

# PUBLIC NOTICE - ST. BERNARD PARISH COUNCIL MEETING - AGENDA

Email: [radams@sbpg.net](mailto:radams@sbpg.net)

(504) 278-4228

(504) 278-4209 (fax)

Posted 10/1/21

Tuesday, October 5, 2021

7:00 p.m.

Council Chambers

Page 1 of 5

Sign Interpreter will be provided if requested 48 working hours in advance. Should an interpreter be needed, it is advised that the interested person contact the Clerk of Council at 278-4228. All accessible formats are available upon request.

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- A. Meeting Called to Order and Roll Call
- B. Remind Public that no food or drink is allowed in the Council Chambers
- C. Remind Public of Cell Phone Ordinance **SBPC #815-02-08**
- D. Invocation by Councilmember Callais
- E. Pledge of Allegiance by Councilmember Everhardt
- F. Recognize Elected Officials

## APPROVAL OF MINUTES

1. Motion to approve the minutes from the September 20, 2021 Board of Review Meeting and the September 21, 2021 Regular Council Meeting as published in the official journal, the St. Bernard Voice on Friday, October 1, 2021. (Council Chair)

## RECOGNITION

2. Motion to Proclaim October 2021 as "Domestic Violence Awareness Month" in St. Bernard Parish. (Councilmember Alcon)
3. Councilmember's for a District Update
4. **Guy McInnis**, President's Report
5. Recognize the Public

## PUBLIC HEARINGS

6. **Summary No. 3929**  
Introduced by: Councilmember Lewis on 8/3/21  
Planning Commission recommended **DENIAL** on 9/28/21

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-6, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, SUB-SECTION 22-6-4, PERMITTED USES IN BUSINESS AND INDUSTRIAL DISTRICTS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

7. **Summary No. 3945**  
Introduced by: Administration on 9/21/21

AN ORDINANCE TO AUTHORIZE THE RETENTION OF LEAKE & ANDERSSON, L.L.P., TO PROVIDE LEGAL REPRESENTATION FOR ST. BERNARD PARISH GOVERNMENT IN THE CASE OF NICHOLAS CONNERS, ET AL. V. JAMES POHLMANN, ET AL. IN U.S.D.C., EASTERN DISTRICT OF LOUISIANA NO. 2:15-cv-00101.

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8. **Summary No. 3946**

Introduced by: Administration on 9/21/21

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING FIFTY MILLION DOLLARS (\$50,000,000) OF SALES TAX BONDS, IN ONE OR MORE SERIES, OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA; PROVIDING FOR THE SALE OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

9. **Summary No. 3947**

Introduced by: Administration on 9/21/21

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL BOND ORDINANCE AUTHORIZING THE ISSUANCE OF UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, IN ACCORDANCE WITH THE TERMS OF A GENERAL BOND ORDINANCE ADOPTED ON APRIL 21, 2015; PRESCRIBING THE FORM, AND CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

10. **Summary No. 3948**

Introduced by: Councilmember Callais on 9/21/21

AN ORDINANCE AUTHORIZING THE PARISH OF ST. BERNARD, STATE OF LOUISIANA TO PROCEED WITH A NOT TO EXCEED \$9,250,000 FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY; AUTHORIZING AND RATIFYING THE PARISH'S REQUEST OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY TO ISSUE ITS REVENUE BONDS; AUTHORIZING THE BORROWING BY THE PARISH OF THE PROCEEDS FROM THE SALE OF THE BONDS TO FINANCE QUALIFIED GOMESA PROJECTS AND PROVIDING FOR THE REPAYMENT OF AND SECURITY THEREFOR; APPROVING AND RATIFYING WITHIN CERTAIN PARAMETERS THE TERMS OF THE SALE OF THE BONDS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AND ASSIGNMENT AGREEMENT; AUTHORIZING THE FORM OF AND EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF THE BONDS AND ANCILLARY FINANCING DOCUMENTS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

11. **Summary No. 3949**

Introduced by: Administration on 9/21/21

AN ORDINANCE TO AUTHORIZE THE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF VETERANS AFFAIRS WITH RESPECT TO THE OPERATION AND MAINTENANCE OF A VETERANS' SERVICES OFFICE IN ST. BERNARD PARISH.

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### RESOLUTIONS

12. Adopt **Resolution SBPC #2173-10-21**, a resolution authorizing an application to the Louisiana Office of Community Development (CDBG) to spend Community Development Block Grant Program Income Funds for the St Bernard Parish Fitness Center in the amount of \$9,000,000.  
(Administration)
13. Adopt **Resolution SBPC #2174-10-21**, a resolution certifying to the Louisiana Department of Transportation and Development that St. Bernard Parish Government has and will continue to comply with all FHWA/DOTD requirements regarding performance of interim inspections, calculating the load carrying capacity and load posting deficient bridges under their jurisdiction for 2021.  
(Administration)

### ADOPTIONS

14. **Summary No. 3929**  
Introduced by: Councilmember Lewis on 8/3/21  
Planning Commission recommended **DENIAL** on 9/28/21  
Public Hearing held on 10/5/21  
  
AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-6, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, SUB-SECTION 22-6-4, PERMITTED USES IN BUSINESS AND INDUSTRIAL DISTRICTS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.
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Introduced by: Administration on 9/21/21  
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16. **Summary No. 3946**  
Introduced by: Administration on 9/21/21  
Public Hearing held on 10/5/21  
  
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17. **Summary No. 3947**

Introduced by: Administration on 9/21/21

Public Hearing held on 10/5/21

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18. **Summary No. 3948**

Introduced by: Councilmember Callais on 9/21/21

Public Hearing held on 10/5/21

AN ORDINANCE AUTHORIZING THE PARISH OF ST. BERNARD, STATE OF LOUISIANA TO PROCEED WITH A NOT TO EXCEED \$9,250,000 FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY; AUTHORIZING AND RATIFYING THE PARISH'S REQUEST OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY TO ISSUE ITS REVENUE BONDS; AUTHORIZING THE BORROWING BY THE PARISH OF THE PROCEEDS FROM THE SALE OF THE BONDS TO FINANCE QUALIFIED GOMESA PROJECTS AND PROVIDING FOR THE REPAYMENT OF AND SECURITY THEREFOR; APPROVING AND RATIFYING WITHIN CERTAIN PARAMETERS THE TERMS OF THE SALE OF THE BONDS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AND ASSIGNMENT AGREEMENT; AUTHORIZING THE FORM OF AND EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF THE BONDS AND ANCILLARY FINANCING DOCUMENTS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

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### INTRODUCTIONS

20. **Summary No. 3950**

Planning Commission recommended **DENIAL** on 9/28/21

Introduced by: Administration on 10/5/21

AN ORDINANCE TO APPROVE **DOCKET Z-2021-018**, PETITION OF CHICK-FIL-A FOR A CONDITIONAL USE PERMIT IN ORDER TO OPERATE A FOOD TRUCK. PROPERTY LOCATION: 7265 W. ST. BERNARD HWY. ARABI, LA 70032.

21. **Summary No. 3951**

Introduced by: Administration on 10/5/21

AN ORDINANCE TO ADOPT THE 2022 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

### OTHER MATTERS

22. Motion to accept the Monthly Financial Summary Statement of Revenues and Expenditures and Change in Fund Balance for August, 2021.

23. Motion to discuss and take any action as it relates to information received from the Coastal Zone Advisory Committee.

Next Regular scheduled Council Meeting will be held Tuesday, October 19, 2021 @ 3:00 p.m.

Approved by: *Richard "Richie" Lewis* Time: 3:20 p.m. Date: 10/1/21

**#1**

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to approve the minutes from the September 20, 2021 Board of Review Meeting and the September 21, 2021 Regular Council Meeting as published in the official journal, the St. Bernard Voice on Friday, October 1, 2021.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, October 5, 2021.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 5<sup>th</sup> day of October, 2021.

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ROXANNE ADAMS  
CLERK OF COUNCIL

OFFICIAL PROCEEDINGS OF THE ST. BERNARD PARISH COUNCIL, SITTING AS A **BOARD OF ASSESSMENT REVIEW** FOR THE PARISH OF ST. BERNARD, STATE OF LOUISIANA ON MONDAY, SEPTEMBER 20, 2021 AT THREE THIRTY P.M. IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA

The St. Bernard Parish Council met as a Board of Assessment Review in the Council Chambers of the St. Bernard Parish Government Complex, 8201 West Judge Perez Drive, Chalmette, Louisiana on Monday, September 20, 2021 at three thirty p.m. pursuant to notice given to each member and posted in the manner required by law.

The Council Chair convened the Board of Assessment Review Meeting at 3:31 p.m. and directed the Clerk of Council to call the roll.

There were present: Council Vice-Chair Kerri Callais, and Councilmembers Gillis McCloskey, Howard Luna and Wanda Alcon.

Members absent: Joshua Moran, Fred Everhardt and Richard "Richie" Lewis.

Also present was Roxanne Adams who serves as the Official Secretary to the Council.

Ms. Callais delivered the invocation and led the Pledge of Allegiance.

**#1** On joint motion of the Chair, without objection and by unanimous consent, it was moved to recognize Jaylynn Bergeron Turner, Assessor, regarding tax assessments.

Ms. Turner stated that the Total Assessed value for 2021 is \$465,110,143.00 and the Taxable Assessed value for 2021 is \$394,193,692.00, as of the date of the Board of Review, Monday, September 20, 2021.

Discussion ensued;

The St. Bernard Parish Council Office did not receive any appeals.

**#1a** On motion of the Chair, without objection and by unanimous consent, it was moved to accept the assessment of \$465,110,143.00 for the 2021 property assessment valuation as presented by Assessor Jaylynn Bergeron Turner.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** McCloskey, Luna, Alcon

**NAYS:** None

**ABSENT:** Moran, Everhardt, Lewis

The Council Vice-Chair, Ms. Callais, cast her vote as **YEA**.

And the motion was declared adopted on the 20<sup>th</sup> day of September, 2021.

There being no further business for discussion, the Chair declared the meeting adjourned at 3:38 p.m. on the 20<sup>th</sup> day of September, 2021.

*Roxanne Adams*

ROXANNE ADAMS  
CLERK OF COUNCIL

*Kerri Callais*

KERRI CALLAIS  
COUNCIL VICE-CHAIR

## PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, OCTOBER 5, 2021 SEVEN (7:00) O'CLOCK P.M.** AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE AUGUST 3, 2021 COUNCIL MEETING:

### **Summary No. 3929**

Introduced by: Councilmember Lewis on 8/3/21

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-6, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, SUB-SECTION 22-6-4, PERMITTED USES IN BUSINESS AND INDUSTRIAL DISTRICTS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council, the Governing Authority, does hereby ordain that Chapter 22, Zoning; Section 22-6, Commercial and Industrial Zoning Districts, Sub-Section 22-6-4, Permitted Uses in Business and Industrial Districts of the St. Bernard Parish Code of Ordinances is hereby amended as per attached Exhibit "A".

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

BY DIRECTION OF

*Richard "Richie" Lewis*

RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR



**Summary No. 3929**  
**Exhibit "A"**  
**Ordinance SBPC #XXXX-XX-XX**

**Chapter 22 - ZONING**

**Sec. 22-6 - Commercial and industrial zoning districts**

**22-6-4 Permitted uses in business and industrial districts**

(12) Food trucks shall meet the following conditions:

a. A food truck, enclosed food trailer shall be located on private property with a primary use (no vacant lots), subject to permission from the property's owner. A food truck, enclosed food trailer shall be strictly prohibited from parking within public rights-of-way, except for the Old Arabi Mixed Use and Riverfront Districts.

b. Permits/business licenses shall be issued to each individual food truck, enclosed food trailer on a one (1) calendar year basis.

c. Food trucks shall only operate on Monday thru Saturday from 7:00 a.m. to 9:00 p.m. and must vacate premises during non-hours of operation. Vendors outside of the levee protection are exempt from this requirement.

d. In no event shall the permittee or anyone else be allowed to operate a food truck within one thousand (1,000) feet of an established restaurant or other food truck from property line to property line (excluding special events).

e. Each individual food truck, enclosed food trailer may petition to use multiple locations and [be] allowed to operate within all non-residentially zoned districts, per conditional use approval by parish council.

f. A food truck, enclosed food trailer permit shall be issued only to vendors operating in conjunction with a St. Bernard Parish licensed ~~food establishment~~ restaurant that holds a department of health and hospitals license as a restaurant, for state mobile vendor permit purposes in accordance with applicable state statues. Vendors in Old Arabi Mixed Use and Riverfront Districts are exempt from this requirement.

g. Any food truck, enclosed food trailer shall be licensed with the Louisiana Department of Health and Hospitals and have a completed fire inspection prior to applying for a permit with St. Bernard Parish Government.

h. All above conditions must be met before applications can be submitted to the St. Bernard Parish Council.

## PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, OCTOBER 5, 2021 SEVEN (7:00) O'CLOCK P.M.** AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE SEPTEMBER 21, 2021 COUNCIL MEETING:

### **Summary No. 3945**

Introduced by: Administration on 9/21/21

AN ORDINANCE TO AUTHORIZE THE RETENTION OF LEAKE & ANDERSSON, L.L.P., TO PROVIDE LEGAL REPRESENTATION FOR ST. BERNARD PARISH GOVERNMENT IN THE CASE OF NICHOLAS CONNERS, ET AL. V. JAMES POHLMANN, ET AL. IN U.S.D.C., EASTERN DISTRICT OF LOUISIANA NO. 2:15-cv-00101.

**WHEREAS**, St. Bernard Parish Government believes it to be in the best interest of the citizens of St. Bernard Parish and St. Bernard Parish Government to retain the firm of Leake & Andersson, L.L.P. to represent their interests in the above matter.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council, the Governing Authority, does hereby approve and authorize the hiring of private counsel to represent St. Bernard Parish Government solely in the case *Nicholas Connors, et al. v. James Pohlmann, et al.*, Case No. 2:15-cv-00101, USDC, Eastern District of Louisiana, and any matters related thereto.

