

PROCEEDINGS OF THE ST. MARTIN PARISH COUNCIL

REGULAR MEETING - MAY 1, 2017

The St. Martin Parish Council met in Regular Session convened at 5:00 P.M., Monday, May 1, 2017, Carroll J. Fuselier Meeting Room, St. Martin Parish Annex Building, 301 West Port Street, St. Martinville, Louisiana.

The meeting was called to order by Chairman Jason Willis.

The Invocation was read by Laci Laperouse, and the Pledge of Allegiance was led by Jill Hebert.

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

A motion was made by Lisa Nelson and seconded by Jill Hebert to approve the minutes of the St. Martin Parish Council Regular Meeting of April 4, 2017.

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

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

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 1st day of May, 2017.

A motion was made by Jill Hebert and seconded by Albert Menard to approve the minutes of the St. Martin Parish Council Special Meeting of April 18, 2017.

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

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

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 1st day of May, 2017.

Chairman Jason Willis stated, in order to run a more orderly and time efficient meeting, he will open public hearing and allow anyone in the audience wishing to speak on an item for public hearing a 3-minute time limit. Once audience members have spoken, he will then turn it over to Council Members, Legal Counsel and Parish President to speak, and finally close public hearing.

A motion was made by Dean LeBlanc and seconded by Jill Hebert to open the Public Hearing to obtain public comments regarding ordinances being considered for final adoption.

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

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

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 1st day of May, 2017.

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

Clerk of the Council Laci Laperouse read each Ordinance Summary. After reading Ordinance Summary No. 1176-OR {An Ordinance of the St. Martin Parish Council amending and re-enacting Section 4.15 of the Personnel Policies and Procedures Manual of St. Martin Parish Government relating to Health, Accident and Life Insurance Coverage to provide that members of the St. Martin Parish Council who are elected in the fall elections of 2019 and take office January 2020, as well as those Council Members subsequent thereto, shall be eligible to participate in the St. Martin Parish Government Group Health, Accident and Life Insurance Plan but only upon the payment by them of the entirety of the monthly premiums due and owing as a result of their participation in such plan; and otherwise to provide with respect thereto.}, a few members from the audience, namely Michael Lunsford, Mike Formeller, Charles Latiolais, Jr., Pete Delcambre and Al Greig, addressed the Council in favor of Ordinance Summary No. 1176-OR. After allowing each of the audience members time, Chairman Willis turned the floor over to the Council Members. Council Members Lisa Nelson, Jason Willis and Albert Menard stated they are not in favor of and will not vote for something that will not affect them and ultimately take away from someone else. Council Members Chris Tauzin and Dean LeBlanc feel they should be considered part-time and not receive the insurance benefit(s), as there are many part-time parish employees that cannot receive this benefit.

Council Clerk read Ordinance Summary No. 1177-OR {An Ordinance amending Chapter 19, St. Martin Parish Zoning Ordinance, Appendix D, Parish Road Zoning Data Sheets of the Code of Ordinances for the St. Martin Parish Government by: amending the zoning classification district on a portion of a road zoned in the original ordinance adopted on December 18, 1995. {**1009 John D. Hebert Drive**}}. Planning and Zoning Coordinator Heath Babineaux explained the request to rezone this property. Mr. Babineaux also mentioned the Planning Commission has approved this request.

Council Clerk read Ordinance Summary No. 1178-OR {An Ordinance of the Parish of St. Martin, State of Louisiana, recognizing the final form and execution of the Bond Purchase Agreement in connection with the issuance and sale of its General Obligation Bonds, Series 2017, and providing for other matters in connection thereto.} Jason Akers, Foley & Judell, L.L.P. addressed the Council to the process that has and will happen with issuance and sale of its General Obligation Bonds. Council Member Lisa Nelson complimented Parish President Guy Cormier, Chairman Jason Willis and Jason Akers with Foley & Judell for their hard work and attendance at the bond rating meeting which was held in New York. Parish President Guy Cormier reminded everyone the Parish received a “AA” bond rating.

