

OFFICIAL PROCEEDINGS  
CITY OF MORGAN CITY  
FEBRUARY 24, 2026

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 Lee Dragna, Mayor; and Council Members Ron Bias, Steve Domangue, Thomas Hutchinson, Jr., Tim Hymel, and Bonnie Leonard.

Absent: None

Also present were Mr. Charlie Solar, Jr., Chief Administrative Officer and Mr. Paul Landry, City Attorney.

The invocation was given by Reverend Keith Tayloe.

There was no Positive Image recipient for the month of February.

Mrs. Beverly Domengeaux, with the St. Mary Council on Aging, gave her annual report to the Mayor and Council and thanked them for the support in the past. She asked for their continued support in the future.

Brother Alvin Irvin with New Zorah Baptist Church submitted a request to hold the 4<sup>th</sup> annual Gospel Fest on Saturday, May 30, 2026, from 10 AM to 6 PM (copy on file). He requested that Arkansas Street be closed from 11 AM to 6 PM. A motion to approve the request was made by Mrs. Leonard, seconded by Pastor Bias, and voted unanimously in favor.

Mr. Charlie Solar said the Sacred Heart Church and Holy Cross Church requested permission to hold a walking Way of the Cross on April 3, 2026, beginning at 8 AM. A motion to approve the walk was made by Mr. Domangue, seconded by Mrs. Leonard, and voted unanimously in favor.

Pastor Ron Bias said that February was Black History Month. He said some comments were made as to why the City had not put up a sign on the seawall light display. He took full responsibility for that and said that he could have made a phone call and had it done immediately. He said it was simply an oversight, and he apologized. He also gave an extensive list of all notable black citizens from Morgan City and their accomplishments.

In the matter of the Mayor's update, Mayor Dragna said that he was happy to say that the new swimming pool had gone out for bid. He said that the gas grant had also gone out for bid, and those bids would be opened on Wednesday.

The minutes of the January 27, 2026, meeting were submitted. There being no corrections, additions, or deletions, a motion to approve the minutes was made by Pastor Bias, seconded by Mrs. Leonard, and voted unanimously in favor.

Mrs. Deborah Garber, Finance Director, submitted the following financial statement for the period ending January 31, 2026.

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**MONTHLY FINANCIAL STATEMENTS**

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**DATE:** February 24, 2026  
**TO:** Mayor and Council  
**FROM:** Deborah Garber  
**RE:** Comments related to summary of revenues and expenses compared to budget for the period ended January 31, 2026.

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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 January 31, 2026. The following comments are related thereto:

**General and Ancillary Funds:** Revenues are beginning the year slightly under budget by \$1,664. Operating expenses are also under budget by \$125,715. The net loss of \$246,685 is a positive variance of \$124,051 as compared to the adopted budget.

**Utility Fund:** Actual revenues in this fund are also beginning the year under budget by \$201,281. The operational expenses are running over budget by \$206,976. The net income, after transfers, of \$105,025 creates a negative variance compared to the budget of \$410,812.

**Sanitation and Sewer Fund:** The operating revenues are \$5,708 over budget, with total operating expenses under budget by \$53,619. The net income, after transfers, of \$78,224 leaves a positive variance of \$59,857.

