**SHERIFF SALES** 

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA

IN AND FOR THE PARISH OF LIVINGSTON

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable

Court in the above entitled and number cause, bearing date of JANUARY 4, 2023; and to me directed, commanding me to seize and sell CERTAIN MOVEABLE property

I have seized and taken into my official custody the property hereinafter described, and

WEDNESDAY, THE 19th DAY OF APRIL 2023 during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of

mayo E

Jason Ard, Sheriff

State of Louisiana Lama go 2

Deputy Sheriff

d Ten Million Six Hundred Thousand Dollars ds, in one or more series, of Ward Two Water

JBLIC NOTICES

WARD TWO WATER DISTRICT, PARISH OF LIVINGSTON, STATE OF LOUISIAN The following Resolution was offered by Shevis Ball and seconded by Scottv Martone: RESOLUTION

A Resolution authorizing the issuance of not to exceed Ten Million Six Hundred Thousand Dollar (\$10,600,000) of Water Revenue and Refunding Bonds, in one or more series, of Ward Two Wate District, Parish of Livingston, State of Louisiana; prescribing the form, fixing the details an providing for the payment of principal of and interest on such Bonds; authorizing the execution a Paying Agent Agreement, Bond Purchase Agreement and any other documents and instrument necessary in connection with the issuance and sale of the Bonds; approving the distribution of Preliminary Official Statement and an Official Statement; and providing for other matters in

WHEREAS, Ward Two Water District, Parish of Livingston, State of Louisiana (the "Issuer") owns and operates a complete waterworks system, including water wells, waterlines, elevated water tanks and other properties and facilities, as a revenue-producing work of public improvement (the "System"); and WHEREAS, the Issuer desires to finance the cost of acquisitino, construction and installation of improvements, extensions and replacements to the System, including the installation of automatic meter infrastructure and automatic read meters throughout the System (the "Projec"); and WHEREAS, the Issuer previously issued its (i) \$3,000,000 Taxable Water Revenue Bonds, Series 2020 (the "Series 2020 Bonds") and (ii) \$12,150,000 Water Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds" and fuegether with the Series 2020 Bonds, the "Prior Bonds"); and

"Series 2020 Bonds"), and (ii) \$12,150,000 Water Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds" and together with the Series 2020 Bonds, the "prior Bonds") and wHTEREAS, the Issuer has approved the issuance of not to exceed \$6,000,000 Taxable Water Revenue Bonds, which will be purchased by the Louisiana Department of Health-Office of Public Health through its Drinking Water Revolving Loan Fund (the "LDIH Bonds") to finance a portion of the cost of the Project; and WHEREAS, the Issuer, acting through its governing authority, the Board of Commissioners of Ward Two Water District, Parish of Livingsion, State of Louisiana (the "Governing Authority"), is authorized to and believes it to be in its best interest to issue bonds and incur debt to (i) refund all or a portion of the Series 2021 Bonds (the "Refunded Bonds") pursuant to the provisions of Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Refunding Act,") and (ii) finance the remainder of the Project pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act") and (iii) finance the remainder of the Project pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act") and (iii) finance the remainder of the Project pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "New Money Act" and together with the Refunding bonds; and

Act, the "Act") and other constitutional and statutory authority, through the issuance of its revenue and refunding bonds; and WHEREAS, pursuant to the Act, the Issuer desires to incur debt and accomplish the refunding of the Refunded Bonds and the finance the balance of the Project (hereinafter defined) through the issuance of not to exceed \$10,600,000 of its Water Revenue and Refunding Bonds, in one or more series issued on a taxable and tax-exempt basis (the "Bonds"), to be secured by and payable from an irrevocable pledge and dedication of the income and revenues derived from the operation of the System, after payment of reasonable and necessary expenses of operating and maintaining the System, as now existing or as may be hereafter improved, extended or supplemented from any source whatsoever (the "Net Revenues"); and WHEREAS, the Bonds will be secured by Net Revenues on a parity with the Series 2020 Bonds, the LDH Bonds and any of the Series 2021 Bonds not refunded with the proceeds of the Bonds (the "Unrefunded Series 2021 Bonds") and together with the Series 2020 Bonds and the LDH Bonds, the "Parity Obligations"); and WHEREAS, after effecting the refunding authorized hereby, the Issuer will have outstanding no other bonds or obligations of any kind or nature payable from or enjoying a lien on Net Revenues, other than the Bonds herein authorized and the Parity Obligations; and WHEREAS, the Parish Council of the Parish of Livingston, State of Louisiana (the "Parish Council"), by action taken on December 8, 2022, has given all approvals necessary for the issuance of the Bonds; and WHEREAS, the Governing Authority now wishes to fix the details necessary with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof; and

ARTICLE 1
DEFINITIONS AND INTERPRETATION

meanings, unless the context clearly requires otherwise:

"Authorized Denominations" means \$5,000 or any integral thereof.

"Bond" or "Bonds" means the Bonds authorized to be issued by this Resolution in the total aggregate amount not to exceed Ten Million Six Hundred Thousand Dollars (\$10,600,000), in one or more series on a taxable and tax-

not to execut terminos.

\*\*Exempt basis, as further described herein.

\*\*Bond Insurer\*\* means, if applicable, the issuer of the Municipal Bond Insurance Policy, if any,

\*\*Bond Register\*\* means the records kept by the Registrar in which registration of the Bonds and transfers of

"Bond Register" means the records kept by the Registrar in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bond Year" means the one (1)-year period ending on each Principal Payment Date.

"Business Day" means a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed, and on which the New York Stock Exchange is closed.

"Code" means the Internal Revenue Code of 1986, as the same may be amended and supplemented from time to time, including any regulations promulgated thereunder or any administrative or judicial interpretations thereof.

"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 charges for the preparation and distribution of a Preliminary Official Statement and an Official Statement, if paid by the Issuer, fees and distribution of a Preliminary Official Statement and not official Statement and not official Statement, if paid by the Issuer, fees and distribution of a Preliminary Official Statement and not official Statement and not official Statement, if paid by the Issuer, fees and charges of result and preliminary official Statement and not official Statement, if paid by the Issuer, fees and official Statement and not official Statement and not official Statement, if paid by the Issuer, fees and official Statement and not of

paid by the Issuer, 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 on the payment of the Bonds, if any, and any other cost, charge or fee payable by the Issuer in connection with the original issuance of the Bonds.

"Deflowance Obligations" means such and/or Government Securities.

"Deflowance Obligations" means such and/or Government Securities.

"Escend Agreement" means the Sarton Deposit Agreement between the Issuer and the Paying Agent, acting as Escrow Trustee, and providing for the deposit of certain proceeds of the Bonds.

"Escrow Fund" means such fund created pursuant to the Escrow Agreement.
"Escendive Officers" means, collectively, the President, Vice-President and Secretary-Treasurer of the Governine Authority and the Manager of the Issuer.

"Executive Officers" means, collectively, the President, Vice-President and Secretary-Ireasurer of the Governing Authority and the Manager of the Issuer's one-year accounting period beginning on January 1 of each year or any other annual accounting period as may be determined by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the Board of Commissioners of the Issuer, acting as the governing authority of the Issuer.

"Government Securities" means direct obligations of, or obligations the principal 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 April 1 and October 1, commencing October 1, 2023, or such other date

"Interest Payment Date" means each April 1 and October 1, commencing October 1, 2023, or such other date set forth in the Purchase Agreement.

"Issue" means Ward Two Water District, Parish of Livingston, State of Louisiana.

"LDH Bond Resolution" the resolution adopted by the Governing Authority on February 21, 2023 authorizing the issuance of the LDH Bonds and the purchase thereof by the Louisiana Department of Health-Office of Public Health through its Drinking Water Revolving Loan Fund.

"LDH Bonds" means the Taxable Water Revenue Bonds, the issuance of which was approved pursuant to the LDH Bond Resolution in an amount not to exceed \$6,000,000.

"Municipal Bond Insurance Policy" means, if any, the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payments of principal of an interest on the Bonds.

"Net Revenues" means the Revenues of the System after payment therefrom of all Operation and Maintenance Expenses.

Expenses. "Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, repairing, maintaining and insuring the System. "Operation and Maintenance Expenses" shall not include depreciation and amortization expenses, payments made to the Sinking Fund, payments made to the Reserve Fund, or payments made

aintaining and insuring the System. Opcommentation expenses, payments made to the Binking Fund, payments made to the Research of the Renewal and Replacement Fund.

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

(a) Bonds that have been cancelled or delivered to the Registrar for cancellation;

"Advisord in accordance Section 13.1 hereof;

"Advisord in accordance Section 13.1 hereof;

"Parity Bond Regulations" means, collectively, the Series 2020 Bond Resolution, the LDH Bond Resolution and the Series 2021 Bond Resolution. "Parity Obligations" means the Series 2020 Bonds, the LDH Bonds, the Unrefunded Series 2021 Bonds and any additional pari passu indebtedness issued hereafter by the Issuer and payable from the Net Revenues on a parity with the Bonds.

with the Bonds.
"Paying Agent" means Hancock Whitney Bank, Baton Rouge, Louisiana, as the Paying Agent pursuant to
the Paying Agent Agreement.
"Paying Agent Agreement" means the agreement between the Issuer and the Paying Agent, pursuant to this

Definitions. The following terms used in this Resolution shall have the following

NOW. THEREFORE, BE IT RESOLVED by the Governing Authority that:

Section 1.1

2015 Sunshine 16 x 80 mobile home bearing serial number ALS19832

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 11th day of January 2023.

21ST MORTGAGE CORPORATION

appraisement and according to law.

Attorney: TREVATHAN LAW FIRM

Advertise: March 30, 2023

OTT, WILLIAM R.

belonging to:

OTT, WILLIAM R.

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

"Principal Payment Date" means April 1 of each year, commencing April 1, 2024, or such other date set forth in the Purchase Agreement.

"Purchase Agreement" means the agreement between the Underwriter and the Issuer regarding the purchase

"Parchase Agreement" means the agreement between the Underwriter and the Issues regarding the pareliment and sale of the Bonds.

"Record Date" means March 15, or September 15, as the case may be, whether or not a Business Day, immediately preceding an Interest Payment Date.

"Redemption Price" means when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Resolution.

"Refunded Bonds" means that portion of the Series 2012 Bonds refunded with the proceeds of the Bonds.

"Refunding Act" means Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as

"Registrar" means the Paying Agent, in its capacity as Registrar pursuant to this Resolution.
"Reserve Fund Requirement" shall have the meaning assigned thereto in Section 5.1(c) of this Resolution.
"Resolution" means this Resolution authorizing the issuance of the Bonds, as hereafter amended o

"Revenues" means all income and revenues to be derived by the Issuer from all fees, rate, assessments and the charges established by and on behalf of the Issuer, for services, facilities and commodities furnished or supplied, with respect to the operation of the System, including carnings on investments in the finds and accounts described herein, but does not include any insurance or condemnation proceeds or proceeds from the sale or disposition of any part of the System.

part of the System.

"Series 2020 Bond Resolution" means the Resolution adopted on January 21, 2020 by the Governing Authority, authorizing the issuance of the Series 2020 Bonds.

"Series 2020 Bonds" means the Issues as \$3,000,000 Taxable Water Revenue Bonds, Series 2020.

"Series 2021 Bond Resolution" means the Resolution adopted on February 23, 2021 by the Governing Authority, authorizing the issuance of the Series 2021 Bonds.

"Series 2021 Bonds" means the Issues as \$11,150,000 Water Revenue Refunding Bonds, Series 2021.

"Series 2021 Bonds" means the Issuer's \$12,150,000 Water Revenue Refunding Bonds, Series 2021.
"State" means the State of Louisine that are used for the purpose of collecting, transporting, treating, distributing or holding drinking water, as said system now exists and as it may be hereafter improved, extended emented while any of the Bonds remain outstanding as more fully described in this Resolution.

"Tax Certificate" means the Tax Compliance and No Arbitrage Certificate execute by the Issuer:
"Tax Certificate" some say Bonds issued on a tax-e-tempt basis.

"Tax Certificate" while the Series 2021 Bonds "means that portion of the Series 2021 Bonds not refunded with the proceeds on the Series 2021 Bonds of means that portion of the Series 2021 Bonds not refunded with the proceeds ones of means the series 2021 Bonds of means the series 2021 Bonds or the Serie

"Unrefunded Series 2021 Bonds" means that portion of the Series 2021 Bonds not refunded with the proceeds of the Bonds, if any, 
"Underwriter" means Crews & Associates, Inc., acting as the Underwriter for the Bonds. 
"Underwriter" means charges or fees levied on users of the System for the cost of operation, maintenance and 
replacement of the System, for the respurent of debt incurred with respect to the System and for such other purposes as may be determined by the Governing Authority from time to time.

1.2 <u>Rules of Interpretation</u>. (a) Unless the context clearly indicates to the contrary, the hall apply to the interpretation and construction of this Resolution: words importing the singular number shall include the plural number and vice versa; all references to particular articles or sections herein are references to articles or sections of this (ii)

Resolution: the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; the terms "hereby," "hereofy," "herein," "hereinmer" and any similar terms as used in this Resolution refer to the Resolution in its entirety and not the particular article or section of this Resolution in which they appear; and the term "hereofpe" means after the date of execution of this Resolution and the term "heretofore" means the force the date of the execution of this Resolution. (iv)

means before the date of the execution of this Resolution.

