

RESOLUTION NO. 23-

The following Resolution was offered by Commissioner Guey who moved its adoption:

1 A Resolution authorizing Charles D. Tillotson, Executive Director of the
2 Plaquemines Port, Harbor & Terminal District to exercise the option to
3 extend the Professional Services Agreement of R. Johnson CPA &
4 Business Advisors, LLC for an additional six (6) months and increase
5 the contract limit; and otherwise to provide with respect thereto.
6

7 DIGEST: The current professional services agreement has a termination date of August 31,
8 2023 and a cap of \$50,000. The Port has not filled the Comptroller position and the services
9 of R. Johnson are still necessary and vital to financial success of the Port. *The digest is for*
10 *informational purposes only and is superseded by the language of the actual ordinance or*
11 *resolution.*
12

13 WHEREAS, Resolution No. 2344 authorized the Plaquemines Port, Harbor & Terminal
14 District to enter into a Professional Services Agreement with R. Johnson CPA & Business
15 Advisors, LLC for six (6) month term, not to exceed \$50,000.00; and
16

17 WHEREAS, the Comptroller position has not been filed; therefore, it is the desire of the
18 Plaquemines Port, Harbor & Terminal District to extend this Agreement for an additional six
19 (6) months, from August 2023 to February 2024, and increase the contract cap from
20 \$50,000.00 to \$75,000.00;
21

22 NOW, THEREFORE:
23

24 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
25 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND
26 TERMINAL DISTRICT THAT it hereby exercises its option to extend the Professional
27 Services Agreement with R. Johnson CPA & Business Advisors, LLC for an additional six
28 (6) months, from August 2023 to February 2024, and increase the contract cap from
29 \$50,000.00 to \$75,000.00.
30

31 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE
32 SOLE GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND
33 TERMINAL DISTRICT THAT the Secretary of this Council is hereby authorized and
34 directed to immediately certify and release this Resolution and that Port officials and
35 employees are authorized to carry out the purposes of this Resolution, both without further
36 reading and approval by the Plaquemines Parish Council.
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RESOLUTION NO. 23-

The following Resolution was offered by Commissioner Guey who moved for its adoption:

1 A Resolution to extend the employment contract of the Deputy Port Director and
2 Executive Counsel for one (1) additional year, subject to re-negotiations of the
3 salary six (6) months prior to the completion of the initial two (2) year term; and
4 otherwise provide with respect thereto.
5

6 Digest: The employment contract of the Deputy Port Director and Executive Director has a two-
7 year term expiring on August 1, 2024. This contract will be extended one (1) additional year. *The*
8 *digest is for informational purposes only and is superseded by the language of the actual ordinance*
9 *or resolution.*

10
11 WHEREAS, Ordinance 22-39 created a Legal Department within the administration of
12 Plaquemines Port to include the position of Executive Counsel; and

13
14 WHEREAS, Resolution 22-170 authorized the hiring of Melissa Folsie Oubre, as In-House Legal
15 Counsel for Plaquemines Port; and

16
17 WHEREAS, Resolution 22-217 amended Melissa Folsie Oubre’s contract and changed her title to
18 Deputy Port Director and Executive Counsel; and

19
20 WHEREAS, Deputy Port Director / Executive Counsel’s contract has an expiration date of August
21 1, 2024, and it is the desire of Plaquemines Port to extend the contract for one additional year to
22 expire on August 1, 2025; and

23
24 WHEREAS, six (6) months prior to the completion of the initial two (2) year employment contract
25 term, the salary of the Deputy Port Director and Executive Council will be subject to re-
26 negotiations;

27
28 NOW, THEREFORE:

29
30 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
31 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
32 DISTRICT THAT the Secretary of this Council is hereby authorized and directed to immediately
33 certify and release this Resolution and that Parish employees and officials are authorized to carry
34 out the purposes of this Resolution, both without further reading and approval by the Plaquemines
35 Parish Council.
36

ORDINANCE NO. 23-

The following Ordinance was offered by Commissioner Guey who moved its adoption:

An Ordinance authorizing and directing Charles D. Tillotson, Executive Director of the Plaquemines Port Harbor & Terminal District (the “Port”) to purchase land, owned by Kevin M. and Melanie C. Horner, or their successor(s) in title, which property is commonly referred to as LOT 51, totaling 10.36 acres and with a legal description of : LOT 51, POINTE CELESTE FARMS S/D #2 - 248' ON R/DESC R/W OF HWY 23 X 1,685.62'/1658.62' X 293.78' with the more formal legal description of said property attached hereto as Exhibit “A”; and otherwise to provide with respect thereto.

DIGEST: The Port is continuing to acquire the “piano keys” parcels for Port development. The Port is seeking approval to move forward with the purchase of Lot 51, owned by Kevin M. and Melanie C. Horner. *The digest is for informational purposes only and is superseded by the language of the actual ordinance or resolution.*

WHEREAS, through Ordinance 23-93 approved on July 13, 2023, the Council authorized the expropriation of the above referenced property; and

WHEREAS, following the approval of Ordinance 23-93, the property owners have entered into a mutually agreed upon and executed Purchase and Sale Agreement; and

WHEREAS, the property has been appraised; and

WHEREAS, the negotiations between Kevin M. and Melanie C. Horner and the Port recognize a total recommended purchase price of said property for \$180,000 for Lot 51, Pointe Celeste Farms S/D #2 - 248' ON R/DESC R/W OF HWY 23 X 1,685.62'/1658.62' X 293.78', currently owned by Kevin M. and Melanie C. Horner;

NOW, THEREFORE

BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT THAT:

SECTION 1

It hereby authorizes and directs Charles Tillotson, Executive Director of the Plaquemines Port, Harbor and Terminal District, to acquire the land owned by Kevin M. and Melanie C. Horner, more fully described by the legal description attached hereto as Exhibit “A.”

SECTION 2

The acquisition shall be for a purchase price of \$180,000 plus closing cost from the Port Land Fund for the transfer of ownership of the land at Lots 51, Pointe Celeste Farms S/D, currently owned by Kevin M. and Melanie C. Horner, to the Plaquemines Port, Harbor and Terminal District.

SECTION 3

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Port employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 23-

The following Ordinance was offered by Commissioner Guey who moved its adoption:

1 An Ordinance to amend the 2023 Plaquemines Port, Harbor & Terminal District
2 Operating Expenditure Budget, General Operations Division; and otherwise to
3 provide with respect thereto.

4 DIGEST: An ordinance to appropriate \$769,006 to the General Operations division for the annual
5 interagency service charges due to Plaquemines Parish Government. The 2023 Plaquemines Port,
6 Harbor & Terminal District expense budgets for the interagency service charges were
7 underbudgeted in the 2023 Original Budget; also, several 2023 Plaquemines Parish Government
8 budget adjustment ordinances were adopted which increased the departmental budgets used in
9 calculating the interagency service charges. The funding source for this appropriation is the Port,
10 Harbor & Terminal District unrestricted fund balance. *The digest is for informational purposes*
11 *only and is superseded by the language of the actual ordinance or resolution.*

12 WHEREAS, an amendment to the 2023 Port, Harbor & Terminal District; General Operations
13 division is requested;

14 NOW, THEREFORE:

15
16 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
17 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
18 DISTRICT THAT:

SECTION 1

19
20 The 2023 Port, Harbor and Terminal District, Operating Expenditure Budget, General Operations
21 Division, is amended by appropriating \$769,006 from the Port, Harbor & Terminal District
22 unrestricted fund balance as follows:

Fund: 445 Port, Harbor & Terminal			
Dept/Div: 490-2460 General Operations Division			
Object	Description	Inc/ Dec	Amendment
576.005	Interagency Service Charge	Inc	89,626
576.006	Interagency-Fire & Ambulance	Inc	679,380

SECTION 2

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32
33 The Secretary of this Council is hereby authorized and directed to immediately certify and release
34 this Ordinance and that Port employees and officials are authorized to carry out the purposes of
35 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 23 -

The following Resolution was offered by Commissioner Guey who moved its adoption:

1 A Resolution authorizing the Plaquemines Port Harbor & Terminal District to enter
2 into a Replacement Agreement with the State of Louisiana, Department of
3 Transportation and Development under the Louisiana Port Construction and
4 Development Priority Program for assistance in the implementation of a port
5 improvement project; providing for the necessary documentation of the need for
6 the port improvement; and otherwise to provide with respect thereto.

7
8 WHEREAS, the Plaquemines Port Harbor & Terminal District has a need for port improvements;
9 and

10
11 WHEREAS, the Plaquemines Port Harbor & Terminal District has reviewed the application for
12 the Alliance Water Booster Station and Feed Line Upgrades and agrees with said agreement; and

13
14 WHEREAS, the Plaquemines Port Harbor & Terminal District has applied for State matching
15 funds pursuant to Chapter 47 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, to
16 implement a project to improve its port operation and Plaquemines Port Harbor & Terminal
17 District is fully aware of its obligations under said Statute; and

18
19 WHEREAS, the Plaquemines Port Harbor & Terminal District is a political body duly organized
20 and existing under the laws of the State of Louisiana and is eligible to apply for funds under said
21 Statute;

22
23 NOW, THEREFORE:

24
25 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
26 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
27 DISTRICT THAT Plaquemines Port Harbor & Terminal District acknowledges that an application
28 was submitted to the Louisiana Port Construction and Development Priority Program.

29
30 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
31 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
32 DISTRICT THAT at the appropriate time and prior to commencement of work on the project
33 Plaquemines Port Harbor & Terminal District agrees to execute a Project Agreement and a
34 Statement of Sponsorship pursuant to the Statute and hereby authorizes and empowers Charles D.
35 Tillotson, Executive Director, to enter into and execute said agreement with the Louisiana
36 Department of Transportation and Development.

37
38 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
39 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
40 DISTRICT THAT Charles D. Tillotson, Executive Director, is hereby the Authorized
41 Representative for Plaquemines Port Harbor & Terminal District to represent the port with regards
42 to the receipt of funds from the Louisiana Port Construction and Development Priority Program
43 for a port improvement project.

44
45 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
46 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
47 DISTRICT THAT said Authorized Representative shall have the authority to sign and approve all
48 documents that are necessary under the circumstances to accomplish the above project.

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59 _____
60 (SECRETARY)

61
62
63 _____
64 (CHAIRMAN)

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CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular Board Meeting of The Plaquemines Port Harbor & Terminal District Held on the _____ Day of _____, 20____ In which a quorum was present and voting and that the resolution adopted is still in effect and has not been rescinded or revoked.

Signed at _____ On the _____ Day of _____, 20_____.

