

BOSSIER PARISH POLICE JURY
BENTON, LOUISIANA
MINUTES
August 15, 2012
www.bossierparishla.gov

The Bossier Parish Police Jury met in regular and legal session on the 15th day of August, 2012, at 2:00 p.m., in the Police Jury Meeting Room, Bossier Parish Courthouse, Benton, Louisiana. The President, Mr. Rick Avery, called the meeting to order. The invocation was given by Mr. Fred Shewmake, Jr., and the pledge of allegiance was led by Mr. Wayne Hammack. The Parish Secretary, Ms. Cindy Dodson, called the roll, with all members present, as follows:

Mr. Rick Avery	Mr. Jerome Darby
Ms. Wanda Bennett	Mr. Wayne Hammack
Mr. Glenn Benton	Mr. Mac Plummer
Mr. Bob Brotherton	Mr. Doug Rimmer
Mr. Jimmy Cochran	Mr. Fred Shewmake
Mr. Sonny Cook	Mr. Jack Skaggs

Others present were Mr. Patrick Jackson, Parish Attorney; Mr. Bill Altimus, Parish Administrator; Mr. Joe E. "Butch" Ford, Jr., Parish Engineer; Ms. Cindy Dodson, Parish Secretary.

Motion was made by Mr. Plummer, seconded by Mr. Skaggs, to adopt the minutes of the July 3, 2012, and the July 18, 2012, regular meetings, and the July 18, 2012, Finance Committee meeting, as published.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Mr. Ricky Kilpatrick, LSU Ag Center, introduced Ms. Allison Bruchhaus, advising that Ms. Bruchhaus will be serving as the new Bossier Parish 4-H Agent. He stated that Ms. Bruchhaus has a Ph. D in Youth Development, and has participated in the 4-H program.

Ms. Bruchhaus stated that she is looking forward to working for Bossier Parish LSU Ag Center, and with other entities in the parish.

Mr. Ford requested that the matter of awarding the bid for the North and South Turn Lanes, LA Highway 157 at Johnson Koran Road and Sligo Road Project No. 2012-385, be tabled for consideration at the September 5, 2012, regular meeting. **Motion was made by Mr. Brotherton, seconded by Mr. Plummer, to table awarding the bid for the North and South Turn Lanes, LA Highway 157 at Johnson Koran Road and Sligo Road Project No. 2012-385, to be considered at the September 5, 2012, regular meeting.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Ms. Dodson announced the public hearing to consider a request by the Benton-Parish MPC for a zoning amendment to revert the zoning classification of Parcel Nos. 20133411A3A, 20133511A4A, and 20133511A4C, belonging to Mr. John Alvin Hickman, located along Rambo Lane and Linton Road, from B-2, Neighborhood Business District, to the previous R-A, Residence-Agriculture District. The application received a favorable recommendation from the Benton-Parish MPC.

There being no opposition, **motion was made by Ms. Bennett, seconded by Mr. Hammack, to approve a request by the Benton-Parish MPC for a zoning amendment to revert the zoning classification of Parcel Nos. 20133411A3A, 20133511A4A, and 20133511A4C, belonging to Mr. John Alvin Hickman, located along Rambo Lane and Linton Road, from B-2, Neighborhood Business District, to the previous R-A, Residence-Agriculture District.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

ORDINANCE NO. 4449

AN ORDINANCE AMENDING ORDINANCE NO 922 OF 1981, THE BENTON-PARISH METROPOLITAN PLANNING COMMISSION ZONING REGULATIONS, TO CHANGE THE ZONING CLASSIFICATION OF PARCEL NOS. 20133411A3A, 20133511A4A, AND 20133511A4C, BELONGING TO MR. JOHN ALVIN HICKMAN, LOCATED ALONG RAMBO LANE AND LINTON ROAD, IN SECTION 35, TOWNSHIP 20 NORTH, RANGE 13 WEST, FROM B-2, NEIGHBORHOOD BUSINESS DISTRICT, TO THE PREVIOUS R-A, RESIDENCE-AGRICULTURE DISTRICT.

BE IT ORDAINED by the Police Jury of Bossier Parish, Louisiana, in regular and legal session convened on this 15th day of August, 2012, that Ordinance No. 922 of 1981 of the Police Jury of Bossier Parish, Louisiana, is hereby amended to change the zoning classification of Parcel Nos. 20133411A3A, 20133511A4A, and 20133511A4C, belonging to Mr. John Alvin Hickman, located along Rambo Lane and Linton Road, in Section 35, Township 20 North, Range 13 West, from B-2, Neighborhood Business District, to the previous R-A, Residence-Agriculture District, being more particularly described as follows:

Begin at NE corner of Lot 3 of Emma Gilliard Partition, also being the NW corner of Barnes Addition, thence south 0 deg 48 min west along the East line of said Lot 3, 868.35 ft to a point on the fee line of the Cypress Bayou Reservoir; Thence run south 81 deg 23 min 40 sec west along said fee line 267.58 ft, thence north 19 deg 17 min 40 sec west 226.72 ft, thence north 67 deg 59 min 40 sec east 129.60 ft to a point in the centerline of an asphalt drive, thence traversing said centerline as follows:

North 0 deg 39 min west 252.89 ft, thence north 0 deg 36 min 20 sec east 372.32 ft to a point on the Sly right-of-way of Linton Road, thence north 62 deg 59 min east along said right-of-way 45 ft to a point on the north line of said Lot 3, thence north 89 deg 58 min 40 sec east along north line of Lot 3, 190.12 ft to point of beginning, Sec 35, T 20, R 13/TRS 11-A3A, 11-A4C/, Lot 4 of the Emma Gilliard partition as per map recorded in Vol. 450-135, Less R/W & less part to Cypress-Black Bayou, less tracts described in volumes 627-9, 689-260, 930-619, 1108-243, Sec 35, T 20, R 13/TR 11-A4A

Applicant: Benton-Parish Metropolitan Planning Commission

Purpose: To revert zoning on undeveloped property

The ordinance was offered by Ms. Bennett, seconded by Mr. Hammack. Upon vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Dodson announced the public hearing to consider approval of the application of Jay Carney/Heritage Construction Co., Inc., to the Bossier City-Parish MPC, for a zoning amendment to change the zoning classification of a tract of land containing 19.625 acres, more or less, situated in Section 21, Township 19 North, Range 13 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-MD, Residential-Medium Density District, for a townhouse style apartment development. The application received a favorable recommendation from the Bossier City-Parish MPC.

Mr. Jay Carney, Heritage Construction Co., Inc., stated that a 270-unit multi-family development is planned off Airline Drive near Willow Lake Subdivision. He stated that one to three bedroom rental units are planned, with the rental rate ranging from \$1,000-\$1,600 per unit, depending on the number of rooms. Mr. Carney stated that two-story buildings are planned with no breezeways.

Mr. Carney stated that residents of the development will be provided with several amenities, including a clubhouse with a swimming pool, a 24-hour fitness center, and a car wash. He stated that the proposed site plan meets all landscaping requirements and is in compliance with the 40-foot compatibility buffer. Mr. Carney stated that there will be no parking or driveways within the buffer. Mr. Avery asked if the second story units have windows facing Willow Lake Subdivision. Mr. Carney confirmed that the second story units do have windows and balconies. He stated that the proposed buildings will be located approximately 75 to 80 feet from the property lines of Willow Lake Subdivision, and advised that the developer is willing to construct an eight-foot masonry wall around the property, with wrought iron fencing on the front facing Airline Drive. Mr. Carney stated that the distance from the property line to the buildings is double the required distance, and advised that there will be a 25-foot landscape buffer, including trees for additional screening. He stated he feels the proposal meets all regulations and requested the jury's consideration in approving the proposed development.

Mr. Skaggs asked for confirmation as to whether these are rental units or units to be sold. Mr. Carney advised that the units will be rental units. Mr. Shewmake stated that original documents indicated that this was to be a townhome development, but it was later determined that townhome style apartments are planned. Mr. Carney stated that it is their intention to build a multi-family rental property, and because there are no breezeways and fewer units per building, the proposed development was labeled as townhome style apartments.

Mr. Donald Kennedy, 107 Rachel Lane, Willow Lake Subdivision, presented a petition signed by 94 percent of the residents in Willow Lake Subdivision who are opposed to the development of Audubon Trace Townhomes. He stated that a traffic study was conducted in the area which indicates that the development will have no impact on traffic. Mr. Kennedy expressed concern regarding this study, advising that it was performed when school was not in session and while Palmetto Road is closed for construction. He stated that the residents of Willow Lake Subdivision feel that traffic will be greatly increased and create traffic safety problems.

Mr. Kennedy stated that the proposed development will decrease property values in this area and stated that the residents of Willow Lake Subdivision are concerned that the development will adversely impact their sense of security and quality of life. He stated that residents also fear a possible increase in crime.

Mr. Kennedy stated that an apartment complex in this area will create a large influx of students in schools that are already near or at capacity. He stated that the school board has prepared a comprehensive report indicating that Legacy Elementary cannot handle any additional students, and stated that the school board does not plan to begin the construction of new schools and/or additional school wings for at least three years.

Mr. Kennedy requested that the parish deny the application of Jay Carney/Heritage Construction Co., Inc., for a zoning amendment for development of townhome style apartments. He asked that the police jury consider establishing regulations to prohibit the development of an apartment complex adjacent to any existing subdivision. He also requested that the governing bodies communicate with each other as to growth patterns in Bossier Parish, and work closely with each other to achieve consistency as to projected growth and the needs of existing schools.

Mr. Gerald Cheney, 118 Willow Lake Boulevard, expressed opposition to the proposed development. He stated that initial efforts to change the zoning on property adjoining Willow Lake Subdivision was abandoned due to the fact that a 30-acre parcel of this tract is dedicated to the continuation of Willow Lake Subdivision.

Mr. Cheney expressed concern regarding the long hours of construction noise that will be heard, and the potential for continued noise once the apartments are complete due to the number of people living in a 270-unit apartment complex.

Mr. Cheney provided information from the Metropolitan Council of the Minnesota Department of Health indicating that high density areas can affect health due to increased risk for accidents, greater exposure to traffic-related air pollution, and noise that can deprive close neighbors of sleep and rest. He stated that the proposed development falls into a very high density category.

Mr. Cheney expressed concern regarding privacy if a multi-story apartment complex is built next to Willow Lake Subdivision, stating that residents of the apartment complex will be able to look down into their back yard. He recommended that single family homes consistent with Willow Lake Subdivision, a single story health facility, or an assisted living facility be considered for this site. Mr. Cheney requested that the jury deny this application for a zoning amendment at this location. He stated that when he purchased his home in Willow Lake Subdivision, he was assured that the entire property owned by the developer was dedicated to and would be developed as the Willow Lake Retirement Community.