ARTICLE 2

AUTHORIZATION, ISSUANCE AND SALE OF BONDS

Section 2.1

Authorization and Issuance of Bonds. In compliance with the terms and provisions of the t, and other constitutional and statutory authority, there is hereby authorized the incurring of indebtedness of not to ceed Ten Million Six Hundred Thousand Dollars (61),060,000) for, and on behalf of, and in the name of the Issuer.

exceed Ten Million Six Hundred Thousand Dollars (\$10,600,000) for, and on behalf of, and in the name of the Issuer, for the purpose of (i) financing the balance of the Project, (ii) refunding the Refunded Bonds, if any; (iii) funding a debt service reserve fund, if required, and (iv) paying costs of issuance of the Bonds, including the cost of a municipal bond insurance policy, if required.

To represent said indebtedness, this Governing Authority does hereby authorize the issuance of not to exceed Ten Million Six Hundred Thousand Dollars (\$10,600,000) of Water Revenue and Refunding Bonds of the Issuer, in one or more series, on a taxable or tax-exempt basis, as hereinafter described. The Bonds shall be issued in the form of fully registered bonds of the Issuer, shall be dated the date of delivery, and shall be in the denomination of not less than Five Thousand Dollars (\$5,000) each and integral multiples of Five Thousand Dollars (\$5,000) in excess thereof is a detailed in the Bond and shall be numbered R-1 upwards. The Bonds shall mature no later than thirty-one (31) years from the date of issuance, as set forth therein, and shall bear interest from the respective dates 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 at an interest rate not to exceed seven and one-half percent (7.50%) on a tax-exempt basis. The Bonds will be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Resolution.

Section 2.2 <u>Resolution to Constitute Contract</u>: In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners of the Bonds.

Section 2.3 <u>Pledged Revenues.</u> The Bonds, equally with the Parity Obligations, shall be secured by and payable in principal and interest solely by a pledge of the Net Revenues. Subject to the foregoing, the Net Revenues are inverseably had irrepealably pledged in an amount sufficient for the payment of the Bonds and the Parity Obligations in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth herein. The Net Revenues shall continue to be set aside in the funds and accounts described in Section 5.1 and in the Parity Obligations in principal and interest, and for all other payments provided in this Resolution, until the Bonds and the Parity Obligations is principal and interest, and for all other payments provided in this Resolution, until the Bonds and the Parity Obligations shall be fully paid and discharged.

The Issuer hereby covenants that it will not voluntarily create or cause to be created any debt, lien, pledge, mortgage, assignment, encumbrance or any other charge whatsoever having priority over or a parity with the lien and pledge of Net Revenues securing the Bonds except as provided in this Resolution.

Section 2.4 Payment of Principal and Interest. The principal and premium, if any, of the Bonds are paule in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the copprate trust office of the Paying Agent in Baton Rouge, Louisian.

The principal of the Bonds, upon maturity or redemption, shall be payable at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana, upon presentation and surrender hereof, and interest on the Bonds shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business

on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Resolution upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond, a Bond of registration, substantially in the form set forth as Exhibit A hereto, executed by the Paying Agent by manual signature.

Section 2.5 Execution of Bonds and Documents. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or faestimile signatures of the Executive Officers of the Governing Authority, and the corporate seal of the Issuer (or a faestimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. If faestimile signatures are used, then such signatures shall have been registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244.

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 Resolution, to execute and deliver a Paying Agent Agreement, an Escrow Agreement and a Bond Purchase Agreement, to cause the necessary Bonds to be printed, to issue, execute and seal the Bonds and to effect delivery thereof as hereinafter provided.

In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such additional documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Resolution, the signatures of said persons on such documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Resolution, the signatures of said persons on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

The distribution of a Preliminary Official Statement and an Official Statement is hereby approved.

Section 2.6 Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of 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 this State."

Section 2.7 <u>Cancellation of Bonds</u> All Bonds 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 Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

Section 2.8 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 exceute, and upon its request the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall exceute, and upon its request the Paying Agent shall register and deliver, in exchange for or in liue 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 been acquired 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 be at alticulated, destroyed, lost or stolen Bond shall be attributed to all the benefits of this Resolution equally and ratably with all other outstanding Bonds. Any additional procedures set forth in the Paying Agent Agreement, authorized in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall pectude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

all other rights and remedies with respect to the replacement and payment of multilated, destroyed, lost or stolen Bonds.

Section 2.9 Book-Entry System of Bonds.

(a) The Issuer has executed and delivered a Blanket Letter of Representations with The Depository Trust Company, New York, New York (the "DTC" or "Securities Depository"), and, in the event the Bonds are issued as Book-Entry Bonds (as hereinafier defined), the terms and provisions of said Letter of Representations shall govern in the event of any inconsistency between the provisions of this Resolution and said Letter of Representations. All Bonds issued hereunder will be issued as a single Bond for each maturity in the name of the Securities Depository, or its nominee, which will act as depository for the Bonds. Bonds issued to the Securities Depository pursuant to the terms hereof shall constitute "Bood-Entry Bonds." During the term of the Bood-Entry Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository or the Bonds except in Participant's an interest in any Book-Entry Bonds (a "Beneficial Owner") shall receive a bond certificate representing an interest in the Book-Entry Bonds except in the event that the Securities Depository or the Bonds except in the event that the Securities Depository or which will be made by the Pavina Acent to the Securities Depository be which will but ment and interest to an an interest in an interest in any the Pavina Acent to the Securities Depository or the Securities Depository or the Bonds except in the great and interest to its book-entry Bonds except in the event that the Securities Depository or the Securities Depository or the Bonds. book-entry system described in this Section. Payment of principal of and interest on Book-Entry Bonds will be made by the Paying Agent to the Securities Depository which will in turn remit such payment of principal and interest to its DTC Participants which will in turn remit such principal and interest to the Beneficial Owners of the Book-Entry Bonds until and unless the Securities Depository or the Issure elects to terminate the book-entry system, whereupon the Issuer shall deliver bond certificates to the Beneficial Owners of the Book-Entry Bonds or their nominees. Bond certificates issued under this Section may not be transferred or exchanged except as provided in this Section.

(b) For so long as the Securities Depository shall continue to serve as securities depository for the Bonds rouse long as me Securities Depository shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond.

) For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient ch Beneficial Owner's allocable share of any tax, fee or other governmental charges that may be imposed eto.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Bond holder for all

(d) includir

In reation increas.

If the Issuer and the Paying Agent will recognize DTC or its nominee as the Bond holder for all purposes, including notices and voting.

(e) Neither the Issuer nor the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

(f) Whenever during the term of the Bonds the beneficial ownership thereof is determined by a bookenty at DTC, the requirements of this Resolution of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

(g) Upon the reduction of the principal amount of any Book-Entry Bonds, in accordance with the Letter of Representations, the Securities Depository for the Paying Agent on behalf of the Securities Depository) may return the Book-Entry Bond to the Paying Agent on behalf of the Securities Depository) may return the Book-Entry Bond to the Paying Agent for exchange for a new Book-Entry Bond, authenticated by the Paying Agent in a proper principal amount. The Securities Depository was a notation on the Book-Entry Bond, stating the amounts or redeemed, or (ii) may return the Book-Entry Bond of the Paying Agent for exchange for a new Book-Entry Bond, authenticated by the Paying Agent and the principal amount of such Book-Entry Bond outstanding, unless the Paying Agent has initialed the notation on the Book-Entry Bond outstanding, unless the Paying Agent bas initialed the notation on the Book-Entry Bond outstanding, unless the Paying Agent bas initialed the notation on the Book-Entry Bonds to the purchasers thereof on the delivery date, such purchasers the bond certificates terpresenting all of those Bonds with the Securities Depository (or the Paying Agent on behalf of the Securities Depository). The Bonds-Entry Bonds to diverved ion.

(i) The Book-Entry Bonds may not be transferred or exchanged except:
(i) to any successor of the Securities Depository (or its nominee) or any substitute depository (the "Substitute Depository") designated pursuant to subparagraph (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

to a Substitute Depository designated by or acceptable to the Commission upo ion by the Securities Depository that file Bonds shall no longer be eligible for depository or (b) determination by the Commission that the Securities Depository is no longer be eligible for depository services or (b) determination by the Commission that the Securities Depository is no longer able to carry out it functions, provided that any such Substitute Depository must be qualified to act as such, as provided it subparagraph (i) above: or

to those persons to whom transfer is requested in written transfer instructions in the event

(A) the Securities Depository shall resign or discontinue its services for the Bonds and, only if the Commission is unable to locate a qualified successor within two (2) months following the resignation or determination of non-leigibility; or (B) upon a determination by the Issuer that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Bond owner other than the Securities Depository (or its nominee), is no longer in the best interest of the Beneficial Owners of the Bonds. If at any time DTC ceases to hold the Bonds, all references herein to DTC or the Securities ory shall be of no further force or effect.

Section 3.1 Optional Redemption. The Bonds may be subject to redemption at the of the Issuer in full or in part, as provided herein and in the Purchase Agreement. The Bonds shall be subject emption at the price of par plus accrued interest, to the redemption date.

ARTICLE 3
REDEMPTION OF BONDS

Section 3.2 Mandatory Redemption. The Bonds are subject to mandatory redemption following completion of the Project to the extent remaining funds in the Project Funds are transferred to the Sinking Fund (hereinafter defined) pursuant to Section 5.1 hereof. The Bond so redeemed shall be called at par on the earliest possible Interest Payment Date following such transfer. The Paying Agent shall select the Bonds as set forth in Section 3.5 herein, give the notice of redemption and pay out of moneys available therefor, the Redemption Price together with accrued interest to the redemption date, in accordance with the terms of this Bond Resolution. The Bonds shall be redeemed in Authorized Denominations. Any remaining funds following such redemption shall remain in the Sinking Fund thereinafted efficiend) and be used to pay debt service on the next Interest Payment Date and shall offset the Issuer's obligations to make transfers to the Sinking Fund pursuant to Section 5.1 hereof.

Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking set forth in the Purchase Agreement and/or the Bonds. The principal amounts of sinking fund lbe reduced as specified by the Issuer or as provided herein, by any principal amounts of the suant to an optional redemption as set forth herein. In the event of a partial redemption of the Bonds redeemed pursuant to an opt Bonds, the amount of future mandatory Sinking Fund Redemptions with respect to the Bonds will be reduced to take into account such partial redemption.

Section 3.4 Redemption of Refunded Bonds. The Escrow Agent is hereby authorized to take all actions necessary to effect the redemption of the Refunded Bonds in accordance with the Escrow Agreement.

section 3.5 Redemption Provisions. In the event a Bond to be redeemed is of a denomination larger than \$5.000, a portion of such Bond \$5.000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part may be surrendered at the corporate trust office of the Paying Agent in Baton Rouge. Louisians and there shall be delivered to the owner of such Bond a new Bond of Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond os surrendered.

In the case of any redemption of Bonds other than by mandatory sinking fund redemption pursuant to Section 3.3 hereof, the Issuer shall give written notice to the Paying Agent of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Bonds or portions of Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date. In the event notice of redemption shall have been given as provided below, the Issuer shall, on or before the redemption date, deposit moneys available therefor with the Paying Agent in an amount which, in addition to other amounts, if any, available therefor held by the Paying Agent will be sufficient to redeem on the redemption date, at the redemption price thereof together with accrued interest to the redemption date, all of the Bonds to be redeemed.

If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, will be redeemed by lot or in such other manner as shall be deemed fair and equitable by the Paying Agent for random selection. Notice of any such redemption shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Paying Agent. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. All notices of redemption shall state (i) the redemption date; (ii) the redemption on the registration books maintained by the redemption of the Bonds are to be redeemed, the identifying number (and in the case of partial redemption, the respective principal amounts to be redeemed) and CUSIP number of the Bonds to be redeemed; (iv) that on the redemption date the redemption and under said date; and (v) the place where such Bonds are to be surrendered for payment. Any notice mailed as provided in this Section shall be conclusively pressumed to have been duly given, whether or not the Owner of such Bonds receives the notice.

On or before any redemption date the Paying Agent shall segregate and hold in trust funds furnished by the

Upon surrender of any Bond for redemption in part only, the Paying Agent shall register and deliver to the

Upon surrender of any Bond for redemption in part only, the Paying Agent shall register and deliver to the Owner thereof a new Bond or Bonds of authorized denominations of maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Notice having been given in the manner provided above, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption dates so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds or portions thereof shall be paid at the redemption price plus interest accrued and unpaid to the redemption date. If, on the redemption date, bendeys for the redemption of all of the Bonds to be redeemed, together with interest to the redemption date, shall be held by the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available toon the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE 4

had they not been called for redemption.

ARTICLE 4

APPLICATION OF BOND PROCEEDS

Section 4.1 Application of Proceeds, All of the proceeds derived from the sale of the Bonds, shall be deposited into a Bond Proceeds Fund (the "Bond Proceeds Fund"), which is hereby created and shall be held by the Paying Agent. The Bond Proceeds Fund shall be used to immediately: (i) transfer to the Escrow Fund established pursuant to the Escrow Agreement, along with transfers from the Refunded Bonds an amount sufficient to refund the Refunded Bonds; (ii) pay the Costs of Issuance as set forth in the Paying Agent Agreement; and (iii) transfer the balance to the Project Fund (hereinafter defined) to be applied in accordance with Section 5.2 hereof.

