

# PUBLIC NOTICES

**NOTICE**

The Franklin Parish School Board will hold a public hearing for the 2023-24 Beginning Budget on Tuesday, June 6, 2023 at 4:45 p.m. at the Franklin Parish School Board Complex Board Room.

The 2023-2024 Beginning Budget will be available for public viewing, Monday thru Thursday, 8:00 AM - 3:00 PM, of each week, until the meeting.

We look forward to seeing you on Tuesday, June 6, 2023 at 4:45 p.m.  
5/17,5/24,5/31

**NOTICE**

Franklin Parish District 4 Fire Department is accepting quotes to mow the grounds of our 3 fire stations. \*Quotes must include proof of a minimum of \$10,000 liability insurance and Worker's Comp. \*locations include: Jigger, Kendrick's Ferry, & Chicago Mills \*Routine maintenance ONLY AS NEEDED. All quotes should be emailed to lmcFarland93@yahoo.com. For questions, call Travis McFarland @ 318-334-0713 /5/31

**NOTICE**

Re-Advertisement for Bids  
Project No. 22-08-704E (LCDBG NO. 2000705304)  
Owner: Village of Gilbert  
7564 Gilbert Street  
Gilbert, LA 71336

Sealed bids marked "Sealed Bid - Village of Gilbert Community Development Block Grant Project to be financed by the State of Louisiana CDBG- CV Love Louisiana Outdoors Program" will be received by the Owner for the construction of the project described as follows: VILLAGE OF GILBERT - LCDBG-CV LLOP PARK IMPROVEMENTS

Proposals shall be addressed to the Village of Gilbert, and delivered to the Office of the Mayor located at (address) 7564 Gilbert Street, LA 71336 not later than 9:00 A.M. (local time), on the day of Tuesday, June 20th, 2023. Sealed bids to be marked "Sealed Bid - Village of Gilbert Community Development Block Grant Project to be financed by the State of Louisiana CDBG- CV Love Louisiana Outdoors Program - Village of Gilbert - Contract Park Improvements". Any bid received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 9:00 A.M. (local time) on the day of Tuesday, June 20th, 2023, at Village of Gilbert, located at 7564 Gilbert Street, Gilbert, LA 71336. The information for Bidders, Form of Bid Proposal, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance Bond and Payment Bond, and other contract documents may be examined at the following locations:

- Village of Gilbert  
7564 Gilbert Street, Gilbert, Louisiana 71336  
(318) 435-6506
- McManus Consulting Engineers, Inc.  
116 Smelser Road, Monroe, Louisiana 71202  
(318) 343-5600

Copies may be obtained at this office upon payment of a deposit of \$ 150. This deposit will be refunded upon request in accordance with R.S. 38:2212. A CD of the Plans and Specifications may also be obtained upon payment of \$25.00 which will be nonrefundable. The Contractor must pay shipping costs.

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes.

Each bidder must have an active Unique Entity ID (SAM), as verified and registered with www.sam.gov, prior to the beginning of construction.

Each Bidder must deposit with his/her bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U. S. Department of Treasury Circular 570.

No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof.  
The Contractor shall begin mobilization and procurement of materials within ten (10) working days of the receipt of the Notice to Proceed.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard for race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Any person with disabilities requiring special accommodations must contact the Village of Gilbert no later than seven (7) days prior to bid opening.

**IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE BID PROPOSAL.**

Owner encourages Section 3 and minority owned businesses to submit bid proposals. The Contractor shall be licensed with the Louisiana State Licensing Board in: Building Construction, Municipal and Public Works or Specialty: Recreation and Sporting Facilities and Golf Courses.

Project No. 22-08-704E  
Estimated Cost: \$77,800 (LA R.S. 38:2212(H))  
Village of Gilbert May 12, 2023  
Mike Stephens, Mayor  
5/17,5/24,5/31

**TOWN OF WINNSBORO  
PUBLIC NOTICE  
May 25, 2023**

Notice is hereby given that the Mayor and the Board of Aldermen of the Town of Winnsboro will consider the adoption of the following ordinances bearing the title: Adoption of Ordinance No. 1049: An Ordinance Amending the B-1 Zone Adoption of Ordinance No. 1050: An Ordinance Amending Article 8 of B-1 Section 8. Local Shopping District

This public hearing will be held before a regular scheduled meeting on Tuesday, June 20, 2023 at 5:30 P.M. at the Jack Hammons Community Center, 810 Adams Street, Winnsboro, Louisiana.

All citizens are invited and strongly encouraged to attend all public meetings to make known their thoughts and concerns.

For more information, contact Mayor Alice Wallace or Town Clerk Julia Jackson at (318) 435-9087.