(SECRETARY) OR (CLERK)

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RESOLUTION NO. 23-

The following Resolution was offered by Council Member LaFrance who moved its adoption:

1 A Resolution authorizing the issuance and sale of Sixteen Million Dollars
2 (\$16,000,000) of Hurricane Recovery Revenue Notes of the Parish of Plaquemines,
3 State of Louisiana, the proceeds of which shall be advanced at delivery; and
4 otherwise to provide with respect thereto.
5

6 *Digest:* This Resolution provides for the issuance, sale, and delivery of the Parish's \$16 million
7 Hurricane Recovery Note. The proceeds will be used to pay costs associated with the demolition,
8 rehabilitation, repair, reconstruction, renovation, restoration and improvement of the properties
9 and facilities within the Parish resulting from or related to Hurricane Ida. This is a companion
10 resolution to Resolution No. 23-172 and will only be adopted if the chosen lender's proposal
11 requires all proceeds to be advanced at closing. If this Resolution is to be adopted, it will be
12 amended prior to adoption to incorporate the chosen lender's terms. *The digest is for informational*
13 *purposes only and is superseded by the language of the actual ordinance or resolution.*
14

15 WHEREAS, the Parish of Plaquemines, State of Louisiana (the "Issuer") desires to incur debt and
16 issue Sixteen Million Dollars (\$16,000,000) of Hurricane Recovery Revenue Notes (the "Notes"),
17 in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana Revised
18 Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the
19 purpose of (i) paying any costs associated with the demolition, rehabilitation, repair,
20 reconstruction, renovation, restoration and improvement of the properties and facilities within the
21 Issuer resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures
22 and equipment incidental or necessary in connection therewith; and (ii) paying the costs of
23 issuance of the Notes; and
24

25 WHEREAS, the Notes shall be secured by and payable from a pledge of all funds or revenues
26 received or to be received by the Issuer to the extent legally available for the payment of debt
27 service on the Notes, provided that no such funds or revenues shall be so included which have
28 been or are in the future legally dedicated and required for purposes inconsistent therewith by the
29 electorate, by the terms of specific grants, by the terms of particular obligations issued or to be
30 issued or by operation of law (such amount being the "Available Funds of the Issuer"); and
31

32 WHEREAS, it is expressly provided that the full faith and credit of the Issuer shall not be pledged,
33 and there shall be no obligation on the Issuer to levy or increase taxes or other sources of revenue
34 in order to pay debt service on the Notes or to transfer any funds for the payment of debt service
35 that may result in a violation of any law, ruling, regulation, contract or agreement applicable to the
36 Issuer; and
37

38 WHEREAS, the Issuer has no outstanding notes or other obligations of any kind or nature payable
39 from or enjoying a lien on the Available Funds of the Issuer herein pledged; and
40

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41 WHEREAS, the State Bond Commission approved the issuance of the Notes at its meeting on July
42 20, 2023; and

43
44 WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of
45 the Notes and to provide for the authorization and issuance thereof; and

46
47 WHEREAS, it is the further desire of the Issuer to provide for the sale of the Notes to the Purchaser
48 (hereinafter defined) at the price and in the manner hereinafter provided;

49
50 NOW, THEREFORE:

51
52 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT (the "Governing
53 Authority"), acting as the governing authority of the Parish of Plaquemines, State of Louisiana,
54 that:

55
56 **SECTION 1. Definitions.** The following terms as used in this Resolution shall have the
57 following respective meanings, such definitions being equally applicable to both the singular and
58 plural sense of any of such terms.

59
60 "Act" means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as
61 amended, and other constitutional and statutory authority.

62
63 "Additional Parity Notes" means any additional *pari passu* notes which may hereafter
64 be issued on a parity with the Notes pursuant to Section 8 hereof.

65
66 "Agreement" means the agreement to be entered into between the Issuer and the Paying
67 Agent pursuant to this Resolution.

68
69 "Available Funds" means all funds or revenues received or to be received by the Issuer
70 to the extent legally available for the payment of debt service on the Notes, provided that no such
71 funds or revenues shall be so included which have been or are in the future legally dedicated and
72 required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by
73 the terms of particular obligations issued or to be issued or by operation of law.

74
75 "Business Day" means a day of the year other than a Saturday, Sunday or legal holiday
76 for the Issuer.

77
78 "Costs of Issuance" means all items of expense, directly or indirectly payable or
79 reimbursable and related to the authorization, sale and issuance of the Notes, including but not
80 limited to printing costs, costs of preparation and reproduction of documents, filing and recording
81 fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of
82 consultants and professionals, costs of credit ratings, fees and charges for preparation, execution,
83 transportation and safekeeping of the Notes, costs and expenses of refunding, premiums for the
84 insurance of the payment of the Notes, if any, and any other cost, charge or fee paid or payable
85 by the Issuer in connection with the original issuance of Notes.

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86
87 **"Delivery Date"** shall mean the date on which the Notes are delivered to the Purchaser in
88 exchange for payment therefor, which is anticipated to be [August 31,] 2023.

89
90 **"Executive Officers"** shall mean, collectively, the Parish President of the Issuer and the
91 Secretary and Chair of the Governing Authority.

92
93 **"Final Maturity"** means _____, 20__.

94
95 **"Fiscal Year"** means the one-year period commencing on January 1 of each year, or such
96 other one-year period as may be designated by the Governing Authority as the fiscal year of the
97 Issuer.

98 **"Governing Authority"** means the Plaquemines Parish Council.

99
100 **"Government Securities"** means direct obligations of, or obligations the principal of and
101 interest on which are unconditionally guaranteed by the United States of America, which are non-
102 callable prior to their maturity, may be United States Treasury obligations, and may be in book-
103 entry form.

104
105 **"Interest Payment Date"** means each ____ 1 and ____ 1 of each year the Notes are
106 outstanding, commencing _____ 1, 20__.

107
108 **"Issuer"** means the Parish of Plaquemines, State of Louisiana.

109
110 **"Note"** or **"Notes"** means any or all of the Issuer's Hurricane Recovery Revenue Notes,
111 Series 2023, authorized by this Resolution, whether initially delivered or issued in exchange for,
112 upon transfer of, or in lieu of any Note previously issued.

113
114 **"Note Proceeds Fund"** means the special fund of the Issuer to be known as the "Parish of
115 Plaquemines Hurricane Recovery Note Proceeds Fund" as created pursuant to Section 2 hereof.

116
117 **"Note Register"** means the records kept by the Paying Agent at its designated office in
118 which registration of the Notes and transfers of the Notes shall be made as provided herein.

119
120 **"Outstanding"** when used with respect to Notes means, as of the date of determination,
121 all Notes or portions thereof theretofore issued and delivered under this Resolution, except:

- 122
123 1. Notes theretofore canceled by the Paying Agent or delivered to the Paying
124 Agent for cancellation;
125 2. Notes in exchange for or in lieu of which other Notes have been registered and
126 delivered pursuant to this Resolution;
127 3. Notes alleged to have been mutilated, destroyed, lost or stolen which have been
128 paid as provided in this Resolution or by law; and

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- 129 4. Notes or portions thereof which have actually been paid or for the payment of
130 the principal of and interest on which money or Government Securities or both
131 are held in trust with the effect specified in this Resolution.
132

133 **"Owner"** or **"Owners"** when used with respect to any Note means the Person in whose
134 name such Note is registered in the Note Register.
135

136 **"Paying Agent"** means _____, _____, _____, unless and until a
137 successor Paying Agent shall have been appointed pursuant to the applicable provisions of this
138 Resolution, and thereafter "Paying Agent" shall mean such successor Paying Agent.
139

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

143 **"Principal Payment Date"** means _____ 1 of each year the Notes are Outstanding,
144 commencing _____ 1, 20__.

145 **"Purchaser"** means _____, _____, _____, the original purchaser of
146 the Notes.
147
148

149 **"Record Date"** for the interest payable on any Interest Payment Date means the 15th
150 calendar day of the month next preceding such Interest Payment Date.
151

152 **"Resolution"** means this resolution authorizing the issuance of the Notes, as it may be
153 supplemented and amended.
154

155 **SECTION 2. Authorization of Notes; Maturities.** In compliance with the terms and
156 provisions of the Act, there is hereby authorized the incurring of an indebtedness of Sixteen Million
157 Dollars (\$16,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) paying
158 any costs associated with the demolition, rehabilitation, repair, reconstruction, renovation,
159 restoration and improvement of the properties and facilities within the Issuer resulting from or
160 related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental
161 or necessary in connection therewith; and (ii) paying the costs of issuance of the Notes, and to
162 represent said indebtedness, this Governing Authority does hereby authorize the issuance of
163 Sixteen Million Dollars (\$16,000,000) of Hurricane Recovery Revenue Notes, Series 2023, of the
164 Issuer.
165

166 The Notes shall be initially issued in the form of a single, fully-registered Note numbered
167 R-1 in the principal amount of \$16,000,000 and shall be dated the Delivery Date. The purchase
168 price shall equal the principal amount of the Notes and shall be advanced by the Purchaser to the
169 Issuer on the Delivery Date of the Notes and deposited by the Issuer in a special fund of the Issuer
170 to be known as the "Parish of Plaquemines Hurricane Recovery Note Proceeds Fund," hereby
171 created, which (a) shall be maintained with a designated depository of the Issuer, and (b) may be,
172 but is not required to be, a separate bank account in the name of the Issuer. The Issuer, in its sole
173 discretion, may choose to deposit additional funds in the Note Proceeds Fund; however, all funds

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174 on deposit in the Note Proceeds Fund shall be used solely for the purposes for which the Notes are
175 being issued or for paying principal or interest due on the Notes.

176
177 The unpaid principal of the Notes shall bear interest at the interest rate of ____% per
178 annum, calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on
179 the Notes shall accrue from the Delivery Date or from the most recent Interest Payment Date to
180 which interest has been paid or duly provided for and shall be payable on each Interest Payment
181 Date.

182
183 The principal of the Notes shall mature in installments on each Principal Payment Date
184 without necessity of notice in the years and in the principal amounts set forth below, subject to
185 adjustment as set forth in Section 3 hereof:

186
187

Year	Principal
(<u> 1</u>)	<u>Amount</u>
2024	\$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033*	

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199
200 * *Final Maturity Date.*

201
202 To the extent not previously paid, all principal and interest shall become immediately due
203 and payable by the Issuer to the Owner on the Final Maturity Date.

204
205 The installments of principal of the Notes, as they fall due, and interest on the Notes shall
206 be payable by check of the Paying Agent mailed by said Paying Agent to the Owner (determined
207 as of the close of business on the Record Date) at the address shown on the Note Register, except
208 that the payment of the final principal installment on the Final Maturity Date or upon full
209 prepayment shall be made upon presentment and surrender of the Notes to the Paying Agent. Each
210 Note delivered under this Resolution upon transfer of, in exchange for or in lieu of any other Note
211 shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such
212 other Note, and each such Note shall bear interest (as herein set forth) so neither gain nor loss in
213 interest shall result from such transfer, exchange or substitution.

214
215 No Note shall be entitled to any right or benefit under this Resolution, or be valid or
216 obligatory for any purpose, unless there appears on such Note a certificate of registration,

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217 substantially in the form provided in this Resolution, executed by the Paying Agent by manual
218 signature.

219

220 **SECTION 3. Prepayment Provisions.**

221

222 (a) *To be inserted based on selected proposal.*

223

224 (b) *Contingent Prepayment.* Any prepayment of the Notes or any portion thereof may
225 be made expressly contingent upon the availability of funds therefor.

226

227 **SECTION 4. Registration and Transfer.** The Issuer shall cause the Note Register to be
228 kept by the Paying Agent. The Notes may be transferred, registered and assigned only on the Note
229 Register, which such registration shall be at the expense of the Issuer, and only by the execution
230 of an assignment form on the Notes being transferred. A new Note or Notes, may, upon request,
231 be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such
232 transferred and assigned Note or Notes after receipt of the Note(s) to be transferred in proper form.
233 Such new Note or Notes shall be in an authorized denomination of the same maturity and like
234 principal. The Paying Agent shall not be required to issue, register the transfer of, or exchange any
235 Note during a period beginning at the opening of business on a Record Date and ending at the
236 close of business on the Interest Payment Date.

237

238 **SECTION 5. Form of Notes.** The Notes and the endorsements to appear thereon shall be
239 in substantially the forms attached as **Exhibit B** hereto.

240

241 **SECTION 6. Execution of Notes.** The Notes shall be signed by the Executive Officers
242 for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and
243 corporate seal may be either manual or facsimile.

244

245 **SECTION 7. Pledge and Dedication of Revenues.** Pursuant to the Act, the Notes shall
246 be secured by and payable from a pledge and dedication of the Available Funds of the Issuer, and
247 there is hereby irrevocably pledged and dedicated to the payment of the Notes an amount of such
248 Available Funds sufficient to pay the same in principal and interest as they respectively mature.
249 Until the Notes shall have been paid in full in principal and interest, this Governing Authority does
250 hereby obligate the Issuer, itself, and its successors in office to budget annually a sum of money
251 sufficient to pay the Notes and the interest thereon as they respectively mature, including any
252 principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year
253 taxes and to collect other revenues within the limits prescribed by law, sufficient to pay the
254 principal of and interest on the Notes. Pursuant to Section 1430.1 of Title 39 of the Louisiana
255 Revised Statutes of 1950, as amended, the pledge of the Available Funds provided for herein shall
256 be valid, binding, and perfected from the time when the pledge is made, and any Available Funds
257 so pledged and hereafter received by the Issuer or any fiduciary shall immediately be subject to
258 the lien of such pledge and security interest without any physical delivery thereof or further act.

