



REGULAR CITY COUNCIL MEETING

October 05, 2021 at 5:30 PM

AA Comeaux Recreation Center, 300 AA Comeaux Drive,
Suite 200, Abbeville, Louisiana 70510

AGENDA

NOTICE POSTED: October 4, 2021 at 4:00 P.M.

REGULAR ORDER OF BUSINESS

- Call to Order by Mayor
- Roll Call by Kathy Faulk
- Prayer
- Pledge

PERSONNEL

PRESENTATIONS

1. To recognize and thank Nikia Leblanc with Math Depot and Roderick "Nu" Darby with Soulful Eats for hosting a successful City-wide cleanup day-Councilwoman Roslyn White.

MINUTES AND APPROVAL OF BILLS

1. To approve the minutes from the August 27, 2021 emergency special City Council meeting, the September 2, 2021 special City Council meeting, the September 7, 2021 Committee Meeting and the September 7, 2021 regular City Council meeting.
2. To ratify bills paid in the month of September 2021.

PUBLIC COMMENTS

(To allow comments on any of the following items prior to action.)

NEW BUSINESS

1. Public hearing to receive comments from the public pertaining to an ordinance providing for the incurring of debt and issuance of Three Million Dollars (\$3,000,000) revenue bond, Series 2021, of the City of Abbeville, State of Louisiana; and providing for the matters in connection therewith. The bond will be used for the purpose of acquiring, constructing and improving recreational facilities and other works of public improvement.
2. To consider an ordinance providing for the incurring of debt and issuance of the Three Million dollars (\$3,000,000) revenue bond, series 2021, of the City of Abbeville, State of Louisiana; and providing for other matters in connection therewith. The bond will be used for the purpose of acquiring, constructing and improving recreational facilities and other works of public improvement.
3. Presentation of the 2022-2027 Capital Improvement Plan for the Airport - Ms. T. J. Savoy
4. To adopt a resolution for the Capital Improvement Plan for the Airport.
5. To approve plan change order #2 for the Rehabilitation of the Runway and Partial Taxiway project which reflects an increase of \$44,827.72 to provide new solar powered LED markers and increases the contract time by 72 days.
6. To discuss the North Hollingsworth Bridge rating - Mr. Kim Touchet.
7. To approve the quotation in the amount of \$6,175.00 from Solomon Corporation for repairing/replacing of transformers.
8. To open bids received for a Glock, model 19GEN4, 9mm caliber pistol that was seized and awarded to the Abbeville Police Department.
9. To approve the purchase of a zero-turn lawn mower for Sub 1 Fire Station from Abbeville Snapper Sales & Service at a cost of \$9,889.90.

OLD BUSINESS

1. Status report on LaFitte Park Walking Trail Project - Mr. Gene Sellers.

DEPARTMENTAL REPORTS AND UPDATES

1. Mayor
2. Police Chief
3. Fire Chief

TOPICS FOR DISCUSSION

1. Council Members

EXECUTIVE SESSION

1. To discuss pending litigation.

ADJOURN

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Mayor Mark Piazza's office at 337-893-8550, describing the assistance that is necessary.

The Mayor and Council of the City of Abbeville met in emergency special session on August 27, 2021 at 4:30 P.M., at the regular meeting place, the Council Meeting Room located at 101 North State Street, Abbeville, Louisiana, with the Honorable Mark Piazza, Mayor, presiding.

Members Present: Council Members, Francis Plaisance, Terry Broussard, Francis Touchet, Jr., Mayor Pro-Tem and Roslyn White

Members Absent: Councilman Brady Broussard, Jr.

Also, Present: Ike Funderburk, City Attorney
Jude Mire, Fire Chief
Bill Spearman, Police Chief
Allie Horton, Digital Media Assistant
Richard Primeaux, Engineer

Mayor Piazza asked for a moment of silence to ask the Lord to be merciful to all Louisianians for the approaching Hurricane Ida.

Mayor Piazza stated we are here today for an emergency special meeting. We have two items on the agenda. The first one is to declare a state of emergency as a result of Hurricane Ida. He just attended an OEP meeting and the parish has declared a state of emergency and the State declared that yesterday. It would be appropriate for us to also because we will expend costs as a result of emergency protective measures that will need to be covered.

**Plaisance/Touchet
Resolution R21-31**

A resolution authorizing a state of emergency as a result of Hurricane Ida.

The motion carried unanimously.

Mayor Piazza stated we started handing out sandbags at 7:00 AM this morning. They will continue handing out sandbags until 6:00 PM today. Tomorrow morning, they will go back and hand out more and they will continue to fill more. We have somewhere between 500-1,000 sandbags ready to go. We purchased additional bags and sand so we should have plenty. This storm does not look like it will be a rain event. According to projections, we should not get a whole lot of flooding. We have electrical crews on the way. We have secured crews from Echo and our friends from Georgia are enroute. Councilman Plaisance has already secured the rooms for the crews. Our electrical system is in good shape. We have all of our transformers that were purchased last year in place and we have the spare that is available. The switch that went out the other day has been repaired. Harvey Dubois stated that our electrical system is in the best shape it has been in years. That doesn't mean that we won't have dozens of huge oak trees falling all over the place and tearing down lines. Shelton Energy, a crew that has been working with us, is also staying on. All generators have been filled up and have been serviced. The water and sewer plants have made the necessary preparations as usual and he has met with all the supervisors. Aurriss and Paul will be on call to help the street crew. Everything at the parks have been secured. We have received a mobile generator from OEP for the lift stations to use for the

storm. Chief Spearman stated he will implement a curfew from 6 PM Sunday evening until 6 AM Monday morning. They also have chainsaws to help if needed. Chief Mire stated everything is ready to go. They now have a boat and motor as well as chainsaws if needed. Chief Spearman asked if the trash trucks would be able to pick up the debris before the storm. Mayor Piazza asked Allie to put that if anyone has loose debris in front of their house, the Police Jury will not be picking that up before the storm and it should be removed and put in a secure location.

Mr. Richard Primeaux presented the contracts for emergency debris removal. These are for Acadiana Shell, Vermilion Shell and for Primeaux, Touchet & Associates, LLC. The contracts have been changed to include FEMA requirements and insurance requirements. Each contractor will give us two crews.

**Touchet/Plaisance
Resolution R21-32**

A resolution authorizing the execution of emergency debris removal contracts and a professional services contract in connection with same.

The motion carried unanimously.

There being no further business to discuss, Mayor Piazza declared this meeting adjourned.

ATTEST:

APPROVE:

Kathleen S. Faulk
Secretary-Treasurer

Mark Piazza
Mayor

The Mayor and Council of the City of Abbeville met in special session on September 2, 2021 at 5:00 P.M., at the regular meeting place, the Council Meeting Room located at 101 North State Street, Abbeville, Louisiana, with the Honorable Mark Piazza, Mayor, presiding.

Members Present: Council Members, Francis Plaisance, Terry Broussard, Brady Broussard, Jr., and Roslyn White

Members Absent: Councilman Francis Touchet, Jr., Mayor Pro-Tem

Also, Present: Ike Funderburk, City Attorney
Bill Spearman, Police Chief
Lieutenant Jonathan Touchet
Nicholas Vincent

Mayor Piazza stated we are here tonight for a special City Council meeting to hold an executive session to interview one candidate for Police Officer and then, if appropriate, to hire a police officer for the Abbeville Police Department.

-01 introduced by Ms. Terry Broussard and seconded by Mr. Brady Broussard, Jr. to enter into executive session to conduct an interview with one candidate for the position of Police Officer with the Abbeville Police Department. The motion carried unanimously.

-02 introduced by Ms. Roslyn White and seconded by Mr. Francis Plaisance to reconvene the special meeting from executive session. The motion carried unanimously.

-03 introduced by Mr. Francis Plaisance and seconded by Mr. Brady Broussard, Jr. to approve the probational appointment of Nicholas Vincent to the position of Police Officer with the Abbeville Police Department pending successful completion of all post-hire assessments. The motion carried unanimously.

There being no further business to discuss, Mayor Piazza declared this meeting adjourned.

ATTEST:

APPROVE:

Kathleen S. Faulk
Secretary-Treasurer

Mark Piazza
Mayor

The Mayor and Council of the City of Abbeville met for a committee meeting on September 7, 2021 at 5:15 P.M., at the A. A. Comeaux Recreation Center located at 300 A. A. Comeaux Memorial Drive, Abbeville, Louisiana, with the Honorable Mark Piazza, Mayor, presiding.

Members Present: Council Members Francis Plaisance, Terry Broussard, Brady Broussard, Jr., and Roslyn White

Members Absent: Councilman Francis Touchet, Jr., Mayor Pro-Tem

Also Present: Ike Funderburk, City Attorney
Jude Mire, Fire Chief
Richard Primeaux, Engineer
Gene Sellers, Engineer

Mayor Piazza stated we are here for an Ordinance Committee meeting chaired by Councilwoman Terry Broussard. He turned the floor over to Councilwoman Broussard. Councilwoman Broussard stated we are here to amend and reenact Chapter 5-Buidlings; Article IX-Signs; Section 5-272-Attached Signs; (b)(4)(b)(2) to recalculate the size of a secondary sign on a gas station canopy. She turned the floor over to Mr. Ike Funderburk.

Mr. Funderburk stated that when we were doing the original sign ordinance there was a typo when making a determination of the square footage of the secondary sign on a canopy. We didn't discover the error until now because this is the first time we have had a request for a canopy. Hurricane Delta took down the canopy at Shop-Rite. Four square feet will not work for a sign on a canopy. He suggests that we changed that to 25 square feet.

-01 introduced by Mr. Francis Plaisance and seconded by Ms. Terry Broussard to recommend to the City Council at their next meeting to adopt an ordinance to amend and reenact Chapter 5- Buildings; Article IX-Signs; Section 5-272-Attached Signs; (b)(4)(b)(2) to recalculate the size of a secondary sign on a gas station canopy. The motion carried unanimously.

There being no further business to discuss, Mayor Piazza declared this meeting adjourned.

ATTEST:

APPROVE:

Kathleen S. Faulk
Secretary-Treasurer

Mark Piazza
Mayor

The Mayor and Council of the City of Abbeville met in regular session on September 7, 2021 at 5:30 P.M., at the A. A. Comeaux Recreation Center, located at 300 A. A. Comeaux Memorial Drive, Suite 101 North State Street, Abbeville, Louisiana, with the Honorable Mark Piazza, Mayor, presiding.

Members Present: Council Members, Francis Plaisance, Brady Broussard, Jr., Terry Broussard, Jr., and Roslyn White

Members Absent: Councilman Francis Touchet, Jr., Mayor Pro-Tem

Also, Present: Ike Funderburk, City Attorney
Jude Mire, Fire Chief
Bill Spearman, Police Chief
Lieutenant Jonathan Touchet
Lee Schexnaider, Wastewater
Gene Sellers, Engineer
Richard Primeaux, Engineer

Mayor Piazza asked Councilman Francis Plaisance to lead those assembled in prayer. Councilman Plaisance requested a moment of silence for the victims of Hurricane Ida and then followed the moment of silence was followed by reciting the Lord's Prayer in unison. Mayor Piazza asked Councilwoman Terry Broussard to lead the assembly in the Pledge of Allegiance.

Mayor Piazza stated that the first item was to recognize Megan Pearson Bertrand and Brad Pearson for their artistic work on the splashpad at Comeaux Park but Ms. Bertrand was feeling under the weather and could not be here tonight so we will recognize her at a later meeting.

-01 introduced by Mr. Brady Broussard, Jr. and seconded by Ms. Roslyn White to approve the minutes from the August 3, 2021 Committee meeting and the July 20, 2021, August 3, 2021 and August 17, 2021 regular City Council meetings. The motion carried unanimously.

-02 introduced by Mr. Francis Plaisance and seconded by Ms. Roslyn White to ratify bills paid in the month of August 2021. The motion carried unanimously.

-03 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Francis Plaisance to amend the agenda to change new business item number 11 to read as follows: To adopt a resolution authorizing the Mayor to execute a purchase agreement with the owners of the property located at 303 Joffre Street for the full sum of \$80,000.00, of which \$10,000.00 shall be paid upon the execution of the purchase agreement, with the balance payable upon the execution of the cash deed. The closing shall be on or before January 15, 2022. The motion carried unanimously.

Mayor Piazza asked if there were any public comments on any of the agenda items prior to action. There were none.

-04 introduced by Ms. Terry Broussard and seconded by Ms. Roslyn White to award the contract for the McKinley Scott Park pavilion concrete slab to Magnate Construction, LLC in the amount of \$69,000.00. The motion carried unanimously

Mayor Piazza stated this part of the project was not added to the 2021 budget because we had to wait to see if we would receive any reimbursement for the two hurricanes last year. We recently received about \$500,000.00 as part of an insurance settlement for the two hurricanes. We still have not received all the reimbursements from FEMA however. FEMA is slowly reimbursing us a few dollars at a time. We will need to amend the budget for the concrete slab project at McKinley Scott pavilion. He checked with Gene Sellers today and the money we have budgeted for the Streetscape Project is not going to happen this year. That frees up about \$130,000.00 which is about what we will pay for the elevation and the slab of the McKinley Scott pavilion. So, the money is actually budgeted but it is in a different place. We will move the money budgeted for the Streetscape Project to McKinley Scott Park. We will reallocate the funds for the Streetscape project in next year's budget.

-05 introduced by Ms. Terry Broussard and seconded by Mr. Brady Broussard, Jr. to amend the 2021 budget to move \$130,000.00 from the City Sales Tax Fund general ledger line item 422610-Streetscape project to general ledger line item 453600-McKinley Scott Park Capital Outlay. The motion carried unanimously.

-06 introduced by Mr. Francis Plaisance and seconded by Ms. Terry Broussard to award the contract for the Wastewater Treatment Plant generator repair to MMR in the amount of \$5,240.00. The motion carried unanimously.

-07 introduced by Mr. Francis Plaisance and seconded by Ms. Roslyn White to approve the quotation from Bihm Construction of \$5,000.00 per day for the sewer main repair at John Hardy and E. Lafayette Street. The motion carried unanimously.

Mr. Lee Schexnaider reported the repair had been completed today. It only took one day.

-08 introduced by Mr. Brady Broussard, Jr. and seconded by Ms. Terry Broussard to approve the quote from Griner Drilling to repair one pump at the Washington Sewer Lift Station in the amount of \$9,635.00. The motion carried unanimously.

-09 introduced by Mr. Francis Plaisance and seconded by Ms. Terry Broussard to approve the accounting of the 2020 Tax Roll. The motion carried unanimously.

-10 introduced by Mr. Francis Plaisance and seconded by Mr. Brady Broussard, Jr. to award the contract, from quotes received, for the Rehabilitation of the Lime Sludge Thickener Unit for the Water Treatment Plant to Southern Constructors, LLC in the amount of \$186,742.00. The motion carried unanimously.

Mayor Piazza asked if the ARPA funds could be used to pay for this repair. Mr. Gene Sellers stated it could be used and we will also apply for additional grant funds through the Water Section Program and the Capital Outlay program. Mayor Piazza added that the State was also awarded ARPA funds and they have decided to give some of their money to municipalities for water and wastewater improvements. That way if we get those additional grants, we can put up the match instead of paying for the entire repair ourselves.

-11 introduced by Mr. Francis Plaisance and seconded by Ms. Terry Broussard to authorize Sellers and Associates, Inc. to prepare the Water Sector Program application on behalf of the City of Abbeville. The motion carried unanimously.

White/T. Broussard
Resolution R21-33

A resolution authorizing the Mayor to execute an intergovernmental agreement between the City of Abbeville, the Vermilion Parish Police Jury and the Coulee Kinney Drainage Board for Sellers and Associates, Inc. to conduct a drainage study for Allen Alexander and the adjacent unincorporated island #2.

The motion carried unanimously.