Julia Jackson, Town Clerk — Alice Wallace, Mayor  
TOWN OF WINNSBORO  
PUBLIC NOTICE  
May 25, 2023

Notice is hereby given to the public that the regularly scheduled council meeting date for the month of June will be held on Tuesday, June 20, 2023. There will be a public hearing beginning at 5:30 P.M. and regular session will begin at 6:00 P.M.  
DATE/TIME: Tuesday, June 20, 2023 at 5:30 P.M.  
LOCATION: Jack Hammons Community Center  
810 Adams Street, Winnsboro, LA

All citizens are invited to attend all meetings to make known their thoughts and concerns in regards to all matters up for discussion.  
For more information contact Mayor Alice Wallace or Town Clerk Julia Jackson at (318) 435-9087  
Julia Jackson, Town Clerk — Alice Wallace, Mayor

**TOWN OF WINNSBORO  
ORDINANCE NO. 1047**

**AN ORDINANCE AMENDING THE TOWN OF WINNSBORO CODE OF ORDINANCES TO PROVIDE FOR THE ENFORCEMENT OF CERTAIN TRAFFIC VIOLATIONS BY AUTOMATED MEANS AND PROVIDE FOR CIVIL PENALTIES FOR THOSE CERTAIN TRAFFIC VIOLATIONS ENFORCED BY AUTOMATED MEANS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

WHEREAS, data collected on behalf of the Winnsboro Police Department indicates a high incidence of drivers disregarding speeding laws on the streets and in the school zones of the Town of Winnsboro (Town); and

WHEREAS, the Town Council finds controlling speed on the streets of the Town of Winnsboro through a program utilizing photographic evidence and enforcement through the imposition of civil penalties will help promote and protect the health, safety, and welfare of the children and all citizens of Winnsboro; and

NOW, THEREFORE, be it ordained that the electronic traffic enforcement procedure is adopted as follows:

Section 1: The Winnsboro Town Council (Council) now finds it necessary and expedient to amend the Town of Winnsboro Code of Ordinances (Code), Chapter 38 — Traffic and Vehicles, by adding Section 38-12. Electronic Traffic Enforcement,

Section 2: In consideration of Section 1 above, the Council hereby amends Chapter 38 — Traffic and Vehicles, by adding to said Section 38-12, Electronic Traffic Enforcement, which said Article shall follow immediately after Section 38-11, Parking motor vehicles on private property, and shall hereafter read as follows:

**Section 38-12. ELECTRONIC TRAFFIC ENFORCEMENT  
(A) - Definitions.**

The following definitions shall apply: Administrative Adjudication Hearing shall mean an administrative hearing of violations conducted by the Winnsboro City Court.

Department shall mean the Winnsboro Police Department, or an authorized representative as determined by the Chief.

Mayor shall mean the Town of Winnsboro Mayor.

Owner shall mean the owner of a vehicle as shown on the vehicle registration records of the Louisiana Office of Public Safety, Office of Motor Vehicles, or the analogous office or agency of another state or county.

Photographic vehicle speed enforcement system or system shall mean a system consisting of an electronic process which is capable of producing one or more recorded images depicting the license plate attached to the rear of a vehicle being operated at a speed in excess of the speed limit. The speed measurement component of the system shall be properly calibrated on a regular basis as determined by the Chief and the records of such calibration shall be maintained with the Winnsboro Police Department.

Recorded image means an image recorded by the system depicting the rear of a vehicle which is automatically recorded on a photograph or digital image, which also depicts the recorded speed, date, location, and time of the recorded image.

System location means the highway location toward which a photographic vehicle speed

enforcement system is directed and in operation or a segment of roadway on which a vehicle speed enforcement system is in operation.

Speed limit shall mean the established regulatory speed limit on the subject roadway.

Violation shall mean the notice of civil violation for speeding for this Chapter.

(B) — Imposition of civil violation penalty for violations enforced by a photographic speed enforcement system.

a. The Council finds and determines a vehicle traveling over the speed limit for the vehicle's direction of travel damages the public by endangering vehicle operators, passengers and pedestrians alike, by increasing the number of serious traffic crashes, and causing public safety

agencies to respond at the expense of the taxpayers thereby decreasing the efficiency of traffic control and traffic flow efforts.

b. Except as provided in subsections O and (d) below, the owner of a vehicle is responsible for a civil violation penalty as shown in the following tables if the vehicle is traveling at a speed in miles per hour (mph) greater than the speed limit as shown when captured by the system in accordance with the vehicle's recorded speed and the corresponding speed limit of the roadway where the notice of civil violation was issued.

MPH OVER SPEED LIMIT		
12 MPH to 20 MPH	\$	190.00
21 MPH to 30 MPH	\$	300.00
31 MPH to 40 MPH	\$	450.00
41 MPH or GREATER THAN 41 MPH	\$	600.00

MPH OVER SPEED LIMIT IN SCHOOL ZONE		
6 MPH to 20 MPH	\$	190.00
21 MPH to 30 MPH	\$	300.00
31 MPH to 40 MPH	\$	450.00
41 MPH or GREATER THAN 41 MPH	\$	600.00

Following the guidelines as established by DOTD, the following thresholds shall be established:

Posted Speed Limit (Miles Per Hour)	Minimum Speed for Violation to be Issued in a School Zone (Miles Per Hour)	Minimum Speed for Violation to be Issued (Miles Per Hour)
15		
20	>26	
25		
30		
35		
40		
45		
50	>56	>62
55	>61	
60		
65		
70		
75		

c. Any photographic vehicle speed enforcement system which is hand-held, mounted in or on a trailer or in a fixed position shall be deployed at the discretion of the Chief of Police, who shall deploy such systems in his discretion within the Town of Winnsboro.

