# **BRIEFLY:** Local business plans blood drives in Monroe, West Monroe

you can do for your child," said Library Youth Services Coordinator LaKeisha Bosworth. "It helps expand their vocabulary and it creates the perfect opportunity for bonding with your child."

"Finding Kindness" is a picture book that celebrates all the ways people can be kind to one another.

"We thought this was the perfect book for Downtown Story Time Stroll because it tells the importance of community, generosity and good will," Bosworth said.

The book begins at for His temple family foods (315 Wood Street) and ends at The Nude Nomad (222 Trenton Street). After reading the book, families are encouraged to shop local and apply for Library cards at the West Monroe Branch (315 Cypress Street). Anyone who lives or works in Ouachita Parish may receive a Library card, no matter their age. To get a Library card, patrons should bring in proof of identification proof of address to any of the 10 branches in the

"Downtown West Monroe is a walkable, family-friendly community. Downtown Story Time Stroll is a fun way to encourage our community to visit local businesses while fostering a love of reading," said the City of West Monroe's Main Street Director Adrienne LaFrance-Wells.

## **Rick Breen's** to host double blood drives

Rick Breen's Rapid Lube & Wash recently announced plans to host a LifeShare blood drive at its Monroe location (1715 Louisville Ave.) on Saturday, Oct. 3, from 9 a.m.-1 p.m. and at its West Monroe location (120 Well Road) on Saturday, Oct. 10, from 9 a.m.-1

The LifeShare Mobile will set up in the Rick Breen's Rapid Lube & Wash parking lot and accept donations during each event. Participants are asked to set appointments online with LifeShare: Octo-

ber 3rd, donor.lifeshare.org/donor/schedules/drive schedule/216342 and October 10th, donor.lifeshare.org/donor/schedules/ drive\_schedule/216342.

Participants will be given FREE The Works Car Washes by Rick Breen's Rapid Lube and Wash and "Grateful" t-shirts by LifeShare for donating. According to Life-Share, about 1 in 7 people entering a hospital need blood. One blood donation, approximately one pint of blood, can save up to three lives.

"When Hurricane Laura devastated our area, we knew LifeShare would need assistance in restoring their blood supply reserves," said Matt Talbert, General Manager of Rick Breen's Rapid Lube & Wash. "Donating blood can make a life changing difference to the person who receives it."

For more information, go to lifeshare.org or call (318) 322-4445.

LifeShare Blood Center regularly supplies blood components to more than 100 medical facilities throughout Louisiana, East Texas and South Arkansas. Founded in Shreveport, La. in 1942, it is a nonprofit community service provider governed by a volunteer Board of Trustees.

From Page 2B

LifeShare is a member of America's Blood Centers and the American Rare Donor Program, is licensed by the U.S. Food & Drug Administration and accredited by AABB.

Founded in 1985, Rick Breen's Rapid Lube and Wash maintains a grassroots presence with community groups and charities.

Its "Wash Cars. Raise Funds." program continues to create opportunities for local organizations to raise funds for their respective causes.

Rick Breen's Rapid Lube and Wash operates three locations in Monroe, West Monroe and Ruston.

E-mail your local news about community events, church functions and services, student accomplishments and club outings to news@ouachitacitizen.com.

# **PUBLIC NOTICES**

SHERIFF'S SALE

GATEWAY MORTGAGE GROUP, A DIVISION OF GATEWAY FIRST

VS.NO. 20193843

ALVIN WOODS AND LATERICA RICHARDSON WOODS

STATE OF LOUISIANA

PARISH OF QUACHITA FOURTH DISTRICT COURT

By virtue of a WRIT OF SEIZURE AND SALE issued from the Honorable Fourth Judicial District Court in and for the Parish of Ouachita, State of Louisiana, in the above entitled and numbered cause to me directed I have seized and taken into my possession and will offer for sale at the Ouachita Parish Courthouse in the City of Monroe, Louisiana, between the

legal hours of sale on Wednesday, October 07, 2020, beginning at 10:00

A.M., the following described property, to wit: LOT SIXTEEN (16) OF BLOCK TWENTY ONE (21), EXTENSION

NO. 3, LAKESHORE SUBDIVISION, AS PER PLAT ON FILE IN PLAT BOOK 9, PAGE 16 RECORDS OF OUACHITA PARISH, LOUISIANA; SUBJECT TO RESTRICTIONS, SERVITUDES, RIGHTS-OF-WAY AND OUTSTANDING MINERAL RIGHTS OF RECORD AFFECTING THE **PROPERTY** 

Seized as the property of the defendants and will be sold to satisfy said WRIT OF SEIZURE AND SALE and all costs.

Said sale is WITHOUT benefit of appraisement to the last and highest bidder. Terms of sale: Cash or certified funds by 1:00 P.M. on the day of sale for the full amount bid

JAY RUSSELL, SHERIFF

Ouachita Parish

September 03, 2020 & October 01, 2020

SHERIFF'S SALE

BANCORPSOUTH BANK VS.NO. 20202082

THE UNOPENED SUCCESSION OF JAMES EDWARD CUMMINGS STATE OF LOUISIANA

PARISH OF OUACHITA

FOURTH DISTRICT COURT

By virtue of a WRIT OF SEIZURE AND SALE issued from the Honorable Fourth Judicial District Court in and for the Parish of Ouachita, State of Louisiana, in the above entitled and numbered cause to me directed I have seized and taken into my possession and will offer for sale at the Ouachita Parish Courthouse in the City of Monroe, Louisiana, between the legal hours of sale on Wednesday, October 07, 2020, beginning at 10:00 A.M., the following described property, to wit:

LOT 25 OF J.S. JAMES CONSTRUCTION COMPANY, INC., UNIT NO. 2, BEING A SUBDIVISION OF LOTS 4 TO 9, INCLUSIVE, AND LOTS 11 TO 14, INCLUSIVE, OF BLOCK 2 OF THE HIGHLAND SUB-DIVISION OF LOTS 4 AND 5 OF THE KELLER ESTATE, SECTION 4, TOWNSHIP 17 NORTH, RANGE 3 EAST, OUACHITA PARISH, LOU-ISIANA, AS PER PLAT THEREOF FILED IN PLAT BOOK 9, PAGE 23, RECORDS OF OUACHITA PARISH, LOUISIANA; SAID PROPERTY HAS AN ADDRESS OF 805 GARLAND STREET, WEST MONROE, LA

Seized as the property of the defendant and will be sold to satisfy said WRIT OF SEIZURE AND SALE and all costs.

Said sale is WITHOUT benefit of appraisement to the last and highest bidder. Terms of sale: Cash or certified funds by 1:00 P.M. on the day of sale for the full amount bid.

JAY RUSSELL, SHERIFF

Ouachita Parish

Monroe, LA September 03, 2020 & October 01, 2020

SHERIFF'S SALE

(Public Sale Conducted by Sheriff's Office)

FAIRBANKS DEVELOPMENT LLC VS. NO. 20180576

CHARLES WOODROW JOHNSON, JESSICA LYN PETERSEN

STATE OF LOUISIANA

PARISH OF OUACHITA FOURTH DISTRICT COURT

By virtue of and in obedience to a Commission to Sell issued from the Honorable Fourth Judicial District Court in and for the Parish of Ouachita, State of Louisiana, in the above entitled and captioned matter and to me directed, I will offer for sale at the Ouachita Parish Courthouse in the City of Monroe, Louisiana, between the legal hours of sale on Wednesday, November 4, 2020, beginning at 10:00 A.M., the following described

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 15.0 ACRES, MORE OR LESS, SITUATED IN THE S/2 OF SW/4, SECTION 12, TOWNSHIP 18 NORTH, RANGE 1 EAST, OUACHITA PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE SE/4 OF SW/4 OF SECTION 12, T18N, R1E; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SE/4 OF SW/4 A DISTANCE OF 330.28 FEET TO THE INTERSECTION OF THE NORTH LINE OF SAID SE/4 OF SW/4 WITH THE CENTER OF THE OLD BROWN ROAD; THENCE TURNING A DEFLECTION ANGLE OF 91 DEGREES 04' 53" LEFT, CONTINUE SOUTHEASTERLY ALONG THE CENTER OF OLD BROWN ROAD A DISTANCE OF 113.90 FEET; THENCE TURNING A DEFLECTION ANGLE OF 9 DEGREES 00' 50" RIGHT, CONTINUE SOUTHWESTERLY ALONG THE CENTER OF OLD BROWN ROAD A DISTANCE OF 186.10 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN 10.0 ACRE TRACT CONVEYED HOWARD BAILEY, AS PER DEED RECORDED IN CONVEYANCE BOOK 1439, PAGE 346, RECORDS OF OUACHITA PARISH, LOUISIANA; THENCE TURN-ING A DEFLECTION ANGLE OF 82 DEGREES 04' 03" RIGHT, CON-TINUE WESTERLY ALONG THE SOUTH LINE OF SAID BAILEY 10.0 ACRE TRACT A DISTANCE OF 760.47 FEET; THENCE TURNING A DEFLECTION ANGLE OF 49 DEGREES 32' 00" LEFT, CONTINUE SOUTHWESTERLY A DISTANCE OF 78.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 380.09 FEET; THENCE TURNING A DEFLECTION ANGLE OF 17 DEGREES 34' 00" RIGHT, CONTINUE SOUTHWESTERLY A DISTANCE OF 218.22 FEET, THENCE TURNING A DEFLECTION ANGLE OF 58 DEGREES 02' 00" LEFT, CONTINUE SOUTHERLY A DISTANCE OF 558.73 FEET TO THE SOUTH LINE OF SAID S/2 OF SW/4; THENCE TURNING A DEFLECTION ANGLE OF 89 DEGREES 33' 10" LEFT, CONTINUE EASTERLY ALONG THE SOUTH LINE OF SAID S/2 OF SW/4 A DIS-

TANCE OF 1301.85 FEET TO THE CENTER OF OLD BROWN ROAD: THENCE TURNING A DEFLECTION ANGLE OF 105 DEGREES 112' 34" LEFT, CONTINUE NORTHWESTERLY ALONG THE OLD BROWN ROAD A DISTANCE OF 61.72 FEET; THENCE TURNING A DEFLECTION ANGLE OF 8 DEGREES 19' 21" RIGHT, CONTINUE NORTHWESTERLY ALONG THE OLD BROWN ROAD A DISTANCE OF 200.54 FEET; THENCE TURNING A DEFLECTION ANGLE OF 83 DEGREES 33' 37" LEFT, CONTINUE WESTERLY A DISTANCE OF 663.60 FEET; THENCE TURNING A DEFLECTION ANGLE OF 90 DEGREES 00' 00" RIGHT, CONTINUE NORTHERLY A DISTANCE OF 714.64 FEET; THENCE TURNING A DEFLECTION ANGLE OF 90 DEGREES 00' LEFT, CONTINUE WESTERLY A DISTANCE OF 168.18 FEET TO THE POINT OF BEGINNING AND BEING SUBJECT TO THE RIGHT OF WAY OF OLD BROWN ROAD AND A 30 FOOT WIDE SERVITUDE ALONG THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY FOR A PROPOSED 60 FOOT WIDE RIGHT OF WAY FOR INGRESS AND EGRESS

A CERTAIN LOT OR PARCEL OF GROUND BEING SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 OF NW/4 ) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 1 EAST, OUACHITA PARISH, LOUISIANA AND BEING MORE PARTIC-ULARLY DESCRIBED AS FOLLOWS, TO-WIT:

ALL THAT PART OF THE EAST 740 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 OF NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 1 EAST, OUACHITA PARISH, LOUISIANA LYING WEST OF THE CEN-TERLINE OF A PARISH ROAD KNOWN AS OLD BROWN ROAD, AND CONTAINING TEN (10) ACRES, MORE OR LESS

A CERTAIN TRACT OR PARCEL OF LAND LYING IN THE NORTH-EAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 1 EAST, OUACHITA PARISH, LOUISIANA, CONTAINING 8.8 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N/2 OF NE/4 OF NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 1 EAST, OUACHITA PARISH, LOUI-SIANA, LESS AND EXCEPT THE EAST 740 FEET THEREOF

The above said property to be sold for the purpose of effecting a partition between the co-owners undivided interests herein: FAIRBANKS DEVELOPMENT LLC, CHARLES WOODROW JOHNSON, & JESSICA LYN PETERSEN, same to be sold for cash to the last and highest bidder. The property interests will be sold subject to any outstanding tax sale interests and tax liabilities burdening the property as shown on the property records. Terms of sale: Cash or certified funds by 1:00 P.M. on the date of sale for the full amount bid.

JAY RUSSELL, SHERIFF OUACHITA PARISH Monroe, LA

 $10/1/2020 \ \& \ 10/29/2020$ 

SHERIFF'S SALE MARION STATE BANK VS.NO. 20201837 HARRIS LEDOUX, LLC STATE OF LOUISIANA

PARISH OF OUACHITA

FOURTH DISTRICT COURT By virtue of a WRIT OF SEIZURE AND SALE issued from the Honorable Fourth Judicial District Court in and for the Parish of Ouachita, State of Louisiana, in the above entitled and numbered cause to me directed I have seized and taken into my possession and will offer for sale at the Ouachita Parish Courthouse in the City of Monroe, Louisiana, between the

A.M., the following described property, to wit: PARCEL 1: LOT B OF THE RESUBDIVISION OF PARTS OF LOTS  $5\,$ AND 6 OF BLOCK 6 OF UNIT 2, MCGUIRE'S HIGHLAND PARK SUB-DIVISION IN WEST MONROE, LOUISIANA, AS PER PLAT RECORD-ED UNDER DATE REGISTRY NO. 1717822, RECORDS OF OUACHITA PARISH, LOUISIANA.

legal hours of sale on Wednesday, November 4, 2020 beginning at 10:00

MUNICIPAL ADDRESS: 2630 NORTH 9TH STREET, WEST MON-ROE, LA 71291.