**SECTION 2.** Compensation. The compensation shall be pursuant to the legal service fee schedule published by the Louisiana Attorney General's office.

**SECTION 3.** Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto this ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 4.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

**SECTION 5.** The Parish President is hereby authorized to enter into a contract for legal services in accordance with section 4-02 (b) of the Home Rule Charter.

BY DIRECTION OF

*Richard "Richie" Lewis*

RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

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### **Summary No. 3946**

Introduced by: Administration on 9/21/21

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING FIFTY MILLION DOLLARS (\$50,000,000) OF SALES TAX BONDS, IN ONE OR MORE SERIES, OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA; PROVIDING FOR THE SALE OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

**WHEREAS**, the Parish of St. Bernard, State of Louisiana (the "Issuer") is now levying and collecting a special one-half of one percent (1/2%) sales and use tax (the "1965 Tax") pursuant to an election held on July 13, 1965; and,

**WHEREAS**, the Issuer is now levying and collecting a special one-half of one percent (1/2%) sales and use tax (the "1969 Tax") pursuant to an election held on July 15, 1969; and,

**WHEREAS**, the Issuer is now levying and collecting a special one-half of one percent (1/2%) sales and use tax (the "1977 Tax") pursuant to an election held on December 7, 1976; and,

**WHEREAS**, pursuant to the authority of the aforesaid elections, the Issuer adopted ordinances on September 27, 1965, August 19, 1969, and December 23, 1976 (collectively, the "Tax Ordinance"), providing for the levy and collection of the aforesaid 1965 Tax, 1969 Tax and 1977 Tax (collectively, the "Tax"); and,

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

**WHEREAS**, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this ordinance to provide for the issuance of not exceeding \$50,000,000 of Sales Tax Bonds of the Issuer, in one or more series, for the purpose of (i) making capital improvements, title to which shall be in the public, (ii) funding a reserve or paying the cost of a reserve fund surety, if required, and (iii) paying the costs of issuance of the Bonds, and to sell the Bonds to the purchasers thereof; and,

**WHEREAS**, after the issuance of the Bonds, the Issuer will have no outstanding bonds or other obligations of any kind or nature payable from a enjoying a lien on the Net Revenues of the Tax herein pledged, except its outstanding Sales Tax Refunding Bonds, Series 2012 (the "Outstanding Parity Bonds"); and,

**WHEREAS**, the State Bond Commission approved the issuance of the Bonds at its meeting held on August 19, 2021.

**NOW, THEREFORE, BE IT ORDAINED** by the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as the governing authority of the Parish of St. Bernard, State of Louisiana, that:

**SECTION 1.** Authorization and Sale of Bonds. This Ordinance authorizes one or more series of bonds of the Issuer to be designated "Sales Tax Bonds, Series 2021, of the Parish of St. Bernard, State of Louisiana" with any additional designation as may be required in the event the Bonds are issued in more than one series, and provided that said designation may change in the event any series of the Bonds are delivered after calendar year 2021. The Bonds shall bear interest at rates of interest per annum not exceeding 6% per annum, shall mature not later than 20 years from the date thereof, and shall become due and payable and mature on March 1 of the years and in the amounts as set forth in the Bond Purchase Agreement between the Issuer and the Underwriter (as hereinafter defined). The Bonds shall be secured by and payable from, equally with the Outstanding Parity Bonds, the Net Revenues of the Tax.

The Bonds are hereby authorized to be sold to Crews & Associates, Inc., of Little Rock, Arkansas (the "Underwriter"), and the Parish President, Council Chair or Clerk of Council of the Governing Authority (collectively, the "Executive Officers"), or any of them, are hereby authorized to execute a Bond Purchase Agreement (or a Commitment Letter, if privately placed) in substantially the form attached hereto as **Exhibit A**, with such revisions as are appropriate or necessary, provided that the sale of the Bonds is within the parameters set forth above in this Section. Any compensation to be paid to the Underwriter is to be paid from the proceeds of the Bonds and contingent upon the issuance of the Bonds and the approval of the State Bond Commission.

The Bond Purchase Agreement may provide for the purchase of a policy of bond insurance and/or a reserve fund surety in the event any Executive Officers, on

behalf of the Issuer, find and determine that the purchase of such will be of benefit to the Issuer. In such event, the Executive Officers are hereby authorized to execute all documents and agreements necessary and appropriate in connection with obtaining and securing such bond insurance or reserve fund surety.

**SECTION 2.** Preliminary Official Statement. The Issuer hereby authorizes the preparation of the Preliminary Official Statement pertaining to the Bonds and approves its use by the Underwriter in connection with the sale of the Bonds.

**SECTION 3.** Execution of Documents. 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 Ordinance.

**SECTION 4.** Effective Date. The foregoing ordinance shall take effect immediately upon its adoption.

BY DIRECTION OF

*Richard "Richie" Lewis*

RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

FORM OF BOND PURCHASE AGREEMENT

\$ \_\_\_\_\_  
SALES TAX BONDS, SERIES 2021  
OF THE  
PARISH OF ST. BERNARD, STATE OF LOUISIANA

\_\_\_\_\_, 2021

Honorable Parish Council  
Parish of St. Bernard, State of Louisiana  
Chalmette, Louisiana

The undersigned, Crews & Associates, Inc., of Little Rock, Arkansas (the "Underwriter"), offers to enter into this agreement (this "Bond Purchase Agreement") with the Parish of St. Bernard, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

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

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

1. **The Bonds.** Upon the terms and conditions and the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the above-captioned bonds of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in **Schedule I** hereto (the "Purchase Price"). Such Purchase Price shall be paid at the Closing (hereinafter defined) in accordance with Section 7 hereof. The Bonds are to be issued by the Issuer, acting through the Parish Council of the Parish of St. Bernard, State of Louisiana, its governing authority (the "Governing Authority"), under and pursuant to, and are to be secured, on a complete parity with the Outstanding Parity Bonds, and payable as set forth in an ordinance expected to be adopted by the Governing Authority on November 2, 2021 (the "Bond Ordinance"). The Bonds are issued pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **Schedule II** attached hereto. [The scheduled payment of principal and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the "Insurance Policy") to be issued concurrently with the delivery of the Bonds by [Insurer] (the "Insurer").] [Furthermore, the Bonds [and the Outstanding Parity Bonds] are entitled to the benefit of a [common] debt service reserve fund in accordance with the terms of the Bond Ordinance, which [common] reserve fund is being initially funded [with cash/with bond

proceeds/via surety bond]].

2. **Establishment of Issue Price.**

[To be inserted.]

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

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

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

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

The Issuer hereby covenants that, if during the period ending on the 25<sup>th</sup> day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

5. **Additional Requirements of the Issuer and Underwriter.** The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository



within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the “new issue disclosure period” (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

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

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

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

- a. The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;
- b. The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;
- c. To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or

contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;

- d. The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;
- e. All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;
- f. The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and
- g. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter's primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

7. **Delivery of, and Payment for, the Bonds.** At 9:30 a.m., New Orleans Time, on or about November 18, 2021, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Argent Trust Company, Ruston, Louisiana (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond [Resolution/Ordinance] to be provided by the Issuer and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds for the account of the Issuer.

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

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

- a. At the time of Closing, (i) the Bond Ordinance shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and
- b. At or prior to the Closing, (i) the Underwriter shall have received each of the following:
  - (1) the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;
  - (2) a supplemental opinion of Bond Counsel in substantially the form attached as **Exhibit C** hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter;

- (3) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;
- (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) the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;
- (7) a specimen of the Bonds;
- (8) certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
- (9) [a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;]
- (10) a certificate of a duly authorized officer of the Issuer, reasonably satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such

expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

- (11) a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;
- (12) a rating letter from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, providing for the following rating(s) on the Bonds:
  - Underlying: “\_\_\_”/\_\_\_\_\_ outlook[; and
  - Insured: “\_\_\_”/\_\_\_\_\_ outlook];
- (13) other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and
- (14) executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

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

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

10. **Termination by Underwriter.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) legislation shall be enacted or favorably reported for passage to either House of the

Congress by any committee of such House to which such legislation has been referred for consideration, or such legislation shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, except as may be described in the Official Statement, (ii) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vii) any rating on the Bonds, on any of the Outstanding Parity Bonds, [or on the Insurer] is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (viii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (ix) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (x) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

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

12. **Survival of Representations.** All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of

the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

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

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

14. **Indemnification and Contribution.** (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Ordinance is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

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

(c) In case any proceeding (including any governmental investigation) shall be instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party shall promptly notify the indemnifying party against whom such indemnity may be sought in writing, and the indemnifying party

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

15. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to [Underwriter and Address].

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

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

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

[Remainder of Page Intentionally Left Blank]



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

Very truly yours,

CREWS & ASSOCIATES, INC.

By: \_\_\_\_\_  
Title: Senior Managing Director

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

PARISH OF ST. BERNARD,  
STATE OF LOUISIANA

By: \_\_\_\_\_  
Parish President

**SCHEDULE I  
TO BOND PURCHASE AGREEMENT**

**Purchase Price**

Par Amount of Bonds	\$
Less: Underwriter's Discount (____%)	<u>(\$)</u>
<b>PURCHASE PRICE</b>	<u><u>\$</u></u>

**SCHEDULE II  
TO BOND PURCHASE AGREEMENT**

<b>MATURITY (JUNE 1)</b>	<b>PRINCIPAL AMOUNT DUE</b>	<b>INTEREST RATE</b>	<b>REOFFERING PRICE</b>
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**EXHIBIT A  
TO BOND PURCHASE AGREEMENT**

**FORM OF CERTIFICATE OF UNDERWRITER**

**EXHIBIT B  
TO BOND PURCHASE AGREEMENT**

**15c2-12 CERTIFICATE**

**EXHIBIT C  
TO BOND PURCHASE AGREEMENT**

**FORM OF SUPPLEMENTAL OPINION**

STATE OF LOUISIANA

PARISH OF ST. BERNARD

I, the undersigned Clerk of Council of the Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by said Governing Authority on October 5, 2021, authorizing the issuance of not exceeding Fifty Million Dollars (\$50,000,000) of Sales Tax Bonds, in one or more series, of the Parish of St. Bernard, State of Louisiana; providing for the sale of such bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this 5<sup>th</sup> day of October, 2021.

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Clerk of Council

## **PUBLIC HEARING NOTICE**

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, OCTOBER 5, 2021 SEVEN (7:00) O'CLOCK P.M.** AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE SEPTEMBER 21, 2021 COUNCIL MEETING:

### **Summary No. 3947**

Introduced by: Administration on 9/21/21

### **FIFTH SUPPLEMENTAL BOND ORDINANCE**

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL BOND ORDINANCE AUTHORIZING THE ISSUANCE OF UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, IN ACCORDANCE WITH THE TERMS OF A GENERAL BOND ORDINANCE ADOPTED ON APRIL 21, 2015; PRESCRIBING THE FORM, AND CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

**WHEREAS**, the Parish of St. Bernard, State of Louisiana (the "Parish") now owns and operates a combined water and sewer system (the "System") as a revenue-producing work of public improvement; and,

**WHEREAS**, on April 21, 2015, this Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish, adopted a General Bond Ordinance entitled: "A General Bond Ordinance authorizing the issuance from time to time of Utilities Revenue Bonds of the Parish of St. Bernard, State of Louisiana; prescribing the form, and certain terms and conditions of said Bonds; establishing funds and accounts relating to said Bonds; providing for the payment thereof in principal and interest including a rate covenant relating thereto; and providing for other matters in connection therewith" (the "General Bond Ordinance"), which authorizes the issuance of bonds from time to time for the purpose of paying the cost of acquiring, constructing, extending and improving the System, or refunding bonds issue for such bonds; and

**WHEREAS**, on April 21, 2015, this Governing Authority adopted a First Supplemental Bond Ordinance authorizing the issuance of not exceeding \$11,000,000 of Taxable Utilities Revenue Bonds, Series 2015 (the "Series 2015 Bonds"), for the purpose of financing the acquisition and construction of



improvements to the drinking water portion of the System, which bonds were sold to the Drinking Water State Revolving Loan Fund and delivered on June 25, 2015; and

**WHEREAS**, on October 6, 2015, this Governing Authority adopted a Second Supplemental Bond Ordinance authorizing the issuance of not exceeding \$10,000,000 of Taxable Utilities Revenue Bonds, Series 2015A (the "Series 2015A Bonds"), for the purpose of financing the acquisition and construction of improvements to the sewer portion of the System, which bonds were sold to the Clean Water State Revolving Fund and delivered on December 1, 2015; and,

**WHEREAS**, on January 17, 2017, this Governing Authority adopted a Third Supplemental Bond Ordinance authorizing the issuance of not exceeding \$13,000,000 of Taxable Utilities Revenue Bonds, Series 2017 (the "Series 2017 Bonds"), for the purpose of financing the acquisition and construction of improvements to the drinking water portion of the System, which bonds were sold to the Drinking Water Revolving Loan Fund and delivered on May 18, 2017; and

**WHEREAS**, on May 7, 2019, this Governing Authority adopted a Fourth Supplemental Bond Ordinance authorizing the issuance of not exceeding \$6,000,000 of Taxable Utilities Revenue Bonds, Series 2019 (the "Series 2019 Bonds"), for the purpose of financing the acquisition and construction of improvements to the sewer portion of the System, which bonds were sold to the Clean Water State Revolving Fund and delivered on June 21, 2019; and

**WHEREAS**, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501, et seq.), and other constitutional and statutory authority (the "Act"), it is the desire of this Governing Authority to provide for the issuance of \$[\_\_\_\_\_] of Utilities Revenue Refunding Bonds, Series 2021 of the Parish (the "Bonds"), for the purpose of (i) refunding the Series 2015 Bonds and (ii) paying the costs of issuance of the Bonds; and

**WHEREAS**, the Bonds, equally with the Series 2015A Bonds, Series 2017 Bonds, and Series 2019 Bonds (collectively, the "Outstanding Parity Bonds"), shall be secured by and payable from the income and revenues of the System as further provided in the General Bond Ordinance; and

**WHEREAS**, the Parish desires to fix the details necessary with respect to the issuance, sale and delivery of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided;

**NOW, THEREFORE, BE IT ORDAINED** by the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as governing authority of the Parish of St. Bernard, State of Louisiana, that:

**SECTION 1. Definitions.** In addition to words and terms elsewhere defined in the General Bond Ordinance and this Fifth Supplemental Bond Ordinance, the following words and terms as used in this Fifth Supplemental Bond Ordinance shall have the following meanings, unless some other meaning is plainly intended:

**"Act"** means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501, et seq.), and other constitutional and statutory authority supplemental thereto.