Mr. John Carmody, 202 Rachel Lane, Willow Lake Subdivision, urged jurors to deny the application for a zoning amendment. He stated that tax payer dollars have been spent advertising Bossier Parish as a place for retirees to live, and stated that some retirees have spent a large sum of money to come to Bossier Parish and live in a subdivision that offers a quiet and private place to reside. He stated that the development of the proposed Audubon Trace Townhomes will take this opportunity away.

Mr. Keith Norwood, Supervisor of Planning and Construction for the Bossier Parish School Board, requested a greater collaboration between all entities in Bossier Parish with regard to school capacities. He presented the school

board's plans for new proposed school districts, advising that a new K-5 elementary school is planned in the Kingston Road corridor and a new school wing at W. T. Lewis Elementary will be a top priority. He stated that Legacy Elementary is one of the fastest growing schools in the parish, with an average growth of 125 students per year. Mr. Norwood advised that Legacy Elementary and W. T. Lewis Elementary are at or above capacity at this time, and rapid growth is continuing. He stated that for future planning, the school board has increased its proposed school capacities from about 750 to 1,000 students per school.

Mr. Norwood stated that the school board is requesting the opportunity to actively participate in the review and approval process for future developments in Bossier Parish. He stated that the school board is also recommending that school capacity data be incorporated into the parish's GIS system, and is asking that schools be included in overall community planning.

Mr. Norwood advised that the school board is not opposed to new development in north Bossier Parish, but that there is a possibility that any new students moving into the Legacy Elementary School district could be sent to where classrooms are available, subject to Department of Justice approval and available space. He requested that caution be used in approving development of any type where classroom space is not currently available.

Mr. Skaggs asked what the time period will be for the school board to construct new schools or add additional school wings. Mr. Norwood stated that Legacy Elementary and W. T. Lewis Elementary are currently at capacity, and it will be approximately two to three years minimum before construction of any new schools or additional school wings is complete.

Mr. Sam Marsiglia presented information pertaining to density classifications, advising that these classifications differ all across the country. He stated that this project is not considered a high density development.

Ms. Laura Adley stated that there were questions at the Bossier City-Parish MPC meeting regarding the traffic study for the proposed development, and whether it was done when school was in session. She stated that Mr. Ford suggested that a supplemental traffic study be done to address the timing of the original study, and asked if a supplement has been submitted. Mr. Ford stated that a supplemental study has not been performed, and advised that he has spoken with Mr. Charles Adams, Neel-Schaffer, Inc., regarding the timing issue. He stated that Mr. Adams has advised that the results of the traffic study will not change when school is in session.

Mr. Skaggs asked if the proposed apartment complex will negatively affect the residents of Willow Lake Subdivision. Mr. Ford stated that during the hours of morning work commutes and school traffic, and in the late afternoon, residents may be inconvenienced some due to traffic.

Mr. Skaggs asked if drainage will be affected in this area due to the proposed development. Mr. Ford stated that a 100-year detention pond is planned and the water surface elevation should not rise. He stated that a home owned by Mr. Jared Douglas located on North Willow Drive, which is downstream from the proposed development, flooded during the 2009 rain event and has been submitted for participation in the FEMA Buy-Out Program. Mr. Ford stated that a home located across the street from Mr. Douglas was purchased in 2000 as part of the FEMA Buy-Out Program. He stated that this area is not in a flood zone.

Mr. Benton asked if the 19.625-acre tract of land is a part of the original masterplan for Willow Lake Subdivision. Mr. Marsiglia stated that to his knowledge it is not, but that he will review the files.

Mr. Shewmake stated that the proposed development will create additional problems with overcrowded schools, as well as traffic and drainage issues. He stated that the proposed apartment complex is a bad fit for the area, and stated that the residents of Willow Lake Subdivision moved to that subdivision to enjoy retirement. Mr. Skaggs recommended that the jury support the citizens of Willow Lake Subdivision and deny the application of Jay Carney, Heritage Construction Co., Inc., for a zoning amendment.

Motion was made by Mr. Skaggs, seconded by Mr. Shewmake, to deny the application of Jay Carney/Heritage Construction Co., Inc., to the Bossier City-Parish MPC, for a zoning amendment to change the zoning classification of a tract of land containing 19.625 acres, more or less, situated in Section 21, Township 19 North, Range 13 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-MD, Residential-Medium Density District, for a townhouse style apartment development.

The President called for public comment. There being no further comment, **votes were cast and the motion carried unanimously.**

The President called for a brief recess. The meeting was reconvened and called to order by the President.

Ms. Dodson announced the public hearing to consider approval of the application of Faulk & Foster/Verizon Wireless to the Bossier City-Parish MPC, for Conditional Use Approval on an I-1 tract of land located at 3528 Swan Lake Road, Bossier Parish, LA, north and east of Duckwater Landing, to locate a 190' monopole cell tower. The application received a favorable recommendation from the Bossier City-Parish MPC.

Ms. Belinda Bodie spoke on behalf of Verizon Wireless, advising that due to recent upgrades in cellular phone service, the construction of a new cell phone tower at this location was delayed. She stated that Verizon Wireless has advised that construction of the cell phone tower will be completed this year, and that they hope to have the site "on air" no later than December 31, 2012. After further discussion, and there being no opposition, **motion was made by Mr. Skaggs, seconded by Mr. Rimmer, to approve the application of Faulk & Foster/Verizon Wireless, to the Bossier City-Parish MPC, for Conditional Use Approval on an I-1 tract of land located at 3528 Swan Lake Road, Bossier City, LA, north and east of Duckwater Landing, to locate a 190' monopole cell tower, as presented.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

ORDINANCE NO. 4450

AN ORDINANCE APPROVING A CONDITIONAL USE ON AN I-1 TRACT OF LAND LOCATED AT 3528 SWAN LAKE ROAD, NORTH AND EAST OF DUCKWATER LANDING, BOSSIER CITY, BOSSIER PARISH, LA, FOR LOCATION OF 190' MONOPOLE CELL TOWER.

WHEREAS, Faulk & Foster/Verizon Wireless, has applied to the Bossier Parish Police Jury for Conditional Use on an I-1 tract of land located at 3528 Swan Lake Road, north and east of Duckwater Landing, Bossier City, Bossier Parish, LA, for location of a 190' monopole cell tower; and

WHEREAS, the application has been approved by the Bossier City-Parish Metropolitan Planning Commission; and

WHEREAS, a public hearing for the application was held by the Bossier Parish Police Jury on August 15, 2012.

SECTION 1. That the Conditional Use on an I-1 tract of land located at 3528 Swan Lake Road, north and east of Duckwater Landing, Bossier City, Bossier Parish, LA, is hereby approved for the location of a 190' monopole cell tower.

The Ordinance was offered by Mr. Skaggs, seconded by Mr. Rimmer. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Olde Oaks Subdivision, Unit No. VII D, being a resubdivision of Lots 1 and 2, Olde Oaks Subdivision, Unit No. VII C, located in Section 23, Township 17 North, Range 12 West, Bossier Parish, LA.

Mr. Ford recommended approval of the proposal, advising that all parish requirements are met.

There being no opposition, **motion was made by Mr. Brotherton, seconded by Mr. Plummer, to approve the plat of the proposed development of Olde Oaks Subdivision, Unit No. VII D, being a resubdivision of Lots 1 and 2, Olde Oaks Subdivision, Unit No. VII C, located in Section 23, Township 17 North, Range 12 West, Bossier Parish, LA.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Rosedale Place Subdivision, Unit No. 13, located in Section 34, Township 19 North, Range 13 West, Bossier Parish, LA.

Mr. Ford stated that all parish requirements are met and recommended approval.

There being no opposition, **motion was made by Mr. Skaggs, seconded by Mr. Shewmake, to approve the plat of the proposed development of Rosedale Place Subdivision, Unit No. 13, located in Section 34, Township 19 North, Range 13 West, Bossier Parish, LA.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Ms. Bennett stated that it is requested that the public hearing to consider the application of G & H Development, LLC, to the Benton-Parish MPC, for a zoning amendment to change the zoning classification of a 55.139-acre tract of land, more or less, located in Section 24, Township 20 North, Range 14 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-1, One-Family Residence District, for a subdivision development, be scheduled for October 3, 2012, in lieu of September 19, 2012. She stated that a large group of citizens are opposed to the proposed development and have requested that the matter be delayed.

Mr. Jackson, Parish Attorney, stated that the police jury has the authority to determine the hearing date at its discretion, and the developer does not have to agree.

After further discussion, **motion was made by Ms. Bennett, seconded by Mr. Rimmer, to schedule a public hearing on October 3, 2012, to consider the application of G & H Development, LLC, to the Benton-Parish MPC, for a zoning amendment to change the zoning classification of a 55.139-acre tract of land, more or less, located in Section 24, Township 20 North, Range 14 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-1, One-Family Residence District, for a subdivision development.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Ms. Dodson announced the hearing to consider condemnation of property at 308 Pease Road, Haughton, Bossier Parish, LA. Mr. Mike Vetkoetter, Property Standards Officer, presented current photographs of property at 308 Pease Road, Haughton, LA, advising that some work has been done to bring the property into compliance with property standards regulations. After further discussion, it was recommended that the property owner be allowed an additional 30 days in which to complete clean up of the property.

Motion was made by Mr. Cook, seconded by Mr. Darby, to allow the owner of property at 308 Pease Road, Haughton, LA, an additional 30 days in which to bring the property into compliance with property standards regulations.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Mr. Vetkoetter reported on a meeting of the Property Standards Board of Review, advising that it is recommended that a condemnation hearing be scheduled to consider condemnation of property at 256 Hedge Drive, Benton, LA, 553 Highway 162, Benton, LA, and 2902 Loriwood Drive, Haughton, LA.

Motion was made by Mr. Rimmer, seconded by Mr. Shewmake, to schedule a condemnation hearing on September 5, 2012, to consider condemnation of property at 256 Hedge Drive, Benton, LA.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Motion was made by Ms. Bennett, seconded by Mr. Rimmer, to schedule a condemnation hearing on September 5, 2012, to consider condemnation of property at 553 Highway 162, Benton, LA.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Motion was made by Mr. Benton, seconded by Mr. Cochran, to schedule a condemnation hearing on September 5, 2012, to consider condemnation of property at 2902 Loriwood Drive, Haughton, LA.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Mr. Bruce Easterly presented Change Order No. 31 on the Cyber Innovation Center building, advising that this change results in an additional cost of \$2,934,855.71. **Motion was made by Mr. Benton, seconded by Mr. Cochran,**

to approve Change Order No. 31 on the Cyber Innovation Center building, and to authorize the Parish Administrator to execute documents.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, that it does hereby approve Change Order No. 31 on the Cyber Innovation Center building.

