

PROCEEDINGS OF THE ST. MARTIN PARISH COUNCIL
REGULAR MEETING - APRIL 4, 2017

The St. Martin Parish Council met in Regular Session convened at 5:00 p.m., Tuesday, April 4, 2017, Carroll J. Fuselier Meeting Room, St. Martin Parish Annex Building, 301 West Port Street, St. Martinville, Louisiana.

The meeting was called to order by Chairman Jason Willis.

The Invocation was read by Laci Laperouse, and the Pledge of Allegiance was led by Daniel Richard, Jr.

The following members were present: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin, Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr. Members absent: None. Also present: Parish President Guy Cormier and Legal Counsel Andrew Shealy.

A motion was made by Albert Menard and seconded by Lisa Nelson to approve the minutes of the St. Martin Parish Council Regular Meeting of March 7, 2017.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 4th day of April, 2017.

Chairman Jason Willis welcomed Susan Theall who was present to announce her candidacy for the Louisiana Third Circuit Court of Appeal race. Ms. Theall gave a brief background of education, career and goals. Council Members thanked Ms. Theall and wished her luck in the upcoming race.

Chairman Jason Willis welcomed Mr. Clifford Hebert. Mr. Hebert spoke on behalf of residents in opposition of a compromise with Bryan Champagne. Mr. Hebert discussed the proposed settlement offered to Bryan Champagne in the *St. Martin Parish Government v. Bryan Champagne, et al.* Docket Number 83926-E litigation. A packet was handed to Council Members with detailed

information concerning Lake Martin. Mr. Hebert asked Legal Counsel Andrew Shealy if the proposed settlement had been voted on. Both Parish President Guy Cormier and Legal Counsel Andrew Shealy stated this matter/settlement had not been voted on. Mr. Hebert urged the Council to not settle with Mr. Champagne.

A motion was made by Albert Menard and seconded by Lisa Nelson to open the Public Hearing to obtain public comments regarding ordinances being considered for final adoption.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 4th day of April, 2017.

Chairman Jason Willis asked for public comments regarding each proposed ordinance being considered for final adoption.

Clerk of the Council Laci Laperouse read each ordinance summary.

Jason Akers, Foley & Judell, L.L.P. was present at the meeting to discuss and answer any questions and/or concerns regarding Ordinance Summary Nos. 1171-OR and 1172-OR. Mr. Akers did mention of a minor correction to Ordinance Summary No. 1171-OR by confirming the purchaser as Stifel, Nicolaus & Company, Inc., not Region Bank.

Legal Counsel Andrew Shealy mentioned Ordinance Summary No. 1173-OR is an amendment to the charge, which is now at a lower rate.

Chairman Jason Willis reminded the Council Members Ordinance Summary No. 1174-OR is to allow the Council Members to call for an election to poll the voters on amending the St. Martin Parish Home Rule Charter to end term limits. A lengthy discussion was had amongst Council Members and audience members. While some Council Members agree with letting the voters decide if the St. Martin Parish Home Rule Charter should be amended to end term limits, some audience members spoke in opposition, stating it was settled once before by voters.

Upon requesting and hearing no further comments from the audience regarding the proposed ordinances being considered for final adoption, the Chairman requested a motion to close the Public Hearing.

A motion was made by Lisa Nelson and seconded by Dean LeBlanc that the Public Hearing be closed.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 4th day of April, 2017.

(Insert Ordinance Nos. 17-04-1171-OR and 17-04-1172-OR)

The following ordinance, which was previously introduced in written form at a regular meeting of the Parish Council, a summary thereof having published in the official journal, together with a notice of public hearing which was held on April 4, 2017, in accordance with said public notice, was brought up for final passage on motion of Council Member Thibodeaux and seconded by Council Member Hebert.

ORDINANCE NO. 17-04-1171-OR

An ordinance authorizing the incurring of debt and issuance of Fifteen Million Dollars (\$15,000,000) of General Obligation Bonds, Series 2017, of the Parish of St. Martin, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith.

THE ST. MARTIN PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

“**Act**” means Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950.

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

“**Bond**” means any Bond of the Issuer authorized to be issued by this Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Bond previously issued.

“**Bond Purchase Agreement**” means the agreement to be entered into between the Issuer and the Purchaser in substantially the form attached hereto as Exhibit A.

“**Bond Register**” means the records kept by the Paying Agent at its principal corporate office in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

“**Bonds**” means the Issuer's General Obligation Bonds, Series 2017, authorized by this Ordinance, in the total aggregate principal amount of Fifteen Million Dollars (\$15,000,000), being the first emission of Twenty-Five Million Dollars (\$25,000,000) of bonds that were authorized at a special election held on December 10, 2016.

“**Clerk**” or “**Clerk of Council**” means the Clerk of the Governing Authority.

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

“Date of Delivery” means the date on which payment is made by the Purchaser in exchange for the delivery of the Bonds, which shall be set forth in the Bond Purchase Agreement.

“Executive Officers” means, collectively, the Parish President and the Clerk.

“Governing Authority” means the St. Martin Parish Council, or its successor in function.

“Government Securities” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which are non-callable prior to their maturity, 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 March 1 and September 1 of each year, commencing March 1, 2018.

“Issuer” means the Parish of St. Martin, State of Louisiana.

“Ordinance” means this ordinance authorizing the issuance of the Bonds, as it may be supplemented and amended.

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

1. Any Bond theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Any Bond for which payment sufficient funds or government securities, or both, have been tendered to the Paying Agent or deposited in trust for the owners of such Bond with the effect specified in this Ordinance or by law;
3. Any Bond in exchange for or in lieu of which another Bond has been registered and delivered pursuant to this Ordinance; and
4. Any Bond alleged to have been mutilated, destroyed, lost or stolen which may have been paid as provided in this Ordinance or by law.

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

"Paying Agent" means Regions Bank, in the City of New Orleans, Louisiana, unless a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

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

"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.

SECTION 2. Authorization of Bonds; Maturities. In compliance with the terms and provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, the Act, and other constitutional and statutory authority, as amended, and as authorized at a special election held on December 10, 2016, there is hereby authorized the incurring of an indebtedness of Fifteen Million Dollars (\$15,000,000) for, on behalf of, and in the name of the Issuer, for the purposes of: (i) acquiring, constructing and improving drains, canals, pumps, pumping plants, dykes, levees and other drainage works within and for the Parish, (ii) acquiring, constructing, improving and equipping parks, playgrounds, recreation centers and other recreational facilities, title to which shall be in the public, and (iii) paying cost of issuance of the Bonds, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of Fifteen Million Dollars (\$15,000,000) of General Obligation Bonds, Series 2017, of the Issuer, which constitutes the first emission of an aggregate of Twenty-Five Million Dollars (\$25,000,000) of bonds authorized at said election. The Bonds shall be dated the Date of Delivery, shall be numbered consecutively from R-1 upwards, shall mature on March 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 March 1, 2037. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided payable on March 1 and September 1 of each year, commencing March 1, 2018.

The Bonds shall bear interest at a rate or rates of interest (not exceeding 6.00% per annum) and shall be sold at such prices as shall be set forth in the Bond Purchase Agreement.

The principal of the Bonds, upon maturity or redemption, shall be payable at the corporate trust office of the Paying Agent upon presentation and surrender thereof, and interest on the Bonds shall be payable by check mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Ordinance upon transfer of, 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 neither gain nor loss in interest shall result from such transfer, exchange or substitution.

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 made 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 will accompany all payments of principal and interest, whether by check or by wire transfer.

No Bond shall be entitled to any right or benefit under this 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 Ordinance, executed by the Paying Agent by manual signature.

SECTION 3. Book-Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Clerk of the Governing Authority 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 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 or 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 Ordinance of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

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

SECTION 4. Optional Redemption Provisions. The Bonds maturing on March 1, 2028, and thereafter, shall be callable for redemption at the option of the Issuer in full or in part at any time on or after March 1, 2027 at the principal amount thereof plus accrued interest thereon 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 shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails or via accepted means of electronic communication not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

SECTION 5. Reserved.

SECTION 6. Registration and Transfer. The Issuer shall cause the Bond Register to be kept by the Paying Agent. 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 Bond 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, transfer or exchange any Bond during a period beginning (i) at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date or (ii) with respect to Bonds to be redeemed, at the opening of business fifteen (15) days before the date of the mailing of a notice of redemption of such Bonds and ending on the date of such redemption.