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

A motion was made by Albert Menard and seconded by Jill Hebert that the Public Hearing be closed.

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

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

NAYS: None.

ABSTAIN: None.

ABSENT: None.

And the motion was declared adopted this 1st day of May, 2017.

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

ORDINANCE NO. 17-05-1176-OR

AN ORDINANCE OF THE ST. MARTIN PARISH COUNCIL AMENDING AND RE-ENACTING SECTION 4.15 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF ST. MARTIN PARISH GOVERNMENT RELATING TO HEALTH, ACCIDENT AND LIFE INSURANCE COVERAGE TO PROVIDE THAT MEMBERS OF THE ST. MARTIN PARISH COUNCIL WHO ARE ELECTED IN THE FALL ELECTIONS OF 2019 AND TAKE OFFICE IN JANUARY 2020, AS WELL AS THOSE COUNCIL MEMBERS WHO ARE ELECTED SUBSEQUENT THERETO, SHALL BE ELIGIBLE TO PARTICIPATE IN THE ST. MARTIN PARISH GOVERNMENT GROUP HEALTH, ACCIDENT AND LIFE INSURANCE PLAN BUT ONLY UPON THE PAYMENT BY THEM OF THE ENTIRETY OF THE MONTHLY PREMIUMS DUE AND OWING AS A RESULT OF THEIR PARTICIPATION IN SUCH PLAN; AND OTHERWISE TO PROVIDE WITH RESPECT THERETO.

NOW, THEREFORE, BE IT RESOLVED by the St. Martin Parish Council that Section 4.15 of the “St. Martin Parish Government Personnel Rules and Procedures”, dated April 4, 2000, and adopted May 2, 2000, is hereby amended and re-enacted to read as follows:

Section 4.15. HEALTH, ACCIDENT AND LIFE INSURANCE:

All regular full-time employees, regular part-time employees (applicable to carriers' guidelines) and elected officials of the Parish Government shall be eligible to participate in the Group Health, Accident and Life Insurance plan. Temporary full-time and temporary part-time employees are not eligible for benefits.

Group insurance coverage shall terminate at the end of the month in which the employee leaves parish employment, public official resigns, or public official is replaced by a successor. The only exception is if the terminated employee elects to continue health coverage under the provisions of COBRA as outlined by Federal Guidelines. If COBRA is elected, the terminated employee would be responsible for the cost of the entire monthly premium, which must be paid by the first of each month.

- a. Employees covered by the group insurance plan may continue coverage during authorized periods of leave with or without pay, provided said employee continues to pay his or her portion of the premium. Continuation of coverage will be in line with Federal Guidelines.
- b. (1) All employees who have retired and are receiving benefits payable under the Louisiana Parochial Employees, or Registrar of Voters Retirement Systems, are eligible to participate in the Parish's Health, Accident and Life Insurance Plan but must request said coverage at the time of retirement. Failure to do so will cancel eligibility in all of the above listed benefits.
(2) Regular full-time employees and elected public officials who are eligible for retirement and elect to retire (including disability) shall be entitled to retired group insurance coverage. Regular full-time employees and elected officials shall be eligible to participate in the Parish's Health, Accident and Life Insurance Plan provided selection of plan is made on or before applicant receives retirement benefits.
- c. Any members of the St. Martin Parish Council who are elected in the Fall Elections of 2019 and take office in January 2020, as well as Council Members who are elected subsequent thereto, shall be eligible to participate in the St. Martin Parish Government Group Health, Accident and Life Insurance Plan but must pay the entirety of the monthly premiums due and owing as a result of their participation in such plan.

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

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

And the Ordinance was declared **denied** this 1st day of May, 2017.

