

OFFICIAL PROCEEDINGS
CITY OF MORGAN CITY
MAY 22, 2018

The Mayor and City Council of Morgan City, Louisiana, met at 6:00 pm (local time) in regular session, this date, in the City Court Building, Highway 182 East, Morgan City, Louisiana.

There were present: Honorable Frank P. Grizzaffi, III Mayor; and Council Members Ron Bias, Ray Autrey, Tim Hymel, Mark Stephens and Louis J. Tamporello, Jr.

Absent: None

Also present were Mr. Marcus Folse, Chief Administrative Officer and Mr. Paul Landry, City Attorney.

The invocation was given by Pastor Ann Sutton, Pharr Chapel Methodist Church.

The Positive Image recipient for the month of May was the Morgan City High School Lady Tigers Softball team who finished the season 25 and 5, were undefeated District Champs, and State Runner Ups. Mayor Grizzaffi and the Council gave the girls an award and told them that they did a great job of representing the City.

Mrs. Beverly Domengeaux, St. Mary Council on Aging addressed the Council and told them that the month of May was Older Americans month. She stated that in the past year the Council on Aging had delivered 16,250 home meals, served 3,750 meals at their site, had 1,000 homemaker visits, 500 personal care visits, 2,045 hours of socialization and 2,000 trips. She thanked the Mayor and Council for their continued support of the Council on Aging.

Mr. Bobby Dufrene with the Louisiana Shrimp and Petroleum Festival submitted their request to hold the 83rd annual Festival (copy on file). A motion to allow the 2018 Louisiana Shrimp and Petroleum Festival was made by Reverend Bias, seconded by Mr. Autrey and voted unanimously in favor.

Mr. Mac Wade, Director of the Port of Morgan City, addressed the Council with an update on the Port. He stated that normally they received about \$6 million from the Corps of Engineers to do dredging. It would cost approximately \$20 million to actually complete it. Freshman Congressman Clay Higgins for the 3rd District secured \$141 million for the district. The Port of Morgan City got the budget doubled to \$12,675,000 and Congressman Higgins was able to secure an additional \$20 million on top of that. The money must be spent within two years. He stated that hopefully the funding would keep the River open for a couple of years. He advised that the Corps of Engineers was going to do a few pilot programs. There were 93 projects submitted in the United States. These pilot projects would be 100% federally funded. The Port project was the number one project coming out of Louisiana. It would be a joint project between the Corps and the CPRA to pump fluff to Point Au Fer, which is essential as the first line of defense for Morgan City in case of a hurricane. If the project would be picked it would be a \$53 million project that would be fully federally funded. He stated that a contract had been reached with the Coast Guard to move into the Emergency building.

Mrs. Tammy Rogers and Mr. Tiger Verdin with the Fit, Fun & Fabulous Program stated that they were having a small health fair in Morgan City on June 2, 2018. It would be held at the AARP building and would be completely free. If the weather permitted, the event would be held outdoors. The St. Mary Parish Council on Aging would be selling food, there would be activities for children, a DJ and a horseshoe club participating. Tiger Verdin stated that the State of Louisiana ranked almost last in health rankings and they were trying to change that. Ms. Shawn Verdin with the St. Mary Parish Senior Olympics stated that she was looking for donations for the event that was scheduled for Wednesday, May 30, 2018 at 8:30 AM at the Bayou Vista Civic Center. She stated that she was looking for door prizes for the event and invited the Mayor and Council to attend.

The minutes of the April 24, 2018 meeting were submitted. There being no corrections, additions, or deletions, a motion to approve the minutes was made by Mr. Hymel, seconded by Reverend Bias, and voted unanimously in favor.

Mrs. Deborah Garber, Finance Director, submitted the following financial statement for the period ending April 30, 2018. She stated this was the first month with the new utility increases.

MONTHLY FINANCIAL STATEMENTS

DATE: May, 2018
TO: Mayor and Council
FROM: Deborah Garber
RE: Comments related to summary of revenues and expenses compared to budget for the period ended April 30, 2018.

Attached is a summary that compares our actual revenues and expenses to our operational budget for our major funds subject to budgetary control for the period ending April 30, 2018. The following comments are related thereto:

General and Ancillary Funds: Actual total revenues are currently over budget by \$248,900. Sales taxes in General Fund remains under budget by \$16,400, however, the PILOT payments of \$91,700 were not budgeted and create an overall \$75,400 overage on tax revenues. Operating expenses are below budget by \$119,800. The net loss, after transfers, of \$363,500 is a favorable variance of \$368,700 compared to the original budget.

Utility Fund: Actual revenues are over budget by \$515,300, with operational expenses also over budget by \$381,000. Energy and gas costs are \$140,000 over budget. The net loss, after transfers, of \$93,800 creates a favorable variance of \$151,500.

Sanitation and Sewer Fund: The operating revenues are \$63,000 over budget, with total operating expenses under budget by \$53,700. The net income, after transfers of \$398,500 leaves another favorable variance of \$117,000.

