanding Sales Tax Bonds, Series 2010A Bonds, dated June 9, 2010 (the "Series 2010A Bonds"), maturing serially on December 1 of the years 2017 through 2030, inclusive, pursuant to an ordinance adopted on March 23, 2010, and issued in the original principal amount of \$1,363,000.

\$9,910,000 of its outstanding Sales Tax Bonds, Series 2010B Bonds, dated July 1, 2010 (the "Series 2010B Bonds"), maturing serially on December 1 of the years 2017 through 2029, inclusive, pursuant to an ordinance adopted on March 23, 2010, and issued in the original principal amount of \$11,900,000.

\$7,422,000 of its outstanding Taxable Sales Tax Bonds, Series 2012 Bonds, dated December 20, 2012 (the "Series 2012 Bonds"), maturing serially on December 1 of the years 2017 through 2033, inclusive, pursuant to an ordinance adopted on November 13, 2012, and issued in the original principal amount of \$8,000,000.

\$4,055,000 of its outstanding Sales Tax Revenue and Refunding Bonds, Series 2013 Bonds, dated November 21, 2013 (the "Series 2013 Bonds"), maturing serially on December 1 of the years 2017 through 2032, inclusive, pursuant to an ordinance adopted on October 22, 2013, and issued in the original principal amount of \$4,885,000.

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 2008 Bonds described in Exhibit A hereto (such bonds being the "Refunded Bonds"); and

WHEREAS, Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable 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 \$3,000,000 of Sales Tax Refunding Bonds, Series 2017 (the "Bonds"), secured by and payable from the Net Revenues of the Tax, for the purposes of (i) refunding the Refunded Bonds; (ii) funding a reserve via the purchase of a surety bond, if required; and (iii) paying the costs of issuance of the Bonds; and

WHEREAS, other than the Bonds herein authorized, the Issuer has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of Tax herein pledged, except for the unrefunded Series 2008 Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2012 Bonds, and Series 2013 Bonds (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, and October 22, 2013, 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 notice of redemption to be substantially in the form 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 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 Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable 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 2017, of the Issuer issued by this Bond Ordinance in the maximum aggregate principal amount of Three Million Dollars (\$3,000,000), 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 cash, or 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 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 June 1, 2018.-

“**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;

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;

Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and

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 & Co., 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:

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;

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;

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;

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 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 (i) the Municipal Bond Debt Service Reserve Insurance Policy of Assured Guaranty Municipal Corp., effective as of November 21, 2013, and (ii) any other such 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 Authorization of Bonds.** In compliance with and under the authority of the Act, and other constitutional and statutory authority, and having been authorized at the Elections within the corporate boundaries of the Parish, there is hereby authorized the incurring of an indebtedness of not exceeding Three Million Dollars (\$3,000,000) 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; and (iii) paying the costs of issuance of the Bonds, and to represent the said indebtedness, the Issuer does hereby authorize the issuance of not exceeding Three Million Dollars (\$3,000,000) of its Sales Tax Refunding Bonds, Series 2017.

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 June 1, 2018.

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 6.00% 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 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 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 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 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 Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

(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 2017  
OF THE  
CITY OF PLAQUEMINE, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
_____, 2017	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 June 1, 2018, 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 Argent Trust Company, Ruston, Louisiana, 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 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.

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 October 10, 2017 (the "Bond Ordinance"), for the purpose of (i) refunding the 2019-2032 maturities of the Issuer's Sales Tax Bonds, Series 2008; (ii) funding a reserve; and (iii) paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable 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) unrefunded Sales Tax Bonds, Series 2008, (ii) Sales Tax Bonds, Series 2010A, (iii) Sales Tax Bonds, Series 2010B, (iv) Taxable Sales Tax Bonds, Series 2012, and (v) Sales Tax Revenue and Refunding Bonds, Series 2013 (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 irrevocably 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 Clerk and a facsimile of its corporate seal to be impressed hereon.

CITY OF PLAQUEMINE, STATE OF LOUISIANA

          /s/ Shelia Migliacio            
Clerk

          /s/ Edwin M. Reeves, Jr.            
Mayor

(SEAL)

\* \* \* \* \*

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION -  
TO BE PRINTED ON ALL BONDS)

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

Argent Trust Company,  
Ruston, Louisiana  
as Paying Agent

Date of Registration: \_\_\_\_\_, 2017

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.

\* \* \* \* \*

*(Remainder of Page Intentionally Left Blank)*

SECTION 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 [Reserved.]

SECTION 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 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 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 “2008 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 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 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 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 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**     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.

The Issuer covenants that, to the extent there are no other available funds held under this Bond Ordinance to pay principal and interest on the Bonds in the event of a payment default, it will apply any remaining surplus Bond proceeds (not otherwise contractually encumbered) to the payment of such defaulted principal and interest.

**SECTION**     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**     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 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 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,

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

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 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 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 Mutilated, Destroyed, Lost or Stolen Bonds. If 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 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 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 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 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 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 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 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 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 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 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.

SECTION 31. Bonds are "Qualified Tax-Exempt Obligations". The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bonds are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2018 does not exceed \$10,000,000.

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 on December 1, 2018, 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 form 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.			X	
Oscar S. Mellion	X			
Ralph J. Stassi Jr.	X			
Michael W. Rivet	X			
Timothy L. Martinez	X			
Jimmie Randle, Jr.	X			

And the ordinance was declared adopted on this, the 10<sup>th</sup> day of October, 2017.

\_\_\_\_\_  
/s/ Shelia Migliacio  
Clerk

\_\_\_\_\_  
/s/ Edwin M. Reeves, Jr.  
Mayor

**[EXHIBITS ARE ON FILE WITH THE CITY'S CLERK]**

NUISANCE HEARING – 58785 MERIAM STREET, OWNER BESSIE ROSE STEPTEAUX ESTATE, C/O ELLIOTT STEPTEAUX.

Selectman Oscar S. Mellion moved, seconded by Selectman Michael W. Rivet that the City of Plaquemine have travel trailer removed by third party from property located at 58785 Meriam Street.

The foregoing was adopted by the following votes:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None.

Absent: Lindon A. Rivet, Jr.

CONDEMNATION HEARING – 23415 GAUTHIER STREET, OWNER LEORTHY C. HARRIS, C/O RODERICK HARRIS.

Selectman Oscar S. Mellion moved, seconded by Selectman Michael W. Rivet that the City of Plaquemine grant owners of 23415 Gauthier Street 30 days to comply with city code.

The foregoing was adopted by the following votes:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None.

Absent: Lindon A. Rivet, Jr.

ACKNOWLEDGE THAT NO BIDS WERE RECEIVED WHEN ADVERTISED FOR THE DEMOLITION OF 58405 CAPTAIN T. T. HARRIS STREET.

Acknowledged that no bids were received when advertised, city will demolish structure located at 58405 Captain T. T. Harris and file lien on property.

TO ADOPT AN ORDINANCE TO AMEND CHAPTER 17 BY AMENDING ARTICLE IV, SECTION 28 OF THE PLAQUEMINE CODE OF ORDINANCES RELATED TO NON-SUFFICIENT FEE (NSF) CHARGES, INCREASING FEES FROM \$15.00 TO \$35.00, AND OTHER MATTERS RELATED THERETO.

Selectman Oscar S. Mellion offered the following ordinance, seconded by Selectman Michael W. Rivet:

ORDINANCE NO. 368

AN ORDINANCE TO AMEND CHAPTER 17 BY AMENDING ARTICLE IV, SECTION 28 OF THE PLAQUEMINE CODE OF ORDINANCES RELATED TO NSF CHARGES AND OTHER MATTERS RELATED THERETO

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, in legal session, that Code of Ordinances of the City of Plaquemine, Louisiana, hereby amends section 28 of Chapter 17, to read as follows:

**ARTICLE IV. DEPOT MARKET OPERATIONS**

**Sec. 17-28. Rental payments.**

.....

**(b) In the event of a nonsufficient fund (NSF) check is presented for rental fee or permit payment, a \$35.00 service fee will be incurred by booth vendor. In the event NSF payment is not made, collection will be turned over to the Plaquemine Police Department, District Attorney, or any other law enforcement agency.**

.....

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, that this ordinance shall become effective as provided by law.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, that all other ordinances or parts of ordinances in conflict herewith are hereby repealed in their entirety.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, that it is the intention of the City that the provisions of this article be construed, enforced and interpreted in such a manner as will cause the least possible infringement of the constitutional rights of free speech, free expression, due process, equal protection or other fundamental rights consistent with the purposes of this article. Should a court of competent jurisdiction determine that any part of this article, or any application or enforcement of it is excessively restrictive of such rights or liberties, then such portion of the article, or specific application of the article, shall be severed from the remainder, which shall continue in full force and effect.

The foregoing was adopted by the following vote:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None.

Absent: Lindon A. Rivet, Jr.

TO ADOPT AN ORDINANCE TO AMEND CHAPTER 5 BY REPEALING ARTICLE I, SECTION 5-3, ARTICLE II, SECTIONS 5-16 THROUGH 5-22, 5-26 THROUGH 5-38, 5-64 THROUGH 5-66 AND

AMENDING SECTIONS 5-4 THROUGH 5-12 AND ENACTING SECTIONS 5-16 THROUGH 5-41 OF THE PLAQUEMINE CODE OF ORDINANCES RELATED TO ANIMALS AND FOWL AND OTHER MATTERS RELATED THERETO.