SECTION 7. Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

NO. R-_____

PRINCIPAL AMOUNT \$ _____

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 Ordinance referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the 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.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARTIN

GENERAL OBLIGATION BOND, SERIES 2017
OF THE
PARISH OF ST. MARTIN,
STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
_____, 2017	March 1, ____	_____%	_____

The Parish of St. Martin, 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: _____ DOLLARS

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 semiannually on March 1 and September 1 of each year, commencing March 1, 2018 (each an "Interest Payment Date"), at the Interest Rate (calculated using a year of 360 days comprised of twelve (12) 30-day months) per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the corporate trust office of _____, in the City of _____, _____, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding the Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payment of principal, premium, if any, and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal 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 ORDINANCE, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE 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 HEREOF 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 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 Fifteen Million Dollars (\$15,000,000) (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 by its governing authority on April 4, 2017 (the "Ordinance"), for the purpose of (i) acquiring, constructing and improving drains, canals, pumps, pumping plants, dykes, levees and other drainage works within and for the Parish, (ii) acquiring, constructing, improving and equipping parks, playgrounds, recreation centers and other recreational facilities, title to which shall be in the public, and (iii) paying cost of issuance of the Bonds, under the authority conferred by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and constitutes the first emission of an aggregate of Twenty-Five Million Dollars (\$25,000,000) of bonds authorized at an election held on December 10, 2016, the result of which election has been duly promulgated in accordance with law.

The Bonds are issuable as fully registered bonds in the denomination of \$5,000, or any integral multiple thereof within a single maturity, 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 Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the 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 and any agent of either thereof 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. Upon any such registration of transfer or exchange, the Paying Agent may require payment of an amount sufficient to cover any tax or other governmental charge in connection therewith.

The Bonds maturing on March 1, 2028, and thereafter, are callable for redemption at the option of the Issuer in full or in part at any time on or after March 1, 2027, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for. Official notice of such call of any of the Bonds for redemption shall be given by means of first class mail, postage prepaid, by notice deposited in the United States mails 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.

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 first class mail, postage prepaid, by notice deposited in the United States mails 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.

This Bond and the issue of which it forms a part constitute general obligations of the Issuer, and the full faith and credit of the Issuer is pledged for the payment of this Bond and the issue of which it forms a part. The Bonds are secured by a special ad valorem tax to be imposed and collected annually in excess of all other taxes on all the property subject to taxation within the territorial limits of the Issuer, under the Constitution and laws of Louisiana, sufficient in amount to pay the principal of this Bond and the issue of which it forms a part and the interest thereon as they severally mature.

This Bond and the issue of which it forms a part have been duly registered with the Secretary of State of the State of Louisiana as provided by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance (herein defined) 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 the State of Louisiana. 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 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 the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the St. Martin Parish Council, acting as the governing authority of the Issuer, has caused this Bond to be executed in its name by the [facsimile] signatures of its Parish President and its Clerk of Council and its corporate seal to be impressed hereon.

PARISH OF ST. MARTIN, STATE OF
LOUISIANA

Clerk of Council

Parish President

(SEAL)

* * * * *

(FORM OF SECRETARY OF STATE ENDORSEMENT -
TO BE PRINTED ON ALL BONDS)

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

This Bond secured by a tax. Registered on this, the ____ day of ____, 2017.

Secretary of State

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

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

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.

* * * * *

SECTION 8. Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

SECTION 9. Registration of Bonds. The Bonds shall be registered with the Secretary of State of the State of Louisiana as provided by law and shall bear the endorsement of the Secretary of State in substantially the form set forth herein, provided that such endorsement shall be manually signed only on the Bonds initially delivered to the Purchaser, and Bonds subsequently exchanged therefor as permitted in this Ordinance may bear the facsimile signature of said Secretary of State.

SECTION 10. Pledge of Full Faith and Credit. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged for their payment. This Governing Authority does hereby obligate itself and is bound under the terms and provisions of law and the election authorizing the Bonds to impose and collect annually in excess of all other taxes a tax on all of the property subject to taxation within the territorial limits of the Issuer sufficient to pay the principal of and the interest on the Bonds falling due each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer.

SECTION 11. Sinking Fund. For the payment of the principal of and the interest on the Bonds, the Issuer will establish a special fund, to be held by the regularly designated fiscal agent of the Issuer (the "Sinking Fund"), into which the Issuer will deposit the proceeds of the aforesaid special ad valorem tax and no other moneys whatsoever. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest falling due on such date.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Ordinance shall constitute sacred funds for the benefit of the Owners and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana, in which event all income derived from such investments shall be added only to the Sinking Fund.

SECTION 12. Application of 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 of this Ordinance, to cause the necessary Bonds to be printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bonds shall be deposited by the Issuer with its fiscal agent bank or banks in a special fund entitled "Parish of St. Martin General Obligation Bonds, Series 2017- Construction Fund" to be used only for the purpose for which the Bonds are issued, including any and all costs of issuance incurred in connection with the issuance of the Bonds.

SECTION 13. Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 14. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time and any such Owner or Owners may 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 this Governing Authority or the Issuer as a result of issuing the Bonds.

No material modification or amendment of this Ordinance, or of any 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 modification or amendment shall permit a change in the maturity or redemption provisions of the Bonds, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due

from the taxes pledged and dedicated to the payment thereof by this Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Ordinance, without the consent of all of the Owners.

SECTION 15. Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Ordinance or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Bonds, but this 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 provisions enacted after the date of this Ordinance which validate or make legal any provision of this Ordinance and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Bonds.

SECTION 16. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds herein authorized 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 17. 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 18. Notices to Owners. Wherever this 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, 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 Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners 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 19. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) 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 (2) 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, interest rate 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 Ordinance equally and ratably with all other Outstanding Bonds. Any additional procedures set forth in the Agreement, authorized in this 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 20. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled 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 canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 21. Discharge of Ordinance; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of the money, securities, and funds pledged under this 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 Ordinance to the Issuer.

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 22. 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 Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a ordinance or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 23. 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 24. Not Qualified Tax-Exempt Obligations. The Bonds are *not* designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 25. Sale of Bonds. The Bonds are hereby awarded to and sold to the Purchaser. So long as the terms of the Bonds do not exceed the parameters set forth in Section 2 hereof, the Executive Officers (or either of them) are hereby expressly authorized and directed to execute the Bond Purchase Agreement in substantially the form attached hereto as Exhibit A, which Bond Purchase Agreement shall be a binding agreement of the Issuer upon its execution and shall govern the price at which and the terms and conditions pursuant to which the Bonds are to be sold to the Purchaser. After their 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.

SECTION 26. Publication. A copy of this Ordinance shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer.

SECTION 27. Continuing Disclosure. The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in the official statement to be issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

SECTION 28. 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 29. Post-Issuance Compliance. The Executive Officers and/or their designees are directed to continue, establish and/or amend, as they may determine in their sole discretion, 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 30. Effective Date. This Ordinance shall become effective immediately.

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

YEAS:	Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin, Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS:	None.
ABSTAIN:	None.
ABSENT:	None.

[Remainder of this page intentionally blank.]

And the ordinance was declared adopted on this, the 4th day of April, 2017.

/s/ Laci Laperouse
Clerk of Council

/s/ Jason Willis
Chairman

APPROVED BY:

/s/ Guy Cormier
Parish President

\$15,000,000
GENERAL OBLIGATION BONDS, SERIES 2017
OF THE
PARISH OF ST. MARTIN,
STATE OF LOUISIANA

BOND PURCHASE AGREEMENT

_____, 2017

Parish of St. Martin
P.O. Box 9
St. Martinville, LA 70482

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Inc., of Baton Rouge, Louisiana (the "*Underwriter*"), hereby offers and is duly authorized to enter into this Bond Purchase Agreement (this "*Agreement*") with the Parish of Martin, State of Louisiana (the "*Issuer*"), which, upon acceptance of this offer by the Issuer shall be binding upon the Issuer and the Underwriter. This offer is made subject to its acceptance by the Issuer prior to 11:59 p.m., prevailing New Orleans, Louisiana time, on the date hereof, which acceptance shall be evidenced by the execution of this Agreement by duly authorized officers of the Issuer. **Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the hereinafter defined Bond Ordinance.**

Section 1. (a) Subject to the terms and conditions, and upon the basis of the findings, representations and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above referenced bonds (the "*Bonds*") at the aggregate purchase price (the "*Purchase Price*") of \$_____ (which is the original aggregate principal amount of the Bonds of \$15,000,000.00, plus net original issue premium of \$_____, less an underwriting discount of \$_____).

(b) The Bonds are authorized under and shall be issued pursuant to Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, and other constitutional and statutory authority (collectively, the "*Act*"), and a Bond Ordinance adopted by the St. Martin Parish Council, acting as the governing authority of the Issuer (the "*Governing Authority*"), on April 4, 2017 (the "*Bond Ordinance*"). The Bonds are being issued for the purpose of (i) acquiring, constructing and improving drains, canals, pumps, pumping plants, dykes, levees and other drainage works within and for the Parish,

(ii) acquiring, constructing, improving and equipping parks, playgrounds, recreation centers and other recreational facilities, title to which shall be in the public, and (iii) paying the cost of issuance of the Bonds.