**"Authorized Officers"** means collectively the Parish President, Director of Finance, Council Chair and/or Clerk of Council of the Governing Authority, or such other person or persons authorized pursuant to a resolution or ordinance of the Governing Authority to act as an authorized officer of the Parish to perform any act or execute any document relating to the Series 2021 Bonds.

**"Costs of Issuance"** means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Series 2021 Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, official statements, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, initial fees of the Paying Agent, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Series 2021 Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Series 2021 Bonds, if any, and any other cost, charge or fee in connection with the original issuance of the Series 2021 Bonds.

**"Delivery Date"** means the date on which the Series 2021 Bonds are delivered to the Purchaser in exchange for payment therefor, which is expected to be November 4, 2021.

**"Fifth Supplemental Ordinance"** means this ordinance authorizing the issuance of the Series 2021 Bonds.

**"General Bond Ordinance"** means the General Bond Ordinance described in the preambles hereof.

**"Interest Payment Date"** means June 1 and December 1 of each year, commencing June 1, 2022.

**"Outstanding Parity Bonds"** means, collectively, the Parish's outstanding Taxable Utilities Revenue Bonds, Series 2015A and Taxable Utilities Revenue Bonds, Series 2017, and Taxable Utilities Revenue Bonds, Series 2019.

**"Paying Agent"** means, with respect to the Series 2021 Bonds, Argent Trust Company, in the City of Ruston, Louisiana, as paying agent and registrar hereunder, unless and until a successor Paying Agent shall have become such

pursuant to the applicable provisions of the General Bond Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

**"Purchaser"** means [\_\_\_\_\_], the original purchaser of the Series 2021 Bonds.

**"Record Date"** shall mean, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

**"Refunded Bonds"** means the Parish's outstanding Taxable Utilities Revenue Bonds, Series 2015.

**"Series 2021 Bonds"** means the Parish's Utilities Revenue Refunding Bonds, Series 2021, authorized to be issued by this Fifth Supplemental Ordinance and particularly by Section 2 hereof in the total aggregate principal amount of [\_\_\_\_\_] Million Dollars (\$\_\_\_\_\_,000,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

**Section 2. Authorization and Designation of Series 2021 Bonds.**

(a) In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of [\_\_\_\_\_] Million Dollars (\$\_\_\_\_\_,000,000) for, on behalf of and in the name of the Parish, for the purpose of (i) refunding the Refunded Bonds and (ii) paying the paying the Costs of Issuance of the Series 2021 Bonds, and to represent the indebtedness, this Governing Authority does hereby authorize the issuance of [\$\_\_\_\_\_] of Utilities Revenue Refunding Bonds, Series 2021, of the Parish. The Authorized Officers may approve a different series designation if the Series 2021 Bonds are delivered after the end of 2021 or if it is in their sole judgment preferable to do so. The Series 2021 Bonds shall be dated the Delivery Date thereof.

(b) The Series 2021 Bonds shall be Fixed Rate Bonds and the Interest Payment Dates shall be June 1 and December 1 of each year, commencing June 1, 2022. The unpaid principal of the Series 2021 Bonds shall bear interest from the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rates set forth in Section 2(c) hereof, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date.

(c) The Series 2021 Bonds shall become due and payable and mature serially on June 1 of each year as follows:

MATURITY (June 1)	PRINCIPAL AMOUNT	INTEREST RATE
2022	\$	%
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036	—	

(d) The interest on the Series 2021 Bonds shall be payable by check of the Paying Agent or the Parish mailed to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register or, in the discretion of the Paying Agent, by wire from the Paying Agent or the Parish delivered to the Owner (determined as of the close of business on the Record Date) in accordance with wiring instructions provided by the Owner; provided, however, that principal of any Series 2021 Bond at maturity or upon earlier redemption shall be payable at the designated office of the Paying Agent upon presentation and surrender thereof. Each Series 2021 Bond delivered under this Fifth Supplemental Ordinance upon transfer of, in exchange for or in lieu of any other Series 2021 Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2021 Bond, and each such Series 2021 Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Series 2021 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Fifth Supplemental Ordinance unless and until a certificate of registration on such Series 2021 Bonds substantially in the form set forth in Exhibit A hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been executed, registered and delivered under this Fifth Supplemental Ordinance.

(e) The Series 2021 Bonds are callable for redemption by the Parish in full or in part at any time on or after June 1, 20[\_\_\_], 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. Series 2021 Bonds are not required to be redeemed

in inverse order of maturity. Official notice of such call of any of the Series 2021 Bonds for redemption shall be given by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than fifteen (15) days prior to the redemption date or (ii) electronic transmission not later than fifteen (15) days prior to the redemption date addressed to the Owner of each Series 2021 Bond to be redeemed at his address or email address, as appropriate, as shown on the Bond Register..

(f) The Series 2021 Bonds shall be issued in fully registered form, shall be in the denominations hereinabove set forth, shall be numbered consecutively from R-1 upwards, and shall be in substantially the form attached hereto as **Exhibit A**.

(g) The appointment of Argent Trust Company, Ruston, Louisiana, as the initial Paying Agent for the Series 2021 Bonds is hereby confirmed. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by this Fifth Supplemental Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Parish.

(h) The Series 2021 Bonds have been awarded to and sold to the Purchaser, and the acceptance of the offer attached as **Exhibit B** hereto is hereby ratified. As a condition to the delivery of the Series 2021 Bonds to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Parish, indicating it has conducted its own analysis with respect to the Series 2021 Bonds and is extending credit in the form of the Series 2021 Bonds as a vehicle for making a commercial loan to the Parish.

(i) No Reserve Account is being established for the payment of the Series 2021 Bonds as to which there would otherwise be default, and the Series 2021 Bonds shall not be entitled to the Reserve Fund or any of the Reserve Accounts therein established for the benefit of the Outstanding Parity Bonds.

(j) As a condition of the issuance of the Series 2021 Bonds, the Parish hereby binds and obligates itself to apply an amount of the proceeds derived from the issuance and sale of the Series 2021 Bonds, together with additional moneys of the Parish as may be required, as will enable the Parish to immediately redeem the principal and interest of the Refunded Bonds on the redemption date, and the Authorized Officers are hereby authorized to release existing monies from the funds established for the Refunded Bonds as necessary to effect such redemption.

Subject only to the actual delivery of the Series 2021 Bonds, the Refunded Bonds are hereby irrevocably called for redemption on or about November 4, 2021, at the principal amount thereof and accrued interest to the redemption date in compliance with the ordinance authorizing their issuance. In accordance with the ordinance authorizing the issuance of the Refunded Bonds, a notice of redemption shall be sent to the registered owners of the Refunded Bonds as the same appear

on the registration books of the paying agent by means of first class mail or via accepted means of electronic communication

(k) The Series 2021 Bonds are hereby issued on a parity with the Outstanding Parity Bonds, and the Series 2021 Bonds shall rank equally with and shall enjoy complete parity of lien with the Outstanding Parity Bonds on the Net Revenues. This Governing Authority finds and determines that the parity requirements of Section 6.01(a) of the General Bond Ordinance will have been met with respect to the Series 2021 Bonds prior to the Delivery Date, and as such the Parish is not required to deliver a parity certification as provided in Section 6.01(b) of the General Bond Ordinance.

(l) After having investigated the regularity of the proceedings had in connection with the issuance of the Series 2021 Bonds, this Governing Authority hereby determines that the same have been in all respects regular, therefore the Series 2021 Bonds shall contain the following recital, to-wit:

"It is certified that this indebtedness is authorized by and is issued in conformity with the requirements of the Constitution and statutes of Louisiana."

(m) The Authorized Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of the General Bond Ordinance and this Fifth Supplemental Ordinance, to cause the Series 2021 Bonds to be printed, to issue, execute and seal the Series 2021 Bonds and to effect delivery thereof as herein provided. In connection with the issuance and sale of the Series 2021 Bonds, the Authorized Officers are each authorized, empowered and directed to execute on behalf of the Parish such additional documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Fifth Supplemental Ordinance. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

(n) The Bonds are not being designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

(o) The Bonds are not being designated as "Build America Bonds" or any similar type of tax-advantaged bonds requiring a designation at this time.

(p) It is recognized that the Parish will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)].

(q) The Parish covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of interest on

the Series 2021 Bonds under the Code. The Parish 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 Series 2021 Bonds or any other funds of the Parish to be used directly or indirectly in any manner, the effect of which would be to cause the Series 2021 Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on the Series 2021 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 or arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Series 2021 Bonds in a manner which would cause the Series 2021 Bonds to be a "private activity bond".

The Authorized Officers are hereby empowered, authorized and directed to take any and all action to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

The Authorized Officers and/or their designees are directed to establish, continue, and/or amend, as applicable, written procedures to assist the Parish in complying with various State and Federal statutes, rules and regulations applicable to the Series 2021 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 Series 2021 Bonds.

(r) The State Bond Commission approved the issuance of the Series 2021 Bonds at its meeting held on June 17, 2021.

(s) There will be no Credit Enhancement with respect to the Series 2021 Bonds.

**SECTION 3. Registration and Transfer.** The Parish shall cause the Bond Register to be kept by the Paying Agent. The Series 2021 Bonds may be transferred, registered and assigned only on the Bond Register, which such registration shall be at the expense of the Parish, and only by the execution of an assignment form on the Bonds being transferred. A new Series 2021 Bond or Series 2021 Bonds, may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Series 2021 Bond or Series 2021 Bonds after receipt of the Series 2021 Bond(s) to be transferred in proper form. Such new Series 2021 Bond or Series 2021 Bonds shall be in an authorized denomination of the same maturity and like principal. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Series 2021 Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

**SECTION 4. Cancellation of Bonds.** All Series 2021 Bonds surrendered for payment, transfer, exchange or replacement, to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Parish, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent.

**SECTION 5. Bonds Mutilated, Destroyed, Stolen or Lost.** If (1) any mutilated Series 2021 Bond is surrendered to the Paying Agent, or the Parish and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Series 2021 Bond, and (2) there is delivered to the Parish 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 Parish or the Paying Agent that such Series 2021 Bond has been acquired by a bona fide purchaser, the Parish 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 Series 2021 Bond, a new Series 2021 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 Series 2021 Bond has become or is about to become due and payable, the Parish in its discretion may, instead of issuing a new Series 2021 Bond, pay such Series 2021 Bond. Upon the issuance of any new Series 2021 Bond under this Section, the Parish 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 Series 2021 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 Parish, whether or not the mutilated, destroyed, lost or stolen Series 2021 Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Fifth Supplemental Ordinance. Any additional procedures set forth in the Agreement authorized in this Fifth Supplemental Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Series 2021 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 Series 2021 Bonds.

**SECTION 6. Parties Interested Herein.** Nothing in this Fifth Supplemental Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish, the Paying Agent and the Owners of the Series 2021 Bonds any right, remedy or claim under or by reason of this Fifth Supplemental Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Fifth Supplemental Ordinance contained by and on behalf of the Parish shall be for the sole and exclusive benefit of the Parish, the Paying Agent and the Owners of the Series 2021 Bonds.

**SECTION 7. No Recourse on the Series 2021 Bonds.** No recourse shall be had for the payment of the principal of or interest on the Series 2021 Bonds or for any claim based thereon or on this Fifth Supplemental Ordinance against any member of the Governing Authority or officer of the Parish or any person executing the Series 2021 Bonds.



**SECTION 8. Successors and Assigns.** Whenever in this Fifth Supplemental Ordinance the Parish is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Fifth Supplemental Ordinance contained by or on behalf of the Parish shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**SECTION 9. Severability.** In case any one or more of the provisions of this Fifth Supplemental Ordinance or of the Series 2021 Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Fifth Supplemental Ordinance or of the Series 2021 Bonds, but this Fifth Supplemental Ordinance and the Series 2021 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Fifth Supplemental Ordinance which validates or makes legal any provision of this Fifth Supplemental Ordinance or the Series 2021 Bonds which would not otherwise be valid or legal shall be deemed to apply to this Fifth Supplemental Ordinance and to the Series 2021 Bonds.

**SECTION 10. Publication.** This Fifth Supplemental Ordinance shall be published one time in the official journal of the Parish, or if there is none, in a newspaper having general circulation in the Parish. It shall not be necessary to publish the exhibits to this Fifth Supplemental Ordinance but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal.

**SECTION 11. Effective Date.** This Fifth Supplemental Ordinance shall become effective immediately.

BY DIRECTION OF

*Richard "Richie" Lewis*

RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

**EXHIBIT A**  
**to Fifth Supplemental Bond Ordinance**

**[FORM OF BOND]**

NO. R-[\_\_]

PRINCIPAL AMOUNT: \$[\_\_],000

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

UTILITIES REVENUE REFUNDING BOND, SERIES 2021  
OF THE  
PARISH OF ST. BERNARD, STATE OF LOUISIANA

<u>BOND DATE</u>	<u>MATURITY DATE</u>	<u>INTEREST RATE</u>
November 4, 2021	June 1, 20[__]	[__]%

The **PARISH OF ST. BERNARD, STATE OF LOUISIANA** (the "Issuer"), promises to pay to:

[PURCHASER]

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 from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing June 1, 2022 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above (calculated on the basis of a 360-day year consisting of twelve 30-day months) until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for.