Selectman Timothy L. Martinez offered the following ordinance, seconded by Selectman Oscar S. Mellion:

ORDINANCE NO. 369

AN ORDINANCE TO AMEND CHAPTER 5 BY REPEALING ARTICLE I, SECTION 5-3, ARTICLE II, SECTIONS 5-16 THROUGH 5-22, 5-26 THROUGH 5-38, 5-64 THROUGH 5-66 AND AMENDING SECTIONS 5-4 THROUGH 5-12 AND ENACTING SECTIONS 5-16 THROUGH 5-41 OF THE PLAQUEMINE CODE OF ORDINANCES RELATED TO ANIMALS AND FOWL AND OTHER MATTERS RELATED THERETO

**WHEREAS**, the Parish of Iberville has an interest in providing appropriate regulations pertaining to animals within Iberville Parish and the keeping of animals within Iberville Parish;

**WHEREAS**, the City of Plaquemine has an interest in providing appropriate regulations pertaining to animals within the City of Plaquemine and the keeping of animals within the City of Plaquemine;

**WHEREAS**, the regulations pertaining to animal control and the Iberville Parish Animal Shelter protects the quality of life of the residents of Iberville Parish, as well as the residents of the City of Plaquemine;

**WHEREAS**, Iberville Parish adopted ordinances for animal control and animal shelter to provide the effective and efficient control of animals within Iberville Parish;

**WHEREAS**, the City of Plaquemine believes it is in the best interest of the citizens and residents of the City of Plaquemine that it adopt and enact the Iberville Parish ordinances for animal control and animal shelter to provide the effective and efficient control of animals within Iberville Parish;

**WHEREAS**, the City of Plaquemine believes it is in the best interest of the citizens and residents of the City of Plaquemine that it maintain its regulations on the dogs, commonly known as “pit bulls”;

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, in legal session, that Code of Ordinances of the City of Plaquemine, Louisiana, hereby amends sections 5-4 through 5-12 of Chapter 5, to read as follows:

**Sec. 5-4. Pit Bull defined.**

A “pit bull” is hereby defined as follows:

- (a) The bull terrier breed of dogs;
- (b) Staffordshire bull terrier breed of dogs;
- (c) The American pit bull terrier breed of dogs;
- (d) The American Staffordshire breed of dogs;
- (e) Dogs of mixed breeds or other breeds than above listed which breed or mix breed is known as pit bulls, pit bull dogs or pit bull terriers;
- (f) Any dog which has appearance or characteristics of being predominantly of the breeds of bull terrier, Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier; any other breed commonly known as pit bulls, pit bull dogs, or pit bull terriers; or a combination of any of these breeds.

**Sec. 5-5. Keeping Pit Bull dog prohibited; exception.**

It shall be unlawful for any person to keep or maintain within the city any pit bull dog unless a special annual permit is first obtained from the city.

**Sec. 5-6. Issuance of special permits.**

The city shall issue a special permit for the keeping or maintenance of a pit bull dog if it finds:

- (a) That the pit bull is at all times kept or maintained in a safe manner and that it is at all times confined securely so that the keeping of such pit bull dog will not constitute a danger to human life or property of others.
- (b) That adequate safeguards are made to prevent unauthorized access to the pit bull dog by members of the public.
- (c) That the health and well-being of the pit bull dog is not in any way endangered by the manner of keeping or confinement.

- (d) That the keeping of the pit bull dog does not constitute a nuisance and will not harm the surrounding neighborhood or disturb the peace and quiet of the surrounding neighbors.
- (e) That the keeping of the pit bull dog will not create or cause offensive odors or constitute a danger to public health.
- (f) That the quarters in which the pit bull dog is kept or confined are adequately lighted and ventilated and are so constructed that they may be kept in a clean and sanitary condition; such pen, kennel or structure must have secure sides and a secure top attached to the sides. Also structures used to confine pit bull dogs must be locked with a key or combination lock when such pit bull dogs are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the side of the pen must be embedded in the ground no less than two feet. All structures erected to house pit bull dogs must comply with all zoning and building regulations of the City.
- (g) That the applicant for such special permit prove his ability to respond in damages to and including the amount of \$300,000/\$500,000 for bodily injury to or death of any person or persons or for damage to property owned by any other person or persons which may result from the ownership, keeping or maintenance of a pit bull dog. Proof of liability to respond in damages may be given by filing with the City a certificate of insurance stating that the applicant is at the time of his application and will be during the period of such special permit insured against liability to respond in such damages or by posting with the city a surety bond conditioned upon payment of such damages during the period of such permit period. Such certificate of insurance or bond shall provide that no cancellation of the insurance or bond will be made unless ten days written notice if first given to the City.

**Sec. 5-7. Authority to consult and seek advice.**

The City Inspector, in investigating any applicant for a permit under this section or in enforcement of this section, is authorized to consult with and seek the advice of the Society for Prevention of Cruelty to Animals, the Humane Society, any representative of the Iberville Parish Animal Shelter and Control, or any individual, agency, organization or society which may be able to provide information and advice concerning the keeping of pit bull dog(s).

**Sec. 5-8. Inspection for renewal of special permit.**

Prior to the annual renewal of any special permit issued hereunder and on a tri-annual basis after the issuance of any special permit or after its renewal, the City Inspector shall inspect the premises subject to such special permit to determine whether the person to whom it has been issued is continuing to comply with all of the conditions specified in this section. If the City Inspector determines during any such inspection that any of the conditions therein specified are being violated, he shall refuse to renew any such special permit, or he shall revoke such special permit in the event the violation is not corrected within such period of time as he shall direct. A fee, up to \$200, shall be charged for each such tri-annual inspection.

**Sec. 5-9. Number of pit bull dogs limited.**

In no event shall a permit be issued for the keeping of more than two pit bull dogs at any single location.

**Sec. 5-10. Permit fee.**

No permit shall be issued for the keeping of a pit bull dog(s) unless all provisions of Sections 5-4 through 5-12 are complied with and an annual fee, up to \$300, is paid to the City Inspector. This permit fee shall be paid annually on or before the first day of January of each year.

**Sec. 5-11. Applicability of sections 5-4 through 5-12.**

The provisions of sections 5-4 through 5-12 shall not apply to the keeping of pit bull dog(s) in a bona fide, licensed veterinarian hospital for treatment or the maintenance of pit bull dog(s) or bona fide educational institutions for the purpose of instruction or study, provided such pit bull dog(s) are securely confined and are properly cared for in a manner satisfactory to the Chief of Police and/or City Inspector.

**Sec. 5-12. Penalties for violations.**

- (a) The penalties for the violation of sections 5-4 through 5-11 shall be the uniform criminal penalty provided in sec. 9-25 of the Code of Ordinances for the City.
- (b) In addition, the City Attorney is authorized to institute the procedures set forth for a hearing on dangerous and vicious animals as provided herein and incorporated herein by reference.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, in legal session, that Code of Ordinances of the City of Plaquemine, Louisiana, hereby amends sections 5-16 through 5-41 of Chapter 5, to read as follows:

**Sec. 5-16. Applicability.**

This Chapter shall be effective inside the boundaries of the City and shall hereinafter be referred to as “The Iberville Parish Animal Shelter and Control Ordinance adopted by the City of Plaquemine.”

**Sec. 5-17. Definitions**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned* means to completely forsake and desert an animal previously under the custody or possession of a person without making reasonable arrangements for its proper care, sustenance, and shelter for a period of 24 hours.

*Animal* means any living vertebrate creature except human beings, including, but not limited to, mammals, birds, fowl, reptiles and fish, except when referring specifically to the control of rabies where the meaning of the term “animal” shall be limited to mammals, domestic and wild.

*Animal establishment*: A facility operated as a pet shop, grooming shop, commercial kennel, commercial livery stable, permanent or transient zoo, circus or performing animal act, or for the boarding of dogs and cats or the training of dogs for any purpose. Animal shelters operated by public authorities and veterinary medical facilities are exempt from the definition.

*At-large stray* means any animal that is not within the confines of a home or under authorization of the owner thereof, in a pen or cage, on a leash or in the physical possession of the owner or the owner’s agent. Hunting or stock dogs, and show dogs and cats or other animals, while being worked or shown under the supervision of their owners or the agents or employees of said owners, are exempt from this definition.

*Bite* means the breaking of the skin of a human being by an animal’s teeth, mouth, claws or beak.

*Breeder* means any person who breeds a female dog or cat for the purpose of obtaining a monetary gain from the sale of any portion of the litter produced.

*Carrier* means any airline, railroad, motor carrier, shipping line, or other enterprise engaged in the business of transporting for hire.

*Cat* means any member of the Felidae (feline) family.

*Circus* means a commercial variety show featuring animal acts for public entertainment.

*Collar* means a band, choke chain, harness, or other device worn around the neck of an animal in a humane way to which a vaccination tag may be affixed.

*Commercial kennel* means any person, partnership, or corporation engaged in the commercial breeding of dogs or cats or both for sale individually or in litter lots, or in the boarding, training, sale or hire of dogs or cats for compensation, or operation of a guard dog service. Animal hospitals operated by licensed veterinarians as a part of the practice of veterinary medicine, shelters operated by public authorities, and tax-exempt humane organizations shall not be considered commercial kennels.

*Commercial livery stable* means any establishment where one or more horses are let for hire to be ridden or driven, or where one or more horses are boarded for a fee.

*Dangerous dog* means any dog that when unprovoked, shall be deemed a dangerous dog if it:

- (1) On two separate occasions within the prior thirty six month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person or the dog are off the property of the owner of the dog; or
- (2) Bites a person causing an injury; or
- (3) On two separate occasion within the prior thirty six month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal off the property of the owner of the dog.
- (4) The director and/or his agents shall make all determinations that a dog is a dangerous dog.

*Dealer* means any person, not a public entity, who, as a business, sells, exchanges, or donates or offers to sell, exchange, or donate animals to any person.