Councilman Broussard stated that the Council is the legislative body of the City and it is their responsibility to tweak and strengthen ordinances when necessary. Right now, we have more garbage, more rubbish, more tall weeds, more tires in the ditches, more broken windows, more blue tarps and other things. City employees have spoken to him to see if we can keep these enforcements moving. Letters go out and the City waits, and waits and waits. The good neighbors of these offenders, are tired of waiting and our employees would like to see if we could have consequences for the non-compliant property owners. We do have consequences and those probably worked in 1972. This is not society today. He hopes that the Ordinance Committee can work with Ike to see what we can do to strengthen our ordinances for this so there is more compliance. Councilwoman Broussard stated she is with Councilman Broussard on this. The problem is when you can't identify who did the illegal dumping. We need to find a way to tweak that. Councilman Broussard stated that we hit brick walls and obstacles and we can't trample on the Constitutional rights. The constitutional right does not include tires blocking our drainage, houses torn down and pushed to the street and etc. Councilman Plaisance stated that constitutional rights do not allow you to be a pig. There are people who bring garbage into the City and deposit it. He called the police department the other day because he saw an elderly gentleman and his son unloading trash by the side of the road. He also saw a trailer full of trees being deposited into the City. It is a mindset where people don't have to pride in the City. There needs to be consequences. Councilman Broussard asked Ike to work with the Ordinance Committee and report back to the Council some time in October. Councilman Plaisance asked Chief Spearman if they can charge someone for illegal dumping. Chief Spearman stated sometimes yes and sometimes no. Councilwoman White asked if a witness calls in something and has the license plate number if that is enough to press charges. Chief Spearman stated if the witness is willing to sign a statement and come to court to testify. Mr. Funderburk stated that is one of the major problems. No one wants to spend any of their precious time waiting in court for something to go on trial. Every Wednesday it is a battle for him to have witnesses for the cases that are being tried. People don't want to come to court or they can't be served. You have to have live testimony. Mayor Piazza asked if the additional cameras would help. Mr. Funderburk stated he would love to have that for every case along with the testimony of someone. The camera alone has issues regarding getting it into evidence. If we can prosecute, we will. If we have the case that we can make, we will prosecute. The existing ordinance already provides for misdemeanor penalties on this. Misdemeanor penalties have gone up in the last five years. We can make that change. Councilman Broussard stated that it is so bad that the contractors are now not taking the jobs for fear of their safety. Our good citizens don't deserve that. We are tasked with getting a stronger ordinance for things like that.

-12 introduced by Ms. Roslyn White and seconded by Mr. Brady Broussard, Jr. to surplus a seized Glock, Model 19Gen4, 9mm pistol, awarded to the Abbeville Police Department. The firearm will only be sold by sealed bids and to FFL dealers only. The motion carried unanimously.

White/Plaisance
Resolution R21-34

A resolution authorizing the Mayor to execute a purchase agreement with the owners of the property located at 303 Joffre Street for the full sum of \$80,000.00, of which \$10,000.00 shall be paid upon the execution of the purchase agreement, with the balance payable upon the execution of the cash deed. Closing shall be on or before January 15, 2022.

The motion carried unanimously.

Mayor Piazza stated that we had originally budgeted \$16,000.00 in the 2021 budget to purchase additional property near LaFitte Park. We did not need to use that because the DeGrauw family donated that property to the City. Chief Jude stated the property is next to the fire station and will allow the addition of another driveway and additional parking.

Richard Primeaux, Engineer

- *At the end of September, we will be near the end of the 45-day lien period for the drainage project.*
- *The rotor project at the Wastewater Treatment Plant is basically ready and he is waiting for Lee Schexnaider to review the plan.*

Mayor Mark Piazza

- *We dodged a very serious storm. There are a lot of people without electricity. It is a very serious situation. Some of them don't have a lot of food to eat. There is a gasoline shortage right now too. He spoke to his nephew who works for St. Mary Magdalen Church and he and a big group went down on Saturday and helped out with trimming trees and cleaning up debris and other things. He had also done this for Hurricane Laura last year. He told him that the destruction from Ida is worse than Laura. Mayor Piazza's good friend in Grand Isle has been sleeping on his front porch for two weeks. They don't have gasoline to fill up generators. Their generators were damaged by the salt water and salt air so most of them are not operable. There is no water, no fuel, no electricity and no sewer. They are living on sandwiches and bottled water. Mayor Piazza stated he is supposed to hear from Patrick Duhon tomorrow to see if he thinks the fuel shortage problem is improving. His station on Charity was open today. He has also guaranteed him that our emergency personnel will have fuel at his station. He has shut down the sale of fuel to the general public so he could reserve fuel for the first responders. He has enough fuel for them for one week. We will be rationing fuel at the City Barn. We normally go through one-half of the tank in a week. We still have three quarters of the tank. We are in good shape with the fuel we have in stock and Jude and Pat are letting our first responders fill up at their station.*

Bill Spearman, Police Chief

- *Distributed a breakdown of types of calls the department has responded to in the last two weeks. They had 586 calls.*
- *He has 9 people out on sick leave.*

Jude Mire, Fire Chief

- *Distributed a breakdown of types of calls the department has responded to in the last two weeks. They ran 108 calls*
- *There is a broken garage door at the station on Maude.*
- *The aerial truck is still in the shop. It has been there 3 weeks.*

- They received an AFT Grant in the amount of \$53,000.00. They will purchase an air compressor that will fill up their air bottles.
- We received a Centerpoint Energy grant. We purchased 6 thermal imagers. When they go into a house fire, they can use this to find people. They can see a person through the smoke.
- The new boat is outside for everyone to view.

Councilwoman Roslyn White

- The Hollingsworth Street overlay is about halfway done. The project is going well.
- The street overlay at the R V Park may begin as early as this week.
- The next street overlay project she is looking at is overlaying the beginning of Graceland.

Councilman Francis Plaisance

- He has been working with Kenny Patton with ARC. They want to set up a large facility here and we tried to work on the old Schwegmann building but that is a problem that I can't seem to break through. We went from there to the old Bay City Ford location and he thought it was going to work because they offered them \$1,000,000.00 and they agreed then changed their minds and upped the price. Now, they are interested in the property directly across the street from John Craig Texaco. They want the whole front but that part belongs to the City so they would have to lease that from us. He spoke to the Mayor about that. They will approach the Council to lease only the entrance to the property. Councilman Broussard stated there is a precedent for that. Other businesses on the By-pass do lease property from us for their driveways. Mr. Funderburk stated he has communicated with Mr. Patton and he informed him that we do not have sewer lines on that property they are interested in. That would cause an additional expense for them. Councilman Broussard stated that he had told Mr. Patton the same thing. He also told him that Sassy Suds paid to bring sewer to their business. Mayor Piazza asked Mr. Gene Sellers if the line would be large enough or deep enough from Sassy Suds. Mr. Sellers stated that he would have to research that.

Councilman Brady Broussard, Jr.

- Asked what is the status of the LCDBG street overlay program? Mayor Piazza stated that it was eliminated. Mr. Sellers agreed that there are none now. Mayor Piazza stated that most awards are for water and sewer projects. Street overlays score very poorly. We can only apply for CDBG funds every other year. We will, supposedly, be able to use the Federal Infrastructure bill funds for street overlays according to Senator Bill Cassidy. Councilman Broussard stated that street overlays are desperately needed.

There being no further business to discuss, Mayor Piazza declared this meeting adjourned.

ATTEST:

APPROVE:

Kathleen S. Faulk
Secretary-Treasurer

Mark Piazza
Mayor

CHECK

REGISTERS

ALL FUNDS

SEPTEMBER 2021

ACCOUNTS PAYABLE CHECK REGISTER

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
75671	9/07/21	UTILITY BILLS	15,145.01
75672	9/07/21	UTILITY BILLS	2,111.48
TOTALS			17,256.49

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ACCOUNTS PAYABLE CHECK REGISTER

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
75673	9/09/21	NORRIS BAUDOIN	290.00
75674	9/09/21	ROLAND BRAILEY	355.00
75675	9/09/21	DON'S LAWN SERVICE	10,708.33
75676	9/09/21	MYRA'S LAWN SERVICE	2,400.00
75677	9/09/21	RUSSELL'S LAWN SERVICE	3,200.00
75678	9/09/21	FELICIA THIBEAUX	220.00
TOTALS			17,173.33

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ACCOUNTS PAYABLE CHECK REGISTER

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
1	75680	9/16/21 THE ABDA GROUP	1,064.45
2	75681	9/16/21 AQUATIC INTERACTIVE	761.23
3	75682	9/16/21 AT&T	110.13
4	75683	9/16/21 AT&T	920.00
5	75684	9/16/21 CHEVRON/WEX BANK	540.05
6	75685	9/16/21 NOVATECH, INC	66.85
7	75686	9/16/21 COX BUSINESS	1,300.96
8	75687	9/16/21 CINTAS CORPORATION LOC 543	1,469.15
9	75688	9/16/21 DARNALL SIKES & FREDERICK	2,750.00
10	75689	9/16/21 DEHART SHIPYARD INC	1,050.00
11	75690	9/16/21 DELTA INDUSTRIAL SRV & SUPPLY	4,494.00
12	75691	9/16/21 LUKE DESHOTELS CONSTRUCTION	2,400.00
13	75692	9/16/21 DPC ENTERPRISES, L. P.	4,389.50
14	75693	9/16/21 ENTERGY	1,678.66
15	75694	9/16/21 CENTERPOINT ENERGY	250.93
16	75695	9/16/21 FOREMOST PROMOTIONS	1,416.60
17	75696	9/16/21 GENERAL LABATORIES	189.32
18	75697	9/16/21 IBERIA RENTAL SERVICE INC	606.00
19	75698	9/16/21 IPFS CORPORATION	13,093.46
20	75699	9/16/21 KAPTEL	5,294.18
21	75700	9/16/21 LA DEPT OF PUBLIC SAFETY	450.00
22	75701	9/16/21 LA MUNICIPAL RISK MGMT AGENCY	19,467.53
23	75702	9/16/21 LIFELINE	45.71
24	75703	9/16/21 LOWES BUSINESS ACCOUNT	575.51
25	75704	9/16/21 L W C C	79,608.11
26	75705	9/16/21 MAGNOLIA PLANTATION WATER	18.63
27	75706	9/16/21 METTLER TOLEDO INC	592.06
28	75707	9/16/21 MUSIC MOUNTAIN	96.00
29	75708	9/16/21 NERC	1,169.83
30	75709	9/16/21 OFFICE MART	1,498.33
31	75710	9/16/21 OFFICE MART	1,185.28
32	75711	9/16/21 KAPTEL	119.40
33	75712	9/16/21 RALPH'S INDUSTRIAL	119.18
34	75713	9/16/21 DEHART'S WELDING & FABRICATING	152.18
35	75714	9/16/21 SELLERS & ASSOC INC	14,801.25
36	75715	9/16/21 S L E M C O	139.67
37	75716	9/16/21 SOUTH SIDE TOWING LLC	520.80
38	75717	9/16/21 SOUTHWOOD	2,975.40
39	75718	9/16/21 TOSHIBA FINANCIAL SERVICES	276.14
40	75719	9/16/21 TOTAL SAFETY U. S., INC	515.00
41	75720	9/16/21 UTILITY BILLS	14,663.37
42	75721	9/16/21 UTILITY BILLS	1,531.03
43	75722	9/16/21 UTILITY BILLS	6,836.68
44	75723	9/16/21 UTILITY BILLS	4,221.47
45	75724	9/16/21 UTILITY BILLS	68.83
46	75725	9/16/21 VERIZON WIRELESS	1,832.26
47	75726	9/16/21 VERIZON BUSINESS	53.65
48	75727	9/16/21 VERIZON WIRELESS (POLICE)	3,454.08
49	75728	9/16/21 WALMART COMMUNITY CARD	2,035.74
50	75729	9/16/21 WEICHEM, INC	5,533.60
51	75730	9/16/21 HANCOCK WHITNEY BANK	5,357.78
52		TOTALS	213,759.97

ACCOUNTS PAYABLE CHECK REGISTER

APGL16 PAGE

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
75731	9/22/21	ABBEVILLE ELECTRIC SUPPLY INC	7,385.70
75732	9/22/21	ABBEVILLE HARDWARE STORE INC	2,719.88
75733	9/22/21	ABBEVILLE HARDWARE STORE INC	80.64
75734	9/22/21	ABBEVILLE MERIDIONAL INC	1,101.76
75735	9/22/21	ABBEVILLE MERIDIONAL INC	1,319.88
75736	9/22/21	ABBEVILLE MERIDIONAL INC	310.00
75737	9/22/21	ABBEVILLE UPHOLSTERY	140.00
75738	9/22/21	ABELL & SON INC.	3,006.78
75739	9/22/21	TRUMAN ABSHIRE BODY	3,222.37
75740	9/22/21	ACADIAN HYDROJET & SOFTWASH	700.00
75741	9/22/21	ACADIANA SHELL INC	124.26
75742	9/22/21	ACADIANA DCJRF SOUTH LLC	530.05
75743	9/22/21	ACTION SPECIALITIES LLC	294.53
75744	9/22/21	ARC OF ACADIANA	150.00
75745	9/22/21	ARSEMENT & HAYES, LLC	639.00
75746	9/22/21	AT&T	115.64
75747	9/22/21	ABBEVILLE AUTO PAINT & BODY	4,749.51
75748	9/22/21	AUTOMATION SERVICE & CONTROLS	800.00
75749	9/22/21	AUTOZONE	40.08
75750	9/22/21	ROLAND BRAILEY	1,310.00
75751	9/22/21	BRASSEUX'S HARDWARE	590.76
75752	9/22/21	BRASSEUX'S HARDWARE	155.60
75753	9/22/21	BROUSSARD PEST CONTROL	225.00
75754	9/22/21	C & S SAFETY SYSTEMS INC	1,310.40
75755	9/22/21	CARMEUSE LIME SALES CORP	8,106.90
75756	9/22/21	CHAMPAGNES OF ABBEVILLE	1,008.20
75757	9/22/21	COMTECH SYSTEMS OF LA, LLC	706.25
75758	9/22/21	CLERK OF COURT	1,840.00
75759	9/22/21	COMMUNITY COFFEE SERVICE CO	506.50
75760	9/22/21	CMA	150.00
75761	9/22/21	CONTROL DEVICES INC	16,565.35
75762	9/22/21	CUSTOM ENVIRONMENTAL	13,060.97
75763	9/22/21	THE DAILY IBERIAN	467.50
75764	9/22/21	DEHART SHIPYARD INC	114.50
75765	9/22/21	DOGGETT MACHINERY SRV	645.52
75766	9/22/21	DPC ENTERPRISES, L. P.	200.00
75767	9/22/21	DATA SUPPORT CO. INC	393.90
75768	9/22/21	DUHON BROS OIL CO INC	22,909.68
75769	9/22/21	D V L ELECTRIC WORKS INC	4,929.60
75770	9/22/21	ELEMENT MATERIALS TECHNOLOGY	1,616.00
75771	9/22/21	EAGLE PEST CONTROL	175.00
75772	9/22/21	EVENT SOLUTIONS	390.00
75773	9/22/21	EVANGELINE SPECIALTIES INC	682.86
75774	9/22/21	F & R AIR CONDITIONING INC	85.00
75775	9/22/21	FLEURIET AUTOMOTIVE SERVICE	20.45
75776	9/22/21	GANNETT NEWSPAPERS OF	1,249.95
75777	9/22/21	GASPARD AUTO REPAIR & WRECKER	742.14
75778	9/22/21	GLENN LEGE CONST INC	196.00
75779	9/22/21	GRINER DRILLING SERVICE INC	10,087.20
75780	9/22/21	GUIDRY'S UNIFORM INC	506.96
75781	9/22/21	GULF STATES DISTRIBUTORS	2,448.00
75782	9/22/21	AROSS BROWN	425.00
75783	9/22/21	HERCULES INDUSTRIES, INC	121.67