ARTICLE 5

Section 5.1 Flow of Funds. All Revenues cannot or derived from the operation of the System shall

PAYMENT OF BONDS; FLOW OF FUNDS

Section 5.1 Flow of Funds. All Revenues earned or derived from the operation of the System shall continue to be deposited daily as the same may be collected in a separately identifiable fund or account heretofore established by the Parity Bond Resolutions and by this Resolution, and maintained with the regularly designated fiscal agent bank of the Issuer, designated as the "Revenue Fund," and the Revenue Fund shall be maintained, administered and expended in the following order of priority and for the following express purposes:

(a) Operation and Maintenance Fund. There shall continue to be deposited in an Operation and Maintenance fund and Maintenance Fund?, maintained by the Issuer with its regularly designated fiscal agent bank amounts sufficient to pay from month to month, as the same become due and payable, Operation and Maintenance Expenses. Current Operation and Maintenance Expenses will not exceed the reasonable and necessary amount thereof.

payable, Operation and Maintenance Expenses. Current Operation and Maintenance Expenses will not exceed the reasonable and necessary amount thereof.

(b) Sinking Fund\* The maintenance of a separately identifiable fund or account designated as the "Sinking Fund\* previously established by virtue of the Parity Bond Resolutions, sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds and the Parity Obligations, as they severally become due and payable, by transferring from funds in the Revenue Fund, after making the payments required by (a) above, to the Sinking Fund monthly on or before the twentient (20th) day of each month of each year, a sum equal to one-sixth (1/6) of the interest falling due on the Bonds and the Parity Obligations on the next Interest Payment Date and a sum equal to one-twelfth (1/12) of the principal falling due on the Bonds and the Parity Obligations on any Principal Payment Date that occurs within the next ensuing twelve (12) months, together with such additional proportionate monthly sum as may be required by said principal and interest as the same become due. The Issuer is also obligated by the Series 2020 Bond Resolution and the LDH Bond Resolution to make certain payments attributable to administrative fees into the Sinking Fund. The Issuer shall transfer from the Sinking Fund to the paying agent bank or banks for the Bonds and the Parity Obligations payable from the Sinking Fund to the paying agent bank or banks for the Bonds and the Parity Obligations payable from the Sinking Fund to the paying agent bank or banks for the Bonds and the Parity Obligations payable from the Sinking Fund to the paying agent bank or banks for the Bonds and the Parity Obligations payable from the Sinking Fund to the paying agent bank or banks for the Bonds and the Parity Obligations payable from the Sinking Fund or exceeding the payment of the Paying Agent, five (5) Business Days in advance of the Interest Payment Date, funds sufficient to pay promptly the principal an

principal of or interest on the Bonds or the Parity Obligations which become outstanding and payable from the Sinking Pund as to which there would otherwise be default, then the moneys os used shall be replaced from the Net Revenues first thereafter received, not required to be used for payments required to be made by the foregoing paragraphs (a) and (b) and this paragraph (c) of this Section 3.1; it being the intention hereof that there shall be as nearly as possible at all times in the Reserve Fund an amount of money equal to the

the toregoing languagins (s) and (s) and one palagraph (c) of this section 3.1, it being the intention necessite that there shall be as nearly as possible at all times in the Reserve Fund an amount of money equal to the Reserve Fund Requirement.

(d) Renewal and Replacement Fund. The maintenance of a separately identifiable fund or considerable and the special properties of the Series 2020 abound Resolution and the LDH Bond Resolution to pay for extensions, additions, improvements, renewals and replacements necessary to properly operate the System, by transferring from funds in the Revenue Fund after making the payments required by (a), (b) and (c) above to the Renewal and Replacement Fund monthly on or before the twentieth (20th) day of each month of each year, a sum equal to five percent (5%) of the gross Revenues of the System for the preceding month, provided that such sum is available after provision is made for the payments required under paragraphs (a), (b) and (c) above and under the Series 2020 Borne Resolution, and the LDH Bond Resolution. Such payments into the Renewal and Replacement Fund shall continue until such time as there has been accumulated in the Renewal and Replacement Fund the sum of Five Hundred Thousand Dollars (\$500,000) (the "Renewal" and Replacement Fund the sum of payments may cease and need be resumed thereafter only if the total amount of money on deposit in said fund is reduced below the Renewal and Replacement Fund Requirement is again accumulated. In addition to paying for extensions, additions, improvements, renewals and replacements necessary to properly operate the System, the money in the Renewal and Replacement Fund may also be

used to pay the principal of and the interest on the Bonds, including any Parity Obligations, for the payment of which there is not sufficient money in the Sinking Fund and Reserve Fund described in paragraphs (b) and (c) above, but the money in the Renewal and Replacement Fund shall never be used for the making of improvements and extensions to the System or for payment of principal or interests on Bonds if the use of the money will leave in the Renewal and Replacement Fund for the making of emergency repairs or replacements less than the sum of ten percent (10%) of the Renewal and Replacement Fund For dequirement.

(e) Any money remaining in the Revenue Fund after making the above-required payments may be used by the Issuer for the purpose of calling and/or purchasing and paying any bonds payable from the Net Revenues of the System, or for such other lawful corporate purposes as the Governing Authority may determine, whether such purposes are or are not in relation to the System.

determine, whether such purposes are or are not in relation to the System.

Section 5.2

Project Fund. There is hereby established a Project Fund (the "Project Fund") to be held and maintained by the Paying Agent.

In accordance with the Paying Agent Agreement, a portion of the proceeds derived from the sale of the Bond shall be deposited in the Project Fund and used solely for financing the balance of the cost of the Project (that which is not funded with the proceeds of the LDH Bonds). Pending such application, moneys in the Project Fund shall be held in trust by the Paying Agent and subject to a lien and change in favor of the Owners for the further security of such Owners until paid out or transferred as herein provided. The Executive Officers are further authorized to execute such other documents as may be required to setablish such Project Fund.

Moneys in the Project Fund shall be applied to the payment of costs of the Project, except to the extend required to be transferred to a Bethate Fund (to be established as needed) in accordance with the Tax Certificate. Moneys deposited in the Project Fund shall be paid out within three (3) Business Days, by the Paying Agent in order to pay, or to reimburse, the Issuer for payments made for the costs of the Project (including any expense of planning, financing or other services constituting a cost of the Project, in each case only upon receipt by the Paying Agent of the written request of the Issuer signed by an Executive Officer in substantially the form attached to the Paying Agent Agreement. Upon written certification of an Executive Officer in substantially the form attached to the Case of the Project and in connection with the issuance, sale and delivery of the Bonds have been paid, any balance reading to a shall be transferred, without further authorization, to the Sinking Fund and used to redeem Bonds in Authorized Denominations pursuant to Section 3.2 hereof. Any remaining funds following such redemption shall be used to pay debt service on the next Inter

Section 5.3 Replenishment of Funds. If at any time it shall be necessary to use moneys in the Reserve Fund, if any, or the Renewal and Replacement Fund for the purpose of paying principal of or interest on Bonds payable from the Sinking Fund as to which there would otherwise be default, then the moneys so used shall be replaced from the Revenues first thereafter received. If at any time there are sufficient moneys on deposit in the Sinking Fund, Reserve Fund and Renewal and Replacement Fund to retire all outstanding Bonds and Parity Obligations payable from the Sinking Fund by defeasance, by exercising the prepayment or redemption options provided by such Bonds and Parity Obligations or by purchase on the open market, the Issuer may utilize such funds for such purpose.

Section 5.4 <u>Notification of Deficiencies.</u> As required by R.S. 39:1410.62 the Issuer will notify the State Bond Commission, in writing, whenever (i) transfers to any fund required to be established by this Resolution or any resolution authorizing the issuance of indebtedness of the Issuer have not been made timely, or (ii) principal, interest, premiums, or other payments due on the Bonds or any other outstanding indebtedness of the Issuer have not been made timely.

Section 5.5 Investment of Funds. All or any part of the moneys in the foregoing described funds and accounts may be invested in Government Securities, at the direct of the Issuer, the principal and interest on which are payable not later than the dates on which it is estimated that such moneys will be required hereunder; provided that moneys in the Reserve Fund may be invested in Government Securities maturing in five (5) years or less from the date of investment. All income derived from such investments shall be added to the money in said respective funds

or to the Revenue Fund and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are herein created.

Government Securities acquired as an investment of moneys in any fund or account created hereunder shall be credited to such fund or account for the purpose of determining the amount in any fund or account at any time in accordance with this provision. All Government Securities credited to such funds or accounts shall be valued at the lesser of amortized cost (exclusive of accrued interest) or fair market value.

Section 5.6 Deposit of Funds and Security Therefor. All of the income and revenues to be earned from the operation of the System shall be deposited daily as provided in Section 5.1 hereof in the Revenue Fund, which fund shall be maintained separate and apart from all other funds of the Issuer. The Sinking Fund, the Reserve Fund and the Renewal and Replacement Fund shall be held by the deopsiorty banks as special trust funds for the purposes provided in this Resolution, and all other funds shall be held by the designated banks as special deposits for the purposes provided in this Resolution, and subject to such reasonable instructions as the Governing Authority may give in writing to the banks holding such funds. The Owners of the Bonds are hereby granted a lien on all funds established pursuant to the requirements of this Resolution until applied in the manner herein provided. The moneys on deposit in all off the funds herein required shall at all times be secured to the full extent thereof by the banks or trust companies holding such funds by direct obligations of the United States of America or the State of Louisiana having a market value not less than the amount of moneys then on deposit in said funds.

ARTICLE 6
ISSUANCE OF PARITY OBLIGATIONS ISSUANCE OF PARITY OBLIGATIONS Section 6.1 <u>Issuance of Parity Obligations: Parity Requirements.</u> The Issuer hereby covenants that it as no other Bonds or obligations of any kind or nature payable from or enjoying a lien on any part of the shaving priority over or parity with the Bonds herein authorized, except that Parity Obligations may be issued if the following conditions are met:

venues having priority over or reafter if the following condit

If the following conditions are met:

(a) Refunding or Refinancing. The Bonds or any part thereof may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which are not refunded, if there be any; provided, however, if the portion of the bonds so refunded and the refunding bonds require total principal and interest payments during any Fiscal Vear in excess of the principal and interest which would have been required in such Fiscal Vear to pay the portion of the Bonds refunded thereby, then such portion of the Bonds may not be refunded without the consent of the Owner of the unrefunded portion of the Bonds provided such consent shall not be required if such refunding bonds meet the requirements set forth in paragraph 6.1(b).

(b) Painty Obligations, Additional Point Obligations, Additional Point Obligations. Parity Obligations. Additional Parity Obligations may be issued on a parity with the Bonds (b) Parity Obligations. Administration of the following conditions are met:

(i) The average Net Revenues for the two (2) completed Fiscal Years immediately receding the issuance of the additional obligations must have been not less than one hundred.

preceding the issuance of the additional obligations must have been not less than one hundred twenty-five percent (125%) or 1.25 times the highest combined scheduled debt service requirements for any succeeding Bond Year on all Bonds, the Parity Obligations theretofore issued and then outstanding and any other bonds or obligations whatsoever then outstanding which are payable from the Net Revenues (but not including obligations which have been refunded or provisions otherwise made for their full and complete payment and prepayment), and the Parity Obligations so proposed to be issued. In making the calculation required by this subparagraph (b(f)), if the Issuer has adopted higher rates for water services on or before the date of issuance of the additional Parity Obligations, the calculation of average annual Net Revenues for the previous two (2) completed Fiscal Years may be made assuming such rates had been in effect during such period;

(ii) The payments required to be made into the various funds provided in Section 5.1 hereof must be current;

hereof must be current;

(iii) The payments required to be made must be removed in the current;

(iii) The existence of the facts required by paragraphs (i) and (ii) above must be determined and certified to by an independent firm of certified public accountants who has previously audited the books of the Issuer or by such successors as may be employed for that purpose. In making such determination in the event of an adjustment of Net Revenues due to a rate increase, there may be a reliance upon the calculation of the adjustment of Net Revenues as a result of increased rates as prepared by a recognized engineer or firm of engineers employed for such returnose. (iv) The parity obligations must be payable as to principal on April 1 of each year in which the principal falls due and payable as to interest on April 1 and October 1 of each year.

The proceeds of the Parity Obligations must be used solely for the making of ents, extensions, renewals, replacements or repairs to the System or to refund obligations (v) The processes of the Parity Obtigations must be used solvely of the flashing of improvements, extensions, renewals, replacements or repairs to the System or to refund obligations issued for such purpose.

(c) The requirements of Section 6.1(a) hereof will have been met prior to the Delivery Date of the Bonds or the certification by an independent firm of certified public accountants and by the Issuer, as required by Section 6.1(b) hereof, will be made prior to the delivery of the Bonds, unless waived by the owners of the Parity Obligations.

ARTICLE 7

RATES AND CHARGES; RATE COVENANT; COVENANTS AS TO THE OPERATION OF THE

SYSTEM Operation of the System. The Issuer will maintain the System in good repair and operating

Section 7.2 Water Charges and Connections. The Issuer, acting in the exercise of its police powers, shall take all action necessary to require every owner, tenant or occupant of each lot or parcel of land within the geographical boundaries of the Issuer which abuts upon a street or other public way containing a water line and upon which lots or parcels of a building shall have been constructed for residential, commercial or industrial use, to connect said building with the System and to cease to use any other method for the supply of water which can be handled by the System. All such connections shall be made in accordance with the rules and regulations to be adopted from time to time by the Issuer, which rules and regulations may provide for an inspection charge to assure the proper making of such connection.

to thin or your assets, mean that of supply or cause to be furnished or supplied any use, capacity or service of the System free of charge to any person, firm, corporation (public or private), public agency or instrumentality. In addition to all other rights and remedies available to be used for the enforcement of water charges and for the compelling of the making of water connections as a foresaid, the Issuer covenants that it shall exercise and enforce promptly and efficiently all rights given it under the laws of the State for the enforcement and collection of such

surges.