259

260 **SECTION 8. Additional Parity Notes.** The Issuer shall issue no other notes or
261 obligations of any kind or nature payable from or enjoying a lien on the revenues of the Available

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262 Funds having priority over or parity with the Notes, except that Additional Parity Notes may
263 hereafter be issued on a parity with the Notes under any of the following conditions:

264
265 (1) The Notes herein authorized or any part thereof, including the interest
266 thereon, may be refunded, and the refunding notes so issued shall enjoy complete
267 equality of lien with the portion of the Notes which is not refunded, if there be any,
268 and the refunding notes shall continue to enjoy whatever priority of lien over
269 subsequent issues may have been enjoyed by the Notes refunded; provided,
270 however, that if only a portion of the Notes outstanding is so refunded and the
271 refunding notes require total principal and interest payments during any year in
272 excess of the principal and interest which would have been required in such year to
273 pay the Notes refunded thereby, then such Notes may not be refunded without the
274 consent of the Owner of the unrefunded portion of the Notes issued hereunder
275 (provided such consent shall not be required if such refunding notes meet the
276 requirements set forth in clause 2 of this Section).

277
278 (2) Additional Parity Notes may be issued on a parity with the Notes with
279 respect to the Available Funds of the Issuer, provided that the estimated Available
280 Funds of the Issuer in the year in which such Additional Parity Notes are issued are
281 at least 2 times the highest amount of combined principal and interest requirements
282 on the Notes and the Additional Parity Notes in any future year, the Issuer is in full
283 compliance with all covenants and undertakings in connection with the Notes, and
284 the Issuer is not currently delinquent with respect to any payments required to be
285 made in connection therewith.

286
287 (3) The Issuer is expressly authorized to issue one or more series of additional
288 hurricane recovery revenue notes as Additional Parity Notes on a parity with the
289 Notes.

290
291 Notwithstanding the foregoing, the Issuer may without restriction enter into additional
292 obligations or issue other notes secured by a separately-identified source or sources of revenues
293 that comprise a portion of the Available Funds. Junior and subordinate notes may be issued without
294 restriction.

295
296 **SECTION 9. Sinking Fund.** For the payment of the principal of and the interest on the
297 Notes, there is hereby created a special fund known as "Hurricane Recovery Revenue Notes (2023)
298 Sinking Fund," said Sinking Fund to be established and maintained with the Paying Agent or the
299 regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund
300 at least two (2) days in advance of the date on which each payment of principal and/or interest on
301 the Notes falls due, funds fully sufficient to promptly pay the maturing principal and/or interest so
302 falling due on such date; provided, however, that if the Issuer does not possess sufficient Available
303 Funds at the time such deposit is required, the Issuer shall (a) deposit all Available Funds it does
304 possess at such time on a *pro rata* basis to the credit of the Sinking Fund and any sinking fund
305 established for the payment of any Additional Parity Notes, and (b) thereafter deposit on a *pro rata*
306 basis to the Sinking Fund and any sinking fund established for the payment of any Additional

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307 Parity Notes any and all Available Funds received in the future to the extent necessary to cure such
308 insufficiency. The depository for the Sinking Fund shall transfer from the Sinking Fund to the
309 Paying Agent funds fully sufficient to pay promptly the principal and interest falling due on the
310 Notes on such date.

311
312 It shall be specifically understood and agreed, however, and this provision shall be a part
313 of this contract, that after the funds have been budgeted out of the Available Funds for any year
314 sufficient to pay the principal and interest on the Notes and any Additional Parity Notes for that
315 period, then any Available Funds remaining in that year shall be free for expenditure by the Issuer
316 for any lawful purpose.

317
318 All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer
319 or the Paying Agent under the terms of this Resolution shall constitute sacred funds for the benefit
320 of the Owners of the Notes and shall be secured by said fiduciaries at all times to the full extent
321 thereof in the manner required by law for the securing of deposits of public funds.

322
323 All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer,
324 be invested in accordance with the provisions of the laws of the State of Louisiana.

325
326 **SECTION 10. Default.** Upon the Issuer's (i) failure to timely make any payment due
327 hereunder, or (ii) breach or violation of any covenant contained herein, which breach or violation
328 shall continue for a period of thirty (30) days following written notice thereof from either the
329 Paying Agent or the Owners of a majority of the Outstanding principal amount of the Notes
330 (provided, however, that if such breach or violation is of a type that cannot reasonably be cured
331 within said 30-day period, then such period shall be continued until the earliest such date as such
332 breach or violation may reasonably be cured), then any Owner of such bonds or any trustee
333 appointed to represent such Owners as hereinafter provided, shall be authorized to exercise any
334 remedy afforded such person by law, and further provided that the unpaid principal of the Notes
335 shall thereafter bear interest at the interest rate set forth in Section 2 hereof plus 300 basis points,
336 not to exceed the maximum rate allowed by the laws of the State of Louisiana.

337
338 **SECTION 11. Application of Proceeds.** The Executive Officers are hereby empowered,
339 authorized and directed to do any and all things necessary and incidental to carry out all of the
340 provisions of this Resolution, to cause the necessary Notes to be printed, to issue, execute and seal
341 the Notes, and to effect delivery thereof as hereinafter provided. The proceeds derived from the
342 sale of the Notes shall be used only for the purpose for which the Notes are issued.

343
344 **SECTION 12. Notes Legal Obligations.** The Notes shall constitute legal, binding and
345 valid obligations of the Issuer and shall be the only representations of the indebtedness as herein
346 authorized and created.

347
348 **SECTION 13. Resolution a Contract.** The provisions of this Resolution shall
349 constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to
350 time of the Notes, and any such Owner or Owners may at law or in equity, by suit, action,

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351 mandamus or other proceedings, enforce and compel the performance of all duties required to be
352 performed by this Governing Authority or the Issuer as a result of issuing the Notes.

353
354 No material modification or amendment of this Resolution, or of any Resolution
355 amendatory hereof or supplemental hereto, may be made without the consent in writing of the
356 Owners of two-thirds (2/3) of the aggregate principal amount of the Notes then Outstanding;
357 provided, however, that no modification or amendment shall permit a change in the maturity
358 provisions of the Notes, or a reduction in the rate of interest thereon, or in the amount of the
359 principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the
360 interest on the Notes as the same shall come due from the revenues appropriated, pledged and
361 dedicated to the payment thereof by this Resolution, or reduce the percentage of the Owners
362 required to consent to any material modification or amendment of this Resolution, without the
363 consent of the Owners of all of the Outstanding Notes.

364
365 **SECTION 14. Severability; Application of Subsequently Enacted Laws.** In case any
366 one or more of the provisions of this Resolution or of the Notes shall for any reason be held to be
367 illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution
368 or of the Notes, but this Resolution and the Notes shall be construed and enforced as if such illegal
369 or invalid provisions had not been contained therein. Any constitutional or statutory provisions
370 enacted after the date of this Resolution which validate or make legal any provision of this
371 Resolution and/or the Notes which would not otherwise be valid or legal, shall be deemed to apply
372 to this Resolution and to the Notes.

373
374 **SECTION 15. Recital of Regularity.** This Governing Authority having investigated the
375 regularity of the proceedings had in connection with the Notes and having determined the same to
376 be regular, the Notes shall contain the following recital, to-wit:

377
378 "It is certified that this Note is authorized by and is issued in
379 conformity with the requirements of the Constitution and statutes of
380 the State of Louisiana."

381
382 **SECTION 16. Effect of Registration.** The Issuer, the Paying Agent, and any agent of
383 either of them may treat the Owner in whose name any Note is registered as the Owner of such
384 Note for the purpose of receiving payment of the principal of and interest on such Note and for all
385 other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent,
386 nor any agent of either of them shall be affected by notice to the contrary.

387
388 **SECTION 17. Notices to Owners.** Wherever this Resolution provides for notice to
389 Owners of Notes of any event, such notice shall be sufficiently given (unless otherwise herein
390 expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such
391 Notes, at the address of such Owner as it appears in the Note Register. In any case where notice to
392 Owners of Notes is given by mail, neither the failure to mail such notice to any particular Owner
393 of Notes, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with
394 respect to all other Notes. Where this Resolution provides for notice in any manner, such notice
395 may be waived in writing by the Owner or Owners entitled to receive such notice, either before or

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396 after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners
397 shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the
398 validity of any action taken in reliance upon such waiver.
399

400 **SECTION 18. Cancellation of Notes.** All Notes surrendered for payment, transfer,
401 exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and,
402 if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled,
403 shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying
404 Agent for cancellation any Notes previously registered and delivered which the Issuer may have
405 acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the
406 Paying Agent. All canceled Notes held by the Paying Agent shall be disposed of as directed in
407 writing by the Issuer.
408

409 **SECTION 19. Mutilated, Destroyed, Lost or Stolen Notes.** If (1) any mutilated Note
410 is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their
411 satisfaction of the destruction, loss or theft of any Note, and (2) there is delivered to the Issuer and
412 the Paying Agent such security or indemnity as may be required by them to save each of them
413 harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Note has been
414 acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent
415 shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen
416 Note, a new Note of the same maturity and of like tenor, interest rate and principal amount, bearing
417 a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen
418 Note has become or is about to become due and payable, the Issuer in its discretion may, instead
419 of issuing a new Note, pay such Note. Upon the issuance of any new Note under this Section, the
420 Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other
421 governmental charge that may be imposed in relation thereto and any other expenses (including
422 the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant
423 to this Section in lieu of any mutilated, destroyed, lost or stolen note shall constitute a replacement
424 of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note
425 shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution
426 equally and ratably with all other Outstanding Notes. Any additional procedures set forth in the
427 Agreement, authorized in this Resolution, shall also be available with respect to mutilated,
428 destroyed, lost or stolen Notes. The provisions of this Section are exclusive and shall preclude (to
429 the extent lawful) all other rights and remedies with respect to the replacement and payment of
430 mutilated, destroyed, lost or stolen Notes.
431

432 **SECTION 20. Discharge of Resolution; Defeasance.** If the Issuer shall pay or cause to
433 be paid, or there shall otherwise be paid to the Owners of all of the Notes, the principal of and
434 interest on the Notes, at the times and in the manner stipulated in this Resolution, then the pledge
435 of the money, securities, and funds pledged under this Resolution and all covenants, agreements,
436 and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void
437 and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by
438 it under this Resolution to the Issuer.
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440 Notes or interest installments for the payment of which money shall have been set aside
441 and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at
442 the maturity date thereof shall be deemed to have been paid within the meaning and with the effect
443 expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title
444 39 of the Louisiana Revised Statutes of 1950, as amended.
445

446 **SECTION 21. Successor Paying Agent; Paying Agent Agreement.** The Issuer will at
447 all times maintain a Paying Agent meeting the qualifications hereinafter described for the
448 performance of the duties hereunder for the Notes. The designation of the initial Paying Agent in
449 this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a
450 successor Paying Agent by (a) filing with the Person then performing such function a certified
451 copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing
452 a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed
453 hereunder shall at all times be a bank or trust company organized and doing business under the
454 laws of the United States of America or of any state, authorized under such laws to exercise trust
455 powers, and subject to supervision or examination by Federal or State authority. The Executive
456 Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying
457 Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the
458 signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the
459 authority granted hereunder.
460

461 **SECTION 22. Disclosure Under SEC Rule 15c2-12.** The Issuer will *not* be required to
462 comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities
463 and Exchange Commission [17 CFR §240.15c2-12].
464

465 **SECTION 23. Publication.** A copy of this Resolution shall be published immediately
466 after its adoption in one issue of the official journal of the Issuer; however, it shall not be necessary
467 to publish any exhibits hereto if the same are available for public inspection and such fact is stated
468 in the publication.
469

470 **SECTION 24. Award of Notes.** The Issuer hereby accepts the offer of the Purchaser for
471 the Notes, which offer is contained in the term sheet attached as **Exhibit A** hereto, and any
472 Executive Officer is hereby authorized and directed to execute said offer on behalf of the Issuer.
473 As a condition to the delivery of the Notes to the Purchaser, the Purchaser will execute a standard
474 letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to
475 the Notes and is extending credit in the form of the Notes as a vehicle for making a commercial
476 loan to the Issuer.
477

478 It is expressly noted that the principal amount of the Notes authorized hereunder is less
479 than the maximum principal amount authorized by the term sheet attached as **Exhibit A** hereto.
480

481 **SECTION 25. Execution of Documents.** In connection with the issuance and sale of
482 the Notes, the Executive Officers and the Finance Director are each authorized, empowered and
483 directed to execute on behalf of the Issuer such documents, certificates and instruments as they
484 may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by

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485 this Resolution, the signatures of the Executive Officers and Finance Director on such documents,
486 certificates and instruments to be conclusive evidence of the due exercise of the authority granted
487 hereunder.