ACCOUNTS PAYABLE CHECK REGISTER

APGL16 PAGE

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT	
1	75784	9/22/21	HIDCO	13,194.60
2	75785	9/22/21	HO-PAK LABORATORY INC	2,045.00
3	75786	9/22/21	HO-PAK LTD.	509.50
4	75787	9/22/21	INTEGRITY SUPPLY, LLC	1,255.80
5	75788	9/22/21	ABBEVILLE SNAPPER SALES	3,460.91
6	75789	9/22/21	JENCO INSTRUMENTS INC	109.08
7	75790	9/22/21	JIM'S TIRE SERVICE INC	1,145.91
8	75791	9/22/21	JOHNSON'S REPAIRS & SERVICE LL	558.21
9	75792	9/22/21	K & J SUPPLIES, LLC	670.92
10	75793	9/22/21	LOUISIANA TRAVEL ASSOCIATION	575.00
11	75794	9/22/21	LAFAYETTE LOCKSMITH SERVICE IN	240.00
12	75795	9/22/21	WINSUPPLY	8,247.80
13	75796	9/22/21	LET US ANSWER	440.76
14	75797	9/22/21	LOUISIANA ONE CALL, INC	164.44
15	75798	9/22/21	MEDXCEL OCCUPATIONAL MEDICINE	100.00
16	75799	9/22/21	MELE PRINTING COMPANY, LLC	3,973.44
17	75800	9/22/21	MELLO JOY COFFEE CO LLC	189.50
18	75801	9/22/21	MINVIELLE LUMBER CO INC	227.02
19	75802	9/22/21	MISSION COMMUNICATIONS LLC	910.80
20	75803	9/22/21	MMR GROUP, INC.	1,046.75
21	75804	9/22/21	MOBILE MONITORING	339.80
22	75805	9/22/21	MUNICIPAL EMERGENCY SERVICES	3,945.00
23	75806	9/22/21	NAT'L WELDING SUPPLY INC	124.22
24	75807	9/22/21	NAV-TEL SERVICES, LLC	950.00
25	75808	9/22/21	OFFICE MART	70.47
26	75809	9/22/21	O'REILLY AUTOMOTIVE INC	637.84
27	75810	9/22/21	PELSTAR MECHANICAL SERVICES LL	6,337.48
28	75811	9/22/21	PIAZZA OFFICE SUPPLY	89.98
29	75812	9/22/21	PITT STOP 9 MIN OIL CHANGE	404.75
30	75813	9/22/21	PREMIER WIRELESS	818.00
31	75814	9/22/21	PRIMEAUX TOUCHET & ASSOC LLC	9,733.87
32	75815	9/22/21	THE LEGAL NEWS	110.00
33	75816	9/22/21	PUPIE'S AUTO REPAIR	1,262.34
34	75817	9/22/21	REPUBLIC WHOLESALE CO INC	1,135.84
35	75818	9/22/21	S & V SERVICE, LLC	11,157.50
36	75819	9/22/21	SELLERS & ASSOC INC	2,385.00
37	75820	9/22/21	SHARP ELECTRONICS CORPORATION	343.40
38	75821	9/22/21	SHELTON ENERGY SOLUTIONS	32,400.00
39	75822	9/22/21	S L E M C O	409.00
40	75823	9/22/21	SOUTHERN SCREEN & DYE INC	733.00
41	75824	9/22/21	S P I MUNICIPAL SUPPLY INC	4,949.14
42	75825	9/22/21	SPECIAL T ICE COMPANY INC	292.50
43	75826	9/22/21	THE SPORTSMAN	8,414.64
44	75827	9/22/21	ST MARTIN PARISH TRAINING	1,000.00
45	75828	9/22/21	TECHLINE LTD	5,647.38
46	75829	9/22/21	TERMINIX SERVICES	349.00
47	75830	9/22/21	TERRY'S DIESEL REPAIR & SALES	3,859.95
48	75831	9/22/21	FELICIA THIBEAUX	515.00
49	75832	9/22/21	THIBODEAUX TOWN & COUNTRY	921.73
50	75833	9/22/21	THOMSON REUTERS WEST	525.00
51	75834	9/22/21	NI WELDING SUPPLY, LLC	34.37
52	75835	9/22/21	TYDENBROOKS LOCKBOX #88124	3,283.22
53	75836	9/22/21	UBEO LLC	276.12

ACCOUNTS PAYABLE CHECK REGISTER

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
75837	9/22/21	U S A BLUE BOOK	4,031.11
75838	9/22/21	VERMILION JANITORIAL &	2,087.65
75839	9/22/21	VERMILION SHELL CO INC	587.00
75840	9/22/21	WASTE CONNECTIONS BAYOU, INC	333.50
75841	9/22/21	ZEE MEDICAL SERVICES	154.59
		TOTALS	271,287.73

CHECK NO. DATE C/L DESCRIPTION CHECK AMOUNT

29068	9/03/21	LAURA FREDERICK	391.66
29070	9/01/21	ACCOUNTS PAYABLE	68,543.50
29071	9/01/21	PARK & RECREATION FUND	8,334.00
29072	9/01/21	RANDALL ABSHIRE	1,000.00
29073	9/02/21	SPOTLESS CLEANING SYSTE	1,400.00
29074	9/02/21	PAYROLL FUND	1,683.07
29075	9/02/21	PAYROLL FUND	31.21
29076	9/02/21	PAYROLL FUND	50,864.11
29077	9/03/21	ROSLYN WHITE	382.75
29078	9/03/21	LAPORTE APPRAISAL SERVI	500.00
29079	9/07/21	JOSIAH ATKINS	391.01
29080	9/07/21	ACCOUNTS PAYABLE	2,648.23
29081	9/07/21	PAYROLL FUND NOW	27,856.05
29082	9/07/21	PAYROLL FUND NOW	315.64
29083	9/08/21	MUN EMPLOYEES RETIREMEN	4,963.58
29084	9/08/21	MUN EMPLOYEES RETIREMEN	8,313.75
29085	9/09/21	PAYROLL FUND	163,066.76
29086	9/09/21	ACCOUNTS PAYABLE	17,173.33
29087	9/10/21	ACCOUNTS PAYABLE	49,400.00
29088	9/17/21	LAURA FREDERICK	391.66
29089	9/13/21	PAYROLL FUND NOW	1,027.42
29090	9/13/21	PAYROLL FUND NOW	1,101.80
29091	9/14/21	CIGNA	49.70
29092	9/15/21	RANDALL ABSHIRE	1,000.00
29093	9/15/21	SPENCER VAUGHN	88.35
29094	9/16/21	PAYROLL FUND	1,699.31
29095	9/16/21	PAYROLL FUND	48.12
29096	9/16/21	PAYROLL FUND	42,585.78
29097	9/16/21	FIREFIGHTERS' RETIREMEN	49,713.49
29098	9/16/21	ACCOUNTS PAYABLE	125,731.67
29099	9/17/21	EMPLOYEE HEALTH INSURAN	26,250.00
29100	9/22/21	JARED RUFFIN	119.40
29101	9/22/21	ACCOUNTS PAYABLE	83,133.94
29102	9/22/21	DANIEL GLENN RICHARDSON	160.00
29103	9/23/21	PAYROLL FUND	153,987.25
29104	9/24/21	EMPLOYEE HEALTH INSURAN	75,000.00
29105	9/27/21	CITY SALES TAX	463.00
29107	9/28/21	JARED RUFFIN	104.88
29108	9/29/21	VERMILION CHAMBER OF CO	35.00
29109	9/30/21	PAYROLL FUND	1,701.32
29110	9/30/21	PAYROLL FUND	841.82
29111	9/30/21	PAYROLL FUND	44,377.38
92821	9/28/21	DEPOSIT SLIPS ORDERED	173.74

ACCT 001020 TOTALS 1,017,043.68

FUND 00 TOTALS 1,017,043.68

MAINTENANCE & OPERATION -
MAINT & OPER FIRE DEPT NOW

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
14273	9/20/21	2016 REVENUE BONDS DEBT	7,353.96
14274	9/22/21	ACCOUNTS PAYABLE	8,414.64
		ACCT 001020 TOTALS	15,768.60

MAINTENANCE & OPERATION -
 FIRE REPORT ACCOUNT

CHECK REGISTER 10/01/21

CHECK NO.	DATE	C/L DESCRIPTION	CHECK AMOUNT
102	9/16/21	ACCOUNTS PAYABLE	227.72
		ACCT 001036 TOTALS	227.72
		FUND 05 TOTALS	15,996.32

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MAIN STREET ACCOUNT FUND
MAIN STREET SPECIAL FUND NOW

CHECK REGISTER 10/01/21

CHECK NO.	DATE	C/L DESCRIPTION	CHECK AMOUNT
13674	9/22/21	ACCOUNTS PAYABLE	47.50
		ACCT 001031 TOTALS	47.50

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1288	9/07/21	ACCOUNTS PAYABLE	407.69
1289	9/16/21	ACCOUNTS PAYABLE	107.86
		ACCT 001032 TOTALS	515.55

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1149	9/07/21	KEEP AMERICA BEAUTIFUL.	115.00
1150	9/13/21	GENERAL FUND	6.58
1151	9/16/21	ACCOUNTS PAYABLE	44.53
1152	9/28/21	KEEP LOUISIANA BEAUTIFU	810.00

ACCT 001037 TOTALS 976.11

FUND 06 TOTALS 1,539.16

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
15215	9/02/21	PAYROLL FUND	828.08
15216	9/07/21	ACCOUNTS PAYABLE	807.13
15217	9/10/21	BRANDON W BRIGGS	30.00
15218	9/16/21	PAYROLL FUND	828.08
15219	9/16/21	ACCOUNTS PAYABLE	700.88
15220	9/22/21	ACCOUNTS PAYABLE	3,749.56
15221	9/30/21	PAYROLL FUND	828.08

ACCT 001024 TOTALS 7,771.81

FUND 07 TOTALS 7,771.81

PARK & RECREATION FUND
PARK & RECREATION FUND ACCOUNT

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
2180	9/01/21	QUALITY SPORTS AUTHORIT	8,334.00
		ACCT 001020 TOTALS	8,334.00
		FUND 10 TOTALS	8,334.00

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
16890	9/10/21	TERRY LYNN PREJEAN AND	10,000.00
16891	9/10/21	BRANDON W BRIGGS	540.00
16892	9/16/21	ACCOUNTS PAYABLE	23,998.88
16893	9/20/21	2012 REVENUE & REFUNDIN	39,997.08
16894	9/20/21	2014 SALES TAX REVENUE	16,835.00
16895	9/22/21	ACCOUNTS PAYABLE	6,502.18
16896	9/29/21	GLENN LEGE CONST INC	103,579.52

ACCT 001021 TOTALS 201,452.66

FUND 11 TOTALS 201,452.66

2019 SALES TAX PROP/RAISES
2019 SALES TAX PROP/RAISES

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1140	9/02/21	GENERAL FUND	5,000.00
1141	9/02/21	UTILITY SYSTEM FUND	10,000.00
1142	9/08/21	GENERAL FUND	14,403.11
1143	9/08/21	UTILITY SYSTEM FUND	21,917.58
1144	9/09/21	GENERAL FUND	28,000.00
1145	9/16/21	GENERAL FUND	5,000.00
1146	9/16/21	UTILITY SYSTEM FUND	10,000.00
1147	9/23/21	GENERAL FUND	28,000.00
1148	9/30/21	GENERAL FUND	5,000.00
1149	9/30/21	UTILITY SYSTEM FUND	10,000.00

ACCT 001021 TOTALS 137,320.69

FUND 12 TOTALS 137,320.69

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
561	9/09/21	GENERAL FUND	30,000.00
562	9/23/21	GENERAL FUND	30,000.00
		ACCT 001020 TOTALS	60,000.00
		FUND 13 TOTALS	60,000.00

REDEDICATED SALES TAX FUND
REDEDICATED SALES TAX FUND

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1391	9/08/21	GENERAL FUND	49,400.00
1392	9/08/21	GENERAL FUND	21,000.00
1393	9/08/21	GENERAL FUND	17,000.00
1394	9/08/21	GENERAL FUND	6,285.00
1395	9/08/21	UTILITY SYSTEM FUND	15,600.00
1396	9/08/21	UTILITY SYSTEM FUND	7,375.00
1397	9/17/21	GENERAL FUND	26,250.00
1398	9/17/21	UTILITY SYSTEM FUND	8,750.00

ACCT 001020 TOTALS 151,660.00

FUND 14 TOTALS 151,660.00

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
22091	9/01/21	CENTENE MANAGEMENT	46.67
22092	9/01/21	MILLCREEK MEDICAL	196.15
22093	9/02/21	BETTY CORMIER	12.65
22094	9/09/21	OPTUMRX FOR RX CLAIMS	19,498.36
22095	9/09/21	OPTUMRX FOR RX FEES	67.20
22096	9/09/21	JEREMIAH J BOLDEN	118.20
22097	9/09/21	ABSHIRE CHIROPRACTIC	371.96
22098	9/09/21	HEALTH MANAGEMENT SERVICE	237.70
22099	9/16/21	SOUTHERN ENT ASSOCIATES	127.42
22100	9/16/21	ABSHIRE CHIROPRACTIC	110.90
22101	9/16/21	UMR CRS FEES	3,518.38
22102	9/23/21	OPTUMRX FOR RX CLAIMS	62,671.67
22103	9/23/21	OPTUMRX FOR RX FEES	64.80
22104	9/23/21	SOUTHERN UROLOGY LLC	6.30
22105	9/23/21	OUR LADY OF LOURDES RMC	108.95
90121	9/01/21	EFT FOR CLAIMS PD	6,754.26
90221	9/02/21	EFT FOR CLAIMS PD	5,006.08
90921	9/09/21	EFT FOR CLAIMS PD 9/9	24,257.50
91621	9/16/21	EFT FOR CLAIMS PD	67,167.27
92321	9/23/21	EFT PMTS FOR CLAIMS PAID	25,041.65

ACCT 001021 TOTALS 215,381.07

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
16131	9/01/21	OPTUM	285.00
16132	9/01/21	EMPLOYEE HEALTH INSURAN	6,997.08
16133	9/01/21	THE HARTFORD	2,576.51
16134	9/01/21	UMR (HEALTH)	9,429.24
16135	9/01/21	UMR (STOP LOSS)	38,297.70
16136	9/03/21	EMPLOYEE HEALTH INSURAN	5,018.73
16137	9/10/21	EMPLOYEE HEALTH INSURAN	44,550.92
16138	9/10/21	ABBEVILLE GENERAL HOSPI	1,450.00
16139	9/14/21	UNITED HEALTHCARE INS.	9,059.40
16140	9/17/21	EMPLOYEE HEALTH INSURAN	70,923.97
16141	9/24/21	EMPLOYEE HEALTH INSURAN	87,890.37

ACCT 001025 TOTALS 276,478.92

FUND 25 TOTALS 491,859.99

CHECK NO. DATE G/L DESCRIPTION CHECK AMOUNT

23684	9/02/21	PAYROLL FUND NOW	39,653.76
23685	9/02/21	CITY COURT OF ABBEVILLE	245.88
23686	9/02/21	VALIC	950.00
23687	9/02/21	VERMILION SCHOOL EMPLOY	750.00
23688	9/02/21	CITY OF ABBEVILLE	200.00
23689	9/02/21	DEPT OF CHILDREN AND FA	276.64
23690	9/02/21	DEPT OF CHILDREN AND FA	24.22
23691	9/02/21	DEPT OF CHILDREN AND FA	119.20
23692	9/02/21	DEPT OF CHILDREN AND FA	215.06
23693	9/02/21	DEPT OF CHILDREN AND FA	171.54
23694	9/02/21	DEPT OF CHILDREN AND FA	297.54
23695	9/09/21	PAYROLL FUND NOW	60,066.86
23696	9/09/21	KEITH A RODRIGUEZ	57.70
23697	9/09/21	VERMILION SCHOOL EMPLOY	1,551.38
23698	9/09/21	ABBEVILLE FIREFIGHTERS	310.00
23699	9/09/21	F O P ABBEVILLE LODGE 4	373.42
23700	9/09/21	DEPT OF CHILDREN AND FA	96.92
23701	9/09/21	DEPT OF CHILDREN AND FA	702.68
23702	9/09/21	DEPT OF CHILDREN AND FA	113.88
23703	9/09/21	TEXAS CHILD SUPPORT SDU	87.23
23704	9/09/21	DEPT OF CHILDREN AND FA	290.76
23705	9/16/21	PAYROLL FUND NOW	36,368.17
23706	9/16/21	CITY COURT OF ABBEVILLE	127.85
23707	9/16/21	CITY OF ABBEVILLE	200.00
23708	9/16/21	VERMILION SCHOOL EMPLOY	750.00
23709	9/16/21	VALIC	950.00
23710	9/16/21	DEPT OF CHILDREN AND FA	171.54
23711	9/16/21	DEPT OF CHILDREN AND FA	215.06
23712	9/16/21	DEPT OF CHILDREN AND FA	24.22
23713	9/16/21	DEPT OF CHILDREN AND FA	297.54
23714	9/16/21	DEPT OF CHILDREN AND FA	119.20
23715	9/16/21	DEPT OF CHILDREN AND FA	276.64
23716	9/23/21	PAYROLL FUND NOW	57,306.30
23717	9/23/21	UNITED WAY OF ACADIANA	33.60
23718	9/23/21	VERMILION SCHOOL EMPLOY	1,551.38
23719	9/23/21	ABBEVILLE FIREFIGHTERS	310.00
23720	9/23/21	F O P ABBEVILLE LODGE 4	373.42
23721	9/23/21	CITY OF ABBEVILLE	1,583.62
23722	9/23/21	KEITH A RODRIGUEZ	57.70
23723	9/23/21	TEXAS CHILD SUPPORT SDU	118.24
23724	9/23/21	DEPT OF CHILDREN AND FA	269.58
23725	9/23/21	DEPT OF CHILDREN AND FA	85.13
23726	9/23/21	DEPT OF CHILDREN AND FA	96.92
23727	9/23/21	DEPT OF CHILDREN AND FA	688.81
23729	9/30/21	PAYROLL FUND NOW	36,641.68
23730	9/30/21	CITY OF ABBEVILLE	200.00
23731	9/30/21	CITY COURT OF ABBEVILLE	127.85
23732	9/30/21	VALIC	950.00
23733	9/30/21	VERMILION SCHOOL EMPLOY	750.00
23734	9/30/21	DEPT OF CHILDREN AND FA	169.60
23735	9/30/21	DEPT OF CHILDREN AND FA	13.87
23736	9/30/21	DEPT OF CHILDREN AND FA	276.64
23737	9/30/21	DEPT OF CHILDREN AND FA	24.22
23738	9/30/21	DEPT OF CHILDREN AND FA	119.20
23739	9/30/21	DEPT OF CHILDREN AND FA	171.54