PARCEL 2: LOT SIX (6) OF BLOCK SIX (6) OF H.M. MCGUIRE'S HIGHLAND PARK ADDITION UNIT NO. 2; TO THE CITY OF WEST MONROE, LOUISIANA, OF RECORD IN PLAT BOOK 5, PAGE 21 OF THE RECORDS OF OUACHITA PARISH, LOUISIANA; SAID LOT BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF BLOCK 6; THENCE RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF ARKANSAS ROAD A DISTANCE OF 76.87 FEET; THENCE BACK INTO SAID SQUARE 6 IN A SOUTHERLY DIRECTION BETWEEN PARALLEL LINES, ONE OF WHICH IS THE EASTERLY LINE OF NORTH 9TH STREET A DISTANCE OF 234.27 FEET ON THE EAST-ERLY LINE OF NORTH 9TH STREET; WHICH PROPERTY RUSSELL THOMAS LOLLEY AND JOSEPHINE EMBANATO LOLLEY AC-QUIRED FROM H.M. MCGUIRE BY DEED DATED NOVEMBER 19, 1938, IN CONVEYANCE BOOK 270, PAGE 411 OF THE RECORDS OF OUACHITA PARISH, LOUISIANA;

A PORTION OF LOT 5, BLOCK 6 H.M. MCGUIRE'S HIGHLAND PARK, UNIT NO. 2 IN SECTIONS 37, 38 AND 39, T18N R3E, OUACHITA PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 5, RUN IN AN EASTERLY DIRECTION ALONG THE NORTHERLY LINE OF LOT 5 AND THE SOUTHERLY LINE OF ARKANSAS ROAD, A DISTANCE OF 33 FEET; THENCE IN A SOUTHERLY DIRECTION A DISTANCE OF 212.6 FEET TO THE SOUTHWEST CORNER OF LOT 5, THENCE IN A NORTHERLY DIRECTION ALONG THE LINE BE-TWEEN LOTS 5 AND 6, A DISTANCE OF 217.42 FEET TO THE POINT OF BEGINNING; WHICH PROPERTY RUSSELL THOMAS LOLLEY, MARRIED TO MRS. JOSEPHINE E. LOLLEY, ACQUIRED FROM WILEY T. SONES, MARRIED TO MRS. WINNIE SONES, BY ACT BE-FORE B.S. MCRANEY, NOTARY PUBLIC, DATED MARCH 15, 1955, IN CONVEYANCE BOOK OF THE RECORDS OF OUACHITA PARISH, LOUISIANA. BEING THE SAME PROPERTY BEARING MUNICIPAL ADDRESS

821 ARKANSAS ROAD, WEST MONROE, LOUISIANA.

ONE (1) CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH ALL THE IMPROVEMENTS SITUATED THEREON, AND ALL

THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES AND ADVANTAG-ES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN SECTION 37, TOWNSHIP 18 NORTH, RANGE 3 EAST, LAND DISTRICT NORTH OF RED RIVER, OUACHITA PARISH, LOU-ISIANA, IDENTIFIED AS PARCEL NO. 35-3, SHEET NO. 35 OF THE PROPERTY MAP FOR STATE PROJECT NO. H.002622.3 (324-02-0008), F.A.P. NO. 3707(509), CALDWELL ROAD - LA 143, ROUTE LA 616 (ARKANSAS ROAD), OUACHITA PARISH, PREPARED BY PAUL D. FRYER, PROFESSIONAL LAND SURVEYOR, DATED 4/24/12, SAID MAP BEING ATTACHED HERETO AND MADE A PART HERE-OF, WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED AS

PARCEL NO. 35-3

SEC 37, T18N, R3E

FROM A POINT ON THE CENTERLINE OF STATE PROJECT NO. H.002622. AT STATION 181+65.28. PROCEED S 00 DEGREES 23' 42"W, A DISTANCE OF 26.45 FEET TO THE POINT OF BEGIN-NING; THENCE PROCEED S76 DEGREES 56' 24" E A DISTANCE OF 109.87 FEET TO A POINT AND CORNER; THENCE PROCEED S09 DEGREES 06' 16" W A DISTANCE OF 29.22 FEET TO A POINT AND CORNER; THENCE PROCEED N76 DEGREES 57' 48" W A DISTANCE OF 61.56 FEET TO A POINT AND CORNER; THENCE PROCEED S 56 DEGREES 02' 13" W A DISTANCE OF 45.92 FEET TO A POINT AND CORNER; THENCE PROCEED S 07 DEGREES 14' 35" W A DISTANCE OF 40.23 FEET TO A POINT AND CORNER; THENCE PROCEED N 00 DEGREES 23' 42" E A DISTANCE OF 105.35 FEET TO THE POINT OF BEGINNING. ALL OF WHICH COMPRISES PARCEL 35-3 AS SHOWN, ON SHEET 35 OF THE RIGHT OF WAY PLANS OF STATE PROJECT NO. H.002622, AND CONTAINS AN AREA OF 4054.4 SQUARE FEET OR 0.093 ACRES.

AND LESS AND EXCEPT:

LOT B OF THE RESUBDIVISION OF PARTS OF LOTS 5 AND 6 OF BLOCK 6 OF UNIT 2, MCGUIRE'S HIGHLAND PARK SUBDIVISION IN WEST MONROE, LOUISIANA, AS PER PLAT RECORDED UNDER DATE REGISTRY NO. 1717822, RECORDS OF OUACHITA PARISH, LOUISIANA.

MUNICIPAL ADDRESS: 2630 NORTH 9TH STREET, WEST MON-ROE, LA 71291.

Seized as the property of the defendant and will be sold to satisfy said WRIT OF SEIZURE AND SALE and all costs.

Said sale is WITH benefit of appraisement to the last and highest bidder. Terms of sale: Cash or certified funds by 1:00 P.M. on the day of sale for the full amount bid.

JAY RUSSELL, SHERIFF Ouachita Parish

Monroe, LA

October 1, 2020 & October 29, 2020

SHERIFF'S SALE

BANKUNITED N.A. VS.NO. 20202159

THE UNOPENED SUCCESSION OF DARLIN DENISE WILHITE CICCIO (AKA DARLIN DENISE WILHITE, DARLIN DENISE CICCIO, DARLIN D CICCIO, DARLIN WILHITE CICCIO) AND THE OPENED SUCCESSION OF FRANK JOSEPH CICCIO (AKA FRANK J CICCIO) AND CHASTITY D CICCIO AND DESIREE F CICCIO AND GABRIELE L CICCIO

STATE OF LOUISIANA

PARISH OF OUACHITA FOURTH DISTRICT COURT

By virtue of a WRIT OF SEIZURE AND SALE issued from the Honorable Fourth Judicial District Court in and for the Parish of Ouachita, State of Louisiana, in the above entitled and numbered cause to me directed I have seized and taken into my possession and will offer for sale at the Ouachita Parish Courthouse in the City of Monroe, Louisiana, between the legal hours of sale on Wednesday, November 04, 2020, beginning at 10:00 A.M., the following described property, to wit:

Lot 69, less and except the Westerly 10 feet of Sherwood Forest Subdivision, Extension 4, in Section 20, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, as per plat in Plat Book 10, Page 134, records of Ouachita Parish, Louisiana, together with all improvements situated thereto belonging.

LESS AND EXCEPT:

One (1) certain tract or parcel of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ouachita, State of Louisiana, and in Section 20, Township 18N, Range R3E, North of Red River Land District, identified as Parcel No. 8-6, on a white print of a plat of survey, consisting of Sheet Nos. 8 and 9, made by Paul D. Fryer, Registered Land Surveyor, dated April 24, 2012, revised, annexed to the above numbered and entitled suit, said tract or parcel being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

From a point on the centerline of State Project No. H.002622, at the Highway Survey Station 48+98.91, proceed North 00 degrees 06' 14" West a distance of 47.47 feet to the Point of Beginning; thence proceed North 00 degrees 06' 14" West a distance of 7.59 feet to a point and corner; thence proceed along a curve to the left having a radius of 3045.00 feet, whose length is 87.31 feet and whose chord length is 87.31 feet and bears North 86 degrees 17' 04" East to a point and corner; thence proceed North 37 degrees 34' 53" East a distance of 40.06 feet to a point and corner; thence proceed North 16 degrees 44' 28" East a distance of 22.45 feet to a point and corner; thence proceed South 10 degrees 52' 08" a distance of 61.87 feet to a point and corner; thence proceed South 85 degrees 21' 52" West a distance of 69.60 feet to a point and corner; thence proceed South 89 degrees 53' 46" West a distance of 60.30 feet to the Point of Beginning. All of which comprises Parcel 8-6 as shown on Sheets 8 and 9 of the Right of Way Plans of State Project No. H.002622, and contains an area of approximately 2177.1 square feet of 0.050 of an acre.

Which has the address of 2432 Arkansas Road, West Monroe, LA 71291. Seized as the property of the defendants and will be sold to satisfy said WRIT OF SEIZURE AND SALE and all costs.

Said sale is WITHOUT benefit of appraisement to the last and highest bidder. Terms of sale: Cash or certified funds by 1:00 P.M. on the day of sale for the full amount bid. JAY RUSSELL, SHERIFF

(Continued to Page 6B)

### (Continued from Page 5B)

Ouachita Parish Monroe, LA

October 01, 2020 & October 29, 2020

#### RESOLUTION

A resolution to certify the existence of a public emergency and to provide notice of such emergency as required by R.S. 38:2212 P.

WHEREAS, on September 22, 2020 the Chiller/HVAC system at Lenwil Elementary School, Ouachita Parish is no longer functioning as designed and cannot be repaired creating no conditioned and circulating air within Lenwil Elementary School, Ouachita Parish.

WHEREAS, Louisiana R.S. 38:2212 P (1) provides that advertisement for public bids shall not apply in public emergencies.

BE IT RESOLVED AND ORDAINED that the Ouachita Parish School Board, at a legally convened meeting, hereby certifies that a public emergency exists because of the health risk associated with no circulating and conditioned air as it pertains to exposure from Covid 19, which requires immediate action to repair, to purchase and install materials or supplies and to engage contractors to perform public works without the necessity of complying with the formalities of Louisiana R.S. 38:2211, et seq., through 38:2212.1, et seq., for the purposes of securing and installing a new Chiller/ HVAC System for Lenwil Elementary School, Ouachita Parish.

BE IT RESOLVED AND ORDAINED that the Ouachita Parish School Board authorizes its Superintendent of Schools, Dr. Don Coker, upon consultation with board legal counsel to negotiate contracts for replacement of the Chiller/HVAC system at Lenwil Elementary School, Ouachita Parish caused by the breakdown of the existing Chiller/HVAC system at Lenwil Elementary School, Ouachita Parish.

BE IT FURTHER RESOLVED AND ORDAINED that notice of the provisions contained in this resolution shall be published in the official journal of the Ouachita Parish School Board.

Upon roll call, the following votes were tabulated:

**YEAS:** 7 NAYS: 0

ABSENT: 0

AND THE RESOLUTION was declared adopted on this the 29th day of September, 2020

Jerry R Hicks, President

Dr. Don Coker, Superintendent

Secretary/Treasurer

**OUACHITA PARISH SCHOOL BOARD** 

10/1,10/8

#### PUBLIC NOTICE

The Ouachita Parish Police Jury will hold a Public Hearing at 5:30 p.m. on October 5, 2020, concerning proposed Ordinance No. 9350, "An Ordinance to authorize an Act of Sale by the Parish of Ouachita to sell certain adjudicated properties (Parcels 125466, 20393, 53441, 77734, 8881, 14856, 72925 & 73787) by public auction" said hearing to be held in the Ouachita Parish Police Jury Meeting Room (Courtroom No. 3) in the Ouachita Parish Courthouse, 301 South Grand, Monroe, LA 71201.

All interested parties are urged to attend.

Karen Cupit

Recording Secretary 10/1

#### PUBLIC NOTICE

The Ouachita Parish Police Jury will hold a Public Hearing at 5:30 p.m. on October 5, 2020, concerning proposed Ordinance No. 9351, "An Ordinance revoking the westernmost portion of Lucky Lane" said hearing to be held in the Ouachita Parish Police Jury Meeting Room (Courtroom No. 3) in the Ouachita Parish Courthouse, 301 South Grand, Monroe, LA 71201.

All interested parties are urged to attend. Karen Cupit

Recording Secretary

## PUBLIC NOTICE

The Ouachita Parish Police Jury will hold a Public Hearing at 5:30 p.m. on October 5, 2020, concerning proposed Ordinance No. 9352, "An Ordinance amending Section 14-1 of the Compiled Ordinances of the Ouachita Parish Police Jury, to establish a speed limit of fifteen (15) miles per hour for Meadowlark Drive" said hearing to be held in the Ouachita Parish Police Jury Meeting Room (Courtroom No. 3) in the Ouachita Parish Courthouse, 301 South Grand, Monroe, LA 71201.

All interested parties are urged to attend.

Karen Cupit

ing Secretary 10/1

## PUBLIC NOTICE

NOTICE is hereby given that the Historic Preservation Commission of the City of West Monroe will meet in legal session on Monday, October 5, 2020, at 5:30 pm in the Council Chambers of West Monroe City Hall, 2305 North 7th Street, to review the following applications:

COA-20-70000008

JAC's Craft Smokehouse Property Owner: MAD Property Investments

401 Trenton Street

Requesting Certificate of Appropriateness for Signage

in the Cottonport Historic District.

The public is invited to attend this meeting. 9/17,9/24,10/1

PUBLIC NOTICE

NOTICE is hereby given that the Board of Adjustments of the City of West Monroe will meet in \*special legal session on Monday, October 12, 2020, at 5:00 PM in the Council Chambers of West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following

application: VAR-20-20000005

Gene's Tires M&A Investment Properties of West Monroe LLC

2202 Cypress Street

Parcel: R73546 Requesting: Side Yard Variance from required 20 feet

to 10 feet on Lee Street per Sec 12-5024 (b) in a B-3 (General Business)

District for Commercial Development.