488

489 **SECTION 26. Headings.** The headings of the various sections hereof are inserted for
490 convenience of reference only and shall not control or affect the meaning or construction of any
491 of the provisions hereof.

492

493 **SECTION 27. Effective Date.** This Resolution shall take effect immediately.

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495 The foregoing having been submitted to a vote, the vote thereon was as follows:

496 YEAS:

497

498 NAYS:

499

500 ABSTAIN:

501

502 ABSENT:

503

504 And the resolution was declared adopted on this, the ____ day of August, 2023.

505

506 /s/ Kim M. Toups
507 Council Secretary

 /s/ W. Keith Hinkley
Parish President

508

509

510

511

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RESOLUTION NO. 23-

The following Resolution was offered by Council Member LaFrance who moved its adoption:

1 A Resolution authorizing the issuance and sale of Sixteen Million Dollars
2 (\$16,000,000) of Hurricane Recovery Revenue Notes of the Parish of Plaquemines,
3 State of Louisiana, the proceeds of which shall be advanced as requisitioned; and
4 otherwise to provide with respect thereto.

5
6 *Digest:* This Resolution provides for the issuance, sale, and delivery of the Parish's \$16 million
7 Hurricane Recovery Note. The proceeds will be used to pay costs associated with the demolition,
8 rehabilitation, repair, reconstruction, renovation, restoration and improvement of the properties
9 and facilities within the Parish resulting from or related to Hurricane Ida. This is a companion
10 resolution to Resolution No. 23-172 and will only be adopted if the chosen lender's proposal
11 requires proceeds to be advanced as requisitioned. If this Resolution is to be adopted, it will be
12 amended prior to adoption to incorporate the chosen lender's terms. *The digest is for informational*
13 *purposes only and is superseded by the language of the actual ordinance or resolution.*

14
15 WHEREAS, the Parish of Plaquemines, State of Louisiana (the "Issuer") desires to incur debt and
16 issue Sixteen Million Dollars (\$16,000,000) of Hurricane Recovery Revenue Notes (the "Notes"),
17 in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana Revised
18 Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the
19 purpose of (i) paying any costs associated with the demolition, rehabilitation, repair,
20 reconstruction, renovation, restoration and improvement of the properties and facilities within the
21 Issuer resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures
22 and equipment incidental or necessary in connection therewith; and (ii) paying the costs of
23 issuance of the Notes; and

24
25 WHEREAS, the Notes shall be secured by and payable from a pledge of all funds or revenues
26 received or to be received by the Issuer to the extent legally available for the payment of debt
27 service on the Notes, provided that no such funds or revenues shall be so included which have
28 been or are in the future legally dedicated and required for purposes inconsistent therewith by the
29 electorate, by the terms of specific grants, by the terms of particular obligations issued or to be
30 issued or by operation of law (such amount being the "Available Funds of the Issuer"); and

31
32 WHEREAS, it is expressly provided that the full faith and credit of the Issuer shall not be pledged,
33 and there shall be no obligation on the Issuer to levy or increase taxes or other sources of revenue
34 in order to pay debt service on the Notes or to transfer any funds for the payment of debt service
35 that may result in a violation of any law, ruling, regulation, contract or agreement applicable to the
36 Issuer; and

37
38 WHEREAS, the Issuer has no outstanding notes or other obligations of any kind or nature payable
39 from or enjoying a lien on the Available Funds of the Issuer herein pledged; and

40
41 WHEREAS, the State Bond Commission approved the issuance of the Notes at its meeting on July
42 20, 2023; and

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43
44 WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of
45 the Notes and to provide for the authorization and issuance thereof; and

46
47 WHEREAS, it is the further desire of the Issuer to provide for the sale of the Notes to the Purchaser
48 (hereinafter defined) at the price and in the manner hereinafter provided;

49
50 NOW, THEREFORE:

51
52 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT (the "Governing
53 Authority"), acting as the governing authority of the Parish of Plaquemines, State of Louisiana,
54 that:

55 **SECTION 1. Definitions.** The following terms as used in this Resolution shall have the
56 following respective meanings, such definitions being equally applicable to both the singular and
57 plural sense of any of such terms.

58
59 **"Act"** means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as
60 amended, and other constitutional and statutory authority.

61
62 **"Additional Parity Notes"** means any additional *pari passu* notes which may hereafter
63 be issued on a parity with the Notes pursuant to Section 8 hereof.

64
65 **"Agreement"** means the agreement to be entered into between the Issuer and the Paying
66 Agent pursuant to this Resolution.

67
68 **"Available Funds"** means all funds or revenues received or to be received by the Issuer
69 to the extent legally available for the payment of debt service on the Notes, provided that no such
70 funds or revenues shall be so included which have been or are in the future legally dedicated and
71 required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by
72 the terms of particular obligations issued or to be issued or by operation of law.

73
74 **"Business Day"** means a day of the year other than a Saturday, Sunday or legal holiday
75 for the Issuer.

76
77 **"Costs of Issuance"** means all items of expense, directly or indirectly payable or
78 reimbursable and related to the authorization, sale and issuance of the Notes, including but not
79 limited to printing costs, costs of preparation and reproduction of documents, filing and recording
80 fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of
81 consultants and professionals, costs of credit ratings, fees and charges for preparation, execution,
82 transportation and safekeeping of the Notes, costs and expenses of refunding, premiums for the
83 insurance of the payment of the Notes, if any, and any other cost, charge or fee paid or payable
84 by the Issuer in connection with the original issuance of Notes.

85
86 **"Delivery Date"** shall mean the date on which the Purchaser advances funds for the
87 purchase of the Notes, which is anticipated to be [August 31,] 2023.

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"Executive Officers" shall mean, collectively, the Parish President of the Issuer and the Secretary and Chair of the Governing Authority.

"Final Maturity" means _____, 20____.

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

"Governing Authority" means the Plaquemines Parish Council.

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

"Interest Payment Date" means each _____ 1 and _____ 1 of each year the Notes are outstanding, commencing _____ 1, 20____.

"Issuer" means the Parish of Plaquemines, State of Louisiana.

"Note" or **"Notes"** means any or all of the Issuer's Hurricane Recovery Revenue Notes, Series 2023, authorized by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Note previously issued.

"Note Proceeds Fund" means the special fund of the Issuer to be known as the "Parish of Plaquemines Hurricane Recovery Note Proceeds Fund" as created pursuant to Section 2 hereof.

"Note Register" means the records kept by the Paying Agent at its designated office in which registration of the Notes and transfers of the Notes shall be made as provided herein.

"Outstanding" when used with respect to Notes means, as of the date of determination, all Notes or portions thereof theretofore issued and delivered under this Resolution, except:

1. Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Notes in exchange for or in lieu of which other Notes have been registered and delivered pursuant to this Resolution;
3. Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Resolution or by law; and
4. Notes or portions thereof which have actually been paid or for the payment of the principal of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

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132 "Owner" or "Owners" when used with respect to any Note means the Person in whose
133 name such Note is registered in the Note Register.

134
135 "Paying Agent" means _____, _____, _____, unless and until a
136 successor Paying Agent shall have been appointed pursuant to the applicable provisions of this
137 Resolution, and thereafter "Paying Agent" shall mean such successor Paying Agent.

138
139 "Person" means any individual, corporation, partnership, joint venture, association, joint-
140 stock company, trust, unincorporated organization or government or any agency or political
141 subdivision thereof.

142 "Principal Payment Date" means _____ 1 of each year the Notes are Outstanding,
143 commencing _____ 1, 20__.

144
145 "Purchaser" means _____, _____, _____, the original purchaser of
146 the Notes.

147
148 "Record Date" for the interest payable on any Interest Payment Date means the 15th
149 calendar day of the month next preceding such Interest Payment Date.

150
151 "Resolution" means this resolution authorizing the issuance of the Notes, as it may be
152 supplemented and amended.

153
154 **SECTION 2. Authorization of Notes; Maturities.** In compliance with the terms and
155 provisions of the Act, there is hereby authorized the incurring of an indebtedness of Sixteen Million
156 Dollars (\$16,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) paying
157 any costs associated with the demolition, rehabilitation, repair, reconstruction, renovation,
158 restoration and improvement of the properties and facilities within the Issuer resulting from or
159 related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental
160 or necessary in connection therewith; and (ii) paying the costs of issuance of the Notes, and to
161 represent said indebtedness, this Governing Authority does hereby authorize the issuance of
162 Sixteen Million Dollars (\$16,000,000) of Hurricane Recovery Revenue Notes, Series 2023, of the
163 Issuer.

164
165 The Notes shall be initially issued in the form of a single, fully-registered Note numbered
166 R-1 in the principal amount of \$16,000,000 and shall be dated the Delivery Date. [The purchase
167 price shall equal the principal amount of the Notes and shall be advanced by the Purchaser to the
168 Issuer in installments upon request of the Issuer, each installment as received to be deposited by
169 the Issuer in a special fund of the Issuer to be known as the "Parish of Plaquemines Hurricane
170 Recovery Note Proceeds Fund," hereby created, which (a) shall be maintained with a designated
171 depository of the Issuer, and (b) may be, but is not required to be, a separate bank account in the
172 name of the Issuer.] The Issuer, in its sole discretion, may choose to deposit additional funds in
173 the Note Proceeds Fund; however, all funds on deposit in the Note Proceeds Fund shall be used
174 solely for the purposes for which the Notes are being issued or for paying principal or interest due
175 on the Notes.

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The unpaid principal of the Notes shall bear interest at the interest rate of ____% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Notes shall accrue [as advanced] or from the most recent Interest Payment Date to which interest has been paid or duly provided for and shall be payable on each Interest Payment Date.

The principal of the Notes shall mature in installments on each Principal Payment Date without necessity of notice in the years and in the principal amounts set forth below, subject to adjustment as set forth in Section 3 hereof:

Year	Principal
(____ 1)	<u>Amount</u>
2024	\$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033*	

** Final Maturity Date.*

To the extent not previously paid, all principal and interest shall become immediately due and payable by the Issuer to the Owner on the Final Maturity Date.

The installments of principal of the Notes, as they fall due, and interest on the Notes shall be payable by check of the Paying Agent mailed by said Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register, except that the payment of the final principal installment on the Final Maturity Date or upon full prepayment shall be made upon presentment and surrender of the Notes to the Paying Agent. Each Note delivered under this Resolution upon transfer of, in exchange for or in lieu of any other Note shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note, and each such Note shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

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

SECTION 3. Prepayment Provisions.

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221 (a) *To be inserted based on selected proposal.*

222
223 (b) *Contingent Prepayment.* Any prepayment of the Notes or any portion thereof may
224 be made expressly contingent upon the availability of funds therefor.