*Department* means the department of Iberville Parish Animal Shelter and Control, sometimes referred to herein as the “Iberville Parish Animal Shelter” or “IPAS.”

*Director* means that person designated by the Iberville Parish President or his agent as

responsible for the administration of the parish animal services, and, except where clearly limited by the context, shall include duly-appointed officers and others duly authorized and acting under the authority of the director.

*Dog* means any member of the Canidae (canine) family.

*Dwelling* means the house or other structure in which one or more persons live. For determining the maximum number of dogs, only one dwelling per subdivided lot will be used to establish the number of dogs permitted.

*Electronic fence* means a fence that controls the movement of a dog by emitting an electrical shock through an electric collar worn by the dog when the dog nears or crosses the boundary of the property around which the fence is located.

*Excessive barking* means unprovoked animal noises of such a loudness, intensity and duration as to prevent or interfere with a person's ability to enjoy his property, included, but not limited to, situations where:

- (1) On more than one occasion has awakened the complainant up from sleep; or
- (2) Continues in such a manner so as to cause mental anguish or suffering, loss of sleep or a disturbance of the peace.

*Grooming shop* means a commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed, excluding animal shelters.

*Horse* means any horse, pony, donkey, or mule.

*Indoor dog* means any dog that:

- (1) Lives inside a dwelling;
- (2) Is not left outside unattended.
- (3) Eats and sleeps in a dwelling.

*Isolation* means the secure, humane confinement of a dog or cat that has been bitten by a known rabid animal so as to prevent such dog or cat from coming in contact with any other animal. Isolation enclosures shall be so constructed and secured that entry will be limited to the owner of the confined dog or cat, with the primary enclosures so located within a secondary enclosures to prevent accessibility to the public.

*Noncommercial kennel* means a private residence, which exceeds the maximum allowable number of dogs in which the director of Iberville Parish Animal and Control has deemed it appropriate to permit such. The kennel must be in compliance with all applicable local, state and federal laws.

*Nuisance by an animal* means the damaging, soiling, defiling, urinating or defecating upon, or repeatedly trespassing upon property other than its owner's, excessive barking or other disruptive noises so as to disturb the peace and repose of persons living or working nearby, molesting, threatening, attacking or interfering with persons on private or public property, chasing motor vehicles or bicycles, attacking other domestic animals, or disturbing or turning over garbage or trash containers, or causing unsanitary conditions or odors on or about the premises of its owner by urination or defecation.

*Owner* means any person who has a right of property in an animal, or who keeps an animal in his care, harbors an animal, acts as custodian for an animal, or who permits an animal to remain on or about his premises.

*Pet shop* means any person who obtains animals for sale, exchange, or barter, to the general public, or who grooms animals, as a principal or agent, or who holds himself out to be so engaged.

*Primary enclosures* means any structure used to immediately restrict an animal to a limited amount of space such as a house, room, pen, run, cage, compartment, or hutch.

*Proper food* means daily food of sufficient quality and quantity provided for each animal to prevent unnecessary or unjustifiable suffering by the animal.

*Proper shelter* means adequate shelter provided for each animal from the elements as required, preventing unnecessary or unjustifiable suffering by the animal.

*Proper veterinary care* means veterinary care provided for each animal sufficient to prevent unnecessary or unjustifiable physical pain or suffering by the animal.

*Proper water* means daily water of sufficient quality and quantity provided for each animal to prevent unnecessary or unjustifiable physical pain or suffering by the animal.

*Vaccination against rabies* means the injection subcutaneously or otherwise by a licensed veterinarian, or by a person under his supervision, of animal rabies vaccine approved by the state health

officer or the director.

*Vaccination certificate* means a serially numbered certificate on a form approved by the director, and signed by a veterinarian or his representative, stating the name of the owner of the dog or cat to which issued and a description of the dog or cat to which issued, indicating the year for which issued, certifying that such dog or cat was inoculated or vaccinated against rabies, and stating the date thereof.

*Vaccination tag* means a suitable tag, bearing the same number as the vaccination certificate and indicating the year for which it was issued.

*Vicious Animal* shall mean an animal having a mean or bad temper or that has demonstrated in overt ways a propensity to bite or attack humans without provocation whether on or off the premises of the owner, not to include law enforcement, seeing eye, or guard dogs who aid the disabled.

*Vicious dog* means a dog which, when unprovoked, in an aggressive manner, inflicts serious bodily injury on or kills a human being and was previously determined to be a dangerous dog.

*Wild or exotic animals* shall mean any undomesticated mammal which can normally be found in the wild state including but not limited to any live monkey (non-human primate), raccoon, skunk, wolf, squirrel, fox leopard, panther, tiger, lion, lynx, or other warm-blooded animal, poisonous snake or tarantula which can normally be found in the wild state or any crocodiles, caimans, and gavials. Ferrets, nonpoisonous snakes, rabbits and rodents which have been bred and raised in captivity and which have never known the wild shall be excluded from this definition.

*Working days* means Mondays through Fridays, excluding legal holidays recognized by the Parish council.

*Undomesticated* shall mean any species not accustomed to living with or in close association to man, and having no proven traditional long-term association with man or society.

**Sec. 5-18. Penalty.**

- (a) In this section, the term “violation of this chapter” means:
  - (1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.
  - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
  - (3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.
- (b) In this section, the term “violation of this chapter” does not include the failure of a parish government officer, parish government employee, city government officer or city government employee to perform an official duty unless this chapter specifically provides that failure to perform the duty is to be punishable as provided in this section.
- (c) The violation of any provision of this chapter, whether by act or omission, where no specific penalty is provided, shall be a misdemeanor punishable by a term of imprisonment of up to 30 days in the parish jail or a fine of up to \$500 or both. Unless specifically provided otherwise, or the context thereof so dictates, each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

**Sec. 5-19. Authority and duties of director.**

- (a) The director shall administer the department, shall have the authority and duty to enforce the provisions of this chapter, and shall be authorized to represent the parish and/or city in all actions resulting from enforcement or attempted enforcement of this chapter.
- (b) The director shall exercise every reasonable care to prevent injury, illness, death, escape, or pilfering of an animal with which he deals in carrying out the provisions of this chapter.

**Sec. 5-20. Keeping of wild, exotic or vicious animals.**

- (a) For the purpose of this section, the following shall be designated wild or exotic animals: tigers, lions, cougars, leopards, jaguars, cheetahs, lynx, bobcats, bears, wolves, chimpanzees, gorillas, orangutans, poisonous snakes, komodo dragons, African buffalo, hyenas, coyotes, deer, any crocodilian including, but not limited to alligators, crocodiles and gavials, any other species of

nonhuman primates, raccoons, skunks, squirrels, foxes, rate birds, hybrid species consisting of wolves, coyotes, or jackals, interbred with domestic dogs and ocelots or margays interbred with domestic cats.

- (b) No person shall keep or permit to be kept on his premises any vicious, wild or exotic animal.
- (c) Qualified educational institutions, zoological parks, public-operated parks or displays, performing animal exhibitions, circuses, scientific organizations, veterinary clinics, law enforcement and commercial guard dogs shall be exempt from this section.
- (d) Duel violations. Violations of this section shall be dual violations in reference to violations of Title 56 of the State Department of Wildlife and Fisheries.

**Sec. 5-21. Hindering, or interfering with officers.**

No person shall hinder, or interfere with any officer or agent of the Iberville Parish Animal Shelter and Control department engaged in, or because of, the performance of any duty provided for, directly or indirectly, by this chapter. Any person who violates this section shall be fine not less than \$200.00 or more than \$500.00, or shall be imprisoned for a term not to exceed 30 days, or both.

**Sec. 5-22. Fees.**

- (a) Fees for impounding and boarding, per dog, running at large:
  - (1) First offense: \$35.00
  - (2) Second Offense: \$50.00
  - (3) Third Offense: \$100.00
  - (4) Per day boarding: \$10.00 (Note: The “per day” boarding fee is in addition to the fees listed for a first, second and third offense, whichever is applicable, for impounding an at large dog.)
- (b) Fees for impounding and boarding, per cat, running at large:
  - (1) First offense: \$15.00
  - (2) Second Offense: \$30.00
  - (3) Third Offense: \$45.00
  - (4) Per day boarding: \$10.00 (Note: The “per day” boarding fee is in addition to the fees listed for a first, second and third offense, whichever is applicable, for impounding an at large cat.)
- (c) The owner of an animal which has been impounded for the third time shall surrender the animal to IPAS.

**Sec. 5-23. Enforcement.**

- (a) The department shall have the authority to appoint animal control officers and such other personnel as it deems proper for maintaining a public animal shelter and to enforce the provisions of this chapter.
- (b) The director and duly appointed animal control officers shall have authority to exercise the following limited police powers:
  - (1) Contact law enforcement to issue citations for the enforcement of this chapter, as well as take action necessary to enforce state statutes regarding animals.
  - (2) Obtain warrants for such violations and assist law enforcement personnel in making arrests for such violations.
  - (3) Submit affidavits to the courts regarding such violations.
- (c) In enforcing the provisions of this ordinance, the director or his authorized representatives are authorized to enter private property without warrant to pursue, capture, or otherwise apprehend animals subject to impoundment or restraint under the provisions of this chapter. If an animal enters an uninhabited structure and the officer can safely gain entry in the same manner as the animal, the officer may enter the structure to capture the animal. If the animal enters the structure through an opening such as a window, hole in the wall or like entrance, the structure will be secured and the officer will obtain permission to enter from the owner/tenant or obtain a warrant to enter the structure. If human safety is a legitimate and immediate concern, the officer may enter the uninhabited structure to capture the animal. This authority to enter does not include inhabited structures unless other justifications dictate immediate entry.
- (d) The Iberville Parish sheriffs, the City of Plaquemine police officers, and the parish animal control officers have authority to enforce provisions of this section.