**(C) - Late Payments.**

An owner who fails to pay a civil violation penalty beyond 30 calendar days from the date of mailing the civil notice of violation, inclusive of weekends and legal holidays, shall be subject to a late payment penalty of \$30.00 (e.g., original civil violation + 30 total civil violation amount including late payment penalty). A notice of civil violation under this article is presumed to have been received on the tenth calendar day, inclusive of weekends and legal holidays, after the date the notice of civil violation is mailed.

**(D) — Enforcement; procedures.**

a. The Department is responsible for the enforcement and administration of this ordinance, or the Department may enforce and administer this ordinance in part or in whole, through one or more contractors selected in accordance with applicable law. The actions which can be used to enforce the payment of this civil penalty and related fees include, but are not limited to: referring the debt to collection agencies; and/or initiating actions through a court of competent jurisdiction, or any other lawful means, all in accordance with applicable authority, laws, and procedure.

b. In order to impose a civil violation penalty under this article, the Department shall mail a notice of civil violation to the owner of the vehicle responsible for the civil violation penalty not later than the 30th calendar day, inclusive of weekends and legal holidays, after the date the Department reviews and inspects the recorded images, and an alleged civil violation is determined by the Department to have occurred.

c. A notice of civil violation issued under this article shall contain the following:

- (1) A description of the violation alleged;
- (2) The date, time, and location of the violation;
- (3) A copy of a recorded image of the vehicle involved in the violation;
- (4) The amount of the civil violation penalty to be imposed for the violation;
- (5) The date by which the civil violation penalty must be paid;
- (6) A statement indicating the person named in the notice of civil violation may pay the civil violation penalty in lieu of appearing at an administrative adjudication hearing;
- (7) Information informing the person named in the notice of civil violation:
  - (a) Of the right to contest the imposition of the civil violation penalty in an administrative adjudication hearing;
  - (b) Of the manner and time in which to contest the imposition of the civil violation penalty; and
- (8) Failure to pay the civil violation penalty or to contest liability within 40 calendar days from the date of receipt of the civil notice of violation, inclusive of weekends and legal holidays, is a waiver of the right to appeal.
- (9) A statement that a recorded image is evidence in a proceeding for the imposition of a civil violation penalty; and
- (10) A statement indicating failure to pay the civil violation penalty within the time allowed shall result in the imposition of an additional late penalty for each such violation.

d. A notice of civil violation under this article is presumed to have been received on the tenth calendar day, inclusive of weekends and legal holidays, after the date the notice of civil violation is mailed.

**(E) — Administrative Adjudication hearing.**

a. A person who receives a notice of civil violation may contest the imposition of the civil violation penalty by a request in writing for an administrative adjudication of the notice of civil violation penalty within 30 calendar days, inclusive of weekends and legal holidays, after date of mailing of the notice of civil violation and posting a hearing request and cash bond of \$100.00. Upon receipt of a request and cash bond within the prescribed time period within this paragraph, the office shall notify the person requesting such hearing or the date and time of the administrative adjudication hearing. If, after the adjudication hearing, the person is found not liable by the adjudication officer, the cash bond of \$100.00 will be refunded to that person. If that person is found liable, he or she may ask that the cash bond of \$100.00 be used towards the payment of the civil violation.

b. A person who is found liable after an administrative adjudication hearing or who requests an administrative adjudication hearing and thereafter fails to appear at the time and place of the hearing shall forfeit their cash bond amount.

c. Administrative adjudications of violations shall be conducted by the City Judge. In conducting administrative adjudications of violations, the Judge shall have the following functions, powers, and duties:

- (1) To administer oaths, to accept admissions to, and to hear and determine contests of, violations herein.
- (2) To require the attendance of persons to give testimony at hearings, and to require the production of data and information, to the extent permitted by law.
- (3) To adjudicate violations for which a notice of civil violation has been issued herein.
- (4) To compile and maintain accurate records relating to notice of civil violations, violations and/or dispositions of violations and notice of civil violations.
- (5) Upon request of the Department or a person charged with a violation, or his attorney, to prepare or provide transcripts or audio records of hearings conducted by the Magistrate/hearing officer and to furnish such transcripts or audio records to the requesting person at a reasonable cost.
- (6) To designate an individual or individuals with the responsibility to answer, within a reasonable period of time, relevant and reasonable inquiries made by a person charged with a violation, or his attorney, concerning the violation.
- (7) The functions and duties in (4), (5), and (6) identified herein may be performed by representatives of the Department, as directed by the Judge.
- (8) To prescribe regulations for the presentation and the conduct of hearings which need not necessarily be in strict conformity with the usual rules of evidence and technical rules of procedure, however, the fundamental principles governing a fair and impartial hearing or trial and due process of law must be reasonably and substantially adhered to.