BE IT FURTHER RESOLVED that William R. Altimus, Parish Administrator, is hereby authorized to execute said Change Order No. 31.

The resolution was offered by Mr. Benton, seconded by Mr. Cochran. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Benton, seconded by Mr. Rimmer, to approve Supplemental No. 1 to the Standard Form of Agreement Between Consolidated Waterworks/Sewerage District No. 1 of the Parish of Bossier, and Denmon Engineering Company, Inc., to design and construct primary sewer lift stations and force main, and to authorize the Parish Administrator to execute documents.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, that William Altimus, Parish Administrator, be and is hereby authorized to execute on behalf of the Bossier Parish Police Jury, Supplemental No. 1 to the Standard Form of Agreement Between Consolidated Waterworks/Sewerage District No. 1 of the Parish of Bossier, and Denmon Engineering Company, Inc., to design and construct primary sewer lift stations and force main.

The resolution was offered by Mr. Benton, seconded by Mr. Rimmer. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Skaggs, seconded by Mr. Plummer, to deny the request of Muddy Waters Sports Bar for a letter of no objection to the selling of alcohol and beer at a special event "NFL Sunday" for Dallas Cowboys and New Orleans Saints football games on September 23, 2012, October 21, 2012, December 23, 2012, and December 30, 2012, from 12:00 p.m. until 12:00 a.m., at the Muddy Waters Sports Bar, 5000 Benton Road, Suite 15, Bossier City, LA.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Mr. Ford presented Plan Change No. 1 on the Poole Road Realignment Project No. 2012-368, advising that this change results in an additional cost of \$6,194.10. Motion was made by Mr. Brotherton, seconded by Mr. Benton, to approve Plan Change No. 1 on the Poole Road Realignment Project No. 2012-368, and to authorize the President to execute documents.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, that it does hereby approve Plan Change No. 1 on the Poole Road Realignment Project No. 2012-368.

BE IT FURTHER RESOLVED that Rick Avery, President, is hereby authorized to execute said Plan Change No. 1.

The resolution was offered by Mr. Brotherton, seconded by Mr. Benton. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Ford presented Plan Change No. 2 on the Palmetto Road Widening, Phase I, Project No. 2012-369, advising that this change results in an additional cost of \$139,794.36.

Mr. Skip James, Aillet, Fenner, Jolly and McClelland, Inc., advised that additional work is needed on the approach slab on either side of the Palmetto Road bridge due to unexpected weakness beneath the existing slab. He stated that it has been determined that an SB2 base from Old Palmetto Road north will provide a better traveling surface for traffic while improvements are made to Palmetto Road in that area.

Mr. Jackson requested the status of the completion time on this project, and if liquidated damages may be due. Mr. Ford stated that the contractor is behind on construction of the bridge, and advised that the contract does include a \$2,000 per day liquidated damages clause. He stated that cracked pilings on the bridge are due to contractor error and may be subject to liquidated damages. Mr. Ford stated that there are other issues, including utilities, on this project that must be taken into account. He advised that AT&T and AEP failed to move their utility lines prior to the beginning of construction of this project. He stated that AT&T notified him last week that they have not relocated a fiber optic cable, and stated that the project cannot move forward until this cable is relocated. Mr. Ford stated that he and Mr. James are reviewing all delays and stated that the contractor understands the urgency of completing the project.

After further discussion, motion was made by Ms. Bennett, seconded by Mr. Benton, to approve Plan Change No. 2 on the Palmetto Road Widening, Phase I, Project No. 2012-369, and to authorize the President to execute documents.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, that it does hereby approve Plan Change No. 2 on the Palmetto Road Widening, Phase I, Project No. 2012-369.

BE IT FURTHER RESOLVED that Rick Avery, President, is hereby authorized to execute said Plan Change No. 2.

The resolution was offered by Ms. Bennett, seconded by Mr. Benton. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Jackson stated that the cemetery on Fillmore Cemetery Road is listed on the national registry of historical cemeteries. He stated that ingress and egress to the cemetery is in need of repair and stated that the police jury is authorized to provide the needed improvements in order to maintain this historical site. Mr. Brotherton stated that gravel is needed, and the use of a parish grader will be necessary.

After further discussion, **motion was made by Mr. Brotherton, seconded by Mr. Shewmake, to authorize improvements of the ingress and egress to an historical cemetery located off Fillmore Cemetery Road.**

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Motion was made by Ms. Bennett, seconded by Mr. Skaggs, to approve the Certificate of Substantial Completion of the Buckhall Road, Phase II, Project No. 2012-354, and to authorize the President to execute documents.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, that it does hereby approve the Certificate of Substantial Completion of the Buckhall Road, Phase II, Project No. 2012-354.

BE IT FURTHER RESOLVED that Rick Avery, President, be and is hereby authorized to execute any and all documents in connection with said Certificate of Substantial Completion.

The resolution was offered by Ms. Bennett, seconded by Mr. Skaggs. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Ms. Bennett, seconded by Mr. Skaggs, to adopt a resolution authorizing the incurring of debt and issuance of a Sewer Revenue Bond, Series 2012, in an amount not to exceed \$286,500, by the Parish of Bossier, State of Louisiana; and providing for other matters in connection therewith.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

PARISH OF BOSSIER, STATE OF LOUISIANA

August 15, 2012

The following resolution was offered by Ms. Bennett and seconded by Mr. Skaggs:

RESOLUTION

A resolution authorizing the incurring of debt and issuance of a Sewer Revenue Bond, Series 2012, in an amount not to exceed \$286,500, by the Parish of Bossier, State of Louisiana; and providing for other matters in connection therewith.

BE IT RESOLVED by the Police Jury of the Parish of Bossier, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish of Bossier, State of Louisiana (the "Parish"), that:

SECTION 1. Authorization and Sale of Bond. Pursuant to La. R.S. 30:2304 (the "Act"), and other constitutional and statutory authority, the Parish of Bossier, State of Louisiana, (the "Parish") is hereby authorized to incur debt for the purpose of acquiring, constructing and installing improvements, extensions and additions to the wastewater collection, treatment and disposal system of the Parish, and to represent said indebtedness, the Parish shall issue its Sewer Revenue Bond, Series 2012, in an amount not exceeding Two Hundred Eighty Six Thousand Five Hundred Dollars (\$286,500) (the "Bond"). The Bond shall be issued in the form of a single fully registered bond, dated the date of delivery thereof and numbered R-1. The Bond shall be non-interest bearing, and shall mature not later than twenty (20) years from date thereof. The principal of the Bond will be subject to forgiveness as provided in Section 0 below, and will be subject to prepayment at any time, in whole or in part at the option of the Parish, at a price of par plus accrued interest to the date of prepayment.

Pursuant to the Act and La. R.S. 39:1426(B), the Parish has determined to sell the Bond at a private sale without the necessity of publishing any notice of sale. Accordingly, the Bond is hereby sold to the Louisiana Department of Environmental Quality, Clean Water State Revolving Fund (the "Department"). The purchase price of the Bond shall be paid to the Parish by the Department in installments on an "as-needed" basis, and the date and amount of each installment of the purchase price shall be noted on the Bond and the obligation of the Parish to repay the principal of the Bond shall only accrue to the extent of the purchase price of the Bond theretofore paid by the Department.

SECTION 2. Form and Execution of Bond. The Bond shall be in substantially the form attached hereto as Exhibit A, and the President and Secretary of the Parish are authorized and directed on behalf of the Parish to execute, seal and deliver the Bond to the Department.

SECTION 3. Security for Bond; Principal Forgiveness. The Bond will be secured by and payable from the revenues of Parish's wastewater collection, treatment and disposal system (the "System"), subject to the prior payment of the reasonable and necessary costs and expenses of operating and maintaining the System, until the Bond is paid in full in accordance with its terms, all in accordance with the provisions of the Act and other constitutional and statutory authority. The Parish shall budget and set aside from time to time as necessary sufficient of the net revenues of the System to pay the principal of the Bond when due.

However, it is understood that the terms of the purchase of the Bonds by the Department provide that the Parish's obligation to repay the principal of the Bond will be forgiven simultaneously with the payment by the Department of each installment of the purchase price of the Bond. Accordingly, it is anticipated that no payments of principal, interest or administrative fees to the Department will ever be due and payable on the Bonds. Notwithstanding any law or contractual provision to the contrary, the forgiveness at any time of any or all of the principal of the Bond theretofore advanced by the Department shall in no way extinguish the Bond or the obligation thereof with respect to the yet-to-be advanced portion of the principal thereof.

SECTION 4. Loan Documents. The Commitment Agreement and the Loan & Pledge Agreement, in substantially the forms attached hereto as Exhibit B, are hereby approved, and the President and Secretary of the Governing Authority are authorized to execute and deliver the aforesaid documents on behalf of the Parish, with such changes as may be deemed necessary, upon the advice of counsel, in connection with the Bond.

SECTION 5. Authorization of Officers. The President and Secretary of the Governing Authority are hereby further authorized and directed, for and on behalf of the Parish, to accept, receive, execute, seal, attest and deliver all such additional documents, certificates and other instruments as are required in connection with the authorization, issuance, sale and delivery of the Bond and to take such further action as may be appropriate or required by law or advised by bond counsel in connection with the authorization, issuance, sale and delivery of the Bond.

SECTION 6. Publication; Peremption. A copy of this resolution shall be published immediately after its adoption in one issue of the official journal of the Parish, provided that the exhibits to this resolution (the form of Bond, the Commitment Agreement and the Loan & Pledge Agreement) need not be published but will instead be available for public inspection at the office of the Secretary during regular business hours on weekdays.

For a period of thirty (30) days from the date of such publication any person in interest shall have the right to contest the legality of this resolution or of the Bond and the provisions securing the Bond. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bond or the provisions of this resolution, and the Bond shall be conclusively presumed to be legal, and no court shall thereafter have authority to inquire into such matters.

SECTION 7. No Recourse on the Bond. No recourse shall be had for the payment of the Bonds or for any claim based thereon or on this resolution against any member of the Governing Authority or officer of the Parish or any person executing the Bond.

SECTION 8. Effective Date. This resolution shall take effect immediately.

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

YEAS: Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Brotherton, Mr. Cochran, Mr. Cook, Mr. Darby, Mr. Hammack, Mr. Plummer, Mr. Rimmer, Mr. Shewmake, Mr. Skaggs

NAYS: None

ABSENT: None

And the resolution was declared adopted on this, the 15th day of August, 2012.