The public is invited to attend. 9/24,10/1,10/8

# PUBLIC NOTICE

NOTICE is hereby given that the Planning Commission of the City of West Monroe will meet in legal session on Monday, October 19, 2020, at 5:00 p.m. in the Council Chambers at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following application(s):

PASE-20-15000001 K.Miller Realty & Investments

Kristi Kalt

215 Moreland Drive

Parcel: 38423

Lot 8 Sq 4 Westwood Heights Addn.

Requesting: Planning Approval / Special Exception for Class B Mobile Home (15 x 68) in an R-1 (Single Family Residential) District per Section 12:5012(a)(3). The West Monroe Board of Adjustments will hear this case on October 12, 2020.

The public is invited to attend.

10/1,10/8,10/15

## NOTICE

West Monroe Convention Center Catering, LLC, DBA The Ike Hamilton Expo Center, is applying to the Office of Alcohol & Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the City of West Monroe, Parish of Ouachita, at the following address: 501 Mane Street, West Monroe, LA., 71291.

West Monroe Convention Center Catering, LLC DBA The Ike Hamilton Expo Center

Mayor Staci Mitchell, member

THE FOURTH JUDICIAL DISTRICT COURT FOR THE PARISH OF OUACHITA STATE OF LOUISIANA THE SUCCESSION OF FRANKLIN ROOSEVELT BUCHANAN **DOCKET NO. 20-1830** 

NOTICE OF APPLICATION FOR AUTHORITY

TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

Notice is given that the Executor of this succession has petitioned this court for authority to sell the one-half (1/2) interest in certain immovable property belonging to this succession to HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF OUACHITA, STATE OF LOUISIANA at private sale for the price and sum of SEVENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$72,500.00) DOLLARS, being one-half of the total sales price for the whole of the immovable property, all subject to the terms and conditions as set forth in that petition. The description of the immovable property purposed to be sold at private sale is described as follows, to-wit:

Lot Eleven (11) of Block Fourteen (14) of the Splane Place Addition to the City of West Monroe, Louisiana, in Sections Thirty-Eight (38), Thirty-Nine (39) and Forty (40), Township Eighteen (18) North, Range Three (3) East, as per plat of said Addition on file in Plat Book 5, page 11 of the records of Ouachita Parish, Louisiana; together with all improvements located thereon and all appurtenances thereunto belonging; and, being the same property acquired from Mrs. Blanche Baugh Sweet by deed dated September 21, 1954, and recorded September 22, 1954, as Document Number 393822 in Conveyance Book 553, page 737 of the records of Ouachita Parish, Louisiana

Municipal address: 325 Circle Drive, West Monroe, LA 71291

Any heir or creditor who opposes the proposed sale must file his opposition within seven (7) days from the day on which the last publication of this notice appears.

9/10,10/1

THE FOURTH JUDICIAL DISTRICT COURT FOR THE PARISH OF OUACHITA

STATE OF LOUISIANA

THE SUCCESSION OF SHIRLEY JEAN ALLEN BUCHANAN

DOCKET NO. 18-1692

NOTICE OF APPLICATION FOR AUTHORITY TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

Notice is given that the Executor of this succession has petitioned this ourt for authority to sell the one-half (1/2) interest in certain immovable property belonging to this succession to HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF OUACHITA, STATE OF LOUISIANA at private sale for the price and sum of SEVENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$72,500.00) DOLLARS, being one-half of the total sales price for the whole of the immovable property, all subject to the terms and conditions as set forth in that petition. The description of the immovable property purposed to be sold at private sale is described

Lot Eleven (11) of Block Fourteen (14) of the Splane Place Addition to the City of West Monroe, Louisiana, in Sections Thirty-Eight (38), Thirty-Nine (39) and Forty (40), Township Eighteen (18) North, Range Three (3) East, as per plat of said Addition on file in Plat Book 5, page 11 of the records of Ouachita Parish, Louisiana; together with all improvements located thereon and all appurtenances thereunto belonging; and, being the same property acquired from Mrs. Blanche Baugh Sweet by deed dated September 21, 1954, and recorded September 22, 1954, as Document Number 393822 in Conveyance Book 553, page 737 of the records of

Ouachita Parish, Louisiana Municipal address: 325 Circle Drive, West Monroe, LA 71291

Any heir or creditor who opposes the proposed sale must file his opposition within seven (7) days from the day on which the last publication of this notice appears.

9/10,10/1

## PUBLIC NOTICE

According to Louisiana Housing Corporation Guidelines, Sterlington Senior Living, L.P. hereby provides Public Notice of its intent to construct and develop up to 60 two-bedroom housing units designed for senior citizens within Sterlington city limits. The project will be located southwest of the intersection of Highway 2 and Highway 165. The development name is Sterlington Senior Living and construction for the new development is projected to cost between \$8-\$12 million. The development will include community facilities, security cameras, playgrounds and other benefits for residents to enjoy. The developers intend to apply for 9% tax credits provided by the Louisiana Housing Corporation. If successful, Sterlington Senior Living will be financed with a combination of equity proceeds from the sale of tax credits, combined with a conventional long-term mortgage and deferred developer fees. Once the development is approved by the Louisiana Housing Corporation, work will begin on constructing Sterlington Senior Living. To the extent possible, developers will utilize materials and supplies from local businesses in order to benefit the local economy.

9/17,9/24,10/1

TOWN & COUNTRY DRAINAGE DISTRICT NO. 1 OUACHITA PARISH, LOUISIANA

NOTICE OF INTENT TO CONSTRUCT AND FINANCE REPAIRS

## IMPROVEMENTS TO LEVEES AND DRAINAGE SYSTEM

The Board of Commissioners of Town and Country Drainage District No. 1 of Ouachita Parish, Louisiana, pursuant to the authority of Louisiana Revised Statutes, 38:1674.2 hereby gives formal notice of its intent to construct and make improvements to the existing drainage and levee system, specifically, replacement of an unrepairable pump and also repair of the pump's electrical motor. This was authorized by the Board of Commissioners on September 15, 2020 during an emergency meeting and also its intent to levy special assessments on each property owner's lot not to exceed \$.02218959 per square foot that will be used to pay for these repairs and improvements. Any objections will be received by the Board of Commissioners at 4315 Sterlington Road, Monroe, Louisiana at any time during the next three weeks or at the next Drainage Board meeting on

Monday, October 5, 2020 at 3:00 PM. Bids are being accepted over the next three weeks; for specifications contact Board Member Brandon Muey at 318-537-1903.

This September 15, 2020 WES BROCKMAN, President

**Board of Commissioners** 9/17,9/24,10/1

NAME OF THE PROJECT OWNER: Arbours at West Monroe, LLC THE PROJECT NAME: Arbours At West Monroe

THE PROJECT ADDRESS OR LOCATION: N. Hilton St. West Monroe, LA

10

THE MAXIMUM NUMBER OF UNITS: 48

THE MIX OF UNITS: 2 Bedroom/ 1 Bath

3 Bedroom/ 2 Bath

38 THE NATURE OF THE PROJECT: Proposed 48 unit family develop-

STATE THE PROJECT IS COMPETING FOR TYPE OF CREDITS: Project will be financed with 9% tax credits, from Louisiana Housing Cor-

poration as well as other private financing sources.  ${\tt TOTAL\,DEVELOPMENT\,COSTS\,INCLUDING\,FUNDING\,SOURCES}$ AND AMOUNTS

Total Development Costs \$10,000,000 Sources:

Tax-Credits \$8,700,000 Perm Loan \$1,800,000 10/1,10/8,10/15

Public Notice for Claiborne Gardens

Project Owner: Claiborne Gardens 2021, LP Managing General Partner: Claiborne Gardens 2021 GP, LLC Project Name: Claiborne Gardens

Project Location: +/- 10 acres located on vacant land at 449 Wallace

Dean Road, West Monroe, LA 71291 Number of Units: There will be 52 townhome style residences with 1

office/community facility and support services will be provided. Unit Mix: Claiborne Gardens will feature fifty, three bedroom two bath-

room homes, and two, two bedroom, two bathroom homes. Nature of the Project: The project is a New Construction LIHTC development with a community facility. Claiborne Gardens will target families earning at or below 60% of the area median income, including PSH eligible households. The owner is competing for highly competitive 9% Tax Credits allocated through the Louisiana Housing Corporation. The approximately \$9,000,000 development will be constructed with the highest quality materials and will include extensive landscaping. The property will be professionally managed and maintained, and will be great compliment to the surrounding area.

Rents: The average proposed rents will be around \$650/month for the

three-bedroom units and \$150 for the two-bedroom units

Total Development Cost: Approximately \$9,194,182

Project Funding: First Mortgage of \$1,318,243 Private Equity of \$7,829,217

Owner Contribution of \$46,722

Total Sources: \$9,194,182

10/1,10/8,10/15

PUBLIC NOTICE Project: Nathan Village

Applicant Name: BAH Nathan Village, Ltd. Project Address: 9.03 Acres located at 118 North Hilton Street, West

Monroe, Ouachita Parish, Louisiana 71291 Total Units: 56 Unit Multifamily Apartment Housing for Families (1, 2,

and 3 Bedroom Units) The project owner is proposing a new construction 56-unit Multifamily Apartment development. The development will consist of a community facility and supportive services which will be available for the tenants. The

applicant is competing for a reservation of 9% LIHTC's provided by Loui-

siana Housing Corporation. The total estimated development cost is \$10,100,000. The development will be funded with private financing and equity proceeds from the sale of Low Income Housing Tax Credits and other financing provided from the

Louisiana Housing Corporation as follows (Amounts are estimated): Conventional Financing \$1,200,000 LIHTC Equity \$8,700,000 Other: Deferred Dev. Fees \$200,000 Other: Total sources of funds \$10,100,000 10/1,10/810/15

PUBLIC NOTICE

The Peaks of Sterlington, LP will be applying to the Louisiana Housing Corporation to compete for 9% Tax Credits in the 2021 LIHTC funding round. The community is to be named Peaks of Sterlington and is located along Parrots Beak Road, Sterlington, Ouachita Parish. The community will be <30 apartment units (8 one-bedroom / 22 two-bedroom) of new construction multi-family for elderly residents age 55+. Peaks of Sterlington will have a community facility and provide supportive services to serve the tenant base in keeping with HUD regulations (i.e. health/wellness/ financial classes, social/recreational programs, and medical service connections), high-speed internet hook-ups, community gardens, security, and onsite management maintenance. This will be a 100% Tax Credit development with incomes at or below 70% of the Area Median Income. The proposed project development cost is estimated not to exceed \$8.0M, to be funded through investor equity, conventional loan(s), and owner contribu-

tions, or other soft funds. 10/1,10/8,10/15

## NOTICE

Pine Hollow 2021 Limited Partnership is proposing to acquire and substantially rehabilitate the Pine Hollow Apts., an existing 64-unit family apartment complex located at 107 Norris Lane, West Monroe, LA 71291, Ouachita Parish. This project will be comprised of 8 one-bedroom units, 40 two-bedroom units, and 17 three-bedroom units. Maximum number of units will be 65 units. This project will serve primarily families, including veterans, disabled households, and households with children through the provision of a community facility and/or associated supportive services tailored to household needs. This project is competing for 9% Tax Credits provided by the Louisiana Housing Corporation. The estimated total development cost is \$9,124,717 and to be financed with a \$1,657,099 USDA, Rural Development Section 515 first mortgage loan, \$7,055,456 in equity generated primarily from the Tax Credits, \$14,496 developer loan, and \$397,666 owner reserves contribution.

10/1,10/8,10/15

PARISH OF OUACHITA

PUBLIC NOTICE Parcel# 49905

Notice is hereby given that the Parish of Ouachita has received a request to sell their respective tax interest in the following listed property. This property has previously been adjudicated to the Parish of Ouachita for unpaid taxes. A public sale of this property will begin at 10:00 A.M. on October 6, 2020 at the Ouachita Parish Police Jury, 300 St. John Street, Suite 200, Monroe, LA 71201. The minimum bid has been set at \$100. Anyone intending to bid must hand deliver your intent letter and processing fee to E & P Consulting Services, LLC, 1300 Hudson Lane, Suite 5, Monroe, Louisiana 71201 by October 1, 2020. NO faxed, telephoned, mailed or any kind of electronic submission of intent to bid will be accepted. Any intent to bid letter received by the above deadline will allow 1 party into the bid session. If more than one offer for any particular piece of property is received, all parties who have submitted a written offer will be allowed to bid on the property.

For additional information, please contact Parish Adjudicated Property Program at E & P Consulting, LLC: 318-807-0924 or Parishpropertyinfo@escamillaponeck.com

LOT 4, SQ 6, FILHIOLS 4TH ADDITION Municipal Address: 1907 Adams Street, Monroe, 9/3,10/1

PARISH OF OUACHITA

PUBLIC NOTICE Parcel# 51408

Notice is hereby given that the Parish of Ouachita has received a request to sell their respective tax interest in the following listed property. This property has previously been adjudicated to the Parish of Ouachita for unpaid taxes. A public sale of this property will begin at 10:00 A.M. on October 2, 2020 at the Ouachita Parish Police Jury, 300 St. John Street, Suite 200, Monroe, LA 71201. The minimum bid has been set at \$1,261.85. Anyone intending to bid must hand deliver your intent letter and processing fee to E & P Consulting Services, LLC, 1300 Hudson Lane, Suite 5, Monroe, Louisiana 71201 by August 14, 2020. NO faxed, telephoned, mailed or any kind of electronic submission of intent to bid will be accepted. Any intent to bid letter received by the above deadline will allow 1 party into the bid session. If more than one offer for any particular piece of property is received, all parties who have submitted a written offer will

be allowed to bid on the property. For additional information, please contact Parish Adjudicated Property Program at E & P Consulting, LLC: 318-807-0924 or Parishpropertyin-

fo@escamillaponeck.comLegal Description - Lots 17 & 18, Square 2, Atkins Addition to Monroe,

No Municipal Address: Located on May Street, Monroe, LA

PARISH OF OUACHITA

PUBLIC NOTICE

Parcel# 72336 Notice is hereby given that the Parish of Ouachita has received a re-

quest to sell their respective tax interest in the following listed property. This property has previously been adjudicated to the Parish of Ouachita for unpaid taxes. A public sale of this property will begin at 10:00 A.M. on November 3, 2020 at the Ouachita Parish Police Jury, 300 St. John Street, Suite 200, Monroe, LA 71201. The minimum bid has been set at \$1,333.33. Anyone intending to bid must hand deliver your intent letter and processing fee to E & P Consulting Services, LLC, 1300 Hudson Lane, Suite 5, Monroe, Louisiana 71201 by October 29, 2020. NO faxed, telephoned, mailed or any kind of electronic submission of intent to bid will be accepted. Any intent to bid letter received by the above deadline will allow 1 party into the bid session. If more than one offer for any particular piece of property is received, all parties who have submitted a written offer will be allowed to bid on the property.