d. Except as provided in subsection (h), failure to pay a civil violation penalty or to contest liability beyond 30 calendar days from the date of mailing of the notice of civil violation, inclusive of weekends and legal holidays, constitutes a waiver of the right to contest under subsection (a). e. The civil violation penalty shall not be assessed if after a hearing, the Judge enters a finding of no liability.

f. In an administrative adjudication hearing, the issues must be proved at the hearing by a preponderance of the evidence. The reliability of the system used to produce the recorded image of the violation may be attested to in an administrative

adjudication hearing by affidavit of a law enforcement officer or a representative of the Department, or by actual testimony by either of them. An affidavit of a sworn law enforcement officer or representative of the Department, or actual testimony by either of them, that alleges a civil violation occurred based on an inspection of the pertinent recorded image is admissible in a proceeding under this article and is prima facie evidence of those facts contained in the affidavit or testified to. Testimony by any person shall be taken under oath or by affirmation, except to the extent such testimony is

allowed by affidavit as provided above. The person charged with the ordinance violation may present any relevant evidence and testimony at such hearing.

g. It shall be an affirmative defense to the imposition of civil liability under this article, to be proven by a preponderance of the evidence, that:

- (1) The operator of the vehicle was acting in compliance with the lawful order direction of a law enforcement or public safety officer;
- (2) The operator of the vehicle violated the speed limit so as to move out of the way or an immediately approaching authorized emergency vehicle;
- (3) The vehicle was being operated as an authorized emergency vehicle under La. R.S. 32:24, and the operator was acting in compliance with La. R.S. 32:24;
- (4) The vehicle was being operated in accordance with La. R.S. 32:300.3 — Funeral Processions; however, the operators are not exempt if they fail to comply with division 2, vehicle speed;
- (5) The vehicle was being operated by a commissioned law enforcement officer performing authorized/assigned tasks;
- (6) The vehicle was being operated during a bona fide medical emergency which is documented with adequate and sufficient evidence from a medical care facility, as determined by the Department;
- (7) At the time of the violation, the vehicle was in the care, custody, or control of another person:

(a) As set forth in the owner's written statement identifying the name and correct mailing address of the person or entity who had the care, custody, and control of the vehicle at the time of the violation.

(b) As set forth in a document, or "Transfer of Liability," signed and dated by the person, or a representative of the entity, who had the care, custody, and control of the vehicle at the time of the violation, indicating his/her responsibility for the violation and listing his/her name and mailing address. Responsibility for the violation shall in such a case be transferred to the person identified in the "Transfer of Liability."

(c) The tender of a statement of "Transfer of Liability" shall be for the sole purpose of identifying the person who is assuming responsibility for the violation identified in the notice of civil violation, but all defenses that may be asserted by the person alleged to be responsible are reserved and are not waived by the tender of such document.

(d) As set forth in a lease, rental contract or other agreement listing the name and mailing address of the person or entity who had the care, custody, or control of the leased or rented vehicle at the time of the violation. Responsibility for the violation shall in such case be transferred to the lessee.

h. Notwithstanding anything in this article to the contrary, a person who fails to pay the amount of a civil violation penalty or to contest liability is entitled to an administrative adjudication hearing on the violation if:

- (1) The person files an affidavit with the office stating the date on which the person received the notice of civil violation mailed to the person; and
- (2) The person files a request for an administrative hearing within 30 days from the date of receipt of the notice of civil violation, as stated in the affidavit. The decision of the Judge shall be the final decision in the hearing.

**(F) — Orders of the Judge**

(1) The Judge at administrative adjudication hearings under this article shall issue an order stating:

- (a) Whether the person charged with the violation is responsible for the violation; and
- (b) The amount of any civil violation penalty, late penalty, and administrative adjudication costs assessed against the person.

(2) The orders issued under subsection (1) may be filed with the Department. The Department shall maintain the Magistrate/hearing officer's orders/determination.