/s/ Cindy Dodson

Secretary

/s/ Rick Avery

President

**EXHIBIT A
to Bond Resolution**

**[FORM OF BOND]
UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF BOSSIER
SEWER REVENUE BOND, SERIES 2012
OF THE**

PARISH OF BOSSIER, STATE OF LOUISIANA

<u>Bond Number</u>	<u>Bond Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
R-1	_____, 2012	_____, 2022	\$286,500

THE PARISH OF BOSSIER, STATE OF LOUISIANA (the "Parish"), promises to pay, but solely from the source and as hereinafter provided, to:

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

ATTN: Financial Services Division, Accounts Receivable

P. O. Box 4311

Baton Rouge, LA 70821-4311 (the "Department")

or registered assigns, on the dates and in the amounts as shown below, but solely from the revenues hereinafter specified, the principal amount stated above, on the Maturity Date stated above. This bond is non-interest bearing.

The purchase price of this Bond shall be paid by the Department to the Parish in installments. The date and amount of each purchase price installment, together with the amount of principal forgiveness associated therewith and the cumulative outstanding balance of this Bond, shall be noted on Schedule A attached hereto. Notwithstanding any law or contractual provision to the contrary, the forgiveness at any time of any or all of the principal of this Bond theretofore advanced by the Department shall in no way extinguish this Bond or the obligation of this Bond with respect to the yet-to-be advanced portion of the principal hereof.

This Bond represents the entire issue of indebtedness designated "Sewer Revenue Bond, Series 2012, of the Parish of Bossier, State of Louisiana" and this Bond is issued by the Parish pursuant to a resolution adopted by its governing authority on August 15, 2012 (the "Resolution"), for the purpose of acquiring, constructing and installing improvements, extensions and additions to the wastewater collection, treatment and disposal system of the Parish, under the authority conferred by La. R.S. 30:2304 and other constitutional and statutory authority (collectively, the "Act").

The principal installments of this Bond are subject to prepayment by the Parish in the manner set forth in the Resolution.

The payment of this Bond is secured by and payable from the revenues of Parish's wastewater collection, treatment and disposal system (the "System"), subject to the prior payment of the reasonable and necessary costs and expenses of operating and maintaining the System, until this Bond is paid in full in accordance with its terms, all in

accordance with the provisions of the Act and the Resolution. For a complete statement of the revenues from which and conditions under which this Bond is issued, reference is hereby made to the Resolution.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond necessary to constitute the same a legal, binding and valid obligation of the Parish have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Parish, including this Bond, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that this Bond shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers or owners for value thereof.

IN WITNESS WHEREOF, the Parish, acting through its governing authority, has caused this Bond to be executed in its name by the signatures of the President and the Secretary of its governing authority, and its official seal to be imprinted or impressed hereon.

PARISH OF BOSSIER, STATE OF LOUISIANA

Secretary President
(SEAL)

* * * * *

SCHEDULE A
SCHEDULE OF PRINCIPAL DRAWS AND PRINCIPAL BALANCE
\$286,500
SEWER REVENUE BOND, SERIES 2012
OF THE
PARISH OF BOSSIER, STATE OF LOUISIANA

Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____
Principal Draw Paid to Parish this Date: \$_____
Amount of Principal Forgiveness this Date: \$_____
Cumulative Amount of Principal Draws Paid to Date: \$_____
Cumulative Amount of Principal Forgiveness to Date: \$_____
Outstanding Balance of Principal \$_____
Signature of Authorized Officer of Department: _____
Date: _____ Draw Number: _____

Principal Draw Paid to Parish this Date: \$____
 Amount of Principal Forgiveness this Date: \$_____
 Cumulative Amount of Principal Draws Paid to Date: \$_____
 Cumulative Amount of Principal Forgiveness to Date: \$_____
 Outstanding Balance of Principal \$_____
 Signature of Authorized Officer of Department: _____
 Date: _____ Draw Number: _____
 Principal Draw Paid to Parish this Date: \$____
 Amount of Principal Forgiveness this Date: \$_____
 Cumulative Amount of Principal Draws Paid to Date: \$_____
 Cumulative Amount of Principal Forgiveness to Date: \$_____
 Outstanding Balance of Principal \$_____
 Signature of Authorized Officer of Department: _____
 Date: _____ Draw Number: _____
 Principal Draw Paid to Parish this Date: \$____
 Amount of Principal Forgiveness this Date: \$_____
 Cumulative Amount of Principal Draws Paid to Date: \$_____
 Cumulative Amount of Principal Forgiveness to Date: \$_____
 Outstanding Balance of Principal \$_____
 Signature of Authorized Officer of Department: _____
 Date: _____ Draw Number: _____
 Principal Draw Paid to Parish this Date: \$____
 Amount of Principal Forgiveness this Date: \$_____
 Cumulative Amount of Principal Draws Paid to Date: \$_____
 Cumulative Amount of Principal Forgiveness to Date: \$_____
 Outstanding Balance of Principal \$_____
 Signature of Authorized Officer of Department: _____

**EXHIBIT B
to Bond Resolution**

**[LOAN & PLEDGE AGREEMENT
AND SUPPLEMENTAL LOAN AGREEMENT]**

**CLEAN WATER
STATE REVOLVING FUND
COMMITMENT AGREEMENT
(LOAN WITH 100% PRINCIPAL FORGIVENESS)**

dated as of September 1, 2012

by and between

Louisiana Department of Environmental Quality

and the

Parish of Bossier, State of Louisiana

relating to the issuance of:
 not exceeding \$286,500
 Sewer Revenue Bond, Series 2012
 of the
 Parish of Bossier, State of Louisiana

 Loan No. CS221880-01

B:\DMW\DEQ Revolving Fund\Bossier Parish Green 2012\Commitment Agreement 7-20-12.doc

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* * * * *

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- EXHIBIT C-4 - Form of Certification regarding OMB Circular A-133 Requirements

COMMITMENT AGREEMENT

This **COMMITMENT AGREEMENT**, which shall be dated for convenience as of September 1, 2012, by and between:

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department"), an executive department and agency of the State of Louisiana, appearing herein through Vince Sagnibene, Undersecretary, duly authorized hereunto pursuant to an executive order of the Secretary of the Department dated August 24, 2011, and

THE PARISH OF BOSSIER, STATE OF LOUISIANA (the "Parish"), a political subdivision of the State of Louisiana, appearing herein though Rick Avery, its President, and Cindy Dodson, its Secretary, both duly authorized hereunto pursuant to a resolution adopted by the governing authority of the Parish on August 15, 2012;

WITNESSETH:

WHEREAS, the United States of America, pursuant to the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of establishing a water pollution control revolving fund for providing assistance (i) for construction of treatment works (as defined in Section 1292 of the Federal Act) which are publicly owned, (ii) for implementing a management program under Section 1329 of the Federal Act and (iii) for developing and implementing a conservation and management plan under Section 1330 of the Federal Act; and

WHEREAS, in order to be eligible to receive such capitalization grants, a state must first establish a water pollution control revolving loan fund to be administered by an instrumentality of the state with such powers and

limitations as may be required to operate such fund in accordance with the requirements and objectives of the Federal Act; and

WHEREAS, the State of Louisiana (the "State"), pursuant to Subchapter II, Chapter 14 of Title 30 of the Louisiana Revised Statutes of 1950, as amended, specifically La. R.S. 30:2301, *et seq.*) (the "State Act"), has established a Clean Water State Revolving Fund in the custody of the Department (the "State Revolving Fund") to be used for the purpose of providing financial assistance for the improvement of wastewater treatment facilities in the State, as more fully described in Section 2302(B) of the State Act, and has authorized the Department to administer the State Revolving Fund in accordance with applicable federal and state law; and

WHEREAS, the Parish has made application to the Department for a loan from the State Revolving Fund to finance the acquisition, construction and installation of improvements, extensions and additions to its wastewater collection, treatment and disposal system, which is a work of public improvement for the Parish (the "Project"); and

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

WHEREAS, in accordance with Section 1383(g) of the Federal Act, the Department has established a priority list under Section 1296 of Title 33 of the United States Code, and the Project is on such list; and

WHEREAS, indebtedness will be incurred by the Parish to represent the Parish's obligation to repay the loan from the State Revolving Fund, which indebtedness is referred to herein as the "Bonds";

NOW, THEREFORE, the Department and the Parish each agree to perform their respective obligations under this Commitment Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.01. Definitions. In addition to the terms defined in the preambles hereto, the following terms used in this Commitment Agreement shall have the following meanings, unless the context clearly requires otherwise:

"Authorizing Resolution" means the resolution adopted by the governing authority of the Parish authorizing the issuance of the Bonds and authorizing the sale of the Bonds to the Department, as it may be supplemented, modified or amended from time to time in accordance with its terms.

"Closing Date" means the date on which the Bonds are delivered to the Department and the first installment of the purchase price therefor is paid by the Department to the Parish.

"Loan" means the loan to be made by the Department from the State Revolving Fund to the Parish pursuant to this Commitment Agreement and the Loan Agreement, the obligation to repay which Loan will be evidenced by the Bonds.

"Loan Agreement" collectively means the Loan & Pledge Agreement described in Section 0 below, to be entered into by the Department and the Parish in connection with the sale of the Bonds to the Department, including the exhibits attached thereto, as the same may be supplemented, modified or amended from time to time in accordance with the terms thereof.

"System" means the Parish's revenue-producing wastewater collection, treatment and disposal system, as said system now exists, and as it may be hereafter improved, extended or supplemented while any of the Bonds remain outstanding, as more fully described in the Authorizing Resolution.

"Project" means the improvements to the System generally described in Exhibit A hereto, which are to be financed through the issuance of the Bonds.

ARTICLE II

THE LOAN AND THE BONDS

SECTION 2.01. Commitment to Make Loan. For the purpose of financing the costs of the Project and certain administrative costs relating to the issuance of the Bonds, as described generally in Exhibit A hereto, the Department commits to lend to the Parish, from legally available moneys in the State Revolving Fund, and under the terms and conditions specified in the Federal Act, the State Act, this Commitment Agreement, the Loan Agreement and the Bonds, the maximum sum of Two Hundred Eighty-Six Thousand Five Hundred Dollars (\$286,500), provided all of the conditions and requirements hereinafter set forth are fulfilled to the satisfaction of the Department. The Parish's obligation to repay the loan shall be represented by the Bonds, which will be issued by the Parish pursuant to the Authorizing Resolution and sold to the Department. In the Authorizing Resolution, the Parish will establish a dedicated source of revenue (or demonstrate that there is adequate security) for the repayment of the Bonds.

Notwithstanding the foregoing, the Loan shall be entitled to 100% principal forgiveness.