Section 7.3 Rate Covenant. The Issuer will enact, maintain and enforce an ordinance or resolution sposing User Fees and will enact, maintain and enforce a water use ordinance or resolution or similar proceeding at satisfies the requirements of all applicable regulations.

The Issuer, through its Governing Authority, hereby covenants to fix, establish, maintain, levy and collect ser Fees, so long as any principal and interest is unpaid on the Bonds and any Parity Obligations, and to revise the me from time to time whenever necessary as will always (i) provide Revenues in each Fiscal Year (ii) amount and Maintenance Expenses in each Fiscal Year (ii) provide Net Revenues in each Fiscal Year in an amount just to at least one hundred tventy-five percent (125%) of the required deposits to the Sinking Pund established in e Parity Bond Resolutions, this Resolution and any resolution relating to additional Parity Obligations; and only resolution relating to additional Parity Obligations; and any resolution relating to additional Parity Obligations; and any resolution relating to additional Parity Obligations; and only resolution relating to additional Parity Obligations; and only resolution relating to additional Parity Obligations; and only resolution relating to additional Parity Obligations; and the venue of the relations of the venue of the relations of the venue of the relations of the relations of the venue of the relations of the venue of the relations o Revenues for such Fiscal Year. Such rates, fees, rents or other charminsufficient to provide adequate Revenues for the foregoing purposes

Section 7.4 <u>Annual Review of User Fees</u>. At least annually the Issuer shall review the adequacy of its User Fees to satisfy the requirements of Section 7.3 for the next succeeding Fiscal Year.

Enforcement of User Fees. Except as provided herein, nothing in this Re-Ennouement of User Fees. Except as provided herein, nothing in this Resolution or in Bonds shall be construed to prevent the Issuer from altering, amending or repealing from time to time as nu necessary any ordinance or resolution setting up and establishing a schedule or schedules of User Fees, said alterat amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respet Revenues of the System, not alone for the payment of the principal of and interest on the Bonds, but to assurance and insure that the Revenues, together with such other lawfully available funds as are used by the Issue such purposes, shall be sufficient at all times to meet and fulfill the other provisions stated and specified in Se 5.1 of this Resolution.

The Issuer agrees that all charges owed by any individual, partnership or corporation for water services rendered by the System shall be billed as a separate item and collected and accounted for separately from any other utility services or charges provided by the Issuer. Failure of any individual, partnership or corporation to pay said.

determined by the Governing Authority.

It is further understood and agreed that the schedule of User Fees being charged as of the date of the adoption of this Resolution for services and facilities rendered by the System, except as shall be increased by the Issuer from time to time, shall remain in effect and neither said existing schedule nor any subsequent schedule shall be rendered at any time unless all payments required for all funds by this Resolution, including any deficiencies for prior payments, have been fully made, and, unless such schedule as so reduced will, in each year thereafter, produce sufficient Revenues to meet and fulfill the other provisions stated and specified in Section 5.1 hereof.

further agrees that if such delinquent charge, with interest and penalties accrued thereon, is not paid within twenty (20) days from the date on which it became delinquent, the Issuer will discontinue water services to the affected premises. The Issuer further agrees that the Issuer and the Governing Authority and its officials, agents and employees will do all things necessary and will take advantage of all remedies afforded by law to collect and enforce the prompt

will do all things necessary and will take advantage of all remedies afforded by law to collect and enforce the prompt payment of all charges rands of services shadlered by the System. All delinquent charges for such services shall, on the date of delinquency, have added thereto a penalty in such amount as may be determined by the Governing Authority, and the amount so the, including any penalty charge, may, in the discretion of the Governing Authority, after thirty (30) days from the date of delinquency, bear interest at the rate of at least six percent (6%) per annum. If services shall be discontinued as above provided, the customer shall, in addition to paying the delinquent charges, penalties and interest, if any, pay as a condition precedent to the resumption of service, a reconnection charge as determined by the Governing Authority.

It is further understood and agreed that the schedule of User Fees being charged as of the date of the adoption

whether or not the Owner of such Bonds receives the notice.

On or before any redemption date the Paying Agent shall segregate and hold in trust funds furnished by the Issuer for the payment of the Bonds or portions thereof called, together with accrued interest thereon and premium, if any, to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on such Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. If said moneys shall not be so available on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. No payment shall be made by the Paying Agent upon any Bond

Section 7.6 Right to Pledge Revenues; Rank of Lien. In providing for the issuance of the Bonds herein authorized, the Issuer does hereby covenant and warrant that it is lawfully seized and possessed of the System, that it

charges within thirty (30) days of the date on which it is due shall cause such charge to become delinquent; the Issuer

has a legal right to pledge the Revenues therefrom as herein provided, that the Bonds will have a lien and privilege on said Revenues subject only to the prior payment from such Revenues or from other lawfully available sources of all reasonable and necessary costs and expenses of operation and maintenance of the System and payments due on Parily

Section 7.7 <u>Budget; Audit</u>. As long as any of the Bonds 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 within thirty (30) days after its adoption to the Owners of any of the Bonds who request the same. Not later than nine (9) months after the close of each Fiscal Year, unless such date is extended pursuant to the laws of the State of Louissians or by virtue of an Executive Order of the Governor of the State of Louissian in the event of a natural disaster or similar event, the Issuer shall cause an audit of its books and accounts by an independent firm of certified public accountants showing the receipts and disbusements made by the Issuer druring the previous Fiscal Year. Such audit shall be available for inspection by the Owner of any of the Bonds. The Issuer further agrees that the Paying Agent and the Owner or Owners of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

Section 7.8 Rights of Bondholders; Appointment of Receiver in Event of Default. The Owners of the Bonds from time to time shall be entitled to exercise all rights and powers for which provision is made in the laws of the State. Any Owners of the Bonds or any trustee acting for such Owners in the manner hereinafter provided, may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compet the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any agency, board or officer thereof, including the fixing, charging and collecting of rentals, fees or other charges for the use of the System, and in general to take any action necessary to most effectively protect be rights of the said Owners.

In the event that default shall be made in the payment of the interest on or the principal of any of the Bonds as the same shall become due, or in the making of the payments into the Sinking Fund or Reserve Fund or any other payments required to be made by this Resolution, or in the event that the Issuer or any agency, board, officer, again or employee thereof shall fail or refuse to comply with the provisions of this Resolution or shall default in any covenant made herein, and in the further event that any such default shall continue for a period of thirty (30) days after written notice, any Owner of such bonds or any trustee appointed to represent such Owners as hereinafter provided, shall be entitled as of right to the appointment of a receiver of the System, and each and every part thereof, and shall hold, operate and maintain, manage and control the System, and each and every part thereof, and in the name of the Issuer shall collect and receive all rates, the Issuer with respect to the System as the Issuer itself might do. Such receiver shall collect and receive all

the System, and each and every part thereof, and in the name of the Issuer shall exercise all the rights and powers of the Issuer with respect to the System as the Issuer itself might do. Such receiver shall collect and receive all rates, fees, rentals and other revenues, maintain and operate the System in the manner provided in this Resolution and comply under the jurisdiction of the court appointing such receiver, with all of the provisions of this Resolution for reserve, sinking or other funds, and upon any other obligations and interest thereon, a working a charge, lieu or encumbrance upon the fees, rentals or other revenues of the Systems, shall have been paid and made good, and sall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, and working or a present paid and made good, and subsequent default.

Such receiver shall in the performance of the powers hereinabove conferred upon him be under the direction and supervision of the court making such appointment, shall all and the same right to secure the further appointment of the processor receiver appointed in the dissection of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and

herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any property of any kind or character belonging or pertaining to the System but the authority of such receiver shall be limited to the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Owners and the curing and making good of any default under the provisions of this Resolution, and the title to and the ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any property of the System except with the consent of the Issuer and in such manner as the court shall direct.

shall direct.

The Owner or Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of Bonds issued under this Resolution then outstanding may, by a duly executed certificate, appoint a trustee for the Owners with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by such Owners, or by their duly authorized attorneys or representatives, and shall be filed in the office of the Issuer.

representatives, and snain to fined in the office of the issuer.

UNTIL AN EVENT OF DEFAULT SHALL HAVE OCCURRED, THE ISSUER SHALL RETAIN FULL POSSESSION AND CONTROL OF THE SYSTEM WITH FULL RIGHT TO MANAGE, OPERATE AND USE THE SAME AND EVERY PART THEREOF WITH THE RIGHTS APPEETAINING THERETO, AND TO COLLECT AND RECEIVE, AND, SUBJECT TO THE PROVISIONS OF THIS RESOLUTION, TO TAKE, USE AND ENDY AND DISTRIBUTE THE EARNINGS, INCOME, RENT, ISSUE AND PROFITS ACCRUING ON OR DERIVABLE FROM THE SYSTEM.

ection 7.9 <u>Limitations on Sale, Lease or Other Disposition of Property.</u> So long as any of the Bonds ding and unpaid in principal or interest, the Issuer shall be bound and obligated not to sell, lease, encumber are outstanding and unpaid in principal or interest, the Issuer shall be bound and obligated not to sell, Jease, encumber or in any manner dispose of the System or any substantial part theroof, provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in its judgment has become wom out, unserviceable, obsolete, unsuitable or unnecessary in the operation of the System, when other property of equal utility is substituted therefor or the sale price thereof is deposited in the Renewal and Replacement Fund. The Issuer will maintain title to or the possession of the System. All movable property necessary for the operation of the System will remain free of all lines except liens necessary to scerure the purchase of said movable equipment provided that the cumulative amount of said liens does not at any time exceed \$25,000.

Section 7.10 <u>Competitive Franchises.</u> So long as the Bonds are Outstanding, the Issuer obligates itself not to grant a franchise to any utility for operation within the boundaries of the Issuer which would render services or facilities in competition with the System, and also obligates itself to oppose the granting of any such franchise by any other public body having jurisdiction over such matters. Further, the Issuer shall maintain its identity and existence as a political subdivision so long as any of the Bonds remain outstanding. Section 7.11 <u>Insurance; Fidelity Bonds.</u> So long as the Bonds are outstanding, the Issuer will maintain to be maintained in force insurance policies and fidelity bonds as are customary for a governmental operator

Section 7.12 Retention of Consulting Engineer in Case of Certain Defaults. The Issuer covenants and agrees that, in the event it should fail to derive sufficient income from the operation of the System to make the required monthly payments into the funds established by Section 5.1 hereby, it will retain a Consulting Engineer on a continuous basis until all defaults are cured, for the purpose of providing for the Issuer continuous engineering counsel in the operation of its System. Such Consulting Engineer shall be retained under contract at such reasonable compensation as may be fixed by the Governing Authority, and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the System. Any Consulting Engineer appointed under the provisions of this Section may be replaced at any time by another Consulting Engineer appointed or retained by the Issuer, with the consent and approval of the Owners of a majority of the outstanding principal amount of the Bonds herein authorized.

provisions of this Section may be replaced at any time by another Consulting Engineer appointed or retained by the Issuer, with the consent and approval of the Owners of a majority of the outstanding principal amount of the Boosh herein authorized.

The Consulting Engineer shall prepare, within ninety (90) days after the close of each Fiscal Year, a comprehensive operating report, which report shall contain therein or be accompanied by a certified copy of an audit of the preceding Fiscal Year prepared by the Issuer's ecrificid public accountants, and in addition thereto, shall report upon the operations of the System during the preceding Fiscal Year, the maintenance of the properties, the efficiency of the management of the System, the proper and adequate keeping of books of record and account, the adherence to budget and budgetary control provisions, the adherence to the provisions of this Resolution and all other things having a bearing upon the efficient and profitable operation of the System, and shall include whatever criticism of any phases of the operation of the System the Consulting Engineer may deem proper. Copies of such report shall be placed on file with the Issuer and sent to the Consulting Engineer may deem proper. Copies of such report shall be placed on file with the Issuer and sent to the Consulting Engineer to pass on the economic soundness or feasibility of any extensions, betterments, improvements, expenditures or purchases of equipment and materials or supplies that will involve the expenditure of more than One Thousand Dollars (\$1,000,00), whether in one or more than one order, and whether authorized by a budget or not, from funds on deposit in the Renewal and Replacement Fund.

Not less than sixty ago the economic soundness for water services supplied by the System, taking into account may other lawfully available from the Audition of the System and shall submit recommendations as to the schedule of rates and charges for water services supplied by the System, taking into account my other

Owners of the Bonds. Owners of the Bonds.

In the event the Governing Authority shall fail to select and retain a Consulting Engineer in accordance with
the first paragraph of this Section within thirty (30) days after the occurrence of the conditions prescribed thereby,
then, upon the petition of the Owners of twenty-five percent (25%) of the aggregate principal amount of the Bonds
then outstanding, the Governing Authority shall select and retain such Consulting Engineer as is named in the petition
of the Consulting Engineer as in amed in the petition

ARTICLE 8
CONTINUING DISCLOSURE AND TAX MATTERS

Section 8.1 Disclosure Under SEC Rule | 15c2-12. The Issuer will 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). The Executive Officers are hereby authorized to execute and deliver an appropriate continuing disclosure certificate nursuant thereto.