Respectfully submitted,
/s/ Deborah Garber
 Deborah Garber
 Finance Director

CITY OF MORGAN CITY
CONSOLIDATED STATEMENT
 Actual Revenues and Expenses Compared to Budget
 Period Ended April 30, 2018

GENERAL AND ANCILLARY FUNDS	ACTUAL	BUDGET	VARIANCE
REVENUES			
General Fund	1,931,302	1,665,483	265,819
Recreation Fund	38,967	42,398	(3,431)
Library Fund	6,585	4,682	1,903
Auditorium Fund	42,409	32,533	9,876
Lake End Park Fund	219,215	244,523	(25,308)
Total Revenues	2,238,478	1,989,619	248,859
EXPENSES-OPERATIONAL			
General Fund	3,168,554	3,234,382	(65,828)
Recreation Fund	94,659	123,987	(29,328)
Library Fund	42,667	46,009	(3,342)
Auditorium Fund	144,128	153,510	(9,382)
Lake End Park Fund	268,662	280,614	(11,952)
Total Expenses	3,718,670	3,838,502	(119,832)
TRANSFERS			
Transfers from Funds	1,206,666	1,206,666	0
Transfers to Funds	(90,000)	(90,000)	0
Net Transfers	1,116,666	1,116,666	0
EXCESS NET OF TRANSFERS	(363,526)	(732,217)	368,691
UTILITY FUND			
Total Revenues	6,622,988	6,107,684	515,304
Total Expenditures	5,593,510	5,212,404	381,106

Net Excess	1,029,478	895,280	134,198
Net Transfers and non-oper.	(1,123,293)	(1,140,565)	17,272
Excess net of transfers	(93,815)	(245,285)	151,470
SANITATION AND SEWER FUND			
Total Revenues	918,354	855,222	63,132
Total Expenses	969,462	1,023,112	(53,650)
Net Excess	(51,108)	(167,890)	116,782
Net Transfers/non-operating expenses	449,599	449,338	261
Excess net of transfers and non-operating	398,491	281,448	117,043

A motion to accept the financial statement was made by Mr. Tamporello, seconded by Mr. Autrey, and voted unanimously in favor.

The next matter on the agenda was the Finance Committee recommendations. Mr. Hymel stated that the first request was for a lawnmower for Lake End Park. The money would be taken from the Lake End Park Building and Maintenance Fund, whereupon,

Reverend Bias offered the following Resolution, who moved for its adoption.

RESOLUTION NO. R: 18-10

BE IT RESOLVED, by the City Council, the governing authority of the City of Morgan City, that the following Finance Committee recommendations be and the same are hereby approved:

1. Allocate \$11,744 from Lake End Park Building & Maintenance to purchase a 72" Toro riding mower.

Mr. Autrey seconded the motion.

The vote thereon was as follows:

AYES: Bias, Autrey, Hymel, Stephens, Tamporello

NAYS: None

ABSENT: None

The resolution was therefore declared approved and adopted this 22nd day of May, 2018.

Frank P. Grizzaffi, III
Mayor

ATTEST:

Debbie Harrington
Clerk

Mr. Hymel stated that the second request was for a study to be performed by the Urban Land Institute. The study would help with economic development in our area. The total cost would be \$135,000. Mrs. Monica Mancuso said that the project would be all stakeholders working together. They currently had commitments from the St. Mary Parish Council, the Port of Morgan City, the Hellenic Corporation and the Tourist Commission. They were currently seeking a commitment from the Town of Berwick as well as the City, whereupon,

Mr. Tamporello offered the following Resolution, who moved for its adoption.

RESOLUTION NO. R: 18-11

BE IT RESOLVED, by the City Council, the governing authority of the City of Morgan City, that the following Finance Committee recommendations be and the same are hereby approved:

- 1. Allocate \$20,000 from General Fund to share in the cost to perform a study from Urban Land Institute.

Mr. Stephens seconded the motion.

The vote thereon was as follows:

AYES: Tamporello, Stephens, Hymel
NAYS: Autrey, Bias
ABSENT: None

The resolution was therefore declared approved and adopted this 22nd day of May, 2018.

Frank P. Grizzaffi, III, Mayor

ATTEST:

Debbie Harrington, Clerk

Mayor Grizzaffi stated that the bid for the Official Journal had been received from The Daily Review at the same price as last year, whereupon,

Mr. Hymel offered the following Resolution, who moved for its adoption.

RESOLUTION NO. R: 18-12

WHEREAS, L.R.S. 43:171 provides that political subdivisions of the state shall select an official journal for the period of July 1st and ending June 30th of each year, and

WHEREAS, the Daily Review is the only newspaper within the City which conforms to the regulations governing official journals, and

WHEREAS, the price quoted by the Daily Review is within the limits allowed by law,

NOW THEREFORE BE IT RESOLVED, by the City Council, the governing authority of the City of Morgan City, that the Daily Review be and the same is hereby appointed as the official journal of the City of Morgan City and its proposal to publish legal publications of the City at a cost of \$3.00 per column inch is hereby accepted.

Mr. Autrey seconded the motion.

The vote thereon was as follows:

AYES: Hymel, Autrey, Bias, Stephens, Tamporello
NAYS: None
ABSENT: None

The resolution was therefore declared approved and adopted this 22nd day of May, 2018.

Frank P. Grizzaffi, III, Mayor

ATTEST:

Debbie Harrington, Clerk

The next matter on the agenda was the First Reading for the 2018 Budget Amendment Ordinance. No definitive action was necessary.

The Public Hearing for the 2018 Millage Ordinance was opened. No one appeared for or against said ordinance, whereupon,

This Ordinance introduced with first reading on April 24, 2018. Published by title on April 26, 2018.