For additional information, please contact Parish Adjudicated Property Program at E & P Consulting, LLC: 318-807-0924 or Parishpropertyinfo@escamillaponeck.com

Parcel# 72336

Legal Description: Lot 5, Square 1, Renwick Subdivision of south end of Lot 25 and 26 in Stubb's Young Bayou Addition as per plat thereof in Official Plat Book 2, page 37, of the records of Ouachita Parish, Louisiana. Municipal Address: 2315 Grammont Street, Monroe, LA

10/1,10/29

NOTICE Parcel No. 14856 Current Owner and/or Resident

(Continued to Page 7B)

### (Continued from Page 6B)

Leon McDonald

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPER-TY LOCATED IN OUACHITA PARISH, LOUISIANA MAY BE TERMI-NATED BY OPERATION OF LAW IF YOU DO NOT TAKE FURTHER ACTION IN ACCORDANCE WITH LAW:

Municipal Address: 2009 Conover, Monroe, LA

Legal Description: Lot One (1), Block Three (3) of F.C. Terzia's George Washington Carver Paradise Addition, Ouachita Parish, Louisiana, as per plat on file and record in Plat Book 7, Page 7, in the Clerk's office of Ouachita Parish, Louisiana

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

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 sixty (60) days of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102 Monroe, LA 71201 318 - 329 - 128010/1

NOTICE Parcel No. 28450

Current Owner and/or Resident **Bobby Ray Smith** 

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPER-TY LOCATED IN OUACHITA PARISH, LOUISIANA MAY BE TERMI-NATED BY OPERATION OF LAW IF YOU DO NOT TAKE FURTHER ACTION IN ACCORDANCE WITH LAW:

Municipal Address: 1910 US Hwy 80 E, Calhoun, LA 71225

Legal Description: A certain tract or parcel of land situated in the SE 1/4 of the SE ¼ of Section 20, Township 18 North, Range 2 East, particularly described as follows, to-wit:

Commencing at a point on the South line of the Dixie Overland Highway (U.S. Highway 80) which is fifty yards East of the West line of the SE ¼ of the SE ¼ of said section, said point being the northeast corner of a tract sold by E.R. Hamilton to Mrs. Thelma Camp by deed recorded in conveyance book 269, page 627 of the records of Ouachita Parish, Louisiana, thence run easterly along the south line of the said highway 80 to the northwest corner of a tract sold by Mrs. M.R. Ashe to J.A. Saint by deed recorded in conveyance book 235, page 405 of the records of the aforesaid parish (said point being 210 yards west of the East line of the aforesaid forty acre tract), thence run west along the said south line of said highway 80 a distance of one hundred feet FOR THE POINT OF BEGINNING PROPER; thence fronting westerly along the south line of said highway a distance of eighty-eight (88) feet, thence running back in a southerly direction between parallel lines which are perpendicular to or at right angles with the south line of said highway 80, a distance of one hundred twenty-eight feet, and being a portion of the property acquired by Clinton G. Cupples from A.C. Cupples by deed dated October 15, 1951 and recorded in conveyance book 488 at page 605, Ouachita Parish, Louisiana.

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

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 six (6) months of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102 Monroe, LA 71201 318-329-1280 10/1

NOTICE

Parcel No. 30788

Current Owner and/or Resident Jerald H. Womack

City of Monroe

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

Parcel# 30788 / 5111 Conrad Drive, Monroe, LA

Legal Description: Lot Ten (10), Square "B" of Unit No. Three (3), Robinson Place Addition to Monroe, Ouachita Parish, Louisiana.

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 sixty (60) days of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102 Monroe, LA 71201 318-329-1280 10/1

NOTICE

Parcel No. 42346

Current Owner and/or Resident

Norris Group, LLC

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

Parcel# 42346 / 4309 Lee Ave, Monroe, LA

Legal Description: Lot 1, Block 2, Biedenharn's Addition to the City of Monroe, La, as per plat recorded in Plat Book 1, Page 43, of the records of Ouachita Parish, Louisiana

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 six (6) months of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102 Monroe, LA 71201

318-329-1280

PARISH OF OUACHITA

PUBLIC NOTICE Parcel# 56499

Notice is hereby given that the Parish of Ouachita has received a request to sell their respective tax interest in the following listed properties. These properties have previously been adjudicated to the Parish of Ouachita for unpaid taxes. The property described herein below will be purchased through the Parish "Lot Next Door" program and is therefore exempt from the public hearing requirement. For additional information, please contact Parish Adjudicated Property Program at E & P Consulting, LLC: 318-807-0924 or Parishpropertyinfo@escamillaponeck.com

Municipal Address: 705 McGee Street, Monroe, LA Legal Description: Lot 8, Square 3, Bryant's South Highland Addition

to the City of Monroe

10/1

NOTICE

Parcel No. 61346 Current Owner and/or Resident

Clarence Butler, Jr. and/ or Gladys J. Butler THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPER-TY LOCATED IN MONROE/RICHWOOD, LOUISIANA MAY BE TER-MINATED BY OPERATION OF LAW IF YOU DO NOT TAKE FUR-THER ACTION IN ACCORDANCE WITH LAW:

No Municipal Address (Located on Murray St, Richwood)

Legal Description: Being a certain parcel of ground in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 20, Township 17 North, Range 4 East, further being a part of Lot B as shown on a plat of survey attached to partition deed, Conveyance Book 852, page 283, in the records of Ouachita Parish, Louisiana, further being a parcel beginning at a point located at 183.05 feet South and 423.00 feet West of a point being an intersection between the West right-of-way line of Brown Street shown as a 50 foot right-of-way and the North line of Section 20, being a common line with the South line of Section 17. Said point being the point of beginning; thence South 183.05 feet; West 54.50 feet; North 183.05 feet; East 54.60 feet to the point of beginning, containing 9995

Said parcel subject to the following reservations:

A 30 foot strip along the North edge for the purpose of a road right-of-

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 sixty (60) days of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102 Monroe, LA 71201 318-329-1280 10/1

NOTICE

Parcel No. 61346

Current Owner and/or Resident

Clarence Butler, Jr. and/ or Gladys J. Butler

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPER-TY LOCATED IN MONROE/RICHWOOD, LOUISIANA MAY BE TER-MINATED BY OPERATION OF LAW IF YOU DO NOT TAKE FUR-THER ACTION IN ACCORDANCE WITH LAW:

No Municipal Address (Located on Murray St, Richwood)

Legal Description: Being a certain parcel of ground in the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section 20, Township 17 North, Range 4 East, further being a part of Lot B as shown on a plat of survey attached to partition deed, Conveyance Book 852, page 283, in the records of Ouachita Parish , Louisiana, further being a parcel beginning at a point located at 183.05 feet South and 368.40 feet West of a point being an intersection between the West right-of-way line of Brown Street shown as a 50 foot right-of-way and the North line of Section 20, being a common line with the South line of Section 17. Said point being the point of beginning; thence South 183.05 feet; West 54.60 feet; North 183.05 feet; East 54.60 feet to the point of beginning, containing 9995

Said parcel subject to the following reservations:

A 30 foot strip along the North edge for the purpose of a road right-of-

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 sixty (60) days of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102

Monroe, LA 71201

318-329-1280 10/1

NOTICE

Parcel No. 74722

Current Owner and/or Resident

Deborah Benton

Robert Allen Tanzy, Sr. or Estate Irma Jean Tanzy or Estate

City of Monroe

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

Municipal Address: 3719 Dunlop Street, Monroe, LA

Legal Description: All of Lots twenty-one (21) and twenty-two (22), Block 27 of Booker T. Washington Addition to Ouachita Parish, Louisiana. 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

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 sixty (60) days of the date of the first publication of this notice, or the recording of an act transferring ownership, if later.

Ouachita Parish Tax Collector 300 Saint John Street, Room 102 Monroe, LA 71201

318-329-1280 10/1

NOTICE OF PENDING FORFEITURE

On June 16, 2020, in Ouachita Parish, Metro Narcotics Unit seized for forfeiture \$14,174 U.S. Currency from Bob A. Gilbert, Jr. pursuant to LSA-

The property was seized with respect to the alleged violation of Section 2603 and 2604 of the Seizure and Controlled Dangerous Substances Property Act of 1989 and will be forfeited pursuant to that Act.

If any person desires to contest the forfeiture of this property, they must mail a claim to the seizing agency and the District Attorney's Office, P.O. Box 1652, Monroe, LA, 71210 stating your interest in the property. The claim must be mailed, certified mail, return receipt requested, within thirty (30) days from the date this notice appears in the Ouachita Citizen. The seizing agency in this matter is the Metro Narcotics Unit, 500 Natchitoches St., West Monroe, LA 71291.

Under R.S.40:2610, the claim shall be in affidavit form, signed by the claimant under oath, before one who has authority to administer the oath, under penalty of perjury or false swearing. It shall set forth the caption of the forfeiture proceedings, the address where the claimant will accept mail, the nature and extent of claimant's interest in the property, the date and identity of the transferor/seller, and the circumstances of the claimant's acquisitions, the specific provisions of this law asserting that the property is not subject to forfeiture, all essential facts supporting the assertion and the specific relief sought.

The failure to timely mail a claim to the seizing agency and the District Attorney's Office will result in forfeiture of the property to the State of Louisiana without further notice or hearing.

STATE OF LOUISIANA CYNTHIA P. LAVESPERE

ASST. DISTRICT ATTORNEY

## NOTICE OF PENDING FORFEITURE

On July 7, 2020, in Ouachita Parish, Metro Narcotics Unit seized for forfeiture \$20,485 U.S. Currency and a 2013 Dodge Charger, VIN 2C3CDXB-G5DH622538 from Eddie Brown, III. On July 10, 2020, Metro Narcotics seized \$30,679.99 from Eddie Brown, III all pursuant to LSA-R.S.40:2601

The property was seized with respect to the alleged violation of Section 2603 and 2604 of the Seizure and Controlled Dangerous Substances Property Act of 1989 and will be forfeited pursuant to that Act.

If any person desires to contest the forfeiture of this property, they must mail a claim to the seizing agency and the District Attorney's Office, P.O. Box 1652, Monroe, LA, 71210 stating your interest in the property. The claim must be mailed, certified mail, return receipt requested, within thirty (30) days from the date this notice appears in the Ouachita Citizen. The seizing agency in this matter is the Metro Narcotics Unit, 500 Natchitoches St., West Monroe, LA 71291.

Under R.S.40:2610, the claim shall be in affidavit form, signed by the claimant under oath, before one who has authority to administer the oath, under penalty of perjury or false swearing. It shall set forth the caption of the forfeiture proceedings, the address where the claimant will accept mail, the nature and extent of claimant's interest in the property, the date and identity of the transferor/seller, and the circumstances of the claimant's acquisitions, the specific provisions of this law asserting that the property is not subject to forfeiture, all essential facts supporting the assertion and the specific relief sought.

The failure to timely mail a claim to the seizing agency and the District Attorney's Office will result in forfeiture of the property to the State of Louisiana without further notice or hearing.

STATE OF LOUISIANA CYNTHIA P. LAVESPERE ASST. DISTRICT ATTORNEY

ADVERTISEMENT FOR BIDS

Cadeville Water District, (hereinafter referred to as the "Owner"), will accept sealed bids for the construction of the project described as follows: WATER TREATMENT AND PRODUCTION

SYSTEM IMPROVEMENTS; DWRLF to be financed by the Drinking Water Revolving Loan Fund.

Sealed bids shall be received by Owner and shall be addressed to Cadeville Water District, P. O. Box 1316, West Monroe, LA 71294. Bids may be mailed to P. O. Box 1316, West Monroe, LA 71294, or hand delivered to 611 Winnfield Road, West Monroe, LA 71292, not later than 10:00 A.M. on October 27, 2020. All bids shall be plainly marked in the upper left corner of the sealed envelope as follows: "SEALED BID, Bid of (Name of Contractor), Water Treatment and Production System Improvements; DWRLF, to be opened at 10:00 A.M., local time, on October 27, 2020, Louisiana Contractor License No. (insert license #)." All bids must be submitted on the proper bid form. The Contractor shall display his Contractor's license number prominently on the outside of the envelope. The Contractor must have a Louisiana State Contractor's Board license classification of municipal and public works construction for this project. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:00 A.M. (Central Standard Time) on October 27, 2020, at Cadeville Water District, 611 Winnfield Road, West Monroe, LA 71292.

All bidders must be registered with the Engineer, Shuler Consulting Company, 230 Grandview Drive, Chatham, Louisiana 71226, (318) 249-3030. Copies may be obtained at the office of the Engineer upon payment of \$150.00 for each set. Contractor must provide all required documentation and forms with its bid according to the contract documents. Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents in good condition no later than ten days after receipt of bids. On other sets of documents furnished to bidders the deposit less actual cost of reproduction, will be refunded upon return of the documents no later than ten days after receipt of bids. Such refund shall be limited to \$100.00 per set. Any requests for bid documents will be accompanied by payment in full.