* * * * *

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

ORDINANCE NO. 17-05-1177-OR

AN ORDINANCE TO AMEND CHAPTER 19, ST. MARTIN PARISH ZONING ORDINANCE, APPENDIX D, PARISH ROAD ZONING DATA SHEETS OF THE CODE OF ORDINANCES FOR THE ST. MARTIN PARISH GOVERNMENT BY: AMENDING ZONING CLASSIFICATION DISTRICT ON A PORTION OF A ROAD ZONED IN THE ORIGINAL ORDINANCE ADOPTED ON DECEMBER 18, 1995. {1009 JOHN D. HEBERT DRIVE}

The Parish Council of the Parish of St. Martin does hereby ordain as follows:

SECTION I: The Parish Road Zoning Data Sheets are hereby amended to change the zoning classification district on a portion of the parish road listed below and to allow the remainder of the road to remain as classified.

<u>Road</u>	<u>Old Zoning Classification</u>	<u>New Zoning Classification</u>
John D. Hebert Drive (1009)	W-2 / A-2 (Woodland/FloodPlain Recreational Residential Uses) / (Agricultural - Field Crops Range Land)	R-3 (Multifamily Residential)

This zoning classification change is being made to allow for the operation of a tourist home at 1009 John D. Hebert Drive, Assessor's Parcel No. 1040002044. If a change in this type of business is desired in the future, the change would have to be approved by the Parish Council in the form of an amended ordinance. This zoning classification shall remain in effect only so long as the subject property remains owned by Walter Adams and/or Madeleine Cenac, or the survivor in case of the untimely death of one of them.

This Ordinance shall become effective immediately upon approval of the St. Martin Parish Council and the signature of the Parish President.

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

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

And the Ordinance was declared adopted this 1st day of May, 2017.

(Insert Ordinance No. 17-05-1178-OR)

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

ORDINANCE NO. 17-05-1178-OR

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

WHEREAS, the Parish Council of the Parish of St. Martin, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish of St. Martin, State of Louisiana (the "Issuer"), adopted an ordinance on April 4, 2017 (the "Bond Ordinance"), authorizing the issuance of \$15,000,000 of General Obligation Bonds, Series 2017, which Bonds were subsequently sold in the aggregate principal amount of \$15,000,000 (the "Bonds"), for the purposes of (i) acquiring, constructing and improving drains, canals, pumps, pumping plants, dykes, levees and other drainage works within and for the Parish, (ii) acquiring, constructing, improving and equipping parks, playgrounds, recreation centers and other recreational facilities, title to which shall be in the public, and (iii) paying cost of issuance of the Bonds, pursuant to Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, as further described in the Bond Ordinance; and

WHEREAS, the Council Clerk of the Issuer has executed the Bond Purchase Agreement as authorized by the Bond Ordinance; and

WHEREAS, a copy of the executed Bond Purchase Agreement is attached hereto as Exhibit A; and

WHEREAS, it is necessary for the Governing Authority to take other actions required in connection with the Bonds.

NOW, THEREFORE, THE ST. MARTIN PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. Confirmation of Bond Purchase Agreement. The sale of the Bonds has met the parameters set forth in the Bond Ordinance, and accordingly the terms of the Bonds contained in the Bond Purchase Agreement are incorporated herein, and the Bond Purchase Agreement is hereby accepted as executed and attached as Exhibit A hereto.

Capitalized terms used but not defined herein shall have the meaning given such terms in the Bond Ordinance.

SECTION 2. Official Statement. The Issuer hereby approves the form and content of the Preliminary Official Statement dated April 20, 2017, pertaining to the Bonds, which has been submitted to the Issuer, and hereby ratifies its prior use by the Purchaser in connection with the sale of the Bonds. The Issuer further approves the form and content of the final Official Statement dated April 26, 2017 and hereby authorizes and directs the

execution by the Executive Officers and delivery of such final Official Statement to the Purchaser for use in connection with the public offering of the Bonds.

SECTION 3. Deposit of Premium. The net premium of \$1,632,221.50 to be received by the Issuer upon the delivery of the Bonds shall be deposited in the Construction Fund established pursuant to Section 12 of the Bond Ordinance and used to pay costs associated with any purpose for which the Bonds are being issued.