Mr. Autrey offered the following Ordinance, who moved for its adoption.

ORDINANCE NO. 18-05

AN ORDINANCE FIXING THE RATES OF TAX TO BE ASSESSED BY THE MUNICIPAL CORPORATION OF MORGAN CITY, LOUISIANA, FOR THE CALENDAR YEAR 2018.

BE IT ORDAINED, by the City Council, the governing authority of the City of Morgan City, Louisiana, in regular session convened:

SECTION 1

That the tax roll of the City of Morgan City as prepared by the St. Mary Parish Assessor, showing the assessed value of all property subject to taxation within the said City, on said roll, to amount to the sum of ONE HUNDRED TEN MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND, FIVE HUNDRED SEVENTY TWO and no/100 DOLLARS (\$110,768,572) to be and the same is hereby ratified and approved by this body.

SECTION 2

That for the purpose of meeting the ordinary, municipal expenses of said City for the year 2018 there is hereby levied upon all property within said City, subject to taxation, an ad valorem tax of FOURTEEN AND SEVENTY-FIVE ONE HUNDREDTHS (14.75) mills on the dollar, upon the assessed value of ONE HUNDRED TEN MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND, FIVE HUNDRED SEVENTY TWO and no/100 DOLLARS (\$110,768,572).

SECTION 3

That for the purpose of paying the interest due on the first day of September, 2018, and the first day of March and September, 2019, upon the bonds issued by the City of Morgan City, for the auditorium dated March 1, 2000 (refunded March 1, 2013), there is hereby levied a tax of EITY NINE HUNDREDTHS (.89) mills on the dollar upon the assessed value of ONE HUNDRED TEN MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND, FIVE HUNDRED SEVENTY TWO and no/100 DOLLARS (\$110,768,572).

SECTION 4

That for the purpose of paying the maintenance and other such expenses of the Municipal Auditorium for the year 2018, there is hereby levied a tax of TWO (2.0) mills on the dollar upon the assessed value of ONE HUNDRED TEN MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND, FIVE HUNDRED SEVENTY TWO and no/100 DOLLARS (\$110,768,572).

SECTION 5

That the City Tax Collector of the City of Morgan City, Louisiana, be and he is hereby authorized, empowered, and directed to make the collection of the taxes imposed for and on behalf of said City, according to law; that the taxes herein levied shall be a permanent lien and privilege on all of the property subject to taxation as herein set forth; and the collection hereof shall be enforceable in the manner provided by law.

SECTION 6

That all ordinances or parts of ordinances in conflict hereby be and the same are hereby repealed and this ordinance shall take effect upon its adoption, the public welfare so demanding.

Mr. Tamporello seconded the motion.

The vote thereon was as follows:

AYES: Autrey, Tamporello, Bias, Hymel, Stephens

NAYS: None

ABSTAINED: None

ABSENT: None

Certified approved and adopted this 22nd day of May, 2018.

Delivered to Mayor Grizzaffi at 9:00 AM, this 23rd day of May, 2018.

/s/ Debbie Harrington
Debbie Harrington, Clerk

Approved this 23rd day of May, 2018.

/s/ Frank P. Grizzaffi
Frank P. Grizzaffi, III, Mayor

Received from Mayor Grizzaffi at 11:45 AM on May 23, 2018.

/s/ Debbie Harrington
Debbie Harrington, Clerk

Published: May 29, 2018

Mr. Jason Akers with Foley & Judell addressed the Council regarding an Ordinance that would allow for the issuance of \$1,650,000 of excess revenue notes. He stated that an application had been made with the Bond Commission and would be heard at the June 21st meeting. He stated that for the next twenty years, the City would be agreeing to budget enough money each year to pay the debt service on the bonds. He stated Patterson State Bank would be purchasing the notes at a fixed rate of 4.164% for 20 years. The annual debt service would be approximately \$110,000 per year, whereupon,

The Public Hearing for the Authorize the incurring of Debt and Issuance of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) of Excess Revenue Notes was opened. No one appeared for or against said ordinance, whereupon,

The following ordinance having been introduced at a meeting held on April 24, 2018, notice of its introduction having been published in the official journal, was offered for final adoption by Reverend Bias and seconded by Mr. Tamporello:

ORDINANCE 18-06

An ordinance authorizing the incurring of debt and issuance of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667) of Excess Revenue Notes, Series 2018 of the City of Morgan City, State of Louisiana; prescribing the form, terms and conditions of such Notes and providing for the payment thereof; authorizing an agreement with the Paying Agent, if required; and providing for other matters in connection therewith.

WHEREAS, the budget for the City of Morgan City, State of Louisiana (the "Issuer" or "City"), adopted for the fiscal year ending December 31, 2018, shows an excess of revenues over statutory, necessary and usual charges and all other expenses for such fiscal year, sufficient to meet the maximum principal and interest requirements in any future year on the notes authorized herein, and the Issuer will herein obligate itself and its successors in office to budget and set aside annually adequate funds for the payment of such notes; and

WHEREAS, the Issuer now desires to incur debt and issue One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667) of Excess Revenue Notes, Series 2018 (the "Notes"), pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the purposes of acquiring and installing utility meters and related software and equipment to institute an electronic meter reading program for the City, and paying the costs of issuance of the Notes;

NOW, THEREFORE, BE IT ORDAINED by the Morgan City Council (the "Governing Authority"), acting as the governing authority of the City of Morgan City, State of Louisiana, that:

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

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

"**Agreement**" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Ordinance, if required.