PAYROLL FUND
PAYROLL FUND

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
23740	9/30/21	DEPT OF CHILDREN AND FA	215.06
4000000	9/01/21	PAYROLL FUND	80,687.09
4000000	9/08/21	PAYROLL FUND	101,681.69
4000000	9/15/21	PAYROLL FUND	73,959.32
4000000	9/22/21	PAYROLL FUND	96,418.78
4000000	9/29/21	PAYROLL FUND	75,216.53

ACCT 001020 TOTALS 676,152.66

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
902	9/02/21	BANK W/D STATE W/H PR 8/3	7,767.00
907	9/07/21	LASERS EFT FOR JUDGE RET	398.70
916	9/16/21	BANK W/D STATE W/H PR 9/1	8,899.00
17403	9/02/21	AGL	76.67
17404	9/08/21	MUN EMPLOYEES RETIREMEN	8,976.87
17405	9/16/21	FIREFIGHTERS' RETIREMEN	14,729.77
17406	9/17/21	FIREFIGHTERS' RETIREMEN	.20
17407	9/27/21	FAMILY LIFE INS CD	22.00
17408	9/27/21	AMERITAS	6,158.59
17409	9/27/21	A F L A C INC	3,698.43
17410	9/27/21	TRANS AMERICA LIFE INS	613.28
17411	9/27/21	WASHINGTON NATIONAL INS	1,701.96
90321	9/03/21	BANK W/D FED W/H PR 9/3/2	27,863.67
90721	9/07/21	EFT FOR POL RET AUG 2021	37,219.49
91021	9/10/21	BANK W/D FED W/H PR 9/10/	34,852.88
91321	9/13/21	ADD'L EFT JULY POL RET	1,027.42
91321	9/13/21	ADD'L EFT AUG POL RET	1,101.80
91721	9/17/21	BANK W/D FED W/H PR 9/17/	24,891.73
92421	9/24/21	BANK W/D FED W/H PR 9/24/	32,427.52

ACCT 001025 TOTALS 212,426.98

FUND 35 TOTALS 888,579.64

UTILITY SYSTEM FUND
UTILITY SYSTEM FUND

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
13830	9/01/21	ACCOUNTS PAYABLE	19,462.99
13831	9/01/21	GENERAL FUND	75,000.00
13832	9/01/21	JERRY HARRISON, JR.	142.92
13833	9/02/21	SPOTLESS CLEANING SYSTE	400.00
13834	9/02/21	PAYROLL FUND	2,314.68
13835	9/02/21	PAYROLL FUND	67,880.28
13836	9/02/21	GUY POCHE	50.00
13837	9/03/21	KELVIN'S PIANO BAR, LLC	1,020.00
13838	9/07/21	ACCOUNTS PAYABLE	13,393.44
13839	9/08/21	BANK OF ABBEVILLE & TRU	204.00
13840	9/08/21	MUN EMPLOYEES RETIREMEN	16,441.37
13841	9/09/21	PAYROLL FUND	2,272.06
13842	9/09/21	ANDREW BROUSSARD	3.95
13843	9/10/21	ACCOUNTS PAYABLE	15,600.00
13844	9/13/21	UTILITY METER DEPOSIT F	200.00
13845	9/14/21	BANK OF ABBEVILLE & TRU	376.67
13846	9/14/21	LIVE OAK MANOR	127.05
13847	9/14/21	BANK OF ABBEVILLE & TRU	200.00
13848	9/15/21	S L E M C O	390.57
13849	9/16/21	PAYROLL FUND	2,112.28
13850	9/16/21	PAYROLL FUND	66,196.47
13851	9/16/21	ACCOUNTS PAYABLE	62,948.43
13852	9/16/21	GENERAL FUND	210,000.00
13853	9/17/21	ENTERGY	40.00
13854	9/17/21	EMPLOYEE HEALTH INSURAN	8,750.00
13855	9/20/21	UTILITY METER DEPOSIT F	150.00
13856	9/20/21	UTILITY METER DEPOSIT F	100.00
13857	9/21/21	BRUCE BROUSSARD	376.75
13860	9/21/21	BANK OF ABBEVILLE & TRU	103.45
13861	9/22/21	ACCOUNTS PAYABLE	169,439.91
13862	9/22/21	GENERAL FUND	85,000.00
13863	9/22/21	LYDIA RICHARDSON	97.50
13864	9/23/21	RAY JONES	60.00
13865	9/23/21	PAYROLL FUND	4,878.93
13866	9/23/21	GENERAL FUND	90,000.00
13867	9/24/21	EMPLOYEE HEALTH INSURAN	25,000.00
13868	9/24/21	GENERAL FUND	75,000.00
13869	9/24/21	TRANG TRAN	300.00
13870	9/24/21	ST MARY COMMUNITY ACTIO	47.16
13871	9/30/21	PAYROLL FUND	2,203.21
13872	9/30/21	PAYROLL FUND	64,934.88
13873	9/30/21	GENERAL FUND	20,000.00

ACCT 001020 TOTALS 1,103,218.95

UTILITY SYSTEM FUND
UTILITY SYSTEM RESERVE ACCT NO

CHECK REGISTER 10/01/21

CHECK NO.	DATE	Q/L DESCRIPTION	CHECK AMOUNT
1034	9/02/21	UTILITY SYSTEM FUND	50,000.00
1035	9/17/21	UTILITY SYSTEM FUND NOW	300,000.00
		ACCT 001082 TOTALS	350,000.00

UTILITY SYSTEM FUND
 UTILITY SYSTEM FUND NOW

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
908	9/08/21	EFT RET NSF M BROUSSARD I	225.84
921	9/20/21	EXELON GENERATION CO.	560,167.27
17485	9/01/21	UTILITY SYSTEM FUND	95,000.00
17486	9/02/21	GENERAL FUND	50,000.00
17487	9/03/21	UTILITY METER DEPOSIT F	900.00
17488	9/07/21	UTILITY METER DEPOSIT F	750.00
17489	9/07/21	UTILITY SYSTEM FUND	15,000.00
17490	9/07/21	GENERAL FUND	30,000.00
17491	9/08/21	UTILITY METER DEPOSIT F	700.00
17492	9/09/21	UTILITY METER DEPOSIT F	300.00
17493	9/09/21	GENERAL FUND	25,000.00
17494	9/10/21	GENERAL FUND	50,000.00
17495	9/10/21	ST MARY COMMUNITY ACTIO	750.00
17496	9/13/21	UTILITY METER DEPOSIT F	200.00
17497	9/14/21	UTILITY METER DEPOSIT F	300.00
17498	9/15/21	UTILITY METER DEPOSIT F	300.00
17499	9/16/21	UTILITY SYSTEM FUND	320,000.00
17500	9/17/21	UTILITY METER DEPOSIT F	200.00
17501	9/20/21	DEPT OF HEALTH & HOSPIT	14,113.20
17502	9/22/21	UTILITY SYSTEM FUND	250,000.00
17503	9/22/21	UTILITY METER DEPOSIT F	300.00
17504	9/23/21	UTILITY METER DEPOSIT F	300.00
17505	9/23/21	UTILITY SYSTEM FUND	95,000.00
17506	9/24/21	UTILITY SYSTEM FUND	100,000.00
17507	9/28/21	UTILITY METER DEPOSIT F	300.00
17508	9/29/21	UTILITY METER DEPOSIT F	165.00
17509	9/30/21	UTILITY SYSTEM FUND	70,000.00
90909	9/09/21	STATE SALES TAX AUG 2021	10,416.00
91521	9/15/21	MISO INV 8535248402	6,950.43
91521	9/15/21	MISO INV 8535248401	96,513.49
91521	9/15/21	MISO INV 8535248410	3,952.63
92221	9/22/21	ACH RET NSF RODERICK DARB	408.34
ACCT 001083 TOTALS			1,798,212.20

UTILITY SYSTEM FUND
UTILITY METER DEPOSIT FUND NOW

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
13184	9/01/21	UTILITY METER DEPOSIT F	20,000.00
13185	9/01/21	BANK OF ABBEVILLE & TRU	300.00
13186	9/09/21	UTILITY SYSTEM FUND NOW	77.72
13187	9/14/21	UTILITY SYSTEM FUND NOW	25.00
13188	9/21/21	UTILITY SYSTEM FUND NOW	250.00
13189	9/29/21	UTILITY METER DEPOSIT F	20,000.00

ACCT 001084 TOTALS 40,652.72

UTILITY SYSTEM FUND
 UTILITY METER DEPOSIT FUND

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
21970	9/01/21	UTILITY SYSTEM FUND	9,049.99
21971	9/01/21	TRACY S BACHMAN	32.64
21972	9/01/21	WILLIAM BOUDREAUX	36.92
21973	9/01/21	TONIA A GREEN	238.53
21974	9/01/21	DONA HARRINGTON	76.52
21975	9/01/21	STEPHANIE THOMAS	221.60
21976	9/01/21	SHAKIYA R JONES	201.52
21977	9/01/21	BRANDI ROMERO	30.58
21978	9/01/21	CLAIRE GUILBEAUX	3.59
21979	9/01/21	KIMONLYN F MINOR	76.21
21981	9/01/21	RUTH W JENKINS	191.41
21982	9/01/21	ADAM N HILLHOUSE	40.99
21983	9/01/21	ASHLEY G SIMON	200.06
21984	9/01/21	KATICIA R PALMATURE	189.37
21985	9/01/21	TIYAH CAMPBELL	231.35
21986	9/01/21	MANUEL BUILDERS	88.65
21987	9/01/21	MANUEL BUILDERS	237.37
21988	9/01/21	MANUEL BUILDERS	168.81
21989	9/01/21	CLEODALE PRIMEAUX	130.86
21990	9/01/21	VICTORIA BENGE	144.23
21991	9/10/21	KENNEDIE D LEWIS	213.21
21992	9/16/21	UTILITY SYSTEM FUND	100.00
21993	9/21/21	UTILITY SYSTEM FUND	3,630.85
21994	9/21/21	TRAI T TON	119.61
21995	9/21/21	MEKIEL GUIDRY	18.94
21996	9/21/21	JIMMIE BELL	193.01
21997	9/21/21	LUCILLE N GRIFFIN	29.41
21999	9/21/21	LARAE A COLBERT	174.12
22000	9/22/21	BRITTNI N HERNANDEZ	243.50
22001	9/29/21	UTILITY SYSTEM FUND	8,311.95
22002	9/29/21	ORIS J MORRIS JR	189.17
22003	9/29/21	DENISE BOUDREAUX	96.08
22004	9/29/21	HELEN APPEL	180.63
22005	9/29/21	BETTY LEBLANC REALTY IN	174.37
22006	9/29/21	RANDAL G SUIRE	231.09
22007	9/29/21	TERESA L BROUSSARD	248.06
22008	9/29/21	WILLIAM F BATIC	175.36
22009	9/29/21	LAURA M NOLAN	213.41
22010	9/29/21	LEFRED J LABRY	164.59
22011	9/29/21	VERONICA T ROY	188.24
22012	9/30/21	CHRISCHERE HILL	217.01

ACCT 001085 TOTALS 26,703.81

FUND 40 TOTALS 3,318,787.68

LCDBG IMPROVEMENT PROJECT FUND
 LCDBG CLEARANCE PROGRAM

CHECK REGISTER 10/01/21

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1005	9/15/21	TERRACON CONSULTANTS, I	5,600.00
1006	9/15/21	HIDCO	12,800.00
1007	9/15/21	VERMILION SHELL CO INC	50,580.00
1008	9/29/21	VERMILION SHELL CO INC	29,992.00

ACCT 001028 TOTALS 98,972.00

FUND 65 TOTALS 98,972.00

The following ordinance having been introduced at a meeting on September 21, 2021, was offered by _____ and seconded by _____:

ORDINANCE NO. 21-07

An ordinance providing for the incurring of debt and issuance of the Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021, of the City of Abbeville, State of Louisiana; and providing for other matters in connection therewith.

WHEREAS, 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"), authorizes the City of Abbeville, State of Louisiana (the "Issuer") to make and enter into contracts dedicating the excess of annual revenues of subsequent years, from any source, above contractual, necessary and usual charges; and

WHEREAS, for the current fiscal year the Issuer anticipates an excess of revenues over contractual, necessary and usual charges and all other expenses for such fiscal year, sufficient to meet the maximum principal and interest requirements in any future year on the Revenue Bond, Series 2021, authorized herein (the "Bond") and the Outstanding Parity Bonds, as defined herein, and the Issuer will herein obligate itself and its successors in office to budget and set aside annually adequate funds for the payment of the Bond and the Outstanding Parity Bonds, as defined herein; and

WHEREAS, pursuant to and in accordance with the foregoing, the Issuer now desires to incur debt and issue its Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021, in the manner authorized and provided by the Act, for the purpose of acquiring, constructing, and improving recreational facilities and other works of public improvement of the Issuer and paying the costs of issuance of the Bond; and

WHEREAS, the Issuer is not now a party to any contract pledging or dedicating its excess of annual revenues above contractual, necessary and usual charges, other than its (i) Revenue and Refunding Bonds, Series 2012, and (ii) Revenue Bonds, Series 2016 (collectively, the "Outstanding Parity Bonds"); and

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Bond and to provide for the authorization and issuance thereof; and

WHEREAS, it is the further desire of the Issuer to provide for the sale of the Bond to the Purchaser (hereinafter defined) as hereinafter provided;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Abbeville, State of Louisiana, acting as the governing authority of the Issuer:

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

"Act" shall mean Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Additional Parity Obligations" shall mean any *pari passu* additional obligations hereafter issued by the Issuer on a parity with the Bond, with respect to the excess of annual revenues of the Issuer, all as provided herein.

"Agreement" shall mean the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Ordinance.

"Bond" shall mean the Issuer's Revenue Bond, Series 2021, authorized by this Ordinance, in the total aggregate principal amount of Three Million Dollars (\$3,000,000), whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

"Bond Counsel" shall mean Foley & Judell, L.L.P., or another attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivision is nationally recognized.

"Bond Register" shall mean the records kept by the Paying Agent, hereinafter defined, at their principal corporate office in which registration of the Bond and transfers of the Bond shall be made as provided herein.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Executive Officers" shall mean, collectively, the Mayor and City Clerk of the Governing Authority.

"Fiscal Year" shall mean the one-year accounting period commencing on January 1st of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" shall mean the City Council of the City of Abbeville, State of Louisiana, or its successor in function.

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

"Interest Payment Date" shall mean March 1 and September 1 of each year during which the Bond is outstanding, commencing on March 1, 2022.

"Issuer" or **"City"** shall mean the City of Abbeville, State of Louisiana.

"Ordinance" shall mean this ordinance authorizing the issuance of the Bond, as it may be supplemented and amended.