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. All bidders must sign: (1) the Bid, (2) Certificate of Corporate Principal and Surety, and (3) Bid Bond, which always must accompany the bid in the correct amount. A Resolution authorizing a representative of the corporation/LLC/sole proprietorship to sign the bid must also accompany the bid. All addendums issued must be acknowledged by the bidder. No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

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.

The Contractor shall begin mobilization and procurement of materials within fifteen (15) working days of the receipt of the Notice to Proceed.

The attention of Bidders is called particularly to the requirements for conditions of employments to be observed and minimum wage rates to be paid under the Contract, and all applicable laws and regulations of the federal government and State of Louisiana.

Any person with disabilities requiring special accommodations under ADA requirements must contact the Owner no later than (7) days prior to bid opening.

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED AT-TACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUB-

This contract requires adherence to American Iron and Steel (AIS) conditions as described in P. L. 113-76, Consolidated Appropriations Act, 2014, Section 436.

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 by Executive Order Number 11375 of October 13, 1967. The requirements for bidders and contractors under this order are explained in the specifications.

Publishing Dates: October 1, October 8, and October 15, 2020 Barry Turner, President

Run in the Legal Section of the: The Ouachita Citizen 10/1,10/8,10/15

ADVERTISEMENT FOR BIDS

Cadeville Water District, (hereinafter referred to as the "Owner"), will accept sealed bids for the construction of the project described as follows: WATER TREATMENT AND PRODUCTION SYSTEM IMPROVE-

CONTRACT I - GAC TREATMENT (ROBINSON CHAPEL CONSOL-IDATION; DWRLF

to be financed by the Drinking Water Revolving Loan Fund.

Sealed bids shall be received by Owner and shall be addressed to Cadeville Water District, P. O. Box 1316, West Monroe, LA 71294. Bids may be mailed to P. O. Box 1316, West Monroe, LA 71294, or hand delivered to 611 Winnfield Road, West Monroe, LA 71292, not later than 10:15 A.M. on October 27, 2020. All bids shall be plainly marked in the upper left corner of the sealed envelope as follows: "SEALED BID, Bid of (Name of Contractor), Water Treatment and Production System Improvements, Contract I - GAC Treatment (Robinson Chapel Consolidation); DWRLF, to be opened at 10:15 A.M., local time, on October 27, 2020, Louisiana Contractor License No. (insert license #)." All bids must be submitted on the proper bid form. The Contractor shall display his Contractor's license number prominently on the outside of the envelope. The Contractor must have a Louisiana State Contractor's Board license classification of municipal and public works construction for this project. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:15 A.M. (Central Standard Time) on October 27, 2020, at Cadeville Water District, 611 Winnfield Road, West Monroe, LA 71292.

All bidders must be registered with the Engineer, Shuler Consulting Company, 230 Grandview Drive, Chatham, Louisiana 71226, (318) 249-3030. Copies may be obtained at the office of the Engineer upon payment of \$150.00 for each set. Contractor must provide all required documentation and forms with its bid according to the contract documents. Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents in good condition no later than ten days after receipt of bids. On other sets of documents furnished to bidders the deposit less actual cost of reproduction, will be refunded upon return of the documents no later than ten days after receipt of bids. Such refund shall be limited to \$100.00 per set. Any requests for bid documents will be accompanied by payment in full.

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. All bidders must sign: (1) the Bid, (2) Certificate of Corporate Principal and Surety, and (3) Bid Bond, which always must accompany the bid in the correct amount. A Resolution authorizing a representative of the corporation/LLC/sole proprietorship to sign the bid must also accompany the bid. All addendums issued must be acknowledged by the bidder. No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

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.

The Contractor shall begin mobilization and procurement of materials

(Continued to Page 8B)

### (Continued from Page 7B)

within fifteen (15) working days of the receipt of the Notice to Proceed.

The attention of Bidders is called particularly to the requirements for conditions of employments to be observed and minimum wage rates to be paid under the Contract, and all applicable laws and regulations of the federal government and State of Louisiana.

Any person with disabilities requiring special accommodations under ADA requirements must contact the Owner no later than (7) days prior to bid opening.

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED AT-TACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUB-MITTED WITH THE BID PROPOSAL.

This contract requires adherence to American Iron and Steel (AIS) conditions as described in P. L. 113-76, Consolidated Appropriations Act,

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 by Executive Order Number 11375 of October 13, 1967. The requirements for bidders and contractors under this order are explained in the specifications.

Publishing Dates: October 1, October 8, and October 15, 2020 Barry Turner, President

Run in the Legal Section of the: The Ouachita Citizen 10/1,10/8,10/15

### NOTICE

PROCEEDINGS OF PUBLIC HEARING OF THE Board of Waterworks Commissioners OF Cadeville Water District, Ouachita Parish, Louisiana, HELD ON Monday, September 21, 2020.

A public hearing was held by the Board of Waterworks Commissioners of Cadeville Water District, Ouachita Parish, Louisiana, at its regular meeting place, 611 Winnfield Rd., West Monroe, Louisiana, on Monday, September 21, 2020, at six o'clock (6:00) p.m.

There were present: 5.

There were absent: 0.

The Board of Waterworks Commissioners (the "Governing Authority"), was duly convened as the governing authority of Cadeville Water District, Ouachita Parish, Louisiana (the "District") by Mr. Barry Turner, President, who then stated that the Governing Authority was ready for the transaction of business.

It was then announced that the Governing Authority would discuss, answer questions and hear any objections pertaining to the proposed issuance of not to exceed One Million Nine Hundred Thousand (\$1,900,000) of Water Revenue Bonds (the "Bonds"), in the name of the District, in one or more series, the proceeds of which, will be used to pay a portion of the cost of acquiring and constructing additions, extensions and improvements to the drinking water system of the District, a work of public improvement (the "Project"), said Bonds to mature over a period not exceeding twenty-two (22) years from their date of issuance, and to bear interest at a rate or rates not exceeding two and forty-five hundredths percent (2.45%) per annum, pursuant to the authority of La. R.S. 39:524, and Subpart A, Part II, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501, et seq.), and other constitutional and statutory authority supplemental thereto (collectively, the "Act"), and a Notice of Intention to issue such Bonds dated August 3, 2020 and published on August 20, August 27, September 3 and September 10, 2020 in the "Ouachita Citizen", a weekly newspaper of general circulation in the District. The proposed Bonds were then generally described and the nature of the security therefor was explained. After this explanation, the President stated that the Governing Authority would proceed in open and public session to discuss, answer questions and hear any and all objections to the issuance of the Bonds, and then he called for questions and objections from any interested parties at the meeting and from members of the Governing Authority. He also asked for any petitions or written objections filed with the Secretary requesting that an election be held to authorize the issuance of the Bonds or otherwise objecting to the Bonds.

There was no one present who either offered any objections to the proposed issuance of the Bonds without an election being held thereon or presented a petition requesting such an election, and no petitions requesting such an election nor objections to the proposed issue of Bonds had been filed with the Secretary.

There being no further questions or discussion, the President declared that the public hearing was closed.

The following resolution was offered by Reggie Russell and seconded by Dan Letsinger:

RESOLUTION

resolution finding and determining that a public hearing has been held and that no petition has been filed objecting to the proposed issuance by Cadeville Water District, Ouachita Parish, Louisiana of its Water Revenue Bonds in an amount not to exceed One Million Nine Hundred Thousand (\$1,900,000); 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.

WHEREAS, on August 3, 2020, the Board of Waterworks Commissioners of Cadeville Water District, Ouachita Parish, Louisiana (the "District"), adopted a resolution declaring its intention to issue it its Water Revenue Bonds in an amount not to exceed One Million Nine Hundred Thousand (\$1,900,000) (the "Bonds") for the purpose of paying a portion of the cost of constructing and acquiring additions, extensions and improvements to the drinking water system of the District; and providing for other matters in connection therewith, in compliance with the provisions of La. R.S. 39:524, and Subpart A, Part II, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501, et seg.) (the "Act"), and other constitutional and statutory authority, and authorized the publication of a Notice of Intention in connection therewith; and

WHEREAS, pursuant to the provisions as set out above, said Notice of Intention was published once a week for four consecutive weeks in the

a weekly newspaper of general circulation in the District, namely on August 20, August 27, September 3 and September 10, 2020; and

WHEREAS, said Notice of Intention, as published, included a general description of the Bonds and the security therefor and set forth a place. date and time when a public hearing would be held by the District in open and public session to hear any objections or receive any petitions to the proposed issuance of the Bonds without the holding of an election there-

WHEREAS, at said place and on said date and time a public hearing was duly held and no one presented or had filed any petition or written objections pertaining to the issuance of the proposed Bonds; and

WHEREAS, it is now the desire of the District to authorize such further action as may be required to proceed with the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Waterworks Commissioners of Cadeville Water District, Ouachita Parish, Louisiana, acting as the governing authority of the District, that:

All of the findings of fact made and set forth in the preamble to this resolution are hereby declared to be true and correct, and it is hereby further found and determined that the District, acting through this Board of Waterworks Commissioners, is hereby authorized to proceed with the issuance of the Bonds, as described in the preambles hereto, the proceeds of which will be used to pay a portion of the cost of acquiring and constructing additions, extensions and improvements to the drinking water system of the District, a work of public improvement (the "Project"), and to pay costs of issuance, said Bonds to mature over a period not exceeding twenty-two (22) years from their date of issuance, and to bear interest at a rate or rates not exceeding two and forty-five hundredths percent (2.45%) per annum, pursuant to the authority of the Act, and other constitutional and statutory authority, without the necessity of the holding of an election on the question of the issuance of such Bonds.

The appropriate officers of the District shall proceed with the preparation of the necessary documents and the taking of the necessary steps to issue the Bonds, including obtaining any required approval of the State Bond Commission, all subject to such further approvals of this governing authority as may be appropriate or desirable.

The foregoing resolution having been submitted to a vote, the vote

thereon was as follows: YEAS: 5 NAYS: None ABSENT: None

This resolution was declared adopted on this, the 21st day of September,

/s/ Barry Turner, President

/s/ Janet Letsinger, Secretary

The following resolution was offered by Reggie Russell and seconded by Dan Letsinger:

RESOLUTION

A resolution authorizing the issuance by Cadeville Water District, Ouachita Parish, Louisiana of its Taxable Water Revenue Bond, Series

2020B, in an amount not to exceed One Million Nine Hundred Thousand (\$1,900,000), prescribing the form, terms and conditions of said Bonds; providing for the payment thereof; entering into certain other covenants and agreements in connection with the security and payment of said Bonds; selling said Bonds to the Drinking Water Revolving Loan Fund; authorizing the execution of a Loan and Pledge Agreement and other loan documents with the Louisiana Department of Health; providing for the delivery of the Bonds to said Department; and providing for other matters

WHEREAS, Cadeville Water District, Ouachita Parish, Louisiana (the "District"), now owns and operates a drinking water system (the "System") as a revenue-producing work of public improvement, and proposes to acquire and construct additions, extensions and improvements to the System (the "Project"); and

in connection therewith.

WHEREAS, the District proposes to finance a portion of the cost of the Project through the issuance of its Taxable Water Revenue Bond, Series 2020B, payable as to principal and interest from a pledge and dedication of the revenues of the water system, after payment of the reasonable and necessary expenses of operating and maintaining the System, pursuant to the provisions of R.S. 39:524, and Sub-Part A, Part II, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto (collectively, the  $\,$ 

WHEREAS, pursuant to the authority of the Act the District, by a resolution adopted August 3, 2020, by this Board of Waterworks Commissioners of the District (the "Governing Authority"), gave notice of its intention to issue revenue bonds of the District in an amount not exceeding \$1,900,000 without the necessity of the holding of an election thereon, and the District held a public hearing thereon on September 21, 2020, at which no objections were made to the issuance of such bonds and no petition was filed requesting an election thereon; and

WHEREAS, it is now the desire of the District to authorize the issuance of its Taxable Water Revenue Bond, Series 2020B, in an amount not to exceed One Million Nine Hundred Thousand (\$1,900,000) (the "Bonds") in accordance with the terms and provisions of the Act and for the purposes set forth above; and

WHEREAS, at this time, the District has no outstanding indebtedness that is payable from a pledge and dedication of the Net Revenues; and

WHEREAS, the United States of America, pursuant to the Safe Drinking Water Act Amendments of 1996, specifically Section 300j-12 of Title 42 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of providing loans or loan guarantees, or as a source of reserve and security for leveraged loans, the proceeds of which are deposited in a State Revolving Fund, or to provide other financial assistance authorized under the Federal Act to community water systems and nonprofit non-community water systems, other than systems owned by Federal agencies; and

WHEREAS, the State of Louisiana (the "State"), pursuant to Chapter 32 of Title 40 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 40:2821, et seq.) (the "State Act"), has established a Drinking Water Revolving Loan Fund (the "State Revolving Fund") in the custody of the Louisiana Department of Health (the "Department") to be used for the purpose of providing financial assistance for the improvement of public drinking water systems in the State, as more fully described in Section 2825(A)(2) of the State Act, and has authorized the Department to establish assistance priorities and perform oversight and other related activities with respect to the State Revolving Fund; and

WHEREAS, the District has made application to the Department for a loan from the State Revolving Fund to finance a portion of the costs of the Project and the Department has approved the District's application for

WHEREAS, the Bonds will be issued to represent the District's obligation to repay the loan from the State Revolving Fund; and

WHEREAS, the District desires to fix the details necessary with respect to the issuance, sale and delivery of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided;

NOW, THEREFORE, BE IT resolved by the Board of Waterworks Commissioners of Cadeville Water District, Ouachita Parish, Louisiana, acting as the governing authority of the District, that:

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

"Act" means R.S. 39:524, and Sub-Part A, Part II, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto.

"Additional Parity Bonds" shall mean any pari passu additional bonds that may hereafter be issued pursuant to Section 20 hereof on a parity

"Administrative Fee" means the annual fee equal to one-half of one percent (0.50%) per annum of the outstanding principal amount of the Bonds, or such lesser amount as the Department may approve from time to time, which shall be payable each year in two equal semi-annual installments on each Interest Payment Date.