The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the designated office of Argent Trust Company, in the City of Ruston, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable on each Interest Payment Date 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 each Interest Payment Date) at the address as shown on the registration books of the Paying Agent or, in the discretion of the Paying Agent, by wire from the Paying Agent or the Issuer delivered to the Owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) in accordance with wiring instructions provided by the Owner.

This Bond is one of an authorized issue of Utilities Revenue Refunding Bonds, Series 2021, aggregating in principal the sum of [\_\_\_\_\_] Dollars (\$[\_\_\_\_],000) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to a General Bond Ordinance adopted by its governing authority on April 21, 2015, as supplemented by a Fifth Supplemental Bond Ordinance adopted on October 5, 2021 (collectively, the "Ordinance"), for the purpose of (i) refunding the Issuer's outstanding Taxable Utilities Revenue Bonds, Series 2015 and (ii) paying the costs of issuance of the Bonds, under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are callable for redemption by the Issuer in full or in part at any time on or after June 1, 20[\_\_\_], 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. 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 means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than fifteen (15) days prior to the redemption date or (ii) electronic transmission not later than fifteen (15) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address or email address, as appropriate, as shown on the Bond Register.

The Issuer shall cause to be kept at the designated office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Ordinance. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the 15<sup>th</sup> calendar day of the month next preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

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

The Bonds are secured by and payable as to principal and interest solely from the income and revenues of the Issuer's combined water and sewer system, as more fully described in the Ordinance (the "System"), after the payment of all reasonable and necessary expenses of operating and maintaining the System (the "Net Revenues"), and are issued on a complete parity with the Issuer's outstanding (i) Taxable Utilities Revenue Bonds, Series 2015A, (ii) Taxable Utilities Revenue Bonds, Series 2017, and (iii) Taxable Utilities Revenue Bonds, Series 2019 (collectively, the "Outstanding Parity Bonds"). Neither this Bond nor the debt it represents

constitutes an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness.

The Issuer has obligated itself pursuant to the Ordinance and by this Bond declares that all of the income and revenues to be derived from the operation of the System shall be deposited promptly as the same may be collected in a separate and special bank account known and designated as the "Utility System Fund." The Issuer has duly covenanted and obligated itself pursuant to the Ordinance and by this Bond declares that it will fix and maintain rates and collect charges for all services and facilities to be rendered by the System sufficient to provide for the payment of the reasonable and necessary expenses of operating and maintaining the System, to provide for the payment of principal and interest falling due on this Bond and all other obligations or indebtedness payable out of the revenues of the System, to provide a reserve for the payment of principal and interest on this Bond and to provide a reasonable depreciation and contingency fund to care for depreciation, extensions, additions, improvements and replacements necessary to properly operate the System.

For a complete statement of the manner in which said fund shall be maintained and administered, the provisions for payment of this Bond and the general covenants and provisions governing the issuance of this Bond, reference is hereby made to the Ordinance.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes 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 necessary to constitute the same a legal, binding and valid obligation 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, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that this Bond shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be signed in the name of the Issuer by the Parish President and attested by its Clerk of the Council, the corporate seal of the Issuer to be hereon impressed, and this Bond to be dated as of the Bond Date set forth above.



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within bond and all rights thereunder unto the following Assignee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_,  
who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Bond, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Purchaser Letter executed by the original owner of this Bond as referenced in the Ordinance.

\_\_\_\_\_, Assignee \_\_\_\_\_,  
Assignor

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \* \*

**EXHIBIT B**  
**to Fifth Supplemental Bond Ordinance**

**COMMITMENT LETTER OF PURCHASER**

[TO BE INSERTED]

STATE OF LOUISIANA

PARISH OF ST. BERNARD

I, the undersigned Clerk of Council of the Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), do hereby certify that the foregoing pages constitute a true and correct copy of a Fifth Supplemental Bond Ordinance adopted by said Governing Authority on October 5, 2021, authorizing the issuance of Utilities Revenue Refunding Bonds, Series 2021, of the Parish of St. Bernard, State of Louisiana, in accordance with the terms of a General Bond Ordinance adopted on April 21, 2015; prescribing the form, and certain terms and conditions of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 5<sup>th</sup> day of October, 2021.

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Clerk of the Council



## **PUBLIC HEARING NOTICE**

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, OCTOBER 5, 2021 SEVEN (7:00) O'CLOCK P.M.** AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE SEPTEMBER 21, 2021 COUNCIL MEETING:

### **Summary No. 3948**

Introduced by: Councilmember Callais on 9/21/21

AN ORDINANCE AUTHORIZING THE PARISH OF ST. BERNARD, STATE OF LOUISIANA TO PROCEED WITH A NOT TO EXCEED \$9,250,000 FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY; AUTHORIZING AND RATIFYING THE PARISH'S REQUEST OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY TO ISSUE ITS REVENUE BONDS; AUTHORIZING THE BORROWING BY THE PARISH OF THE PROCEEDS FROM THE SALE OF THE BONDS TO FINANCE QUALIFIED GOMESA PROJECTS AND PROVIDING FOR THE REPAYMENT OF AND SECURITY THEREFOR; APPROVING AND RATIFYING WITHIN CERTAIN PARAMETERS THE TERMS OF THE SALE OF THE BONDS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AND ASSIGNMENT AGREEMENT; AUTHORIZING THE FORM OF AND EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF THE BONDS AND ANCILLARY FINANCING DOCUMENTS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

**WHEREAS**, the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") was established pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 33:4548.16, inclusive) (the "Act"), to encourage public infrastructure and public works of all types, and to assist political subdivisions in constructing public works and in financing and refinancing the construction of public infrastructure and public works; and,

**WHEREAS**, the Parish of St. Bernard, State of Louisiana (the "Parish") is a participating political subdivision of the Authority in accordance with the Act; and,

**WHEREAS**, the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432, as amended and supplemented from time to time ("GOMESA"), provides for the sharing of certain revenues received by the United States government from oil and gas leasing and production in the Gulf of Mexico (the "GOMESA Revenues") with the states of Alabama, Mississippi, Louisiana and Texas and their designated political subdivisions; and,

**WHEREAS**, GOMESA authorizes GOMESA Revenues to be spent on (a) projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) mitigation of damage to fish, wildlife or natural resources; (c) implementation of a federally-approved marine, coastal or comprehensive conservation management plan; (d) mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and (e) associated planning and administrative costs (collectively, the "GOMESA Projects"); and,

**WHEREAS**, the Parish is a designated political subdivision that receives GOMESA Revenues pursuant to GOMESA; and,

**WHEREAS**, the Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), acting as governing authority of the Parish, has determined that it is in the Parish's best interest to request the Authority to authorize, sell and issue the Authority's not to exceed \$9,250,000 Revenue Bonds (St. Bernard Parish GOMESA Project) (the "Bonds"), in one or more series, the proceeds of which will be loaned by the Authority to the Parish (the "Loan") pursuant to the provisions of a Loan and Assignment Agreement by and between the Authority and the Parish (the "Loan Agreement"), which Loan proceeds will be used by the Parish to: (i) fund qualified GOMESA Projects within the Parish, (ii) finance capitalized interest on the Bonds and (iii) pay the costs of issuance of the Bonds (collectively, the "Project").

**NOW THEREFORE BE IT ORDAINED**, by the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as the governing authority of the Parish of St. Bernard, State of Louisiana, that:

**SECTION 1. Authorization.** The Parish hereby requests that the Authority authorize and issue the Authority's Revenue Bonds (St. Bernard Parish GOMESA Project) (the "Bonds"), in one or more series in an aggregate principal amount not to exceed \$9,250,000, the proceeds of which shall be loaned to the Parish pursuant to the Loan Agreement and will be used by the Parish to finance the Project.

**SECTION 2. Terms of Bonds.** The Bonds shall be issued and sold by the Authority only as fully registered bonds in the denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Bonds shall mature not later than November 1, 2045 and shall bear interest at a rate not to exceed six percent (6%) per annum.

**SECTION 3. Sale of Bonds.** The selection by the Authority of Wells Fargo Securities, LLC (the "Purchaser") as purchaser of the Bonds is hereby acknowledged and approved by the Governing Authority, provided that the Purchaser's proposal does not exceed the parameters set forth in Section 2 above, and the Parish President and the Clerk of Council and/or the Chairman of the Governing Authority are hereby authorized to execute the Bond Purchase Agreement and other Parish Documents, as described in Section 4 hereof, in order to evidence such approval.

**SECTION 4. Approval of Parish Documents.** The form and terms of the Loan Agreement, the Bond Purchase Agreement, the Control Agreement for Deposit Account (if required), the Continuing Disclosure Certificate and all other ancillary documents (collectively, the "Parish Documents") are hereby authorized and approved in the forms approved by bond counsel. The Loan Agreement shall obligate the Parish to pay to the Authority amounts necessary from GOMESA Revenues (not to exceed 55% of the GOMESA Revenues received in each year) distributed to the Parish (the "Pledged Revenues") to allow the Authority to make principal and interest payments on the Bonds and to secure the payment thereof. The Parish does hereby irrevocably and irrevocably pledge and dedicate such Pledged Revenues in an amount sufficient for the payment of its obligations pursuant to the Loan Agreement. It is the intention of the Parish that, to the fullest extent permitted by law, this pledge shall be valid and binding from the time when it is made, that the Pledged Revenues so pledged and then or thereafter received by the Parish shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual agreements contained herein and in the Loan Agreement shall have priority over any or all other obligations and liabilities of the Parish, and that this pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Parish, irrespective of whether such parties have notice thereof. The Pledged Revenues shall be and remain pledged for the security and payment of the Bonds in principal and interest until the Bonds shall have been fully paid and discharged.

**SECTION 5. Preliminary Limited Offering Memorandum.** The execution and delivery of a Preliminary Limited Offering Memorandum and a Limited Offering Memorandum, in the forms approved by bond counsel and the municipal advisor, are hereby ratified and approved.

**SECTION 6. Execution of Documents; Further Authority.** The Parish President and the Clerk of Council and/or the Chairman of the Governing Authority are hereby authorized and directed to execute any and all documents and take all further action necessary or reasonably required to effect the Loan from the Authority evidenced by the Loan Agreement; to approve any changes to the Loan Agreement and all other ancillary documents approved by bond counsel, such approval to be conclusively evidenced by their execution hereof; to carry out the provisions of this Ordinance and effect the completion of the Project; and to assist the Authority in carrying out its functions in connection with the financing

**SECTION 7. Tax-Exemption of Bonds.** The Parish covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendments thereto (the "Code") to establish, maintain and preserve the exclusion from "gross income" of interest on the tax-exempt Bonds under the Code. The Parish 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 Parish 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 inclusion of interest on any 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 State of America; or (iii) use of Bond proceeds in a manner that would cause the Bonds to be "private activity bonds."

**SECTION 8. Request to the Authority.** The Authority is hereby requested to take all actions necessary to issue and sell the Bonds.

**SECTION 9. Effective Date.** This Ordinance shall become effective immediately after adoption.

BY DIRECTION OF

*Richard "Richie" Lewis*

RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

## PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, OCTOBER 5, 2021 SEVEN (7:00) O'CLOCK P.M.** AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE SEPTEMBER 21, 2021 COUNCIL MEETING:

### **Summary No. 3949**

Introduced by: Administration on 9/21/21

AN ORDINANCE TO AUTHORIZE THE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF VETERANS AFFAIRS WITH RESPECT TO THE OPERATION AND MAINTENANCE OF A VETERANS' SERVICES OFFICE IN ST. BERNARD PARISH.

**WHEREAS**, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana and La. R.S. 29:260-262 the Louisiana Department of Veterans Affairs (the "LDVA") and St. Bernard Parish Government (the "Parish") with to enter into a Cooperative Endeavor Agreement for the operation and maintenance of a Veterans' Services Office in St. Bernard Parish; and

**WHEREAS**, the St. Bernard Parish Council finds that serving the needs of veterans residing in St. Bernard Parish is a legitimate public purpose.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council hereby authorizes the Parish President to execute the Cooperative Endeavor Agreements attached hereto delineating each party's obligations with respect to the operation and maintenance of a Veterans' Services Office in St. Bernard Parish.

**SECTION 2.** Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto this ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

BY DIRECTION OF

*Richard "Richie" Lewis*

RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR



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**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**ST. BERNARD PARISH GOVERNMENT**

**AND**

**LOUISIANA DEPARTMENT OF VETERANS AFFAIRS**

THIS COOPERATIVE AGREEMENT is made and entered into on \_\_\_\_\_ by and between St. Bernard Parish Government, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Guy McInnis, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

**ARTICLE I**

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

**ARTICLE II**

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

### **ARTICLE III**

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095 Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2020-2021 to provide such services to veterans in Parish/Municipality.

### **ARTICLE IV**

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

#### **I. OBLIGATIONS OF THE PARTIES.**

##### **A. Obligations of LDVA**

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits for patients in a nursing home, insurance benefits, referrals to housing and mental health providers, and last interment benefits.
2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed three (3) days per week on the following days, to wit: Monday, Wednesday, and Thursday, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update the parish or municipality of any office closure that may occur, should the need arise.
4. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.



## B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 8201 West Judge Perez Drive, Chalmette, LA 70043.
2. Parish/Municipality shall provide for all utilities, as well as phone and Internet service costs, as part of its obligation to provide space for the Veterans' Service Office.
3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

## II. FUNDING AND REPORTING

### A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of \$13,752.00 in minimum monthly payments of \$1,146.00.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

### B. Reporting

1. Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
2. LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

### C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.
2. Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

**III. TERM**

A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2021, to December 31, 2021.