"Code" means the Internal Revenue Code of 1986, as amended.

"Executive Officers" means, collectively, the Mayor and the Clerk of the Issuer.

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

"Governing Authority" means the Mayor and Council of the Issuer, acting as the governing authority of the Issuer.

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

"Interest Payment Date" means each June 28th, commencing June 28, 2019.

"Issuer" means the City of Morgan City, State of Louisiana.

"Note" or "Notes" means the Issuer's Excess Revenue Notes, Series 2018, authorized by this Ordinance, in the total aggregate principal amount of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667), whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any note previously issued.

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

"Ordinance" means this Ordinance authorizing the issuance of the Notes, as it may be supplemented and amended.

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

1. Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Notes for which payment or redemption sufficient funds have been theretofore paid or deposited in trust for the owners of such Notes;
3. Notes in exchange for or in lieu of which other Notes have been registered and delivered pursuant to this Ordinance;
4. Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Ordinance or by law; and
5. Notes for the payment of the principal of and redemption premium, if any, and interest on which money or Government Securities or both are held in trust with the effect specified in this Ordinance.

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

"Paying Agent" means Patterson State Bank, Patterson, Louisiana, unless and until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

"Purchaser" means Patterson State Bank, Patterson, Louisiana, the original purchaser of the Notes.

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

SECTION 2. Authorization of Note; Maturities. In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667) for, on behalf of, and in the name of the Issuer, to provide funds for the purpose of acquiring and installing utility meters and related software and equipment to institute an electronic meter reading program for the City, and paying the costs of issuance of the Notes, and to represent said indebtedness this Governing Authority does hereby authorize the issuance of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667) of Excess Revenue Notes, Series 2018, of the Issuer. The Notes shall be initially issued in the form of a single, fully registered note numbered R-1, shall be dated the date of delivery, which is anticipated to be June 28, 2018, and shall be in the principal amount of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667). The Notes shall have a stated maturity of June 28, 2038, and shall mature in installments as shown in Section 4 hereafter. The unpaid principal of the Note shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing June 28, 2019, at the rate of 4.164% per annum.

The principal of and redemption premium, if any, and interest on the Notes shall be payable by check of the Issuer mailed directly to the Owner or the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register, provided, however, that principal of and redemption premium, if any, on any Note at maturity or upon optional redemption in full (but not in part) shall be payable at the designated office of the Paying Agent upon presentation and surrender thereof. Each Note delivered under this Ordinance 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 Notes shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Notes a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

SECTION 3. Optional Redemption of Notes. The Notes shall be callable for redemption at the option of the Issuer in full at any time, or in part on any Interest Payment Date, on or after June 28, 2029, at a redemption price equal to the principal amount being redeemed, plus a redemption premium equal to 1% of the principal amount being redeemed, and plus accrued interest to the date of redemption.

Official notice of such call of any of the Notes for optional redemption shall be given by not less than thirty (30) days prior to the redemption date via accepted means of electronic communication, or by means of first class mail, postage prepaid addressed to the Owner of each Note to be redeemed at his address as shown on the Note Register. In the event a portion of the Notes are to be prepaid, such Notes shall be surrendered to the Paying Agent, who shall note the date and amount of such prepayment in the space provided therefor on the Notes.

SECTION 4. Principal Installments of Notes. The Note shall mature in installments, without redemption premium or necessity of notice, on June 28 in the years and in the principal amounts set forth below, plus accrued interest thereon:

<u>Year Principal (June 28)</u>	<u>Installment</u>
2019	\$48,553.00
2020	50,574.74
2021	52,680.68
2022	54,874.30
2023	57,159.26
2024	59,539.38
2025	62,018.60
2026	64,601.05
2027	67,291.04
2028	70,093.04
2029	73,011.71
2030	76,051.92
2031	79,218.72
2032	82,517.39
2033	85,953.41
2034	89,532.51

2035	93,260.65
2036	97,144.02
2037	101,189.10
2038*	105,402.48

* Final Maturity

SECTION 5. **Registration and Transfer.** The Issuer shall cause the Note Register to be kept by the Paying Agent. The Notes may be transferred, registered and assigned only on the Note Register, and such registration shall be at the expense of the Issuer. A Note may be assigned in its entirety, but not in part, only by the execution of an assignment form on the Notes. A new Note or Notes may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Notes after receipt of the Note to be transferred in proper form. Such new Note shall be in a denomination equal to the original principal amount of the Note but shall note the principal amount that has been paid to date. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Note during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 6. **Form of Notes.** The Notes and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

NO. R-1 PRINCIPAL AMOUNT \$1,470,667

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARY**

**EXCESS REVENUE NOTE, SERIES 2018
OF THE
CITY OF MORGAN CITY, STATE OF LOUISIANA**

<u>Note Date</u>	<u>Interest Rate</u>	<u>Final Maturity</u>
June 28, 2018	4.164%	June 28, 2038