**(G) - Effect of liability; exclusion of civil remedy.**

a. The imposition of a civil violation penalty under this article shall not be considered a criminal conviction.

b. A civil violation penalty may not be imposed under this article upon the owner of a vehicle if the operator of the vehicle was arrested or was issued a speeding citation and notice to appear by a law enforcement or public safety officer as a violation of any of the provisions of Subpart A, Part IV, Chapter 1 of Title 32 of the Louisiana Revised States if such violation was captured by the system.

c. Upon receipt of all documents supplied to the contractor, the Magistrate may enforce collection of all unpaid fines, fees, penalties, late payment penalties and administrative adjudication fees in a court of competent jurisdiction for vehicles registered through a filing with the Louisiana Office of Revenue and the Federal Offset Program.

d. The Chief or contractor, as applicable, shall supply to the Magistrate, or outside counsel bringing suit, all materials and/or testimony necessary to support enforcement.

e. Defendants in enforcement suits authorized by this section have, until rendition of final judgment, the option of settlement by payment of all outstanding fines, fees, penalties, late payment penalties and administrative adjudication fees, as well as court costs and filing fees incurred (whether prepaid or otherwise) in enforcement. No defendant in such suit shall be required to pay attorney's fees in connection with such settlement.

f. Any money judgment obtained in a suit to enforce fines levied for violation of this division shall be recorded in the mortgage records of Franklin Parish, and/or any other parish, as a judicial mortgage against the property of the defendant.

**(H) — Collections Fees and Costs.**

In the event a fine or penalty is assessed pursuant to any provision of this Code, a default in the payment of a fine, penalty or any installment of a fine or penalty may be collected by any means authorized for the collection of monetary judgments. The Department may retain attorneys and private collection agents for the purpose of collecting any default in payment of any fine or penalty imposed by the Code, or any installment of a fine or penalty. The Department shall add a 35% cost of collections to any outstanding balance that requires the Department to retain the services of a collection agency. This 35% cost includes any default in a fine, penalty or any installment of a fine or penalty that was previously referred to an attorney or private agency and the payment of which remains outstanding.

**Section 3: EFFECTIVE DATE OF ORDINANCE:**

This ordinance shall become effective immediately upon return of the ordinance to the City Clerk (after execution by the mayor), on the tenth (10th) day after receipt of the ordinance by the mayor without signature or veto, or upon an override of a veto, whichever occurs first.

BE IT FURTHER RESOLVED that if any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this Ordinance which can be given effect without the invalid provisions, items, or application and to this end the provisions of this Ordinance are hereby declared severable.

BE IT FURTHER RESOLVED that all Ordinances or parts thereof in conflict herewith are hereby repealed.

The ordinance was introduced on April 17, 2023.

On motion by Martez Singleton and seconded by Dorothy Swayzer, the foregoing ordinance was adopted this 15<sup>th</sup> day of May, 2023.

Yays: Martez Singleton, Dorothy Swayzer, Eddie Dunn, and Jerry Johnson  
Nays: None  
Absent: Rex McCarthy

*Julia Jackson*  
Julia Jackson  
City Clerk

*Alice Wallace*  
Alice Wallace  
Mayor

5/31



**TOWN OF WINNSBORO  
ORDINANCE NO. 1048**

The following note ordinance was offered by Eddie Dunn and seconded by Martez Singleton:

**NOTE ORDINANCE NO. 1048**

**AN ORDINANCE PROVIDING FOR THE INCURRING OF DEBT AND ISSUANCE OF NOT EXCEEDING SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$715,000) OF BOND ANTICIPATION NOTES, SERIES 2022, OF THE CITY OF WINNSBORO, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SAID NOTES; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID NOTES; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; PROVIDING FOR THE**

# PUBLIC NOTICES

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### ACCEPTANCE OF AN OFFER FOR THE PURCHASE OF SAID NOTES; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Winnsboro, State of Louisiana (the "Issuer") is a political subdivision of the State of Louisiana (the "State") created and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Issuer desires to incur debt and issue Seven Hundred Fifteen Thousand Dollars (\$715,000) of its Bond Anticipation Notes, Series 2022 (the "Notes"), in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1430, *et. seq.*) (the "Act") for the purposes of: (i) constructing and acquiring additions, extensions and improvements to its drinking water system (the "Water System"), including, but not limited to comprehensive improvements to its drinking water supply, treatment, distribution and storage facilities, (ii) funding a debt service reserve fund, if necessary; and (iii) paying the costs of issuing the Bonds (together the "Project"); and

WHEREAS, the United States Department of Agriculture-Rural Development ("USDA") has provided a Letter of Intent to Meet Conditions dated April 9, 2021 (as from time to time amended or extended, the "Letter of Conditions") to provide permanent financing for costs of the Project (the "USDA Permanent Loan"), evidencing a commitment from the USDA to purchase not to exceed Seven Hundred Fifteen Thousand Dollars (\$715,000) Water Revenue Bonds, in one or more series (the "USDA Bonds"), to provide permanent financing of the Project; and

WHEREAS, the Issuer has previously issued its (i) Eight Hundred Forty Thousand Dollars (\$840,000) Sewer Revenue Bonds, Series 1996, (ii) Three Million, Fifty-Four Thousand Dollars (\$3,054,000) Water and Sewer System Revenue Bonds, Series 2004, and (iii) One Million Dollars (\$1,000,000) Sewer Revenue Bonds, Series 2010 (collectively, the "Outstanding Parity Bonds"), and which are payable from a pledge and dedication of the income and revenues derived by the Issuer from the operation of the Water System and wastewater treatment and disposal system (the "Sewer System" and together with the Water System, the "System"), after paying the reasonable and necessary costs and expenses of operating and maintaining the System (the "Net Revenues of the System").