The Bonds are secured by a special ad valorem tax to be imposed and collected annually in excess of all other taxes on all the property subject to taxation within the territorial limits of the Issuer, under the Constitution and laws of Louisiana, sufficient in amount to pay the principal of the Bonds and the interest thereon as they severally mature.

Pursuant to the Bond Ordinance, the Bonds (a) shall be dated _____, 2017, (b) shall be issued as fully registered Bonds, one Bond per maturity, in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof, and (c) shall bear interest from the date thereof or from the most recent interest payment date to which interest has been paid or duly provided for, such interest to be payable on March 1 and September 1 of each year, commencing March 1, 2018, until paid, at the rates per annum set forth on, and shall be payable and mature in the principal amounts and on the dates set forth on, Exhibit A attached hereto. The Bonds shall be as further described in the Official Statement (as defined in Section 3 hereof).

The Issuer has appointed _____, in the City of _____, _____, as paying agent and registrar for the Bonds (such capacity collectively and respectively, the "Paying Agent").

Section 2. (a) Bond Ordinance. Concurrently with the Issuer's acceptance hereof, the Issuer shall deliver to the Underwriter a true and correct copy of the Bond Ordinance.

(b) Public Offering. The Underwriter intends to make an initial bona fide public offering of all of the Bonds at prices not in excess of the public offering prices set forth on Exhibit A attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten business days prior to the Closing, the Underwriter agrees to furnish to Foley & Judell, L.L.P., Bond Counsel, a certificate acceptable to Bond Counsel (i) specifying the reoffering prices at which a substantial amount of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries) and (ii) certifying the accuracy of such reoffering prices (if lower than those set out in Exhibit A). The Underwriter acknowledges that Bond Counsel will rely on such representations in making its determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

Section 3. Official Statement. The Issuer has caused to be prepared a Preliminary Official Statement dated _____, 2017 (such Preliminary Official Statement, including the cover page, the summary statement and all appendices, exhibits, as and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Bonds being herein

referred to as the "*Preliminary Official Statement*"), which, pursuant to the Bond Ordinance, the Issuer has authorized to be circulated, and the Issuer consents, approves and ratifies the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Bonds. The Issuer hereby authorizes and approves the use and distribution by the Underwriter of an Official Statement relating to the Bonds substantially in the form of the Preliminary Official Statement, including the Appendices thereto, with only such changes therein or modifications thereof (including, without limitation, any changes in or modifications of any of the appendices, exhibits, reports or statements included therein or attached thereto) as shall have been accepted and approved by the Underwriter, which Official Statement shall have been approved by the Issuer pursuant to the Bond Ordinance and executed on behalf of the Issuer by the Parish President of the Issuer and Chairman and Clerk of Council of the Governing Authority (such Official Statement, including the cover page, the summary statement and all appendices, exhibits, reports and statements included therein or attached thereto, all information incorporated therein by reference, and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Bonds being herein called the "*Official Statement*"). The Issuer hereby consents to the use of copies of the Official Statement, the Bond Ordinance and other pertinent documents in connection with the offering and sale of the Bonds.

The Issuer agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The Issuer agrees to deliver such Official Statements within seven (7) business days after the execution of this Bond Purchase Agreement or prior to the Closing Date (as hereinafter defined), whichever comes first.

The Issuer by its approval of the execution and delivery of this Bond Purchase Agreement, covenants with the Underwriter that, if at any time prior to the earlier of (i) receipt of notice from the Underwriter that Official Statements are no longer required to be delivered under the Rule or (ii) the expiration of twenty-five (25) days from the "End of the Underwriting Period" (as defined in Section 8) or other such period of time necessary to enable the Underwriter to comply with the Rule, any event occurs affecting the Issuer or the transactions contemplated in connection with the issuance of the Bonds which could cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser,

not misleading. For the purposes of, and during the period of time provided by this paragraph, the Issuer will furnish such information as the Underwriter may from time to time reasonably request.

The Parish President of the Issuer, on behalf of the Issuer, covenants and agrees to execute a Continuing Disclosure Certificate (the "*Continuing Disclosure Certificate*") constituting an undertaking by the Issuer to provide ongoing disclosure about the Issuer for the benefit of the bondholders on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of the Rule, in the form set forth in Appendix G to the Preliminary Official Statement, which such changes as may be agreed to by the Underwriter.

The Issuer hereby represents that it has filed on a timely basis all annual filings and all event filings required to be filed by the Issuer pursuant to each continuing disclosure undertaking under the Rule to which it is a party.

The Issuer hereby agrees to enter into the Tax Compliance Certificate in the form required by Bond Counsel (the "*Tax Certificate*") on the Closing Date.

Section 4. Subject to the terms hereof, payment and delivery of the Bonds (the "*Closing*") shall take place at 10:00 a.m., prevailing New Orleans, Louisiana Time, on _____, 2017 (or such other time or Business Day as may be mutually agreed upon by the Underwriter and the Issuer in writing) (the "*Closing Date*") at the offices of Foley & Judell, L.L.P. in New Orleans, Louisiana (or such other place as may be mutually agreed upon by the Underwriter and the Issuer in writing). The Closing shall occur upon the due performance by the Issuer and the Underwriter of the following:

(a) The Issuer shall deliver to the Underwriter the instruments and documents required to be delivered at the Closing pursuant to Section 6 hereof;

(b) The definitive Bonds will be issued on the terms and in substantially the form and tenor provided in the Bond Ordinance. The Bonds will not be registered under the Securities Act of 1933, as amended (the "Securities Act") in reliance upon an exemption thereunder, and the Bond Ordinance will not be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") in reliance upon an exemption thereunder. The Bonds shall be delivered in fully registered form, with CUSIP numbers appropriately imprinted or typewritten thereon and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") as securities depository. One printed or typewritten Bond will be issued for each maturity date of the Bonds. Payment of the Purchase Price of the Bonds will be made upon delivery of the Bonds to DTC at the office of the Paying Agent on behalf of DTC, utilizing the DTC FAST system of registration, for the account of the Underwriter, which delivery of the Bonds shall occur at the Closing;

(c) The Underwriter will, upon satisfaction of the conditions in this Bond Purchase Agreement, pay the Purchase Price for the Bonds in lawful money

of the United States of America by federal wire transfer in same day funds as instructed by the Issuer.

Section 5. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is acting solely as a principals and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The Issuer hereby represents to, and covenants and agrees with, the Underwriter as follows:

(a) The Issuer is a body politic and a political subdivision of the State of Louisiana (the "*State*") duly created and existing under the laws of the State. The Issuer is authorized by the laws of the State, including the Act, to adopt the Bond Ordinance; to issue, sell and deliver the Bonds; to execute and deliver the Preliminary Official Statement and the Official Statement and to enter into and execute, deliver, and perform the Continuing Disclosure Certificate, the Tax Certificate and this Agreement. The Issuer has complied with all provisions of the Constitution and the laws of the State with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by the Official Statement, the Bond Ordinance, the Bonds, this Agreement, the Continuing Disclosure Certificate, the Tax Certificate, the Paying Agent Agreement and any and all other instruments or agreements to be entered into by the Issuer (collectively, the "*Documents*").

(b) The Issuer has duly authorized by all necessary action the approval of the Preliminary Official Statement and the Official Statement and its use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Parish President of the Issuer and the Chairman and Clerk of Council of the Governing Authority or other authorized official of the Issuer and the execution, delivery, and performance of this Agreement and other Documents to which it is a party, and no approval, authorization, consent, or other action by any governmental body (other than consents and approvals already obtained) is required in connection with the execution or performance by the Issuer of the same, and neither the execution nor the performance of any of the Documents to which it is a party shall conflict with, breach, or violate any legal or contractual requirements to which the Issuer is a party or by which the Issuer or the property of the Issuer may be subject or bound. On and as of the Closing Date, each of the

Documents to which it is a party, when executed by the other parties thereto at or before the Closing Date, shall have been duly and validly executed and delivered by the Issuer, shall be in full force and effect as to the Issuer, and shall constitute the legal, valid, binding, and enforceable obligation of the Issuer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and by the application of the general principles of equity.

(c) On and as of the Closing Date, all authorizations, consents and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency or other instrumentality or court required to be obtained, given or taken on behalf of the Issuer in connection with the execution, delivery and performance by the Issuer of the Documents shall have been obtained, given or taken and shall be in full force and effect. Notwithstanding the foregoing, the Issuer makes no representation herein with respect to compliance with the securities or "Blue Sky" laws of the various jurisdictions of the United States of America.