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

PATTERSON STATE BANK

or registered assigns, on the Maturity Date set forth above, the principal amount set forth above, to the extent not already paid, together with interest thereon from the Note Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum set forth above, payable on June 28, 2019, and annually thereafter on June 28 of each year (the "Interest Payment Date"), until said Principal Amount is paid, unless this Note shall have been previously called for redemption and payment shall have been made or duly provided for. The principal of and redemption premium, if any, on this Note, on the Final Maturity Date set forth above or upon earlier redemption in whole, is payable in lawful money of the United States of America at the designated office of Patterson State Bank, Patterson, in the city of Patterson, Louisiana, or successor thereto (the APaying Agent@), upon presentation and surrender hereof. Other payments of principal, redemption premium, if any, and interest on this Note are payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Note comprises the entire issue aggregating in principal the sum of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667) (the "Notes"), said Notes having been issued by the Issuer pursuant to an Ordinance adopted by its governing authority on May 22, 2018 (the "Ordinance"), for the purpose of acquiring and installing utility meters and related software and equipment to institute an electronic meter reading program for the City, and paying the costs of issuance of the Notes, under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

This Note shall be callable for redemption at the option of the Issuer in full at any time, or in part on any Interest Payment Date, on or after June 28, 2029, at a redemption price

equal to the principal amount being redeemed, plus a redemption premium equal to 1% of the principal amount being redeemed, and plus accrued interest to the date of redemption. Notice of such call shall be given as provided in the Ordinance.

This Note shall mature in installments, without redemption premium or necessity of notice, on June 28 in the years and in the principal amounts set forth below, plus accrued interest thereon:

<u>Year Principal</u> <u>(June 28)</u>	<u>Installment</u>
2019	\$ 48,553.00
2020	50,574.74
2021	52,680.68
2022	54,874.30
2023	57,159.26
2024	59,539.38
2025	62,018.60
2026	64,601.05
2027	67,291.04
2028	70,093.04
2029	73,011.71
2030	76,051.92
2031	79,218.72
2032	82,517.39
2033	85,953.41
2034	89,532.51
2035	93,260.65
2036	97,144.02
2037	101,189.10
2038*	105,402.48

* Final Maturity

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Note Register") in which registration of the Note and of transfers of the Note shall be made as provided in the Ordinance. The Note may be transferred, registered and assigned only on the Note Register, and such registration shall be at the expense of the Issuer. The Note may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Note will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Note after receipt of this Note to be transferred in proper form.

This Note is secured by and payable from the excess of annual revenues of the Issuer above statutory, necessary and usual charges in each of the fiscal years during which the Note is outstanding, as described in the Ordinance. The Issuer has covenanted and agreed to budget annually a sum of money sufficient to pay the principal of and the interest on this Note, and to levy and collect in each year service charges and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and the interest on the Note after the payment in such years of all such statutory, necessary and usual charges. The Issuer, in the Ordinance has also entered into certain other covenants and agreements with the registered owner of this Note, including a provision for the issuance of *pari passu* obligations on a parity with this Note for the terms of which reference is made to the Ordinance.

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

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

IN WITNESS WHEREOF, the City of Morgan City, State of Louisiana has caused this Note to be signed by the manual signatures of the Mayor of the Issuer and the Clerk of the Morgan City Council and the corporate seal of the Issuer to be hereon impressed.

CITY OF MORGAN CITY, STATE OF LOUISIANA

Clerk of the Morgan City Council

Mayor

[SEAL]

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Note is the Note referred to in the within mentioned Ordinance.

Patterson State Bank,
as Paying Agent

Date of Registration: _____

By: _____
Authorized Officer

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers the within note in its entirety, and not in part, and all rights thereunder unto
Name:

Address:

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

_____, Assignee

_____, Assignor

By: _____

By: _____

Its: _____

Its: _____

Date: _____

* * * * *

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

SECTION 8. **Pledge and Dedication of Revenues.** The Notes shall be secured by and payable from the excess of annual revenues of the Issuer above statutory, necessary and usual charges in each of the fiscal years during which the Notes are outstanding. There is hereby irrevocably pledged and dedicated to the payment of the Notes an amount of such excess of annual revenues sufficient to pay same in principal and interest as they respectively mature. Until the Notes shall have been paid in full in principal and interest, this Governing Authority does hereby obligate the Issuer, itself and its successors in office, to budget annually a sum of money sufficient to pay the principal of and interest on the Notes, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues, within the limits prescribed by law, sufficient to pay the principal of and the interest on the Notes after payment in such years of all the said statutory, necessary and usual charges of the Issuer for the then current year. No further or additional pledges or dedications of the aforesaid excess of annual revenues shall be made which shall have priority over or parity with the pledge and dedication of such revenues herein made, except as provided in Section 11 hereof.

SECTION 9. **Sinking Fund.** For the payment of the principal of and the interest on the Notes, there is hereby maintained a special fund to be known as "*City of Morgan City Excess Revenue Notes Sinking Fund*", said Sinking Fund to be maintained with the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund at least three (3) days in advance of each Interest Payment Date funds fully sufficient to promptly pay the maturing principal, redemption premium, if any, and interest so falling due on such date. Said fiscal agent bank shall make available from said Sinking Fund to the Paying Agent for the Notes at least one (1) day in advance of the date on which each payment of principal, redemption premium, if any, and interest falls due, funds fully sufficient to pay promptly the principal, redemption premium, if any, and interest falling due on such date.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have actually been budgeted out of the revenues in any Fiscal Year sufficient to pay the principal, redemption premium, if any, and interest on the Note for that Fiscal Year, then any excess of such revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any lawful corporate purpose of the Issuer.