SECTION 4. 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 Section.

SECTION 5. Repealing Clause. All resolutions and/or ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon adoption.

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

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

And the Ordinance was declared adopted this 1st day of May, 2017.

/s/ Laci Laperouse
Clerk of the Council

/s/ Guy Cormier
Parish President

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

BOND PURCHASE AGREEMENT

April 26, 2017

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

Ladies and Gentlemen:

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

Section 1. (a) Subject to the terms and conditions, and upon the basis of the findings, representations and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above referenced bonds (the “*Bonds*”) at the aggregate purchase price (the “*Purchase Price*”) of \$16,632,221.50 (which is the original aggregate principal amount of the Bonds of \$15,000,000.00, plus net original issue premium of \$1,744,721.50, less an underwriting discount of \$112,500.00).

(b) The Bonds are authorized under and shall be issued pursuant to Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, and other constitutional and statutory authority (collectively, the “*Act*”), and a Bond Ordinance adopted by the St. Martin Parish Council, acting as the governing authority of the Issuer (the “*Governing Authority*”), on April 4, 2017 (the “*Bond Ordinance*”). The Bonds are being issued for the purpose of (i) acquiring, constructing and improving drains, canals, pumps, pumping plants, dykes, levees and other drainage works within and for the Parish, (ii) acquiring, constructing, improving and equipping parks, playgrounds, recreation centers and other recreational facilities, title to which shall be in the public, and (iii) paying the cost of issuance of the Bonds.

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

Pursuant to the Bond Ordinance, the Bonds (a) shall be dated May 17, 2017, (b) shall be issued as fully registered Bonds, one Bond per maturity, in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof, and (c) shall bear interest from the date thereof or from the most recent interest payment date to which interest has been paid or duly provided for, such interest to be payable on March 1 and September 1 of each year, commencing March 1, 2018, until paid, at the rates per annum set forth on, and shall be payable and mature in the principal amounts and on the dates set forth on, Exhibit A attached hereto. The Bonds shall be as further described in the Official Statement (as defined in Section 3 hereof).

The Issuer has appointed Regions Bank, in the City of New Orleans, Louisiana, as paying agent and registrar for the Bonds (such capacity collectively and respectively, the “*Paying Agent*”).

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

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

Section 3. Official Statement. The Issuer has caused to be prepared a Preliminary Official Statement dated April 20, 2017 (such Preliminary Official Statement, including the cover page, the summary statement and all appendices, exhibits and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Bonds being herein referred to as the “*Preliminary Official Statement*”), which, pursuant to the Bond Ordinance, the Issuer has authorized to be circulated, and the Issuer consents, approves and ratifies the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Bonds. The Issuer hereby authorizes and approves the use and distribution by the Underwriter of an Official Statement relating to the Bonds substantially in the form of the Preliminary Official Statement, including the Appendices thereto, with only such changes therein or modifications thereof (including, without limitation, any changes in or modifications of any of the appendices, exhibits, reports or statements included therein or attached thereto) as shall have been accepted and approved by the Underwriter, which Official Statement shall have been approved by the Issuer pursuant to the Bond Ordinance and

executed on behalf of the Issuer by the Parish President of the Issuer and Chairman and Clerk of Council of the Governing Authority (such Official Statement, including the cover page, the summary statement and all appendices, exhibits, reports and statements included therein or attached thereto, all information incorporated therein by reference, and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Bonds being herein called the "*Official Statement*"). The Issuer hereby consents to the use of copies of the Official Statement, the Bond Ordinance and other pertinent documents in connection with the offering and sale of the Bonds.