"Authorized Officers" means collectively President and Secretary of the District, or such other person or persons authorized pursuant to a resolution or ordinance of the Governing Authority to act as an authorized officer of the District to perform any act or execute any document relating to the Loan, the Bonds or the Loan Agreement.

"Bond" or "Bonds" means the District's Taxable Water Revenue Bond, Series 2020B, issued by this Bond Resolution in the total aggregate principal amount of not exceeding One Million Nine Hundred Thousand (\$1,900,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

"Bond Register" means the registration books of the Paying Agent (initially the Secretary of the District), in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bond Resolution" means this resolution authorizing the issuance of the

"Bond Year" means the one year period ending on each Principal Payment Date.

"Business Day" means a day of the year on which banks located in the City of New Orleans are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Completion Date" means the earlier of (i) the date of the final disbursement of the purchase price of the Bonds to the District, or (ii) the date the operation of the Project is initiated or capable of being initiated, as

certified by an Authorized Officer in accordance with the Loan Agreement. "Consulting Engineer" means a regionally known consulting engineer or firm of consulting engineers with skill and experience in the construction and operation of publicly owned drinking water and wastewater disposal

systems. "Defeasance Obligations" shall mean (i) cash, or (ii) non-callable Government Securities.

"Department" means the Louisiana Department of Health, an executive department and agency of the State of Louisiana, and any successor to the duties and functions thereof.

"District" means Cadeville Water District, Ouachita Parish, Louisiana, a political subdivision of the State of Louisiana, and its successors or assigns. "Fiscal Year" means the District's one-year accounting period determined from time to time by the Governing Authority as the fiscal year of

the District, currently being the year ending each December 31. "Governing Authority" means the Board of Waterworks Commissioners of Cadeville Water District, Ouachita Parish, Louisiana.

"Government Securities" means direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and 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 May 1 and November 1, commencing May 1, 2021, or such other semi-annual payment dates as may be approved by the Authorized Officers in the manner set forth in Section 2.

"Loan" means the loan made by the Department from the Drinking Water Revolving Loan Fund to the District pursuant to the Loan Agreement, the obligation to repay which Loan is evidenced by the Bonds. "Loan Agreement" means the Loan and Pledge Agreement to be entered

into by and between the Department and the District prior to the delivery of the Bonds, in substantially the form attached hereto as Exhibit B, which will contain certain additional agreements relating to the Bonds and the Project, as it may be supplemented or amended from time to time in accordance with the provisions thereof.

"Net Revenues" means the income and revenues derived or to be derived from the operation of the System, as now existing and as constructed, acquired, extended and improved with the proceeds of the Bond or as the System shall hereafter be improved, extended or supplemented from any source whatsoever while the Bond remains outstanding, including, specifically, all properties of every nature owned by the District and used or useful in the operation of the System, including real estate, personal and

intangible properties, contracts, franchises, leases and choses in action, after the payment therefrom of the reasonable and necessary expenses of operating and maintaining the System (excluding depreciation).

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

Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

Bonds for whose payment or prepayment sufficient funds have been theretofore deposited in trust for the Owners of such Bonds as provided in Section 28 herein provided that, if such Bonds are to be prepaid, irrevocable notice of such prepayment has been duly given or provided for pursuant to this Bond Resolution, to the satisfaction of the Paying Agent,

Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Resolution; and

Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Bond Resolution.

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

"Paying Agent" means the chief financial officer of the District, initially the Secretary of the District, unless and until a successor Paying Agent shall have assumed such responsibilities pursuant to this Bond Resolution.

"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 each November 1 (or such other annual payment date as may be approved by the Authorized Officers in the manner set forth in Section 2), commencing not later than one year after the completion of the Project and the final payment date to fall not exceeding nineteen years from the first principal payment date thereafter for a total of twenty (20) consecutive annual payment dates, providing that in no event shall the final maturity of the Bonds be more than twenty-two (22) years from the date of the Bonds.

"Purchaser" means the Department, being the original purchaser of the

"Project" means the acquisition and construction of additions, extensions and improvements to the System, including equipment and fixtures, which shall constitute a work of public improvement for the District, and as further described in the Loan Agreement.

"Qualified Investments" shall mean the following, provided that the same are at the time legal for investment of the District's funds and, if required by law, are secured at all times by collateral described in clause (a) below:

Government Securities, including obligations of any of the federal agencies set forth in clause (b) below to the extent unconditionally guaranteed by the United States of America and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (a);

bonds, debentures or other evidences of indebtedness issued by the Private Export Funding Corporation, Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and Student Loan Marketing Association;

certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State which is a member of the Federal Deposit Insurance Corporation and which are secured at all times by collateral described in clause (a) above;

certificates of deposit, savings accounts, deposit accounts or money market deposits of any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State which are fully insured by the Federal Deposit Insurance

the Louisiana Asset Management Pool (LAMP).

"Record Date" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date, whether or not such day is a Business Day.

"Reserve Fund Requirement" means as of any date of calculation, a sum equal to one-half of the maximum principal and interest requirements for any succeeding Bond Year on the Bonds. The Reserve Fund Requirement for any issue(s) of Additional Parity Bonds shall be defined in the resolution(s) authorizing the issuance of such Additional Parity Bonds. "System" means the drinking water system of the District, as now exist-

ing and as constructed, acquired, extended and improved with the proceeds of the Bonds or as said drinking water system shall hereafter be improved, extended or supplemented from any source whatsoever while any of the Bonds remain outstanding, including, specifically, all properties of every nature owned by the District and used or useful in the operation of said drinking water system, including real estate, personal and intangible properties, contracts, franchises, leases and choses in action. SECTION 2. Authorization of Bonds. In compliance with and

under the authority of the Act, there is hereby authorized the incurring of an indebtedness of not exceeding One Million Nine Hundred Thousand (\$1,900,000) for, on behalf of and in the name of the District, for the purpose of financing the Project and for paying costs of issuance, as defined in the Act. To represent the said indebtedness, the District does hereby authorize the issuance of its "Taxable Water Revenue Bond, Series 2020B," in an amount not to exceed One Million Nine Hundred Thousand (\$1,900,000). The Bonds shall be initially issued in the form of a single fully registered Bond numbered R-1, shall be dated the date of delivery thereof and shall be in substantially the form attached hereto as Exhibit A.

The Authorized Officers may approve a different series designation if the Bonds are delivered after the end of 2020 or if it is in their sole judgment preferable to do so. The Authorized Officers may also approve different semi-annual interest payment dates (e.g. January 1 & July 1, February 1 & August 1, etc.) as well as a different annual principal payment date if it is their sole judgment preferable to do so when the actual delivery date of the Bonds is known, provided that the final maturity date of the Bonds is no later than twenty-two years from the date of delivery.

The Bonds shall be entitled to principal forgiveness of up to the lesser of \$200,000 or thirty percent (30%) of the total amount of draws on the Bonds, as more fully described in the Loan Agreement.

The Bonds shall mature in thirty (30) installments of principal, payable annually on each November 1, and each annual installment shall be the applicable percentage shown in the following table, rounded to the nearest One Thousand Dollars (\$1,000), of the outstanding principal amount of the Bonds (taking into account any principal forgiveness) on the day before the a

e applicable Principal Payment Date:		
Date		Percentage
(Nov. 1)		of Principal
2021		
2022	2.407%	
2023	2.527	
2024	2.656	
2025	2.796	
2026	2.947	
2027	3.110	
2028	3.289	
2029	3.484	
2030	3.698	
2031	3.935	
2032	4.196	
2033	4.487	
2034	4.813	
2035	5.180	
2036	5.597	
2037	6.074	
2038	6.625	
2039	7.269	
2040	8.031	
2041	8.946	
2042	10.066	
2043	11.467	
2044	13.270	
2045	15.675	
2046	19.044	
2047	24.100	
2048	32.530	
2049	49.385	
2050	100.000	

The unpaid principal of the Bonds shall bear interest from the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate of one and ninety-five hun-

(Continued to Page 9B)

### (Continued from Page 8B)

dredths percent (1.95%) per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date. Interest on the Bonds on any Interest Payment Date shall be payable only on the aggregate amount of the purchase price which shall have been paid theretofore to the District and is outstanding and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

In addition to interest at the rate set forth above, at any time that the Department owns the Bonds the District will pay the Administrative Fee to the Department on each Interest Payment Date. In the event (i) the Department owns any Bonds or the Department has pledged or assigned any Bonds in connection with its Drinking Water Revolving Loan Fund and (ii) the Administrative Fee payable by the District to the Department under the terms of the Loan Agreement is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, the interest rate borne by the Bonds shall be increased by one-half of one percent (0.50%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability. The Administrative Fee shall be calculated in the same manner as interest on the Bonds.

SECTION 3. Prepayment. The principal installments of the Bonds are subject to prepayment at the option of the District at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date and in such case the remaining principal of the Bonds shall continue to mature in installments calculated using the percentages shown in Section 2 above. Official notice of such call for prepayment shall be given by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the Owner of each Bond to be prepaid at his address as shown on the registration records of the Paying Agent. In the event a portion of the Bonds is to be prepaid, such Bonds shall be surrendered to the Paying Agent, who shall note the date and amount of such prepayment in the space provided therefor on the Bonds.

SECTION 4. Security for Payment of Bonds. The Bonds shall be secured and payable in principal and interest exclusively by a pledge of the Net Revenues. The Net Revenues are hereby irrevocably and irrepealably pledged in an amount sufficient for the payment of the Bond in principal and interest as the installments thereof fall due, and the income and revenues thus pledged shall remain so pledged for the security of the Bond in principal and interest until they shall have been fully paid and discharged.

In providing for the issuance of the Bonds, the District does hereby covenant and warrant that it is lawfully seized and possessed of the System, that it has a legal right to pledge the Net Revenues as herein provided, that the Bonds will have a lien and privilege on the Net Revenues subject only to the prior payment from the income and revenues of the System (or from other lawfully available sources) of all reasonable and necessary expenses of operation and maintenance of the System, and that the District will at all times maintain the System in first-class repair and working order and condition.

SECTION 5. Bond Resolution a Contract. The provisions of this Bond Resolution shall constitute a contract between the District and the Owner or Owners from time to time of the Bonds, and any such Owner may by suit, action, mandamus or other proceedings, enforce the statutory lien provided by the Act as well as the security for the Bonds provided in this Bond Resolution, and may by suit, action, mandamus, or other proceedings enforce and compel performance of all of the duties required to be performed by the Governing Authority as may be provided for in this Bond Resolution.

Notwithstanding the foregoing, no member of the Governing Authority or any officer or employee of the District, or any person executing the Bonds shall be personally liable on the Bonds.

Statutory Lien. As provided in R.S. 39:504, the Bonds shall be secured debt entitled to the highest possible protection and priority afforded by the bankruptcy laws of the United States and the State of Louisiana, and the Owners shall have a statutory lien on and a security interest in the Net Revenues pledged to the payment of the Bonds in this Bond Resolution, to the fullest extent and in the manner stated in the Act and this Bond Resolution, and any pledge or grant of a lien or security interest in such Net Revenues made by the District in connection with the issuance of the Bonds shall be valid, binding and perfected from the time when the pledge or grant of lien or security interest is made. The Net Revenues shall immediately be subject to the lien of such pledge and security interest without any physical delivery therefor or further act and the lien of such pledge and security interest shall be first priority and valid and binding as against all parties having claims of any kind in tort, contract, bankruptcy or otherwise against the District, whether or not such secured creditors with respect to such Net Revenues. As provided by R.S. 39:504(D), the statutory lien provided in the Act shall also apply to and secure the Administrative Fee

SECTION 7. Sale and Delivery of Bonds. The Bonds are hereby awarded to and sold to the Department at a price of par plus accrued interest, if any, under the terms and conditions set forth in the Loan Agreement, and after their execution the Bonds shall be delivered to the Department or its agents or assigns, upon receipt by the District of the agreed first advance of the purchase price of the Bonds. Pursuant to R.S. 39:505(B), the District has determined to sell the Bonds at a private sale without necessity of publication of a notice of sale. It is understood that the purchase price of the Bonds will be paid by the Department to the District in installments, in the manner and under the terms and conditions set forth in the Loan Agreement.

SECTION 8. Manner of Payment. The principal and interest on the Bonds will be payable by check mailed by the Paying Agent to the Owner (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent for such purpose, provided that payment of the final installment of principal on the Bonds shall be made only upon presentation and surrender of the Bonds to the Paying

SECTION 9. Execution of Bonds and Documents. The Authorized Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Resolution, to execute and deliver the Loan Agreement, and to cause the Bonds to be prepared and/or printed, to issue, execute and seal the Bonds and to effect delivery thereof as hereinafter provided. If facsimile signatures are used on the Bonds, then such signatures shall be registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244, provided that at least one signature on each Bond shall be a manual signature.

In connection with the issuance and sale of the Bonds, the Authorized Officers are each authorized, empowered and directed to execute on behalf of the District such additional documents, certificates and instruments as they may deem necessary, upon the advice of counsel, to effect the transactions contemplated by this Bond Resolution, including a Commitment Agreement with the Department. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 10. Registration. The District shall cause the Bond Register to be kept at the principal office of the Paying Agent in which registration of the Bonds and transfers of the Bonds shall be made as provided herein. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the District. The Bonds may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and

assigned Bond after receipt of the Bond to be transferred in proper form. SECTION 11. Effect of Registration. The District, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and prepayment price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the District, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 12. Recital of Regularity. This Governing Authority, having investigated the regularity of the proceedings had in connection with this issue of Bonds, and having determined the same to be regular, the Bonds shall contain the following recital authorized by and having the effect set forth in R.S. 39:507, to wit:

"It is certified that this indebtedness is authorized by and is issued in conformity with the requirements of the Constitution and statutes of Lou-

SECTION 13. Deposit of Bond Proceeds. The proceeds derived from the sale of the Bonds shall constitute a trust fund to be used exclusively for the purposes for which the Bonds are herein authorized to be issued, but the purchaser of the Bonds shall not be obliged to see to the application thereof. All of the proceeds derived from the sale of the Bonds, which shall be paid in installments by the Department in the manner set forth in the Loan Agreement, shall be deposited by the District in a Construction Fund (the "Construction Fund"). The funds in the Construction Fund shall be used solely for the purpose of paying costs of the Project, in the manner set forth in the Loan Agreement, and costs of issuance, as defined in the Act.