The Loan shall be subject to and conditioned upon the availability of sums in the State Revolving Fund and the Department will not be required to make the Loan or make disbursements pursuant to the Loan except from sums legally available to the Department in the State Revolving Fund. This Commitment Agreement constitutes a binding commitment of the Department to lend the Parish moneys from the State Fund and is intended to satisfy the requirement of Section 1282(b)(3) of the Federal Act as well as the requirements of 40 C.F.R §35.3135(c).

SECTION 2.02. Term of Commitment. (a) This Commitment Agreement must be accepted by the Parish no later than one month after the date of the execution hereof by the Department, otherwise it shall be null and void.

(b) Subject to the terms hereof and upon determination of the Department that the Parish, the Bonds and the Authorizing Resolution comply with all applicable laws, regulations and program guidelines, the Department will accept delivery of and make the initial payment of the purchase price of the Bonds during a period ending up to six months after the date of the acceptance hereof by the Parish. If the Bonds are not delivered to the Department within said six months then this Commitment Agreement shall expire, unless extended by mutual consent of the Department and the Parish. This Commitment Agreement shall not be construed to preclude the Parish from obtaining financing for the Project, in whole or in part, from sources other than the State Fund.

SECTION 2.03. Disbursement of Loan; Excess Project Costs. The purchase price of the Bonds will be paid to the Parish by the Department in installments upon submission of requisitions for qualified costs and expenses, in the manner and at the times to be set forth in the Loan Agreement. Installments of the purchase price of the Bonds must be disbursed by the Parish to pay costs of the Project no more than twenty (20) calendar days after receipt by the Parish.

SECTION 2.04. Payment of Additional Costs of the Project. In the event that Loan proceeds are not sufficient to pay the costs of the Project in full, the Parish shall nonetheless complete the Project and pay that portion of the costs as may be in excess of available Loan proceeds and shall not be entitled to any reimbursement therefor from the

Department, except for the proceeds of any additional financing which may (subject to availability) be provided by the Department pursuant to application by the Parish.

SECTION 2.05. Debt Service Payments. The Bonds shall be non-interest bearing. The principal of the Bonds shall be payable in installments commencing not later than two (2) years after the Closing Date or one (1) year after the completion date of the Project, whichever occurs first, and will be fully amortized not later than twenty (20) years from the date thereof, all in the manner to be set forth in the Loan Agreement and the Authorizing Resolution.

The Bonds will be subject to prepayment or redemption prior to maturity in accordance with the terms of the Bonds.

SECTION 2.06. Administrative Fee. The Department has determined to waive the annual administrative fee of one-half of one percent (0.50%) of the outstanding principal balance of the Loan.

SECTION 2.07. Loan Agreement. The Loan Agreement will contain detailed provisions concerning the terms and conditions of the Loan. Prior to the payment of the first installment of the purchase price of the Bonds, the Parish will be required to accept the terms and conditions of the Loan Agreement relating to the acquisition, construction, installation, maintenance and operation of the Project, the manner of payment of the purchase price of the Bonds, the use of funds from the State Revolving Fund by the Parish, the maintenance of financial records by the Parish, reporting requirements, user charges and compliance with state and federal laws and regulations, and the other provisions contained in the Loan Agreement.

SECTION 2.08. Audit Requirements. Parish acknowledges that by borrowing funds from the State Revolving Fund, it will be obligated to comply with the provisions of the Single Audit Act Amendments of 1996, and OMB Circular No. A-133, all as more further described in the Catalog of Federal Domestic Assistance (CFDC) Publication #66.458, and will deliver to the Department upon the delivery of the Bonds an acknowledgement thereof in substantially the form attached hereto as Exhibit C-4.

SECTION 2.09. Legal Fees. The Parish will pay all fees and expenses due to its own counsel and the fees and expenses of the Department's bond counsel, Adams and Reese, LLP, in connection with the Loan. Fees and expenses of legal counsel to the Parish and bond counsel to the Department may be treated as a cost of the Project and paid by the Parish from proceeds of the Loan or otherwise, provided that the fees of the Parish's counsel in connection with the issuance of the Bonds may not exceed the maximum fee permitted by the Louisiana Attorney General's fees schedule for fees of bond attorneys, and further provided that no fees of the Parish's attorneys which exceed budgeted eligible costs may be paid from proceeds of the Loan. Fees of the Department's bond counsel shall be as detailed in Exhibit B hereto.

ARTICLE III

LOAN CLOSING REQUIREMENTS

SECTION 3.01. Conditions of the Department's Obligations. In addition to the provisions hereof and the Loan Agreement, the obligation of the Department to make the Loan and advance moneys under the Loan Agreement will be subject to the following additional conditions:

(a) the Bonds, the Authorizing Resolution and the resolutions and/or ordinances imposing user charges with respect to the System, and authorizing the Loan Agreement, all will have been duly authorized, executed and delivered or adopted by the Parish, will be in full force and effect and will not have been amended, modified or supplemented except as may have been agreed to in writing by the Department as of the Closing Date;

(b) On the Closing Date the Department will receive:

(i) the executed opinions of counsel to the Parish and the Department in such form and containing such conclusions as may be reasonably required by the Department, addressed to the Department and the Parish;

(ii) a certificate or certificates, satisfactory in form and substance to the Department, from an authorized officer of the Parish, dated such Closing Date, to the effect that:

- 1) each of the representations of the Parish set forth herein and in the Loan Agreement is true, accurate and complete in all material respects as of such Closing date, and each of the agreements of the Parish set forth in the Loan Agreement to be complied with at or prior to such Closing Date has been complied with as of such date;
- 2) no litigation is pending, or to the knowledge of the authorized officer's knowledge, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, the Loan Agreement, the Authorizing Resolution or the creation, existence or powers of the Parish or the title of the present officers of the Parish, or any of them, to the respective offices and that none of the proceedings or authority for the issuance of the Bonds have been repealed, revoked or rescinded; and
- 3) the Bonds have been duly authorized, executed and delivered by the Parish, constitute valid and legally binding obligations of the Parish and are entitled to the security of and are secured by the Authorizing Resolution which, together with the Loan Agreement have been duly authorized, executed and delivered by the Parish;

- (iii) executed originals of the Bonds and the Loan Agreement and a certified copy of the Authorizing Resolution;
- (iv) executed originals of a Site Certificate, an Engineer's Certificate, Certification Regarding Cross-Cutting Federal Authorities and Acknowledgement of OMB Circular A-133 Requirements, in substantially the forms attached hereto as Exhibit C-1, Exhibit C-2, Exhibit C-3 and Exhibit C-4, respectively; and
- (v) such additional certificates, instruments and other documents, dated as of the Closing Date or before, as the Department or its counsel reasonably require to evidence the truth and accuracy as of the Closing Date of the representations of the Parish herein contained and contained in the Loan Agreement and the due performance and satisfaction by the Parish at or prior to such time of all agreements to be performed and all conditions then to be satisfied by the Parish.

(c) Subsequent to the Parish's acceptance of this Commitment Agreement and at or prior to the delivery date of the Bonds:

- (i) there will not have occurred any materially adverse change, or any development involving or materially adversely affecting the business, finances, functions or affairs of the Parish and the ability of the Parish to repay the Bonds;
- (ii) the Parish will not have incurred any additional indebtedness payable from the same source of revenues as the Bonds not otherwise described herein, and the Parish will not have defaulted in the payment of any obligation whatsoever due by it; and
- (iii) the United States will not be or become engaged in any major outbreak of armed hostilities which results in the declaration of a national emergency or there will not have occurred any national calamity so as to affect, in the sole judgment of the Department, the investment quality of the Bonds.

SECTION 3.02. Termination of Commitment. If the Parish is unable to satisfy the conditions to the obligations of the Department contained in this Commitment Agreement or if the obligations of the Department are terminated for any reason permitted by this Commitment Agreement, this Commitment Agreement will terminate.

ARTICLE IV
MISCELLANEOUS

SECTION 4.01. Assignment of Rights. This Commitment Agreement may not be assigned by the Parish.

In the Loan Agreement the Parish will approve and consent to any assignment, transfer or sale of the Loan Agreement and/or the Bonds by the Department including but not limited to any such assignment or transfer in connection with the issuance by or on behalf of the Department of bonds, notes or other debt obligations. The Parish will further approve and consent to any assignment or pledge by the Department of payments due from the Parish pursuant to the Loan Agreement and the Bonds as security or partial security for the payment of principal and interest on such bonds, notes or other debt obligations issued by or on behalf of the Department. The Parish will agree to cooperate with the Department in accomplishing any such assignment, including execution of any additional certificates or documents as may be reasonably required by the Department.

SECTION 4.02. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements of the Parish and the Department contained herein will remain operative and in full force and effect regardless of any investigation made by or on behalf of the Parish or the Department and will survive the closing of the Loan, delivery of the Loan documents and the delivery of the Bonds to the Department, provided that in the event of a conflict with this Commitment Agreement, the Loan Agreement shall control.

SECTION 4.03. Severability. In the event any provision of this Commitment Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 4.04. Amendments, Supplements and Modifications. This Commitment Agreement may be amended, supplemented or modified in writing by the consent of both the Department and the Parish.

SECTION 4.05. Execution in Counterparts. This Commitment Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 4.06. Applicable Law. This Commitment Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 4.07. Captions. The captions or headings in this Commitment Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Commitment Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Department and the Parish have caused this Commitment Agreement to be executed and accepted on the respective dates set forth below, but dated for convenience of the parties as of the date first above-written.

Date of Offer by Louisiana Department of Environmental Quality
_____, 20____

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
Undersecretary,
PARISH OF BOSSIER, STATE OF LOUISIANA

Date of Acceptance of Offer by Parish
_____, 20____

By: _____
President

ATTEST:
By: _____
Secretary

(SEAL)
EXHIBIT A
to Commitment Agreement

**DESCRIPTION OF PROJECT
AND PRELIMINARY PROJECT BUDGET**

[TO BE FURNISHED BY PARISH]

**EXHIBIT B
to Commitment Agreement**

FEES OF BOND COUNSEL TO THE DEPARTMENT

The Parish will use its own counsel to prepare the Authorizing Resolution, Bonds, and opinion relating to the Bonds. The Department's Bond Counsel, Adams and Reese, LLP, will be required to review all such documentation and the fee of Department's Bond Counsel will not exceed the "Maximum Fee" shown in the following table:

<u>MORE THAN</u>	<u>BUT NOT MORE THAN</u>	<u>MAXIMUM FEE*</u>
Zero	\$1,000,000	\$6,375
\$1,000,000	\$1,350,000	0.6375% of face amount of the Loan
\$1,350,000	\$2,700,000	\$8,606 plus 0.1875% of all over \$1,350,000
\$2,700,000	\$6,750,000	\$11,138 plus 0.1350% of all over 2,700,000
\$6,750,000	\$13,500,000	\$16,605 plus 0.06% of all over \$6,750,000
\$13,500,000	--	\$20,655 plus 0.0413% of all over \$13,500,000

*Plus approved, reasonable and necessary travel and out-of-pocket expenses.