**IV. TERMINATION**

A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

**V. CONTROLLING LAW**

A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**VI. LEGAL COMPLIANCE**

A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

**VII. PUBLIC LIABILITY/INDEMNIFICATION**

A. LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- C. LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

**VIII. SEVERABILITY**

- A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

**IX. NOTICES**

- A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

1. LDVA:  
Joey Strickland  
SECRETARY  
Louisiana Department of Veterans Affairs  
P. O. Box 94095, Capitol Station  
Baton Rouge, Louisiana 70804-9095

2. ST. BERNARD PARISH GOVERNMENT:  
Guy McInnis  
PRESIDENT  
8201 West Judge Perez Drive  
Chalmette, LA 70043

**IN WITNESS WHEREOF**, the parties have executed this Cooperative Endeavor Agreement on the day, month, and year first written above.

**SIGNATURES:**

**ST. BERNARD PARISH GOVERNMENT**

BY: \_\_\_\_\_

GUY MCINNIS, PRESIDENT

Witnessed by: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

**LA DEPARTMENT OF VETERANS AFFAIRS**

BY: \_\_\_\_\_

JOEY STRICKLAND, SECRETARY

Witnessed by: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)



## St. Bernard Parish Government Cooperative Agreement Summary 2021

	Total Parish Expenses	Parish Contribution (31.01301%)
<b>Salaries &amp; Benefits:</b>	\$39,121	\$12,133
<b>Travel</b>	\$903	\$280
<b>Supplies</b>	\$555	\$172
<b>Postage, Equip. Maintenance</b>	\$280	\$87
<b>Telephone &amp; Internet</b>	\$0	\$0
<b>Professional Services</b>	\$483	\$150
<b>Acquisitions</b>	\$9	\$3
<b>OTS Migration</b>	\$449	\$139
<b>Subtotal:</b>	\$41,801	\$12,964
<b>*Administration Expense</b>		\$1,050
<b>Total:</b>		\$14,014
<b>Negotiated Amount for FY21:</b>		<b>\$13,752</b>

\*Share of costs related to human resources, accounting, payment processing, etc. (2.5% of total state expenses)

### Economic Impact of St Bernard Parish Veterans' Service Office:

\$8,266,000 in Compensation and Pension benefits for a veteran population of 1,834.  
(According to US Department of Veterans Affairs FY19 Summary of Expenditures)



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**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**ST. BERNARD PARISH GOVERNMENT**

**AND**

**LOUISIANA DEPARTMENT OF VETERANS AFFAIRS**

THIS COOPERATIVE AGREEMENT is made and entered into on \_\_\_\_\_ by and between St. Bernard Parish Government, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Guy McInnis, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

**ARTICLE I**

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

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WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

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### **ARTICLE IV**

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

#### **I. OBLIGATIONS OF THE PARTIES.**

##### **A. Obligations of LDVA**

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2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed three (3) days per week on the following days, to wit: Monday, Wednesday, and Thursday, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update the parish or municipality of any office closure that may occur, should the need arise.
4. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

## B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 8201 West Judge Perez Drive, Chalmette, LA 70043.
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1. Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
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**III. TERM**

A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2022, to December 31, 2022.

**IV. TERMINATION**

A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

**V. CONTROLLING LAW**

A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**VI. LEGAL COMPLIANCE**

A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

**VII. PUBLIC LIABILITY/INDEMNIFICATION**

A. LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- C. LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

#### **VIII. SEVERABILITY**

- A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

#### **IX. NOTICES**

- A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

1. LDVA:  
Joey Strickland  
SECRETARY  
Louisiana Department of Veterans Affairs  
P. O. Box 94095, Capitol Station  
Baton Rouge, Louisiana 70804-9095

2. ST. BERNARD PARISH GOVERNMENT:  
Guy McInnis  
PRESIDENT  
8201 West Judge Perez Drive  
Chalmette, LA 70043

**IN WITNESS WHEREOF**, the parties have executed this Cooperative Endeavor Agreement on the day, month, and year first written above.

**SIGNATURES:**

**ST. BERNARD PARISH GOVERNMENT**

BY: \_\_\_\_\_

GUY MCINNIS, PRESIDENT

Witnessed by: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

(Printed Name)

**LA DEPARTMENT OF VETERANS AFFAIRS**

BY: \_\_\_\_\_

JOEY STRICKLAND, SECRETARY

Witnessed by: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

(Printed Name)




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## St. Bernard Parish Government Cooperative Agreement Summary 2022

	Total Parish Expenses	Parish Contribution (31.01301%)
<b>Salaries &amp; Benefits:</b>	\$39,121	\$12,133
<b>Travel</b>	\$903	\$280
<b>Supplies</b>	\$555	\$172
<b>Postage, Equip. Maintenance</b>	\$280	\$87
<b>Telephone &amp; Internet</b>	\$0	\$0
<b>Professional Services</b>	\$483	\$150
<b>Acquisitions</b>	\$9	\$3
<b>OTS Migration</b>	\$449	\$139
<b>Subtotal:</b>	\$41,801	\$12,964
<b>*Administration Expense</b>		\$1,050
<b>Total:</b>		\$14,014

\*Share of costs related to human resources, accounting, payment processing, etc. (2.5% of total state expenses)

### Economic Impact of St Bernard Parish Veterans' Service Office:

\$8,266,000 in Compensation and Pension benefits for a veteran population of 1,834.  
(According to US Department of Veterans Affairs FY19 Summary of Expenditures)

## #12

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 1, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following resolution:

### **RESOLUTION SBPC #2173-10-21**

A RESOLUTION AUTHORIZING AN APPLICATION TO THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT (CDBG) TO SPEND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME FUNDS FOR THE ST BERNARD PARISH FITNESS CENTER IN THE AMOUNT OF \$9,000,000.

**WHEREAS**, there are current unmet needs St. Bernard Parish for promoting public health and recreation; and,

**WHEREAS**, the Parish's LLT Disposition Plan promotes investments for community development throughout St. Bernard Parish.

**NOW THEREFORE BE IT RESOLVED** the St. Bernard Parish Council, does hereby authorize the submission of an application to the State of Louisiana Office of Community Development for the St. Bernard Parish Fitness Center up to the amount of \$9,000,000; and,

**BE IT FURTHER RESOLVED**, the St. Bernard Parish Council, does hereby authorize the President of St. Bernard Parish Government to sign and execute all required application, documents and agreements and any amendments thereof, and all of the necessary reports, assurances, contracts and any other documents required in connection with this Louisiana Office of Community Development Block Grant Program.

Page -2-  
Extract #12, continued  
October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, October 5, 2021.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 5<sup>th</sup> day of October, 2021.

---

ROXANNE ADAMS  
CLERK OF COUNCIL

## #13

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 1, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following resolution:

### **RESOLUTION SBPC #2174-10-21**

A RESOLUTION CERTIFYING TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT THAT ST. BERNARD PARISH GOVERNMENT HAS AND WILL CONTINUE TO COMPLY WITH ALL FHWA/DOTD REQUIREMENTS REGARDING PERFORMANCE OF INTERIM INSPECTIONS, CALCULATING THE LOAD CARRYING CAPACITY AND LOAD POSTING DEFICIENT BRIDGES UNDER THEIR JURISDICTION FOR 2021.

**WHEREAS**, the Code of Federal Regulations as enacted by the United States Congress mandates that all structures defined as bridges located on all public roads shall be inspected, rated for safe load capacity and posted in accordance with the National Bridge Inspection Standards and that an inventory of these bridges be maintained by each State; and,

**WHEREAS**, the responsibility to inspect, rate and load post those bridges under the authority of St. Bernard Parish Government in accordance with those Standards is delegated by the Louisiana Department of Transportation and Development to St. Bernard Parish Government; and,

**WHEREAS**, it is recommended by the Administration of the St. Bernard Parish Government that the Council approve said resolution.

**NOW THEREFORE BE IT RESOLVED**, by the governing authority of St. Bernard Parish, the St. Bernard Parish Council, convened in regular session on October 5, 2021, does hereby certify to the Louisiana Department of Transportation and Development that they have and will continue to comply with all FHWA/DOTD requirements regarding performance of interim inspections, calculating the load carrying capacity and load posting deficient bridges under their jurisdiction for 2021.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Louisiana Department of Transportation and Development, Attn: Mr. David M. Brassset, P.E., LADOTD District 02 Bridge Engineer/Bridge City 1440 Highway 90 Bridge City, LA 70094; St. Bernard Parish Department of Public Works; and the Office of the Parish President.

Page -2-  
Extract #13, continued  
October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

## C E R T I F I C A T E

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, October 5, 2021.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 5<sup>th</sup> day of October, 2021.

---

ROXANNE ADAMS  
CLERK OF COUNCIL



## #14

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following ordinance:

### **Summary No. 3929**

Introduced by: Councilmember Lewis on 8/3/21

Planning Commission recommended **DENIAL** on 9/28/21

Public Hearing held on 10/5/21

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-6, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, SUB-SECTION 22-6-4, PERMITTED USES IN BUSINESS AND INDUSTRIAL DISTRICTS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council, the Governing Authority, does hereby ordain that Chapter 22, Zoning; Section 22-6, Commercial and Industrial Zoning Districts, Sub-Section 22-6-4, Permitted Uses in Business and Industrial Districts of the St. Bernard Parish Code of Ordinances is hereby amended as per attached Exhibit "A".

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

Page -2-  
Extract #xx, continued  
October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
ROXANNE ADAMS  
CLERK OF COUNCIL

\_\_\_\_\_  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_

Parish President \_\_\_\_\_  
Guy McInnis

Returned to Clerk of the Council \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

**Summary No. 3929**  
**Exhibit "A"**  
**Ordinance SBPC #XXXX-XX-XX**

**Chapter 22 - ZONING**

**Sec. 22-6 - Commercial and industrial zoning districts**

**22-6-4 Permitted uses in business and industrial districts**

(12) Food trucks shall meet the following conditions:

a. A food truck, enclosed food trailer shall be located on private property with a primary use (no vacant lots), subject to permission from the property's owner. A food truck, enclosed food trailer shall be strictly prohibited from parking within public rights-of-way, except for the Old Arabi Mixed Use and Riverfront Districts.

b. Permits/business licenses shall be issued to each individual food truck, enclosed food trailer on a one (1) calendar year basis.

c. Food trucks shall only operate on Monday thru Saturday from 7:00 a.m. to 9:00 p.m. and must vacate premises during non-hours of operation. Vendors outside of the levee protection are exempt from this requirement.

d. In no event shall the permittee or anyone else be allowed to operate a food truck within one thousand (1,000) feet of an established restaurant or other food truck from property line to property line (excluding special events).

e. Each individual food truck, enclosed food trailer may petition to use multiple locations and [be] allowed to operate within all non-residentially zoned districts, per conditional use approval by parish council.

f. A food truck, enclosed food trailer permit shall be issued only to vendors operating in conjunction with a St. Bernard Parish licensed ~~food establishment~~ restaurant that holds a department of health and hospitals license as a restaurant, for state mobile vendor permit purposes in accordance with applicable state statues. Vendors in Old Arabi Mixed Use and Riverfront Districts are exempt from this requirement.

g. Any food truck, enclosed food trailer shall be licensed with the Louisiana Department of Health and Hospitals and have a completed fire inspection prior to applying for a permit with St. Bernard Parish Government.

h. All above conditions must be met before applications can be submitted to the St. Bernard Parish Council.

## #15

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following ordinance:

### **Summary No. 3945**

Introduced by: Administration on 9/21/21

Public Hearing held on 10/5/21

AN ORDINANCE TO AUTHORIZE THE RETENTION OF LEAKE & ANDERSSON, L.L.P., TO PROVIDE LEGAL REPRESENTATION FOR ST. BERNARD PARISH GOVERNMENT IN THE CASE OF NICHOLAS CONNERS, ET AL. V. JAMES POHLMANN, ET AL. IN U.S.D.C., EASTERN DISTRICT OF LOUISIANA NO. 2:15-cv-00101.

**WHEREAS**, St. Bernard Parish Government believes it to be in the best interest of the citizens of St. Bernard Parish and St. Bernard Parish Government to retain the firm of Leake & Andersson, L.L.P. to represent their interests in the above matter.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council, the Governing Authority, does hereby approve and authorize the hiring of private counsel to represent St. Bernard Parish Government solely in the case *Nicholas Connors, et al. v. James Pohlmann, et al.*, Case No. 2:15-cv-00101, USDC, Eastern District of Louisiana, and any matters related thereto.

**SECTION 2.** Compensation. The compensation shall be pursuant to the legal service fee schedule published by the Louisiana Attorney General's office.