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

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

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

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

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

Section 4. Subject to the terms hereof, payment and delivery of the Bonds (the "*Closing*") shall take place at 10:00 a.m., prevailing New Orleans, Louisiana Time, on May 17, 2017 (or such other time or Business Day as may be mutually agreed upon by the Underwriter and the Issuer in writing) (the "*Closing Date*") at the offices of Foley & Judell, L.L.P. in New Orleans, Louisiana (or such other place as may be mutually agreed upon by the Underwriter and the Issuer in writing). The Closing shall occur upon the due performance by the Issuer and the Underwriter of the following:

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

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

(c) The Underwriter will, upon satisfaction of the conditions in this Bond Purchase Agreement, pay the Purchase Price for the Bonds in lawful money of the United States of America by federal wire transfer in same day funds as instructed by the Issuer.

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

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

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

(b) The Issuer has duly authorized by all necessary action the approval of the Preliminary Official Statement and the Official Statement and its use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Parish President of the Issuer and the Chairman and Clerk of Council of the Governing Authority or other authorized official of the Issuer and the execution, delivery, and performance of this Agreement and other Documents to which it is a party, and no approval, authorization, consent, or other action by any governmental body (other than consents and approvals already obtained) is required in connection with the execution or performance by the Issuer of the same, and neither the execution nor the performance of any of the Documents to which it is a party shall conflict with, breach, or violate any legal or contractual requirements to which the Issuer is a party or by which the Issuer or the property of the Issuer may be subject or bound. On and as of the Closing Date, each of the Documents to which it is a party, when executed by the other parties thereto at or before the Closing Date, shall have been duly and validly executed and delivered by the Issuer, shall be in full force and effect as to the Issuer, and shall constitute the legal, valid, binding, and enforceable obligation of the Issuer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and by the application of the general principles of equity.

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

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

(e) There are no legal or governmental actions, proceedings, inquiries or investigations before or by any court, public board or body pending or, to the actual knowledge of

the Issuer, threatened against or affecting the Issuer, or to which the Issuer is a party, or of which any property of the Issuer is subject, which, if determined adversely to the Issuer would individually or in the aggregate (a) have a material adverse effect on the financial position or results of the operations of the Issuer, considered as a whole, (b) materially and adversely affect the validity or the enforceability of the collection of the Tax or the Bond Ordinance, or (c) otherwise materially or adversely affect the ability of the Issuer to comply with its obligations under the Bond Ordinance.

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

(g) The Official Statement (as amended or supplemented with the approval of the Underwriter, if the Official Statement shall have been so amended or supplemented) is as of the date hereof, and shall be as of the Closing Date true, correct and complete and does not and shall not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

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

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

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

(l) Except as disclosed in the Official Statement, to the actual knowledge of the Issuer, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Issuer, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery

of the Bonds or the collection and receipt of revenues of the Tax pledged to the payment of the Bonds or contesting or affecting, as to the Issuer, the validity or enforceability in any respect of the Bonds or contesting the powers of the Issuer, or its authority for the issuance of the Bonds or the adoption of the Bond Ordinance.

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

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

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

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

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

(3) A certificate of the Parish President and Clerk of Council of the Governing Authority or other duly authorized officer of the Issuer, dated as of the Closing Date, in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations and covenants of the Issuer herein and in the Documents are true and correct in all material respects as of the Closing Date, (b) all obligations required under or specified in this Agreement, the Official Statement and the other Documents to be performed by the Issuer on or prior to the Closing Date have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Documents to which the Issuer is a party which are to have been performed and complied with by the Closing Date, and (d) the Documents and the other agreements contemplated hereby and by the Official Statement under the

circumstances contemplated thereby and the compliance by the Issuer with the provisions thereof, the issuance of the Bonds will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;

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

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

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

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

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

(ii) executed copies of each of the Documents;

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

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

(v) a form of Specimen Bond.