**EXHIBIT C-1
to Commitment Agreement**

FORM OF SITE CERTIFICATE

(five executed originals to be furnished at or prior to loan closing)

This is to certify that the **PARISH OF BOSSIER, STATE OF LOUISIANA** (the "Parish"), has acquired all property (sites, easements, rights-of-way or specific use permits) necessary for construction, operation, and maintenance of sewerage facilities described as

(insert proposed contract number and description):

in accordance with approved plans and specifications and designated as Project Number CS221880-01 by the State of Louisiana, Clean Water State Revolving Fund.

Any deeds or documents required to be recorded to protect the title(s) or rights held by the Parish have been recorded or filed for record wherever necessary. In the event of conflicts with existing underground utilities or to preserve unknown cultural or historic resources, the Parish has the right to eminent domain and will take condemnation action, if necessary, to acquire any sites, easements, or rights-of-way which may be required to change the location of any of the facilities described above; and upon acquisition of the rights-of-way and recording of documents, will submit another site certificate to that effect.

EXECUTED this ____ day of _____, 20____.

(Signature of Parish's Counsel)

(Print Name and Title)

**EXHIBIT C-2
to Commitment Agreement**

FORM OF ENGINEER'S CERTIFICATE

(five executed originals to be furnished at or prior to loan closing)

This is to certify that the undersigned is the engineer for the **PARISH OF BOSSIER, STATE OF LOUISIANA** (the "Parish"), with respect to:

(insert proposed contract number and description):

in accordance with approved plans and specifications and designated as Project Number CS221880-01 by the State of Louisiana, Clean Water State Revolving Fund.

The undersigned does hereby further certify that we are familiar with the sewer utility system of said Parish, including all the appurtenant equipment, accessories and properties, both real and personal (the "System") and have reviewed or participated in the actions taken by the Parish in obtaining continuous and adequate land and rights-of-way for the construction and operation of the System.

We further certify that we have reviewed the "Site Certificate" attached hereto and that we are not aware of any occurrences that would vary the statements contained therein and that we are not aware of any problem involving sites, easements, rights-of-way, or specific use permits that will materially impede the construction, operation and maintenance of the project described in said site certificate.

We further certify that all easements, franchises, rights-of-way and all other property necessary and essential to the operation of said System to constitute a complete and workable sewer system or necessary for the ownership by the Parish to constitute a revenue producing facility have been obtained.

EXECUTED this ____ day of _____, 20____.

(Signature of Engineer)

(Print Name and Title)

**EXHIBIT C-3
to Commitment Agreement**

**FORM OF CERTIFICATE REGARDING
CROSS-CUTTING FEDERAL AUTHORITIES**

(Five executed originals to be furnished at or prior to loan closing)

The undersigned President of the Parish of Bossier, State of Louisiana (the "Parish"), do hereby certify that the Parish will comply with laws, regulations, policies and conditions relating to the Clean Water State Revolving Fund ("CWSRF"). I further certify that so long as the Loan is outstanding, to the extent that any of the following are applicable to the Parish or the Project, the Parish will comply with following cross-cutting federal authorities that apply to projects and activities receiving assistance from the CWSRF:

ENVIRONMENTAL AUTHORITIES:

1. National Environmental Policy Act (P.L. 91-190), the Clean Water Act (P.L. 92-500, as amended) and

the Safe Drinking Water Act (P.L. 93-253, as amended) to protect the quality of the environment, all surface water, ground water and sole source aquifers.

2. The applicable State Environmental Review Process (See 40 CFR Part 35) to ensure consideration of environmental impacts, to resolve compliance through prudent planning and to integrate compliance with other cross-cutting environmental laws.

3. Section 106 of the National Historic Preservation Act of 1966 (PL 89-665, as amended), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (PL 93-291), to minimize harm to historic landmarks and/or cultural resources in the project area.

4. Executive Order No. 11990 (1977), as amended by Executive Order No. 12608 (1997), to minimize the destruction, loss, or degradation of wetlands in any manner when there are feasible alternatives available; and Executive Order No. 11988 (1977), as amended by Executive Order No. 12148 (1979), to promote the prudent management of flood plains; and the Farmland Protection Policy Act (P.L. 97-98) to minimize adverse effects of federal programs on farmland.

5. Coastal Zone Management Act (P.L. 92-583, as amended) and the Coastal Barrier Resources Act (P.L. 97-348, as amended) to protect and enhance the nation's coastal zones and ecologically sensitive coastal barriers.

6. Wild and Scenic Rivers Act (P.L. 90-542, as amended) to preserve the special scenic, cultural, historic, recreational, geological, and fish and wildlife values of the nation's free flowing rivers and adjacent land.

7. Endangered Species Act (P.L. 93-205, as amended) to ensure that the project will not jeopardize, destroy, or adversely modify the continued existence of any endangered or threatened species or adversely affect its critical habitat.

8. Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act (P.L. 94-265, as amended) to manage and conserve national fishery resources.

9. The approved State Implementation Plan under the Clean Air Act (P.L. 95-95).

10. Safe Drinking Water Act (P.L. 93-523, as amended) to determine the impact, if any, that the project may have on ground water supplies.

11. Wilderness Act (16 U.S.C. 1131, *et. seq.*) to protect areas in national parks, wildlife areas or forests that have been designated as wilderness areas.

12. Fish & Wildlife Coordination Act (P.L. 89-665, as amended) to protect fish and wildlife when Federal actions result in the control or modification of a natural stream or body of water.

SOCIAL POLICY AUTHORITIES:

13. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination in the provision of service and benefits on the basis of race, color, or national origin.

14. Section 13 of the Federal Water Pollution Act Amendments of 1972 (33 U.S.C. Sec 1251), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec 794), as implemented by Executive Orders 11914 and 11250), and the Age Discrimination Act of 1975 (42 U.S.C. Sec 6102), which prohibit discrimination in the provision of services and benefits on the basis of race, color, national origin, sex, handicap or age.

15. Executive Order No. 11246 (1965), which applies equal employment opportunity principles to federally assisted construction programs.

16. Executive Orders 11625, 12138, 12432 and Section 129 of the Small Business Administration and Reauthorization and Amendment Act of 1988 (P.L. 100-590) with reference to utilization of minority and/or women business enterprises.

17. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act (P.L. 102-389) to take six affirmative steps that are intended to promote the participation of disadvantaged business enterprises in their projects and activities, and thereby increase the likelihood that the state will achieve its fair share objective.

18. Executive Order 12898 (1994) with reference to federal actions to address environmental justice in minority populations and low-income populations.

19. MBE/WBE requirements addressed by regulation at 40 CFR 31.36(e) or 40 CFR 30.44(b).

20. OSHA Worker Health & Safety Standards addressed by regulation at 29 CFR 1910.120.

21. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

22. Contract Work Hours and Safety Standards Act, as amended (40 USC Sec. 327-333), which requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek, and further prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally-financed and assisted construction projects.

23. Copeland "Anti-Kickback" Act (40 USC §276c and 18 USC §874), which precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment.

ECONOMIC & MISCELLANEOUS AUTHORITIES:

24. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738 (1973), which prohibit the procurement of goods, services, or materials from suppliers who have been convicted of violations of these laws.

25. Executive Order No. 12549 (1986), which prohibits participation in a federal assistance program by anyone who has been debarred or suspended.

26. Demonstration Cities and Metropolitan Development Act of 1966 (P.L. 89-754), which requires intergovernmental review of the proposed project.

27. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federally assisted programs (See 40 CFR Part 4). These requirements apply to all interests in real property acquired for project purposes regardless of SRF participation.

28. Executive Order 13202 (2001), as amended by Executive Order 13208 (2001), with reference to preservation of open competition and government neutrality towards government contractors' labor relations on federal and federally funded construction projects.

OTHER AUTHORITIES:

29. All applicable requirements of all other federal and state laws, executive orders, policies, and regulations governing this program including compliance with the Single Audit Act (OMB Circular A-133).

30. Requirements that the facility to be designed to comply with the "American National Specifications for Making Buildings Accessible to, and Usable by the Physically Handicapped," Number A117-1-196.

The undersigned further agrees that the Parish will obtain approval by the CWSRF of the final design drawings and specifications before the project is advertised for bidding; will complete the project in accordance with this application, the approved System Improvement Plan, and approved plans and specifications; and, will submit project changes to the CWSRF for prior approval.

I further certify that I am a duly authorized representative of the Parish, and that I have read and understand these requirements and assurances.

_____, 20__

PARISH OF BOSSIER, STATE OF LOUISIANA

By: _____
President, Police Jury

**EXHIBIT C-4
to Commitment Agreement**

**ACKNOWLEDGEMENT OF
OMB CIRCULAR A-133 REQUIREMENTS
(for governmental and non-profit borrowers)**

The undersigned officer of the Parish of Bossier, State of Louisiana (the "Parish"), together with the undersigned certified public accountant, hereby represent and acknowledge as follows:

1. This certification is being executed in connection with the issuance and delivery by the Parish of its \$286,500 Sewer Revenue Bond, Series 2012, which are being purchased by the Clean Water State Revolving Fund administered by the Louisiana Department of Environmental Quality (the "Fund"), and represent the Parish's obligation to repay a loan from the Fund (the "Loan").

2. The undersigned certified public accountant is currently performing, has performed or is engaged to perform an annual audit of the Parish's financial statements.

3. By virtue of undertaking the aforesaid Loan from the Department, the Parish and the undersigned certified public accountant acknowledge that for any fiscal year during which the Parish has received installments of Loan proceeds from the Department, the Parish's audited financial statements must comply with the requirements of the Single Audit Act Amendments of 1996, and OMB Circular No. A-133, all as more further described in the Catalog of Federal Domestic Assistance (CFDC) Publication #66.458.

4. With respect to fiscal years after Parish has received any Loan proceeds and completed construction of the project, and when Parish's only ongoing financial activity with respect to the Fund is the payment of principal and interest on outstanding balances, the prior balances are not considered to have continuing compliance requirements under Circular A-133. Such loans that do not have continuing compliance requirements other than to repay the loans are not considered Federal awards expended and therefor are not required to be audited under Circular A-133. However, the undersigned acknowledge that in such fiscal years its audited financial statements may be required to comply with Circular A-133 by virtue of receiving federal funds from sources other than the Fund, and the Parish undertakes to make an annual determination of whether or not such compliance will be required.