**SECTION 3.** Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto this ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

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Extract #xx, continued  
October 5, 2021

**SECTION 4.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

**SECTION 5.** The Parish President is hereby authorized to enter into a contract for legal services in accordance with section 4-02 (b) of the Home Rule Charter.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
ROXANNE ADAMS  
CLERK OF COUNCIL

\_\_\_\_\_  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_

Parish President \_\_\_\_\_  
Guy McInnis

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Extract #xx, continued  
October 5, 2021

Returned to Clerk of the Council

\_\_\_\_\_  
Date and Time

Received by

\_\_\_\_\_

## #16

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following ordinance:

### **Summary No. 3946**

Introduced by: Administration on 9/21/21

Public Hearing held on 10/5/21

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING FIFTY MILLION DOLLARS (\$50,000,000) OF SALES TAX BONDS, IN ONE OR MORE SERIES, OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA; PROVIDING FOR THE SALE OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

**WHEREAS**, the Parish of St. Bernard, State of Louisiana (the "Issuer") is now levying and collecting a special one-half of one percent (1/2%) sales and use tax (the "1965 Tax") pursuant to an election held on July 13, 1965; and,

**WHEREAS**, the Issuer is now levying and collecting a special one-half of one percent (1/2%) sales and use tax (the "1969 Tax") pursuant to an election held on July 15, 1969; and,

**WHEREAS**, the Issuer is now levying and collecting a special one-half of one percent (1/2%) sales and use tax (the "1977 Tax") pursuant to an election held on December 7, 1976; and,

**WHEREAS**, pursuant to the authority of the aforesaid elections, the Issuer adopted ordinances on September 27, 1965, August 19, 1969, and December 23, 1976 (collectively, the "Tax Ordinance"), providing for the levy and collection of the aforesaid 1965 Tax, 1969 Tax and 1977 Tax (collectively, the "Tax"); and,

**WHEREAS**, in accordance with the provisions of the Tax Ordinance, the net avails or proceeds of the aforesaid Tax, after the reasonable and necessary costs and expenses of the collection and administration thereof have been paid therefrom (the "Net Revenues of the Tax") shall be available for appropriation and expenditure by the Issuer for the purposes designated in the propositions authorizing the levy of

Page -2-  
Extract #xx, continued  
October 5, 2021

the aforesaid Tax, which includes the payment of bonds authorized to be issued in accordance with Louisiana law; and,

**WHEREAS**, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this ordinance to provide for the issuance of not exceeding \$50,000,000 of Sales Tax Bonds of the Issuer, in one or more series, for the purpose of (i) making capital improvements, title to which shall be in the public, (ii) funding a reserve or paying the cost of a reserve fund surety, if required, and (iii) paying the costs of issuance of the Bonds, and to sell the Bonds to the purchasers thereof; and,

**WHEREAS**, after the issuance of the Bonds, the Issuer will have no outstanding bonds or other obligations of any kind or nature payable from a enjoying a lien on the Net Revenues of the Tax herein pledged, except its outstanding Sales Tax Refunding Bonds, Series 2012 (the "Outstanding Parity Bonds"); and,

**WHEREAS**, the State Bond Commission approved the issuance of the Bonds at its meeting held on August 19, 2021.

**NOW, THEREFORE, BE IT ORDAINED** by the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as the governing authority of the Parish of St. Bernard, State of Louisiana, that:

**SECTION 1.** Authorization and Sale of Bonds. This Ordinance authorizes one or more series of bonds of the Issuer to be designated "Sales Tax Bonds, Series 2021, of the Parish of St. Bernard, State of Louisiana" with any additional designation as may be required in the event the Bonds are issued in more than one series, and provided that said designation may change in the event any series of the Bonds are delivered after calendar year 2021. The Bonds shall bear interest at rates of interest per annum not exceeding 6% per annum, shall mature not later than 20 years from the date thereof, and shall become due and payable and mature on March 1 of the years and in the amounts as set forth in the Bond Purchase Agreement between the Issuer and the Underwriter (as hereinafter defined). The Bonds shall be secured by and payable from, equally with the Outstanding Parity Bonds, the Net Revenues of the Tax.

The Bonds are hereby authorized to be sold to Crews & Associates, Inc., of Little Rock, Arkansas (the "Underwriter"), and the Parish President, Council Chair or Clerk of Council of the Governing Authority (collectively, the "Executive Officers"), or



any of them, are hereby authorized to execute a Bond Purchase Agreement (or a Commitment Letter, if privately placed) in substantially the form attached hereto as **Exhibit A**, with such revisions as are appropriate or necessary, provided that the sale of the Bonds is within the parameters set forth above in this Section. Any compensation to be paid to the Underwriter is to be paid from the proceeds of the Bonds and contingent upon the issuance of the Bonds and the approval of the State Bond Commission.

The Bond Purchase Agreement may provide for the purchase of a policy of bond insurance and/or a reserve fund surety in the event any Executive Officers, on behalf of the Issuer, find and determine that the purchase of such will be of benefit to the Issuer. In such event, the Executive Officers are hereby authorized to execute all documents and agreements necessary and appropriate in connection with obtaining and securing such bond insurance or reserve fund surety.

**SECTION 2.** Preliminary Official Statement. The Issuer hereby authorizes the preparation of the Preliminary Official Statement pertaining to the Bonds and approves its use by the Underwriter in connection with the sale of the Bonds.

**SECTION 3.** Execution of Documents. 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 Ordinance.

**SECTION 4.** Effective Date. The foregoing ordinance shall take effect immediately upon its adoption.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

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Extract #xx, continued  
October 5, 2021

\_\_\_\_\_  
ROXANNE ADAMS  
CLERK OF COUNCIL

\_\_\_\_\_  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_

Parish President \_\_\_\_\_  
Guy McInnis

Returned to Clerk of the Council \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

FORM OF BOND PURCHASE AGREEMENT

\$ \_\_\_\_\_  
SALES TAX BONDS, SERIES 2021  
OF THE  
PARISH OF ST. BERNARD, STATE OF LOUISIANA

\_\_\_\_\_, 2021

Honorable Parish Council  
Parish of St. Bernard, State of Louisiana  
Chalmette, Louisiana

The undersigned, Crews & Associates, Inc., of Little Rock, Arkansas (the "Underwriter"), offers to enter into this agreement (this "Bond Purchase Agreement") with the Parish of St. Bernard, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

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

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

1. **The Bonds.** Upon the terms and conditions and the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the above-captioned bonds of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in **Schedule I** hereto (the "Purchase Price"). Such Purchase Price shall be paid at the Closing (hereinafter defined) in accordance with Section 7 hereof. The Bonds are to be issued by the Issuer, acting through the Parish Council of the Parish of St. Bernard, State of Louisiana, its governing authority (the "Governing Authority"), under and pursuant to, and are to be secured, on a complete parity with the Outstanding Parity Bonds, and payable as set forth in an ordinance expected to be adopted by the Governing Authority on November 2, 2021 (the "Bond Ordinance"). The Bonds are issued pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **Schedule II** attached hereto. [The scheduled payment of principal and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the "Insurance Policy") to be issued concurrently with the delivery of the Bonds by [Insurer] (the "Insurer").] [Furthermore, the Bonds [and the Outstanding Parity Bonds] are entitled to the benefit of a [common] debt service reserve fund in accordance with the terms of the Bond Ordinance, which [common] reserve fund is being initially funded [with cash/with bond

proceeds/via surety bond]].

2. **Establishment of Issue Price.**

[To be inserted.]

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

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

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

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

The Issuer hereby covenants that, if during the period ending on the 25<sup>th</sup> day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

5. **Additional Requirements of the Issuer and Underwriter.** The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository

within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the “new issue disclosure period” (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

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

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

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

- a. The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;
- b. The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;
- c. To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or

contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;

- d. The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;
- e. All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;
- f. The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and
- g. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter's primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

7. **Delivery of, and Payment for, the Bonds.** At 9:30 a.m., New Orleans Time, on or about November 18, 2021, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Argent Trust Company, Ruston, Louisiana (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond [Resolution/Ordinance] to be provided by the Issuer and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds for the account of the Issuer.

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

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

- a. **At the time of Closing,** (i) the Bond Ordinance shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and
- b. **At or prior to the Closing,** (i) the Underwriter shall have received each of the following:
  - (1) the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;
  - (2) a supplemental opinion of Bond Counsel in substantially the form attached as **Exhibit C** hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter;

- (3) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;
- (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) the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;
- (7) a specimen of the Bonds;
- (8) certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
- (9) [a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;]
- (10) a certificate of a duly authorized officer of the Issuer, reasonably satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such



expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

- (11) a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;
- (12) a rating letter from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, providing for the following rating(s) on the Bonds:
  - Underlying: “\_\_\_”/\_\_\_\_\_ outlook[; and
  - Insured: “\_\_\_”/\_\_\_\_\_ outlook];
- (13) other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and
- (14) executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

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

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

10. **Termination by Underwriter.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) legislation shall be enacted or favorably reported for passage to either House of the

Congress by any committee of such House to which such legislation has been referred for consideration, or such legislation shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, except as may be described in the Official Statement, (ii) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vii) any rating on the Bonds, on any of the Outstanding Parity Bonds, [or on the Insurer] is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (viii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (ix) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (x) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

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

12. **Survival of Representations.** All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of

the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

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

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

14. **Indemnification and Contribution.** (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Ordinance is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

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

(c) In case any proceeding (including any governmental investigation) shall be instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party shall promptly notify the indemnifying party against whom such indemnity may be sought in writing, and the indemnifying party

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

15. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to [Underwriter and Address].

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Very truly yours,

CREWS & ASSOCIATES, INC.

By: \_\_\_\_\_  
Title: Senior Managing Director

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

PARISH OF ST. BERNARD,  
STATE OF LOUISIANA

By: \_\_\_\_\_  
Parish President

**SCHEDULE I  
TO BOND PURCHASE AGREEMENT**

**Purchase Price**

Par Amount of Bonds	\$
Less: Underwriter's Discount (____%)	<u>(\$)</u>
<b>PURCHASE PRICE</b>	<u><u>\$</u></u>

**SCHEDULE II  
TO BOND PURCHASE AGREEMENT**

<b>MATURITY (JUNE 1)</b>	<b>PRINCIPAL AMOUNT DUE</b>	<b>INTEREST RATE</b>	<b>REOFFERING PRICE</b>
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**EXHIBIT A  
TO BOND PURCHASE AGREEMENT**

**FORM OF CERTIFICATE OF UNDERWRITER**



**EXHIBIT B  
TO BOND PURCHASE AGREEMENT**

**15c2-12 CERTIFICATE**

**EXHIBIT C  
TO BOND PURCHASE AGREEMENT**

**FORM OF SUPPLEMENTAL OPINION**

STATE OF LOUISIANA

PARISH OF ST. BERNARD

I, the undersigned Clerk of Council of the Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by said Governing Authority on October 5, 2021, authorizing the issuance of not exceeding Fifty Million Dollars (\$50,000,000) of Sales Tax Bonds, in one or more series, of the Parish of St. Bernard, State of Louisiana; providing for the sale of such bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this 5<sup>th</sup> day of October, 2021.

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Clerk of Council

**#17**

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following ordinance:

**Summary No. 3947**

Introduced by: Administration on 9/21/21

Public Hearing held on 10/5/21

**FIFTH SUPPLEMENTAL BOND ORDINANCE**

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL BOND ORDINANCE AUTHORIZING THE ISSUANCE OF UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, IN ACCORDANCE WITH THE TERMS OF A GENERAL BOND ORDINANCE ADOPTED ON APRIL 21, 2015; PRESCRIBING THE FORM, AND CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

**WHEREAS**, the Parish of St. Bernard, State of Louisiana (the "Parish") now owns and operates a combined water and sewer system (the "System") as a revenue-producing work of public improvement; and,

**WHEREAS**, on April 21, 2015, this Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish, adopted a General Bond Ordinance entitled: "A General Bond Ordinance authorizing the issuance from time to time of Utilities Revenue Bonds of the Parish of St. Bernard, State of Louisiana; prescribing the form, and certain terms and conditions of said Bonds; establishing funds and accounts relating to said Bonds; providing for the payment thereof in principal and interest including a rate covenant relating thereto; and providing for other matters in connection therewith" (the "General Bond Ordinance"), which authorizes the issuance of bonds from time to time for the purpose of paying the cost of acquiring, constructing, extending and improving the System, or refunding bonds issue for such bonds; and

**WHEREAS**, on April 21, 2015, this Governing Authority adopted a First Supplemental Bond Ordinance authorizing the issuance of not exceeding \$11,000,000 of Taxable Utilities Revenue Bonds, Series 2015 (the "Series 2015 Bonds"), for the purpose of financing the acquisition and construction of

Page -2-  
Extract #xx, continued  
October 5, 2021

improvements to the drinking water portion of the System, which bonds were sold to the Drinking Water State Revolving Loan Fund and delivered on June 25, 2015; and

**WHEREAS**, on October 6, 2015, this Governing Authority adopted a Second Supplemental Bond Ordinance authorizing the issuance of not exceeding \$10,000,000 of Taxable Utilities Revenue Bonds, Series 2015A (the "Series 2015A Bonds"), for the purpose of financing the acquisition and construction of improvements to the sewer portion of the System, which bonds were sold to the Clean Water State Revolving Fund and delivered on December 1, 2015; and,

**WHEREAS**, on January 17, 2017, this Governing Authority adopted a Third Supplemental Bond Ordinance authorizing the issuance of not exceeding \$13,000,000 of Taxable Utilities Revenue Bonds, Series 2017 (the "Series 2017 Bonds"), for the purpose of financing the acquisition and construction of improvements to the drinking water portion of the System, which bonds were sold to the Drinking Water Revolving Loan Fund and delivered on May 18, 2017; and

**WHEREAS**, on May 7, 2019, this Governing Authority adopted a Fourth Supplemental Bond Ordinance authorizing the issuance of not exceeding \$6,000,000 of Taxable Utilities Revenue Bonds, Series 2019 (the "Series 2019 Bonds"), for the purpose of financing the acquisition and construction of improvements to the sewer portion of the System, which bonds were sold to the Clean Water State Revolving Fund and delivered on June 21, 2019; and

**WHEREAS**, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501, et seq.), and other constitutional and statutory authority (the "Act"), it is the desire of this Governing Authority to provide for the issuance of \$[\_\_\_\_\_] of Utilities Revenue Refunding Bonds, Series 2021 of the Parish (the "Bonds"), for the purpose of (i) refunding the Series 2015 Bonds and (ii) paying the costs of issuance of the Bonds; and

**WHEREAS**, the Bonds, equally with the Series 2015A Bonds, Series 2017 Bonds, and Series 2019 Bonds (collectively, the "Outstanding Parity Bonds"), shall be secured by and payable from the income and revenues of the System as further provided in the General Bond Ordinance; and

**WHEREAS**, the Parish desires to fix the details necessary with respect to the issuance, sale and delivery of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided;

Page -3-  
Extract #xx, continued  
October 5, 2021

**NOW, THEREFORE, BE IT ORDAINED** by the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as governing authority of the Parish of St. Bernard, State of Louisiana, that:

**SECTION 1. Definitions.** In addition to words and terms elsewhere defined in the General Bond Ordinance and this Fifth Supplemental Bond Ordinance, the following words and terms as used in this Fifth Supplemental Bond Ordinance shall have the following meanings, unless some other meaning is plainly intended:

**"Act"** means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501, et seq.), and other constitutional and statutory authority supplemental thereto.

**"Authorized Officers"** means collectively the Parish President, Director of Finance, Council Chair and/or Clerk of Council of the Governing Authority, or such other person or persons authorized pursuant to a resolution or ordinance of the Governing Authority to act as an authorized officer of the Parish to perform any act or execute any document relating to the Series 2021 Bonds.