"Outstanding" when used with respect to the Bond shall mean, as of the date of determination, any Bond or portion thereof theretofore issued and delivered under this Ordinance, except:

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

"Outstanding Parity Bonds" collectively, shall mean the Issuer's Revenue and Refunding Bonds, Series 2012 and Revenue Bonds, Series 2016.

"Owner" or **"Owners"** when used with respect to any Bond, shall mean the Person in whose name such Bond is registered in the Bond Register.

"Paying Agent" shall mean Gulf Coast Bank, in Abbeville, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

"Purchaser" shall mean Gulf Coast Bank, in Abbeville, Louisiana, purchaser of the Bond.

"Record Date" for the interest payable on any Interest Payment Date, shall mean the 15th calendar day of the month next preceding such Interest Payment Date.

SECTION 2. **Authorization of Bond; Maturities.** In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of Three Million Dollars (\$3,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of acquiring, constructing, and improving recreational facilities and other works of public improvement of the Issuer and paying the costs of issuance of the Bond, and to represent said indebtedness this Governing Authority does hereby authorize the issuance of its Revenue Bond, Series 2021, in the principal amount of Three Million Dollars (\$3,000,000). The Bond shall be initially issued in the form of a single, fully-registered bond, dated the date of delivery thereof, numbered R-1 and in the aggregate principal amount of Three Million Dollars (\$3,000,000). The Bond shall bear interest from the

dated 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 semi-annually on March 1 and September 1 of each year, commencing March 1, 2022, at the rate of 1.75% per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months, and shall mature in installments as described in Section 3 below.

The principal of and interest on the Bond, upon final maturity or redemption in whole, shall be payable at the principal office of the Paying Agent, upon presentation and surrender thereof. All other payments of principal and interest on the Bond shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

The Bond is hereby issued on a parity with the Outstanding Parity Bonds, and the Bond shall rank equally with and enjoy complete parity of lien with the Outstanding Parity Bonds on the excess of annual revenues of the Issuer above contractual, necessary and usual charges in each of the fiscal years during which the Bond and the Outstanding Parity Bonds are outstanding. It is certified that the Issuer has complied with, or will comply with prior to the issuance of the Bond, all the terms and conditions for the issuance of *pari passu* certificates of indebtedness set forth in the ordinance authorizing the issuance of the Outstanding Parity Bonds.

SECTION 3. Installment Payments. The Bond shall mature in installments without necessity of notice on March 1 in the years and in the principal amounts set forth below:

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<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
2022	\$ 0
2023	310,000
2024	315,000
2025	320,000
2026	330,000
2027	335,000
2028	340,000
2029	345,000
2030	350,000
2031*	355,000

* Final Maturity

SECTION 4. **Redemption Provisions.** The unpaid principal of the Bond shall be subject to redemption prior to maturity in whole or in part at any time on or after March 1, 2026, at the option of the Issuer, at the redemption price equal to the principal amount of the Bond to be redeemed plus accrued interest on the Bond, if any, to the redemption date.

Official notice of such call of all or any portion of the Bond for optional redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mail, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.

SECTION 5. **Registration and Transfer.** The Issuer shall cause the Bond Register to be kept by the Paying Agent. Bonds may be transferred, registered and assigned only on the Bond Register, which such registration shall be at the expense of the Issuer, and only by the execution of and compliance with the assignment form on the Bond being transferred. A new Bond may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form. Such new Bond shall be in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof within a single maturity. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 6. **Form of Bond.** The Bond and the endorsements to appear thereon shall be in substantially the following form set forth in **Exhibit B** hereto.

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

SECTION 8. Pledge and Dedication of Revenues. Pursuant to the provisions of the Act, the Bond shall be secured by and payable from the excess of annual revenues of the Issuer above contractual, necessary and usual charges in each of the fiscal years during which the Bond is outstanding. The lien of the bonds on the excess of annual revenues of the Issuer shall be equal to that of the Outstanding Parity Bonds. There is hereby irrevocably pledged and dedicated to the payment of the Bond an amount of such excess of annual revenues sufficient to pay same in principal and interest as they respectively mature. Until the Bond and the Outstanding Parity Bonds shall have been paid in full in principal and interest, this Governing Authority does hereby obligate the Issuer, itself and its successors in office, to budget annually a sum of money sufficient to pay the principal of and interest on the Bond and the Outstanding Parity Bonds, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues, within the limits prescribed by law, sufficient to pay the principal of and the interest on the Bond and the Outstanding Parity Bonds after payment in such years of all the said statutory, necessary and usual charges of the Issuer for the then current year. No further or additional pledges or dedications of the aforesaid excess of annual revenues shall be made which shall have priority over or parity with the pledge and dedication of such revenues herein made, except as provided in Section 10 hereof.

SECTION 9. Sinking Fund. (a) For the payment of the principal of and the interest on the Bond and the Outstanding Parity Bonds, the Issuer shall maintain a special fund known as the "*Refunding and Revenue Bonds (2012) Sinking Fund,*" (the "Sinking Fund"), said Sinking Fund to be established and maintained with the Paying Agent or regularly designated fiscal agent bank of the Issuer. For the payment of the Bond and the Outstanding Parity Bonds, the Issuer shall deposit in the Sinking Fund at least three (3) days in advance of the date on which each payment of principal and/or interest on the Bond and the Outstanding Parity Bonds falls due, funds fully sufficient to promptly pay the maturing principal and/or interest falling due on such date. Said fiscal agent bank or banks shall make available from the Sinking Fund to the Paying Agent at least one (1) day in advance of the date on which each payment of principal and interest on the Bond falls due, funds fully sufficient to pay promptly the principal and interest, if any, falling due on such date.

(b) It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have actually been budgeted out of the revenues of any Fiscal Year sufficient to pay the principal of and interest on the Bond and the Outstanding Parity Bonds for that Fiscal Year, then any excess of annual revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any other lawful corporate purpose.

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

(d) All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana, in

which event all income derived from such investments shall be added to the General Fund of the Issuer.

SECTION 10. **Additional Parity Obligations.** The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the excess of annual revenues of the Issuer above the said statutory, necessary and usual charges, having priority over or parity with the Bond herein authorized except that Additional Parity Obligations may hereafter be issued on a parity with the Bond under the following conditions:

- (a) The net excess of annual revenues of the Issuer (excess of revenues over expenditures, which shall include any fund balance carried forward from a prior year), for the Fiscal Year immediately preceding the issuance of Additional Parity Obligations must have been not less than 1.10 times the highest annual debt service requirements in any succeeding Fiscal Year on all obligations then outstanding, including the Outstanding Parity Bonds and any Additional Parity Obligations theretofore issued and then outstanding which are payable from the excess of general revenues of the Issuer (but not including obligations which have been refunded or provisions otherwise made for their full and complete payment and redemption), and the Additional Parity Obligations so proposed to be issued;
- (b) The Issuer shall be in full compliance with all covenants and undertakings in connection with the Bond, and there are no delinquencies in payments required to be made to the Sinking Fund established and maintained for the security and payment of the Bond and the Outstanding Parity Bonds;
- (c) The existence of the facts required by the foregoing paragraphs (a) and (b) must be determined and certified by the Executive Officers; and
- (d) The Additional Parity Obligations must be payable as to principal on March 1 of each year in which principal becomes due, and interest thereon must be payable on March 1 and September 1 of each year following the date thereof.

In addition to the foregoing, the Bond, the Outstanding Parity Bonds, or any part hereof, including interest thereon, may be refunded and the refunding bonds so issued shall enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bond refunded; provided, however, that if only a portion of the Bond outstanding is so refunded and if the refunding bonds require principal and interest payments during any year in excess of the principal and interest which would have been required to pay the Bond refunded thereby, then such Bond may not be refunded without the consent of the Owners of the unrefunded portion of the Bond, Outstanding Parity Bonds and any Additional Parity Obligations (provided such consent shall not be required if such refunding bonds meet the requirements set forth elsewhere in this section).

SECTION 11. **Budget; Audit.** As long as the Bond or any portion thereof is Outstanding, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall, upon request, furnish a copy of such budget within thirty (30) days after its adoption to the Owners of any of the Bond who request the same. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be furnished to the Owner of any of the Bond who request the same.

SECTION 12. **Application of Proceeds.** The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the necessary Bond to be printed, to issue, execute and seal the Bond, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bond shall be deposited by the Issuer with the Paying Agent or its fiscal agent bank or banks in a special fund, hereby established and which may or may not be held in a separate bank account known as "Series 2021 Revenue Bonds Construction Fund." The proceeds of the Bond deposited in such fund and any earnings thereon shall be used only for the purpose for which the Bond are issued.

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

SECTION 14. **Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the Issuer and the Owner or Owners from time to time of the Bond, and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bond.

No material modification or amendment of this Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bond then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Bond, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bond as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owners of the Bond.

SECTION 15. **Severability; Application of Subsequently Enacted Laws.** In case any one or more of the provisions of this Ordinance or of the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Bond, but this Ordinance and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Ordinance which validate or make legal any provision of this

Ordinance and/or the Bond which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Bond.

SECTION 16. **Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with the Bond and having determined the same to be regular, the Bond shall contain the following recital, to-wit:

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

SECTION 17. **Effect of Registration.** The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 18. **Notices to Owners.** Wherever this Ordinance provides for notice to Owners of Bond of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first- class postage prepaid, to each Owner of such Bond, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bond is given by mail, neither the failure to mail such notice to any particular Owner of Bond, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bond. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19. **Cancellation of Bond.** Any Bond surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation a Bond previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and the Bond so delivered shall be promptly canceled by the Paying Agent. The canceled Bond held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 20. **Mutilated, Destroyed, Lost or Stolen Bond.** If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount,

bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Ordinance equally and ratably with all other bonds. Any additional procedures set forth in the Agreement, authorized in this Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Bond. 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 Bond.

SECTION 21. **Discharge of Ordinance; Defeasance.** If the Issuer shall pay or cause to be paid to the Owners of all Bond then outstanding, the principal and interest to become due thereon, at the times and in the manner stipulated therein and in the Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Ordinance which are not required for the payment of Bond not theretofore surrendered for such payment.

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

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

signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 23. **Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bond under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bond or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bond to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bond in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bond in a manner which would cause the Bond to be "private activity bonds".

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

SECTION 24. **Qualified Tax-Exempt Obligations.** The Bond is designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bond is not a "private activity bond" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2021 does not exceed \$10,000,000.

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

SECTION 25. **Continuing Disclosure.** The Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission [17 CFR '240.15c2-12(b)].

SECTION 26. **Publication; Recordation.** This Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 27. **Award of Bond.** The Purchaser, by its acknowledgement attached as **Exhibit A** hereto, hereby offers to purchase the Bond in accordance with and pursuant to the terms of this Ordinance, and this Governing Authority hereby awards the sale of the Bond to the Purchaser. The Bond shall be delivered to the Purchaser upon the payment of the principal amount thereof. As a condition to the delivery of the Bond to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Bond and is purchasing the Bond as a vehicle for making a commercial loan to the Issuer.

SECTION 28. **Compliance with Ordinance Authorizing Outstanding Parity Bonds.** The Issuer finds and determines that it is in compliance with all covenants and undertakings required in the ordinance authorizing the Outstanding Parity Obligations.

SECTION 29. **Post-Issuance Compliance.** The Executive Officers and/or their designees are directed to establish, continue, and/or amend, as applicable, written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bond 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 Bond.

SECTION 30. **Section Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 31. **Effective Date.** This Ordinance shall be effective immediately upon adoption.

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

YEAS:

NAYS:

ABSENT:

And the Ordinance was declared adopted on this, the 5th day of October, 2021.

/s/ Kathy Faulk
Clerk

/s/ Mark Piazza
Mayor

EXHIBIT A

ACKNOWLEDGEMENT AND OFFER OF PURCHASER

The undersigned, a duly authorized officer of Gulf Coast Bank, acting on behalf of Gulf Coast Bank, hereby acknowledges that they have received and reviewed Ordinance #21-07 (the "Ordinance"), to be adopted by the City Council of the City of Abbeville, State of Louisiana, acting as the governing authority of the City of Abbeville, State of Louisiana (the "Issuer"), on October 5, 2021, and in accordance with all terms and conditions set forth in the Ordinance, Gulf Coast Bank hereby offers to purchase the Issuer's Revenue Bond, Series 2021, in the principal amount of Three Million Dollars (\$3,000,000) (the "Bond"), being authorized pursuant to the Ordinance at a fixed rate of 1.75% for the term of the Bond. All other terms and conditions of the Bond shall be as set forth in the Ordinance.

Date: 9/30, 2021

GULF COAST BANK


By: 
Title: Chairman of Board

EXHIBIT B

THE PAYING AGENT/REGISTRAR IS DIRECTED NOT TO REGISTER ANY TRANSFER OF THIS BOND EXCEPT UPON THE EXECUTION OF THE ASSIGNMENT FORM HEREON BY BOTH THE CURRENT OWNER OF THIS BOND AND THE ASSIGNEE THEREOF.

No. R-1

Principal Amount \$3,000,000

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF VERMILION**

**REVENUE BOND, SERIES 2021
CITY OF ABBEVILLE, STATE OF LOUISIANA**

<u>Bond Date</u>	<u>Final Maturity Date</u>	<u>Interest Rate</u>
[October 28], 2021	March 1, 20[31]	1.75%

The CITY OF ABBEVILLE, STATE OF LOUISIANA (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

**GULF COAST BANK
ABBEVILLE, LOUISIANA**

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year calculated on a 30/360 basis, commencing March 1, 2022 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been made or duly 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 Gulf Coast Bank, Abbeville, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 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.

This Bond comprises the entire issue aggregating in principal the sum of Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021 (the "Bond"), said Bond having been issued by the Issuer pursuant to an ordinance adopted by its governing authority on October 5, 2021 (the "Ordinance"), for the purpose of acquiring, constructing, and improving recreational facilities and other works

of public improvement of the Issuer and paying the costs of issuance of the Bond, 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 unpaid principal of this Bond shall be subject to redemption prior to maturity in whole or in part at any time on or after March 1, 2026, at the option of the Issuer, at the redemption price equal to the principal amount of the Bond to be redeemed plus accrued interest on the Bond, if any, to the redemption date.

Official notice of such call of all or any portion of the Bond for optional redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mail, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.

This Bond shall mature in installments without necessity of notice on March 1 in the years and in the principal amounts set forth below:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
2022	\$ 0
2023	310,000
2024	315,000
2025	320,000
2026	330,000
2027	335,000
2028	340,000
2029	345,000
2030	350,000
2031*	355,000

* Final Maturity

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Bond Register") in which registration of the Bond and of transfers of the Bond 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 only by the execution by the Purchaser, any assignee and the Paying Agent/Registrar of the assignment form on the Bond. 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. Such new Bond shall be in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof within a single maturity. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

This Bond is secured by and payable from the excess of annual revenues of the Issuer above contractual, necessary and usual charges in each of the fiscal years during which the Bond is outstanding, as described in the Ordinance. The lien of the bonds on the excess of annual revenues of the Issuer shall be equal to that of the Issuer's (i) Revenue and Refunding Bonds, Series 2012, and (ii) Revenue Bonds, Series 2016 (the "Outstanding Parity Bonds"). The Issuer has covenanted and agreed to budget annually a sum of money sufficient to pay the principal of and the interest on this Bond and the issue of which it forms a part and the Outstanding Parity Bonds, and to levy and collect in each year service charges and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and the interest on the Bond and the Outstanding Parity Bonds after the payment in such years of all such statutory, necessary and usual charges. The Issuer, in the Ordinance has also entered into certain other covenants and agreements with the registered owner of this Bond, including a provision for the issuance of *pari passu* obligations on a parity with the Bond for the terms of which reference is made to the Ordinance.

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.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part, to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

[Remainder of page left intentionally blank]

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

CITY OF ABBEVILLE, STATE OF LOUISIANA

Clerk
[SEAL]

Mayor
* * * * *

(FORM OF PAYING AGENT=S CERTIFICATE OF REGISTRATION)

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

GULF COAST BANK
Abbeville, Louisiana
as Paying Agent

Date of Registration: _____, 2021. By: _____
Authorized Officer

* * * * *

(FORM OF 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: _____

STATE OF LOUISIANA

PARISH OF VERMILION

I, the undersigned Clerk of the City Council of the City of Abbeville, State of Louisiana (the "City Council"), acting as the governing authority of the City of Abbeville, State of Louisiana (the "City") do hereby certify that the foregoing pages constitute a true and correct copy of Ordinance No. 21-07 adopted by the City Council on October 5, 2021, providing for the incurring of debt and issuance of the Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021, of the City of Abbeville, State of Louisiana; and providing for other matters in connection therewith.