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

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

SECTION 10. **Budget; Audit.** As long as any of the Notes are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget after its adoption to any Owner of the Notes upon request. After the close of each Fiscal Year, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be promptly furnished to any Owner of the Notes upon request.

SECTION 11. **Parity Obligations.** The Issuer shall issue no other notes or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Issuer having priority over or parity with the Notes, except that additional obligations may hereafter be issued on a parity with the Notes under the following conditions:

- (1) The Notes herein authorized or any part thereof, including the interest and redemption premium, if any, thereon, may be refunded as permitted herein, and the refunding notes so issued shall enjoy complete equality of lien with the portion of the Notes which is not refunded, if there be any, and the refunding notes shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Notes refunded; provided, however, that if only a portion of the Notes outstanding are so refunded and

the refunding notes require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Notes refunded thereby, then such Notes may not be refunded without the consent of the Owner of the unrefunded portion of the Notes issued hereunder (provided such consent shall not be required if such refunding notes meet the requirements set forth in clause 2 of this Section).

(2) (a) The net excess of annual revenues of the Issuer (excess of general revenues over expenditures, which shall include revenues from any source which may be transferred to the General Fund of the Issuer to pay the debt service on the Notes) for the Fiscal Year immediately preceding the issuance of any additional parity obligations must have been not less than *1.15 times* the highest annual debt service requirements in any succeeding Fiscal Year on all such obligations then outstanding, including the Notes, the proposed obligations, and any other obligations theretofore issued and then outstanding which are payable from the excess of general revenues of the Issuer (but not including obligations which have been refunded or provisions otherwise made for their full and complete payment and redemption); and

(b) The Issuer must be in full compliance with all covenants and undertakings in connection with the Notes and there must be no delinquencies in payments required to be made in connection therewith.

Junior and subordinate notes may be issued without restriction.

SECTION 12. **Application of Proceeds.** The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the necessary Notes to be typed or printed, to issue, execute and seal the Notes, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Notes shall be deposited by the Issuer in a special fund to be called "City of Morgan City Excess Revenue Notes, Series 2018, Project Fund" hereby established and to be maintained with any regularly designated fiscal agent bank or banks of the Issuer to be used only for the purposes for which the Notes are being issued.

SECTION 13. **Notes Legal Obligation.** The Notes shall constitute a binding and valid obligation of the Issuer and shall be the only representation of the indebtedness as herein authorized and created.

SECTION 14. **Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the Issuer and the Owner from time to time of the Notes and the provisions of such contract shall be enforceable by appropriate proceedings to be taken by such Owner, either by law or in equity. No material modification or amendment of this ordinance, or any ordinance or enactment amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owner of the Notes then outstanding.

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

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

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

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

SECTION 18. **Notices to Owners.** Wherever this Ordinance provides for notice to Owners of Notes of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and delivered via accepted means of electronic communication or mailed, first-class postage prepaid, to each Owner of such

Notes, at the address of such Owner as it appears in the Note Register. In any case where notice to Owners of Notes is given by mail, neither the failure to mail such notice to any particular Owner of Notes, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

SECTION 20. **Amendments to Ordinance.** No material modification or amendment of this Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Notes then outstanding; provided, however, that no such modification or amendment shall permit a change in the maturity of the Notes or the redemption provisions thereof, or a reduction in the rate of interest thereon, or the promise of the Issuer to pay the principal of and the interest on the Notes as the same shall come due from the Revenues of the Issuer, or reduce the percentage of owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owner or Owners of the Notes.

SECTION 21. **Mutilated, Destroyed, Lost or Stolen Notes.** If (a) any mutilated Note is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Note, and (b) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note. Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other outstanding Notes. The procedures set forth in the Agreement authorized in this Ordinance shall also be available with respect to mutilated, destroyed, lost or stolen Notes. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 22. **Discharge of Ordinance; Defeasance.** If the Issuer shall pay or cause to be paid to the Owners of all Notes then outstanding the principal of and redemption premium, if any, and interest to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to this Ordinance which are not required for the payment of Notes not theretofore surrendered for such payment.

Notes or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Notes shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed

above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 23. **Successor Paying Agent; Paying Agent Agreement.** The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Notes. The designation of Patterson State Bank as the initial Paying Agent in this Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or an ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. If required, the Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 24. **Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Notes under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Notes or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Notes to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Notes in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Note proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Notes in a manner which would cause the Notes to be "private activity bonds."

SECTION 25. **Designation as a "Qualified Tax-Exempt Obligation".** The Notes are redesignated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Notes are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2018 does not exceed \$10,000,000.

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

SECTION 26. **Disclosure Under SEC Rule 15c2-12(b).** It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR 240.15c2-12(b)], because the Notes are not intended to be municipal securities subject to such Rule and because:

- (a) the Notes are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities; and
- (b) the Notes are being sold to only one financial institution (*i.e.*, no more than thirty-five persons), which (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Notes; and (ii) is not purchasing the Notes for more than one account or with a view to distributing the Notes.

SECTION 27. **Publication.** A copy of this Ordinance shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer.