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

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

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

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

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

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

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

(C) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect

that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Act, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

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

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

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

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

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

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

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

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

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

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

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

(xiii) pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Ordinance, this Agreement or any of the other Documents or contesting in any way the proceedings of the Issuer taken with respect thereto, or contesting in any way the due existence or powers of the Issuer or the title of any of the members of the Issuer to their offices, unless the Underwriter shall have received a certificate of the Parish President of the Issuer and an opinion of Bond Counsel (in each case satisfactory to the Underwriter and its counsel) to the effect that the likelihood that any such litigation would have a material adverse effect on the Issuer or would materially impair the ability of the Issuer to perform its obligations as contemplated by the Bond Ordinance and this Agreement, is remote; or

(xiv) the rating of any of the Bonds shall have been downgraded from "AA" by S&P after the date hereof, the effect of which, in the reasonable judgment of the Underwriter, is to affect materially and adversely the market prices of the Bonds; or

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

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

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

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

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

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

If, in the opinion of the Underwriter, for purposes of the Rule, the Underwriter does not retain for sale to the public any unsold balance of Bonds originally sold to the Underwriter pursuant to this Agreement, the Underwriter shall promptly notify the Issuer in writing that, in its opinion, the End of the Underwriting Period for the Bonds under the Rule has occurred on a date which shall be set forth in such notification.

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

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

Section 10. (a) To the extent permitted by applicable laws, Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members,

officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the statements contained in the 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.

(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. 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 indemnifying party possible counsel and mutually satisfactory counsel shall be agreed upon. The indemnifying party shall not be liable for any settlement of any proceeding affected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify or reimburse the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

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

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

Such addresses may be changed by notice hereunder.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Very truly yours,

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

By: Charles Stifel, Jr.

Name: Charles Stifel, Jr.

Title: Managing Director

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

PARISH OF ST. MARTIN, STATE OF
LOUISIANA

By: _____

Name: _____

Title: Council Clerk

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

Very truly yours,

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

By: _____

Name: _____

Title: _____

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

PARISH OF ST. MARTIN, STATE OF
LOUISIANA

By: Laci Laperouse

Name: Laci Laperouse

Title: Council Clerk

EXHIBIT A
To Bond Purchase Agreement

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

MATURITY SCHEDULE

<u>DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>	<u>PRICE</u>
2018	\$335,000	2.00%	100.806%
2019	\$530,000	3.00%	103.319%
2020	\$545,000	3.00%	104.640%
2021	\$565,000	3.00%	105.541%
2022	\$580,000	3.00%	105.953%
2023	\$595,000	3.00%	106.057%
2024	\$620,000	4.00%	112.027%
2025	\$645,000	4.00%	111.754%
2026	\$670,000	4.00%	111.683%
2027	\$695,000	4.00%	112.027%
2028	\$730,000	5.00%	119.665%*
2029	\$765,000	5.00%	118.718%*
2030	\$805,000	5.00%	117.780%*
2031	\$850,000	5.00%	116.944%*
2032	\$890,000	5.00%	116.206%*
2033	\$935,000	5.00%	115.566%*
2034	\$985,000	5.00%	114.929%*
2035	\$1,035,000	5.00%	114.387%*
2036	\$1,090,000	5.00%	114.027%*
2037	\$1,135,000	3.625%	97.577%

* Priced to the first par call date of March 1, 2027.

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

STATE OF LOUISIANA

PARISH OF ST. MARTIN

I, the undersigned Clerk of the Parish Council of the Parish of St. Martin, State of Louisiana (the "Governing Authority"), the governing authority of the Parish of St. Martin, State of Louisiana (the "Parish"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Governing Authority on May 1, 2017, recognizing the final form and execution of the Bond Purchase Agreement in connection with the issuance and sale of the Parish's General Obligation Bonds, Series 2017, and providing for other matters in connection thereto.

IN FAITH WHEREOF, witness my official signature on this, the 1st day of May, 2017.

Clerk of the Parish Council

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

RESOLUTION NO. 17-052-RS

WHEREAS, a contract for the Breaux Bridge Manor Drainage Improvements Project (HMGP#1786-099-0002), was awarded to low bidder, M. Matt Durand, L.L.C., in the amount of \$582,957.20; and

WHEREAS, Quality Engineering and Surveying, L.L.C. (QES) has recommended Change Order No. 2 in the amount of \$27,660.20 (increase).