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

<b>CITY OF MORGAN CITY</b>				
<b>CONSOLIDATED STATEMENT</b>				
Actual Revenues and Expenses Compared to Budget				
Period Ended January 31, 2026				
	<b>JANUARY</b>	<b>JANUARY</b>		<b>JANUARY</b>
	<b>2026</b>	<b>2026</b>		<b>2025</b>
<b>GENERAL AND ANCILLARY FUNDS</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>ACTUAL</b>
<b>REVENUES</b>				
General Fund	669,138	658,979	10,159	603,804
Recreation Fund	3,934	1,483	2,451	2,266
Library Fund	7	311	(304)	7
Auditorium Fund	7,852	4,506	3,346	2,317
Lake End Park Fund	101,108	118,424	(17,316)	82,166
Cemetery Fund	2,134	8,360	(6,226)	6,104
State Prisoner Fund	12,468	16,231	(3,763)	19,914
Total Revenues	782,039	783,703	(1,664)	690,560
<b>EXPENSES-OPERATIONAL</b>				
General Fund	916,586	1,030,809	(114,223)	932,402
Recreation Fund	58,090	54,762	3,328	27,331
Library Fund	7,995	18,617	(10,622)	7,525
Auditorium Fund	59,596	45,399	14,197	37,152
Lake End Park Fund	38,777	49,749	(10,972)	36,407
Cemetery Fund	7,243	4,331	2,912	7,366
State Prisoner Fund	35,437	45,772	(10,335)	47,814
Total Expenses	1,123,724	1,249,439	(125,715)	1,095,997
<b>TRANSFERS</b>				
Transfers from Funds	95,000	95,000	-	25,000
Transfers to Funds	-	-	-	-
Net Transfers	95,000	95,000	-	25,000
Excess(deficiency) net of transfers	(246,685)	(370,736)	124,051	(380,437)
<b>UTILITY FUND</b>				
Total Revenues	2,098,534	2,299,815	(201,281)	1,718,284
Total Expenditures	2,003,041	1,796,065	206,976	1,658,789
Net Excess	95,493	503,750	(408,257)	59,495
Net Transfers and non-oper.	9,532	12,087	(2,555)	16,046
Excess net of transfers	105,025	515,837	(410,812)	75,541
<b>SANITATION AND SEWER FUND</b>				
Total Revenues	290,084	284,376	5,708	286,833
Total Expenses	321,564	375,183	(53,619)	319,686
Net Excess	(31,480)	(90,807)	59,327	(32,853)
Net Transfers/non- operating expenses	109,704	109,174	530	106,586
Excess net of transfers and non-opera	78,224	18,367	59,857	73,733

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

The next matter on the agenda was the first reading of the Amending Ordinance for Taxable Utilities Revenue Bonds, Series 2024, to increase the LDH Loan Amount. Mayor

Dragna said that item this was being removed from the agenda.

The first reading of the Amend and Re-enact Section 18-5, to Provide for Keeping Domestic Poultry, Chickens, Ducks, Fowl, Sheep, and Rabbits was the next matter on the agenda. No definitive action was necessary.

The public hearing for the Amending of Section 2-01 of the Home Rule Charter was the next matter on the agenda. No one appeared for or against the ordinance, but there was lengthy discussion between the council members. Mr. Hymel, Domangue, and Bias all stated that they thought the voters could impose term limits every four years if they were not happy with their councilman by voting for another person. Mrs. Leonard stated that the people she had spoken to were for term limits, and she wanted to give the people the choice. A motion to approve the ordinance was made by Mrs. Leonard, and seconded by Mr. Hutchinson. Upon roll call, the motion failed by a vote of 2 – 3. Yeas: Leonard, Hutchinson Nays: Bias, Domangue, Hymel.

The public hearing for the Reorganization of Recreation and Culture pursuant to section 4-13 of the Home Rule Charter was opened. Mayor Dragna stated that the reason behind this ordinance was that he wanted to protect the park from the ability to steal from itself. He said that the income difference between January 2025 and January 2026 was \$38,000. He said the vote was not about one person, and was not about management, it was about protecting the park from itself. Mr. Jeff Armstrong, a "Snowbird" camper for the last five years, spoke in support of Mr. Bennett. He said that he felt that the park had gotten better in the past year, and he did not want to see progress stopped or money taken away from the park. Finance Director Deborah Garber said she wanted to make it clear that all money made in Lake End Park was spent at Lake End Park. It did not fund any other city departments. This decision was simply about creating a new department head or not. Financially, everything would remain the same. Mr. Hymel said he did not see a need to create a new department. Mr. Barbier was currently in charge of four facilities, and the public works director oversaw nine departments. He felt that there was no problem with Mr. Barbier's workload. He said that many upgrades were made to the park, but they had also received \$170,000 in funding last year to complete the projects. He said in the past that money was never made available to make the needed upgrades. Mayor Dragna said that Mr. Bennett was the third person in four years to manage Lake End Park. Mayor Dragna asked Mr. Barbier why these projects were not completed in the past. He said that the funding for many of these projects had been requested in the past, including when he was Lake End Park manager, but they were never funded during the Budget workshop and adoption process. After lengthy discussion, a motion to table the matter to allow more information to be gathered was made by Mr. Hutchinson, seconded by Pastor Bias, and voted unanimously in favor.