- (e) For any prosecution of a violation of this chapter which results in a conviction, pre-trial diversion, or nolo contendere, there shall be an administrative fee in addition to any other fees. This fee shall be as established by the IPAS from time to time, and shall be dedicated to the operation of the Iberville Parish Animal Shelter and Control Department and shall not be waived.
- (f) The animal control shelter, or its agents, may enforce any provision of this chapter by instituting a suit for injunctive relief and use summary process, including all temporary restraining orders permitted by law.

**Sec. 5-24. Owner's responsibilities.**

Owners of dogs and cats shall be responsible for compliance with the following:

- (a) All dogs and cats, except cats which have been properly vaccinated for rabies, neutered or spayed and properly tagged, except any dog that is being trained for, or being used for the common and accepted practices associated with search and rescue and the legal hunting of game, including birds and animals, and the herding of livestock, shall be kept from running at-large and must be confined. Community cats may be allowed outside so long as the cats do not prove to be a nuisance. The owner of a cat or dog which causes damage to another person's property shall be responsible for that damage. If a dog causes damage to another person's property, the director may classify the dog as dangerous and enforce the guidelines as set forth in this chapter. Failure of the owner to follow the instructions of the director may result in the animal being seized and humanely disposed of by euthanization, placement for adoption or transfer to a rescue facility.
- (b) Owners shall be responsible for practicing a flea and tick program in order to prevent fleas and ticks from becoming a nuisance or infesting the yards of neighboring properties.
- (c) Owners of animals that bite an individual are responsible for notifying IPAs. The duty to notify IPAS shall apply at all times, including holidays, weekends and after normal business hours of IPAS.
- (d) It shall be the responsibility of the owner to confine outside animals in and enclosed area. Animals may be tethered in accordance with the provision contained in Section 5-28 of this Chapter. The primary enclosure should contain a minimum of 48 square feet (six feet by eight feet) per animal. Outside animals that reside in a neighborhood with fencing restrictions must be kept inside or confined in an outside kennel. The kennel must meet the requirements as set forth in the minimum standards of care for animal shelters contained in this chapter. Any animal found in violation will be seized. The owner will have five days to correct the discrepancy or the animal will become the property of IPAS. Whether or not the animal is redeemed, the owner will be responsible for all fees. Whoever is found to be guilty of failing to provide the proper enclosures shall be fined not less than \$250.00 or more than \$500.00 or serve five (5) days in jail.
- (e) The owner of any dog housed outside shall provide a proper shelter which will provide adequate protection from the elements. This includes, but is not limited to, a doghouse, enclosure, or ready access to an already existing structure. In addition, the owner shall provide the dog access to an adequate water supply. The owner shall provide adequate food for the dog and must feed the dog as least once per day. Any fenced or walled enclosure will consist of chain link, wood, brick, vinyl fencing or any other material deemed appropriate by the director of the Iberville Parish Animal Shelter. The barrier will be a minimum of four feet high but at all times will be of a sufficient height to preclude the dog from escaping over the barrier. No fence or wall will have openings greater than two inches in diameter.
- (f) No owner shall tether a dog to a moveable object which the dog must physically move the object in order to move about the enclosure.
- (g) Dogs confined to residential properties by an electronic fence collar are not allowed to be closer than 10 feet to any public sidewalk, public footpath, allies, or streets. The fence shall not be installed closer than 2 feet from an adjacent property. Any dog confined by an electric fence must have a rabies tag attached at all times and be up to date on rabies vaccination. An electronic fence collar may only be used as a secondary means of restraint and not as a replacement for actual fencing material or an enclosure. Any dog confined by an electric fence collar is still considered to be at large. The owner of a dog confined by an electric fence collar shall be responsible for any damage caused by the dog.
- (h) It shall be unlawful for any occupant or owner of a dwelling to keep or allow to be kept outdoors

on the premises of any dwelling more than three dogs, except that a litter of pups may be kept for a period of time not exceeding three (3) months from birth. This provision shall not apply to any establishment where dogs are lawfully kept for breeding, sale, sporting purposes or boarding. In a case where the number of dogs exceeds the legal limit, the owner may apply to the director for a noncommercial kennel permit. The director will approve the permit if the following conditions exist:

- (1) There is adequate space to house the dogs.
  - (2) The additional dogs do not create a health risk for the humans or other animals which occupy the residence.
  - (3) The additional dogs do not degrade the environment for the surrounding residences.
  - (4) All animals on the property have been properly vaccinated.
  - (5) There is an adequate tick and flea control program.
  - (6) The applicant is in compliance with all other portions of this chapter.
  - (7) The applicant and or owner/caretaker of the dwelling have not received any legitimate dog complaints from adjacent residences or the surrounding neighborhood. If the director finds that all of the conditions listed under this subsection exist, he may issue a noncommercial permit. If the director finds that one or more of the conditions as listed under this subsection are not in compliance, he may deny the permit and the applicant will be required to come into compliance.
- (i) For indoor dogs, there shall be a limit of four dogs. The director may enforce the regulations for outdoor dogs for any owner who permits his indoor dogs to create a nuisance.
  - (j) Owners of dogs have been declared dangerous must register the dogs with IPAS and abide by the provisions set forth in Section 5-35.
  - (k) Owners are responsible for limiting the number of cats in their possession in order to prevent the cats from creating or becoming a nuisance.

**Sec. 5-25. Rabies tags required for dogs and cats.**

- (a) It shall be the duty of the owners of dogs and cats to obtain at all times a rabies tag for each such animal. Tags containing vaccination numbers shall be securely fastened at all times to a collar or harness and worn at all times by the dog or cat for which the tags were issued. Hunting or stock dogs, show dogs and cats, and law enforcement dogs are excepted from wearing tags while being worked, conditioned or shown under the supervision of their owners or agents thereof. For their safety, ear-tipped cats who have been vaccinated against rabies are not required to wear the license tag on a collar and are exempted from this requirement.
- (b) It shall be unlawful for any person to own, keep, maintain, harbor or possess any dog or cat in the City unless such dog or cat, if it is over four months old, is vaccinated with rabies vaccine by a licensed veterinarian and a tag evidencing such vaccination is affixed to the collar or harness.
- (c) Fees for tags for dogs and cats shall be paid to the designated licensing agents by their owners.
- (d) Rabies tags shall be renewed annually during their anniversary month.
- (e) The requirements imposed by this section shall not apply to dogs or cats kept by regularly chartered medical schools, veterinary schools, veterinary hospitals, and public animal control shelters and tax-exempt humane organization shelters.
- (f) Persons failing to obtain a rabies tag required by this section shall be subject to the penalty set forth in Section 5-5.
- (g) Any person who counterfeits or imitates the rabies tag provided by the licensing authority, or who shall put on a dog or cat any such counterfeit or imitation tag, shall be subject to the penalties provided in Section 5-5.
- (h) Rabies tags are not transferable.
- (i) Rabies vaccination may only be distributed by, harbored by and administered by a Louisiana licensed veterinarian.
- (j) Upon request of the director or the agency, the owner or keeper of any dog or cat must furnish evidence that such dog or cat has been vaccinated by a licensed Louisiana veterinarian and is current on its vaccination against rabies as required herein.
- (k) The Director or his authorized agents or representatives shall impound any animal suspected of being infected with rabies. The disposition of any animal so suspected and impounded shall be at

the discretion of the director.

**Sec. 5-26. Nuisance; owner to maintain clean premises.**

- (a) No person shall willfully or knowingly harbor or keep on his premises or elsewhere any animal which causes an unreasonable disturbance of the peace of the neighbors or occupants of adjacent premises, or suffer or permit any animal to create a nuisance as defined in this chapter. This includes excessive barking. A person shall be deemed to have willfully and knowingly violated this section, if such person, having been notified by the department or law enforcement officers of such disturbances, shall have refused for a period of 24 hours to correct same and prevent reoccurrence. In the matter of excessive barking, the remedy shall be immediate upon notification.
- (b) The owner of any animal shall maintain his premises in such a manner as not to constitute either a private nuisance to adjoining property or a nuisance to the public generally. Pens or yards in which animals are confined or maintained shall be cleaned regularly so that they are kept free from offensive odors which would disturb any person residing within a reasonable distance of said premises. The animals themselves shall be restrained in such a fashion that noise emanating there from shall not be disturbing to such persons.
- (c) Premises on which animals are kept shall be maintained so as to prevent disagreeable odors arising there from, or the presence of breeding of flies, mosquitoes, and other pest. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors, and disease hazards.
- (d) If any part of a public street or the private property of a person other than the owner of the animal shall be soiled by the excreta of that animal, whether such nuisance shall take place in the presence of the owner or not, the owner shall upon becoming aware thereof, promptly remove such excreta and dispose of it in a sanitary manner.