(d) When issued, delivered and paid for, as herein provided, the Bonds shall be duly authorized, executed, issued and delivered and shall constitute valid and binding obligations of the Issuer for the payment thereof as therein provided and shall evidence the valid limited and special obligation indebtedness of the Issuer, enforceable in accordance with their terms and the terms of the Bond Ordinance, except that the binding effect and enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws in effect from time to time affecting the rights of creditors generally, moratorium, or other laws in effect from time to time affecting the rights of creditors generally.

(e) There are no legal or governmental actions, proceedings, inquiries or investigations before or by any court, public board or body pending or, to the actual knowledge of the Issuer, threatened against or affecting the Issuer, or to which the Issuer is a party, or of which any property of the Issuer is subject, which, if determined adversely to the Issuer would individually or in the aggregate (a) have a material adverse effect on the financial position or results of the operations of the Issuer, considered as a whole, (b) materially and adversely affect the validity or the enforceability of the collection of the Tax or the Bond Ordinance, or (c) otherwise materially or adversely affect the ability of the Issuer to comply with its obligations under the Bond Ordinance.

(f) To the actual knowledge of the Issuer, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State nor has any decision been rendered by any court of competent jurisdiction in the State, which would materially and adversely affect the transactions contemplated by the Official Statement, or which might result in any material adverse change in the operations, properties, assets, liabilities, or condition (financial or other) of the Issuer, or which affects the information contained in the Official Statement.

(g) The Official Statement (as amended or supplemented with the approval of the Underwriter, if the Official Statement shall have been so amended

or supplemented) is as of the date hereof, and shall be as of the Closing Date true, correct and complete and does not and shall not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(h) Subsequent to the dates as of which information is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, (1) there has not been and shall not have been any increase in the long-term debt of the Issuer, and (2) there shall not have been any material adverse change in the business or the financial position or results of operations of the Issuer subsequent to the date of the Official Statement.

(i) The Issuer shall not knowingly take or omit to take any action, which action or omission shall in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Bond Ordinance and the Tax Compliance Certificate or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(j) The Issuer acknowledges and agrees that these representations and covenants are made to induce the Underwriter to purchase the Bonds, and such representations and covenants and any other representations and covenants made by the Issuer to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds, and maybe relied upon by such purchasers.

(k) Any certificate signed by any authorized officials of the Issuer and delivered to the Underwriter shall be deemed a representation and covenant by the Issuer to the Underwriter under this Agreement as to the statements made therein.

(l) Except as disclosed in the Official Statement, to the actual knowledge of the Issuer, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Issuer, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection and receipt of revenues of the Tax pledged to the payment of the Bonds or contesting or affecting, as to the Issuer, the validity or enforceability in any respect of the Bonds or contesting the powers of the Issuer, or its authority for the issuance of the Bonds or the adoption of the Bond Ordinance.

Section 6. The obligations of the Underwriter under this Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the Issuer of its obligations and agreements to be performed hereunder and to the accuracy of and compliance with the representations, covenants and agreements of the Issuer contained herein and in all Documents and closing certificates, in each case on and as of the date of execution and delivery of this Agreement and on and as of the Closing Date. The obligations of the Underwriter hereunder with respect to the Closing also are subject to the following further conditions:

(a) At the time of the Closing, (i) the Documents shall be in full force

and effect and shall not have been rescinded, amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the Issuer shall have adopted, executed and delivered, and there shall be in full force and effect, such additional resolutions, agreements, opinions and certificates, each of which shall be satisfactory in form and substance to the Underwriter, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action as shall, in the opinion of the Underwriter, be necessary in connection with the transactions contemplated hereby, (ii) the Bonds shall have been duly authorized, executed, authenticated and delivered, and (iii) the Issuer shall perform or have performed all of its obligations under or specified in the Documents, respectively, to be performed at or prior to the Closing and the Underwriter shall have received evidence, in appropriate form, of such action;

(b) At the Closing, the Underwriter shall receive the following, in form and substance satisfactory to the Underwriter:

(1) The approving opinion of Bond Counsel, dated the date of Closing, relating to, among other things, the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in form satisfactory to the Underwriter.

(2) Certified copies of all proceedings of the Issuer relating to the election held in the Parish on December 10, 2016 and the authorization and issuance of the Bonds;

(3) A certificate of the Parish President and Clerk of Council of the Governing Authority or other duly authorized officer of the Issuer, dated as of the Closing Date, in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations and covenants of the Issuer herein and in the Documents are true and correct in all material respects as of the Closing Date, (b) all obligations required under or specified in this Agreement, the Official Statement and the other Documents to be performed by the Issuer on or prior to the Closing Date have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Documents to which the Issuer is a party which are to have been performed and complied with by the Closing Date, and (d) the Documents and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated thereby and the compliance by the Issuer with the provisions thereof, the issuance of the Bonds will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;

(4) Evidence that Form 8038-G has been or shall be filed with

the Internal Revenue Service with respect to the Bonds;

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

(6) Such additional legal opinions, consents, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer herein and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

(c) At the Closing, the Underwriter shall further receive the following documents, each in form and substance satisfactory to the Underwriter and its counsel:

(i) the Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed by a duly authorized officer of the Issuer;

(ii) executed copies of each of the Documents;

(iii) evidence satisfactory to the Underwriter that the Bonds have received a rating of “_____” from Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”); provided, however, the Underwriter, in its sole discretion, may waive this requirement as a precondition to Closing;

(iv) a certificate, satisfactory in form and substance to the Underwriter, of one or more duly authorized officers of the Paying Agent, dated the Closing Date, as to the due acceptance of its duties pursuant to the Ordinance by the Paying Agent and the due authentication and delivery of the Bonds by the Paying Agent under the Bond Ordinance; and

(v) a form of Specimen Bond.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to be satisfied by it pursuant to this Agreement, this Agreement shall terminate with the effect stated in **Section 7** hereof.

Section 7. The Underwriter shall have the right to terminate the obligations of the Underwriter under this Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the Issuer in writing of their election to do so, if after the acceptance of this Agreement by the Issuer and prior to the Closing:

(i) the market price of the Bonds or the marketability of the Bonds shall (in the reasonable judgment of the Underwriter) have been materially adversely affected by reason of the fact that between the date of this Agreement and the Closing,

(A) (1) an amendment to the Constitution of the United States or to the Constitution of the State of Louisiana, shall have been adopted, or

(2) legislation shall have been enacted by the Congress or by the Legislature, recommended to the Congress for passage by the President of the United States (the "*President*") or the Legislature by the Governor of the State of Louisiana (the "*State*"), or introduced, amended, modified or favorably reported for passage to either House of the Congress or of the Legislature by any Committee to which such legislation has been referred for consideration or by a conference committee of both Houses of the Congress; or any statement or report in respect of legislation previously introduced, re-introduced, amended, modified, or favorably reported or recommended for passage shall have been made or reported to have been made by the President, any member of the Cabinet or his representative, or any agency of the Federal government, or any member or members of either House of the Congress or the members or staff of any Committee of either House of the Congress or a conference committee of both Houses of the Congress, or

(3) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, or any other Federal or State court, or an order, ruling or regulation (final, temporary or proposed) shall have been made by the Treasury Department of the United States or the Internal Revenue Service or by any other Federal or State agency affecting the tax status of the State or its obligations for borrowed money (including the Bonds) or the interest thereon (including any such event with the purpose or effect, directly or indirectly, of imposing Federal income taxation upon such interest as would be received by the holders of the Bonds); or

(B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission (the "*SEC*") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act; or

(C) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or

proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Act, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(ii) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the reasonable judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(iv) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the SEC or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of the Underwriter or broker-dealers such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(v) a general banking moratorium shall have been declared by federal, New York or Louisiana authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the reasonable judgment of the Underwriter,

impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions provided in this Agreement, shall be prohibited by any applicable law or governmental regulation or order of any court (other than by reason of the Underwriter's failure to comply with any applicable state blue sky or securities law); or

(vii) any litigation or proceeding shall be pending or threatened which questions the validity or enforceability of the Bonds, or seeks to enjoin the issuance and/or delivery of the Bonds by the Issuer and Bond Counsel is not able to deliver an unqualified opinion that the Bonds are valid enforceable obligations of the State and that the litigation or proceedings have no merit; or

(viii) trading in the Issuer's outstanding debt shall have been suspended by the SEC or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange; or

(ix) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in municipal obligations generally by any governmental authority or by any national securities exchange; or