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

Clerk

The following ordinance having been introduced at a meeting on September 21, 2021, was offered by _____ and seconded by _____:

ORDINANCE NO. 21-07

An ordinance providing for the incurring of debt and issuance of the Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021, of the City of Abbeville, State of Louisiana; and providing for other matters in connection therewith.

WHEREAS, 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"), authorizes the City of Abbeville, State of Louisiana (the "Issuer") to make and enter into contracts dedicating the excess of annual revenues of subsequent years, from any source, above contractual, necessary and usual charges; and

WHEREAS, for the current fiscal year the Issuer anticipates an excess of revenues over contractual, necessary and usual charges and all other expenses for such fiscal year, sufficient to meet the maximum principal and interest requirements in any future year on the Revenue Bond, Series 2021, authorized herein (the "Bond") and the Outstanding Parity Bonds, as defined herein, and the Issuer will herein obligate itself and its successors in office to budget and set aside annually adequate funds for the payment of the Bond and the Outstanding Parity Bonds, as defined herein; and

WHEREAS, pursuant to and in accordance with the foregoing, the Issuer now desires to incur debt and issue its Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021, in the manner authorized and provided by the Act, for the purpose of acquiring, constructing, and improving recreational facilities and other works of public improvement of the Issuer and paying the costs of issuance of the Bond; and

WHEREAS, the Issuer is not now a party to any contract pledging or dedicating its excess of annual revenues above contractual, necessary and usual charges, other than its (i) Revenue and Refunding Bonds, Series 2012, and (ii) Revenue Bonds, Series 2016 (collectively, the "Outstanding Parity Bonds"); and

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Bond and to provide for the authorization and issuance thereof; and

WHEREAS, it is the further desire of the Issuer to provide for the sale of the Bond to the Purchaser (hereinafter defined) as hereinafter provided;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Abbeville, State of Louisiana, acting as the governing authority of the Issuer:

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

"Act" shall mean Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Additional Parity Obligations" shall mean any *pari passu* additional obligations hereafter issued by the Issuer on a parity with the Bond, with respect to the excess of annual revenues of the Issuer, all as provided herein.

"Agreement" shall mean the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Ordinance.

"Bond" shall mean the Issuer's Revenue Bond, Series 2021, authorized by this Ordinance, in the total aggregate principal amount of Three Million Dollars (\$3,000,000), whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

"Bond Counsel" shall mean Foley & Judell, L.L.P., or another attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivision is nationally recognized.

"Bond Register" shall mean the records kept by the Paying Agent, hereinafter defined, at their principal corporate office in which registration of the Bond and transfers of the Bond shall be made as provided herein.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Executive Officers" shall mean, collectively, the Mayor and City Clerk of the Governing Authority.

"Fiscal Year" shall mean the one-year accounting period commencing on January 1st of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" shall mean the City Council of the City of Abbeville, State of Louisiana, or its successor in function.

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

"Interest Payment Date" shall mean March 1 and September 1 of each year during which the Bond is outstanding, commencing on March 1, 2022.

"Issuer" or **"City"** shall mean the City of Abbeville, State of Louisiana.

"Ordinance" shall mean this ordinance authorizing the issuance of the Bond, as it may be supplemented and amended.

"Outstanding" when used with respect to the Bond shall mean, as of the date of determination, any Bond or portion thereof theretofore issued and delivered under this Ordinance, except:

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

"Outstanding Parity Bonds" collectively, shall mean the Issuer's Revenue and Refunding Bonds, Series 2012 and Revenue Bonds, Series 2016.

"Owner" or **"Owners"** when used with respect to any Bond, shall mean the Person in whose name such Bond is registered in the Bond Register.

"Paying Agent" shall mean Gulf Coast Bank, in Abbeville, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

"Purchaser" shall mean Gulf Coast Bank, in Abbeville, Louisiana, purchaser of the Bond.

"Record Date" for the interest payable on any Interest Payment Date, shall mean the 15th calendar day of the month next preceding such Interest Payment Date.

SECTION 2. **Authorization of Bond; Maturities.** In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of Three Million Dollars (\$3,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of acquiring, constructing, and improving recreational facilities and other works of public improvement of the Issuer and paying the costs of issuance of the Bond, and to represent said indebtedness this Governing Authority does hereby authorize the issuance of its Revenue Bond, Series 2021, in the principal amount of Three Million Dollars (\$3,000,000). The Bond shall be initially issued in the form of a single, fully-registered bond, dated the date of delivery thereof, numbered R-1 and in the aggregate principal amount of Three Million Dollars (\$3,000,000). The Bond shall bear interest from the

dated 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 semi-annually on March 1 and September 1 of each year, commencing March 1, 2022, at the rate of 1.75% per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months, and shall mature in installments as described in Section 3 below.

The principal of and interest on the Bond, upon final maturity or redemption in whole, shall be payable at the principal office of the Paying Agent, upon presentation and surrender thereof. All other payments of principal and interest on the Bond shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

The Bond is hereby issued on a parity with the Outstanding Parity Bonds, and the Bond shall rank equally with and enjoy complete parity of lien with the Outstanding Parity Bonds on the excess of annual revenues of the Issuer above contractual, necessary and usual charges in each of the fiscal years during which the Bond and the Outstanding Parity Bonds are outstanding. It is certified that the Issuer has complied with, or will comply with prior to the issuance of the Bond, all the terms and conditions for the issuance of *pari passu* certificates of indebtedness set forth in the ordinance authorizing the issuance of the Outstanding Parity Bonds.

SECTION 3. Installment Payments. The Bond shall mature in installments without necessity of notice on March 1 in the years and in the principal amounts set forth below:

[Remainder of page left intentionally blank]

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
2022	\$ 0
2023	310,000
2024	315,000
2025	320,000
2026	330,000
2027	335,000
2028	340,000
2029	345,000
2030	350,000
2031*	355,000

* Final Maturity

SECTION 4. **Redemption Provisions.** The unpaid principal of the Bond shall be subject to redemption prior to maturity in whole or in part at any time on or after March 1, 2026, at the option of the Issuer, at the redemption price equal to the principal amount of the Bond to be redeemed plus accrued interest on the Bond, if any, to the redemption date.

Official notice of such call of all or any portion of the Bond for optional redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mail, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.

SECTION 5. **Registration and Transfer.** The Issuer shall cause the Bond Register to be kept by the Paying Agent. Bonds may be transferred, registered and assigned only on the Bond Register, which such registration shall be at the expense of the Issuer, and only by the execution of and compliance with the assignment form on the Bond being transferred. A new Bond may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form. Such new Bond shall be in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof within a single maturity. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 6. **Form of Bond.** The Bond and the endorsements to appear thereon shall be in substantially the following form set forth in **Exhibit B** hereto.

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

SECTION 8. Pledge and Dedication of Revenues. Pursuant to the provisions of the Act, the Bond shall be secured by and payable from the excess of annual revenues of the Issuer above contractual, necessary and usual charges in each of the fiscal years during which the Bond is outstanding. The lien of the bonds on the excess of annual revenues of the Issuer shall be equal to that of the Outstanding Parity Bonds. There is hereby irrevocably pledged and dedicated to the payment of the Bond an amount of such excess of annual revenues sufficient to pay same in principal and interest as they respectively mature. Until the Bond and the Outstanding Parity Bonds shall have been paid in full in principal and interest, this Governing Authority does hereby obligate the Issuer, itself and its successors in office, to budget annually a sum of money sufficient to pay the principal of and interest on the Bond and the Outstanding Parity Bonds, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues, within the limits prescribed by law, sufficient to pay the principal of and the interest on the Bond and the Outstanding Parity Bonds after payment in such years of all the said statutory, necessary and usual charges of the Issuer for the then current year. No further or additional pledges or dedications of the aforesaid excess of annual revenues shall be made which shall have priority over or parity with the pledge and dedication of such revenues herein made, except as provided in Section 10 hereof.

SECTION 9. Sinking Fund. (a) For the payment of the principal of and the interest on the Bond and the Outstanding Parity Bonds, the Issuer shall maintain a special fund known as the "*Refunding and Revenue Bonds (2012) Sinking Fund,*" (the "Sinking Fund"), said Sinking Fund to be established and maintained with the Paying Agent or regularly designated fiscal agent bank of the Issuer. For the payment of the Bond and the Outstanding Parity Bonds, the Issuer shall deposit in the Sinking Fund at least three (3) days in advance of the date on which each payment of principal and/or interest on the Bond and the Outstanding Parity Bonds falls due, funds fully sufficient to promptly pay the maturing principal and/or interest falling due on such date. Said fiscal agent bank or banks shall make available from the Sinking Fund to the Paying Agent at least one (1) day in advance of the date on which each payment of principal and interest on the Bond falls due, funds fully sufficient to pay promptly the principal and interest, if any, falling due on such date.

(b) It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have actually been budgeted out of the revenues of any Fiscal Year sufficient to pay the principal of and interest on the Bond and the Outstanding Parity Bonds for that Fiscal Year, then any excess of annual revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any other lawful corporate purpose.

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

(d) All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana, in

which event all income derived from such investments shall be added to the General Fund of the Issuer.

SECTION 10. **Additional Parity Obligations.** The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the excess of annual revenues of the Issuer above the said statutory, necessary and usual charges, having priority over or parity with the Bond herein authorized except that Additional Parity Obligations may hereafter be issued on a parity with the Bond under the following conditions:

- (a) The net excess of annual revenues of the Issuer (excess of revenues over expenditures, which shall include any fund balance carried forward from a prior year), for the Fiscal Year immediately preceding the issuance of Additional Parity Obligations must have been not less than 1.10 times the highest annual debt service requirements in any succeeding Fiscal Year on all obligations then outstanding, including the Outstanding Parity Bonds and any Additional Parity Obligations theretofore issued and then outstanding which are payable from the excess of general revenues of the Issuer (but not including obligations which have been refunded or provisions otherwise made for their full and complete payment and redemption), and the Additional Parity Obligations so proposed to be issued;
- (b) The Issuer shall be in full compliance with all covenants and undertakings in connection with the Bond, and there are no delinquencies in payments required to be made to the Sinking Fund established and maintained for the security and payment of the Bond and the Outstanding Parity Bonds;
- (c) The existence of the facts required by the foregoing paragraphs (a) and (b) must be determined and certified by the Executive Officers; and
- (d) The Additional Parity Obligations must be payable as to principal on March 1 of each year in which principal becomes due, and interest thereon must be payable on March 1 and September 1 of each year following the date thereof.

In addition to the foregoing, the Bond, the Outstanding Parity Bonds, or any part hereof, including interest thereon, may be refunded and the refunding bonds so issued shall enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bond refunded; provided, however, that if only a portion of the Bond outstanding is so refunded and if the refunding bonds require principal and interest payments during any year in excess of the principal and interest which would have been required to pay the Bond refunded thereby, then such Bond may not be refunded without the consent of the Owners of the unrefunded portion of the Bond, Outstanding Parity Bonds and any Additional Parity Obligations (provided such consent shall not be required if such refunding bonds meet the requirements set forth elsewhere in this section).

SECTION 11. **Budget; Audit.** As long as the Bond or any portion thereof is Outstanding, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall, upon request, furnish a copy of such budget within thirty (30) days after its adoption to the Owners of any of the Bond who request the same. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be furnished to the Owner of any of the Bond who request the same.

SECTION 12. **Application of Proceeds.** The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the necessary Bond to be printed, to issue, execute and seal the Bond, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bond shall be deposited by the Issuer with the Paying Agent or its fiscal agent bank or banks in a special fund, hereby established and which may or may not be held in a separate bank account known as "Series 2021 Revenue Bonds Construction Fund." The proceeds of the Bond deposited in such fund and any earnings thereon shall be used only for the purpose for which the Bond are issued.

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

SECTION 14. **Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the Issuer and the Owner or Owners from time to time of the Bond, and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bond.

No material modification or amendment of this Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bond then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Bond, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bond as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owners of the Bond.

SECTION 15. **Severability; Application of Subsequently Enacted Laws.** In case any one or more of the provisions of this Ordinance or of the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Bond, but this Ordinance and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Ordinance which validate or make legal any provision of this

Ordinance and/or the Bond which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Bond.

SECTION 16. **Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with the Bond and having determined the same to be regular, the Bond shall contain the following recital, to-wit:

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

SECTION 17. **Effect of Registration.** The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 18. **Notices to Owners.** Wherever this Ordinance provides for notice to Owners of Bond of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first- class postage prepaid, to each Owner of such Bond, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bond is given by mail, neither the failure to mail such notice to any particular Owner of Bond, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bond. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19. **Cancellation of Bond.** Any Bond surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation a Bond previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and the Bond so delivered shall be promptly canceled by the Paying Agent. The canceled Bond held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 20. **Mutilated, Destroyed, Lost or Stolen Bond.** If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount,

bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Ordinance equally and ratably with all other bonds. Any additional procedures set forth in the Agreement, authorized in this Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Bond. 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 Bond.

SECTION 21. **Discharge of Ordinance; Defeasance.** If the Issuer shall pay or cause to be paid to the Owners of all Bond then outstanding, the principal and interest to become due thereon, at the times and in the manner stipulated therein and in the Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Ordinance which are not required for the payment of Bond not theretofore surrendered for such payment.

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

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

signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 23. **Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bond under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bond or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bond to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bond in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bond in a manner which would cause the Bond to be "private activity bonds".

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

SECTION 24. **Qualified Tax-Exempt Obligations.** The Bond is designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bond is not a "private activity bond" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2021 does not exceed \$10,000,000.

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

SECTION 25. **Continuing Disclosure.** The Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission [17 CFR '240.15c2-12(b)].

SECTION 26. **Publication; Recordation.** This Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

EXHIBIT A

ACKNOWLEDGEMENT AND OFFER OF PURCHASER

The undersigned, a duly authorized officer of Gulf Coast Bank, acting on behalf of Gulf Coast Bank, hereby acknowledges that they have received and reviewed Ordinance #21-07 (the "Ordinance"), to be adopted by the City Council of the City of Abbeville, State of Louisiana, acting as the governing authority of the City of Abbeville, State of Louisiana (the "Issuer"), on October 5, 2021, and in accordance with all terms and conditions set forth in the Ordinance, Gulf Coast Bank hereby offers to purchase the Issuer's Revenue Bond, Series 2021, in the principal amount of Three Million Dollars (\$3,000,000) (the "Bond"), being authorized pursuant to the Ordinance at a fixed rate of 1.75% for the term of the Bond. All other terms and conditions of the Bond shall be as set forth in the Ordinance.

Date: 9/30, 2021

GULF COAST BANK


By: 
Title: Chairman of Board

EXHIBIT B

THE PAYING AGENT/REGISTRAR IS DIRECTED NOT TO REGISTER ANY TRANSFER OF THIS BOND EXCEPT UPON THE EXECUTION OF THE ASSIGNMENT FORM HEREON BY BOTH THE CURRENT OWNER OF THIS BOND AND THE ASSIGNEE THEREOF.

No. R-1

Principal Amount \$3,000,000

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF VERMILION**

**REVENUE BOND, SERIES 2021
CITY OF ABBEVILLE, STATE OF LOUISIANA**

<u>Bond Date</u>	<u>Final Maturity Date</u>	<u>Interest Rate</u>
[October 28], 2021	March 1, 20[31]	1.75%

The CITY OF ABBEVILLE, STATE OF LOUISIANA (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

**GULF COAST BANK
ABBEVILLE, LOUISIANA**

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year calculated on a 30/360 basis, commencing March 1, 2022 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been made or duly 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 Gulf Coast Bank, Abbeville, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 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.

This Bond comprises the entire issue aggregating in principal the sum of Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021 (the "Bond"), said Bond having been issued by the Issuer pursuant to an ordinance adopted by its governing authority on October 5, 2021 (the "Ordinance"), for the purpose of acquiring, constructing, and improving recreational facilities and other works

of public improvement of the Issuer and paying the costs of issuance of the Bond, 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 unpaid principal of this Bond shall be subject to redemption prior to maturity in whole or in part at any time on or after March 1, 2026, at the option of the Issuer, at the redemption price equal to the principal amount of the Bond to be redeemed plus accrued interest on the Bond, if any, to the redemption date.