**Sec. 5-27. Cruelty to animals prohibited.**

- (a) Any person who intentionally or with criminal negligence commits any of the following shall be guilty of cruelty to animals:
  - (1) Overdrives, overloads, drives when overloaded or overworks a living animal.
  - (2) Torments, cruelly beats, cruelly ill-treats, unjustifiably or otherwise abuses or injures any living animal, whether belonging to himself or another.
  - (3) Causes, instigates or permits any dog fight, bullfight or other combat between animals or between animals or humans. It shall be unlawful for any person to hold, operate, attend, sponsor, or in any way further a contest that pits animals against each other and for anyone to maintain facilities for this purpose.
  - (4) Having charge, custody, or possession of any animal, either as owner or otherwise, unjustifiably fails to provide it with proper food, proper water, proper shelter, proper veterinary care or with humane care and treatment. An animal shall be provided with:
    - (i) Clean, sanitary, safe and humane conditions;
    - (ii) Sufficient quantities of appropriate food daily served in a sanitary container or dish;
    - (iii) Proper shelter as defined in Section 5-11 of Owner's Responsibilities;
    - (iv) Adequate quantities of visibly clean and fresh water available at all times provided in a sanitary manner;
    - (v) Medical attention and/or necessary veterinary care when an animal is sick, diseased, or injured. This shall include necessary efforts to maintain an animal's coat and skin in a reasonably healthy condition free of fleas and ticks. Upon request of the agency, written proof of veterinary care must be provided.
    - (vi) Sufficient space for the animal to move about freely to exercise, lie down, as well as sit and stand.
  - (5) Abandons any animal. A person shall not be considered to have abandoned an animal if he delivers to an animal control shelter an animal which he found running at large. An animal shall also be considered abandoned if any of the requirements listed in Sub-Section (4)(i) through (vi) of the preceding paragraph are not met for more than 24 hours.
  - (6) Impounds or confines, or causes to be impounded or confined in a shelter or other place, a

- living animal and fails to supply it during such confinement with proper food, property drink, and proper shelter.
- (7) Carries, or causes to be carried, a living animal in or upon a vehicle or otherwise, in a cruel or inhumane manner. No animal shall be transported in the truck of any vehicle at any time. It shall be unlawful to transport any animal on a public road in any open-bed vehicle unless the animal is safely and humanely restrained (a at minimum by a harness with double tethering for dogs) so that eth animal is unable to jump or fall out of the vehicle. If transporting an animal in a kennel or cage in an open bed vehicle, the kennel or cage must be double tethered to prevent the kennel from moving.
  - (8) It shall be unlawful to leave any animal in an unattended motor vehicle or transport an animal in any motor vehicle without adequate ventilation. Temporary or permanent medical injury, distress or death caused go an animal in a vehicle regardless of ventilation shall be considered cruelty.
  - (9) Knowingly or unjustifiably exposes any known poisonous substance, whether mixed with food or not, so that it may be eaten by an animal, provided that it shall not be unlawful for a person to expose, on his own property, common rat poison mixed only with vegetable substances, nor shall any person in any other manner whatsoever intentionally poison any animal other than rats.
  - (10) Individuals, institutions or corporations who trap domestic animals or wildlife in humane traps are responsible for monitoring the traps and ensuring the safety of the animals trapped until they are removed by the agency or a certified wildlife removal company or agency. Failure to monitor the wellbeing of the trapped animals resulting in injury or death of the trapped animal whether intentional through negligence shall be unlawful and considered cruelty to animals.
  - (11) Inures any animal belonging to another person.
  - (12) Mistreats any living animal by any act or omission whereby unnecessary or unjustifiable physical pain, suffering or death is caused to or permitted upon the animal.
  - (13) Causes or procures to be done any person any act enumerated in this subsection.
- (b) Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report the injury or death to the animal to the animal's owner, if the identity of the owner is apparent. If the owner cannot be ascertained or located, such motor vehicle operator shall report the accident to IPAS or the City Police Department.
  - (c) No person shall color, dye, stain, or otherwise change the natural color of baby chickens, ducklings, other fowl or rabbits; nor shall any person possess for the purpose of sale any chickens, ducklings, other fowl or rabbits which have been so colored.
  - (d) Ponies used at concessions consisting of a wheel like device to which they are attached must be given sufficient resting time. Resting time shall be one-half hour after working one hour.
  - (e) Any occurrence of animal cruelty, even if not specifically enumerated in this section, may be enforced in accordance with the authority, definitions, provision and procedures that are currently set for in La. R. S. 14:102 through La. R. S. 14:102.7 and any subsequent amendments thereto.
  - (f) No one previously convicted of cruelty to an animal shall be issued an animal establishment or kennel permit, or be permitted to adopt a pet pursuant to the provisions of this chapter. No one convicted for a second time of cruelty to an animal shall be issued an animal establishment or kennel permit, or be permitted to adopt a pet pursuant to the provision of this chapter, nor own or keep an animal in his care, harbor an animal, act as custodian for an animal, or permit an animal to remain on or about his premises.

**Sec. 5-28. Minimum standards of care for animals.**

*Shelter and care.*

- (a) A shelter must be sanitary, of sound construction, and provide adequate protection from the cold and heat. The shelter must be placed in a dry are free of debris, feces, and standing water. It must have at least three solid sides and a solid, immovable, weatherproof roof, have a solid sanitary floor that sits at least 1.5 inches off of the ground, be adequately ventilated, provide adequate light, and provide shelter from wind, rain, sun and the elements at all times. Suitable drainage must be provided so that water is not standing in or around the shelter.

- (b) A shelter must be large enough for the animal to stand, turn around, and lie down without touching the sides or top of the shelter.
- (c) All areas where animals are kept shall be cleaned regularly so that fecal matter is disposed of so not to attract insects or rodents, become unsightly or cause objectionable odors. For cats and dogs, floors of animal housing areas should be made of an impervious material to facilitate cleaning and drainage. Sealed concrete is ideal.
- (d) If multiple animals are present in one location, each animal must have a separate and clean food bowl. Each animal must have access to shelter and the owner must meet all standards as detailed in this section.
- (e) When outdoor temperatures reach freezing levels, all cats, except feral and community cats, dogs and companion animals (excluding wild, exotic and ferocious animals) must be moved indoors or to an area that provides shelter from the weather. All cats, except feral and community cats, and dogs must be moved indoors for their safety for the duration of an extreme weather advisory issued for a specific time period by the NOAA's National Weather Service including but not limited to: hear, tornado, tropical storm or hurricane. Animals must remain indoors and provided care for the duration of the advisory unless being walked on a leash by their owner, guardian or custodian.
- (f) No dog or cat shall wear a muzzle unless the owner is present or the dog or cat is under veterinary care.
- (g) If the agency determines upon inspection that an animal owner or keeper is not in compliance with the provision of this section, the agency shall provide written notice to the owner or keeper as such. Failure by the owner to comply within five business days of receiving notice shall result in the temporary impoundment of all animals of the offending property(s) by the agency and the issuance of a summons or citation, through the City Police, to the owner pursuant to Section 5-10. The agency may remove any animal from the property in less than five business days, if the removal is deemed necessary by the agency to protect the health and well-being of the animal. All animals shall be promptly released to the owner or keeper upon a determination by the agency that the owner or keeper has come into compliance with this section or determination by a court that the owner or keeper was not in violation of this section. The owner or keeper shall compensate the agency for the costs of keeping and care of the animal(s) for every day that the animal was in the possession of the agency pursuant to the fee schedule laid out in Section 5-22, except that the owner or keeper shall not be required to compensate the agency if a municipal or district court determines that the keeper or owner was not in violation of this section.
- (h) *Tethering*. It shall be unlawful to tether a dog, except as follows:
  - (1) The tether is attached to the dog by means of a suitable, properly fitted collar or harness not exceeding two inches in width. Choke or prong collars are not permitted. The tether must have a swivel on both ends.
  - (2) The tether provides access to adequate space for the dog to move about freely and cannot become entangled in such a way that would prevent the dog's mobility or cause strangulation.
  - (3) At minimum, the tether should be five times the length of the dog from the tip of nose to the tip of the tail and tether must all the dog to lie down with its head flat on the ground and provide an additional 12 inches of slack.
  - (4) The tether is made of a durable lightweight material that will not cause unnecessary stress on the dog. The tether shall not weigh more than three percent of the dog's total body weight. Thick changes and other heavy lines are prohibited.

**Sec. 5-29. Soiling of public and private property by animals.**

- (a) If any public or private property is soiled or contaminated by an animal, whether such nuisance shall take place in the presence of the owner or keeper or not, or if the owner of the keeper is a minor, the parent or guardian thereof shall be deemed guilty of violating his section. This section shall not apply in a designated off leash area of "dog park" in which the owner or keeper, or parents or guardian thereof, shall abide by the regulations imposed by the management of such area, which shall include, but not be limited to immediate cleanup and proper disposal of animal waste by the owner or keeper, or parent or guardian thereof.
- (b) Any person, who is in violation of this section, shall be punished by a fine of not less than \$100

and no less than three seven hour days of community service, including but not limited to trash clean up duties.