Davis-Bacon Wage Rate Requirements. The District SECTION 14. agrees that all laborers and mechanics employed by contractors and subcontractors on the portion of the project that is funded in whole or in part with the Bonds purchased by the Department shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the District as determined by the Clerk of the United States Department of Labor ("DOL") in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. DOL provides all pertinent information related to compliance with the foregoing requirements, including prevailing wage rates and instructions for reporting. The District will ensure that all construction contracts relating to the portion of the Project that is funded in whole or in part with Bonds purchased by the Department will require that the contractor comply with the aforesaid wage and reporting requirements. This section shall not apply to situations where the District may perform construction work using its own employees rather than any contractor or subcontractor.

SECTION 15. Flow of Funds. In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District covenants as follows:

All of the income and revenues derived or to be derived by the District from the operation of the System shall continue to be deposited daily as the same may be collected in a separate and special bank account with the regularly designated fiscal agent bank of the District, and designated as the "General Fund" or the "Water System Revenue Fund" (the "Revenue Fund"), said Fund to be maintained and administered in the following order of priority and for the following express purposes:

(a) The payment of, first, all reasonable and necessary expenses of operating and maintaining the System.

The maintenance of the "Water Revenue Bond Debt Service Fund" (the "Debt Service Fund"), sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds and any Additional Parity Bonds issued hereafter in the manner provided by this Bond Resolution, as they severally become due and payable, by transferring from the Revenue Fund to the Debt Service Fund, monthly in advance on or before the 20th day of each month of each year, a sum equal to the pro-rata amount of interest falling due on the Bonds and any Additional Parity Bonds on the next Interest Payment Date and the pro-rata amount of the principal falling due on the Bonds and any Additional Parity Bonds on the next principal payment date, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due. The District shall transfer or cause to be  $transferred \ from \ the \ Debt \ Service \ Fund \ to \ the \ paying \ agent(s) \ for \ all \ bonds$ payable from the Debt Service Fund, at least one (1) day in advance of the date on which payment of principal or interest falls due, immediately available funds fully sufficient to pay promptly the principal and interest so falling due on such date.

If Additional Parity Bonds are hereinafter issued by the District in the manner provided in this Bond Resolution, moneys in the Debt Service Fund shall be equally available to pay principal and interest on such Additional Parity Bonds, and payments into the Debt Service Fund shall be increased as provided in the resolution authorizing the issuance of such Additional Parity Bonds. Said fiscal agent bank shall transfer from the Debt Service Fund to any paying agent or pay directly to the owner, for all bonds payable from the said Debt Service Fund, at least three (3) days in advance of the date on which each payment of principal or interest falls due, funds fully sufficient to pay promptly the principal and/or interest so falling due on such date; except, if payment is made by electronic debit, then such payment shall be made no later than 11:00 a.m. Louisiana time on the day such payment is due.

(c) The maintenance of the "Water Revenue Bond Reserve Fund" (the "Reserve Fund"), containing an account for the Bonds designated the "Series 2020 Account" (or such other designation that will identify such account with the Bonds) which shall be funded monthly in advance on or before the 20th day of each month of each year, commencing with the month following the delivery of the Bonds, with a sum at least equal to at least twenty five percent (25%) of the amount to be paid into the Debt Service Fund with respect to the Bonds, the payments into the Series 2020 Account to continue until such time as there has been accumulated in the Series 2020 Account a sum equal to the Reserve Fund Requirement, as defined above. Moneys in the Series 2020 Account shall be used to secure and make payments solely on the Bonds (and not on any other issues) as to which there would otherwise be default.

In the event that Additional Parity Bonds are issued, then the District may establish additional accounts for each such series of Additional Parity Bonds if required in connection with the issuance of such Additional Parity Bonds, each such account to be designated as the "Series (insert series designation) Account." The money in the accounts of Reserve Fund shall be retained solely for the purpose of paying the principal of and interest on the respective series of bonds payable from the Debt Service Fund as to which there would otherwise be default (initially the Bonds). With respect to accounts that may be required in connection with the issuance of Additional Parity Bonds, the District shall fund such accounts by transferring from the proceeds of such series or from the Revenue Fund (after making all required payments from said fund as hereinabove described), such amounts as will increase the total amount on deposit in each account in the Reserve Fund to a sum equal to the reserve fund requirement, if any, designated and established for such series of Additional Parity Bonds.

The maintenance of the "Water Revenue Bond Depreciation and Contingencies Fund" (the "Contingencies Fund") to care 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 Contingencies Fund monthly on or before the 20th day of each month of each year, a sum equal to five percent (5%) of the Net Revenues 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. Such payments into the Contingencies Fund shall continue until such time as there has been accumulated in the Contingencies Fund the sum of Two Hundred Twenty Thousand Dollars (\$220,000), whereupon such payments may cease and need be resumed thereafter only if the total amount of money on deposit in said fund is reduced below the sum of Two Hundred Twenty Thousand Dollars (\$220,000), in which event such payments shall be resumed and continue until said maximum amount is again accumulated. In addition to caring for extensions, additions, improvements, renewals and replacements necessary to properly operate the System, the money in the Contingencies Fund may also be used to pay the principal of and the interest on the Bonds for the payment of which there is not sufficient money in the Debt Service Fund and Reserve Fund described in paragraphs (b) and (c) above, but the money in said Contingencies Fund shall never be used for the making of improvements and extensions to the System or for payment of principal or interest on Bonds if the use of said money will leave in said Contingencies Fund for the making of emergency repairs or replacements less than the sum of Twenty-Five Thousand Dollars (\$25,000).

Any moneys remaining in the Revenue Fund on the 25th day of each month after making the required payments described in (a), (b), (c) and (d) above for the current month and for prior months during which the required payments may not have been made, shall be considered as surplus. Such surplus may be used by the District for any lawful purpose, including retiring Bonds in advance of their maturities, either by purchase of Bonds then outstanding at prices not greater than the prepayment prices of said Bonds, or by prepaying such Bonds at the prices and in the manner set forth in this Bond Resolution.

SECTION 16. Replenishment of Funds. If at any time it shall be necessary to use moneys in any account of the Reserve Fund, if any, or the Contingencies Fund for the purpose of paying principal of or interest on bonds payable from the Debt Service Fund as to which there would otherwise be default, then the moneys so used shall be replaced from the revenues of the System first thereafter received, not hereinabove required to be used for the purposes described in (a) and (b) above. If at any time there are sufficient moneys on deposit in the Debt Service Fund, Reserve Fund and Contingencies Fund to retire all outstanding bonds payable from the Debt Service Fund by defeasance, by exercising the prepayment option provided by such bonds or by purchase on the open market, the District may utilize such funds for such purpose. If more than one account of the Reserve Fund is required to be replenished, then such replenishment shall be made ratably to each such account in proportion to the remaining amount that is required to be so replenished.

SECTION 17. Notification of Deficiencies. As required by La. R.S. 39:510 the District will notify the State Bond Commission in writing,

whenever (i) any required deposit to the Debt Service Fund has not been made within five business days of when due or (ii) the principal, interest, premium, or any other payment due on the Bonds (including the Administrative Fee) has not been made within five business days of when due.

SECTION 18. Investments. All or any part of the moneys in the Revenue Fund and the Debt Service Fund shall at the written request of the Governing Authority be invested in Qualified Investments and all of the moneys in the Reserve Fund shall be invested in Government Securities maturing in five (5) years or less, in which event all income derived from such investments shall be added to the Revenue Fund, with the exception that any interest earnings from invested funds of the Reserve Fund shall be retained therein until an amount equal to the Reserve Fund Requirement is on deposit therein, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the respective fund has been created.

SECTION 19. Rate Covenant. The District, 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 year sufficient to pay the reasonable and necessary expenses of operating and maintaining the System in each year, the principal and interest maturing on the Bonds in each year, all reserves or sinking funds or other payments required for such year by this Bond Resolution, and all other obligations or indebtedness payable out of the revenues of the System for such year, and which will provide revenues in each year, after paying all reasonable and necessary expenses of operating and maintaining the System, at least equal to 125% of the largest amount of principal and interest maturing on the Bonds in any future Bond Year and on any Additional Parity Bonds 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 15 above, or the rate covenant contained in this Section, the District 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 20. Issuance of Refunding and Additional Parity Bonds. All of the Bonds issued hereunder shall enjoy complete parity of lien on the Net Revenues and moneys in the Debt Service Fund, despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The District, acting through its governing authority, hereby covenants that it will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues or moneys in the Debt Service Fund or any account in the Reserve Fund having priority over or parity with the Bonds, except that Additional Parity Bonds may hereafter be issued on a parity with the Bonds under the following conditions:

(a) The Bonds, or any part thereof, including interest, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any Bond Year in excess of the principal and interest which would have been required in such year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the owners of the unrefunded portion of the Bonds (provided that such consent shall not be required if the refunding bonds meet the requirements of (b) below instead).

(b) Additional Parity Bonds may also be issued on a parity with the Bonds if all of the following conditions are met:

(i) The average Net Revenues for the two (2) completed Fiscal Years immediately preceding the issuance of such Additional Parity Bonds is equal to at least one hundred twenty-five percent (125%) of the highest combined principal and interest requirements in any succeeding Fiscal Year on the Bonds and the proposed Additional Parity Bonds, and any other bonds then outstanding which are payable from the Net Revenues of the System (but not including bonds which have been refunded or provisions otherwise made for their full and complete payment and redemption), and the Additional Parity Bonds so proposed to be issued. In making the calculation required by this subparagraph (b)(i), if the District has adopted higher rates for services of the System on or before the date of issuance of the Additional Parity Bonds, then the calculation of average annual Net Revenues for the previous two completed Fiscal Years may be made assuming such higher rates had been in effect during such period.

(ii) There must be no delinquencies in the payments required to be made into the various funds provided in Section 15 hereof.

(iii) The existence of the facts required by paragraphs (i) and (ii) above must be determined and certified to by the President and the chief financial officer of the District, or by an independent firm of certified public accountants.

(iv) The proceeds of the Additional Parity Bonds must be used solely for the making of improvements, extensions, renewals, replacements or repairs to the System, or for refunding prior bonds issued for such purposes.

(v) If required in connection with the issuance of the Additional Parity Bonds, the District shall make provisions in the resolution(s) authorizing such Additional Parity Bonds for the establishment and funding of a separate account in the Reserve Fund with respect to such Additional Parity Bonds in accordance with Section 15(c) above.

(vi) No Additional Parity Bonds may be issued should any event of default under this Bond Resolution have occurred and be continuing.

(vii) The Additional Parity Bonds shall be payable annually as to principal on the same Principal Payment Date as the Bonds and payable as to interest semi-annually on the same Interest Payment Dates as the Bonds, or shall be payable in monthly installments of both principal and interest.

SECTION 21. Schedule of Rates and Charges. The District may alter, amend or repeal from time to time any resolutions or ordinances establishing a schedule of rates and charges for the services and facilities to be rendered by the System, said alterations, amendments or repeals to be conditioned upon the preservation of the rights of the owners of the Bonds with respect to the income and revenues of the System, not alone for the payment of the principal of and the interest on the Bonds, but to insure that the income and revenues of the System shall be sufficient at all times to fulfill the other provisions specified in Section 15 hereof. No discrimination shall be made as to rates and charges for the services and facilities of the System as between users of the same type or class.

The District shall fix and maintain rates and collect charges for all services and facilities to be rendered by the System, irrespective of the user thereof, and no free services or facilities shall be furnished to any person, association of persons, or corporation, public or private, or even to the District itself, other than water delivered to fire hydrants for firefighting

purposes. The District further agrees that the failure of any individual, partnership, corporation or other entity to pay said charge for any service rendered by the System within fifteen (15) days of the date on which it is due shall cause such charge to become delinquent; that if such delinquent charge, with interest and penalties accrued thereon, is not paid within fifteen (15) days from the date on which it became delinquent, the District will take steps to cause water service to be shut off to the affected premises; and that the District and this 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 payment of all charges made for services rendered by the System. All delinquent charges for service shall on the date of delinquency have added thereto a penalty in such amount as may be determined by this Governing Authority, and the amount so due, including the penalty charge, may, in the discretion of this Governing Authority, after ten (10) days from the date of the delinquency, bear interest at a reasonable rate to be established by the Governing Authority, which rate shall not be less than six per centum (6%) per annum. If services are discontinued as above provided, the customer shall, in addition to paying the delinquent charges, penalties and interest, pay as a condition precedent to the resumption of service a reasonable reconnection charge.

It is further understood and agreed that the schedule of rates, fees, rents and other charges being charged as of the date of the adoption of this Bond Resolution for services and facilities rendered by the System shall remain in effect and neither said existing schedule nor any subsequent schedule shall be reduced at any time unless all payments required for all funds by this Bond 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 15 of this Bond Resolution.

SECTION 22. Rights of Bondholders; Appointment of Receiver in Event of Default. The Owners from time to time shall be entitled to ex-

(Continued to Page 10B)

### (Continued from Page 9B)

ercise all rights and powers for which provision is made in the laws of the State of Louisiana. Any Owners 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 of Louisiana, or granted and contained in this Bond Resolution, and may enforce and compel the performance of all duties required by this Bond Resolution, or by any applicable statutes to be performed by the District or by any agency, board or officer thereof, including the fixing, charging and collecting of rentals, fees or other changes for the use of the System and in general to take any action necessary to most effectively protect the right of

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 any of the funds or accounts described in Section 15 above, or any other payments required to be made by this Bond Resolution, or in the event that the District or any agency, board, officer, agent or employee thereof shall fail or refuse to comply with the provisions of this Bond 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 to the appointment of a receiver of the System in an appropriate judicial proceeding in a court of competent jurisdiction.