The public hearing for the Incurring debt and issuing not exceeding \$3,100,000 series 2026 Limited Tax Bonds for FEMA projects was the next matter on the agenda; whereupon,

The following ordinance having been introduced at a meeting held on January 27, 2026, was offered for final adoption by Mr. Hutchinson and seconded by Pastor Bias:

#### **ORDINANCE NO. 26-02**

An ordinance authorizing the incurring of debt and issuance of Three Million One Hundred Thousand Dollars (\$3,100,000) of Limited Tax Bonds, Series 2026, of the City of Morgan City, State of Louisiana; and providing for other matters in connection therewith.

**WHEREAS**, the City of Morgan City, State of Louisiana (the "Issuer"), is now receiving revenues derived from the levy and collection of a special tax of 16.07 mills (such rate being subject to adjustment from time to time due to reassessment) which the Issuer is authorized to impose and collect each year (the "Tax"); and

**WHEREAS**, the Issuer now desires to incur debt and issue Three Million One Hundred Thousand Dollars (\$3,100,000) of its Limited Tax Bonds, Series 2026 (the "Bonds"), pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, for the purpose of (i) paying any costs associated with the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's properties and facilities resulting from or related to Hurricane Francine, including purchasing any materials,

furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the costs of issuance of the Bonds; and

**WHEREAS**, the Bonds will be payable as to principal and interest from the proceeds of the Tax as set forth herein; and

**WHEREAS**, the Issuer has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax; and

**WHEREAS**, the maximum amount of principal and interest due in any year on the Bonds will not exceed seventy-five percent (75%) of the income estimated to be realized from the Tax in 2026; and

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

**NOW, THEREFORE, BE IT ORDAINED** by the Morgan City Council, acting as governing authority of the Issuer, that:

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

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

**"Additional Parity Bonds"** means any *pari passu* additional obligations hereafter issued by the Issuer on a parity with the Bonds with respect to the Tax, all as provided herein.

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

**"Bond"** or **"Bonds"** means any or all of the Issuer's Limited Tax Bonds, Series 2026, authorized by this Ordinance in the total aggregate principal amount of Three Million One Hundred Thousand Dollars (\$3,100,000), whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

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

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

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

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

**"Delivery Date"** means the date on which the Bonds are delivered to the Lender in exchange for payment therefor, which is anticipated to be March 5, 2026.

**"Determination of Taxability"** means any final, unappealable determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that, as the result of any action or inaction of the Issuer, interest paid or to be paid on the Bonds is or will be includable for federal income tax purposes in the gross income of the Lender or any other Owner thereof.

**"Event of Default"** shall have the meaning given such term in Section 25 hereof.

**"Executive Officers"** means, collectively, the Mayor, Chief Administrative Officer, and Director of Finance of the Issuer, and the Clerk of the Governing Authority.

**"Fiscal Year"** means the one-year accounting period beginning on January 1<sup>st</sup> 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 Morgan City 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 such as the State and Local Government Series and may be in book-entry form.

**"Interest Payment Date"** means each March 1 and September 1, commencing September 1, 2026.

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

**"Lender"** means Regions Equipment Finance Corporation for Bond R-1 (\$2,350,000) and the Louisiana Public Facilities Authority for Bond R-2 (\$750,000).

**"Maximum Rate"** means 6% per annum, provided that such rate shall not exceed the maximum rate allowed pursuant to Louisiana law.

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

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

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

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

**"Paying Agent"** means Regions Bank, New Orleans, Louisiana, for Bond R-1, and the Clerk of the Governing Authority for Bond R-2, or such successor Paying Agents which may be named by this Governing Authority.