**"Costs of Issuance"** means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Series 2021 Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, official statements, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, initial fees of the Paying Agent, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Series 2021 Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Series 2021 Bonds, if any, and any other cost, charge or fee in connection with the original issuance of the Series 2021 Bonds.

**"Delivery Date"** means the date on which the Series 2021 Bonds are delivered to the Purchaser in exchange for payment therefor, which is expected to be November 4, 2021.

**"Fifth Supplemental Ordinance"** means this ordinance authorizing the issuance of the Series 2021 Bonds.

**"General Bond Ordinance"** means the General Bond Ordinance described in the preambles hereof.

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Extract #xx, continued  
October 5, 2021

**"Interest Payment Date"** means June 1 and December 1 of each year, commencing June 1, 2022.

**"Outstanding Parity Bonds"** means, collectively, the Parish's outstanding Taxable Utilities Revenue Bonds, Series 2015A and Taxable Utilities Revenue Bonds, Series 2017, and Taxable Utilities Revenue Bonds, Series 2019.

**"Paying Agent"** means, with respect to the Series 2021 Bonds, Argent Trust Company, in the City of Ruston, Louisiana, as paying agent and registrar hereunder, unless and until a successor Paying Agent shall have become such pursuant to the applicable provisions of the General Bond Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

**"Purchaser"** means [\_\_\_\_], the original purchaser of the Series 2021 Bonds.

**"Record Date"** shall mean, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

**"Refunded Bonds"** means the Parish's outstanding Taxable Utilities Revenue Bonds, Series 2015.

**"Series 2021 Bonds"** means the Parish's Utilities Revenue Refunding Bonds, Series 2021, authorized to be issued by this Fifth Supplemental Ordinance and particularly by Section 2 hereof in the total aggregate principal amount of [\_\_\_\_] Million Dollars (\$\_\_\_\_,000,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

## **Section 2. Authorization and Designation of Series 2021 Bonds.**

(a) In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of [\_\_\_\_] Million Dollars (\$\_\_\_\_,000,000) for, on behalf of and in the name of the Parish, for the purpose of (i) refunding the Refunded Bonds and (ii) paying the paying the Costs of Issuance of the Series 2021 Bonds, and to represent the indebtedness, this Governing Authority does hereby authorize the issuance of [\$\_\_\_\_] of Utilities Revenue Refunding Bonds, Series 2021, of the Parish. The Authorized Officers may approve a different series designation if the Series 2021 Bonds are delivered after the end of 2021 or if

it is in their sole judgment preferable to do so. The Series 2021 Bonds shall be dated the Delivery Date thereof.

(b) The Series 2021 Bonds shall be Fixed Rate Bonds and the Interest Payment Dates shall be June 1 and December 1 of each year, commencing June 1, 2022. The unpaid principal of the Series 2021 Bonds shall bear interest from the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rates set forth in Section 2(c) hereof, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date.

(c) The Series 2021 Bonds shall become due and payable and mature serially on June 1 of each year as follows:

MATURITY (June 1)	PRINCIPAL AMOUNT	INTEREST RATE
2022	\$	%
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036	—	

(d) The interest on the Series 2021 Bonds shall be payable by check of the Paying Agent or the Parish mailed to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register or, in the discretion of the Paying Agent, by wire from the Paying Agent or the Parish delivered to the Owner (determined as of the close of business on the Record Date) in accordance with wiring instructions provided by the Owner; provided, however, that principal of any Series 2021 Bond at maturity or upon earlier redemption shall be payable at the designated office of the Paying Agent upon presentation and



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surrender thereof. Each Series 2021 Bond delivered under this Fifth Supplemental Ordinance upon transfer of, in exchange for or in lieu of any other Series 2021 Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2021 Bond, and each such Series 2021 Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Series 2021 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Fifth Supplemental Ordinance unless and until a certificate of registration on such Series 2021 Bonds substantially in the form set forth in Exhibit A hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been executed, registered and delivered under this Fifth Supplemental Ordinance.

(e) The Series 2021 Bonds are callable for redemption by the Parish in full or in part at any time on or after June 1, 20[\_\_\_], 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. Series 2021 Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Series 2021 Bonds for redemption shall be given by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than fifteen (15) days prior to the redemption date or (ii) electronic transmission not later than fifteen (15) days prior to the redemption date addressed to the Owner of each Series 2021 Bond to be redeemed at his address or email address, as appropriate, as shown on the Bond Register..

(f) The Series 2021 Bonds shall be issued in fully registered form, shall be in the denominations hereinabove set forth, shall be numbered consecutively from R-1 upwards, and shall be in substantially the form attached hereto as **Exhibit A**.

(g) The appointment of Argent Trust Company, Ruston, Louisiana, as the initial Paying Agent for the Series 2021 Bonds is hereby confirmed. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by this Fifth Supplemental Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Parish.

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(h) The Series 2021 Bonds have been awarded to and sold to the Purchaser, and the acceptance of the offer attached as **Exhibit B** hereto is hereby ratified. As a condition to the delivery of the Series 2021 Bonds to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Parish, indicating it has conducted its own analysis with respect to the Series 2021 Bonds and is extending credit in the form of the Series 2021 Bonds as a vehicle for making a commercial loan to the Parish.

(i) No Reserve Account is being established for the payment of the Series 2021 Bonds as to which there would otherwise be default, and the Series 2021 Bonds shall not be entitled to the Reserve Fund or any of the Reserve Accounts therein established for the benefit of the Outstanding Parity Bonds.

(j) As a condition of the issuance of the Series 2021 Bonds, the Parish hereby binds and obligates itself to apply an amount of the proceeds derived from the issuance and sale of the Series 2021 Bonds, together with additional moneys of the Parish as may be required, as will enable the Parish to immediately redeem the principal and interest of the Refunded Bonds on the redemption date, and the Authorized Officers are hereby authorized to release existing monies from the funds established for the Refunded Bonds as necessary to effect such redemption.

Subject only to the actual delivery of the Series 2021 Bonds, the Refunded Bonds are hereby irrevocably called for redemption on or about November 4, 2021, at the principal amount thereof and accrued interest to the redemption date in compliance with the ordinance authorizing their issuance. In accordance with the ordinance authorizing the issuance of the Refunded Bonds, a notice of redemption shall be sent to the registered owners of the Refunded Bonds as the same appear on the registration books of the paying agent by means of first class mail or via accepted means of electronic communication

(k) The Series 2021 Bonds are hereby issued on a parity with the Outstanding Parity Bonds, and the Series 2021 Bonds shall rank equally with and shall enjoy complete parity of lien with the Outstanding Parity Bonds on the Net Revenues. This Governing Authority finds and determines that the parity requirements of Section 6.01(a) of the General Bond Ordinance will have been met with respect to the Series 2021 Bonds prior to the Delivery Date, and as such the Parish is not required to deliver a parity certification as provided in Section 6.01(b) of the General Bond Ordinance.

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(l) After having investigated the regularity of the proceedings had in connection with the issuance of the Series 2021 Bonds, this Governing Authority hereby determines that the same have been in all respects regular, therefore the Series 2021 Bonds shall contain the following recital, to-wit:

"It is certified that this indebtedness is authorized by and is issued in conformity with the requirements of the Constitution and statutes of Louisiana."

(m) The Authorized Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of the General Bond Ordinance and this Fifth Supplemental Ordinance, to cause the Series 2021 Bonds to be printed, to issue, execute and seal the Series 2021 Bonds and to effect delivery thereof as herein provided. In connection with the issuance and sale of the Series 2021 Bonds, the Authorized Officers are each authorized, empowered and directed to execute on behalf of the Parish such additional documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Fifth Supplemental Ordinance. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

(n) The Bonds are not being designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

(o) The Bonds are not being designated as "Build America Bonds" or any similar type of tax-advantaged bonds requiring a designation at this time.

(p) It is recognized that the Parish will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)].

(q) The Parish covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Series 2021 Bonds under the Code. The Parish 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 Series 2021 Bonds or any other funds of the Parish to be used directly or indirectly in any

manner, the effect of which would be to cause the Series 2021 Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on the Series 2021 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 or arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Series 2021 Bonds in a manner which would cause the Series 2021 Bonds to be a "private activity bond".

The Authorized Officers are hereby empowered, authorized and directed to take any and all action to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

The Authorized Officers and/or their designees are directed to establish, continue, and/or amend, as applicable, written procedures to assist the Parish in complying with various State and Federal statutes, rules and regulations applicable to the Series 2021 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 Series 2021 Bonds.

(r) The State Bond Commission approved the issuance of the Series 2021 Bonds at its meeting held on June 17, 2021.

(s) There will be no Credit Enhancement with respect to the Series 2021 Bonds.

**SECTION 3. Registration and Transfer.** The Parish shall cause the Bond Register to be kept by the Paying Agent. The Series 2021 Bonds may be transferred, registered and assigned only on the Bond Register, which such registration shall be at the expense of the Parish, and only by the execution of an assignment form on the Bonds being transferred. A new Series 2021 Bond or Series 2021 Bonds, may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Series 2021 Bond or Series 2021 Bonds after receipt of the Series 2021 Bond(s) to be transferred in proper form. Such new Series 2021 Bond or Series 2021 Bonds shall be in an authorized denomination of the same maturity and like principal. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Series 2021 Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

**SECTION 4. Cancellation of Bonds.** All Series 2021 Bonds surrendered for payment, transfer, exchange or replacement, to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Parish, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent.

**SECTION 5. Bonds Mutilated, Destroyed, Stolen or Lost.** If (1) any mutilated Series 2021 Bond is surrendered to the Paying Agent, or the Parish and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Series 2021 Bond, and (2) there is delivered to the Parish 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 Parish or the Paying Agent that such Series 2021 Bond has been acquired by a bona fide purchaser, the Parish 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 Series 2021 Bond, a new Series 2021 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 Series 2021 Bond has become or is about to become due and payable, the Parish in its discretion may, instead of issuing a new Series 2021 Bond, pay such Series 2021 Bond. Upon the issuance of any new Series 2021 Bond under this Section, the Parish 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 Series 2021 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 Parish, whether or not the mutilated, destroyed, lost or stolen Series 2021 Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Fifth Supplemental Ordinance. Any additional procedures set forth in the Agreement authorized in this Fifth Supplemental Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Series 2021 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 Series 2021 Bonds.

**SECTION 6. Parties Interested Herein.** Nothing in this Fifth Supplemental Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish, the Paying Agent and the Owners of the Series 2021 Bonds any right, remedy or claim under or by reason of this Fifth Supplemental Ordinance or any covenant, condition or stipulation

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thereof; and all the covenants, stipulations, promises and agreements in this Fifth Supplemental Ordinance contained by and on behalf of the Parish shall be for the sole and exclusive benefit of the Parish, the Paying Agent and the Owners of the Series 2021 Bonds.

**SECTION 7. No Recourse on the Series 2021 Bonds.** No recourse shall be had for the payment of the principal of or interest on the Series 2021 Bonds or for any claim based thereon or on this Fifth Supplemental Ordinance against any member of the Governing Authority or officer of the Parish or any person executing the Series 2021 Bonds.

**SECTION 8. Successors and Assigns.** Whenever in this Fifth Supplemental Ordinance the Parish is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Fifth Supplemental Ordinance contained by or on behalf of the Parish shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**SECTION 9. Severability.** In case any one or more of the provisions of this Fifth Supplemental Ordinance or of the Series 2021 Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Fifth Supplemental Ordinance or of the Series 2021 Bonds, but this Fifth Supplemental Ordinance and the Series 2021 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Fifth Supplemental Ordinance which validates or makes legal any provision of this Fifth Supplemental Ordinance or the Series 2021 Bonds which would not otherwise be valid or legal shall be deemed to apply to this Fifth Supplemental Ordinance and to the Series 2021 Bonds.

**SECTION 10. Publication.** This Fifth Supplemental Ordinance shall be published one time in the official journal of the Parish, or if there is none, in a newspaper having general circulation in the Parish. It shall not be necessary to publish the exhibits to this Fifth Supplemental Ordinance but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal.

**SECTION 11. Effective Date.** This Fifth Supplemental Ordinance shall become effective immediately.

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October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
ROXANNE ADAMS  
CLERK OF COUNCIL

\_\_\_\_\_  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_

Parish President \_\_\_\_\_  
Guy McInnis

Returned to Clerk of the Council \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

**EXHIBIT A**  
**to Fifth Supplemental Bond Ordinance**

**[FORM OF BOND]**

NO. R-[\_\_]

PRINCIPAL AMOUNT: \$[\_\_],000

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

UTILITIES REVENUE REFUNDING BOND, SERIES 2021  
OF THE  
PARISH OF ST. BERNARD, STATE OF LOUISIANA

BOND DATE  
November 4, 2021

MATURITY DATE  
June 1, 20[\_\_]

INTEREST RATE  
[\_\_]%

The **PARISH OF ST. BERNARD, STATE OF LOUISIANA** (the "Issuer"), promises to pay to:

[PURCHASER]

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 from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing June 1, 2022 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above (calculated on the basis of a 360-day year consisting of twelve 30-day months) until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for.

The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the designated office of Argent Trust Company, in the City of Ruston, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable on each Interest Payment Date 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 each Interest Payment Date) at the address as shown on the registration books of the Paying Agent or, in the discretion of the Paying Agent, by wire from the Paying Agent or the Issuer delivered to the Owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) in accordance with wiring instructions provided by the Owner.



This Bond is one of an authorized issue of Utilities Revenue Refunding Bonds, Series 2021, aggregating in principal the sum of [\_\_\_\_\_] Dollars (\$[\_\_\_\_],000) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to a General Bond Ordinance adopted by its governing authority on April 21, 2015, as supplemented by a Fifth Supplemental Bond Ordinance adopted on October 5, 2021 (collectively, the "Ordinance"), for the purpose of (i) refunding the Issuer's outstanding Taxable Utilities Revenue Bonds, Series 2015 and (ii) paying the costs of issuance of the Bonds, under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are callable for redemption by the Issuer in full or in part at any time on or after June 1, 20[\_\_\_], 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. 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 means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than fifteen (15) days prior to the redemption date or (ii) electronic transmission not later than fifteen (15) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address or email address, as appropriate, as shown on the Bond Register.