**Sec. 5-30. Animal establishment standards.**

- (a) No person shall operate an animal establishment without first obtaining, and subsequently maintaining, a valid permit in compliance with this section. In the event any person shall own or operate more than one facility, they shall be required to obtain a permit for each facility.
- (b) Applications for such permits shall be made to the department on application forms provide by same.
- (c) Upon receipt of a properly completed application, the department shall promptly investigate the applicant and the facilities sought to be permitted, to determine if they are in compliance with provision and requirements of this chapter. The Director shall issue or deny the permit applied for. If the permit is denied, the applicant shall be given written reasons for such denial.
- (d) Each permit shall be initially effective from the date of issuance through December 31<sup>st</sup> of the year of issuance.
- (e) Each permit shall be renewed annually and an application for renewal shall be filed with the department between October 1 and December 1. Renewed applications shall be effective from January 1 through December 31 of the following year.
- (f) Permittees must comply with the standards and regulations adopted by the department based on standards set forth in Title 9 of the Code of Federal Regulations. The department may amend such standards and regulations from time to time for purposes of public health and safety and the protection of animals. The standards and regulations shall be amended only after allowing permittees an opportunity to be heard on the proposed amendments. Notice of said hearing shall be mailed to each permittee at least ten day prior to the hearing date and at least 30 days prior to the effective date of the amendment. The notice shall set forth the amendment in its entirety and shall advise of the date, time and purpose of the hearing and the effective date of the amendment.
- (g) The department shall provide a copy of applicable standards and regulations with each permit application. Each applicant shall acknowledge, in his application, receipt of said standards and regulations.
- (h) A representative of the department shall have the right of entry, at reasonable ours, upon the premises of permittees and into all areas thereof where animals are kept and maintained, for inspection to ascertain whether the permittee is in compliance with the provision of this chapter and the standards and regulations established under same. Failure of any owner to comply with said provisions, standards, and regulations, or allow reasonable entry and inspection by the animal services department representative shall be grounds for revocation of the owner's permit.
- (i) If, upon inspection, department representatives determine that a permittee is in violation of this chapter, the department shall advise said permittee in writing of the violation and shall inform the permittee that his failure to comply with the provisions of this chapter within 14 days of receipt of said notice shall constitute grounds for removal of all animals from the premises or area subject to violation. If the permittee fails to comply within said period, IPAS representatives may proceed to remove the animals from said premises or area. Extended periods for compliance may be granted by the department for good cause shown. In the event it shall become necessary for the department to remove any animal as provided herein, it shall return the animals to the permittee upon termination of the violation for which the animals were removed unless the director determines that the violation justifies revocation of the permittee's permit. Such return, however, shall be contingent upon payment by the permittee of fees incurred by the removal as established by Section 5-22. Removed animals will become the property of the department 14 days after removal unless the violation is terminated and the fees incurred are paid or an extension is granted by the director. In the event that such an extension is granted, failure to terminate the violation and pay all boarding fees incurred, including fees for the period of the extension, by the end of said extension shall result in forfeiture of the seized animals to the department. The director may, however, waive all or any portion of the boarding fees incurred under this section for good cause shown.
- (j) If the owner disagrees with the decision of the director to revoke the permit, he may appeal that decision to the Plaquemine City Court. The owner must be present or legally represented at the

hearing or any right to the appeal will be deemed waived and the ruling of the director will be final.

**Sec. 5-31. Commercial livery stables, prohibited.**

Commercial livery stables are prohibited in the City.

**Sec. 5-32. Impoundment of dogs and cats; disposition, identification and classification.**

- (a) It shall be the duty of the director to seize and impound any at large stray dog or cat not tagged with the current official vaccination and license tags. Any dog or cat so seized and impounded shall be held for a period of at least five working days during which time the owner may reclaim the dog or cat. The director may also seize and impound tagged dogs which are at large in violation of section 5-38. Any tagged dog which is impounded shall be held for a period of five working days during which time the owner may reclaim the dog. To reclaim an impounded dog or cat, the owner must pay redemption and board fees as provided in Section 5-22, and provide satisfactory proof of ownership. If the dog or cat is not legally vaccinated and licensed, the owner shall also be required to obtain the requisite licensing and vaccination from a veterinarian and provide proof of such to IPAS within five days of release.
- (b) Any dog or cat impounded by the department and not reclaimed by the owner within the prescribed time limits may be placed for adoption as a pet, transferred to a rescue facility, or humanely euthanized. A good faith attempt to notify the owner shall be made first if the name of the owner is known. Upon notification, the owner shall have five working days from such notice to redeem the animal after which it may be disposed of by euthanization, placement for adoption or transfer to a rescue facility. If upon notification the owner does not wish to reclaim the animal and signs a release of his rights therein, the animal may be disposed of immediately.
- (c) The director may order the timely euthanasia for any animal lawfully taken into custody at the animal shelter which, in the opinion of the director, is necessary by reason of age or physical condition of the animal or as is required for other humane reasons. The director, with the concurrence of a veterinarian, may order the timely euthanasia for any animal lawfully taken into custody at the animal shelter which, in the opinion of the director, is appropriate by reason of the animal's temperament.
- (d) Owners of unwanted animals may bring the animals to the animal shelter and release them to be disposed of at the discretion of the director by placing the animal for adoption as a pet, transferring the animal to a rescue facility, or humanely euthanizing the animal. Should an owner want to redeem an animal which has been released, all impoundment, board, vaccination, and license fees as applicable, must be paid.
- (e) It shall be the duty of the director to seize any domesticated animal, in addition to dogs and cats, found to be at large, and any non-domesticated (wild) animal that is a potential public health hazard, a nuisance, or is sick or injured. The seizure of any non-domesticated (wild) animal shall be at the discretion of the IPAS, with consideration being given to the safety and welfare of the seizing officer.
- (f) Domesticated animals other than dogs and cats will be held for a period of at least five working days during which time they may, after payment of impoundment and board fees, be claimed by their owners. If the owner does not claim any such animal, the animal may be disposed of at the discretion of the director.
- (g) Non-domesticated animals may be relocated or humanely euthanized at the discretion of the director.
- (h) Any person adopting an unsprayed or unneutered animal from the department must sign an agreement to have the animal spayed or neutered within six months of age. The department shall perform follow up investigations to confirm compliance with this section, and failure to comply shall constitute a waiver of all rights of the adopting party in and to the animal, returning full custody of the animal to the department and shall further constitute forfeiture of all fees paid by said party in connection with the adoption.

**Sec. 5-33. Animals which bite or scratch persons.**

- (a) If any person shall report to the police department, sheriff's office, Iberville Health Unit or IPAS that a dog or cat has bitten or scratched him or any other person, when such bite or scratch has broken the skin, the director shall direct the owner of the dog or cat to confine it for a ten day

observation period in the rabies observation cages maintained on the premises of IPAS or, should the owner prefer, in an established veterinary hospital. The agency on its own authority or if ordered by the director, may extend the length of the quarantine period.

- (b) When an owner chooses to confine his dog or cat within a veterinary hospital, the owner shall have 12 hours from the time of the bite or scratch to do so. The animal must be confined in the parish. The owner shall advise the director of which veterinary hospital the dog or cat will be confined in and shall advise the veterinarian that the dog or cat is to be placed under observation for biting or scratching. If the dog or cat is not confined within 12 hours, the director may contact local law enforcement to issue a citation to the owner for the dog or cat shall be apprehended and confined by the department.
- (c) Each veterinarian caring for a dog or cat quarantined for biting or scratching shall submit a report to the director as to the health status of the dog or cat observed by him at the end of the ten day observation period.
- (d) If any dog or cat dies during the ten day observation period, whether at the veterinary hospital or at the animal shelter, the director shall have the head of such dog or cat submitted to the state department of health and human resources laboratory or other approved facility for examination for rabies.
- (e) If any dog or cat placed under observation for biting or scratching has been injured or becomes sick, in such a state that its recovery is seriously in doubt, or if the sickness of such dog or cat endangers the health of other animals or persons, the director shall have said dog or cat humanely euthanized and its head submitted to the department of health and human resources laboratory of other approved facility for examination for rabies.
- (f) In cases where a bite wound or scratch, which has broken the skin, is on the head or neck of the victim, the director may humanely euthanize the animal to expedite test results to permit the rapid determination of the need for rabies post exposure prophylaxis. The rabies vaccination status of the animal should be evaluated in making this decision. The director may consult with the state public health veterinarian to authorize the humane euthanization of the animal prior to the expiration of the ten day observation period.
- (g) Home confinement for observation of a dog or cat involved in a bite or scratch may be allowed, at the discretion of the director, if the following conditions are met:
  - (1) The dog or cat is currently licensed and vaccinated with an approved rabies vaccine.
  - (2) The owner was in compliance with the applicable leash or confinement and restraint requirements of this chapter at the time of the bite.
  - (3) The confinement and conditions thereof have specific approval of the bitten or scratched party, or his proper legal representative, as evidenced by a signed, written agreement, which agreement shall hold the director, Parish and City harmless for any loss or damage whatsoever which may result from the allowance of such confinement.
  - (4) The dog or cat is examined by a licensed veterinarian after the bite or scratch and written certificate by said veterinarian that the animal appears to be in good health is supplied to the director within 24 hours after the bite or scratch.
  - (5) Immediately upon expiration of the ten day observation period, a licensed veterinarian shall examine the dog or cat and certify to the director in writing the health and condition of the animal.
  - (6) If the director determines that a dog or cat may be confined at the home of its owner, the owner shall notify the Iberville Health Unit's medical director or IPAS immediately if the animal shows any symptoms of sickness or abnormal behavior or escapes or dies during confinement. Persons having custody shall surrender the carcass of the dog or cat which dies during confinement to IPAS.
- (h) In order for an animal to remain impounded, the victim must have the bite or scratch verified by a licensed medical doctor or animal control officer. Proof of any doctor visit must be provided to the IPAS.
- (i) Any doctor, hospital, clinic or other medical facility within the parish that examines and/or treats an animal bit of any nature must notify the IPAS.
- (j) Any certified enforcement dog belonging to a law enforcement agency is exempt from this

requirement of this section. Vaccination status of all enforcement dogs shall be retained by the agency involved.

**Sec. 5-34. Release of dogs or cats impounded for observation; fees.**

- (a) The owner shall also be responsible for redeeming their animal as soon as the quarantine period is over. On the 12<sup>th</sup> day, the animal becomes the property of IPAS.
- (b) Any owner redeeming a dog or cat impounded for a ten day observation period shall pay an impounding fee and board fee as provided in Section 5-22.