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

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

**"State"** means the State of Louisiana.

**"Tax"** means an ad valorem tax of 16.07 mills (such rate being subject to adjustment from time to time due to reassessment) which the Issuer is authorized to impose and collect each year pursuant to Article VI, Section 27 of the Louisiana Constitution of 1974.

**"Term Sheet"** means the executed Term Sheet of Regions Equipment Finance Corporation with respect to Bond R-1, attached hereto as **Exhibit A-1**.

SECTION 2) Authorization of Bonds; Maturities. In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of Three Million One Hundred Thousand Dollars (\$3,100,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) paying any costs associated with the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's properties and facilities resulting from or related to Hurricane Francine, including purchasing any materials, furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the Costs of Issuance of the Bonds, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of Three Million One Hundred Thousand Dollars (\$3,100,000) of Limited Tax Bonds, Series 2026, of the Issuer.

The Bonds shall be issued in the form of two, fully registered term bonds numbered R-1 and R-2 and shall be dated the Delivery Date.

Bond R-1 shall bear interest at the rate of 4.56% per annum, shall be in the denomination of \$2,350,000, and shall mature in installments on March 1 of each year, without necessity of notice, as follows:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Maturing</u>
2028	\$156,000
2029	163,000
2030	170,000
2031	178,000
2032	186,000
2033	194,000
2034	203,000
2035	212,000
2036	220,000
2037	326,000
2038*	342,000

\*Final Maturity

Bond R-2 shall bear interest at the rate of 2.28% per annum, shall be in the denomination of \$750,000, and shall mature in installments on March 1 of each year, without necessity of notice, as follows:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Maturing</u>
2028	\$75,000
2029	77,000
2030	80,000
2031	81,000
2032	83,000
2033	85,000
2034	87,000
2035	89,000
2036*	93,000

\*Final Maturity

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

Interest on the Bonds shall accrue from the Delivery Date 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. Notwithstanding the foregoing, upon occurrence of an Event of Default or a Determination of Taxability, the applicable rate of interest on Bond R-1 shall be adjusted as set forth in the Term Sheet, not to exceed the Maximum Rate. In the case of a Determination of Taxability, the Issuer shall pay to Regions Equipment Finance Corporation, as Lender with respect to Bond R-1, an adjusted rate, as determined by such Lender, from the Delivery Date that would provide such Lender with an after-tax yield at least equal to the after-tax yield such Lender could have received if the Determination of Taxability had not occurred. If such rate adjustment would otherwise exceed the Maximum Rate, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) a fee in an amount rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "Excess Fee") shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Issuer shall pay to such Lender (but solely from revenues of the Tax), with respect to amounts then payable to such Lender that are required to accrue interest hereunder, such portion of the deferred Excess Fee as will cause the rate of interest then paid to such Lender to equal the Maximum Rate, which payments of deferred Excess Fee shall continue to apply to such unpaid amounts hereunder until all deferred Excess Fee is fully paid to such Lender, together with interest thereon at the Maximum Rate. The Excess Fee shall not be deemed to be an increase in the interest rate on the Bonds.

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

SECTION 3) Optional Prepayment of Bonds. Installments of principal of the Bonds shall be callable for prepayment at the option of the Issuer in whole or in part on any Interest Payment Date, at the principal amount to be prepaid, plus accrued interest on the amount to be prepaid from the most recent Interest Payment Date to which interest has been paid or duly provided for. Any partial prepayment shall be applied (i) first, to the principal, if any, due on and interest accrued on the Bonds to such date, and (ii) then, to reduce the remaining principal maturities of the Bonds in inverse order.

Any prepayment of the Bonds or any portion thereof may be made expressly contingent upon the availability of funds therefor.

Official notice of such call of any portion of the Bonds for prepayment shall be given by means of first class mail, postage prepaid, by notice deposited in the United States mails or via acceptable means of electronic communication not less than five (5) days prior to the redemption date, addressed to the Owner of such Bond to be prepaid at his address as shown on the Bond Register.