SECTION 28. **Award of Notes.** The Purchaser, by its acknowledgement attached as **Exhibit "A-1"** hereto, hereby offers to purchase all of the Notes in accordance with and pursuant to the terms of this Ordinance and the term sheet attached as **Exhibit "A-2"** hereto, and this Governing Authority hereby awards the sale of the Notes to the Purchaser. The Notes shall be delivered to the Purchaser upon the payment of the principal

amount thereof. As a condition to the delivery of the Notes to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Notes and is purchasing the Notes as a vehicle for making a commercial loan to the Issuer.

SECTION 29. **Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 30. **Effective Date.** This Ordinance shall become effective immediately.

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

YEAS: Bias, Tamporello, Autrey, Hymel, Stephens
NAYS: None
ABSENT: None

And the ordinance was adopted on this, the 22nd day of May, 2018.

/s/ Debbie Harrington
Clerk of the Council

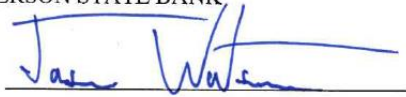
/s/ Frank P. Grizzaffi, III
Mayor

ACKNOWLEDGEMENT AND OFFER OF PURCHASER

The undersigned, a duly authorized officer of Patterson State Bank, acting on behalf of Patterson State Bank (the "Bank"), hereby acknowledges that the Bank has received and reviewed the ordinance (the "Ordinance") to be adopted by the Morgan City Council, acting as the governing authority of the City of Morgan City, State of Louisiana (the "Issuer"), on May 22, 2018, and in accordance with all terms and conditions set forth in the Ordinance, the Bank hereby offers to purchase all of the Issuer's Excess Revenue Note, Series 2018 (the "Note"), being authorized pursuant to the Ordinance at a fixed rate of 4.164% for the term of the Note. All other terms and conditions of the Note shall be as set forth in the Ordinance.

PATTERSON STATE BANK

By:



Its:

Jason Watson, Chief Financial Officer

Dated: May 22, 2018



GOVERNMENT CAPITAL CORPORATION

90 SANDLEWOOD TRAIL BROOKHAVEN, MISSISSIPPI 39601 Ph: 800.561.0461
345 MIRON DRIVE SOUTHLAKE, TEXAS 76092 Ph: 817.421.5400
WWW.GOVCAP.COM

**FINAL TERM SHEET
EXCESS REVENUE NOTE**

**City of Morgan City, LA
May 9, 2018**

FINANCING STRUCTURE: Certificate of Indebtedness- Excess Revenue Note
PROJECT: Advanced Metering Infrastructure, water radios, electric meters, gas radios
SECURITY: Pledge of Excess Revenues
PLACEMENT: Private Placement
ESTIMATED SOURCES AND USES OF FUNDS:

Source:	Note Proceeds	\$1,470,667.00
Total Sources		\$1,470,667.00
Uses:	Project Cost:	\$1,438,167.00
	*Issuance Costs:	\$ 32,500.00
Total Sources & Uses		\$1,470,667.00

* The above issuance costs represent the total issuance costs necessary for closing the transaction as contemplated. Issuance Cost Allocation includes Bond Counsel, Louisiana Bond Commission, Private Placement cost, and other related expenses. The above transaction will provide local participation and servicing.

PLACEMENT AGENT: Government Capital Corporation
BOND COUNSEL: Foley Judell, L.L.P. New Orleans, LA
FIXED INTEREST RATE: 4.164%
TERMS: 20 Annual principal and interest payments
REDEMPTION PROVISION: Transaction will be callable in whole at 101% beginning on 06/28/2029 (see attached payment schedule reflecting redemption options)
ANNUAL PAYMENTS: \$109,791.57
PAYMENTS COMMENCING: One year from funding, June 28, 2019
ESTIMATED CLOSING: June 28, 2018

The above proposal is subject to audit analysis and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for thirty (30) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.



EXHIBIT A
>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<
Certificate of Indebtedness, Series 2018
BY AND BETWEEN
Government Capital Corporation
and the Issuer, City of Morgan City, Louisiana
Dated as of June 28, 2018

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	6/28/2019	\$109,791.57	\$61,238.57	\$48,553.00	N/A
2	6/28/2020	\$109,791.57	\$59,216.83	\$50,574.74	N/A
3	6/28/2021	\$109,791.57	\$57,110.89	\$52,680.68	N/A
4	6/28/2022	\$109,791.57	\$54,917.27	\$54,874.30	N/A
5	6/28/2023	\$109,791.57	\$52,632.31	\$57,159.26	N/A
6	6/28/2024	\$109,791.57	\$50,252.19	\$59,539.38	N/A
7	6/28/2025	\$109,791.57	\$47,772.97	\$62,018.60	N/A
8	6/28/2026	\$109,791.57	\$45,190.52	\$64,601.05	N/A
9	6/28/2027	\$109,791.57	\$42,500.53	\$67,291.04	N/A
10	6/28/2028	\$109,791.57	\$39,698.53	\$70,093.04	N/A
11	6/28/2029	\$109,791.57	\$36,779.86	\$73,011.71	\$818,372.90
12	6/28/2030	\$109,791.57	\$33,739.65	\$76,051.92	\$741,560.46
13	6/28/2031	\$109,791.57	\$30,572.85	\$79,218.72	\$661,549.56
14	6/28/2032	\$109,791.57	\$27,274.18	\$82,517.39	\$578,206.99
15	6/28/2033	\$109,791.57	\$23,838.16	\$85,953.41	\$491,394.05
16	6/28/2034	\$109,791.57	\$20,259.06	\$89,532.51	\$400,966.21
17	6/28/2035	\$109,791.57	\$16,530.92	\$93,260.65	\$306,772.96
18	6/28/2036	\$109,791.57	\$12,647.55	\$97,144.02	\$208,657.50
19	6/28/2037	\$109,791.57	\$8,602.47	\$101,189.10	\$106,456.50
20	6/28/2038	\$109,791.57	\$4,389.09	\$105,402.48	\$0.00
Grand Totals		\$2,195,831.40	\$725,164.40	\$1,470,667.00	