225
226 **SECTION 4. Registration and Transfer.** The Issuer shall cause the Note Register to be
227 kept by the Paying Agent. The Notes may be transferred, registered and assigned only on the Note
228 Register, which such registration shall be at the expense of the Issuer, and only by the execution
229 of an assignment form on the Notes being transferred. A new Note or Notes, may, upon request,
230 be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such
231 transferred and assigned Note or Notes after receipt of the Note(s) to be transferred in proper form.
232 Such new Note or Notes shall be in an authorized denomination of the same maturity and like
233 principal. The Paying Agent shall not be required to issue, register the transfer of, or exchange any
234 Note during a period beginning at the opening of business on a Record Date and ending at the
235 close of business on the Interest Payment Date.

236
237 **SECTION 5. Form of Notes.** The Notes and the endorsements to appear thereon shall be
238 in substantially the forms attached as **Exhibit B** hereto.

239
240 **SECTION 6. Execution of Notes.** The Notes shall be signed by the Executive Officers
241 for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and
242 corporate seal may be either manual or facsimile.

243
244 **SECTION 7. Pledge and Dedication of Revenues.** Pursuant to the Act, the Notes shall
245 be secured by and payable from a pledge and dedication of the Available Funds of the Issuer, and
246 there is hereby irrevocably pledged and dedicated to the payment of the Notes an amount of such
247 Available Funds sufficient to pay the same in principal and interest as they respectively mature.
248 Until the Notes shall have been paid in full in principal and interest, this Governing Authority does
249 hereby obligate the Issuer, itself, and its successors in office to budget annually a sum of money
250 sufficient to pay the Notes and the interest thereon as they respectively mature, including any
251 principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year
252 taxes and to collect other revenues within the limits prescribed by law, sufficient to pay the
253 principal of and interest on the Notes. Pursuant to Section 1430.1 of Title 39 of the Louisiana
254 Revised Statutes of 1950, as amended, the pledge of the Available Funds provided for herein shall
255 be valid, binding, and perfected from the time when the pledge is made, and any Available Funds
256 so pledged and hereafter received by the Issuer or any fiduciary shall immediately be subject to
257 the lien of such pledge and security interest without any physical delivery thereof or further act.

258
259 **SECTION 8. Additional Parity Notes.** The Issuer shall issue no other notes or
260 obligations of any kind or nature payable from or enjoying a lien on the revenues of the Available
261 Funds having priority over or parity with the Notes, except that Additional Parity Notes may
262 hereafter be issued on a parity with the Notes under any of the following conditions:

263
264 (1) The Notes herein authorized or any part thereof, including the interest
265 thereon, may be refunded, and the refunding notes so issued shall enjoy complete

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266 equality of lien with the portion of the Notes which is not refunded, if there be any,
267 and the refunding notes shall continue to enjoy whatever priority of lien over
268 subsequent issues may have been enjoyed by the Notes refunded; provided,
269 however, that if only a portion of the Notes outstanding is so refunded and the
270 refunding notes require total principal and interest payments during any year in
271 excess of the principal and interest which would have been required in such year to
272 pay the Notes refunded thereby, then such Notes may not be refunded without the
273 consent of the Owner of the unrefunded portion of the Notes issued hereunder
274 (provided such consent shall not be required if such refunding notes meet the
275 requirements set forth in clause 2 of this Section).

276
277 (2) Additional Parity Notes may be issued on a parity with the Notes with
278 respect to the Available Funds of the Issuer, provided that the estimated Available
279 Funds of the Issuer in the year in which such Additional Parity Notes are issued are
280 at least 2 times the highest amount of combined principal and interest requirements
281 on the Notes and the Additional Parity Notes in any future year, the Issuer is in full
282 compliance with all covenants and undertakings in connection with the Notes, and
283 the Issuer is not currently delinquent with respect to any payments required to be
284 made in connection therewith.

285
286 (3) The Issuer is expressly authorized to issue one or more series of additional
287 hurricane recovery revenue notes as Additional Parity Notes on a parity with the
288 Notes.

289
290 Notwithstanding the foregoing, the Issuer may without restriction enter into additional
291 obligations or issue other notes secured by a separately-identified source or sources of revenues
292 that comprise a portion of the Available Funds. Junior and subordinate notes may be issued without
293 restriction.

294
295 **SECTION 9. Sinking Fund.** For the payment of the principal of and the interest on the
296 Notes, there is hereby created a special fund known as "Hurricane Recovery Revenue Notes (2023)
297 Sinking Fund," said Sinking Fund to be established and maintained with the Paying Agent or the
298 regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund
299 at least two (2) days in advance of the date on which each payment of principal and/or interest on
300 the Notes falls due, funds fully sufficient to promptly pay the maturing principal and/or interest so
301 falling due on such date; provided, however, that if the Issuer does not possess sufficient Available
302 Funds at the time such deposit is required, the Issuer shall (a) deposit all Available Funds it does
303 possess at such time on a *pro rata* basis to the credit of the Sinking Fund and any sinking fund
304 established for the payment of any Additional Parity Notes, and (b) thereafter deposit on a *pro rata*
305 basis to the Sinking Fund and any sinking fund established for the payment of any Additional
306 Parity Notes any and all Available Funds received in the future to the extent necessary to cure such
307 insufficiency. The depository for the Sinking Fund shall transfer from the Sinking Fund to the
308 Paying Agent funds fully sufficient to pay promptly the principal and interest falling due on the
309 Notes on such date.

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311 It shall be specifically understood and agreed, however, and this provision shall be a part
312 of this contract, that after the funds have been budgeted out of the Available Funds for any year
313 sufficient to pay the principal and interest on the Notes and any Additional Parity Notes for that
314 period, then any Available Funds remaining in that year shall be free for expenditure by the Issuer
315 for any lawful purpose.

316
317 All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer
318 or the Paying Agent under the terms of this Resolution shall constitute sacred funds for the benefit
319 of the Owners of the Notes and shall be secured by said fiduciaries at all times to the full extent
320 thereof in the manner required by law for the securing of deposits of public funds.

321
322 All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer,
323 be invested in accordance with the provisions of the laws of the State of Louisiana.

324
325 **SECTION 10. Default.** Upon the Issuer's (i) failure to timely make any payment due
326 hereunder, or (ii) breach or violation of any covenant contained herein, which breach or violation
327 shall continue for a period of thirty (30) days following written notice thereof from either the
328 Paying Agent or the Owners of a majority of the Outstanding principal amount of the Notes
329 (provided, however, that if such breach or violation is of a type that cannot reasonably be cured
330 within said 30-day period, then such period shall be continued until the earliest such date as such
331 breach or violation may reasonably be cured), then any Owner of such bonds or any trustee
332 appointed to represent such Owners as hereinafter provided, shall be authorized to exercise any
333 remedy afforded such person by law, and further provided that the unpaid principal of the Notes
334 shall thereafter bear interest at the interest rate set forth in Section 2 hereof plus 300 basis points,
335 not to exceed the maximum rate allowed by the laws of the State of Louisiana.

336
337 **SECTION 11. Application of Proceeds.** The Executive Officers are hereby empowered,
338 authorized and directed to do any and all things necessary and incidental to carry out all of the
339 provisions of this Resolution, to cause the necessary Notes to be printed, to issue, execute and seal
340 the Notes, and to effect delivery thereof as hereinafter provided. The proceeds derived from the
341 sale of the Notes shall be used only for the purpose for which the Notes are issued.

342
343 **SECTION 12. Notes Legal Obligations.** The Notes shall constitute legal, binding and
344 valid obligations of the Issuer and shall be the only representations of the indebtedness as herein
345 authorized and created.

346
347 **SECTION 13. Resolution a Contract.** The provisions of this Resolution shall
348 constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to
349 time of the Notes, and any such Owner or Owners may at law or in equity, by suit, action,
350 mandamus or other proceedings, enforce and compel the performance of all duties required to be
351 performed by this Governing Authority or the Issuer as a result of issuing the Notes.

352
353 No material modification or amendment of this Resolution, or of any Resolution
354 amendatory hereof or supplemental hereto, may be made without the consent in writing of the
355 Owners of two-thirds (2/3) of the aggregate principal amount of the Notes then Outstanding;

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356 provided, however, that no modification or amendment shall permit a change in the maturity
357 provisions of the Notes, or a reduction in the rate of interest thereon, or in the amount of the
358 principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the
359 interest on the Notes as the same shall come due from the revenues appropriated, pledged and
360 dedicated to the payment thereof by this Resolution, or reduce the percentage of the Owners
361 required to consent to any material modification or amendment of this Resolution, without the
362 consent of the Owners of all of the Outstanding Notes.

363
364 **SECTION 14. Severability; Application of Subsequently Enacted Laws.** In case any
365 one or more of the provisions of this Resolution or of the Notes shall for any reason be held to be
366 illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution
367 or of the Notes, but this Resolution and the Notes shall be construed and enforced as if such illegal
368 or invalid provisions had not been contained therein. Any constitutional or statutory provisions
369 enacted after the date of this Resolution which validate or make legal any provision of this
370 Resolution and/or the Notes which would not otherwise be valid or legal, shall be deemed to apply
371 to this Resolution and to the Notes.

372
373 **SECTION 15. Recital of Regularity.** This Governing Authority having investigated the
374 regularity of the proceedings had in connection with the Notes and having determined the same to
375 be regular, the Notes shall contain the following recital, to-wit:

376
377 "It is certified that this Note is authorized by and is issued in
378 conformity with the requirements of the Constitution and statutes of
379 the State of Louisiana."
380

381 **SECTION 16. Effect of Registration.** The Issuer, the Paying Agent, and any agent of
382 either of them may treat the Owner in whose name any Note is registered as the Owner of such
383 Note for the purpose of receiving payment of the principal of and interest on such Note and for all
384 other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent,
385 nor any agent of either of them shall be affected by notice to the contrary.

386
387 **SECTION 17. Notices to Owners.** Wherever this Resolution provides for notice to
388 Owners of Notes of any event, such notice shall be sufficiently given (unless otherwise herein
389 expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such
390 Notes, at the address of such Owner as it appears in the Note Register. In any case where notice to
391 Owners of Notes is given by mail, neither the failure to mail such notice to any particular Owner
392 of Notes, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with
393 respect to all other Notes. Where this Resolution provides for notice in any manner, such notice
394 may be waived in writing by the Owner or Owners entitled to receive such notice, either before or
395 after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners
396 shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the
397 validity of any action taken in reliance upon such waiver.

398
399 **SECTION 18. Cancellation of Notes.** All Notes surrendered for payment, transfer,
400 exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and,

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401 if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled,
402 shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying
403 Agent for cancellation any Notes previously registered and delivered which the Issuer may have
404 acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the
405 Paying Agent. All canceled Notes held by the Paying Agent shall be disposed of as directed in
406 writing by the Issuer.

407
408 **SECTION 19. Mutilated, Destroyed, Lost or Stolen Notes.** If (1) any mutilated Note
409 is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their
410 satisfaction of the destruction, loss or theft of any Note, and (2) there is delivered to the Issuer and
411 the Paying Agent such security or indemnity as may be required by them to save each of them
412 harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Note has been
413 acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent
414 shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen
415 Note, a new Note of the same maturity and of like tenor, interest rate and principal amount, bearing
416 a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen
417 Note has become or is about to become due and payable, the Issuer in its discretion may, instead
418 of issuing a new Note, pay such Note. Upon the issuance of any new Note under this Section, the
419 Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other
420 governmental charge that may be imposed in relation thereto and any other expenses (including
421 the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant
422 to this Section in lieu of any mutilated, destroyed, lost or stolen note shall constitute a replacement
423 of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note
424 shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution
425 equally and ratably with all other Outstanding Notes. Any additional procedures set forth in the
426 Agreement, authorized in this Resolution, shall also be available with respect to mutilated,
427 destroyed, lost or stolen Notes. The provisions of this Section are exclusive and shall preclude (to
428 the extent lawful) all other rights and remedies with respect to the replacement and payment of
429 mutilated, destroyed, lost or stolen Notes.