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

SECTION 5) Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the forms acceptable to the Executive Officers, upon advice of bond counsel, and the Lenders.

SECTION 6) Execution of Bonds. The Bonds 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 7) Pledge and Dedication of Revenues. Pursuant to the Act, the Bonds shall be secured by and payable from an irrevocable pledge and dedication of the avails or proceeds of the Tax. This Governing Authority does hereby obligate itself and its successors in office to impose and collect the Tax annually in each year and does hereby irrevocably and irrevocably dedicate, appropriate and pledge the annual income to be derived from the

assessment, levy and collection of the Tax in each year to the payment of the Bonds and any Additional Parity Bonds until their maturity. The Issuer further covenants that it shall not lower the Tax rate to result in lower Tax revenues than were collected in the Fiscal Year prior to the proposed adjustment.

SECTION 8) Sinking Fund. For the payment of the principal of and the interest on the Bonds there is hereby created a special fund known as "*City of Morgan City-Limited Tax Bonds Sinking Fund*," said Sinking Fund to be established and maintained with the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund at least two (2) days in advance of the date on which each payment of principal and/or interest falls due, from the proceeds of the Tax funds fully sufficient to promptly pay the maturing principal and/or interest so falling due on such date, which funds shall be made available from said Sinking Fund to the Paying Agent for the Bonds at least one (1) day in advance of the date on which each payment of principal and interest falls due. Payments not received by Regions Equipment Finance Corporation, as Lender with respect to Bond R-1, within ten (10) days of the applicable Interest Payment Date shall be assessed a late fee of five percent (5%) of the total payment due.

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 and set aside in the Sinking Fund out of the revenues derived from the levy and collection of the Tax in any calendar year sufficient to pay the principal and interest on the Bonds for that calendar year, then any excess of such revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any lawful purpose for which the Tax is authorized.

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 Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

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, in which event all income derived from such investments shall be transferred to the general fund.

SECTION 9) Budget; Audit. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the Tax. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements of the proceeds of the Tax. The Issuer agrees to provide to the Lender, or if the Lender is not the Owner of 100% of the Outstanding Bonds, then to the Paying Agent, its audited financial statements within 210 days after the end of each Fiscal Year, unless a later time for completion has been granted to the Issuer by the Louisiana Legislative Auditor, then when accepted by the Louisiana Legislative Auditor. The Issuer further agrees that the Paying Agent and any Owner shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to the Tax.

SECTION 10) Additional Parity Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax having priority over or parity with the Bonds, except that Additional Parity Bonds may hereafter be issued on a parity with the Bonds under the following conditions:

- (1) The Bonds herein authorized or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds, which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and the refunding bonds 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 Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds issued hereunder and any Additional Parity

Bonds (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 of this Section).

(2) (a) Additional Parity Bonds may be issued on and enjoy a full and complete parity with the Bonds with respect to the Tax, provided that the highest amount of the combined principal and interest requirements for any future year on the Bonds and the said Additional Parity Bonds does not exceed 75% of the revenues estimated to be realized by the Issuer from the levy of the Tax in the year in which such Additional Parity Bonds are issued.

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

(c) An Executive Officer will certify as to the Issuer's compliance with paragraphs (a) and (b).

(3) Junior and subordinate bonds may be issued without restriction.

SECTION 11) 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 Bonds to be typed or printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bonds shall be deposited by the Issuer in a separate fund hereby created and to be maintained with its fiscal agent bank or banks to be used only for the purpose for which the Bonds are issued.

SECTION 12) Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer and shall be the only representation of the indebtedness as herein authorized and created.

SECTION 13) Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer, or its successor in law, and the Owner or Owners from time to time of the Bonds, and the provisions of such contract shall be enforceable by appropriate proceedings to be taken by any such Owner or Owners, either by may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

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

SECTION 14) Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

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

SECTION 15) Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name the Bonds are registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 16) Cancellation of Bonds. Any Bond surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be

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

SECTION 17) Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. Any additional procedures set forth in the Agreement, authorized in this Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 18) Discharge of Ordinance; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all of the Outstanding Bonds, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of the money, securities, and funds pledged under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Ordinance to the Issuer.