INTEREST RATE @ 4.164%

STATE OF LOUISIANA

PARISH OF ST. MARY

I, the undersigned Clerk of the Morgan City Council (the "Council"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the Mayor and Council of the City of Morgan City, State of Louisiana on May 22, 2018, authorizing the incurring of debt and issuance of One Million Four Hundred Seventy Thousand Six Hundred Sixty-Seven Dollars (\$1,470,667) of Excess Revenue Notes, Series 2018 of the City of Morgan City, State of Louisiana; prescribing the form, terms and conditions of such Notes and providing for the payment thereof; authorizing an agreement with the Paying Agent, if required; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 22nd day of May, 2018.

Clerk

A request for the 2018-2019 Class A and Class B Beer License renewals for the following establishments was submitted:

2018-2019 CLASS A & CLASS B BEER LICENSE RENEWAL

AJ'S Second St Pub	1400 Second St
Atchafalaya Café LLC	7310 Hwy 182E
Bay City Bistro	608 Front St.
Bingos	7503 Highway 182
Blowout Lounge	117 Railroad Avenue
Bourbon's	501 First St.
Café JoJo's	624 Front Street
Cajun Country Lounge	1226 Victor II Blvd
Cannata's Food World	Corner 7 th & Brashear Avenue
Circle K #4640-DC 36	7700 Highway 90
Circle K Store #2706821	6383 Highway 90
Clarion Inn	520 Roderick Street
Craws & Claws	1601 Hwy 182
CVS Drug Store	6502 Highway 182
Daiquiri's & Company	7550 Highway 90
Dollar General Store #1974	818 Brashear Ave
Duke Lounge	7722 Highway 90
East Gate BBQ LLC	7516 Highway 182
EL Toro Mexican Grill	7027 Highway 182 E
Fifth Street Store	701 Everett Street
Fire & Ice of Morgan City LLC	7418 Hwy 182.
Friend's Tavern	6701 Highway 182-Ste B
Galley LLC	7409 Hwy 182
Ganaway's #1	1409 Federal Avenue
H & H Food Mart	7028 Highway 182E
Hampton Inn & Suite	6365 Hwy 182 E
Henry's of Morgan City, La., Inc.	319 Second Street
Johnny Food Mart	2100 Federal Avenue
La Mart Inc	413 Railroad Ave
La Morita Meat Market LLC	1230 Victor II Blvd
Links Café	1118 Victor II Blvd
Ma Ma G's	7540 Highway 90
Mel-Star, Inc.	620 ½ Milk Blvd.
Morgan City Municipal Auditorium	Highway 90
Paradise Valley Casino	1116 Victor II Blvd.
Paradise Valley Daiquiris	1114 Victor II Blvd.
Petroleum Club of Morgan City	500 Roderick Street
Quick General Mini Market	2407 Sixth Street
The Rathskeller	7222 Highway 90
Rite-Aid #7283	1223 Victor II Blvd.
Rose's Café	209 Union Street
Rouse's Supermarket #10	6403 Highway 90
Smoke-N-Go #15	7521 Highway 182E
Sports Bar	7419 Highway 182
Stazione II	6602 Highway 90
Susie's Seafood	6701 Hwy 182-Ste A
Table Five Boiling Pot	701 Freret Street
Table Five Lounge	702 Fifth Street
Tampico Restaurant, Inc.	Inglewood Mall
Timmy T's LLC.	6815 Highway 90
Tokyo Fish Restaurant	6214 Highway 182E
VFW Post #4222	1504 Sandra Street
Victor II Deli	1220 Victor II Blvd
Walgreen #10975	815 Brashear Ave
WalMart #7099	1002 Hwy 70

Everything being in order, a motion to approve these renewals was made by Mr. Hymel, seconded by Mr. Autrey, and voted unanimously in favor.

Mayor Grizzaffi offered the names of Mr. Bobby Dufrene and Mr. William Montgomery for appointment to the Main Street Committee. A motion to concur in the appointments was made by Mr. Hymel, seconded by Mr. Stephens, and voted unanimously in favor.

Mayor Grizzaffi submitted the name of Mr. Tim Matthews, Sr. for reappointment to the Morgan City Harbor & Terminal District. A motion to concur in the reappointment was made by Reverend Bias, seconded by Mr. Tamporello, and voted unanimously in favor.

Mayor Grizzaffi stated that Reverend Bias requested that the meeting be closed with a moment of silence. Reverend Bias stated that he thought a moment of silence was in order for the victims of the school shooting in Santa Fe and all other school shootings.

Debbie Harrington
Clerk

Frank P. Grizzaffi, III
Mayor