(x) the financial markets of the United States of America shall have encountered a significant disruption in such a manner as to make it, in the reasonable judgment of the Underwriter, impracticable to deliver the Bonds; or

(xi) between the date of this Agreement and the Closing Date, the Issuer shall have issued any bonds, notes or other evidences of indebtedness that caused any adverse change of a material nature in the financial position of the Issuer or in its results or operations, or shall have suffered any other adverse change of a material nature in the financial position of the Issuer or in its results or operations; or

(xii) any amendment to the Official Statement is proposed by the Issuer or deemed necessary by the Underwriter pursuant to Section 3 hereof which, in the reasonable judgment of the Underwriter, materially and adversely affects the marketability of the Bonds or the sale, at the contemplated offering price, by the Underwriter of the Bonds to be purchased thereby; or

(xiii) pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Ordinance, this Agreement or any of the other Documents or contesting in any way the proceedings of the Issuer taken with respect thereto, or contesting in any way the due existence or powers of the Issuer or the title of any of the members of the

Issuer to their offices, unless the Underwriter shall have received a certificate of the Parish President of the Issuer and an opinion of Bond Counsel (in each case satisfactory to the Underwriter and its counsel) to the effect that the likelihood that any such litigation would have a material adverse effect on the Issuer or would materially impair the ability of the Issuer to perform its obligations as contemplated by the Bond Ordinance and this Agreement, is remote; or

(xiv) the rating of any of the Bonds shall have been downgraded from “_____” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”) after the date hereof, the effect of which, in the reasonable judgment of the Underwriter, is to affect materially and adversely the market prices of the Bonds; or

(xv) any material proceeding shall be pending or threatened by the SEC against the Issuer; or

(xvi) the President of the United States of America, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or other governmental body, department or agency of the United States of America shall take any action or implement or propose regulations or rulings which, in the reasonable judgment of the Underwriter, materially adversely affects the market price of the Bonds or causes the Official Statement to be misleading in any material respect; or

(xvii) the marketability of the Bonds or the market price thereof, in the reasonable judgment of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or

(xviii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by S&P.

Section 8. For purposes of this Agreement, the “End of the Underwriting Period” for the Bonds shall mean the date on which the End of the Underwriting Period for the Bonds has occurred under the Rule. Unless the Underwriter otherwise provides written notice to the Issuer, the End of the Underwriting Period shall occur on the date of Closing.

The Issuer may request from the Underwriter from time to time, and the Underwriter shall provide to the Issuer upon such request, such information as may be reasonably required in order to determine whether the End of the Underwriting Period for the Bonds has occurred under the Rule with respect to the unsold balances of Bonds that were originally sold to the Underwriter for resale to the public and which are held by the Underwriter for resale to the public.

If, in the opinion of the Underwriter, for purposes of the Rule, the Underwriter does not retain for sale to the public any unsold balance of Bonds originally sold to the

Underwriter pursuant to this Agreement, the Underwriter shall promptly notify the Issuer in writing that, in its opinion, the End of the Underwriting Period for the Bonds under the Rule has occurred on a date which shall be set forth in such notification.

Section 9. (a) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; the cost of the preparation of the printed Bonds; any rating agency fees; reimbursement of the Underwriter for meals and travel, if any, of the Issuer paid for by the Underwriter; the fees and expenses of Bond Counsel, any Financial Advisor, the Paying Agent and any other experts or consultants retained by the Issuer.

(b) The Underwriter shall pay all advertising expenses and direct selling expenses in connection with the public offering of the Bonds; the cost of preparing and printing the blue sky and legal investment memoranda, if any; filing fees in connection with the aforesaid blue sky and legal investment memoranda; and all other expenses incurred by the Underwriter (including fees and costs of its counsel, and the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with their public offering.

Section 10. (a) To the extent permitted by applicable laws, Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the statements contained in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading.

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

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

Section 11. (a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and mailed, delivered or faxed and confirmed by hard copy to the Issuer at the address set forth on the first page hereof, and to the Underwriter at the following address:

Stifel, Nicolaus & Company, Inc.,
400 Convention Street, 9th Floor
Baton Rouge, Louisiana 70802

Such addresses may be changed by notice hereunder.

(b) This Agreement shall inure to the benefit of and be binding upon the Issuer and the Underwriter and their successors and assigns, and shall not confer any rights upon any other person, partnership, association or corporation other than persons, if any, controlling the Issuer or the Underwriter within the meaning of the Securities Act or the Exchange Act. The terms "*successors*" and "*assigns*" shall not include any purchaser of any of the Bonds from the Underwriter merely because of such purchase.

(c) All of the findings, representations and covenants of the Issuer and the Underwriter in this Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriter or the Issuer, (ii) delivery of and any payment for the Bonds hereunder, or (iii) termination or cancellation of this Agreement.

(d) Section and paragraph headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(e) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(f) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement shall become effective upon execution of the acceptance hereof by the below specified officers of each party hereto, and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INC. OF
BATON ROUGE, LOUISIANA

By: _____
Name: _____
Title: _____

**Accepted and Agreed to as of the Date First
Above Written:**

PARISH OF ST. MARTIN, STATE OF
LOUISIANA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
To Bond Purchase Agreement

AMOUNTS, MATURITIES AND INTEREST RATES
\$15,000,000
GENERAL OBLIGATION BONDS, SERIES 2017
PARISH OF ST. MARTIN, STATE OF LOUISIANA

Par Amount of Bonds:	\$15,000,000
Less: Underwriter's Discount:	(\$ _____)
Plus: Reoffering Price (Net)	\$ _____
PURCHASE PRICE	\$15,000,000

MATURITY SCHEDULE

<u>DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>	<u>PRICE</u>
2018	_____	____%	\$ _____
2019	_____	____%	\$ _____
2020	_____	____%	\$ _____
2021	_____	____%	\$ _____
2022	_____	____%	\$ _____
2023	_____	____%	\$ _____
2024	_____	____%	\$ _____
2025	_____	____%	\$ _____
2026	_____	____%	\$ _____
2027	_____	____%	\$ _____
2028	_____	____%	\$ _____
2029	_____	____%	\$ _____
2030	_____	____%	\$ _____
2031	_____	____%	\$ _____
2032	_____	____%	\$ _____
2033	_____	____%	\$ _____
2034	_____	____%	\$ _____
2035	_____	____%	\$ _____
2036	_____	____%	\$ _____
2037	_____	____%	\$ _____

* Priced to the first par call date of March 1, 20__.

Optional Redemption Provisions. The Bonds maturing on March 1, 2028, and thereafter, shall be callable for redemption at the option of the Issuer in full or in part at any time on or after March 1, 2027 at the principal amount thereof plus accrued interest thereon from the most recent Interest Payment Date to which interest has been paid or duly provided for.

STATE OF LOUISIANA

PARISH OF ST. MARTIN

I, the undersigned Clerk of the Parish Council of the Parish of St. Martin, State of Louisiana (the "Governing Authority"), the Governing Authority of the Parish of St. Martin, State of Louisiana, do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by said Governing Authority on April 4, 2017, authorizing the incurring of debt and issuance of Fifteen Million Dollars (\$15,000,000) of General Obligation Bonds, Series 2017, of the Parish of St. Martin, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 4th day of April, 2017.

Clerk of Council

A motion was made by Byron Fuselier and seconded by Jill Hebert that the following ordinance be adopted:

ORDINANCE NO. 17-04-1172-OR

An ordinance abolishing Sub-Road District No. 3 of Road District No. 1 of the Parish of St. Martin, State of Louisiana, in accordance with and as authorized by Section 577 of Title 48 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection therewith.

WHEREAS, pursuant to Section 577 of Title 48 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), the St. Martin Parish Council (the "Parish Council") adopted a resolution on February 7, 2017, declaring its intention to abolish Sub-Road District No. 3 of Road District No. 1 of the Parish of St. Martin, State of Louisiana (the "District") and fixing a date for a public hearing thereon; and

WHEREAS, there has been published once a week for four successive weeks in the *Teche News*, the official journal of the District and the Parish Council (the "Official Journal"), a notice in the form attached hereto as Exhibit A, declaring the intention of the Parish Council to abolish the District and the date of public hearing; and

WHEREAS, there has been published one time in the Official Journal a notice in the form attached hereto as Exhibit B informing citizens of the District of the date of consideration of this ordinance; and

WHEREAS, the public hearing required by the Act was had on this date;

NOW, THEREFORE, BE IT ORDAINED by the St. Martin Parish Council (the "Governing Authority"), acting as the governing authority of Sub-Road District No. 3 of Road District No. 1 of the Parish of St. Martin, State of Louisiana (the "District") that:

SECTION 1. The District is hereby abolished in its entirety, and the ordinance creating the district is hereby repealed.