**Sec. 5-35. Dangerous and vicious dogs.**

(a) *Dangerous Dogs*

(1) The animal shelter may investigate reported incidents involving dogs that may be dangerous. Upon such investigation, if the director finds the dog to constitute a dangerous dog as defined in this section and Section 5-4, said dog shall be so classified. The owner shall receive written notification of the animal control shelter's classification of the animal. A record of the dog will be maintained in the dangerous dog data base and file system at IPAS.

(2) Hearing in City Court.

(a) If the owner disagrees with the classification of the Director, the District Attorney, City Attorney, the Sheriff, an animal control officer, or other designated representative, in the name of and on behalf of the parish and/or City and without the payment of any costs, shall be authorized to file a petition in the Plaquemine City Court having jurisdiction requesting a hearing for the purpose of determining whether or not a dog should be declared dangerous.

(b) Upon the filing of the petition, the City Judge shall immediately issue a rule on the owner of the dog to show because why the dog should not be declared a dangerous dog. This rule shall, at the time of its issuance, be fixed for hearing not later than five days, including Sundays, half-holidays and holidays, from the date of its issuance, and shall be heard by preference over all other matters and cases fixed for the same day and shall be continuously day after day until submitted for adjudication.

(c) In every case where the dog is established to be a dangerous dog, the court shall enter an order declaring the dog to be a dangerous dog and shall direct the owner of the dog to comply with conditions established for the restraint and confinement of the dog as provided by law and herein.

(d) The owner of the dog shall be liable to IPAS for the costs and expenses of keeping the dog if the dog is later adjudicate dangerous.

(3) The owner of a dog that has been classified as "dangerous" shall abide by the following mandates within 30 days after the dog has been so classified:

(a) Execute a written acknowledgment of owner's responsibilities prior to the release of the dog, which shall include, but may not be limited to, the following statements:

(1) Owner agrees and acknowledges that the dog is declared to be a dangerous dog as defined by La. R. S. 14:102.14;

(2) Owner is obligated and bound to at all times, while the dangerous dog is on owner's property, to keep the dog indoors or in a secure enclosure;

(3) The dog may be off owner's property only if it is restrained by a leash which prevents its escape or access to other persons;

(4) Owner shall post signs around the secure enclosure on owner's property no more than thirty feet apart at each normal point of ingress or egress, which bear the words "Beware of Dog" or "Dangerous Dog" in letters at least three and one half inches high with said signs being readily visible to any person approaching the secure enclosure; and

(5) If the dangerous dog dies, is sold, transferred or permanently removed from Iberville Parish, the owner shall notify IPAS of the changed condition and new location of the dog in writing within two days.

(b) A microchip will be implanted, at the owner's expense, by IPAS or a licensed veterinarian, if the dog is deemed too aggressive for IPAS to safely handle. If the dog already has a chip, that chip will be registered with IPAS.

- (c) The owner shall immediately notify the animal control shelter when a dangerous dog:
    - (1) Is loose or unconfined;
    - (2) Has bitten a human being or attacked another animal;
  - (d) A dangerous dog must be securely confined indoors or in a securely fenced enclosure and locked pen or structure, suitable to prevent the dog from coming into contact with either a human being other than the owner or any other animal, and designed to prevent the animal from escaping. The pen or structure must have minimum dimensions of six feet by eight feet or an enclosure not less than 48 square feet. Such pen shall have secure sides, at least six feet in height of sufficient design to prevent the dog from escaping over, under or through the structure. The enclosure shall provide a humane existence for the dog and protection from the elements. The pen shall meet all of the requirements of a dog pen as required in this Chapter. The enclosure must be physical in nature, not invisible or electronic.
  - (e) The owner shall prominently display a sign at the owner's expense on his premises at all entry points warning that there is a dangerous dog on the property.
  - (f) A dangerous dog may be off the owner's premises or out of its enclosure only if it is restrained by a substantial leash not exceeding four feet in length and under the control of an adult (person who has attained the age of 18 years).
  - (g) The animal control shelter, in its discretion, may require a dangerous dog to be spayed or neutered.
  - (h) The animal control shelter, in the exercise of its discretion, shall have the authority to make whatever inspections are deemed necessary to ensure that the provisions recited herein are complied with.
  - (i) Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and phone number of the new owner to the animal control shelter. Each new owner shall execute a document to be supplied by the animal control shelter, acknowledging that said owner is aware of the "dangerous dog" classification, and that said owner shall comply with the requirements of this chapter.
  - (j) An owner of a dangerous dog shall have the option to have said dog humanely euthanized, at his expense, by IPAS or licensed veterinarian if said owner is unable to comply with the requirements recited herein.
  - (k) It shall be unlawful for any person to keep, harbor or possess a dangerous animal on a porch, patio or in any part of a house or building that would allow the animal to exit or escape on its own volition. Screen windows or screen doors alone are considered inadequate.
  - (l) IPAS shall have the right to inspect the premises of dangerous animals' enclosures to ensure compliance with this part.
  - (m) The owner or keeper shall sign a hold harmless and indemnification agreement/clause in favor of the Iberville Parish Council and the City of Plaquemine.
  - (n) If IPAS reasonably believes that an owner cannot or will not abide by the requirements of this subsection (a)(3), the dog may be seized.
- (4) Continuation of declaration as a dangerous dog. Any dog which has been declared a dangerous dog by any agency or department of this parish, another parish, municipality, county, or state shall be subject to the provisions of this chapter for the remainder of its life. The person who owns or possesses any dog declared a dangerous dog by any parish, municipality, county, or state government must notify the Iberville Parish Shelter and control department, if so delegated, of the dog's address and restrictions of maintenance, within ten days of moving the animal into the parish. The restrictions and conditions of maintenance of any dog declared dangerous by this parish, another parish, city, county, or state will continue to remain in force while the dog is in the parish and/or city.
- (b) *Vicious dog.*
    - (1) A dog will not be classified as "vicious" if the threat, injury or damage was sustained by a person who, at the time, was unlawfully on the property with the intent to commit a crime or tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or

- assaulting the dog or if the dog was defending or protecting its owner from unjustified attack or assault, or was protecting or defending its young or other animals from harm or attack.
- (2) The animal control shelter may investigate reported incidents involving dogs that may be vicious. Upon such investigation, if the animal control shelter and/or its director finds the dog to constitute a vicious dog as defined in this chapter, said dog shall be so classified. The owner shall receive written notification of IPAS classification of the animal.
  - (3) Any dog that has been classified as “vicious” shall be impounded by the animal control shelter. The animal will be kept at the animal control shelter and placed in rabies quarantine, if necessary, for the proper length of time, or held for ten days after the owner’s receipt of notification, and then shall be humanely euthanized.
  - (4) Hearing in City Court.
    - (a) If the owner disagrees with the classification of the Director, the District Attorney, City Attorney, the Sheriff, an animal control officer, or other designated representative, in the name of and on behalf of the parish and/or City and without the payment of any costs, shall be authorized to file a petition in the Plaquemine City Court having jurisdiction requesting a hearing for the purpose of determining whether or not a dog should be declared vicious.
    - (b) Upon the filing of the petition, the City Judge shall immediately issue a rule on the owner of the dog to show because why the dog should not be declared a vicious dog. This rule shall, at the time of its issuance, be fixed for hearing not later than five days, including Sundays, half-holidays and holidays, from the date of its issuance, and shall be heard by preference over all other matters and cases fixed for the same day and shall be continuously day after day until submitted for adjudication.
    - (c) In every case where the dog is established to be a vicious dog, the court shall enter an order declaring the dog to be a vicious dog and shall direct that the vicious dog be humanely euthanized.
    - (d) The owner of the dog shall be liable to IPAS for the costs and expenses of keeping the dog if the dog is later adjudicate vicious.

**Sec. 5-36. Seizure and disposition of dogs which cause death or inflict bodily injury.**

- (a) IPAS may seize any dog which when unprovoked, in an aggressive manner, causes the death of or inflicts bodily injury on a human being. Any dog seized pursuant to the provision of the Section may be impounded pending the outcome of the hearing held in accordance with this Section.
- (b) The District Attorney, City Attorney, the Sheriff, an animal control officer, or other designated representative, in the name of and on behalf of the parish and/or City and without the payment of any costs, shall be authorized to file a petition in the Plaquemine City Court having jurisdiction requesting a hearing for the purpose of determining whether or not a dog which, when unprovoked, in an aggressive manner, causes the death of or inflicts bodily injury on a human being, shall be euthanized.
- (c) The hearing shall be conducted in accordance with the procedure provided in Section 5-22.
- (d) A dog determine by the court to have, when unprovoked, in an aggressive manner, caused the death of or inflicted bodily injury on a human being may be humanely euthanized by IPAS.
- (e) The owner of the dog shall be liable to IPAS for the costs and expenses of keeping the dog if the dog is later adjudicated to have, when unprovoked , in an aggressive manner, caused the death or inflicted injury on a human being.

**Sec. 5-37. Impounding or destruction of dogs and cats bitten or scratched by known rabid animals**

- (a) When a dog or cat has been bitten or scratched by a known rabid animal and the dog or cat is currently vaccinated with an approved rabies serum:
  - (1) The owner shall have the dog or cat examined by a licensed veterinarian and revaccinated.
  - (2) The veterinarian shall submit a written report to the department as to the health of such animal
  - (3) The owner shall place the dog or cat that has been bitten in strict isolation for a 90 day period.
  - (4) The dog or cat may be isolated with a licensed veterinary clinic or at the owner’s home with the approval of the director after inspection of the home isolation facility. If the owner elects to isolate the animal on his premises, the director shall inspect the security of the animal without

notice at least once each week. If the security of the animal is not as approved by the director, the animal shall be seized and transported to the Iberville Parish Animal Shelter and the owner shall be subject to the penalties set forth in section 5-23 and applicable fees set forth in Section 5-22.