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby authorize the signature of Parish President to execute Change Order No. 2 in the amount of \$27,660.20 (increase) for the Breaux Bridge Manor Drainage Improvements Project, by M. Matt Durand, L.L.C.

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

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

RESOLUTION NO. 17-053-RS

AIR QUALITY AWARENESS MONTH IN ST. MARTIN PARISH, LOUISIANA

WHEREAS, poor outdoor air quality can threaten the health of our citizens; and

WHEREAS, it is estimated that one out of every three people in the United States is at a higher risk of experiencing problems from ground-level ozone, a contributor to poor air quality; and

WHEREAS, children, people with lung disease, older adults, and people with heart disease tend to be more vulnerable to outdoor pollution, and it would be beneficial for people to learn more about the effects air quality may have on their health if they fall into one of these sensitive groups; and

WHEREAS, utilizing the Air Quality Index is simple and free of cost; and

WHEREAS, knowledge of the Air Quality Index can help protect our communities health; and

WHEREAS, the Louisiana Department of Environmental Quality, the U.S. Environmental Protection Agency and St. Martin Parish are supporting efforts to encourage citizens to utilize the Air Quality Index, understand what causes poor air quality, and make strides to improve the overall outdoor air quality.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council, in Regular Session convened this 1st day of May, 2017, does hereby proclaim the month of May 2017, as:

OFFICIAL AIR QUALITY AWARENESS MONTH IN ST. MARTIN PARISH.

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

A motion was made by Albert Menard, seconded by the entire Parish Council, and, therefore, unanimously adopted:

RESOLUTION NO. 17-054-RS

A RESOLUTION TO EXPRESS SUPPORT FOR ADEQUATE AND STABLE STATE FUNDING FOR THE LOUISIANA STATE COURT SYSTEM.

WHEREAS, the Louisiana State Court System is designed to fairly and adequately protect all the people that it serves, whether such persons are litigants or victims or involved in civil, criminal, juvenile or other such proceedings; and

WHEREAS, the funding for the operations of the Louisiana State Court System is antiquated, inadequate, unstable and unduly burdens the parish governments of this state; and

WHEREAS, adequate and stable state funding is necessary for the optimal operation of the Louisiana State Court System.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council supports adequate and stable state funding for all aspects of the Louisiana State Court System, including, but not limited, to the judiciary, prosecution, indigent defense, probation, and security personnel.

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Honorable Governor John Bel Edwards, Police Jury Association of Louisiana, and the St. Martin Parish Legislative Delegation.

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

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

RESOLUTION NO. 17-055-RS

WHEREAS, St. Martin Parish Government has enjoyed a long working relationship with St. Martin Parish Waterworks District No. 3 (Cade); and

WHEREAS, St. Martin Parish Waterworks District No. 3 (Cade) has a need for an extra employee from time to time; and

WHEREAS, St. Martin Parish Government currently has a full-time employee at the Cade Community Center; and

WHEREAS, said employee will continue working at the Cade Community Center and also assist the St. Martin Parish Waterworks District No. 3 (Cade) on an as needed basis; and

WHEREAS, St. Martin Parish Government and St. Martin Parish Waterworks District No. 3 (Cade) will share in the cost of salary and benefits of said employee at a rate of seventy-five percent (75%) St. Martin Parish Government and twenty-five percent (25%) St. Martin Parish Waterworks District No. 3 (Cade).

NOW, THEREFORE, BE IT RESOLVED by the St. Martin Parish Council that Parish President Guy Cormier be and he is hereby authorized, directed and empowered to execute an Intergovernmental Agreement between St. Martin Parish Government and the St. Martin Parish Waterworks District No. 3 (Cade).

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

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

RESOLUTION NO. 17-056-RS

WHEREAS, a contract for the LCDBG Anse La Butte Water Distribution Project, was awarded to low bidder, Teche Construction Company, Inc., with a total bid in the amount of \$712,893.20; and

WHEREAS, Dubroc Engineering, Inc. has recommended Change Order No. 3 (Administrative) in the amount of \$34,422.82 (decrease); and

WHEREAS, Change Order No. 3 (Administrative) will increase the contract time by forty-four (44) calendar days.