WHEREAS, the Notes will be and payable from the proceeds of the USDA Bonds and secured by a second lien position on the Net Revenues of the System; and

WHEREAS, this Mayor and City Council, acting as the governing authority (the "Governing Authority") of the Issuer, desires to fix the details necessary with respect to the issuance of the Notes and to provide for their authorization and issuance and obligate itself and its successors pursuant to the terms of this Note Ordinance; and

WHEREAS, it is the further desire of this Governing Authority to provide for the sale of the Notes at the price and in the manner hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Authority of the Issuer, that:

**SECTION 1. Definitions.** As used herein, the terms used herein shall have the meanings ascribed to such terms as set forth in Exhibit "A" attached hereto, unless the context otherwise requires.

**SECTION 2. Authorization of Notes.** In compliance with the terms and provisions of the Act, and other constitutional and statutory authority, there is hereby authorized the incurring of a indebtedness for, on behalf of, and in the name of the Issuer, for the purpose of providing interim construction financing of the Project, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of the Notes.

The Notes shall be dated the date of delivery thereof, shall bear interest on the basis of a 360-day year (30/360) payable at maturity at an interest rate per annum (not exceeding 5% per annum) as set forth in the Commitment Letter and incorporated into the final form of the Notes upon delivery.

**SECTION 3. Payment Provisions.** The outstanding principal of the Notes, upon maturity or redemption, together with all accrued unpaid interest thereon, shall be payable to the Lender on or before maturity by check or wire transfer from the Issuer to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register.

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

### SECTION 4. Redemption Provisions.

(a) The Notes may be called, at any time, for optional redemption prior to their maturity without penalty.

(b) The Note shall be called for redemption and repaid in full on the Maturity Date which shall be the date that the USDA Bonds are delivered pursuant to Section 8(a) hereof.

(c) Official notice of optional redemption shall be given by means of a first-class mail, postage prepaid, by notice deposited in the United States mail not less than three (3) Business Days prior to the redemption date addressed to the Owner at the Owner's address as shown on the Note Register.

**SECTION 5. Amount of Notes, Registration and Transfer.** The Notes are hereby awarded to the Lender and upon closing, the Notes shall be delivered to, and registered in the names of the Lender. Subsequent transfer of the Notes, if any, shall be registered and assigned only on the Note Register, and such registration shall be at the expense of the Issuer. A Note may be assigned by the execution of an assignment form on the Note or by other instruments of transfer and assignment acceptable to the Issuer. A new Note will be delivered by the Issuer to the last assignee (the new Owners) in exchange for such transferred and assigned Note after receipt of the Note to be transferred in proper form. Such new Note shall be in the denomination of \$5,000 or any whole dollar amount in excess thereof within a single maturity.

**SECTION 6. Form of Note.** The Note and the endorsements to appear thereon shall be in substantially the form of Exhibit "B" attached hereto.

**SECTION 7. Execution of Note.** The Note shall be signed by the Mayor and City Clerk (collectively or individually, the "Authorized Representative") for, on behalf of, in the name of and under the corporate seal impression of the Issuer, which signatures may be either manual or facsimile.

### SECTION 8. Source of Repayment.

(a) The Notes shall be secured by and payable from a first priority pledge and security interest in proceeds anticipated from the USDA Bonds, and the proceeds from the USDA Bonds are hereby irrevocably pledged and dedicated to the payment of the Notes;

(b) To the extent that the proceeds from the USDA Bonds are insufficient or otherwise become unavailable, the Notes shall be secured by and payable solely from a second position in the income and revenues derived by the Issuer from the operation of the System, after paying the reasonable and necessary costs and expenses of operating and maintaining the System and payment of debt service requirements on the Outstanding Parity Bonds.

**SECTION 9. Parity Notes.** The Issuer shall issue no other certificates, revenue bonds or any other debt obligations of any kind or nature payable from or enjoying a lien on the proceeds of the Notes during the time that such Notes are outstanding; provided that, if the USDA Permanent Loan is not closed as contemplated by the Letter of Conditions, then additional bonds, notes or other evidence of indebtedness representing a restructuring of the Notes may be issued on a parity with the Notes ("Additional Parity Obligations").

### SECTION 10. Project Fund.

(a) The Issuer hereby establishes and shall maintain a special fund known and designated as the "Series 2022 Project Fund" (the "Project Fund") into which shall be deposited the proceeds from the sale of the Notes. Monies in the Project Fund shall be disbursed to the Issuer for the payment of (i) all costs incurred in connection with the construction and acquisition of the Project; and (ii) costs of issuance of the Notes ("Costs of Issuance").