Official notice of such call of all or any portion of the Bond for optional redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mail, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.

This Bond shall mature in installments without necessity of notice on March 1 in the years and in the principal amounts set forth below:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
2022	\$ 0
2023	310,000
2024	315,000
2025	320,000
2026	330,000
2027	335,000
2028	340,000
2029	345,000
2030	350,000
2031*	355,000

* Final Maturity

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Bond Register") in which registration of the Bond and of transfers of the Bond 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 only by the execution by the Purchaser, any assignee and the Paying Agent/Registrar of the assignment form on the Bond. 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. Such new Bond shall be in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof within a single maturity. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

This Bond is secured by and payable from the excess of annual revenues of the Issuer above contractual, necessary and usual charges in each of the fiscal years during which the Bond is outstanding, as described in the Ordinance. The lien of the bonds on the excess of annual revenues of the Issuer shall be equal to that of the Issuer's (i) Revenue and Refunding Bonds, Series 2012, and (ii) Revenue Bonds, Series 2016 (the "Outstanding Parity Bonds"). The Issuer has covenanted and agreed to budget annually a sum of money sufficient to pay the principal of and the interest on this Bond and the issue of which it forms a part and the Outstanding Parity Bonds, and to levy and collect in each year service charges and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and the interest on the Bond and the Outstanding Parity Bonds after the payment in such years of all such statutory, necessary and usual charges. The Issuer, in the Ordinance has also entered into certain other covenants and agreements with the registered owner of this Bond, including a provision for the issuance of *pari passu* obligations on a parity with the Bond for the terms of which reference is made to the Ordinance.

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.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part, to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

[Remainder of page left intentionally blank]

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

CITY OF ABBEVILLE, STATE OF LOUISIANA

Clerk
[SEAL]

Mayor
* * * * *

(FORM OF PAYING AGENT=S CERTIFICATE OF REGISTRATION)

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

GULF COAST BANK
Abbeville, Louisiana
as Paying Agent

Date of Registration: _____, 2021. By: _____
Authorized Officer

* * * * *

(FORM OF 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: _____

STATE OF LOUISIANA

PARISH OF VERMILION

I, the undersigned Clerk of the City Council of the City of Abbeville, State of Louisiana (the "City Council"), acting as the governing authority of the City of Abbeville, State of Louisiana (the "City") do hereby certify that the foregoing pages constitute a true and correct copy of Ordinance No. 21-07 adopted by the City Council on October 5, 2021, providing for the incurring of debt and issuance of the Three Million Dollars (\$3,000,000) Revenue Bond, Series 2021, of the City of Abbeville, State of Louisiana; and providing for other matters in connection therewith.

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

Clerk

6 Year Capital Improvement Plan (CIP)

Chris Crusta Memorial Airport (IYA), Abbeville, LA

CIP START YEAR: 2022

2019 Entitlement Balance (Expires FY22)
 2020 Entitlement Balance (Expires FY23)
 \$150,000 2021 Entitlement Balance (Expires FY24)
 \$150,000 2022 Entitlement (for planning purposes through 2027)

Instructions

Show all planned projects (not just AIP funded projects)
 For AIP-MY, show est. cost in initial year & list project in following year(s) w/ \$0
 Submit CIP to the ADO as a PDF file dated with signature.

Fed FY	Entitlement Available	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan			
					Entitlement	Additional AIP	Other	Match
2022	\$300,000	AIP	Construct Hangar Development Area (Phase I Design)	\$56,000	\$50,400			\$5,600
		State	AWOS-3 P/T Replacement (State Only)	\$241,400			\$241,400	
		State	LED Runway Lighting (State Only)	\$367,500			\$367,500	
	\$249,600	Remaining Funds		2022 Annual Subtotals:	\$664,900	\$50,400	\$608,900	\$5,600
2023	\$399,600	State	Approach Lighting (Phase 1 Land Acquisition)(State Only)	\$140,000			\$140,000	
		State	Rehabilitation of the Aprons and Taxilanes (Phase I Design)(State Only)	\$60,100			\$60,100	
	\$399,600	Remaining Funds		2023 Annual Subtotals:	\$200,100		\$200,100	
2024	\$549,600	AIP	Construct Hangar Development Area (Phase II Construction)	\$718,000	\$549,600	\$96,600		\$71,800
		State	Rehabilitation of the Aprons and Taxilanes (Phase II Construction)(State Only)	\$816,200			\$816,200	
		State	Approach Lighting (Phase II Design and Construction)(State Only)	\$278,000			\$278,000	
		Remaining Funds		2024 Annual Subtotals:	\$1,812,200	\$549,600	\$96,600	\$1,094,200
2025	\$150,000	AIP	Obstruction Removal of Trees	\$175,000	\$150,000	\$7,500		\$17,500
		Remaining Funds		2025 Annual Subtotals:	\$175,000	\$150,000	\$7,500	\$17,500
2026	\$150,000	AIP	Runway and Taxiway Seal Coat	\$580,000	\$150,000	\$372,000		\$58,000
		Remaining Funds		2026 Annual Subtotals:	\$ 580,000	\$ 150,000	\$ 372,000	\$ 58,000
2027	\$150,000	AIP	Construct Concrete Agricultural Loading Area	\$180,000	\$150,000	\$12,000		\$18,000
		Remaining Funds		2027 Annual Subtotals:	\$ 180,000	\$ 150,000	\$ 12,000	\$ 18,000
6 Year CIP Totals:				\$3,612,200	\$1,050,000	\$488,100	\$1,903,200	\$170,900

SPONSOR SIGNATURE: _____

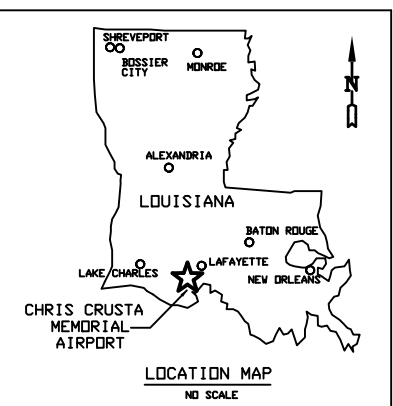
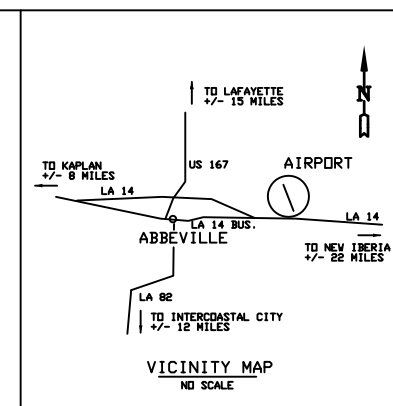
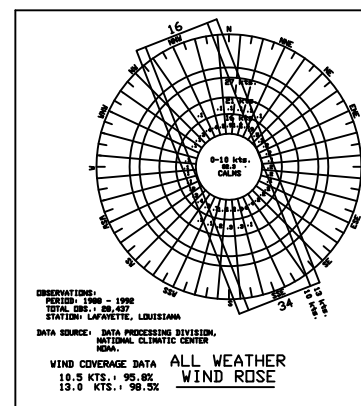
DATE: _____

N:\DATA\6683-20\2022-2027 CIP and Requesting Resolution package\2022-2027 CIP.COLOR04.dwg

LEGEND		
EXISTING	FUTURE	
—●—	—●—	AIRPORT PROPERTY LINE
—○—	—○—	AVIGATION EASEMENT
—	—	RUNWAY PROTECTION ZONE
—15—	—15—	GROUND CONTOURS (APPROX. LOCATION)
—	—	MAJOR DRAINAGE DITCH
—DFZ—	—DFZ—	RUNWAY OBSTACLE-FREE ZONE
—BRL—	—BRL—	BUILDING RESTRICTION LINE
—○—	—○—	POWER LINE
—PAPI—	—PAPI—	PRECISION APPROACH PATH INDICATOR
—▲—	—▲—	RUNWAY END IDENTIFIER LIGHTS
—⊕—	—⊕—	AIRPORT REFERENCE POINT
—★—	—★—	ROTATING BEACON
—	—	PAVEMENT
—	—	BUILDINGS
—x—	—x—	FENCE
—	—	THRESHOLD LIGHTS
—	—	SEGMENTED CIRCLE & LIGHTED WIND CONE
—	—	OMNI-DIRECTIONAL APPROACH LIGHT SYSTEM
—	—	HOLD SHORT LINE & SIGN
—△—	—△—	NGS SURVEY MONUMENT

AIRPORT BUILDING DATA				
NO.	DESCRIPTION	EXIST.	FUTURE	TOP ELEV.
1	ADMINISTRATION BUILDING	X	X	± 27
2	OPEN BAY HANGAR	X	X	± 41
3	OPEN BAY HANGAR	X	X	± 44
4	T-HANGAR	X	X	± 34
5	T-HANGAR	X	X	± 34
6	T-HANGAR	X	X	± 31
7	T-HANGAR	X	X	± 34
8	OFFICE TRAILERS	X	X	± 26
9	BDX HANGARS	X	X	± 36

RUNWAY PROTECTION ZONE DATA			
ZONE	WIDTH		LENGTH
	INNER	OUTER	
A	(EXIST.)	500'	1,000'
	(FUT.)	1,000'	1,700'
B	(EXIST.)	500'	1,000'
	(FUT.)	500'	1,000'

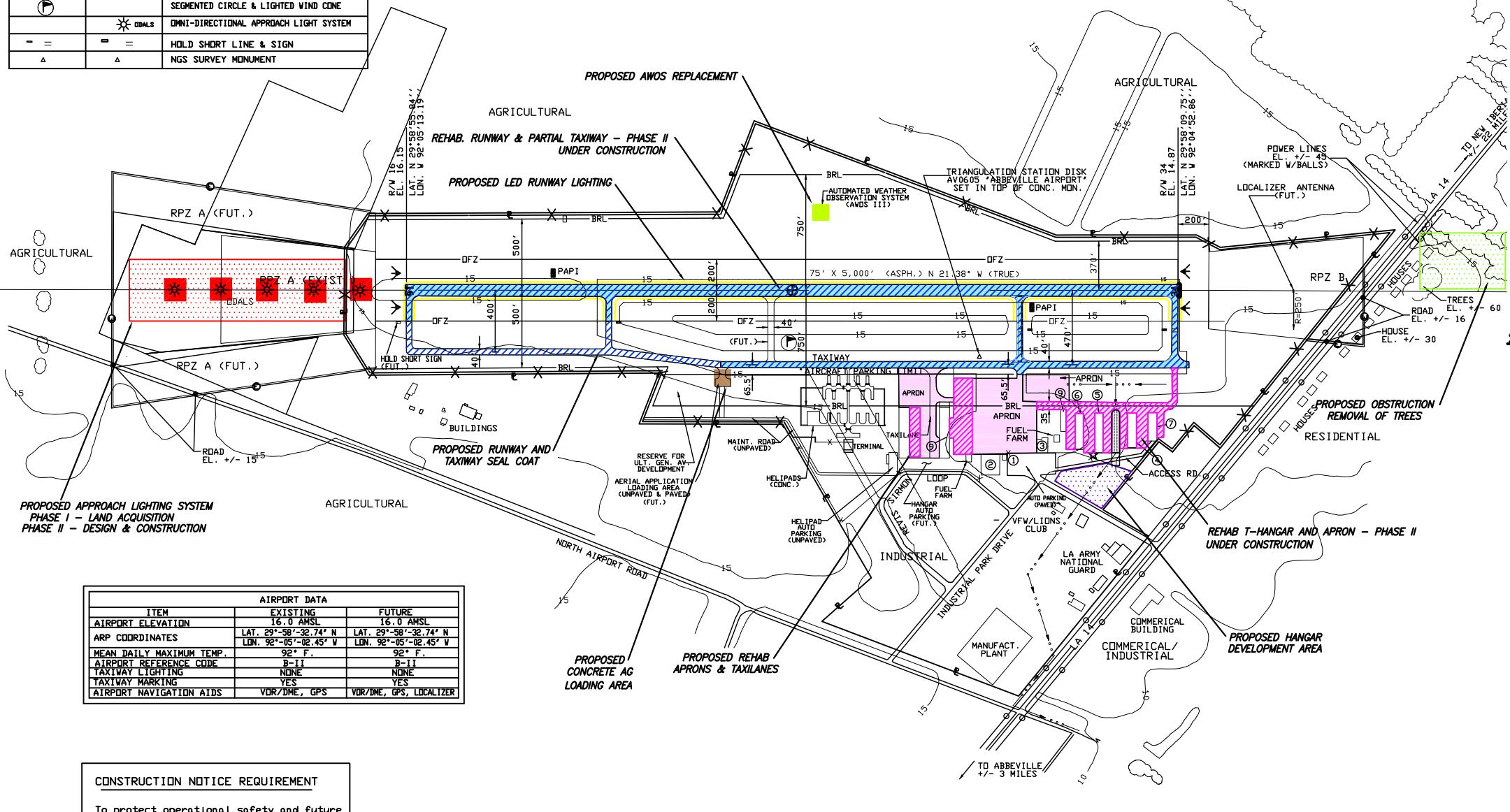


REVISIONS	
DATE	BY

SHEET DESCRIPTION

2022-2027 CAPITAL IMPROVEMENT PLAN

Sellers & Associates, Inc.
PLANNERS
ENGINEERS
SURVEYORS
Lafayette - Abbeville



LEGEND

- FUNDED PROJECTS**
- REHAB. OF RUNWAY AND TAXIWAY - PHASE II CONSTRUCTION
FAA AIP NO. 3-22-0001-019-2020
 - REHAB. T-HANGAR AREA AND APRON - PHASE II CONSTRUCTION
SPN H.014435

2022-2027 CAPITAL IMPROVEMENT PLAN - PROPOSED PROJECTS

- 2022 CIP LEGEND**
- HANGAR DEVELOPMENT AREA - PHASE I DESIGN
 - AWOS REPLACEMENT
 - LED RUNWAY LIGHTING
- 2023 CIP LEGEND**
- APPROACH LIGHTING - PHASE I LAND ACQUISITION
 - REHABILITATION OF APRONS & TAXILANES - PHASE I DESIGN
- 2024 CIP LEGEND**
- HANGAR DEVELOPMENT AREA - PHASE II CONSTRUCTION
 - REHAB. OF APRONS & TAXILANES - PHASE II CONSTRUCTION
 - APPROACH LIGHTING - PHASE II DESIGN AND CONSTRUCTION
- 2025 CIP LEGEND**
- OBSTRUCTION REMOVAL OF TREES
- 2026 CIP LEGEND**
- RUNWAY AND TAXIWAY SEAL COAT
- 2027 CIP LEGEND**
- CONCRETE AG LOADING AREA

CHRIS CRUSTA MEMORIAL AIRPORT

ABBEVILLE, LOUISIANA

ENGINEER
TJS
DRAWN BY
JFF

DATE
SEPTEMBER 2021

SCALE
AS SHOWN

PROJECT NO.
6683-20

FILE NO.
CORRES.

ACAD. DWG. NO.
6683-20/2021-2026 CIPcolor.dwg

SHEET
1 79

OF 1 SHEETS

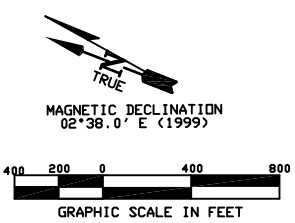
AIRPORT DATA		
ITEM	EXISTING	FUTURE
AIRPORT ELEVATION	16.0 AMSL	16.0 AMSL
ARP COORDINATES	LAT. 29° 50' 38.74" N LON. 92° 35' 02.45" W	LAT. 29° 50' 38.74" N LON. 92° 35' 02.45" W
MEAN DAILY MAXIMUM TEMP.	92° F.	92° F.
AIRPORT REFERENCE CODE	B-II	B-II
TAXIWAY LIGHTING	NONE	NONE
TAXIWAY MARKING	YES	YES
AIRPORT NAVIGATION AIDS	VDR/DME, GPS	VDR/DME, GPS, LOCALIZER

CONSTRUCTION NOTICE REQUIREMENT

To protect operational safety and future development, all proposed construction on the airport must be coordinated by the airport owner with the FAA Airports Division Office prior to construction. FAA's review takes approximately 60 days.