SECTION 2. Any ad valorem tax proceeds, funds and assets remaining with the District shall, upon abolition of the District, transfer to the General Fund of the Parish to be used solely for the purposes for which such tax was dedicated or which such funds and assets may lawfully be used.

SECTION 3. The Chairman and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. If any provision of this Ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance

shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

SECTION 6. This Ordinance shall be effective immediately.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

And the Ordinance was declared adopted this 4th day of April, 2017.

* * * * *

/s/ Laci Laperouse
Clerk

/s/ Guy Cormier
President

EXHIBIT A

EXHIBIT B

10

11

STATE OF LOUISIANA

PARISH OF ST. MARTIN

I, the undersigned Clerk of the St. Martin Parish Council (the "Parish Council") do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance introduced on March 7, 2017 and laid over for adoption on April 4, 2017 by the Parish Council, acting as the governing authority of Sub-Road District No. 3 of Road District No. 1 of the Parish of St. Martin, State of Louisiana, abolishing Sub-Road District No. 3 of Road District No. 1 of the Parish of St. Martin, State of Louisiana, in accordance with and as authorized by Section 577 of Title 48 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 4th day of April, 2017.

Clerk

A motion was made by Neil Thibodeaux and seconded by Albert Menard that the following ordinance be adopted:

ORDINANCE NO. 17-04-1173-OR

AN ORDINANCE TO AMEND CHAPTER 20 OF ARTICLE I OF THE ST. MARTIN PARISH CODE OF ORDINANCES BY THE REPEAL, AMENDMENT, REVISION, ENACTMENT, AND/OR RE-ENACTMENT OF SECTION 20-4 OF SAID CHAPTER 20 OF ARTICLE I, ALL RELATIVE TO THE IMPOSITION OF EMERGENCY SERVICE CHARGES FOR TELECOMMUNICATIONS.

WHEREAS, the St. Martin Parish E-911 Communications District ("District"), acting through its Board of Commissioners, previously imposed a service charge at a flat rate relative to fixed location wire line service subscribers; and

WHEREAS, the aforesaid service charge is necessary in order for the District to continue to operate, efficiently and effectively, an emergency 911 system; and

WHEREAS, there has been a significant reduction in the number of wire line service subscribers because of the proliferation of the use of mobile devices; and

WHEREAS, one of the consequences of the loss of wire line service subscribers has been a significant loss of revenue, thus prompting the District to consider alternative and innovative methods of funding its operations; and

WHEREAS, recent legislative changes permit the charging of a percentage of the tariff rate imposed by providers as a service charge; and

WHEREAS, AT&T Louisiana has confirmed that, effective January 1, 2016, the tariff rate for St. Martin Parish subscribers shall be \$21.28 per month for residential users and \$114.00 per month for commercial consumers; and

WHEREAS, Act Number 665 of the 2016 Regular Session of the Louisiana Legislature authorizes an E-911 communications district to levy a monthly charge of \$1.25 per commercial mobile radio service ("CMRS") device which has a billing address within its jurisdiction; and

WHEREAS, on September 12, 2016, the Board of Commissioners of the District adopted Resolution Numbers 2016-2 and 2016-3 availing itself of the authority granted by the aforesaid legislation to increase the aforescribed service charges; and

WHEREAS, the St. Martin Parish Council acknowledges the need for additional revenue sources to fund the District so that state of the art and effective and efficient emergency communications services are available to the citizens of St. Martin Parish; and

WHEREAS, the St. Martin Parish Council therefore adopts and embraces the actions of the District as set forth herein and as reflected in Resolution Numbers 2016-2 and 2016-3 adopted by the District, together with the letter of February 2, 2017:

BE IT THEREFORE ORDAINED by the St. Martin Parish Council of St. Martin Parish, Louisiana, duly convened in regular session on the 4th day of April, 2017, that:

Chapter 20 of Article I of the Code of Ordinances for St. Martin Parish, Louisiana, be and is hereby amended by the repeal, revision, enactment, and/or re-enactment of Section 20-4 thereof as follows:

Section 20-4. Emergency Telecommunications Service Charges.

In accordance with La.R.S. 33:9101, *et seq*, there is hereby imposed within the boundaries of the Parish Communications District the following emergency telephone service charges:

A. *Residential Use of Fixed Location Wire Lines.* The amount of \$1.06 per access line relative to residential service users of fixed location wire lines at an address within the boundaries of St. Martin Parish, Louisiana, which charge is equal to 5% of the current tariff based rate of \$21.28 per month.

B. *Commercial Use of Fixed Location Wire Lines.* The amount of \$2.50 per access line relative to commercial or business service users of fixed location wire lines at an address within the boundaries of St. Martin Parish, Louisiana, which charge is equal to 2.19% of the current tariff based rate of \$114.00 per month.

C. *Commercial Mobile Radio Service Devices.* The amount of \$1.25 per wireless commercial mobile radio service ("CMRS") connection/device which has a billing address within St. Martin Parish. In the absence of a billing address, the service charge shall be levied against each CMRS connection/device for which the primary use is within St. Martin Parish. The term "commercial mobile radio service" shall be ascribed the definition set forth in La. R.S. 33:9109.

D. *Residential Voice Over Internet Protocol.* The amount of \$1.06 per access line per month relative to residential service users of interconnected voice over internet protocol at an address within the boundaries of St. Martin Parish, Louisiana, which charge is equal to 5% of the current tariff based rate.

E. *Commercial Voice Over Internet Protocol.* The amount of \$2.50 per access line per month relative to commercial service users of interconnected voice over internet protocol at an address within the boundaries of St. Martin Parish, Louisiana, which charge is equal to 2.19% of the current tariff based rate.

F. *Effective Dates.* The effective date of this Ordinance shall be January 1, 2017. In order to carry out the intent of this Ordinance, the St. Martin Parish E-911 Communications District is authorized to issue any necessary credits to any affected service providers as a result of the passage of this Ordinance and Ordinance Number 16-11-1162-OR.

BE IT FURTHER ORDAINED by the St. Martin Parish Council that the provisions of this ordinance are hereby declared to be severable, and if any provision, word, phrase, or clause of this ordinance, or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the validity of the remaining portions thereof which can be afforded efficacy without the invalid provision or application.

BE IT FURTHER ORDAINED that this ordinance shall become effective on the date signed by the Parish President, as provided by Section 2-12 of the Home Rule Charter of St. Martin Parish, Louisiana.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

And the Ordinance was declared adopted this 4th day of April, 2017.

* * * * *

A motion was made by Albert Menard and seconded by Jill Hebert that the following ordinance be adopted:

ORDINANCE NO. 17-04-1174-OR

AN ORDINANCE PROPOSING THE REPEAL OF SUBSECTION E OF SECTION 2-01 OF THE ST. MARTIN PARISH HOME RULE CHARTER AND TO CALL FOR AN ELECTION ON SAID ISSUE AS PROVIDED FOR IN SECTION 7-01 OF THE ST. MARTIN PARISH HOME RULE CHARTER.

BE IT ORDAINED by the ST. MARTIN PARISH COUNCIL, State of Louisiana (the "Governing Authority"), acting as the Governing Authority of the Parish of St. Martin, State of Louisiana (the "Parish"), that:

SECTION 1. Proposed Amendment. There shall be submitted to all registered voters of the Parish qualified and entitled to vote the following proposed amendment to the St. Martin Parish Home Rule Charter:

CHARTER AMENDMENT PROPOSITION

Shall Subsection E of Section 2-01 of the St. Martin Parish Home Rule Charter be repealed in its entirety?

SECTION 2. Election. This Governing Authority shall adopt a resolution ordering a special election in the Parish with respect to the aforesaid proposed amendment in accordance with Article VI, Sections 5 and 22 of the Constitution of the State of Louisiana of 1974, the applicable provisions of Chapter 5 and Chapter 6-A of the Louisiana Election Code, and other constitutional and statutory authority.

SECTION 3. This Ordinance shall become effective immediately upon adoption by the St. Martin Parish Council and approval by the Parish President in accordance with Section 2-13 of the St. Martin Parish Home Rule Charter.

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

YEAS: Lisa Nelson, Jill Hebert and Albert Menard.

NAYS: Byron Fuselier, Neil Thibodeaux, Chris Tauzin, Dean LeBlanc and
Daniel Richard, Jr.

ABSTAIN: None.

ABSENT: None.

And the Ordinance was declared **denied** this 4th day of April, 2017.