Bonds 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 if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 19) 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 Bonds. The designation of the initial Paying Agents in this Ordinance are 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 an ordinance or a resolution or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agents for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on any such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 20) Notices to Owners. Wherever this Ordinance provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In

any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. 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 21) Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State, 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 Bonds 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 Bonds 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 Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds, or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds."

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

SECTION 22) Designation as "Qualified Tax-Exempt Obligations". The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code. In making this designation, the Issuer finds and determines that:

(a) the Bonds 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 2026 does not exceed \$10,000,000.

SECTION 23) Disclosure Under SEC Rule 15c2-12. The Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities and Exchange Commission [17 CFR 240.15c2-12].

SECTION 24) Post-Issuance Compliance. The Executive Officers and/or their designees are directed to establish, continue, and/or amend, as applicable, written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

SECTION 25) Default. Upon the Issuer's (i) failure to timely make any payment due hereunder, or (ii) breach or violation of any covenant contained herein, which breach or violation shall continue for a period of thirty (30) days following written notice thereof from either the Paying Agent or the Owners of a majority of the Outstanding principal amount of the Bonds (provided, however, that if such breach or violation is of a type that cannot reasonably be cured within said 30-day period, then such period shall be continued until the earliest such date as such breach or violation may reasonably be cured), either of which shall be an "Event of Default," then any Owner of such bonds or any trustee appointed to represent such Owners as hereinafter provided, shall be authorized to exercise any remedy afforded such person by law, and further provided that the unpaid principal of Bond R-1 shall, until such Event of Default is cured, bear interest at the Maximum Rate. In the event of a default set forth in (i) above, the Issuer shall report such default on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website ("EMMA").

SECTION 26) Publication. A copy of this Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer. It shall not be necessary to publish the exhibits to this Ordinance but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal.

SECTION 27) Award of Bonds. The Issuer hereby accepts the offers of the Lenders, which offers are attached as **Exhibit A-1** and **A-2** hereto, and any Executive Officers are hereby authorized to execute said offers on behalf of the Issuer. As a condition to the delivery of the Bonds to the Lenders, the Lenders will execute a standard letter, acceptable to them and the Issuer, indicating they have conducted their own analysis with respect to the Bonds and are extending credit in the form of the Bonds as a vehicle for making a commercial loan to the Issuer.

SECTION 28) 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 29) Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Ordinance or of the Bonds 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 Bonds, but this Ordinance and the Bonds 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 Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Bonds.

SECTION 30) Effective Date. This Ordinance shall take effect immediately upon its adoption and approval.

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

YEAS: Hymel, Bias, Domangue, Leonard, and Hutchinson.

NAYS: None.

ABSENT: None.

ABSTAINING: None.

And the ordinance was declared adopted on this, the 24<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
/s/ Debbie Harrington  
Clerk of the Council

\_\_\_\_\_  
/s/ Lee Dagna  
Mayor

[EXHIBITS ARE ON FILE WITH THE ISSUER AND ARE AVAILABLE DURING NORMAL BUSINESS HOURS]

The next matter on the agenda was the Finance Committee recommendations; whereupon,

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

RESOLUTION NO. R: 26-08

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 \$75,000 to the previously budgeted \$375,000 to rehab the current Fire Department Ladder Truck from the General Fund fund balance.

Mr. Hutchinson seconded the motion.

The vote thereon was as follows:

AYES: Hymel, Hutchinson, Bias, Domangue, Leonard  
NAYS: None  
ABSENT: None

The resolution was therefore declared approved and adopted this 24<sup>th</sup> day of

February, 2026.