430
431 **SECTION 20. Discharge of Resolution; Defeasance.** If the Issuer shall pay or cause to
432 be paid, or there shall otherwise be paid to the Owners of all of the Notes, the principal of and
433 interest on the Notes, at the times and in the manner stipulated in this Resolution, then the pledge
434 of the money, securities, and funds pledged under this Resolution and all covenants, agreements,
435 and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void
436 and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by
437 it under this Resolution to the Issuer.

438
439 Notes or interest installments for the payment of which money shall have been set aside
440 and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at
441 the maturity date thereof shall be deemed to have been paid within the meaning and with the effect
442 expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title
443 39 of the Louisiana Revised Statutes of 1950, as amended.

444

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445 **SECTION 21. Successor Paying Agent; Paying Agent Agreement.** The Issuer will at
446 all times maintain a Paying Agent meeting the qualifications hereinafter described for the
447 performance of the duties hereunder for the Notes. The designation of the initial Paying Agent in
448 this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a
449 successor Paying Agent by (a) filing with the Person then performing such function a certified
450 copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing
451 a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed
452 hereunder shall at all times be a bank or trust company organized and doing business under the
453 laws of the United States of America or of any state, authorized under such laws to exercise trust
454 powers, and subject to supervision or examination by Federal or State authority. The Executive
455 Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying
456 Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the
457 signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the
458 authority granted hereunder.

459
460 **SECTION 22. Disclosure Under SEC Rule 15c2-12.** The Issuer will *not* be required to
461 comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities
462 and Exchange Commission [17 CFR §240.15c2-12].

463
464 **SECTION 23. Publication.** A copy of this Resolution shall be published immediately
465 after its adoption in one issue of the official journal of the Issuer; however, it shall not be necessary
466 to publish any exhibits hereto if the same are available for public inspection and such fact is stated
467 in the publication.

468
469 **SECTION 24. Award of Notes.** The Issuer hereby accepts the offer of the Purchaser for
470 the Notes, which offer is contained in the term sheet attached as **Exhibit A** hereto, and any
471 Executive Officer is hereby authorized and directed to execute said offer on behalf of the Issuer.
472 As a condition to the delivery of the Notes to the Purchaser, the Purchaser will execute a standard
473 letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to
474 the Notes and is extending credit in the form of the Notes as a vehicle for making a commercial
475 loan to the Issuer.

476
477 It is expressly noted that the principal amount of the Notes authorized hereunder is less
478 than the maximum principal amount authorized by the term sheet attached as **Exhibit A** hereto.

479
480 **SECTION 25. Execution of Documents.** In connection with the issuance and sale of
481 the Notes, the Executive Officers and the Finance Director are each authorized, empowered and
482 directed to execute on behalf of the Issuer such documents, certificates and instruments as they
483 may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by
484 this Resolution, the signatures of the Executive Officers and Finance Director on such documents,
485 certificates and instruments to be conclusive evidence of the due exercise of the authority granted
486 hereunder.

487

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488 **SECTION 26. Headings.** The headings of the various sections hereof are inserted for
489 convenience of reference only and shall not control or affect the meaning or construction of any
490 of the provisions hereof.

491
492 **SECTION 27. Effective Date.** This Resolution shall take effect immediately.

493
494 The foregoing having been submitted to a vote, the vote thereon was as follows:

495 YEAS:

496

497 NAYS:

498

499 ABSTAIN:

500

501 ABSENT:

502

503 And the resolution was declared adopted on this, the ____ day of August, 2023.

504

505 _____
506 /s/ Kim M. Toups
507 Council Secretary

508

509

510

510

/s/ W. Keith Hinkley
Parish President

ORDINANCE NO. 23-

The following Ordinance was offered by Council Member LaFrance who moved its adoption:

1 An Ordinance approving a plan of resubdivision of Dewanna Colligan Treadway
2 Property, Section 10 (1831), 15 (1860), T19S, R28E, Homeplace, Plaquemines
3 Parish, Louisiana, into Lots DC1 and DC2, Homeplace, Plaquemines Parish,
4 Louisiana, as shown on the plan and plat of survey by Dufrene Surveying &
5 Engineering, Inc., dated May 18, 2023, the owner having fulfilled all of the
6 requirements of the Subdivision and Resubdivision Ordinance of the Parish of
7 Plaquemines, without cost to the Plaquemines Parish Government or the Parish of
8 Plaquemines; and otherwise to provide with respect thereto.

9 Digest: The property owner wants to subdivide their property into two lots for future development.
10 *The digest is for informational purposes only and is superseded by the language of the actual*
11 *ordinance or resolution.*

12
13 WHEREAS, Dewanna Colligan Treadway is the owner of the property in Section 10 (1831), 15
14 (1860), T19S, R28E, Homeplace, Plaquemines Parish, Louisiana, as more fully shown on the plan
15 and plat of resubdivision by Dufrene Surveying & Engineering, Inc., dated, May 18, 2023, a print
16 whereof is annexed hereto and made part hereof; and

17 WHEREAS, Dewanna Colligan Treadway, as the owners of said property, have proposed the
18 resubdivision Section 10 (1831), 15 (1860), T19S, R28E, Homeplace, Plaquemines Parish,
19 Louisiana, into Lots DC1 and DC2, Section 10 (1831), 15 (1860), T19S, R28E, Homeplace,
20 Plaquemines Parish, Louisiana, as more fully shown on said plan; and

21 WHEREAS, all streets, utilities, drainage structures and other improvements shown on the
22 aforementioned map of survey are in place; and

23 WHEREAS, the owner/ Developer understands that he is responsible for the cost of installation of
24 the sewerage and water infrastructure to connect to the public utilities shown on the
25 aforementioned map; and

26 WHEREAS, the owner/Developer understands that he and subsequent owners of the property will
27 be responsible for the maintenance of future and all existing non-dedicated streets, roads, right of
28 ways, utilities, drainage and structures and other improvements shown on the aforementioned plan
29 and plat of survey are in place; and

30 WHEREAS, the Plaquemines Parish Government accepts no responsibility or liability for the
31 construction, maintenance or improvements of any future or now existing non-dedicated streets,
32 roads, right of ways, utilities, drainage structure and other improvements that may be shown on
33 the aforementioned plan and plat of survey; and

34 WHEREAS, the owner/Developer and subsequent owners of the property shall be responsible for
35 the construction and maintenance of future and all existing non-dedicated streets, roads, rights of
36 ways, utilities, drainage structures and other improvements that may be shown on the
37 aforementioned plan and plat of survey;

38 NOW, THEREFORE:

39 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

41 The aforesaid plan of Dewanna Colligan Treadway Property, Section 10 (1831), 15 (1860), T19S,
42 R28E, Homeplace, Plaquemines Parish, Louisiana, into DC1 and DC2, Homeplace, Plaquemines
43 Parish, Louisiana, as shown on the plan and plat of survey by Dufrene Surveying & Engineering,
44 Inc., dated May 18, 2023, a print whereof is annexed hereto and made a part hereof, approved, and
45 that the approval of the Parish President, Directors and all appropriate Parish department heads of
46 the aforesaid plan and plat of survey be ratified.

47

48

49

SECTION 2

50 The Parish President be and is hereby authorized to appear before a Notary Public, and execute
51 and approve aforesaid plan of resubdivision of owners as depicted on plan and plat of survey by
52 Dufrene Surveying & Engineering, Inc., dated May 18, 2023, for the Parish of Plaquemines and
53 the Plaquemines Parish Government, and to execute any and all acts and documents necessary and
54 proper in the premises to give full force and effect to the aforesaid Ordinance.

55

SECTION 3

56 The Plaquemines Parish Government accepts no responsibility or liability for construction,
57 maintenance or improvements of any future or now existing non-dedicated streets, roads, right of
58 ways, utilities, drainage structures and other improvements that may or may not be shown on the
59 aforementioned plan and plat of survey or later developed.

60

SECTION 4

61 The Secretary of this Council is hereby authorized and directed to immediately certify and release
62 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
63 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

64

SECTION 10 (1831), 15 (1860)
T19S, R28E
HOMEPLACE
PLAQUEMINES PARISH, LA

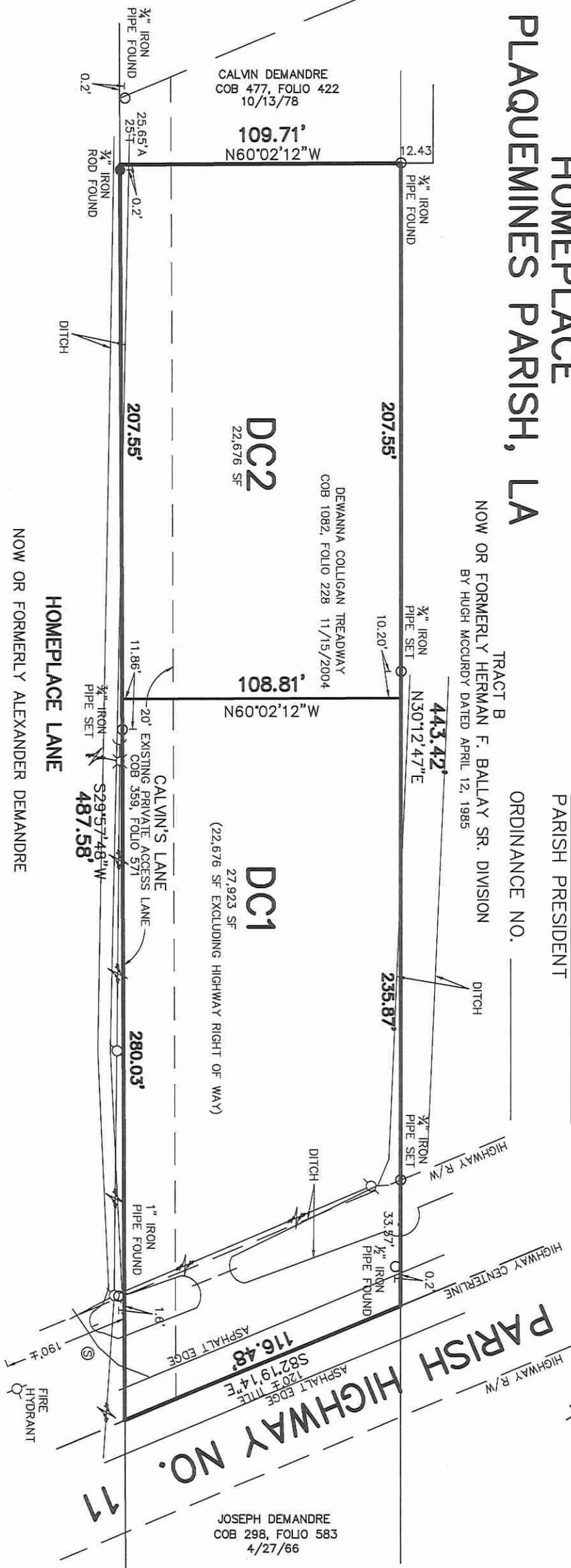
PLAQUEMINES PARISH, LA

TRACT B
NOW OR FORMERLY HERMAN F. BALLAY SR. DIVISION
BY HUGH MCCURDY DATED APRIL 12, 1985

APPROVAL DATE _____
APPROVED BY: _____
DIRECTOR OF PUBLIC SERVICE _____
PARISH PRESIDENT _____
ORDINANCE NO. _____

LA STATE HIGHWAY NO. 23 (SIDE)

MISSISSIPPI RIVER (SIDE)



LEGEND

- OVERHEAD UTILITY LINES
- POWER POLE
- ANCHOR/GUY WIRE
- SEWER MANHOLE



THIS PROPERTY IS IN FEMA ZONE AE, BFE=13.0
COMMUNITY NO. 220139, PANEL NO. 0725E
FRM DATE: JANUARY 15, 2021

REFERENCE:
-SURVEY BY DUFRENE SURVEYING & ENGINEERING INC.
DATED SEPTEMBER 1, 2004
-SURVEY BY DUFRENE SURVEYING & ENGINEERING INC.
DATED JANUARY 18, 2000
-SURVEY BY G. BLACK DATED SEPTEMBER 23, 1972

BEARINGS ARE BASED ON THE LOUISIANA
COORDINATE SYSTEM OF 1983, SOUTH ZONE,
BASED ON GPS OBSERVATIONS.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED
TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED TO US, AND THERE IS
NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS
ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR
PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

RESUBDIVISION OF DEWANNA COLLIGAN TREADWAY
PROPERTY, INTO LOTS DC1 AND DC2. SURVEYED
IN ACCORDANCE WITH THE LOUISIANA STANDARDS
OF PRACTICE FOR BOUNDARY SURVEYS FOR A
CLASS C SURVEY, MADE AT THE REQUEST OF
DEWANNA COLLIGAN TREADWAY.