* * * * *

A motion was made by Chris Tauzin and seconded by Albert Menard that the following resolution be adopted:

RESOLUTION NO. 17-038-RS

WHEREAS, St. Martin Parish Government wishes to address the urgency of mosquito control in St. Martin Parish as a result of the potential of West Nile Virus and other diseases transmitted by mosquitoes; and

WHEREAS, St. Martin Parish Government wishes to immediately address the need for encephalitis surveillance; and

WHEREAS, Cajun Mosquito Control, L.L.C. has the experience and expertise needed in encephalitis surveillance.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby authorize, direct, and empower Parish President Guy Cormier to enter into a contract with Cajun Mosquito Control, L.L.C., for a comprehensive encephalitis surveillance program for St. Martin Parish.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

* * * * *

A motion was made by Dean LeBlanc and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-039-RS

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant; and

WHEREAS, counties move America forward by providing health care, administering justice, keeping communities safe, creating economic opportunities and much more; and

WHEREAS, St. Martin Parish and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties President Bryan Desloge's "Brilliant Ideas at Work" initiative, NACo is encouraging counties to focus on the most innovative programs and services that strengthen communities; and

WHEREAS, in order to remain healthy, vibrant and safe, America's counties provide public health, justice, safety, infrastructure, transportation, technology, environmental stewardship and economic services that play a key role in everything from residents' daily commutes to emergency response; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council, in Regular Session convened this 4th day of April, 2017, does hereby proclaim the month of April 2017 as

NATIONAL COUNTY GOVERNMENT MONTH

and encourage all county/parish officials, employees, schools and residents to participate in county government celebration activities.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

* * * * *

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-040-RS

WHEREAS, St. Martin Parish Government wishes to hire Mr. Russell Cormier (an independent contractor) for the duties related to the opening and closing for events scheduled at the Cade Community Center at 1688 Smede Highway, St. Martinville, Louisiana, and that he will work on as needed basis; and

WHEREAS, Mr. Russell Cormier's biannual contract is effective April 6, 2017, and will expire on April 5, 2019.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby approve and authorize Parish President Guy Cormier to execute a contract in behalf of the St. Martin Parish Government with Mr. Russell Cormier.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

* * * * *

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-041-RS

WHEREAS, St. Martin Parish Government wishes to hire Mr. Henry Pickney (an independent contractor) for the duties related to the opening and closing for events scheduled at the Cade Community Center at 1688 Smede Highway, St. Martinville, Louisiana, and that he will work on as needed basis; and

WHEREAS, Mr. Henry Pickney's biannual contract is effective April 6, 2017, and will expire on April 5, 2019.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby approve and authorize Parish President Guy Cormier to execute a contract in behalf of the St. Martin Parish Government with Mr. Henry Pickney.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

A motion was made by Jill Hebert and seconded by Dean LeBlanc that the following resolution be adopted:

RESOLUTION NO. 17-042-RS

WHEREAS, libraries provide free access to all– from books and online resources for families to library business centers that help support entrepreneurship and retraining; and

WHEREAS, our nation’s school, academic, public and special libraries make a difference in the lives of millions of Americans today, more than ever; and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

WHEREAS, libraries are helping level the playing field for job seekers, with 88% of public libraries providing access to job databases and other online resources; and

WHEREAS, libraries are places of opportunity providing programs that teach all forms of literacy, promoting continuing education and encouraging lifelong learning; and

WHEREAS, in times of economic hardship, Americans turn to – and depend on – their libraries and librarians; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council, in Regular Session convened this 4th day of April, 2017, does hereby proclaim the week of April 9-15, 2017, as

NATIONAL LIBRARY WEEK

in St. Martin Parish, Louisiana, and does hereby encourage all residents to visit the library this week to take advantage of the wonderful library resources available at your library.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

A motion was made by Byron Fuselier and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-043-RS

WHEREAS, the strength of our nation flows from the promise of individual equality and freedom of choice; and

WHEREAS, the Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists. This law guarantees each citizen the critical, personal element of freedom of choice – selection of a home; and

WHEREAS, a fair housing law has been passed by the State of Louisiana, and implementation of that law requires the positive commitment, involvement, and support of each of our citizens; and

WHEREAS, the departments and agencies of the St. Martin Parish Government are to provide leadership in an effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen to freely choose a home, will ultimately diminish the rights and limit the options of all.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council, in Regular Session convened this 4th day of April, 2017, does hereby proclaim the month of April 2017 as

FAIR HOUSING MONTH

in St. Martin Parish, Louisiana, and does hereby encourage all citizens to abide by the letter and spirit of the Fair Housing Law, and ask the citizens of this Parish to join in reaffirming the obligation and commitment to fair housing opportunities for all.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

A motion was made by Albert Menard and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-044-RS

WHEREAS, vacancies exist on the St. Martin Parish Recreation Steering Committee for District 4 and District 7; and

WHEREAS, Mr. Rodney Potier has been recommended to fill the unexpired term of a member who served on the St. Martin Parish Recreation Steering Committee, representing District 4; and

WHEREAS, Ms. Missy Hypolite has been recommended to fill the vacancy of a member who served on the St. Martin Parish Recreation Steering Committee, representing District 7.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby appoint Mr. Rodney Potier, whose term will expire on May 4, 2020, and Ms. Missy Hypolite for a five (5) year term expiring on April 4, 2022, to serve as board members on the St. Martin Parish Recreation Steering Committee.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

A motion was made by Chris Tauzin and seconded by Dean LeBlanc that the following resolution be adopted:

RESOLUTION NO. 17-045-RS

WHEREAS, the St. Martin Parish Council regrettfully accepted the resignation of Shane Doucet as a member of the St. Martin Parish Board of Waterworks Commissioners District No. 4; and

WHEREAS, Mr. Gary Carter, Sr. has been recommended to fill the unexpired term of the St. Martin Parish Board of Waterworks Commissioners District No. 4 created by Mr. Doucet's resignation.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby appoint Mr. Gary Carter, Sr., whose term will expire on June 6, 2018, to serve as a member on the St. Martin Parish Board of Waterworks Commissioners District No. 4.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

After a lengthy discussion amongst Council Members and Legal Counsel Andrew Shealy it was determined that an amendment to Resolution Summary No. 046-RS be added. Council Member Neil Thibodeaux requested a substitute motion to add some language within the resolution to allow the contractors and/or homeowners to excavate and use the dirt for that certain property. Legal Counsel Andrew Shealy added the following language to satisfy the concerns brought to the table: "WHEREAS, nothing contained herein, to the contrary, shall prohibit any landowner from digging or moving dirt from their own property, to remain on their own property, for use on their own property, within twenty-five feet (25') from any adjacent property line." Also amended, was to change the moratorium expiration from December 31, 2017, to August 31, 2017.

A substitute motion was made by Neil Thibodeaux and seconded by Dean LeBlanc that the following resolution be adopted, as amended:

RESOLUTION NO. 17-046-RS

A RESOLUTION IMPLEMENTING A TEMPORARY MORATORIUM ON THE DEVELOPMENT, CONSTRUCTION AND OPERATION OF BORROW PITS IN ST. MARTIN PARISH, LOUISIANA; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the development and construction of borrow pits create unique planning and zoning issues; and

WHEREAS, the development, construction and operation of borrow pits often subject the public roads located in the vicinity of such borrow pits to repetitive and excessive load weights which cause damage to such roads; and

WHEREAS, the current methods and plans for the development, construction and operation of borrow pits do not adequately insure that the siting of such borrow pits are harmonious with the surrounding residential uses and preserve the general character and integrity of the various residential areas of the parish; and

WHEREAS, the current methods and plans for the development, construction and operation of borrow pits do not adequately insure that the public roads located in the vicinity of such borrow pits do not sustain damage as a result of being subjected to repetitive and excessive load weights; and

WHEREAS, there are often little, if any, requirements for continued maintenance and upkeep of closed or abandoned borrow pits to reduce their impact upon neighboring property values; and

WHEREAS, each of the issues set forth above relate to the health, safety and welfare of the citizens of St. Martin Parish; and

WHEREAS, the implementation of a temporary moratorium on the development, construction and operation of borrow pits will allow the St. Martin Parish Council to prepare, consider and adopt a comprehensive ordinance to ensure that the construction, development and operation of borrow pits are governed by rules and regulations that take into consideration the unique planning and zoning issues of such development and adequately address the health, safety and welfare concerns of the citizens of St. Martin Parish; and

WHEREAS, nothing contained herein, to the contrary, shall prohibit any landowner from digging or moving dirt from their own property, to remain on their own property, for use on their own property, within twenty-five feet (25') from any adjacent property line.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby implement a temporary moratorium on the development, construction and operation of borrow pits in St. Martin Parish.

BE IT FURTHER RESOLVED that this moratorium on the development, construction and operation of borrow pits shall expire on August 31, 2017.