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby authorize the Parish President to execute Change Order No. 3 (Administrative) in the amount of \$34,422.82 (decrease) and an increase in contract time of 44 calendar days for the LCDBG Anse La Butte Water Distribution Project, by Teche Construction Company, Inc.

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

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

RESOLUTION NO. 17-057-RS

WHEREAS, a contract for the Beau Bayou Swamp Hydrologic Restoration Project, was awarded to low bidder, LeBlanc Marine, L.L.C., with a total bid in the amount of \$1,662,128.00; and

WHEREAS, Sellers & Associates, Inc. has recommended Contract Change Order No. 3 in the amount of \$305,950.80 (increase).

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby authorize the Parish President to execute Contract Change Order No. 3 in the amount of \$305,950.80 (increase) for the Beau Bayou Swamp Hydrologic Restoration Project, by LeBlanc Marine, L.L.C.

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

A motion was made by Albert Menard and seconded by Lisa Nelson that the St. Martin Parish Council does hereby extend the agenda for Resolution Summary No. 058-RS.

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

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

And the motion to extend the agenda was declared carried by unanimous vote this 1st day of May, 2017.

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

RESOLUTION NO. 17-058-RS

WHEREAS, a contract for the 24,500 GPD Wastewater Treatment Facility Project, was awarded to low bidder, Southern Constructors, L.L.C., in the amount of \$265,190.00; and

WHEREAS, Comeaux Engineering & Consulting has recommended Administrative Change Order No. 1 in the amount of \$21.00 (decrease).

NOW, THEREFORE, BE IT RESOLVED that the St. Martin Parish Council does hereby authorize the signature of Parish President to execute Administrative Change Order No. 1 in the amount of \$21.00 (decrease) for the 24,500 GPD Wastewater Treatment Facility Project, by Southern Constructors, L.L.C.

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

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

And the Resolution was declared adopted this 1st day of May, 2017.

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

SUMMARY NO. 1175-OR (Introduced by Daniel Richard, Jr., District 9)

An Ordinance providing for the adoption of Millage Rate(s) for the Tax Year 2017.

SUMMARY NO. 1179-OR (Introduced by Dean LeBlanc, District 8)

An Ordinance to amend Chapter 19, St. Martin Parish Zoning Ordinance, Appendix D, Parish Road Zoning Data Sheets of the Code of Ordinances for the St. Martin Parish Government by the Assignment/Designation of Zoning Classification District on a portion of a road, added to the Public Road System since December 18, 1995 (Original Zoning Ordinance adopted). {1251 Bordelon Road}

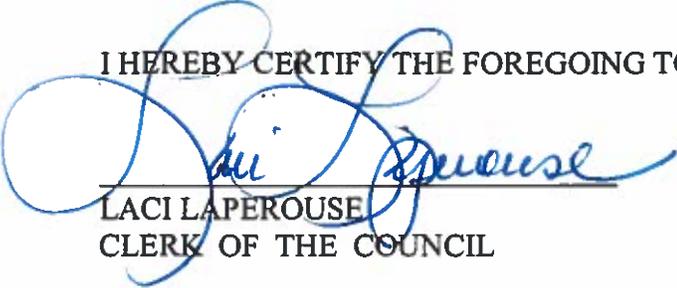
SUMMARY NO. 1180-OR (Introduced by Jason Willis, District 3)

An Ordinance to establish a policy for reimbursement of expenses for healthcare services rendered on behalf of inmates incarcerated at St. Martin Parish jail facilities and to provide for related matters.

Prior to adjournment, a general discussion not requiring Council action ensued amongst the Council Members and Parish President Guy Cormier.

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

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE:



LACI LAPEROUSE
CLERK OF THE COUNCIL