REVISED JULY 21, 2023
MAY 18, 2023

**DUFRENE SURVEYING
& ENGINEERING INC.**

1624 MANHATTAN BOULEVARD, HARVEY, LA 70058
504-368-6390 PH.
504-368-6394 FAX
dufrenes@dufrenesurveying.com

TILDON J. DUFRENE, JR.
License No. 045553
PROFESSIONAL
LAND SURVEYOR

ORDINANCE NO. 23

The following Ordinance was offered by Council Member LaFrance who moved its adoption:

1 An Ordinance to amend and amended to readopt Section IV of Ordinance No. 142,
2 the Comprehensive Zoning Ordinance of Plaquemines Parish, Louisiana, as
3 amended, and the “Comprehensive Zoning District Map” therein adopted by
4 reference and which is paraphed thereto, with reference to Application No. 2023-
5 528 dated May 24, 2023; and otherwise to provide with respect thereto.

6
7 Digest: The property owner wants to rezone the property to MH (Mobile Home) to create a
8 recreational vehicle park. *The digest is for informational purposes only and is superseded by the*
9 *language of the actual ordinance or resolution.*

10 WHEREAS, a proposed Map Change was filed Suzanne and Larry Buras, Carla Newman, Gina
11 Madere, Glenda Gieseler, Christopher Flotte, LLC, (Application No. 2023-528, dated May 24,
12 2023) to consider Map Change; and

13
14 WHEREAS, after a public hearing was held on July 18, 2023, providing all interested parties and
15 the public with an opportunity to be heard regarding the proposed Map Change, and the
16 advertisement required by law was made in the Plaquemines Gazette, the official journal of the
17 Parish of Plaquemines; and there were objection; and

18 WHEREAS, at a meeting held on July 18, 2023, the Plaquemines Parish Development Board
19 favorably adopted Resolution No. 23-05, dated July 18, 2023 recommending approval of the Map
20 Change Failed as proposed by filed Suzanne and Larry Buras, Carla Newman, Gina Madere,
21 Glenda Gieseler, Christopher Flotte, LLC, (Application No. 2023-528, dated May 24, 2023) to
22 consider the Map Change from A-2 (Rural or Agricultural) Zoning District to MH (Mobile Home)
23 Zoning District;

24 NOW THEREFORE:

25 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

26
27
28

SECTION 1

29 Subsection 2 of Section IV of Ordinance No. 142, the Comprehensive Zoning Ordinance of
30 Plaquemines Parish, Louisiana, as amended, and the “Comprehensive Zoning District Maps”
31 therein adopted by reference and which is paraphed thereto, are hereby amended and as amended
32 readopted so that the following described properties are hereby rezoned from A-2 (Rural or
33 Agricultural) Zoning District to MH (Mobile Home) Zoning District:

34
35 A CERTAIN TRACT OF LAND, containing 6.04 acres, more or less situated in
36 and being a part of Sections 10 and 11, T 16 S, R 24 E, West of the Mississippi
37 River, Plaquemines Parish, Louisiana, and being more fully described as follows:

38 Commence at the point of intersection of the westerly right of way line of State
39 Highway No. 23 with the line of division between the property of Joseph C.
40 Mehrhoff or assigns and the property formerly owned by Irma Lee Ray Mosby,
41 said point being located 831 feet northwesterly from and perpendicular to the upper
42 or northerly line of property owned by Citrus Lands of Louisiana, Inc., and run N
43 69 23’ 40” E, for a distance of 225.27 feet, to the point of beginning of the tract
44 herein described;

45 Run thence N 69 23’ 40” E, for a distance of 968 feet, more or less, to a point in
46 the mean low water’s edge of the Mississippi River;

47 Run thence in a southeasterly direction, along the said mean low water’s edge of
48 the Mississippi River, for a distance of 290 feet, more or less, to a point which lies
49 288 feet southeasterly from and perpendicular to a northeasterly projection of the
50 boundary line recited immediately above;

51 Run thence S 69 23' 40", for a distance of 864 feet, more or less, to a point in the
52 southwesterly line of the New Orleans & Lower Coast Railroad Company right of
53 way.

54 In a northwesterly direction, for a distance of 104.83 feet, more or less, to a point
55 which lies 96 feet northwesterly from a perpendicular to a southwesterly projection
56 of the boundary line recited immediately above.

57 N 43 15' 50" W, For 56.25 feet to a point; thence

58 N 42 17' 50" W, for 50.00 feet, to a point; thence

59 N 41 33' 30" W, for 50.00 feet, to a point; thence

60 N 40 44' 30" W, for 50.00 feet, to a point of beginning

61 The tract herein described is bounded northwesterly by property of Joseph C.
62 Mehrhoff or assigns, southeasterly by property of Sal Meranto or assigns,
63 northeasterly by the Mississippi River, and southwesterly by property of Larry N.
64 Buras or assigns, and is subject of a 50 foot wide right of away in favor of the New
65 Orleans & Lower coast Railroad Co., which boundary of the tract hereinabove
66 describe. All as more fully shown on a survey by Hugh B. McCurdy, Jr., C.E., dated
67 March 3, 1978, and redated April 29, 1983, a copy of which is annexed hereto.
68 Survey data refers to the State Plane Coordinate System.

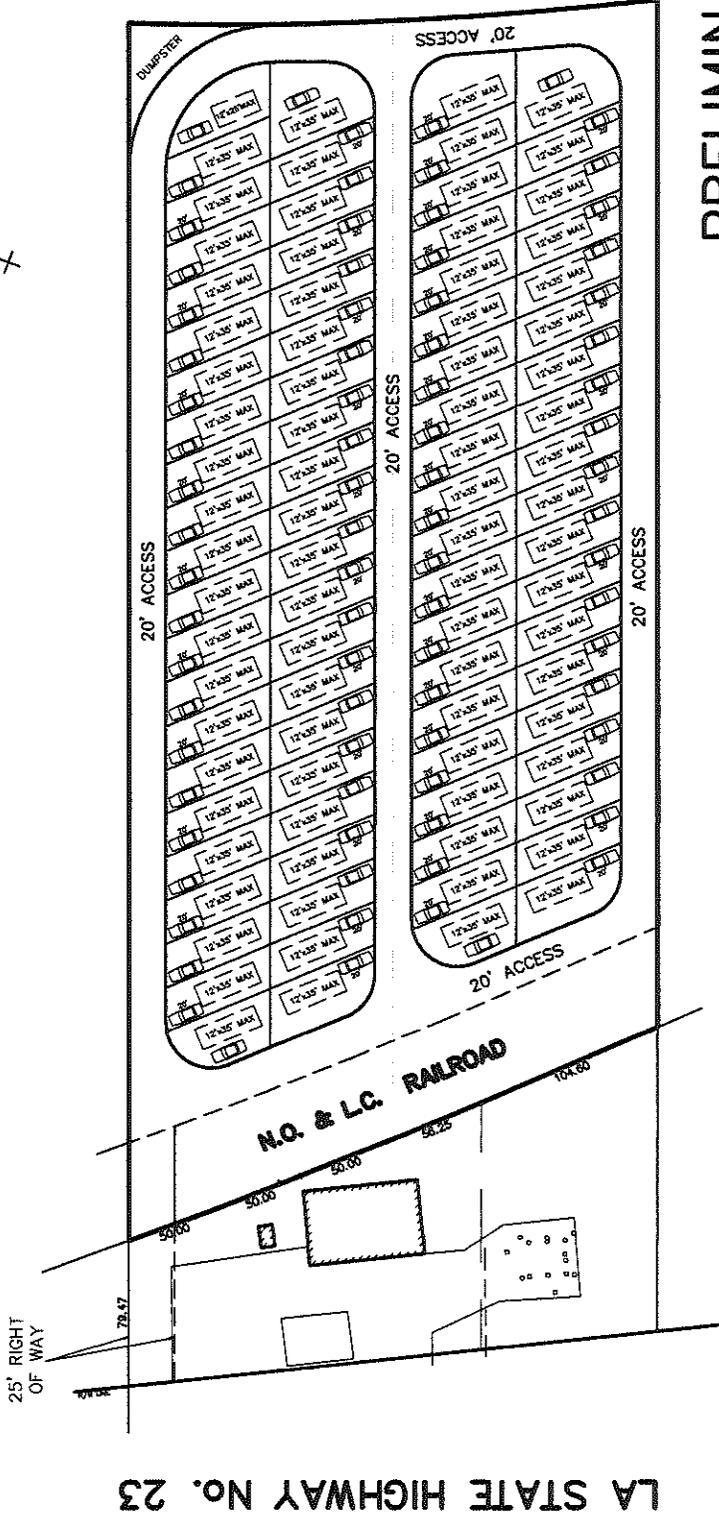
69 Being the Same property acquired by Bama Fuels, Inc. from Anna Sentell, wife
70 of/and Alvin M.R. Baker by act before Robert B. Evans, Jr., N. P., dated October
71 10, 1980, registered in COB 511, folio 361, Parish of Plaquemines.

72 Further, being the same property acquired by Lydia Lauve, wife of/and Edward M
73 Kass by act before Adonna L. Davis, N.P., dated May 17, 1983, registered in COB
74 566, Folio 51, Parish of Plaquemines.

75 SECTION 2

76 The Secretary of this Council is hereby authorized and directed to immediately certify and release
77 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
78 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.
79
80

**SECTION 10 & 11, T16S, R24E
NAOMI
PLAQUEMINES PARISH, LA**



MISSISSIPPI RIVER

PRELIMINARY

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE
BASIS FOR THE ISSUANCE OF A PERMIT.
JONATHAN DUFRENE, PLS #5158

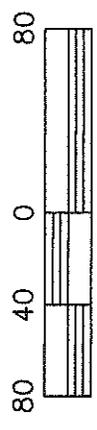
82 RV SITES



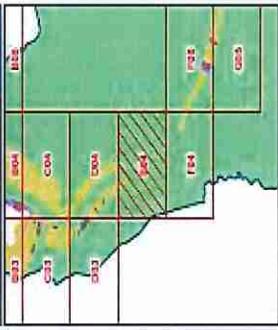
**DUFRENE SURVEYING
& ENGINEERING INC.**

1624 MANHATTAN BOULEVARD, HARVEY, LA 70058
504-368-6380 PH.
504-368-6394 FAX
dufrenesurveying.com

THIS PLAT IS NOT A PROPERTY BOUNDARY SURVEY AND
AS SUCH DOES NOT COMPLY WITH THE LOUISIANA
"STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS."



SCALE IN FEET



2



- Legend**
- Plaquemines Parish Boundary
 - Zoning
 - Residential
 - General Commercial
 - Heavy Industrial
 - Industrial Park
 - Light Industrial
 - Medical Service
 - Mobile Home Park
 - Multiple Family
 - Neighborhood Commercial
 - Signs of Wares
 - Rural
 - Single Family
 - Tree Family

NOTES

1. Project: 2024 L.O. M&P, Civil Utility and Digital Orthophoto, City of Slidell
2. Orthophoto and Utility Lines are for Reference Only
3. Project: 2024 L.O. M&P, Civil Utility and Digital Orthophoto, City of Slidell
4. Project: 2024 L.O. M&P, Civil Utility and Digital Orthophoto, City of Slidell

PLAQUEMINES PARISH GOVERNMENT

1027 Avenue D
 Slidell, Louisiana, LA 70337
 (504) 392-6850

ZONING MAP RECONSTRUCTION PROJECT

ZONING MAP

PLAQUEMINES PARISH

CHK

ASSOCIATES, INC.