- (5) The owner shall have the dog or cat examined by a licensed veterinarian at the expiration of the 90 day isolation period, and the veterinarian shall submit a written report to the director as to the health of such dog or cat.
- (6) If the owner of the dog or cat does not desire to have it isolated, he may surrender it to the department for euthanization, after which the head of such animal shall be submitted to the department of health and human resources or another approved facility for analysis.
- (b) When a dog or cat is bitten or scratched by a known rabid animal and the dog or cat is not currently vaccinated with an approved rabies serum, the owner shall have the dog or cat humanely euthanized by a licensed veterinarian or the department and the head of such animal shall be submitted to the department of health and human resources for analysis; or alternatively, the owner shall have the dog or cat placed in isolation for a period of six months at a licensed veterinary clinic, which shall examine such animal and render a written report on the health thereof to the department. The department shall cause such dog or cat to be humanely euthanized and the head of such animal shall be submitted to the department of health and human resources for analysis.
- (c) If the dog or cat should become sick during a period of isolation after being bitten by a known rabid animal, the owner, if the dog or cat is isolated on the owner's premises, or the veterinarian, if the dog or cat is isolated at a veterinary clinic, shall immediately advise the department. The department shall cause such dog or cat to be humanely euthanized and the head of such animal shall be submitted to the department of health and human resources or another approved facility for analysis.

**Sec. 5-38. At-large dogs in the City, prohibited.**

- (a) No person shall suffer or permit any dog in his possession, or kept by him about his premises, to run at large on any unenclosed land, or trespass upon any enclosed or unenclosed lands of another.
- (b) At large dogs not in compliance with the foregoing shall be subject to impoundment.
- (c) No dog at large in violation of this section shall be harbored or withheld from animal control officers by any person.
- (d) Each dog that shall run or otherwise be at large in violation of this section shall constitute a separate offense by the owner of such animal.
- (e) To reclaim an impounded dog, the owner must pay redemption and board fees as provided in Section 5-22, and provide satisfactory proof of ownership.
- (f) The owner shall pay any other incidental costs associated with the animal being at large or impounded, including the costs of containing an impounding the animal.

**Sec. 5-39. Seizure and disposition of animals cruelly treated.**

- (a) When a person is charged with cruelty to animals, said person's animal may be seized by the arresting officer and held pursuant to this section.
- (b) The seizing officer shall:
  - (1) Notify the owner of the seized animal of the provision of this section by posting written notice at the location where the animal was seized or by leaving it with a person of suitable age and discretion residing at that location within 24 hours of the seizure.
  - (2) Contact the Iberville Parish Animal Shelter to care for any such animal. IPAS shall retain custody of the animal or find a suitable location for the animal to be kept.
  - (3) Photograph the animal within 5 days after posting of the notice of seizure and shall cause an affidavit to be prepared in order to document its condition in accordance with La. R.S. 15:436.2.
- (c) The seized animal shall be held by the custodian provided for in Subsection (b)(2) of this section for a period of 5 consecutive days, including weekends and holidays, after such notice of seizure is given. Thereafter, if a person who claims an interest in such animal has not posted bond in accordance with subsection (d) of this section, the animal may be humanely disposed of by transfer to a rescue facility, adoption or euthanasia.
- (d) A person claiming an interest in any animal seized pursuant to this section may prevent the disposition of the animal as provided for in subsection (c) of this section by posting a bond with the Iberville Parish Animal Shelter within 5 days after receiving notice of such seizure in an amount

sufficient to secure payment for all reasonable costs, incurred in the boarding and treatment for any seized animal for a 30 day period commencing on the date of initial seizure. Such bond shall not prevent the department, agency, humane society or other custodian of the animal from disposing of the animal in accordance with subsection (c) of this section at the end of the 30 day period covered by the bond, unless the person claiming an interest posts an additional bond for such reasonable expenses for an additional 30 day period. In addition, such bond shall not prevent disposition of the animal for humane purposes at any time, in accordance with subsection (f) of this section. The amount of the bond shall be determined by the department, agency, humane society or other custodian of the animal as authorized by the court in accordance with the current rate for board and on the condition of the animal after examination by a licensed veterinarian.

- (e) Upon a person's conviction of cruelty to animals, it shall be proper for the court, in its discretion, to order the forfeiture and final determination of the custody of any animal found to be cruelly treated in accordance with this section and the forfeiture of the bond posed pursuant to subsection (d) of this section as part of the sentence. The court may, in its discretion, order the payment of any reasonable or additional costs incurred in the boarding or veterinary treatment of any seized animal prior to its disposition, whether or not a bond was posted by the defendant. In the event of the acquittal or final discharge without conviction of the accused, the court shall, on demand, direct the release of any animal held in custody to the owner thereof and order the return of the bond posted pursuant to subsection (d) of this section, less reasonable administrative costs.
- (f) Nothing in this section shall prevent the euthanasia of any seized animal, at any time, whether or not any bond was posted, if a licensed veterinarian determines that the animal is not likely to survive and is suffering, as a result of any physical condition. In such instances, the court, in its discretion, may order the return of any bond posted, less reasonable costs, at the time of trial.

#### **Sec. 5-40. Importation of dogs and cats by public carrier.**

- (a) No dog or cat four months of age or older shall be delivered in the City from out of state by any public carrier unless there is a certificate of a licensed veterinarian at the point of shipment accompanying the dog or cat and the bill of lading therefore, showing that the dog or cat is in good health and has been currently vaccinated for rabies within six months of the date of such delivery.
- (b) All dogs or cats less than four months of age brought into the city from out of state by a public carrier shall be accompanied by a health certificate signed by a licensed veterinarian at place of shipment origin.

#### **Sec. 5-41. Commerce in live animals**

It shall be unlawful for any person to sell, trade, barter, exchange, lease, rent, donate or display a live animal on a roadside, public right of way, sidewalk, street, parkway or any other public property or any property dedicated to public use, a commercial parking lot, or at an outdoor special sale, swap meet, flea market, fair, parking lot sale or similar event, regardless whether the event is authorized by the property owner. This section does not apply to sales on privately owned property with the permission of the property owner by humane societies, animal welfare groups and other nonprofit organizations sponsoring animal adoption events. It further does not apply to any activity undertaken by the department of animal services.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, that this ordinance shall become effective as provided by law.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, that all other ordinances or parts of ordinances in conflict herewith, specifically former Plaquemine Code of Ordinances Sections 5-3, 5-16 through 5-22, 5-26 through 5-38, 5-64 through 5-66, are hereby repealed in their entirety.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the Mayor and Board of Selectmen of the City of Plaquemine, Louisiana, that it is the intention the City that the provisions of this article be construed, enforced and interpreted in such a manner as will cause the least possible infringement of the constitutional rights of free speech, free expression, due process, equal protection or other fundamental rights consistent with the purposes of this article. Should a court of competent jurisdiction determine that any part of this article, or any application or enforcement of it is excessively restrictive of such rights or

liberties, then such portion of the article, or specific application of the article, shall be severed from the remainder, which shall continue in full force and effect.

The foregoing was adopted by the following votes:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None.

Absent: Lindon A. Rivet, Jr.

ACKNOWLEDGE HALLOWEEN TRICK OR TREAT HOURS FOR TUESDAY, OCTOBER 31, 2017 FROM 6:00 P.M. TO 8:00 P.M.

So acknowledged.

COMMITTEE REPORTS.

a) UPDATE FROM PEC.

PEC Construction Manager Dow Hillhouse provided status of ongoing projects.

b) UPDATE FROM UTILITY DIRECTOR FRANK MOTT.

In the absence of Utility Director Frank Mott, no report was given.

c) UPDATE FROM PUBLIC WORKS DIRECTOR RICHARD ALLEMAN.

In the absence of Public Works Director Richard Alleman, no report was given.

d) UPDATE FROM FIRE CHIEF DARREN RAMIREZ.

Fire Chief Darren Ramirez had left meeting due to an accident, no report given.

e) UPDATE FROM CHIEF OF POLICE KENNETH PAYNE.

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

ACKNOWLEDGE POLICE AND FIRE REPORTS FOR SEPTEMBER 2017.

So acknowledged.

APPROVE PAYROLL VOUCHERS FOR THE CITY OF PLAQUEMINE FOR SEPTEMBER 2017.

Selectman Michael W. Rivet moved, seconded by Selectman Timothy L. Martinez that the City of Plaquemine approve payroll vouchers for September 2017.

The foregoing was adopted by the following votes:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet and Timothy L. Martinez.

Nays: Jimmie Randle, Jr.

Absent: Lindon A. Rivet, Jr.

APPROVE MINUTES OF SEPTEMBER 12, 2017 (REGULAR MEETING) WITH NECESSARY CORRECTIONS.

Selectman Oscar S. Mellion moved, seconded by Selectman Michael W. Rivet that the reading of the minutes of September 12, 2017 (regular meeting) were waived and approved as accepted with necessary corrections.

The foregoing was adopted by the following votes:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None.

Absent: Lindon A. Rivet, Jr.

ADJOURNMENT.

Selectman Michael W. Rivet moved, seconded by Selectman Timothy L. Martinez that the City of Plaquemine adjourn at 7:18 p.m.

The foregoing was adopted by the following votes:

Yeas: Oscar S. Mellion, Ralph J. Stassi, Jr., Michael W. Rivet, Timothy L. Martinez and Jimmie Randle, Jr.

Nays: None.

Absent: Lindon A. Rivet, Jr.

CITY OF PLAQUEMINE

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

/s/Shelia H. Migliacio, MMC