Section 8.2 General Tax Covenants. The Issuer covenants and agrees that it will not take any action, a lit 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 any Bonds issued on a tax-exempt basis (the "Tax Exempt 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 Tax Exempt Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on the Tax Exempt Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on the Tax Exempt Bonds in gross income under the Code, including, without limitation, i) the failure to comply with the limitation on investment of Tax Exempt Bond proceeds (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America; or (iii) the use of the proceeds of the Tax Exempt Bonds in a manner which would cause the Tax Exempt Bonds to be "private activity bonds". Tax Exempt Bonds are "Qualified Tax-Exempt Obligations". The Tax Exempt Bonds are ax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this

designated as "qualified tax-exempt obligations" within the meaning of Section 265(DR3) of the Code. In this man designation, the Issuer finds and determines that:

(a)
(b) the Tax Exempt Bonds are not "private activity bonds" within the meaning of the Code; and the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2023 does not exceed \$10,000,000.

ARTICLE 9

SET IN ARTICLE 9

SUPPLEMENTAL BOND RESOLUTIONS

Section 9.1 Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution or resolution supplemental hereto may be adopted, which, upon the filing with the Registrar and any rating agency which is then rating the Bonds, of a notice thereof at least fifteen (15) days prior to the adoption thereof, and thereafter with a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms:

sent of towners, small be fully effective in accordance with its fermis. In this Resolution other covenants and agreements of the Issuer in this Resolution other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Resolution as theretofore in

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of this Resolution; or

Section 9.2 <u>Supplemental Resolutions Effective With Consent of Owners.</u> Except as provided in Section 9.1, any modification or amendment of the Resolution or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Outstanding principal amount of the Bonds at the time such consent is given. The Issuer shall give a notice thereof to the Registrar and any rating agency which is then rating the Bonds, at least fifteen (15) days prior to the adoption thereof, and thereafter shall furnish to said persons a certified copy thereof. No such modification or amendment shall permit a change in the terms of prepayment or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the prepayment price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the prepayment or when the propayment or amendment. percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy and collect User Fees as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Registrar without its written assent thereto.

without its written assent thereto.

ARTICLE 10

REMEDIES ON DEFAULT

Section 10.1 Events of Default. If one or more of the following events (in this Resolution called "Events of Default") shall happen, that is to say, (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or (c) if default shall be made by the Issuer in the performance or observance

of any other of the covenants, agreements or conditions on its part in the Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the Issuer by the Owners of not less than twenty-five percent (25%) of the Outstanding principal amount of the Bonds; or if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

ARTICLE 11

Section 11.1 Paving Agent; Appointment and Acceptance of Duties.

(a) The Issuer may appoint a Paying Agent for the Bonds issued pursuant to this Resolution or any supplemental resolution. The Issuer hereby designates Hancock Whitney Bank, Baton Rouge, Louisiana, as the Paying Agent for the Bonds.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution or any supplemental resolution by executing and delivering to the Issuer a written acceptance thereof.

(c) The principal offices of the Paying Agent for a particular series of Bonds are designated as the respective offices or agencies of the Issuer for the payment of the interest on and principal or Redemption Price of such Bonds.

(d) The Executive Officers of the Issuer are hereby evenwered to acceptance of Redemption Price of such Bonds.

(d) The Executive Officers of the Issuer are hereby empowered to execute on behalf of the Issuer appropriate contracts with the Paying Agent as may be appointed from time to time by the Governing Authority.

Section 11.2 Responsibilities of Fiduciaries. The recitals of fact in this Resolution and in the Bonds contained shall be taken as the statements of the Issuer and no fiduciary assumes any responsibility for the correctness of the same. No fiduciary makes any representations as to the validity or sufficiency of this Resolution or of any Bonds or in respect of the security afforded by this Resolution, and no fiduciary shall incur any liability in respect thereof. No fiduciary shall be under any responsibility or duty with respect to the issuence of the Bonds or the application of the process thereof or the application of any moneys paid to the Issuer or for any losses incurred upon the sale or redemption of any securities purchased for or held in any fund or account under this Resolution. No fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other fiduciary. No fiduciary shall be liable in connection with the performance of its duties under this Resolution except for its own misconduct, negligence or default.

Section 11.3 Evidence on Which Fiduciaries May Act.

(a) Each fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each fiduciary may consult with counsel, who may or may no be counsel to the Issuer, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by such fiduciary made rethis Resolution in good faith and in accordance therewith.

(b) Whenever any fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Resolution, such matter (unless other evidence for the retrificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof; but in its discretion the fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

(c) Except as otherwise expressly provided in this Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Issuer to any fiduciary shall be sufficiently executed if executed in the name of the Issuer by an Executive Officer.

Section 11.4 <u>Certain Permitted Acts.</u> Any fiduciary may become the Owner of any Bonds or any of obligations of the Issuer with the same rights it would have if it were not a fiduciary. To the extent permitted by la any fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in a other capacity with respect to, any committee formed to protect the rights of the Owner or Owners of the Bonds or any other obligations of the Issuer or this Resolution. ARTICLE 12

MUNICIPAL BOND INSURANCE POLICY

Section 12.1 Municipal Bond Insurance Policy. If a Municipal Bond Insurance Policy is elected, the Executive Officers are hereby authorized to execute an insurance agreement setting forth the terms and conditions

thereof.

ARTICLE 13

MISCELLANEOUS

Section 13.1 Defeasance. If the Issuer shall pay or cause to be paid to the Owners of all Bonds the then Outstanding principal and interest and prepayment premium, if any, to become due thereon, at the times and in the manner stipulated therein and in the Resolution, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Registrar 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 Registrar shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursant to the Resolution which are not required for the payment or prepayment of Bonds not theretofore surrendered for such payment or prepayment.

resolution which are not required for the payment or prepayment of books not increasioner surremered for such payment or prepayment.

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 have been defeased using Defeasance Obligations pursuant to and as defined by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

Section 13.2 <u>Official Statement</u>. The preparation and distribution of the Preliminary Official Statement and the Official Statement of the Issuer relating to the Bonds containing security features, other pertinent information as deemed necessary, advisable or desirable and detailed and comprehensive financial and statistical data, is hereby ratified and approved. The costs of the preparation, printing, and distribution of the Preliminary Official Statement and the Official Statements that point of the Preliminary Official Statement and the Official Statements and the Official Statem

Section 13.3 <u>Parties Interested Herein.</u> Nothing in the Resolution expressed or implied is intended of be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Registrar and the ters of the Bonds any right, remedy or claim under or by reason of the Resolution or any covenant, condition of the Resolution or any covenant. The Land Control of the Control of the Control of the Control of the Resolution or any covenant, condition or stipulation thereof; and all the covenants, sipulations, promises and agreements in the Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar and the Owners of the Bonds

Section 13.4 No Recourse on the Bonds. No recourse shall be had for the payment of the principal of retor on the Bonds or for any claim based thereon or on this Resolution against any member of the Governing city or officer of the Issuer or any person executing the Bonds.

Section 13.5 <u>Successors and Assigns.</u> Whenever in this Resolution the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Resolution contained by or on behalf of the Issuer shall bind and enure to the benefit of its successors and assigns whether so expressed or not

Section 13.6 <u>Severability</u>. In case any one or more of the provisions of the Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Resolution or of the Bonds, but the Resolution 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 after the date of the Resolution which validates or makes legal any provision of the Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Resolution and to the Bonds. Section 13.7 <u>Execution of Documents</u>. The Executive Officers are hereby authorized to negotiate, execute and deliver any and all documents necessary to the issuance, sale and delivery of the Bonds within the parameters set forth herein, including, but not limited to, the Paying Agent Agreement, the Bond Purchase Agreement

Section 13.8 <u>Publication of Resolution: Peremption</u>. This Resolution shall be published one time in the official journal of the Issuer, or if there is none, in a newspaper having general circulation in the Issuer. As provided in Article VI, Section 35(8) of the Louisiana Constitution of 1974, as amended, for thirty (30) days after the date of

publication any person in interest may contest the legality of this Resolution and of any provision herein made for the security and payment of the Bonds. After that time, no one shall have any cause of action to test the regularity, formality, legality, or effectiveness of this Resolution, and the provisions hereof for any cause whatever. Thereafter,

Section 13.9 Effective Date. This Resolution shall become effective immediately

THE FOREGOING RESOLUTION having been submitted to a vote, the vote thereon was as follows: YEAS: Jimmie McCoy, Shevis Ball, Stanley Spillman, David Strickland, Scotty Martone, Steven McDanie

NAYS: None ABSENT: John Easterly

Jimmie McCoy, Vice President

EXHIBIT A

FORM OF BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New
York corporation ("DTC") to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond
issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative
of DTC (and my payment is made to Cede & Co. or to such other entity as is requested by an authorized representative
of DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO
ANY PERSON IS WRONGFUL insamuch as the registered owner hereof, Cede & Co. has an interest herein.

As provided in the Bond Resolution referred to herein, until the termination of the system of book-entry-only
transfers through DTC (together with any successor security depository appointed pursuant to the Bond Resolution,
and notivithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred, in
whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC to ptC or a nominee of DTC to my successor securities depository or any nomine thereof.

No. R-1

INITED STATES COLUMBER.

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF LIVINGSTON
WARD TWO WATER DISTRICT, PARISH OF LIVINGSTON,
STATE OF LOUISIANA
[TAXABLE] WATER REVENUE [AND REFUNDING] BONDS,
SERIES 2023[A][B]
Maturity Date Interest Rate

Bond Date

improvements, extensions and replacements to the System, including the installation of automatic meter infrastructure and automatic read meters throughout the System; (ii) refunding the Refunded Bonds; (iii) funding a debt service reserve fund, if required, and (iv) paying costs of issuance of the Bonds, including the cost of a municipal bond insurance policy, if required, all pursuant to the authority conferred by Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Refunding Act") and Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "New Money Act" and together with the Refunding Act, the "Act"). The principal installments on the Bonds maturing April 1, 20[\_\_] and thereafter shall be subject to prepayment and redemption at the option of the Issuer in full at any time on or after April 1, 20[\_\_] or in part and if less than a full maturity then by 10 within such maturity, on any Interest Payment Date on or after April 1, 20[\_\_] at a price equal to the principal amount of the installments to be prepaid, together with accrued interest to the date fixed for prepayment, plus a redemption premium (expressed as a percentage of the principal amount to be prepaid) as follows:

The Issuer shall causes to be been extraordinated.

tess than a full maturity then by low which such maturity, on any interest adynamic Lake or a rater April, 20 Lg, at a price equal to the principal amount of the installments to be prepaid, together with accrued interest to the date fixed for prepayment, plus a redemption premium (expressed as a percentage of the principal amount to be prepaid) as follows:

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Bond Resolution. This Bond may be transferred, registered and assigned by the execution of the assignment for mere or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the paying Agent shall be required to issue, register, transfer or exchange of this transferred ana saigned Bond after receipt of this Bond to be transferred in proper form. Such new Bond or Bonds shall be in denominations of \$5,000 or any integral multiple thereof within a single maturity (each an "Authorized Denomination"). Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the Interest Payment Data endending at the close of business on the Interest Payment Data endending at the close of business on the Interest Payment Data endending at the close of business on the Interest Payment Data endending at the close of business on the Interest Payment Data endending at the close of business on the Interest and payment and the second payment of the Bonds, service and the second payment of Bonds, and (iii) the LDH Bonds, are payable as to both principal and interest solely by a pledge of t

PARISH OF LIVINGSTON, STATE OF LOUISIANA By:

PAYING AGENT'S CERTIFICATE OF REGISTRATION HANCOCK WHITNEY BANK \_\_\_, 2023 (FORM OF ASSIGNMENT)
FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto

Please Insert Social Security or other Identifying Number of Assignee
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

LEGAL OPINION CERTIFICATE LiGAL OPINION CERTIFICATE

I, the undersigned Secretary-Treasurer of the Board of Commissioners of Ward Two Water District, Parish of Livingston, State of Louisiana, acting as the governing authority of the Issuer, do hereby certify that the following is a true copy of the complete legal opinion of Butler Snow LLP, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to the Purchaser thereof.

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

FILED

I, the undersigned Secretary-Treasurer of Ward Two Water District, Parish of Livingston, State of Louisiana (the "Issuer"), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the governing authority of the Issuer on March 21, 2023, authorizing the issuance of not to exceed Ten Million Six Hundred Thousand Dollars (Slo(0,00,00) of Water Revenue and Refunding Bonds, in one or more series, of Ward Two Water District, Parish of Livingston, State of Louisiana; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; authorizing the execution of a Paying Agent Agreement, Bond Purchase Agreement and any other documents and instruments necessary in connection with the issuance and sale of the Bonds, approving the distribution of a Preliminary Official Statement and an Official Statement; and providing for other matters in connection therewith. IN FAITH WHEREOF, witness my official signature and the impress of the official seal of Ward Two Water District, Parish of Livingston, State of Louisiana, on this, the 21st day of March, 2023.