(b) In connection with each disbursement from the Project Fund, the Issuer shall submit a requisition in the form attached hereto as Exhibit "C", which requisition shall include:

(i) The dollar amount of the purchase price requested to be paid, and the amount of the purchase price that is to be applied towards the purchase price of the Notes;

(ii) Copies of such invoices, statements, documents, certificates, endorsements and opinions as the Lender, the Consulting Engineer and/or the USDA may reasonably require to substantiate the Costs of the Project for which payment is requested; and

(iii) If the requisition is the final requisition for the Notes, a statement to that effect.

Upon certification by the Issuer that all costs incurred in connection with the Project and Costs of Issuance have been paid, any balance remaining in the Project Fund shall be applied towards optional redemption of the outstanding Notes.

**SECTION 11. Budget; Audit.** As long as the Notes are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget within thirty (30) days after its adoption to the Lender; the Issuer shall also furnish a copy of such budget to any Owners who request the same. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements, related to the Project made by the Issuer during the previous Fiscal Year. Such audit shall be available for inspection by any Owners, and a copy of such audit shall be furnished to the Lender.

**SECTION 12. Application of Proceeds.** The Authorized Representatives are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Note Ordinance, to cause the necessary Note to be printed, to issue, execute the Notes, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Notes shall be deposited by the Issuer with the Lender or the fiscal agent bank of the Issuer into the Project Fund to be used only for the purpose for which the Notes are issued.

**SECTION 13. Rate Covenant of the Issuer.** In providing for the issuance of the Notes, the Issuer does hereby covenant, through its Governing Authority, by proper resolutions and/or ordinances, hereby covenants to fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities of the System, and all parts thereof, and to revise the same from time to time whenever necessary, as will always provide revenues in each Fiscal Year as follows: A.) Sufficient to pay (i) the reasonable and necessary expenses of operating and maintaining the System in such year; (ii) all reserves or sinking funds or other payments required for such year by the Outstanding Parity Bonds; (iii) all other obligations or indebtedness payable out of the revenues of the System for such year; and B) after paying all reasonable and necessary expenses of operating and maintaining the System, at least equal to 125% of the principal and interest maturing on the Outstanding Parity Bonds in such Fiscal Year and on any Additional Parity Obligations hereafter issued as provided herein.

In the event and to the extent that the revenues of the System are insufficient to satisfy the obligations payable from the funds and accounts described in Section 11 above, or the rate covenant contained in this Section, the Issuer may take into account other lawfully available

sources of funding, provided that the amount of such funding shall be actually budgeted for such purposes at the beginning of each Fiscal Year.

**SECTION 14. Specific Covenants of the Issuer.** The Issuer does hereby covenant and warrant so long as any of the Notes is outstanding and unpaid in principal and/or interest:

(a) That it is or will be lawfully seized and possessed of the System, that it has a legal right to pledge the Net Revenues of the System as herein provided, and that the Notes will have a second lien and privilege on said income and revenues subject only to the prior payment of all reasonable and necessary expenses of operating and maintaining the System.

(b) That it will at all times maintain the System in first-class repair and working order and condition.

(c) That it will comply with all provisions and conditions set forth in the Letter of Conditions to effect the closing of the USDA Permanent Loan prior to the maturity of the Notes.

(d) That it will carry full coverage of insurance on the System at all times against those risks and in those amounts normally carried by privately owned public utility companies engaged in the operation of such utilities. Said policies of insurance shall be issued by a responsible insurance company or companies duly licensed to do business under the laws of the State of Louisiana. In case of loss, any insurance money received by the Issuer shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed.

(d) That it will not sell, lease or in any manner dispose of the System or any substantial part thereof, provided that the Issuer may dispose of property which in its judgment is worn-out, unserviceable, unsuitable, or unnecessary in the operation of the System, when other property of equal value is substituted therefor, or the proceeds derived from the disposal of such property are used for constructing and acquiring extensions and improvements to the System or repairing the System.

(e) That except for the USDA Permanent Loan and the Outstanding Parity Bonds, it will not voluntarily create or cause to be created any debt, lien, pledge, mortgage, assignment, encumbrance, or any other charges having priority over or parity with the lien of the Bonds upon the income and revenues of the System pledged as security therefor.

(f) That, to the extent permitted by law, it will not grant a franchise to any other company or organization for operation within the boundaries of the Issuer which would render services or facilities in competition with the System and will oppose the granting of such franchise by any other public body having jurisdiction over such matters.

(g) That, so long as any of the Notes are outstanding and unpaid in principal or interest, the Issuer shall not sell, lease, encumber or in any manner dispose of the System or any substantial part thereof; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in its judgment has become worn out, unserviceable, unsuitable or unnecessary in the operation of the System, when other property of equal value is substituted therefor.

### SECTION 15. Reserved.

**SECTION 16. Ordinance a Contract.** The provisions of this Note Ordinance shall constitute a contract between the Issuer, or its successor, and the Owners from time to time of the Notes, and any such Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Notes.

No material modification or amendment of this Note Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners.