1339
 1339
 1339

Sheet No. **SHEET E04**



ORDINANCE NO. 23-

The following Ordinance was offered by Council Member Schulz who moved its adoption:

1 An Ordinance to amend the 2023 Manpower Structure and Operating Expenditure
2 Budget; and otherwise to provide with respect thereto.

3 DIGEST: An Ordinance to amend the 2023 Manpower Structure and Operating Expenditure
4 Budget to create and fund an Engineer Intern and Sign Installer positions in the Engineering &
5 Public Works Department by appropriating \$41,570 to fund said positions. *The digest is for*
6 *informational purposes only and is superseded by the language of the actual ordinance or*
7 *resolution.*

8 WHEREAS, after a review of the manpower needs of the Engineer & Public Works Department, it
9 has been recommended to create and fund a full-time Engineer Intern position at an annual salary
10 of \$52,179 plus benefits and a full-time Sign Installer position at an annual salary of \$21,157 plus
11 benefits;

12 NOW, THEREFORE:

13 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

15 The 2023 Manpower Structure, is amended by creating and funding a full-time Engineer Intern
16 position at an annual salary of \$52,179 plus benefits and a full-time Sign Installer position at an
17 annual salary of \$21,157 plus benefits in the Engineering & Public Works Department.

SECTION 2

19 The 2023 General Fund, Operating Expenditure Budget, Engineering & Public Works Department
20 is amended by appropriating \$41,570 from the General Fund Unreserved/Undesignated Fund
21 Balance as follows:

Fund: 001 General Fund			
Dept/Div: 730-4360 Engineering & Public Works Dept.			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Inc	25,380
515.005	P/R Taxes FICA Taxes	Inc	370
516.105	Retirement (PERS)	Inc	2,920
517.005	Group Insurance Health	Inc	12,900

SECTION 3

35 The Secretary of this Council is hereby authorized and directed to immediately certify and release
36 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
37 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 23

The following Resolution was offered by Council Member Schulz who moved its adoption:

1 A Resolution authorizing the Parish President to assign 104 Avenue G. Belle
2 Chasse, LA 70037 (currently Belle Chasse Lockup) to the Louisiana Young
3 Artists and Young Authors (LAYAYA) organization; and otherwise to provide
4 with respect thereto.

5 DIGEST: This Resolution authorizes the Parish President to assign 104 Avenue G. Belle Chasse,
6 LA 70037 (currently Belle Chasse Lockup) to the Louisiana Young Artists and Young Authors
7 (LAYAYA). *The digest is for informational purposes only and is superseded by the language of*
8 *the actual ordinance or resolution.*

9
10 WHEREAS, LAYAYA provides opportunities for the youth of Plaquemines Parish (ages 6 – 22)
11 to develop into engaged, educated, civic-minded and community invested young adults through
12 participation in creative writing, visual arts, performing arts, culinary arts and S.T.E.A.M.
13 (Science, technology, engineering, art and math) skills; and

14
15 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana of 1974
16 provides that “For a public purpose, the state and its political subdivisions.... may engage in
17 cooperative endeavors with each other, with the United States or its agencies, or with any public
18 or private association, corporation, or individual” including for use of public buildings; and

19
20 WHEREAS, the Parish has a reasonable expectation of a receiving a public benefit or value
21 described in detail that is at least equivalent to or greater than the consideration described in this
22 Agreement; and

23
24 WHEREAS, the use of the property is not a gratuitous donation;

25 NOW, THEREFORE:

26
27 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
28 the Parish President to assign 104 Avenue G. Belle Chasse, LA 70037 (currently the Belle
29 Chasse Lockup) to the Louisiana Young Artists and Young Authors (LAYAYA) organization.

30
31 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
32 Secretary of this Council hereby authorized and directed to immediately certify and release this
33 Resolution and that Parish employees and officials are authorized to carry out the purpose of this
34 Resolution, both without further reading and approval by the Plaquemines Parish Council.

35

RESOLUTION NO. 23-

The following Resolution was offered by Council Member Jurisich who moved its adoption:

1 A Resolution authorizing and directing the Parish President to send a letter to the
2 United States Army Corps of Engineers requesting action to close or limit the flow
3 of water through the crevasses and/or breaches located at Mardi Gras Pass, the area
4 below the Ostrica Locks, and at Neptune Pass and Fort St. Phillip; and otherwise to
5 provide with respect thereto.

6 DIGEST: This is a request to the USACE to consider closing or limiting the flow of water on the Eastbank
7 of the river north of the Venice Jump. We are currently losing 34+% of our river prior to this point and it is
8 contributing to the devastating effects on our current water crisis. *The digest is for informational*
9 *purposes only and is superseded by the language of the actual ordinance or resolution.*

10 WHEREAS, there are several locations in Plaquemines Parish where there are crevasses and
11 breaches affecting the water flow and causing 34% of the water to escape North of the Venice
12 Jump; and

13 WHEREAS, Plaquemines Parish is in need of assistance to close or limit the water flow in the
14 above referenced areas;

15 NOW, THEREFORE:

16 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby authorizes
17 and directs the Parish President to send a letter to the United Stated Army Corps of Engineers
18 requesting action to be taken to close or limit the flow of water through the crevasses and/or
19 breaches located at Mardi Gras Pass, the area below the Ostrica Locks, and at Neptune Pass and
20 Fort St. Phillip.

ORDINANCE NO. 23-

The following Ordinance was offered by Council Member Schulz who moved its adoption:

1 An Ordinance to amend the 2023 Operating Expenditure Budget, various funds,
2 various departments, various line items; and otherwise to provide with respect
3 thereto.

4 DIGEST: An ordinance to appropriate \$241,000 to the 2023 operating expenditure budget for the
5 Recreation Department, Mosquito Control Department and the Public Right of Way Department to
6 cover the cost of operation for the remainder of 2023. Funding source is the fund balance
7 designated for emergencies. *The digest is for informational purposes only and is superseded by the*
8 *language of the actual ordinance or resolution.*

9
10 WHEREAS, a review of the operating expenditure budget was performed and amendments are
11 necessary;

12 NOW, THEREFORE:

13 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

15 The 2023 Operating Expenditure Budget is amended as follows by appropriating \$241,000 from
16 the Fund Balance Designated for Emergencies:

Fund: 001 General Fund			
Dept/Div: 640-4060 Recreation Facilities & Services Dept.			
Object	Description	Inc/ Dec	Amendment
541.080	Supplies Education/Recreation/Culture	Inc	25,000

Fund: 003 Road Maintenance Fund			
Dept/Div: 780-4678 Public Right of Way Dept.			
Object	Description	Inc/ Dec	Amendment
548.210	Fuel Diesel-Off Road	Inc	116,000

Fund: 004 Public Health Fund			
Dept/Div: 542-2655 Mosquito Control Dept.			
Object	Description	Inc/ Dec	Amendment
541.120	Supplies Chemicals	Inc	100,000

SECTION 2

39 The Secretary of this Council is hereby authorized and directed to immediately certify and release
40 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
41 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 23-

The following Ordinance was offered by Council Member Schulz who moved its adoption:

1 An Ordinance to amend the 2023 Public Health Fund, Operating Expenditure
2 Budget, Ambulances-General Department; and otherwise to provide with respect
3 thereto.

4 DIGEST: An ordinance to appropriate \$560,000 to the Ambulances-General department to cover
5 the cost of overtime incorrectly paid as straight time for the years 2021 – 2023. Funding source is
6 the fund balance designated for emergencies. *The digest is for informational purposes only and is*
7 *superseded by the language of the actual ordinance or resolution.*

8
9 WHEREAS, a review of the operating expenditure budget was performed and an amendment to
10 the Ambulances-General department is necessary;

11 NOW, THEREFORE:

12 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

14 The 2023 Public Health Fund, Operating Expenditure Budget, Ambulances-General Department,
15 is amended by appropriating \$560,000 from the Fund Balance Designated for Emergencies as
16 follows:

Fund: 004 Public Health Fund			
Dept/Div: 555-2700 Ambulances-General Dept.			
Object	Description	Inc/ Dec	Amendment
510.805	Salaries & Wages Settlement	Inc	200,000
532.125	Prof Srvc Actuarial Srvc-Retrmnt Leave Conv	Inc	360,000

SECTION 2

27 The Secretary of this Council is hereby authorized and directed to immediately certify and release
28 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
29 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 23-

The following Ordinance was offered by Council Member Guey who moved its adoption:

1 An Ordinance to amend the 2023 General Fund, Operating Expenditure Budget,
2 Legal Services-General Department; and otherwise to provide with respect thereto.

3 DIGEST: An ordinance to appropriate \$254,325 to the Legal Department, Judgements and
4 Damages-General line item, for the legal matter regarding the Main Street drainage project. *The*
5 *digest is for informational purposes only and is superseded by the language of the actual ordinance*
6 *or resolution.*

7
8 WHEREAS, a review of the Legal Services-General department was performed, and an
9 amendment is required;

10 NOW, THEREFORE:

11 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

13 The 2023 General Fund, Operating Expenditure Budget, Legal Services-General Department is
14 amended by appropriating \$254,325 from the Fund Balance Designated for Emergencies as
15 follow:

Fund: 001 General Fund			
Dept/Div: 430-2180 Legal Services-Gen Dept.			
Object	Description	Inc/ Dec	Amendment
552.001	Judgements & Damages General	Inc	254,325

SECTION 2

24 The Secretary of this Council is hereby authorized and directed to immediately certify and release
25 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
26 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 23-

The following Ordinance was offered by Council Member Guey who moved its adoption:

1 An Ordinance to amend the 2023 Library Services Fund, Operating Expenditure
2 Budget, Libraries-General Department; and otherwise to provide with respect
3 thereto.

4 DIGEST: An ordinance to appropriate \$20,000 to the Library Department for the repairs to three
5 air conditioner units. Funding source is the Library Services Fund Unreserved/Undesignated fund
6 balance. *The digest is for informational purposes only and is superseded by the language of the*
7 *actual ordinance or resolution.*

8 WHEREAS, after a review of the operating expenditure budget for the Library Department, an
9 amendment is necessary;

10 NOW, THEREFORE:

11 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

13 The 2023 Library Services Fund, Operating Expenditure Budget, Libraries-General Department,
14 is amended by appropriating \$20,000 from the Library Services Fund Unreserved/Undesignated
15 Fund Balance as follows:

Fund: 006 Library Services Fund			
Dept/Div: 675-4240 Libraries-General Department			
Object	Description	Inc/Dec	Amendment
528.610	Maintenance Buildings and Grounds	Inc	20,000

SECTION 2

23 The Secretary of this Council is hereby authorized and directed to immediately certify and release
24 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
25 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 23-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance to amend the Five Year Capital Improvements Plan, Repairs-
2 Daybrook Lift Station Replacement Project; and otherwise to provide with respect
3 thereto.

4 DIGEST: An ordinance to appropriate \$133,000 to the Repairs-Daybrook Lift Station
5 Replacement Project. Funding source is the fund balance designated for infrastructure. *The digest*
6 *is for informational purposes only and is superseded by the language of the actual ordinance or*
7 *resolution.*

8

9 WHEREAS, a review of the Five Year Capital Improvements Plan was performed and funding is
10 required for the Repairs-Daybrook Lift Station Replacement project;

11 NOW, THEREFORE:

12 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

13

SECTION 1

14 The Five Year Capital Improvements Plan is amended by appropriating \$133,000 to the Repairs-
15 Daybrook Lift Station Replacement Project from the Fund Balance Designated for Infrastructure;
16 funding year 2023.

17

SECTION 2

18 The Secretary of this Council is hereby authorized and directed to immediately certify and release
19 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
20 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.