21st day of March, 2023. /s/ Stanley Spillman Stanley Spillman, Secretary-Treasurer (SEAL)

**NOTICE** 

### **Capital**

#### SOIL AND WATER CONSERVATION DISTRICT SUPERVISOR'S ELECTION

NOMINATING PERIOD **OPENS:** April 1, 2023

CLOSES: April 30, 2023 For individuals interested in Serving - Nomination Petitions can be obtained at:

Capital SWCD 907 Florida Blvd. SW Denham Springs, LA 70726

Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m. For more information call: (225)665-4253 ext. 3

Election will be held June 10, 2023

TWENTY-FIRST JUDICIAL DISTRICT COURT PARISH OF LIVINGSTON

STATE OF LOUISIANA SUIT NO. 17893 DIVISION: "B"

IN THE MATTER OF

THE SUCCESSION OF GERALD LEE SWAGGERTY

Anno Carro DEPUTY CLERK NOTICE OF APPLICATION NOTICE IS HEREBY GIVEN that Lee Carl Swaggerty, the duly

appointed acting and confirmed Administrator of the Estate of Gerald Lee

Swaggerty, has pursuant to the provisions of the Code of Civil Procedure, petitioned this Honorable Court for authority to sell to Oscar Martinez Moran and

Elva Bautista at private sale for the cash price of \$85,000.00, of which the estate is one-half owner and the estate will receive one-half of the net sales proceeds, the

ing described property belonging to the estate, to-wit: Tract G-1 Containing 1.195 Acres, being a resubdivision of a 2.452 acre tract of land, being a portion of the original Joseph A. Smith & A. J. Melancon Property, Located in Section 73, T7S, R2E, Parish of East Baton Rouge, State of Louisiana. NOW THEREFORE, in accordance with the law made and provided in

such cases, notice is hereby given that Lee Carl Swaggerty, Administrator, prop to sell the aforesaid immovable property at private sale, for the price and upon the terms aforesaid, and the heirs and creditors, or any other persons interested,

required to make opposition, if any they have or can, to such course, within seve (7) days including Sundays and holidays, from the date whereupon the last publication of this notice appears.

BY ORDER of the 21st Judicial District Court on this the 7th day of March

DEFUTY CLERK OF COURT

# **AVISO DE Livingston Parish Gas GUD#1** Olor un olor caracteristico?

En el hipotético caso de que alguna vez el olor de gas natural en su hogar o negocio, salir del edificio y llame Livingston Parish Gas GUD#1 al 1-800-666-9396.

NO dé vuelta interruptores de la luz, utilizar el teléfono u otro equipo eléctrico. NO encienda fósforos ni tratar de encontrar la fuga a ti mismo.

### Ver amarilla en lugar de una llama azul?

Puede ser una señal de advertencia. Revise todos sus aparatos de gas con regularidad para asegurarse de que la llama del quemador es de color azul. Una llama amarilla es una señal de que el combustible se quema de manera ineficiente, lo que lleva al aumento de la posibilidad de envenenamiento por monóxido de carbono. Hacer una calefacción y refrigeración contratista calificado para inspeccionar sus aparatos de gas al año. No utilice el espacio alrededor de los aparatos de gas para el almace-

Cavar? Llame 1-800-272-3020 antes de excavar.

# **NOTICE FROM Livingston Parish Gas GUD#1 Smell**

## a Distinctive Odor? In the unlikely event that you should ever smell natural

Do not flip light switches, use the phone or other electrical equipment. **Do not** light a match or try to find the leak

gas in your home or business, exit the building and call Livingston Parish Gas GUD#1 at 1-800-666-9396.

### See yellow instead of a Blue flame?

It may be a warning sign. Check all your gas appliances regularly to make certain the burner flame is blue. A yellow flame is a sign that the fuel is burning inefficiently, leading to the increased potential for carbon monoxide poisoning. Ask a qualified heating and cooling contractor to inspect your gas appliances annually. Do not use the space around gas appliances for storage.

Digging? Call 1-800-272-3020 before you dig.

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE PARISH OF LIVINGSTON, LOUISIANA MAY BE TERMINATED BY OPERATION OF LAW IF YOU DO NOT TAKE FURTHER ACTION IN ACCORDANCE WITH LAW:

Tax Bill 0151050 BARBARA PEEPLES SHAVER DOWDY, PARISH OF LIVINGSTON, OCCUPANT, DOUG BOGGS, JESSICA REEVES, JORY OWENS, JUSTIN ADAMS, SAMUEL RACKLEY, BARBARA BOYES, SANDRA BOYES, CHARLES SHAVER, MANDY GLASS—LOTI 17 BLK GO FHOOVER & BERTHELOT CAMPSITES SEC 16-9-5 DONATED —LOT 18

BLK G OF HOOVER & BERTHELOT CAMPSITES SEC 16-9-5 DONATED Improvements thereon bear Municipal No. 25476 Crane St, Maurepas, LA 70449 Tax Bill 0520395

MICHAEL D. COTTON JR., FIRST GUARANTY BANK, BANK OF GREENSBURG, THE PARISH OF LIVINGSTON, CITY OF DENHAM SPRINGS --TRACT BB-IV-I CONT I ACRE SEC 37-5-4 Improvements thereon bear Municipal No. 30442 Jo Ann St, Oldfield, LA 70785 Tax Bill 0585877

ANGELA NICOLE CLARK TRIPP, RELIABLE CREDIT LLC, PARISH OF LIVINGSTON, CITY OF DENHAM SPRINGS, GEORGE A. VIDRINE JR., OCCUPANT, JOAN ALBERT, TIMOTHY ALBERT, JERRY DOBSON, ELIJAH GRANIER, MADELYN DOBSON, NICOLE HALPHEN, MORTON J GRANIER

--1.00 ACRES BEING TRACT X-3-A-1 SEC 26-6-4 FROM TAHOE PRPERTIES 987/104; WHO ACQ SAME FROM JOSEPH HATHCOX 963/840; WHO ACQ
Improvements thereon bear Municipal No. 29109 Dale Ave, Livingston, LA 70754

TAX SALE TITLE TO THE ABOVE DESCRIBED PROPERTY HAS BEEN SOLD FOR FAILURE TO PAY TAXES. YOU HAVE BEEN IDENTIFIED AS A PERSON WHO MAY HAVE AN INTEREST IN THIS PROPERTY. YOUR INTEREST IN THE PROPERTY WILL BE TERMINATED IF YOU DO NOT REDEEM

THE PROPERTY BY MAKING ALL REQUIRED PAYMENTS TO THE TAX COLLECTOR LISTED BELOW OR FILE A LAWSUIT IN ACCORDANCE WITH LAW WITHIN 60 DAYS OF THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE, OR THE RECORDING OF AN ACT TRANSFERRING OWNERSHIP, IF LATER. LIVINGSTON PARISH GOVERNMENT 20399 GOVERNMENT BLVD. LIVINGSTON, LA 70754

# LIVINGSTON PARISH GOVERNMENT ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O'CLOCK A.M ON THE 7th DAY OF JUNE, 2023 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE LIVINGSTON PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS: DOWDY, BARBARA S 25476 CRANE ST, MAUREPAS, LA 70449 TAXES OWED ARE WITH TWO CERTAIN LOTS

(225) 686-2214

26476 CRANE ST, MAUREPAS, LA 70449 TAXES OWED ARE WITH TWO CERTAIN LOTS OR PARCELS OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, ALL THE RIGHTS, WAYS, PRIVILEGES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF LIWINGSTON, STATE OF LOUISIANA, AND BEING KNOWN AS LOTS SEVENTEEN (17) AND EIGHTEEN (18), BLOCK G OF HOOVER AND BERTHELOT CAMPSITES SUBDIVISION, LOCATED IN SECTION 16, T9S-R5E, AND BEING MORE PARTICULARLY DESCRIBED AS PER PLAT AND MAP OF SURVEY MADE BY ALEX THERIOT, JR., INC., DATED AUGUST 18, 1977, AND RECORDED IN PLAT BOOK 14, ENTRY 177523 OF THE LIWINGSTON PARISH CONVEYANCE RECORDS, SAID LOTS HAVING SUCH MEASUREMENTS AND DIMENSIONS AND BEING SUBJECT TO SUCH SERVITUDES AS ARE MORE PARTICULARLY SHOWN ON SAID MAP. THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS IN FAVOR OF VALMOND N. HOOVER, LEONA SCIVICQUE HOOVER, CLARENCE BERTHELOT, AND YVETTE SCIVICQUE BERTHELOT PER ACT RECORDED ON 8/16/1982 AT C.O.B. 375/541 IN THE RECORDS OF LIVINGSTON PARISH.

2. RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS IN FAVOR OF VALMOND N. HOOVER, LEONA SCIVICQUE HOOVER, CLARENCE BERTHELOT, AND YVETTE SCIVICQUE BERTHELOT PER ACT RECORDED ON 8/23/1982 AT C.O.B. 376/129 IN THE RECORDS OF LIVINGSTON PARISH.

COTTON. MICHAEL D

COTTON, MICHAEL D
30442 JO ANN ST, OLDFIELD, LA 70785 TAXES OWED ARE WITH THAT CERTAIN
TRACT OR PARCEL OF GROUND TOGETHER WITH ALL THE BUILDINGS AND
IMPROVEMENTS THEREON LOCATED IN SECTION 37, T5S-R4E, PARISH OF
LIVINGSTON, STATE OF LOUISIANA, MORE PARTICULARLY DESIGNATED AS TRACT
BB-IV-1, CONTAINING 1.00 ACRE, AND BEING MORE FULLY DESCRIBED ACCORDING
TO "A SURVEY MAP SHOWING THE RESUBDIVISION OF TRACT IV OF THE ALLEN
WASCOM ESTATE, INTO TRACTS BB-IV-1, AND BB-IV-2, LOCATED IN SECTION 37,
TSS PAE GLD I LIVINGSTON DADISH 1A EOR BRAD RABBER? DATED OCTOREP 14

193-74E GLD, LIVINGSTON PARISH, LA. FOR BRAD BARBER DATED OCTOBER 14, 2003, PREPARED BY LOUIS L. HIGGINBOTHAM, A COPY OF WHICH IS RECORDED AT ENTRY#8627868 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER FOR LIVINGSTON PARISH, LOUISIANA. SAID TRACT HAVING THE MEASUREMENT AND DIMENSIONS AND BEING SUBJECT TO THE SERVITUDES AND DEDICATES AS SET FORTH ON SAID OFFICIAL MAP. THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. ALL MINERAL, IN, ON AND UNDER SAID LAND AND SAID MINERALS ARE RESERVED

T5S-R4E GLD, LIVINGSTON PARISH, LA, FOR BRAD BARBER" DATED OCTOBER 14

TO ALBERT SIDNEY ANDERSON AND NELLIE LEE ANDERSON, BORN FAUST, AS STATED IN THE ACT OF SALE RECORDED 01/31/1947 AT C.O.B. 64/565 IN THE RECORDS OF LIVINGSTON PARISH.

2. ACT OF IMMOBILIZATION OF MANUFACTURED MOBILE HOME RECORDED ON 01/26/2007 AT C.O.B. 960/175 IN THE RECORDS OF LIVINGSTON PARISH

ALBERT, ANGELA N.
29109 DALE AVE, LIVINGSTON, LA 70754 TAXES OWED ARE WITH ONE CERTAIN
TRACT OR PARCEL OF GROUND, TOGETHER WITH ALL BUILDINGS AND
IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, PRIVILEGES,
SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN
ANYWISE APPERTAINING, BEING STUATED IN THE PARISH OF LIVINGSTON, STATE
OF LOUISIANA, LOCATED IN SECTION 26, T6S, R4E, GREENSBURG LAND DISTRICT,
AND DESIGNATED ON THE OFFICIAL PLAN THEREOF, ON FILE AND OF RECORD IN
THE OFFICE OF THE CLERK AND RECORDER OF THE PARISH OF LIVINGSTON,
STATE OF LOUISIANA, AS TRACT X-3A-A, AS SHOWN ON PLAT ENTITLED "MAP
SHOWING RESULIPILIZION OF TRACT 3X-A OF THE DAIL FOROIGE FRATE INTO

SHOWING RESUBDIVISION OF TRACT 3-X-A OF THE DALE CROZIER ESTATE INTO

1. RESERVATION OF ONE-HALF OF ALL THE OIL, GAS, AND MINERAL RIGHTS IN, ON, UNDER, AND THAT MAY BE PRODUCED FROM THE SUBJECT PROPERTY IN FAVOR OF THE TICKFAW LILLY PADS, INC., ASHTON DEVAN PARDUE, ODIS M. RATCLIFF, III, S.B. SIMPSON AND SHIRLEY ANDERSON SIMPSON RECORDED ON 4/20/2000 AT COB 762/786 IN THE RECORDS OF LIVINGSTON PARISH.

2. RIGHT OF WAY RECORDED ON 11/29/1983 AT COB 413/704 IN THE RECORDS OF LIVINGSTON PARISH.

ON THE DAY OF SALE I WILL SELL THE PROPERTY TO THE HIGHEST BIDDER. THE SALE WILL BE WITHOUT APPRAISEMENT, FOR CASH OR OTHER PAYMENT METHODS ACCEPTABLE TO THE TAX COLLECTOR, IN LEGAL TENDER MONEY OF THE UNITED STATES, AND A NON-WARRANTY CASH SALE CERTIFICATE SHALL BE ISSUED TO THE PURCHASER FOR THE PROPERTY.

The Commissioners of Ward Two Water District of Livingston Parish met in a regular meeting on Tuesday, February 21, 2023 at 7:00 pm at their Administration office on

Carter Drive in Denham Springs, La. Public hearing called to order by Chairman, John Easterly.

Discussion was opened regarding the potential to issue not to exceed \$6,000,000 revenue bonds for the Ward Two Water District.

Chairman closed public hearing at 7:09 pm

Chairman John Easterly opened the regular meeting noting that public may comment on ent: J.Easterly, S.Spillman, J.McCoy, S.Ball, D.Strickland, J.Martone, S.McDaniel -none
- Barry LeJuene, Manager
- Willerease, Admini

Agnes Killcrease, Administrative Director Toby Fruge- of Owen & White Legal Counsel, Blayne Honeycutt Jim Ryan, consultant

Chairman welcomed Mr. Steven McDaniel to the board per his recent appointment.

Scott Frazier and Kirk Ash of BR Winwater and Master Meter

Chairman opened floor for the election for the Vice Chairman position Motion to nominate and elect unanimously Jimmie McCoy as Vice Chairman with no public comment by S.Spillman seconded by S.Ball Vote passed Yeas-6 Nays-none Not voting Jimmie McCoy.