5. The Parish agrees that it will undertake to notify any successor auditor of the requirements described in 3 and 4 above.

PARISH OF BOSSIER, STATE OF LOUISIANA

Signature: _____

Title: _____

* * * * *

NAME OF AUDITOR OR FIRM:

Signature: _____

Printed Name: _____

Dated: _____, 20__

**CLEAN WATER
STATE REVOLVING FUND

LOAN AND PLEDGE AGREEMENT
(LOAN WITH 100% PRINCIPAL FORGIVENESS)**

Dated as of September 1, 2012

by and between
Louisiana Department of Environmental Quality
and the
Parish of Bossier, State of Louisiana

relating to the issuance of:
not exceeding \$286,500
Sewer Revenue Bond, Series 2012
of the
Parish of Bossier, State of Louisiana
Loan No. CS221880-01

B:\DMW\DEQ Revolving Fund\Bossier Parish Green 2012\Loan Agreement 7-20-12.doc

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LOAN AND PLEDGE AGREEMENT

This **LOAN AND PLEDGE AGREEMENT**, which shall be dated for convenience as of September 1, 2012, by and between:

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department"), an executive department and agency of the State of Louisiana, appearing herein through Vince Sagnibene, Undersecretary, duly authorized hereunto pursuant to an executive order of the Secretary of the Department dated August 24, 2011, and

THE PARISH OF BOSSIER, STATE OF LOUISIANA (the "Parish"), a political subdivision of the State of Louisiana, appearing herein though Rick Avery, the President of its Police Jury, and Cindy Dodson, the Secretary of its Police Jury, both duly authorized hereunto pursuant to a resolution adopted by the governing authority of the Parish on August 15, 2012;

W I T N E S S E T H:

WHEREAS, the United States of America, pursuant to the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of establishing a water pollution control revolving fund for providing assistance (i) for construction of treatment works (as defined in Section 1292 of the Federal Act) which are publicly owned, (ii) for implementing a management program under Section 1329 of the Federal Act and (iii) for developing and implementing a conservation and management plan under Section 1330 of the Federal Act; and

WHEREAS, in order to be eligible to receive such capitalization grants, a state must first establish a water pollution control revolving loan fund to be administered by an instrumentality of the state with such powers and limitations as may be required to operate such fund in accordance with the requirements and objectives of the Federal Act; and

WHEREAS, the State of Louisiana (the "State"), pursuant to Subchapter II, Chapter 14 of Title 30 of the Louisiana Revised Statutes of 1950, as amended, specifically La. R.S. 30:2301, et seq.) (the "State Act"), has established a Clean Water State Revolving Fund in the custody of the Department (the "State Revolving Fund") to be used for the purpose of providing financial assistance for the improvement of wastewater treatment facilities in the State, as more fully described in Section 2302 of the State Act, and has authorized the Department to administer the State Revolving Fund in accordance with applicable federal and state law; and

WHEREAS, the Parish has made application to the Department for a loan from the State Revolving Fund to finance the acquisition, construction and installation of improvements, extensions and additions to its wastewater collection, treatment and disposal system, which is a work of public improvement for the Parish (the "Project"); and

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

WHEREAS, in accordance with Section 1383(g) of the Federal Act, the Department has established a priority list under Section 1296 of Title 33 of the United States Code, and the Project is on such list; and

WHEREAS, Title II (State and Tribal Assistance Grants) of Public Law 111-88, provides capitalization grants to the State Revolving Fund for fiscal year 2010 (which grant will be the source of at least part of the hereinafter described loan), and requires that "not less than 30 percent of the funds made available under this title to each State for Clean Water State Revolving Fund capitalization grants . . . shall be used by the State to provide additional subsidy to eligible recipients in the form of forgiveness of principal, negative interest loans, or grants (or any combination of these)"; and

WHEREAS, under the Cooperative Economic Development Law (La. R.S. 33:9020, et seq.) the State of Louisiana (the "State"), its local governmental subdivisions (with or without the creation of an economic development corporation), political corporations, public benefit corporations, the United States or its agencies, or any public or private association, corporation, or individual may enter into cooperative financing arrangements between and among the State, its local governmental subdivisions, political corporations, public benefit corporations, the United States or its agencies, or any public or private association, corporation, or individual, to finance economic development projects, as defined in the Cooperative Economic Development Law; and

WHEREAS, such cooperative financing arrangements may include loans, loan guarantees, grants, or any form of financial subsidy or incentive; and

WHEREAS, the Department and the Parish intend by this Agreement to provide specifically for the additional subsidization requirements of federal law described above;

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana of 1974 provides that for a public purpose "the State of Louisiana and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, the Department and the Parish desire to cooperate in the financing of the Project; and

WHEREAS, the Department has a reasonable expectation of receiving a benefit or value that is at least equivalent public health and environmental benefits to be derived from the Project and the financing thereof using funds under P.L. 111-88, and the additional subsidization provided in Section 3.02 is mandated by P.L. 111-88 and is not a gratuitous donation;

WHEREAS, the Parish, by resolution of its governing authority adopted on August 15, 2012, has authorized the incurring of debt and the issuance of its Sewer Revenue Bond, Series 2012 in an amount not to exceed \$286,500 (the "Bonds"), for the aforesaid purposes, which Bonds are proposed to be purchased by the Department using available moneys in the State Revolving Fund; and

WHEREAS, the Bonds will be secured by and payable from the revenues of Parish's wastewater collection, treatment and disposal system, subject to the prior payment of the reasonable and necessary costs and expenses of operating and maintaining the System, until the Bonds are paid in full in accordance with their terms, all in accordance with the provisions of La. R.S. 30:2304 and other constitutional and statutory authority, however, it is understood that the terms of the purchase of the Bonds by the Department provide that the Bonds are non-interest bearing and the Parish's obligation to repay the principal of the Bond will be forgiven simultaneously with the payment by the Department of each installment of the purchase price of the Bonds, accordingly, it is anticipated that no payments of principal, interest or administrative fees of the Department will ever be due and payable on the Bonds;

NOW, THEREFORE, the Department and the Parish each agree to perform their respective obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEFINITIONS AND INTERPRETATION

SECTION 1.01. Definitions. The following terms used in this Loan Agreement shall have the following meanings, unless the context clearly requires otherwise:

"Authorized Officer" means the officer or officers of the Parish Police Jury who have executed this Loan Agreement, or their successors in office, or such other person or persons authorized pursuant to the Authorizing Resolution to act as an authorized officer of the Parish Police Jury to perform any act or execute any document relating to the Loan, the Bonds or this Loan Agreement.

"Authorizing Resolution" means the resolution adopted by the governing authority of the Parish, authorizing the issuance of the Bonds and authorizing the sale of the Bonds to the Department, as it may be supplemented, modified

or amended from time to time in accordance with its terms.

"Bonds" shall mean the Parish's Sewer Revenue Bond, Series 2012, in an amount not to exceed \$286,500, which is being issued by the Parish for the purpose of paying Costs of the Project, sold to the Department and purchased by the Department from moneys in the State Revolving Fund.

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

"Commitment Agreement" means Commitment Agreement entered into between the Department and the Parish in connection with the Loan, including the exhibits attached thereto, as it may be supplemented, modified or amended from time to time in accordance with the terms thereof.

"Completion Date" means the earlier of (i) the date of the final disbursement of the purchase price of the Bonds to the Parish, or (ii) the date that operation of the Project is initiated or capable of being initiated, as certified by an Authorized Officer in accordance with Section 0.

"Construction Fund" means the fund or account to be established in accordance with the Parish's customary accounting practices, into which each installment of the purchase price of the Bonds is to be deposited, and from which Costs of the Project and costs of issuance of the Bonds will be disbursed by the Parish.

"Costs of the Project" means, with reference to the Project, all capital costs incurred or to be incurred for the Project, including but not limited to (a) engineering, financing, legal and other fees and expenses related to the issuance of the Bonds, (b) acquisition and construction costs of the Project, (c) interest on the Bonds during construction, if specifically approved by the Department, and (d) a reasonable allowance for contingencies, all to the extent permitted by the Federal Act, the State Act and any rules or regulations promulgated thereunder.

"Default" means an event or condition, the occurrence of which would constitute with the lapse of time or the giving of notice or both an Event of Default with respect to the Bonds.

"Delivery Date" means the date on which the Bonds are delivered to the Department and the first installment of the purchase price therefor is paid by the Department to the Parish.

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

"Engineer" means a consulting engineer or firm of consulting engineers registered and licensed by the Louisiana Professional Engineering and Land Surveying Board, or its successor in function, as a professional engineer and selected by the Parish for the purpose of providing engineering services with respect to the Project. If the Parish employs a qualified in-house engineer, then such personnel may be the Engineer hereunder with the approval of the Department.

"EPA" means the United States Environmental Protection Agency or any successor entity which may succeed to the administration of the programs established by the Federal Act.

"Event of Default" means any occurrence or event specified in Section 0.

"Federal Act" means the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code, and other statutory and regulatory authority amendatory or supplemental thereto.

"Fiscal Year" means the Parish's one-year accounting period as determined by the Governing Authority.

"Governing Authority" means the Police Jury of the Parish or its successor in function.

"Loan" means the loan made by the Department from the State Revolving Fund to the Parish pursuant to this Loan Agreement, the obligation to repay which Loan is evidenced by the Bonds.

"Loan Agreement" means this Loan and Pledge Agreement, including the exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Amount" means the maximum amount that the Department has agreed to loan the Parish, being the authorized principal amount of the Bonds.

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

- (a) Bonds that have been cancelled or delivered to the Registrar for cancellation;
- (b) Bonds that have been defeased in accordance with Section 0;
- (c) Bonds in exchange for or *in lieu* of which other Bonds have been registered and delivered pursuant to the Authorizing Resolution; or
- (d) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Authorizing Resolution or by law.

"Parish" means the Parish of Bossier, State of Louisiana, a political subdivision of the State of Louisiana, and its successors or assigns.

"Plans and Specifications" means the drawings, elevations, shop drawings and accompanying specifications for work prepared by the Engineer for the Parish relating to the Project or any portion thereof.

"Principal Payment Date" means each principal payment date on the Bonds, as set forth in the Authorizing Resolution.

"Project" means the improvements to the System generally described in Exhibit A hereto, which are being financed through the issuance of the Bonds.

"Regulations" means the regulations of the Department adopted pursuant to and in furtherance of the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, and the State Act, as such may be amended from time to time, including, without limitation Title 33, Part IX, Chapter 21 of the Louisiana Administrative Code (L.A.C. 33:IX.2101, *et seq.*).

"Scheduled Completion Date" means the date presently estimated by the Parish and the Engineer to be the Completion Date, which is _____.

"State" means the State of Louisiana.