- NOTES:**
- COORDINATE REFERENCE DATA ARE NORTH AMERICAN DATUM OF 1983 (NAD 83), SUPPLIED BY FAA FLIGHT INSPECTION TECHNICAL SUPPORT BRANCH.
 - EXISTING FEATURES SHOWN ARE FROM DTD AND SPONSOR SUPPLIED DATA AS OF SEPTEMBER 1998.
 - THERE ARE NO THRESHOLD SITING PENETRATIONS OR OBSTACLE FREE ZONE (DFZ) PENETRATIONS AS OF LAST DTD COMPLIANCE INSPECTION (8/26/98).
 - CONSTRUCTION NOTICE REQUIREMENT, SEE ABOVE, ALSO PERTAINS TO FUTURE AVIGATION EASEMENTS.

RUNWAY DATA		
ITEM	EXISTING	FUTURE
APPROACH VISIBILITY MINIMUMS	R/W 16: VISUAL R/W 34: VISUAL	R/W 16: 3/4 MILE R/W 34: 1 MILE
PHYSICAL LENGTH	5,000 L.F.	5,000 L.F.
PAVEMENT STRENGTH (SGL. WHEEL)	17,000 LBS.	17,000 LBS.
LIGHTING	MEDIUM INTENSITY	MEDIUM INTENSITY
MARKING	NON-PRECISION	NON-PRECISION
VISUAL APPROACH AIDS	PAPI	PAPI, REL. OMALS
DFA WIDTH	500'	500'
DFA LENGTH BEYOND R/W STOP END	R/W 16: 300' R/W 34: 300'	R/W 16: 300' R/W 34: 300'
RSA WIDTH	150'	150'
RSA LENGTH BEYOND R/W STOP END	R/W 16: 300' R/W 34: 300'	R/W 16: 300' R/W 34: 300'
TAKEDOFF RUN AVAILABLE (TDRA)	R/W 16: 5,000' R/W 34: 5,000'	R/W 16: 5,000' R/W 34: 5,000'
TAKEDOFF DISTANCE AVAILABLE (TODA)	R/W 16: 5,000' R/W 34: 5,000'	R/W 16: 5,000' R/W 34: 5,000'
ACCELERATED STOP DISTANCE AVAILABLE (ASDA)	R/W 16: 5,000' R/W 34: 5,000'	R/W 16: 5,000' R/W 34: 5,000'
LANDING DISTANCE AVAILABLE (LDA)	R/W 16: 5,000' R/W 34: 5,000'	R/W 16: 5,000' R/W 34: 5,000'



AIRPORT LAYOUT DRAWING
CHRIS CRUSTA MEMORIAL AIRPORT
ABBEVILLE, LOUISIANA

CITY OF ABBEVILLE

RESOLUTION NUMBER: _____

Date: *October 5, 2021*

R E S O L U T I O N

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

WHEREAS, the *City of Abbeville, Louisiana*, hereinafter referred to as “Sponsor”, has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the *Chris Crusta Memorial Airport*; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the *Chris Crusta Memorial Airport* specifically as described in the Capital Improvement Program Application for State Financial Assistance dated *October 5, 2021*.

SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

SECTION IV

That the *Mayor* of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V

That this resolution shall be in full force and effect from and after its adoption.

The *City Council* for the Sponsor of the Parish of *Vermilion* met in regular session on this date. The aforesaid resolution was offered by _____ and seconded by _____. The aforesaid resolution, having been submitted to a vote, the vote thereon was as follows:

YEAS: _____ NAYS: _____ ABSENT: _____.

WHEREUPON, the resolution was declared adopted on the *5th* day of *October, 2021*.

CITY OF ABBEVILLE

BY: _____
(Signature)

(Typed or Printed Name)

TITLE: _____

ATTEST: _____
(Signature)

(Title)

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the Sponsor of *Vermilion* Parish, Louisiana in regular session convened on this, the *5th* day of *October, 2021*.

(Signature of Secretary of Sponsor)

(Title)


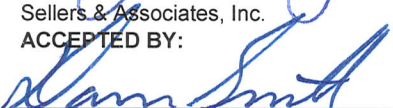
S.P.NO.	Rehabilitation of the Runway and Partial Taxiway	A.I.P. NO.	3-22-0001-019-2020		
AIRPORT NAME	Abbeville Chris Crusta Memorial Airport	PARISH	Vermilion	CITY	Abbeville

ENGINEERS DESCRIPTION, JUSTIFICATION AND ESTIMATED COST OF PROPOSED REVISION (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Add the following items to the contract to provide new Solar Powered LED markers to replace those that were damaged and no longer functioning. Extend the contract time by 72 calendar days due to inclement weather and poor, wet ground conditions and for the work added in this plan change. The new date of completion is November 2, 2021.

ITEM NO.	ITEM	UNIT	UNIT PRICE	THIS REVISION		LAST REVISION	
				QTY.	AMOUNT	QTY.	AMOUNT
E1	BPBSL-101 Blue Retro-Reflective Solar Powered LED Markers	Each	\$86.54	250.00	\$21,635.00	0.00	\$0.00
E2	BPBSL-101 Green Retro-Reflective Solar Powered LED Markers	Each	\$86.54	268.00	\$23,192.72	0.00	\$0.00
ORIGINAL CONTRACT	\$1,571,790.00	NEW TOTAL	\$44,827.72	PREVIOUS TOTAL	\$0.00		
PLAN CHANGE # 1	\$0.00	AMOUNT OVER RUN	\$44,827.72				
PLAN CHANGE #2	\$44,827.72	AMOUNT UNDER RUN		ADD. DAYS REQ'D	72		
PLAN CHANGE #3	\$0.00	NEW AMOUNT	\$1,616,617.72	NEW DAYS CONTRACT	253		

IT IS MUTUALLY AGREED TO PERFORM AND ACCEPT THE ABOVE REVISIONS IN ACCORDANCE WITH ORIGINAL CONTRACT AND APPLICABLE SPECIFICATIONS AT THE ABOVE PRICES. APPROVAL OF THIS PLAN CHANGE IS SUBJECT TO AND CONDITIONED UPON APPROVAL BY OTHER PARTICIPATING AGENCIES AND BECOMES OFFICIAL UPON DISTRIBUTION. Signature of this document by LADOTD representative(s) does NOT GUARANTEE FUNDING, but instead concurs that the changes are appropriate.

REQUESTED BY:
 9/30/21
 RESIDENT PROJECT ENGINEER: DATE
 Sellers & Associates, Inc.
 ACCEPTED BY:
 9-30-21
 CONTRACTOR DATE
 Elliott Construction, LLC
 ACCEPTED BY:
 SPONSOR/AIRPORT OWNER DATE
 City of Abbeville
 ACCEPTED BY:
 OTHER - NAME/TITLE DATE

RECOMMENDED:
 _____ DATE
 *AVIATION PROGRAM MANAGER (Funding Not Guaranteed)
 RECOMMENDED:
 _____ DATE
 *Deputy Aviation Director
 APPROVED
 _____ DATE
 *Deputy Under Secretary, Intermodal Transportation (or Program Manager if State Approved Funding not exceeded)
 * FUNDING NOT GUARANTEED

RESIDENT ENGINEER WILL FAX DRAFT COPY TO PROGRAM MANAGER AT (225) 274-4181 FOR REVIEW. AFTER REVIEW OF FORM AND SCOPE, ENGINEER WILL HAVE CONTRACTOR, AIRPORT SPONSOR AND OTHER PARTIES TO THE CONTRACT SIGN ONE ORIGINAL, AND FORWARD TO THE PROGRAM MANAGER FOR DOTD APPROVALS. HE/SHE WILL ALSO FAX A COPY TO THE FAA PROGRAM MANAGER (817) 222-5988 FOR THEIR CONCURRENCE.



Transformer Repair Report

Customer: Abbeville Water & Light***
 101 N State St
 Abbeville, LA

70510

Pick up Date: 04/27/21

Load #: 164363

Customer Approval: _____
 Date Customer Signature

Please check appropriate column (repair or recycle), sign and return to Solomon Corporation

<u>MFG</u>	<u>Serial #</u>	<u>CO #</u>	<u>Taps</u>	<u>Arrestor</u>	<u>Repair</u> <u>Price</u>	<u>Repair</u>	<u>Replace</u> <u>Price</u>	<u>Replace</u>	<u>Recycle</u>
1ph Polemount									
15.0 KVA (7620/13200Y - 120/240)									
GE	J782297K71A	N/A	+/-5%	None	\$0.00	<input type="checkbox"/>	\$600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				
15.0 KVA (7620/13200Y - 120/240)									
PRO	M12I29939	N/A	+/-5%	None	\$375.00	<input checked="" type="checkbox"/>			<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Recondition Unit			Recondition unit		Replace the damaged Secondary Bushing(s)				
15.0 KVA (7620/13200Y - 120/240)									
HOW	9755-0581	N/A	+/-5%	None	\$0.00	<input type="checkbox"/>	\$600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				
15.0 KVA (7620/13200Y - 120/240)									
ALAMO	D645878-58Y	N/A	+/-5%	None	\$0.00	<input type="checkbox"/>	\$600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				
25.0 KVA (2400/4160Y - 120/240)									
GE	G207871-65Y	N/A	-10%	None	\$415.00	<input checked="" type="checkbox"/>			<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Recondition Unit			Recondition unit		Replace the damaged Secondary Bushing(s)				
25.0 KVA (2400/4160Y - 120/240)									
AC	2529434	N/A	-10%	None	\$0.00	<input type="checkbox"/>	\$810.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				
25.0 KVA (7620/13200Y - 120/240)									
SS	D987683-59	N/A	+/-5%	None	\$0.00	<input type="checkbox"/>	\$810.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				
37.5 KVA (7620/13200Y - 120/240)									
JIM	82G1609	N/A	+/-5%	None	\$0.00	<input type="checkbox"/>	\$910.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				
50.0 KVA (2400/4160Y - 120/240)									
GE	G202457-65Y	N/A	-10%	None	\$0.00	<input type="checkbox"/>	\$1,055.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SH, DB, Conventional, Mineral Oil, Damaged beyond repair			Unit damaged beyond repair		Recommend replacing unit				

Total cost 6,175.00

Public Notice of Sale

Be it known to all: that the City of Abbeville will have for sale, by public bid one pistol, having been lawfully seized and forfeited. The pistol will be sold to the highest Federal Firearm Licensed Dealer bidder by sealed bid submitted to the City Council. Said auction will be held at the regular meeting of the City Council located at 300 A. A. Comeaux Memorial Drive, Abbeville, Louisiana, on October 5, 2021, and all bids should be submitted prior to 5:30 P.M.

The pistol to be sold is as follows:

Glock, model 19Gen4, 9mm caliber

Serial number: BBKZ293

Only Federal Firearm Licensed Dealers allowed to bid

Pistol will be sold “as is”, with winning bidder assuming the pistol at his/her own risk. Further, the sale of the pistol, as evidenced by this notice, is made without reserving the right to make any claim whatsoever against the City or the City Council in warranty or redhibition for said pistol. To get specific information about the pistol, please contact Lieutenant Todd O’Bryan with the Abbeville Police Department directly by calling 337-893-2511. All sales are final, the winning bidder shall tender that amount to the Police Chief’s office within five working days and before taking possession of the pistol. All bidder(s) and the subsequent buyer is bound by the terms of the agreement set out herein.

Anyone interested in bidding on the pistol, or who submits a bid should attend this meeting. Bids should contain the following information: The name, address and telephone number of the bidder; a copy of the federal firearm license of the bidder, the description of the pistol being bid upon; and the amount of the bid.

Bids must be received in a sealed envelope with the words “Sealed Bid”, the name of the bidder and the description of the item being bid upon written on the back of the envelope. The City of Abbeville reserves the right to reject any bid.

If anyone so desires to submit a bid before the meeting, the bids may be submitted to Kathy Faulk at Abbeville City Hall, 101 North State Street, Abbeville, Louisiana 70510.

Q U O T A T I O N

ABBEVILLE SNAPPER SALES & SERVICE INC
1010 CHARITY ST
PO BOX 56
ABBEVILLE, LA 70511-0056 USA
Phone #: (337)893-5721
Fax #: (337)892-0621

PHONE #: (337)893-8550
CELL #:
ALT. #: (337)898-4249
P.O.#: FIRE DEPT
TERMS: Net 30
SALES TYPE: Quote

DATE: 9/8/2021
ORDER #: 52565
CUSTOMER #: 3812
CP: CHRISTIAN
LOCATION: 1
STATUS: Active

BILL TO 3812

City Of Abbeville
101 NORTH STATE ST.
ABBEVILLE, La 70510

SHIP TO

City Of Abbeville
101 North State St.
Abbeville, La 70510

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	MISC	BIG DOG MOWER MODEL--940148 DIABLO 52 CUT MOWER	1	\$9,889.90	\$9,889.90	\$9,889.90
****	MISC	KAWASAKI FX850V ENGINE 27 H.P.	1	\$0.00	\$0.00	\$0.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	\$9,889.90
TAX:	\$0.00
ORDER TOTAL:	\$9,889.90

Authorized By: _____



332 N. Main St
Church Point, LA 70525
Phone 337.684.2077

Quote
SERVICE ORDER

NO. 9749

DATE IN 9-15-21	DATE PROMISED
--------------------	---------------

NAME City of Abbeville		ENGINE MODEL NO.	EQUIPMENT MANUFACTURER
ADDRESS		TYPE OR SPEC NO.	TYPE OF EQUIPMENT
CITY/STATE/ZIP		SERIAL/CODE NO.	EQUIPMENT MODEL NO.
DEALER TO PICKUP/DELIVER <input type="checkbox"/>	PHONE - DAY	PHONE - EVENING	EQUIPMENT SERIAL NO.
CUST. NOTIFIED <input type="checkbox"/> DATE	EMAIL ADDRESS	DATE/TIME	DATE OF PURCHASE

SERVICE CHECKLIST

AIR FILTER: PRESENT?	CONDITION: CLEAN <input type="radio"/> DIRTY <input type="radio"/> DAMAGED <input type="radio"/>	OVERALL MACHINE CONDITION:
BLADE CONDITION:	OIL LEVEL: CONDITION: FRESH <input type="radio"/> USED <input type="radio"/> DARK <input type="radio"/> BURNT <input type="radio"/>	
FUEL CONDITION: FRESH <input type="radio"/> STALE <input type="radio"/> RANCID <input type="radio"/> AGE:	COOLING FINS CONDITION: CLEAN <input type="radio"/> DIRTY <input type="radio"/> CLOGGED <input type="radio"/>	
REPAIR AS NEEDED <input type="checkbox"/>	TUNE-UP: MINOR <input type="checkbox"/> MAJOR <input type="checkbox"/>	CHECK COMPRESSION <input type="checkbox"/>
DIAGNOSE & CALL WITH ESTIMATE <input type="checkbox"/>	CHANGE ENGINE OIL <input type="checkbox"/>	CHECK CARBURETION <input type="checkbox"/>
WARRANTY INSPECTION <input type="checkbox"/>	SHARPEN BLADE <input type="checkbox"/>	SAFETY INTERLOCK <input type="checkbox"/>
REPAIR STARTER <input type="checkbox"/>	CHECK IGNITION <input type="checkbox"/>	

CUSTOMER COMMENTS:

WORK PERFORMED:

					SUMMARY	
QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	PARTS	
		Big Dog D.961052		10200.00	LABOR	
		model			PICKUP/DELIVERY	
		940148			SHOP SUPPLIES/ ENVIRON. FEES	
					GAS & OIL	
					FREIGHT	
					SUBTOTAL	
					TAX	
					TOTAL	10200.00
					IMPORTANT - PLEASE NOTE	
					While the manufacturer may warrant the goods sold to the customer, we make no warranties, express or implied, including any implied warranties of merchantability or fitness, with respect to such goods.	
					Not responsible for loss or damage in case of fire, theft or any other cause beyond our control.	
					I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employee permission to operate the unit as necessary for the purpose of and/or inspection. An express mechanic's lien is hereby established on above unit to secure the amount of repairs.	
				TOTAL		

UNDERSTAND THE PURPOSES OF THE SAFETY DEVICES ON THIS EQUIPMENT AND SPECIFICALLY REQUEST THAT THEY BE MAINTAINED IN GOOD WORKING ORDER. I HEREBY ACCEPT RESPONSIBILITY FOR AND HOLD YOU HARMLESS FROM ANY INJURY TO