Motion to accept the minutes from regular meeting held on January 17, 2023, as mailed with no public comment by S.Spillman seconded by D.Strickland Vote passed Yeas-7

Board discussed the proposed resolution that was discussed in the public hearing and which will be considered by the Louisiana Bond Commission. Jim Ryan explained the many factors on this agenda item. Mr. Ryan explained the timeline of the approval

Motion to adopt the resolution determining that a public hearing has been held and that no petition has been filed objecting to the proposed issuance by Ward Two Water District, Parish of Livingston, State of Louisiana of its Taxable Water Revenue bonds in an amount not to exceed Six Million Dollars (36,000,000); authorizing the officials of said District to proceed with the preparation of the documents required for the issuance of such bonds; and providing for other matters in connection therewith with no public comment by J.McCoy seconded by S.Ball Vote passed Yeas-7 Nays-none Absent-none Motion to adopt the resolution authorizing the issuance by Ward Two Water District, Parish of Livingston, State of Louisiana of its Taxable Water Revenue bonds in an amount not to exceed Six Million Dollars (\$6,000,000); in one or more series,

authorizing the execution of a Loan and Pledge Agreement with the Louisiana Department of Health (LDH); providing for the sale and delivery of said Bonds to LDH; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; and providing for other matters in connection therewith with no public comment by J.McCoy seconded by S.Ball Vote passed Yeas-7 Nays-none Absent-

The RFP Committee member Shevis Ball gave a report on the review of all vendor quotes by committee members for providing a recommendation to the full board regarding the future purchase of A.M.I. Meters. Engineer explained all 4 scoring tallies and factors. Committee rankings were presented noting the scores for Master Meter, Aqua Metric, Ferguson, and Core Main quotes.

After full discussion the consensus of the board agreed with the RFP Committee that Master Meter should be awarded as the vendor for A.M.I Meters.

Motion to accept the RFP Committee's recommendation for the purchase of electronic meters as per established specifications through Master Meter with no public comment D.Strickland seconded by S.Ball Vote passed Yeas-7 Nays-none Absent-none

Engineer, Toby Fruge, noted that he will summarize the RFP criteria matching terms of

the vendors' quotes and the Manager's District data information. It was noted that LDH recommended closing in March, 2023 for the \$6,000,000 revenue bond.

Representative of Master Meter commented on the master plan details and that a tower in the Ward Two District service area will provide coverage Legal Counsel reported that one citizen is attempting to file a frivolus lawsuit regarding her home foundation and is naming multiple public entities. No action is needed at this

time since the District has no liability. Engineer, Toby Fruge, explained the Bond Commission approval of the full \$18,000,000 bond proposal but this will be presented in phases to maintain the acceptable bond debt ration on the financials of Ward Two Water.

He presented quotes for the 3200 foot water line improvement for Wildwood Avenue from three vendors. The low quote totaled \$174,245 (\$54 per foot) from Allen & Leblanc. He recommended to approve this quote.

Motion to award the low quote for the Wildwood Avenue water line improvement as recommended by engineer to Allen & Leblanc for the price of \$174,245 with no public comment by J.McCoy seconded by S.Spillman Vote passed Yeas-7 Nays-none Absent-

Engineer made a modeling calibration report and noted that Owen & White has the potential to run the model at each requested location in the District. He noted that a calibrated model can give the best information for decisions regarding proper flow and plan for future water demands at various location points. He estimated the engineering modeling cost for the 12 regions with two tests would total \$28,000.

Motion to engage Owen & White to perform engineering services for a calibrated water flow model and appropriate tests regarding the 12 service regions in Ward Two Water with no public comment by S.Ball seconded by J.McCoy Vote passed Yeas-7 Nays-

Administrative Director gave an update on the new billing system progress and details being resolved. She made comments on the good support from the vendor so far. She recommended to purchase a new copier and presented a recommendation to purchase from the La State Bid listing contract 440019304 for \$22,347.

Motion to purchase form La State Bid listing contract 440019304 one new Toshiba model 7516AC for \$22,347 as recommended by Administrative Director with no public comment by S.Spillman seconded by J.McCoy Vote passed Yeas-7 Nays-none Absent-

Manager, Barry LeJuene, reported on the monthly customer update, noting that a total 24,220

Financial report was presented by the Administrative Secretary for the month of January 2023, and a comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of operations and budget was given to the Board of Comparison of the period of the Period of Comparison of Compar

Motion to accept the financial report as presented with no public comment by S.Spillman seconded by J.McCoy Vote passed Yeas-7 Nays-none Absent-none

Motion to approve the bills as presented with no public comment by J.McCoy seconded by D.Strickland Vote passed Yeas-7 Nays-none Absent-none

Motion to adjourn the meeting with no public comment by J.McCoy seconded by S.Ball Vote passed Yeas-7 Nays-none Absent-none

Randall Smith Administrative Secretary Next meeting will be held on Tuesday, March 21, 2023 at 7 PM

**TOWN OF KILLIAN**P.O. Box 546 – 28284 Hwy 22
Killian, LA 70462

SPECIAL MEETING MINUTES - THURSDAY, MARCH 23, 2023

A special meeting of the Mayor and Board of Alderman for the Town of Killian was held Thursday, March 23, 2023, in the Town Hall located at 28284 Hwy 22 Killian, LA 70462 at 6:00pm.

The special meeting was called to order by Mayor Ronald Sharp Sr

Kimberly Gill began the meeting with a word of prayer and the pledge of allegiance

Present were Aldermen John Henry, Ryan Kirkpatrick, Kimberly Gill, Brent Ballard and Brian Binkley

Ms. Kimberly Gill reported that after having a meeting with Winwater it was learned that a lot of the water meters in the town are not working properly. Ms. Gill stated that there are approximately 125 water customers that do not have meters. Ms. Gill recommended that a plan to resolve this problem is do 1/3 of the meters at a time in repairing and making sure they are functioning properly. Ms. Gill further stated that the town has a lot of customers that are past due. This issue needs to be resolved.

Motion was made by Brian Binkley to adjourn the meeting. Seconded by Ryan Kirkpatrick.

Ronald Sharp, Sr. Mayo

Call to Order: Marcell Parkier

Invocation: Eric Edwards Roll Call: Kathleen Abels Board Members present: Marcell Parker, Clay Parker, Joey Fontenot, Bobbi Jo Guerin, Lynn Sibley, Donna Jennings, and Robert Reynolds Absent: Dean Lawrence and Kim Aydell Minutes for January approved unanimously. Financials for January and February approved unanimously.

Director's report given by Eric Edwards
Election of LPCVB Officers remained the same Chairman- Dean Lawrence, Co-Chair- Marcell

Parker, and Kim Aydell Secretary/Treasurer Motion passed unanimously to give LP Fire Protection District 2 - \$1,500

Motion passed unanimously to grant \$5,000 to the DSMA for D.S Spring Festival

A proposal from Country Roads Marketing for 2023 passed unanimously in the am \$8,310.00.

A JR Marketing Proposal passed unanimously for \$6,400.00 with Northshore Media. Motion passed unanimously to spend up to \$10,000.00 for advertising with Denham Springs News for 2023

Motion passed unanimously to pay \$500.00 a month to Grand Country Junction for the year

2023.

Motion passed to spend up to \$10,000 for Tourism Week to Launch Rebrand for LPCVB Motion passed unanimously to grant \$1,500.00 to the D.S. Fair Motion passed unanimously to add MKL to LPCVB Holiday list Motion passed unanimously to budget \$20,000.00 for promotional items for 2023.

Motion passed to Adjourn

Next Board Meeting will be Tuesday, April 18, 2023, at 11:00. Location to be announced.

PUBLIC NOTICE

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at <a href="www.centralbidding.com">www.centralbidding.com</a>. For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Mayor Ronnie Sharp stated that after meeting with Southwest and Clearwater Solutions representative: on taking over the water system, no response has been received. Mayor Sharp further stated that the town must find someone to take over the water system, no response has been received. Mayor Sharp further stated that the town must find someone to take over the water system. Mr. Brent Ballard commented that we need to hire a company that will be licensed in testing the water. Mr. Brian Binkley suggested we start putting out advertisements to get estimates on hiring someone. Mayor Sharp discussed the estimate submitted by Drainco. Mayor Sharp further stated that the estimate Drainco has submitted is reasonable and we will set up meeting with the Drainco representative to further discuss them taking over the water system.

Henry, Gill, Binkley, Kirkpatrick, Ballard

rry of the Livingston Parish Convention and Visitor's Bureau -March 21, 2023 Regular Board Meeting Tuesday March 21, 2023, at Tourism Office

The alligator egg harvest will be on Maurepas Swamp Wildlife Management Area, located in Ascension Livingston, St. James, and St. John the Baptist parishes.

Sealed bids are due before 10:00 A.M., April 12, 2023 at the Louisiana Department of Wildlife and Fisheries Headquarters Building, 2000 Quail Drive, Baton Rouge, LA 70808, Third Floor Conference Room on the day of the bid opening. Prior to the bid opening date, sealed bids can be mailed to ATTN: Yvette Buckner at Louisiana Department of Wildlife and Fisheries, Room 240, P.O. Box 98000, Baton

Rouge, LA 70898-9000 by 3:00PM on April 11, 2023. The bids will be publicly opened and read in the Third Floor Conference Room on Quail Drive, immediately after 10:00 A.M. on April 12, 2023. For onal information or to request a bid package please call Jeb Linscombe at the Lafayette Office at NOTICE TO BIDDERS Louisiana Department of Wildlife and Fisheries announces an experimental harvest of alligator eggs as

PROPOSAL NUMBER: WLF-JWMA-23 The alligator egg harvest will be on Joyce Wildlife Management Area, located in Tangipahoa and

Sealed bids are due before 10:00 A.M., April 12, 2023 at the Louisia

Fisheries Headquarters Building, 2000 Quail Drive, Baton Rouge, LA 70808, Third Floor Conference Room on the day of the bid opening. Prior to the bid opening date, sealed bids can be mailed to ATTN: Yvette Buckner at Louisiana Department of Wildlife and Fisheries, Room 240, P.O. Box 98000, Baton ge, LA 70898-9000 by 3:00PM on April 11, 2023. The bids will be publicly ope Third Floor Conference Room on Quail Drive, immediately after 10:00 A.M. on April 12, 2023. For additional information or to request a bid package please call Jeb Linscombe at the Lafayette Office at (337) 735-8671 or email <u>ilinscombe@wlf.la.gov</u>

Category: Events and Notices - Bids and Proposals

Invitation to Bid: Storm Restoration - DEMCO is accepting proposals for full-service, turnkey catering and storm service companies for the 2023 hurricane/sto shower units. bunk trailers. cots and linens, tents and generators. Please provide a detailed list of the rates

DEMCO is an equal opportunity employer committed to promoting emerging small businesses, minority-

Segregated Facilities, Section 109 of the Housing and Community Development Act of 1974, Executive Order 11246, Equal Opportunity, and all applicable laws and regulations of the Federal government and State of Louisiana

Invitation to Bid: Storm Restoration - DEMCO is accepting proposals from overhead utility electrical contractors, underground utility electrical contractors, electrical utility right of way contractors, substation

communication contractors for emergency storm restoration work for the 2023 hurricane/storm season. Please include: a) labor and equipment hourly rate schedules, b) pay policies regarding overtime and holidays, c) crew and equipment types and availability, d) insurance certificates and e) W-9. Proposals must be emailed to purchasing@demco.org, or mailed to the DEMCO Headquarters

construction contractors, relay wiring and testing contractors, electrical engineering consultants, and

Procurement Department at 16262 Wax Road, Greenwell Springs, LA 70739, on or before 12:00 Noon

ses and women-owned businesses, and to utilizing labor surplus firm

to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3 of the Housing and Urban Development Act of 1968 as amended, Non-

Springs City Council will hold a public hearing to consider the adoption of a proposed ordinance and further provide with respect thereto described more specifically as follows: ORDINANCE

AN ORDINANCE TO AMEND SECTION 1.02 OF ARTICLE ONE OF THE DENHAM SPRINGS ZONING COMMISSION ORDINANCE OF 1990, AS AMENDED, CITY ORDINANCE NO. 1001 BY ADDING THERETO, PARAGRAPH 194, C-2 COMMERCIAL TO R-1 RESIDENTIAL, LOT 3-A-1, LOCATED IN SECTION 37, TYS-R3E, G.L.D., CITY OF DENHAM SPRINGS, LIVINGSTON PARISH, LOUISIANA. (RZ-444) (208 CENTERVILLE ST NE).

> Gerard Landry, Mayor City of Denham Springs

Publish: March 23, 2023 March 30, 2023 April 6, 2023



Livingston Parish Public Schools Excellence in Education!

Alan "Joe" Murphy Superintendent Jody Purvis Assistant Sup

Project No. E220311

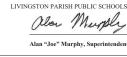
NOTICE TO PROPOSERS Livingston Parish Public Schools (LPPS), located at 13909 Florida Blvd., Livingston, Louisiana 70754, will accept proposals for services described in the below Request for Proposal (RFP) until 10:00 A.M., Tuesday, April

RFP 23-04: FISCAL AGENT Proposals shall be submitted according to the terms and conditions and on such forms as provided in the Request for Proposal packet, which may be obtained from the Livingston Parish Public School's website at <a href="https://www.lpbb.org/our\_district/departments/business\_department/purchasing\_information">https://www.lpbb.org/our\_district/departments/business\_department/purchasing\_information</a> as well as Central Bidding (<a href="https://www.centralbidding.com">www.centralbidding.com</a>).