The receiver so appointed shall forthwith directly or by his agents and attorneys, enter into and upon and take possession 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 District shall exercise all the rights and powers of the District with respect to the System as the District itself might do. Such receiver shall collect and receive all rates, fees, rentals and other revenues, shall maintain and operate the System in the manner provided in this Bond Resolution, and shall comply under the jurisdiction of the court appointing such receiver, with all of the provisions of this Bond Resolution.

Whenever all that is due upon the Bonds and interest thereon, and under any covenants of this Bond Resolution for reserve, sinking or other funds, and upon any other obligations and interest thereon, having a charge, lien or encumbrance upon the fees, rentals or other revenues of the System, shall have been paid and made good, and all defaults under the provisions of this Bond Resolution shall have been cured and made good, possession of the System shall be surrendered to the District upon the entry of an order of the court to that effect. Upon any subsequent default, any Owner of Bonds, or any trustee appointed for Owners as hereinafter provided, shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him by and under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court, and may be removed thereby and a successor receiver appointed in the discretion 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 District and for the joint protection and benefit of the District and the Owners. 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 District and the Owners and the curing and making good of any default under the provisions of this Bond Resolution, and the title to and the ownership of the System shall remain in the District, 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 District and in such manner as the court shall di-

The Owner or Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds 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 Secretary of the District.

UNTIL AN EVENT OF DEFAULT SHALL HAVE OCCURRED, THE District 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 AP-PERTAINING THERETO, AND TO COLLECT AND RECEIVE AND, SUBJECT TO THE PROVISIONS OF THIS BOND ORDINANCE, TO TAKE, USE AND ENJOY AND DISTRIBUTE THE EARNINGS, IN-COME, RENT, ISSUE AND PROFITS ACCRUING ON OR DERIVABLE FROM THE SYSTEM.

SECTION 23. Specific Covenants. The District does hereby covenant and warrant so long as any of the Bond is outstanding and unpaid in principal and/or interest:

That it is or will be lawfully seized and possessed of the System, that it has a legal right to pledge the income and revenues of the System as herein provided, and that the Bond will have a 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.

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

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 District shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed.

That it will not sell, lease or in any manner dispose of the System or any substantial part thereof, provided that the District 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.

That except as provided in Section 20 hereof, 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.

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 District 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.

That, so long as any of the Bonds are outstanding and unpaid in principal or interest, the District 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 District 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 24. Audit Requirements. The District will establish and maintain adequate financial records as required by the laws of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principles ("GAAP") and will make these and the following records and reports available to the Owners or their authorized representatives upon request.

The District will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended, and for so long as the Department owns the Bonds, or any part thereof, in accordance with the requirements of the Single Audit Act Amendments of 1996 and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200, Subpart F), and Section 66.468 of the Catalog of Federal Domestic Assistance (CFDA #66.468 - Capitalization Grants for Drinking Water State Revolving Funds), if applicable. Upon completion, but in no event later than six (6) months after the close of the applicable Fiscal Year, the District shall file a copy of such audited financial statements with any Owner requesting same.

SECTION 25. Fidelity Bonds for Officers and Employees. So long

as any of the Bonds are outstanding and unpaid, the District shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the collection of User Fees, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 26. Retention and Duties of Consulting Engineer in Event of Failure to Make Required Payments. THE PROVISIONS OF THIS SECTION SHALL APPLY ONLY DURING ANY PERIOD WHEN THE District MAY BE IN DEFAULT IN MAKING REQUIRED PAYMENTS INTO THE FUNDS REQUIRED BY SECTION 15 OF THIS BOND Resolution.

The District 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 15 hereof, it will retain a Consulting Engineer on a continuous basis until all defaults are cured, for the purpose of providing for the District 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 this 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 District, with the consent and approval of the Owners of the Bonds.

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 District's certified 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 property and adequate keeping of books of record and account, the adherence to budget and budgetary control provisions, the adherence to the provisions of this Bond Resolution and all other things having a bearing upon the efficient and profitable operation of the System, and shall include whatever criticism of any phase of the operation of the System the Consulting Engineer may deem proper, and such recommendations as to changes in operations and the making of repairs, renewals, replacements, extensions, betterments and improvements as the Consulting Engineer may deem proper. Copies of such report shall be placed on file with the Secretary of this Governing Authority and sent to the Owner of the Bonds, and shall be open to inspection by any Owners of any of the Bonds. It shall be the duty of the Consulting Engineer to pass upon the economic soundness or feasibility of any extensions, betterments, improvements, expenditures or purchases of equipment and materials or supplies, which will involve the expenditure of more than Ten Thousand Dollars (\$10,000), whether in one or more than one order, and whether authorized by a budget or not, and the Consulting Engineer shall devise and prescribe form or forms wherein shall be set forth his or its approval in certificate form, copies of which shall be filed with the Secretary of the Governing Authority.

Sixty (60) days before the close of each Fiscal Year, the Consulting Engineer shall submit to this Governing Authority a suggested budget for the ensuing year's operation of the System and shall submit recommendations as to the schedule of rates and charges for services supplied by the System, taking into account any other lawfully available funds of the District that may be available of such purposes. A copy of said suggested budget and recommendations shall also be furnished by said Consulting Engineer directly to the Owner. Such recommendations as to rates and charges consistent with the requirements relating thereto contained herein, shall be followed by this Governing Authority insofar as practicable and all other recommendations shall be given careful consideration by this Governing Authority and shall be substantially followed, except for good and reasonable cause. No expenditures for the operation, maintenance and repair of the System in excess of the amounts stated in said budget shall be made in any year, except upon the certificate of the Consulting Engineer that such expenditures are necessary and essential to the continued operation of the

It shall be the duty of the Consulting Engineer to prescribe a system of budgetary control along with forms for exercising of such control which shall be utilized by the manager or superintendent of the System and his staff and the manager or superintendent shall cause to prepare monthly reports not later than the twentieth (20th) day of each month, for the preceding months business and operation of the System, which reports shall be submitted to the Consulting Engineer, who shall prepare an analysis of each such report, which analysis shall be filed monthly as expeditiously as possible with the chief financial officer of the District, the Mayor and with the Owner or Owners.

In the event this 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 the twenty-five percent (25%) of the aggregate principal amount of the Bonds then outstanding, this Governing Authority shall select and retain such Consulting Engineer as is named in the petition of said Owners.

SECTION 27. Discharge of Bond Resolution. If the District shall pay or cause to be paid, or there shall be paid to the Owners, the principal (and redemption price) of and interest on the Bonds, at the times and in the manner stipulated in this Bond Resolution are paid in full for all amounts due and owing, then the pledge of the Net Revenues or any other money, securities, and funds pledged under this Bond Resolution and all covenants, agreements, and other obligations of the District to the Owners shall thereupon cease, terminate, and become void and be discharged and

SECTION 28. Defeasance. Bonds or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the District of funds for such payment or redemption or otherwise) at the maturity or redemption 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 pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 29. Cancellation of Bonds. All Bonds paid or prepaid either at or before maturity, together with all bonds purchased by the District, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Chief Financial Officer of the District an appropriate certificate of cancellation.

SECTION 30. Lost, Destroyed or Improperly Cancelled Bonds. Lost, destroyed or improperly cancelled Bonds may be replaced in the manner set forth in La. R.S. 39:515. In case any such lost, destroyed or improperly cancelled Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond, pay such Bond.

SECTION 31. Successor Paying Agent; Paying Agent Agreement. The District will at all times maintain a Paying Agent for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Bond Resolution is hereby confirmed and approved. The District reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination and appointing a successor and (b) causing notice to be given to each Owner. Every successor Paying Agent appointed hereunder shall at all times be an officer of the District or a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Authorized Officer are hereby authorized and directed to execute an appropriate agreement with the Paying Agent for and on behalf of the District in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paving Agent.

Notices to Owners. Wherever this Bond Resolution SECTION 32. 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 Bonds, at the address of such Owner as it appears in the Bond 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 Bonds. Where this Bond Resolution provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 33. Publication; Peremption. This Bond Resolution shall be published at least once in the official journal of the District, or in a newspaper having general circulation in the District. Exhibits to this Bond Resolution need not be published if the exhibits are enumerated in the publication and it is stated in the publication that such exhibits are available for public inspection at the office of the Governing Authority during regular business hours. For thirty days after the date of publication, any person in interest may contest the legality of this Bond 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 Bond Resolution, and provisions hereof for any cause whatever. Thereafter, it shall be conclusively presumed that every legal requirement for the issuance of the Bonds, has been complied with. No court shall have authority to inquire into any of these matters after the thirty days.

SECTION 34. Disclosure Under SEC Rule 15c2-12. The District is not required at this time 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 Bonds 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 Bonds are in denominations of One Hundred Thousand Dollars (\$100,000) or more and are being sold to no more than one financial institution or sophisticated investor which (i) have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective investment in the Bonds and (ii) are not purchasing said Bonds for more than one account or with

SECTION 35. Severability. In case any one or more of the provisions of this Bond 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 this Bond Resolution or of the Bonds, but this Bond 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 provision enacted after the date of this Bond Resolution which validates or makes legal any provision of this Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 36. Section 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 here-

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

YEAS: 5 NAYS: None ABSENT: None

This resolution was declared adopted on this, the 21st day of September, 2020.

/s/ Barry Turner, President

/s/ Janet Letsinger, Secretary

EXHIBIT A (FORM OF BOND) AND EXHIBIT B (FORM LOAN AND PLEDGE AGREEMENT) TO THIS RESOLUTION ARE NOT BE-ING PUBLISHED. HOWEVER, EXHIBIT A AND EXHIBIT B ARE AVAILABLE FOR PUBIC INSPECTION AT THE CADEVILLE WATER DISTRICT OFFICE AT 613 WINNFIELD RD., WEST MONROE LA 71292, DURING NORMAL BUSINESS HOURS ON WEEKDAYS. 10/1

Ashley Storage

7539 Highway 165 North

Monroe, LA 71203

Ashley Storage located at 7539 Highway 165 North in Monroe, LA 71203 will have a public auction on October 13, 2020, at 1:00 PM. Units to be auctioned off to the highest bidder. CASH ONLY. Call the day of the sale to make sure we still have the units available (318) 963-5400. The following units will be auctioned off:

1. Amy Rodgers - Unit A12 (10x10 Non Climate) Washer, Dryer, Couch, Loveseat, and dresser

2. Valisia Mansfield - Unit C11(10x20 Non Climate) Washer and clothes 3. David Byargeon - D43 (10x15 Non Climate) Paintings and chairs

4. Brandy Swan - 300A (5x10 Climate) Microwave stand, box of DVDs, books, and bags of clothes

5. Jason Coleman - 304 (10x10 Climate) Washer, Dryer, Totes, and

6. Jason Coleman - 302B (5x10 Climate) Kids toys and Clothes 7. Brett Bennett - 408 (10x10 Climate) Couch, Loveseat, Tv stand, other furniture, and clothes

Ashlev Storage

10/1

162 Parrot Beak Rd

Sterlington, LA 71280

Ashley Storage located at 162 Parrot Beak Rd in Sterlington, LA 71280 will have a public auction on October 13, 2020, at 11:00AM. Units to be auctioned off to the highest bidder. CASH ONLY. Call the day of the sale to be sure the units will still be available (318) 963-5400. Units to be auctioned off are as follows:

1. Tyeshia Wilson - 219 (10x10 non climate) lots of totes, bags and clothes 2. Chris Robinson - 310 (10x10 non climate) Golf bags, box tv, misc.

3. Margaret Neal - 321 (10x5 non climate) boxes of books, vanity, and dresser

4. Cathy Wilson - 434 (10x10 non climate) totes, pressure washer, magazine table, and boxes and bags of misc items

5. Autumn King - 517 (10x10 non climate) couch, bed, misc household

PUBLIC BID NOTICE 10/01/2020: MOREHOUSE COMMUNITY MEDICAL CENTERS, INC

PROJECT: New Bastrop Office

LOCATION: 314 N Franklin Street, Bastrop, LA 71220 (Morehouse

Public Notice: Morehouse Community Medical Centers, Inc. opening a Request for Qualifications (RFQ) for General Contractors for the construction of a 42,000 sq ft new medical office. The RFQ requirements may be obtained from Morehouse Community Medical Centers, Inc and are available in electronic form on our website at https://www.communihealth.org/news/.

Office of Administration 518 Durham Street

Bastrop, LA 71220

(318)239-8015 - Phone

(318)281-2559 - Fax Email: katie.parnell@mcmcinc.org

RFQ responses will be accepted up until: 5 pm CST, Tuesday, October 22, 2020 in person or by mail to 518 Durham Street, Bastrop, LA 71220. More details are contained in the RFQ Section 6.1. The Morehouse Community Medical Centers, Inc. reserves the right to

reject any and all RQF responses.

10/1,10/8

## **Summary of Public Notice:**

Project Owner: MP Fore Housing Associates LP Project Name: Moss Park Apartments

127 Moss Park Drive, West Monroe, LA 7291 Project Address: 48 - Family Housing Total Units:

The project owner is proposing the construction of the Moss Park Apartments development, which is a 48-unit new construction family development. The development will include a community facility and supportive services will be available for the tenants. The applicant is applying for a reservation of 9% LIHTC's from the Louisiana Housing Corporation.

The total estimated development cost is \$ 9,485,256. The development will be funded with private financing and equity proceeds from the sale of Low-Income Housing Tax Credit and other financing provided as follows (Amounts are estimated):

\$ 9,485,256

Permanent Financing \$1.125.000 LIHTC Equity \$7,480,108 \$ 880,148

Total sources of funds 9/24,10/1,10/8