/s/ Lee Dragna  
Lee Dragna  
Mayor

ATTEST:

/s/ Debbie Harrington  
Debbie Harrington  
Clerk

Mayor Dragna said that a LMGA Director and Alternate needed to be named every four years; whereupon,

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

RESOLUTION NO. R: 26-09

A RESOLUTION APPROVING THE APPOINTMENT OF A DIRECTOR AND AN ALTERNATE DIRECTOR TO REPRESENT THE CITY OF MORGAN CITY, STATE OF LOUISIANA, ON THE BOARD OF DIRECTORS OF THE LOUISIANA MUNICIPAL NATURAL GAS PURCHASING AND DISTRIBUTION AUTHORITY AS PROVIDED BY CHAPTER 10-B OF TITLE 33 OF LOUISIANA REVISED STATUTES OF 1950.

WHEREAS, the City of Morgan City, State of Louisiana, has previously become a member of the Authority in accordance with the Act; and

WHEREAS, pursuant to Section 4546.2 of the Act, the governing authority of the City of Morgan City, State of Louisiana, desires to approve the appointment of William Cefalu to serve as Director of the Authority and to approve the appointment of Lee Dragna, to serve as an alternate Director to act in the absence of the director herein above named;

NOW THEREFORE BE IT RESOLVED, by the governing authority of the City of Morgan City, State of Louisiana, acting in such capacity:

Section 1. That, pursuant to the Act, the appointment of William Cefalu to serve as a Director of the Authority for a term of four (4) years from the date hereof is approved and that the appointment of Mayor Lee Dragna, to serve as an alternate Director, for like term, to act in the absence of the director is approved.

Section 2. That this resolution shall take effect immediately.

Mrs. Leonard seconded the motion.

The vote thereon was as follows:

AYES: Domangue, Leonard, Bias, Hymel, Hutchinson

NAYS: None

ABSENT: None

The resolution was therefore declared approved and adopted this 24<sup>th</sup> day of

February, 2026.

/s/ Lee Dragna  
Lee Dragna  
Mayor

ATTEST:

/s/ Debbie Harrington  
Debbie Harrington  
Clerk

The next matter on the agenda was the Bid Tabulation for the Sewer Valve Replacement Project. Mr. Solar said that this project would be using Capital Outlay funding to replace all five valves, and the engineer had recommended the firm of Sage Construction; whereupon,

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

RESOLUTION NO. R: 26-10

BE IT RESOLVED, by the City Council, the governing authority of the City of Morgan City, that the bid of Sage Construction, LLC, of Donaldsonville, Louisiana, for furnishing all materials, equipment, etc., for the Morgan City Sewer Valve Replacement project in the amount of FIVE HUNDRED NINETEEN THOUSAND FOUR HUNDRED TWELVE DOLLARS AND FORTY FIVE CENTS (519,412.45) being the least and most responsible bid received, be and the same is hereby accepted and awarded to Sage Construction, LLC.

BE IT FURTHER RESOLVED, etc., that the Mayor, be and he is hereby authorized, empowered, and directed to execute a contract with said Sage Construction, LLC. for and on behalf of and in the name of said Municipal Corporation, for furnishing all materials, and equipment for the Morgan City Sewer Valve Replacement Project, Morgan City, Louisiana.

BE IT FURTHER RESOLVED, etc., that the contract shall be filed with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Mary, State of Louisiana, for recordation in the mortgage records of said parish, hereby ratifying and confirming his act or acts in the premises.

Mr. Domangue seconded the motion.

The vote thereon was as follows:

AYES: Bias, Domangue, Hutchinson, Hymel, Leonard  
NAYS: None  
ABSENT: None

The resolution was therefore declared approved and adopted this 24<sup>th</sup> day of February, 2026.

/s/ Lee Dragna  
Lee Dragna, Mayor

ATTEST:

/s/ Debbie Harrington  
Debbie Harrington, Clerk

The calling of a special election resolution was not necessary because the Charter change ordinance had not been passed.

Mayor Dragna said that the Notice of Intent for Taxable Utilities Revenue Bonds did not need to be adopted because the ordinance had been taken off the agenda.

There being no further business, a motion to adjourn was made by Mr. Hymel, seconded by Pastor Bias, and voted unanimously in favor.

/s/ Debbie Harrington  
Debbie Harrington  
Clerk

/s/ Lee Dragna  
Lee Dragna  
Mayor