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

YEAS: Byron Fuselier, Lisa Nelson, Neil Thibodeaux, Jill Hebert, Dean LeBlanc
and Daniel Richard, Jr.
NAYS: Chris Tauzin and Albert Menard.
ABSTAIN: None.
ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

* * * * *

A motion was made by Daniel Richard, Jr. and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-047-RS

A RESOLUTION APPROVING THE RECOMMENDATION OF THE STEERING COMMITTEE OF THE FIRE SERVICE DISTRICT OF ST. MARTIN PARISH, LOUISIANA, PROVIDING THAT THE ARNAUDVILLE VOLUNTEER FIRE DEPARTMENT NO LONGER BE DIVIDED INTO TWO SUB-ZONES BUT SHALL INSTEAD COMPRISE ONLY ONE ZONE; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 8-17(c) of the Code of Ordinances for St. Martin Parish, Louisiana, allows for the division of the primary areas of operation of each volunteer fire department within the Fire Service District of St. Martin Parish, Louisiana, into sub-zones when and if deemed necessary by the Steering Committee for the said Fire Service District; and

WHEREAS, Section 8-17(c) of the Code of Ordinances for St. Martin Parish, Louisiana, was necessary in order for the various volunteer fire departments within St. Martin Parish, Louisiana, to secure and/or maintain the most favorable fire insurance ratings by the Property Insurance Association of Louisiana; and

WHEREAS, the Steering Committee for the St. Martin Parish Fire Service District had previously divided into two (2) sub-zones the primary operating areas for the Breaux Bridge Volunteer Fire Department, the Evangeline Volunteer Fire Department, and the Arnaudville Volunteer Fire Department, all in accordance with Section 8-17(c) of the Code of Ordinances for St. Martin Parish, Louisiana; and

WHEREAS, the Steering Committee of the Fire Service District recently recommended that the primary operating areas for both the Breaux Bridge Volunteer Fire Department and the Evangeline Volunteer Fire Department continue to be divided into two (2) sub-zones but that the Arnaudville Volunteer Fire Department no longer be divided into two (2) sub-zones but shall instead comprise only one (1) zone.

NOW, THEREFORE, BE IT RESOLVED that the resolution adopted by the Steering Committee of the Fire Service District on the 1st day of April, 2017, a replica of which is attached, and which continues to divide the primary areas of operation for both the Breaux Bridge Volunteer

Fire Department and the Evangeline Volunteer Fire Department into two (2) sub-zones and that the Arnaudville Volunteer Fire Department no longer be divided into two (2) sub-zones but shall instead comprise only one (1) zone, is hereby formally and officially approved, confirmed, and ratified, all as required by Section 8-17(c) of the Code of Ordinances for St. Martin Parish, Louisiana.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

A motion was made by Jill Hebert and seconded by Dean LeBlanc that the following resolution be adopted:

RESOLUTION NO. 17-048-RS

WHEREAS, the St. Martin Parish Government has made an official call for bids for the St. Martin Parish Road Project, St. Martin Parish, Louisiana; and

WHEREAS, in accordance with the advertisement, sealed bids were opened March 28, 2017, and four (4) complete bid packets were received for said project; and

WHEREAS, the bids were taken under advisement and have been analyzed by Professional Engineering & Surveying Co., Inc. (PENSCO); and

WHEREAS, Professional Engineering & Surveying Co., Inc. (PENSCO) has recommended, in writing, the low bidder, Coastal Bridge Company, L.L.C., in the amount of \$4,789,074.85.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby award the contract for the St. Martin Parish Road Project, St. Martin Parish, Louisiana, to the low bidder, Coastal Bridge Company, L.L.C., in the amount of \$4,789,074.85.

BE IT FURTHER RESOLVED that the St. Martin Parish Council does hereby authorize Parish President Guy Cormier to sign all necessary contract documents to effect the award of this contract.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

* * * * *

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following resolution be adopted:

RESOLUTION NO. 17-049-RS

WHEREAS, the St. Martin Parish Government has made an official call for bids for the St. Martin Parish Industrial Park Drainage Improvements Project, St. Martin Parish, Louisiana; and

WHEREAS, in accordance with the advertisement, sealed bids were opened March 8, 2017, and seven (7) complete bid packets were received for said project; and

WHEREAS, the bids were taken under advisement and have been analyzed by Comeaux Engineering & Consulting, APC; and

WHEREAS, Comeaux Engineering & Consulting, APC has recommended, in writing, the low bidder, Southern Constructors, L.L.C., in the amount of \$298,405.00.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby award the contract for the St. Martin Parish Industrial Park Drainage Improvements Project, St. Martin Parish, Louisiana, to the low bidder, Southern Constructors, L.L.C., in the amount of \$298,405.00.

BE IT FURTHER RESOLVED that the St. Martin Parish Council does hereby authorize Parish President Guy Cormier to sign all necessary contract documents to effect the award of this contract.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

And the Resolution was declared adopted this 4th day of April, 2017.

Clerk of the Council Laci Laperouse read ordinances introduced for publication, as follows:

SUMMARY NO. 1176-OR (Introduced by Dean LeBlanc, District 8)

An Ordinance of the St. Martin Parish Council amending and re-enacting Section 4.15 of the Personnel Policies and Procedures Manual of St. Martin Parish Government relating to Health, Accident and Life Insurance Coverage to provide that members of the St. Martin Parish Council who are elected in the fall elections of 2019 and take office January 2020, as well as those Council Members subsequent thereto, shall be eligible to participate in the St. Martin Parish Government Group Health, Accident and Life Insurance Plan but only upon the payment by them of the entirety of the monthly premiums due and owing as a result of their participation in such plan; and otherwise to provide with respect thereto.

SUMMARY NO. 1177-OR (Introduced by Neil Thibodeaux, District 4)

An Ordinance amending Chapter 19, St. Martin Parish Zoning Ordinance, Appendix D, Parish Road Zoning Data Sheets of the Code of Ordinances for the St. Martin Parish Government by: amending the zoning classification district on a portion of a road zoned in the original ordinance adopted on December 18, 1995. {1009 John D. Hebert Drive}

SUMMARY NO. 1178-OR (Introduced by Jason Willis, District 3)

An Ordinance of the Parish of St. Martin, State of Louisiana, recognizing the final form and execution of the Bond Purchase Agreement in connection with the issuance and sale of its General Obligation Bonds, Series 2017, and providing for other matters in connection thereto.

Prior to adjournment Parish President Guy Cormier briefed the Council Members on a couple of projects in the parish. Parish President Guy Cormier also spoke of the recent tornado in our parish that claimed two lives.

Clerk of the Council read Special Business Item: The St. Martin Parish Council to discuss and take any action regarding recommendation to compromise and settle *St. Martin Parish Government v. Bryan Champagne, et al.* Docket Number 83926-E litigation.

Legal Counsel Andrew Shealy mentioned the Council will now enter Executive Session to discuss the Special Business Item.

A motion was made by Dean LeBlanc and seconded by Jill Hebert that the St. Martin Parish Council does hereby enter Executive Session.

This motion to enter in Executive Session having been submitted to a vote, the vote thereon was as follows:

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion to enter in Executive Session was declared carried by unanimous vote this 4th day of April, 2017.

Legal Counsel Andrew Shealy requested Planning and Zoning Coordinator/Project Manager Heath Babineaux join them in Executive Session.

Regular Meeting recessed at 7:05 p.m.

Executive Session adjourned, and Regular Meeting reconvened at 7:41 p.m.

A motion was made by Albert Menard and seconded by Jill Hebert that the Regular Meeting reconvene.

This motion to reconvene the Regular Meeting having been submitted to a vote, the vote thereon was as follows:

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion to reconvene the Regular Meeting was declared carried by unanimous vote this 4th day of April, 2017.

Legal Counsel Andrew Shealy briefed the public of Executive Session, which was to discuss the matter of St. Martin Parish Government v. Bryan Champagne, et al. Docket Number 83926-E pending litigation. Legal Counsel Andrew Shealy stated no action was taken during Executive Session.

A motion was made by Albert Menard and seconded by Neil Thibodeaux that Legal Counsel Andrew Shealy does not accept the settlement, and proceed with legal litigation.

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

YEAS: Byron Fuselier, Lisa Nelson, Jason Willis, Neil Thibodeaux, Chris Tauzin,
Jill Hebert, Albert Menard, Dean LeBlanc and Daniel Richard, Jr.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion to not accept the settlement, and proceed with legal litigation was declared carried by unanimous vote this 4th day of April, 2017.

A motion was made by Dean LeBlanc and seconded by Albert Menard that the St. Martin Parish Council does hereby adjourn. Motion was unanimously approved.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE:



LACI LAPEROUSE
CLERK OF THE COUNCIL