**SECTION 17. Severability; Application of Subsequently Enacted Laws.** In case any one or more of the provisions of this Note Ordinance or of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Note Ordinance or of the Notes, but this Note Ordinance and the Notes shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Note Ordinance which validate or make legal any provision of this Note Ordinance and/or the Notes which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Notes.

**SECTION 18. Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with the Note and having determined the same to be regular, the Notes shall contain the following recital, to-wit:

"It is certified that this Note is authorized by and issued in conformity with the requirements of the constitution and statutes of the State of Louisiana." receiving payment of the principal of and interest on such Note and for all other purposes whatsoever, and to the extent permitted by law, the Issuer shall not be affected by notice to the contrary.

**SECTION 20. Notices to Owners.** Wherever this Note Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Note, at the address of such Owner as it appears in the Note Register. In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Note Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be equivalent of such notice. Waivers of notice by Owners shall be filed with the Issuer, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 21. Cancellation of Notes.** All Notes surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it. The Issuer may at any time cancel any Notes previously registered and delivered

which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be disposed of as directed in writing by the Issuer.

**SECTION 22. Discharge of Resolution; Defeasance.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Notes, at the times and in the manner stipulated in this Note Ordinance, then the pledge of the money, securities, and funds pledged under this Note Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied.

**SECTION 23. Disclosure Under SEC Rule 15c2-12.** It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)], because the Notes are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities; and the Notes are being sold to only one financial institution (i.e., no more than thirty-five persons), which (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Note and (ii) is not purchasing the Note for more than one account or with a view to distributing the Note.

**SECTION 24. Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Note under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Note or any other funds of the Issuer to be used directly or indirectly in the manner, the effect of which would be to cause the Note to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Note in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the Note proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Note in a manner which would cause the Note to be "private activity bonds".

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

**SECTION 25. Qualified Tax-Exempt Obligations.** The Note is designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

(a) the Note is not "private activity bonds" within the meaning of the Code; and

(b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2023 does not exceed \$10,000,000.

**Section 26. Execution of Documents.** In connection with the issuance and sale of the Notes, the Authorized Representative are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel to effect the transactions contemplated by this Note Ordinance, the signatures of the Authorized Representative on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

**Section 27. Electronic Signatures.** This Governing Authority consents and agrees to the execution of documents by electronic signature in accordance with the Louisiana Uniform Electronic Transactions Act (La. R.S. 9:2601, et. seq.), and electronically executed documents are deemed binding and legal on all parties to the extent allowed by the provisions of that act.

**Section 28. Award of Notes.** The Issuer hereby accepts the offer of the Lender to purchase the Notes, as evidenced by the commitment letter of Lender attached as Exhibit "D" hereto. The Notes shall be delivered to the Lender upon disbursements of the principal amount in accordance with Section 2.2 hereof.

**Section 29. Role of Lender.** The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Lender Letter and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Lender Letter, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the Lender Letter and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate.

**Section 29. Privately Negotiated Loan.** The Issuer acknowledges and agrees that the Lender is purchasing the Notes as evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. At closing, the Lender will provide the Lender Letter prior to delivery of the Notes. In the event that SEC Rule 15(c) 2-12 requires information regarding the Notes to be reported to EMMA, the Lender reserves the right to review the submission and request that it be redacted in any manner deemed appropriate; provided however, that notwithstanding the foregoing nothing shall prevent the Issuer from complying with its continuing disclosure obligations pursuant to applicable law.

**SECTION 30. Publication.** A copy of this Note Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer.

**SECTION 31. Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

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**SECTION 32. Effective Date.** This Note Ordinance shall become effective immediately.

The Ordinance having been submitted to a vote, the vote hereon was as follows:

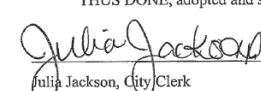
YEAS: Martez Singleton, Dorothy Swayzer, Eddie Dunn, and Jerry Johnson

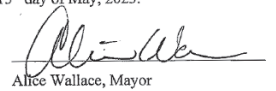
NAYS: None

ABSTAIN: None

ABSENT: Rex McCarthy

THUS DONE, adopted and signed on this 15<sup>th</sup> day of May, 2023.

  
Julia Jackson, City Clerk

  
Alice Wallace, Mayor

STATE OF LOUISIANA  
PARISH OF FRANKLIN

I, the undersigned City Clerk of the City of Winnsboro, State of Louisiana, do hereby certify that the foregoing constitutes a true and correct copy of:

AN ORDINANCE PROVIDING FOR THE INCURRING OF DEBT AND ISSUANCE OF NOT EXCEEDING SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$715,000) OF BOND ANTICIPATION NOTES, SERIES 2022, OF THE CITY OF WINNSBORO, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SAID NOTES; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID NOTES; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; PROVIDING FOR THE ACCEPTANCE OF AN OFFER FOR THE PURCHASE OF SAID NOTES; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

IN FAITH WHEREOF, witness my official signature on this, the 15<sup>th</sup> day of May, 2023.

  
Julia Jackson, City Clerk