Completed proposal packets may be mailed, certified, to Livingston Parish Public Schools at P.O. Box 1130, Livingston, Louisiana 70754, hand-delivered to 13909 Florida Boulevard, Livingston, Louisiana, or submitted electronically at <a href="www.centralbidding.com">www.centralbidding.com</a>. However conveyed, sealed proposals must be received by Tuesday, April 25, 2023 by 10:00 a.m., at which time proposals will be opened and names of the proposers read aloud. Any proposal received after the stated deadline will not be considered and will be returned unopened.

Upon acceptance of the most favorable proposal, a written fiscal agency contract will be entered into for a term of three (3) years from July 1, 2023 through June 30, 2026. At the option of LPPS, and acceptance by the Proposer, the contract way be extended.

Livingston Parish Public Schools reserves the right to reject any and all proposals for just cause. In accordance with La. R.S. 39:1211 through La R.S. 39:1245, the provisions and requirements of this section, those stated in the advertisement for proposals, and those required on the proposal form shall not be considered as informalities and shall not be waived by any public entity.



#### **PUBLIC NOTICE LIVINGSTON PARISH SCHOOL BOARD**

NOTICE IS HEREBY GIVEN THAT, the Livingston Parish School Board meeting that was scheduled on Thursday, April 6, 2023, at five o'clock p.m. is hereby changed to Thursday, March 30, 2023, at five o'clock /s/ Alan "Joe" Murphy

Alan Murphy, Superintendent PUBLICATION DATES:

Thursday, March 23, 2023 Thursday, March 30, 2023

Alvin Fairburn & Associates, LLC

INVITATION TO BID

### City of Denham Springs is receiving sealed written bids from qualified vendors to provide public ks Materials and Services for

CITY OF DENHAM SPRINGS WASTEWATER DEPARTMENT – WASTEWATER TREATMENT FACILITY IMPROVEMENTS - GRIT REMOVAL Sealed Bids will be received at the Denham Springs City Hall located at<u>116 Noi</u> Springs, LA 70726, until **Thursday, April 13, 2023 @ 2:00 p.m.** 

unopened. Complete bildding documents may be obtained from the office of AMn Fairburn & Assoc DBL ESTE AVBILE, Denham Springs, Joulsiana upon payment of \$275.00 per sets. Deposits on firsts effurished to General Contractors who bid the project will be fully refunded upon return of the documents of the folial condition no later than ten days after receipt of bids. On other sets of documents one-half (1/2) be refunded upon return of the documents in good condition no later than ten (10) days after receadditional non-refundable change of \$50.00 per set will be changed if plans and specification. Electronic bids will also be accepted. Please find bid related materials and place your electronic bids will also be accepted. Deposits on first set of documents in n return of the documents in ents one-half (1/2) the depotent of his (10) days after receipt of his

A **MANDATORY PRE-BID MEETING** will be held at the Alvin Fairburn Office Building located at 1289 Del Este Avenue, Denham Springs, Louisiana on <u>Monday, April 3, 2023@ 9:00 a.m.</u> LA RS38: 2212 (I) rules

All bids must be accompanied by a bid security equal to five percent (5%) of the base bid and any alternatives and subject to the conditions provided in the Instructions to Bidders. The successful contractor will be required to enter into a contract with the **OWNER** and to furnish all the materials, perform all of the work, supervise, coordinate, administrate and be responsible for the work of the entire project. No bids may be withdrawn after the closing time for receipt of bids for at least forty-five (45) days. The bond of the low bidder will be held for forty-five (45) days, or until the contract is signed, whichever is shorter. A performance and payment bond for the work will be required upon execution of whichever is shorter. A performance and payment bond for the work will be required upon execution of business in Louisiana and who is currently on the U.S. Department of the Treasury Financial Management Service List. The bond shall be countersigned by a person who is under contract and who is licensed as an insurance agent in the State of Louisiana, and who is residing in this state.

**The City of Denham Springs** reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:212 (A) (1) (b), the provisions and requirements of this section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Equal Employment Opportunity (EEQ) Statement – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. All Bidders on this project will be required to comply with the President's Securitive Order No. 11246, as amended.

THURSDAY March 23 2023 THURSDAY

ADVERTISE THURSDAY

March 30 2023

March 16 2023



J. McHugh David Jr. | Publisher / Managing Editor

Melanie David | Operations Officer

Rob DeArmond David Gray Lifestyle Sports

> Editor Editor Paul Hatton

Graphics Established in 1898 (ISSN 1545-9594) Publication No.

776740 Periodical postage paid in Denham Springs, Louisiana

Lane, Denham Springs, Louisiana 70726. POSTMASTER: Send address changes to LIVINGSTON PARISH NEWS, Post Office Box 1529, Denham Springs, Louisiana 70727-1529. All subscriptions paid in advance, non-refundable.

Subscribers' names removed from mailing list when

70726 and 70727. Published once weekly at 688 Hatchell

subscriptions expire. 52 issues per year.

Proposals must be emailed to <u>purchasing@demco.org</u>, or mailed to the DEMCO Headquarters Procurement Department at 16262 Wax Road, Greenwell Springs, LA 70739, on or before 12:00 Noon,

April 24, 2023. Questions can be sent to sandrar@demco.org.

owned businesses and women-owned businesses, and to utilizing labor surplus firms

DEMCO reserves the right to reject any or all bids and to waive any information

This Invitation and any subsequent awards are intended to comply with relevant provisions of the federal procurement guidelines located at 2 C.F.R. § 200, et al. The attention of bidders is also called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3 of the Housing and Urban Development Act of 1968 as amended, Non-

Category: Events and Notices - Bids and Proposals

INVITATION TO BID

Livingston Parish Sewer District (LPSD) is receiving sealed written bids from qualified vendors to provide public works Materials and Services for

LIVINGSTON PARISH SEWER DISTRICT
REQUEST FOR BIDS FOR PVC & HDPE SEWER FORCE MAIN PIPE

Sealed Bids will be received at LPSD office located at **8437 Lockhart Road, Denham Springs, LA. 70726,** until <u>Thursday, APRIL 17, 2023 at 2:00 pm.</u>

At which time bids will be opened and publicly read aloud. Bids received after the above time will be returned unopened. Complete bidding documents may be obtained from the office of AVin Fairburn & Associates, Inc., 1289 DEL ESTE AVENUE, Denham Springs, Louisiana

The Livingston Parish Sewer District reserves the right to reject any and all bids for just cause. In a coordance with La. R.S. 38:2212 (A) (1) (b), the provisions and requirements of this section, those stated the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Equal Employment Opportunity (EEQ) Statement – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. All Bidders on this project will be required to comply with the President's Executive Order No. 11246, as amended.

State of Louisiana

EXECUTIVE DEPARTMENT PROCLAMATION NUMBER 43 JBE 2023

 $SPECIAL\ ELECTION-JUSTICE\ OF\ THE\ PEACE, JUSTICE\ OF\ THE\ PEACE\ WARD\ 10,\\ PARISH\ OF\ LIVINGSTON$ 

WHEREAS, Louisiana Revised Statute 18:621 requires the Governor to call a special election to fill a vacancy in the office of a judge when more than twelve (12) months of the term remain unexpired, in accordance with the provisions of La. R.S. 18:621, and/or the dates for elections set forth in La. R.S. 18:402.

NOW THEREFORE, I, JOHN BEL EDWARDS, Governor of the State of Louisiana, by virtue of the authoristed by the Constitution and the laws of the State of Louisiana, do hereby order and direct as follows:

SECTION 1: A special primary and general election for the unexpired term shall be held throughout the jurisdiction of the Justice of the Peace Ward 10, Parish of Livingston, for the purpose of electing a justice of the peace to fill the vacancy in the office.

SECTION 2: Any qualified person desiring to become a candidate for the office shall file a notice of candidacy

SECTION 4: The primary election shall be held Saturday, October 14, 2023, and the general election shall be held Saturday, November 18, 2023, at the times and places and in the manner, prescribed by law.

state of Louisiana

PROCLAMATION NUMBER 26 JBE 2023

SPECIAL ELECTION – ALDERMAN, TOWN OF KILLIAN, PARISH OF LIVINGSTON

NOW THEREFORE, I, JOHN BEL EDWARDS, Governor of the State of Louisiana, by virtue of the authority vested by the Constitution and the laws of the State of Louisiana, do hereby order and direct as follows:

related and incidental functions

a vacancy exists in the office of Alderman, Town of Killian, Parish of Livingston, due to the resignation of the Honorable Caleb Atwell, effective on November 29, 2022; and

La. R.S. 18:602 requires the Governor to call a special election to fill the vacancy in an office of a member of a parish or municipal governing authority when more than eighteen (18) months of the term remain unexpired in accordance with the provisions of La. R.S. 18:602 and/or the dates for elections set forth in La. R.S. 18:402.

A special primary and general election shall be held throughout the jurisdiction of the Town of Killian, Parish of Livingston, for the purpose of electing an alderman to fill the vacancy in the office of the control of the office.

Any qualified person desiring to become a candidate shall file a notice of candidacy, accompanied either by a qualifying fee or a nominating petition, as required or authorized by law, with the appropriate election official in the manner and form and under the procedures and conditions provided by La. R.S. 18:461 et seq., and all other applicable provisions of the Louisiana Election Code, La. R.S. 18:461 et seq., and may the period commencing Tuesday, August 8, 2023, and ending at 4:30 p.m. Thursday, August 10, 2023.

tial election for the unexpired term shall be held and conducted ur

The primary election shall be held Saturday, October 14, 2023, and the general election shall be held Saturday, November 18, 2023, at the times and places and in the manner prescribed by law.

The Secretary of State, Commissioner of Elections, Parish Board of Election Supervisors Clerk of Court. Registrar of Voters, and all other persons charged with any power, function, right, duty or responsibility in conducting elections in the jurisdiction of the Town of Killian, Parish of Livingston, are hereby authorized, requested, directed and empowered to exercise every lawful function and to do every act necessary to conduct the special election, to cause the returns to be made, to canvass and promulgate the results, and to perform all

GOVERNOR OF LOUISIANA

**Livingston Parish Public Schools** 

Excellence in Education!
13909 Florida Boulevard
P.O. Box 1130

INVITATION TO BIE

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 2:00 P.M., Tuesday, April 18, 2023, at which time bids will be opened and publicly read for the following:

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

https://www.lpsb.org/our district/departments/business department/purchasing information

Awards will not be made on the date of the bid opening, but will be awarded by the School Board at a later

 $Subject\ to\ the\ provisions\ of\ R.S.\ 38:2214,\ Livingston\ Parish\ Public\ Schools\ reserves\ the\ right\ to\ reject\ any\ and\ all\ bids\ for\ just\ cause.$ 

ala Murphy

Alan "Joe" Murphy, Superintenden

NOTICE TO BIDDERS

LIVINGSTON PARISH PUBLIC SCHOOLS

Bid No. 23-02: Disposables for 2023-2024 School Year

Bid No. 23-07: Ice Cream for 2023-2024 School Year

PROPOSAL NUMBER: WLF-MSWMA-23

Bid No. 23-03: Pizza Delivery for 2023-2024 School Year

IN WITNESS WHEREOF, I have set my hand officially

Jody Purvis

accompanied either by a qualifying fee or a nominating petition, as required or authorized by law, with the appropriate election official in the manner and form, and under the procedures and conditions, provided by La. R.S. 18:461, et seq., and all other applicable provisions of the Louisians Election Code, La. R.S. 18:1, et seq., during the period commencing Tuesday, August 8, 2023, and ending at 4:30 p.m. Thursday, August 10, 2023.

The Secretary of State, Commissioner of Elections, Parish Board of Election Supervisors, Clerk of Court, Registrar of Voters, and all other persons charged with any power, function, right, duty or responsibility in conducting elections in the jurisdiction of the Justice of the Peace Ward 10, Parish of Livingston, are hereby authorized, requested, directed and empowered to exercise every lawful function and to do every act necessary to conduct the special election, to cause the returns to be made, to canvass and promulgate the results, and to perform all related and incidental functions.

IN WITNESS WHEREOF, I have set my hand officially

and caused to be affixed the Great Seal of Louisiana in the City of Baton Rouge, on this  $13^{\text{th}}$  day of March, 2023.

GOVERNOR OF LOUISIANA

a vacancy exists in the office of the Justice of the Peace, Justice of the Peace Ward 10, Parish of Livingston, due to the resignation of Honorable Elizabeth Aimee Kirkpatrick, effective November 17, 2022; and

The Contract will be awarded to the lowest, responsible, responsive bidder

March 30, 2023 April 6, 2023

WHEREAS.

ATTEST BY THE SECRETARY OF STATE

SECRETARY OF STATE

WHEREAS,

WHEREAS

SECTION 2:

SECTION 3

SECTION 4:

SECTION 5:

ATTEST BY THE SECRETARY OF STATE

SECRETARY OF STATE

DEMCO is an equal opportunity employer committed to promoting emerging small businesses, minority

DEMCO reserves the right to reject any or all bids and to waive any informalities. This Invitation and any subsequent awards are intended to comply with relevant provisions of the federal procurement guidelines located at 2 C.F.R. § 200, et al. The attention of bidders is also called particularly

Segregated Facilities, Section 109 of the Housing and Community Development Act of 1974, Executive Order 11246, Equal Opportunity, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements. At 6:00 p.m., on April 11, 2023, at City Hall, 116 N. Range Ave., Denham Springs, LA, the Denham