The Issuer shall cause to be kept at the designated office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Ordinance. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the 15<sup>th</sup> calendar day of the month next preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

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

The Bonds are secured by and payable as to principal and interest solely from the income and revenues of the Issuer's combined water and sewer system, as more fully described in the Ordinance (the "System"), after the payment of all reasonable and necessary expenses of operating and maintaining the System (the "Net Revenues"), and are issued on a complete parity with the Issuer's outstanding (i) Taxable Utilities Revenue Bonds, Series 2015A, (ii) Taxable Utilities Revenue Bonds, Series 2017, and (iii) Taxable Utilities Revenue Bonds, Series 2019 (collectively, the "Outstanding Parity Bonds"). Neither this Bond nor the debt it represents

constitutes an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness.

The Issuer has obligated itself pursuant to the Ordinance and by this Bond declares that all of the income and revenues to be derived from the operation of the System shall be deposited promptly as the same may be collected in a separate and special bank account known and designated as the "Utility System Fund." The Issuer has duly covenanted and obligated itself pursuant to the Ordinance and by this Bond declares that it will fix and maintain rates and collect charges for all services and facilities to be rendered by the System sufficient to provide for the payment of the reasonable and necessary expenses of operating and maintaining the System, to provide for the payment of principal and interest falling due on this Bond and all other obligations or indebtedness payable out of the revenues of the System, to provide a reserve for the payment of principal and interest on this Bond and to provide a reasonable depreciation and contingency fund to care for depreciation, extensions, additions, improvements and replacements necessary to properly operate the System.

For a complete statement of the manner in which said fund shall be maintained and administered, the provisions for payment of this Bond and the general covenants and provisions governing the issuance of this Bond, reference is hereby made to the Ordinance.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes 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 necessary to constitute the same a legal, binding and valid obligation 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, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that this Bond shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be signed in the name of the Issuer by the Parish President and attested by its Clerk of the Council, the corporate seal of the Issuer to be hereon impressed, and this Bond to be dated as of the Bond Date set forth above.



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within bond and all rights thereunder unto the following Assignee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_,  
who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Bond, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Purchaser Letter executed by the original owner of this Bond as referenced in the Ordinance.

\_\_\_\_\_, Assignee \_\_\_\_\_,  
Assignor

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \* \*

**EXHIBIT B**  
**to Fifth Supplemental Bond Ordinance**

**COMMITMENT LETTER OF PURCHASER**

[TO BE INSERTED]

STATE OF LOUISIANA

PARISH OF ST. BERNARD

I, the undersigned Clerk of Council of the Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), do hereby certify that the foregoing pages constitute a true and correct copy of a Fifth Supplemental Bond Ordinance adopted by said Governing Authority on October 5, 2021, authorizing the issuance of Utilities Revenue Refunding Bonds, Series 2021, of the Parish of St. Bernard, State of Louisiana, in accordance with the terms of a General Bond Ordinance adopted on April 21, 2015; prescribing the form, and certain terms and conditions of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 5<sup>th</sup> day of October, 2021.

---

Clerk of the Council

**#18**

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following ordinance:

**Summary No. 3948**

Introduced by: Councilmember Callais on 9/21/21

Public Hearing held on 10/5/21

AN ORDINANCE AUTHORIZING THE PARISH OF ST. BERNARD, STATE OF LOUISIANA TO PROCEED WITH A NOT TO EXCEED \$9,250,000 FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY; AUTHORIZING AND RATIFYING THE PARISH'S REQUEST OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY TO ISSUE ITS REVENUE BONDS; AUTHORIZING THE BORROWING BY THE PARISH OF THE PROCEEDS FROM THE SALE OF THE BONDS TO FINANCE QUALIFIED GOMESA PROJECTS AND PROVIDING FOR THE REPAYMENT OF AND SECURITY THEREFOR; APPROVING AND RATIFYING WITHIN CERTAIN PARAMETERS THE TERMS OF THE SALE OF THE BONDS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AND ASSIGNMENT AGREEMENT; AUTHORIZING THE FORM OF AND EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF THE BONDS AND ANCILLARY FINANCING DOCUMENTS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

**WHEREAS**, the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") was established pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 33:4548.16, inclusive) (the "Act"), to encourage public infrastructure and public works of all types, and to assist political subdivisions in constructing public works and in financing and refinancing the construction of public infrastructure and public works; and,

**WHEREAS**, the Parish of St. Bernard, State of Louisiana (the "Parish") is a participating political subdivision of the Authority in accordance with the Act; and,

**WHEREAS**, the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432, as amended and supplemented from time to time ("GOMESA"), provides for the sharing of certain revenues received by the United States government from oil and gas leasing and production in the Gulf of Mexico (the "GOMESA Revenues") with the states of Alabama, Mississippi, Louisiana and Texas and their designated political subdivisions; and,

**WHEREAS**, GOMESA authorizes GOMESA Revenues to be spent on (a) projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) mitigation of damage to fish, wildlife or natural resources; (c) implementation of a federally-approved marine, coastal or comprehensive conservation management plan; (d) mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and (e) associated planning and administrative costs (collectively, the "GOMESA Projects"); and,

**WHEREAS**, the Parish is a designated political subdivision that receives GOMESA Revenues pursuant to GOMESA; and,

**WHEREAS**, the Parish Council of the Parish of St. Bernard, State of Louisiana (the "Governing Authority"), acting as governing authority of the Parish, has determined that it is in the Parish's best interest to request the Authority to authorize, sell and issue the Authority's not to exceed \$9,250,000 Revenue Bonds (St. Bernard Parish GOMESA Project) (the "Bonds"), in one or more series, the proceeds of which will be loaned by the Authority to the Parish (the "Loan") pursuant to the provisions of a Loan and Assignment Agreement by and between the Authority and the Parish (the "Loan Agreement"), which Loan proceeds will be used by the Parish to: (i) fund qualified GOMESA Projects within the Parish, (ii) finance capitalized interest on the Bonds and (iii) pay the costs of issuance of the Bonds (collectively, the "Project").

**NOW THEREFORE BE IT ORDAINED**, by the Parish Council of the Parish of St. Bernard, State of Louisiana, acting as the governing authority of the Parish of St. Bernard, State of Louisiana, that:

**SECTION 1. Authorization**. The Parish hereby requests that the Authority authorize and issue the Authority's Revenue Bonds (St. Bernard Parish GOMESA Project) (the "Bonds"), in one or more series in an aggregate principal amount not to



exceed \$9,250,000, the proceeds of which shall be loaned to the Parish pursuant to the Loan Agreement and will be used by the Parish to finance the Project.

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Extract #xx, continued  
October 5, 2021

**SECTION 2. Terms of Bonds.** The Bonds shall be issued and sold by the Authority only as fully registered bonds in the denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Bonds shall mature not later than November 1, 2045 and shall bear interest at a rate not to exceed six percent (6%) per annum.

**SECTION 3. Sale of Bonds.** The selection by the Authority of Wells Fargo Securities, LLC (the "Purchaser") as purchaser of the Bonds is hereby acknowledged and approved by the Governing Authority, provided that the Purchaser's proposal does not exceed the parameters set forth in Section 2 above, and the Parish President and the Clerk of Council and/or the Chairman of the Governing Authority are hereby authorized to execute the Bond Purchase Agreement and other Parish Documents, as described in Section 4 hereof, in order to evidence such approval.

**SECTION 4. Approval of Parish Documents.** The form and terms of the Loan Agreement, the Bond Purchase Agreement, the Control Agreement for Deposit Account (if required), the Continuing Disclosure Certificate and all other ancillary documents (collectively, the "Parish Documents") are hereby authorized and approved in the forms approved by bond counsel. The Loan Agreement shall obligate the Parish to pay to the Authority amounts necessary from GOMESA Revenues (not to exceed 55% of the GOMESA Revenues received in each year) distributed to the Parish (the "Pledged Revenues") to allow the Authority to make principal and interest payments on the Bonds and to secure the payment thereof. The Parish does hereby irrevocably and irrevocably pledge and dedicate such Pledged Revenues in an amount sufficient for the payment of its obligations pursuant to the Loan Agreement. It is the intention of the Parish that, to the fullest extent permitted by law, this pledge shall be valid and binding from the time when it is made, that the Pledged Revenues so pledged and then or thereafter received by the Parish shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual agreements contained herein and in the Loan Agreement shall have priority over any or all other obligations and liabilities of the Parish, and that this pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Parish, irrespective of whether such parties have notice thereof. The Pledged Revenues shall be and remain pledged for the security and payment of the Bonds in principal and interest until the Bonds shall have been fully paid and discharged.

**SECTION 5. Preliminary Limited Offering Memorandum.** The execution and delivery of a Preliminary Limited Offering Memorandum and a Limited Offering

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October 5, 2021

Memorandum, in the forms approved by bond counsel and the municipal advisor, are hereby ratified and approved.

**SECTION 6. Execution of Documents; Further Authority.** The Parish President and the Clerk of Council and/or the Chairman of the Governing Authority are hereby authorized and directed to execute any and all documents and take all further action necessary or reasonably required to effect the Loan from the Authority evidenced by the Loan Agreement; to approve any changes to the Loan Agreement and all other ancillary documents approved by bond counsel, such approval to be conclusively evidenced by their execution hereof; to carry out the provisions of this Ordinance and effect the completion of the Project; and to assist the Authority in carrying out its functions in connection with the financing

**SECTION 7. Tax-Exemption of Bonds.** The Parish covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendments thereto (the "Code") to establish, maintain and preserve the exclusion from "gross income" of interest on the tax-exempt Bonds under the Code. The Parish 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 Parish 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 inclusion of interest on any 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 State of America; or (iii) use of Bond proceeds in a manner that would cause the Bonds to be "private activity bonds."

**SECTION 8. Request to the Authority.** The Authority is hereby requested to take all actions necessary to issue and sell the Bonds.

**SECTION 9. Effective Date.** This Ordinance shall become effective immediately after adoption.

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Extract #xx, continued  
October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
ROXANNE ADAMS  
CLERK OF COUNCIL

\_\_\_\_\_  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_

Parish President \_\_\_\_\_  
Guy McInnis

Returned to Clerk of the Council \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

## #19

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following ordinance:

### **Summary No. 3949**

Introduced by: Administration on 9/21/21

Public Hearing held on 10/5/21

AN ORDINANCE TO AUTHORIZE THE ENTRY INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF VETERANS AFFAIRS WITH RESPECT TO THE OPERATION AND MAINTENANCE OF A VETERANS' SERVICES OFFICE IN ST. BERNARD PARISH.

**WHEREAS**, in accordance with Section 14(C) of Article VII of the Constitution of Louisiana and La. R.S. 29:260-262 the Louisiana Department of Veterans Affairs (the "LDVA") and St. Bernard Parish Government (the "Parish") with to enter into a Cooperative Endeavor Agreement for the operation and maintenance of a Veterans' Services Office in St. Bernard Parish; and

**WHEREAS**, the St. Bernard Parish Council finds that serving the needs of veterans residing in St. Bernard Parish is a legitimate public purpose.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council hereby authorizes the Parish President to execute the Cooperative Endeavor Agreements attached hereto delineating each party's obligations with respect to the operation and maintenance of a Veterans' Services Office in St. Bernard Parish.

**SECTION 2.** Effective Date. This ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto this ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

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Extract #xx, continued  
October 5, 2021

**SECTION 3. Severability.** If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
ROXANNE ADAMS  
CLERK OF COUNCIL

\_\_\_\_\_  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President \_\_\_\_\_  
Date and Time

Received by \_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_

Parish President \_\_\_\_\_  
Guy McInnis

Page -3-  
Extract #xx, continued  
October 5, 2021

Returned to Clerk of the Council

\_\_\_\_\_  
Date and Time

Received by

\_\_\_\_\_

**#20**

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **introduce** the following ordinance:

**Summary No. 3950**

Planning Commission recommended **DENIAL** on 9/28/21

Introduced by: Administration on 10/5/21

AN ORDINANCE TO APPROVE **DOCKET Z-2021-018**, PETITION OF CHICK-FIL-A FOR A CONDITIONAL USE PERMIT IN ORDER TO OPERATE A FOOD TRUCK. PROPERTY LOCATION: 7265 W. ST. BERNARD HWY. ARABI, LA 70032.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The St. Bernard Parish Council does hereby approve **Docket Z-2021-018**, petition of Chick-Fil-A for a Conditional Use Permit in order to operate a Food Truck.

PROPERTY LOCATION: 7265 W. ST. BERNARD HWY. ARABI, LA 70032.

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

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Extract #20, continued  
October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, October 5, 2021.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 5<sup>th</sup> day of October, 2021.

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ROXANNE ADAMS  
CLERK OF COUNCIL



**#21**

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 5, 2021 AT SEVEN O'CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to **introduce** the following ordinance:

**Summary No. 3951**

Introduced by: Administration on 10/5/21

AN ORDINANCE TO ADOPT THE 2022 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** That St. Bernard Parish Annual Operating and Capital Budget for 2022 is hereby adopted as per attached in Exhibit "A".

**WHEREAS**, each department shall be treated as a separate fund for the purpose of the five percent (5%) budgetary compliance in accordance with the state law; and,

**WHEREAS**, no monies shall be moved from one fund or department without official action taken by the Parish Council; and,

**WHEREAS**, all revenues generated by a specific department shall be budgeted as a revenue within that department's specific budget.

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

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Extract #21 continued  
October 5, 2021

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 5<sup>th</sup> day of October, 2021.

#### CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, October 5, 2021.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 5<sup>th</sup> day of October, 2021.

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ROXANNE ADAMS  
CLERK OF COUNCIL