"State Act" means La. R.S. 30:2301, *et seq.* and other constitutional and statutory authority supplemental thereto.

"State Revolving Fund" means the Clean Water State Revolving Fund administered, operated and maintained by the Department pursuant to the Federal Act and the State Act.

"System" means the Parish's revenue-producing wastewater collection, treatment and disposal system, as said system now exists, and as it may be hereafter improved, extended or supplemented while any of the Bonds remain

outstanding, as more fully described in the Authorizing Resolution.

"*User Fees*" means charges or fees levied on users of the System for the cost of operation, maintenance and replacement of the System, for the repayment of debt incurred with respect to the System and for such other purposes as may be determined by the Governing Authority from time to time.

SECTION 1.02. Rules of Interpretation

(a) Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Loan Agreement:

- (1) words importing the singular number shall include the plural number and *vice versa*;
- (2) all references to particular articles or sections herein are references to articles or sections of this Loan Agreement;
- (3) the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Loan Agreement, nor shall they affect its meaning, construction or effect;
- (4) the terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms as used in this Loan Agreement refer to the Loan Agreement in its entirety and not the particular article or section of this Loan Agreement in which they appear; and
- (5) the term "hereafter" means after the date of execution of this Loan Agreement and the term "heretofore" means before the date of the execution of this Loan Agreement.

(b) In the event that any provisions of the Authorizing Resolution conflict with any provision of this Loan Agreement, then the provisions of this Loan Agreement shall control.

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ARTICLE II

REPRESENTATIONS OF THE DEPARTMENT

SECTION 2.01. Representations of the Department. The Department represents and covenants as follows:

- (a) The Department is authorized by the State Act to administer, operate and maintain the State Revolving Fund in full compliance with the Federal Act, as amended, and the requirements of the EPA promulgated thereunder.
- (b) The Department has complied with the provisions of the Federal Act and the State Act and all regulations thereunder with respect to the State Revolving Fund and has full power and authority to execute and deliver this Loan Agreement and to consummate the transactions contemplated hereby and perform its obligations hereunder.
- (c) The Department, by executive order of its Secretary, being the chief executive officer thereof, has authorized the execution, delivery and due performance of this Loan Agreement and the taking of any and all actions as may be required on the part of the Department to carry out, give effect to and consummate the transactions contemplated hereby and all approvals necessary in connection with the foregoing.
- (d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Department or to the best knowledge of the Department is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Loan Agreement or any agreement or instrument to which the Department is a party and which is used or contemplated for use in consummation of the transactions contemplated hereby.
- (e) The execution and delivery by the Department of this Loan Agreement and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, deed of trust, note, loan agreement, or other contract or instrument to which the Department is a party or by which it is bound, and to the best of the Department's knowledge any judgment, decree, order, statute, rule or regulation applicable to the Department and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated hereby have been obtained.
- (f) The Department has determined that the Project, subject to final review of the Plans and Specifications, is eligible for financial assistance from the State Revolving Fund, and the Project is listed on the State's priority list as required by Section 1383(g) of the Federal Act.

SECTION 2.02. Representations of the Parish. The Parish represents and covenants as follows:

- (a) The Parish is a political subdivision of the State and has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to execute, issue and deliver the Bonds, to pledge the revenues necessary to secure the payment of the Bonds, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.
- (b) The proceedings of the Governing Authority approving this Loan Agreement and the Bonds and authorizing their execution, issuance and delivery by the Parish and authorizing the Parish to undertake and complete the Project, including, without limitation the Authorizing Resolution, have been duly and lawfully adopted in accordance with the laws of the State, including the Open Meetings Law (R.S. 42:4.1, *et seq.*).
- (c) The Authorizing Resolution was duly adopted by the Governing Authority and was published in the official journal of the Parish no less than 30 days prior to the delivery date of the Bonds and since the said publication no actions or proceedings have been filed or threatened contesting the legality of the Authorizing Resolution, the Bonds or any provision for payment of the Bonds.
- (d) This Loan Agreement and the Bonds have been duly authorized and have been or will be duly executed and delivered by the Authorized Officer, and assuming that the Department has all the requisite power and authority to authorize, execute and deliver and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement and the Bonds will constitute the legal, valid and binding obligations of the Parish, enforceable in accordance with their respective terms.
- (e) To the best of the Parish's knowledge, there is no fact that the Parish has not disclosed to the Department in writing on the Parish's application for the Loan or otherwise that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Parish or the System or the ability of the Parish to make all Loan repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.
- (f) To the best of the Parish's knowledge, the authorization, execution and delivery of this Loan Agreement and the Bonds by the Parish, the observance and performance by the Parish of its duties, covenants, obligations and agreements thereunder and under the Authorizing Resolution and the consummation of the transactions

provided for in this Loan Agreement, the Authorizing Resolution and the Bonds, the compliance by the Parish with the provisions of this Loan Agreement, the Authorizing Resolution and the Bonds and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of or constitute a default under or result in the creation or imposition of any lien, charge or other encumbrance upon any property or assets of the Parish pursuant to any ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of the Authorizing Resolution and the Bonds) and any ordinance, resolution or indenture which authorized outstanding debt obligations to which the Parish is a party or by which the Parish, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Parish, the System or its properties or operations are subject.

(g) There are no proceedings pending, or to the knowledge of the Parish, threatened, against or affecting the Parish in any court or before any governmental authority or arbitration board or tribunal that have not been disclosed in writing to the Department in the Parish's application for the Loan or otherwise that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Parish or its System or the ability of the Parish to make all Loan repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

(h) To the best of the Parish's knowledge, no event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement and the Bonds or receipt of the amount of the Loan, or upon the happening of any such event and the giving of notice and/or the passage of time, would constitute an Event of Default hereunder or under the Authorizing Resolution. The Parish is not in violation of and has not received notice of any claimed violation of any term of any agreement or other instrument to which it is a party or by which it or the System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Parish or its System or the ability of the Parish to make all Loan repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement, the Authorizing Resolution and the Bonds.

(i) The Parish has obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance by the Parish of its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds or for the undertaking or completion of the Project and the financing or refinancing thereof and the Parish has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Parish of its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with any governmental body or officer that has not been obtained is required on the part of the Parish as a condition to the authorization, execution and delivery of this Loan Agreement and the Bonds, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(j) The Parish is in compliance with all laws, resolutions, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Parish to conduct its activities or undertake or complete the Project, or the condition (financial or otherwise) of the Parish or its System; and the Parish has obtained or will obtain all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Parish to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Parish or its System.

(k) The Parish has not previously pledged the revenues being used to repay the Bonds to the payment of any indebtedness of the Parish or any other entity.

SECTION 2.03. Particular Covenants of the Parish. The Parish further covenants and agrees for the benefit of the Department as follows:

(a) The Parish agrees that the estimated Costs of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation as of the date hereof, and upon direction of the Department will supply the same with a certificate from its Engineer stating that such estimated cost is a reasonable and accurate estimation. With the approval of the State Revolving Fund Engineering Manager, the Parish and the Department may mutually agree to change the allocation and categories shown in said Exhibit B without the necessity of amending the Loan Agreement.

(b) The Parish will promptly notify the Department of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Parish relating to the System or to the ability of the Parish to make all or any Loan repayments, provide for the payment of Administrative Fees and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

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ARTICLE III

LOAN TO PARISH; ISSUANCE OF BONDS

SECTION 3.01. Terms of the Loan. The Department hereby agrees to reserve in the State Revolving Fund a sum equal to the Loan Amount from the sums available to the Department or to be received by the Department to be deposited in the State Revolving Fund. The Department further agrees that it will effect the Loan by purchasing the Bonds from the Parish and paying the purchase price thereof in installments pursuant to this Loan Agreement and the Authorizing Resolution in accordance with Sections 0 and 0.

The Parish will apply the proceeds of the Loan to finance the Costs of the Project, and where applicable, to reimburse the Parish or any lender for such portion of the Costs of the Project that was paid or incurred by the Parish or for payment of the cost of which sums were borrowed on an interim basis in anticipation of reimbursement by the Department, and to pay the costs of issuance of the Bonds.

Notwithstanding the foregoing, (i) the Department shall be under no obligation to continue to make disbursements after an Event of Default has occurred and is continuing under the Authorizing Resolution or this Loan Agreement; and (ii) the Department shall not be obligated to make or continue to make disbursements if funds are not legally available to the Department in the State Revolving Fund to make the Loan or make disbursements pursuant to the Loan. The Parish shall use the proceeds of the Loan strictly in accordance with the terms of the Authorizing Resolution and this Loan Agreement.

SECTION 3.02. Additional Subsidization. In order to meet the federal-law mandate that at least 30% of funds utilized by the State Revolving Fund and derived from federal capitalization grants from FFY2010 and following years be used to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants or any combination of these, the Department agrees that it shall forgive 100% of the principal amount of the Loan.

Upon the payment of each principal draw on the Loan, and without any further action on the part of the Department or the Parish, one hundred percent (100%) of the principal amount of each such draw on the Loan shall immediately and irrevocably be deemed to be forgiven by the Department

SECTION 3.03. Relating to Article VII, Section 14 of the Louisiana Constitution. As described in the preambles hereto, federal law now mandates that the Department apply not less than 30 percent of each federal capitalization grant to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants or any combination of these.

In granting the additional subsidization in Section 0 above, it is not the intent of the Department to enter into a gratuitous transfer of public funds because both the Department and the Parish expect that the additional subsidization will fulfill the stated public purposes of the State Revolving Fund, and that they will each receive something of value in return for the performance of their obligations hereunder and under the Bonds, which is:

- (a) in the case of the Department, the fulfillment of the mission of the Department to ensure that wastewater collection, treatment and disposal systems within the state are in compliance with state and federal environmental regulations, and to protect the environment of the State; and
- (b) in the case of the Parish, the fulfillment of its mission to ensure that its wastewater collection, treatment and disposal system is in compliance with state and federal environmental regulations, and protect the environment of the Parish.

Additionally, both the Department and the Parish will have reciprocal obligations relating to the satisfaction of the additional requirements of federal law set forth above, both in terms of complying with such sections and, in the case of the Department, ensuring compliance and making any necessary reporting of such compliance required by EPA.

The Department and the Parish further find and determine that (a) the Department is legally mandated by federal law to provide the additional subsidization provided herein, (b) both the Department and the Parish have the legal authority to enter into this Agreement, (c) the Project being financed with federal funds is for a public purpose in that it provides wastewater utility services to the Parish's sewerage customers and protects the environment, (d) the cost of the additional subsidization creates a public benefit, specifically a public health and environmental benefit, proportionate to its cost and (e) there is a reasonable expectation on the part of the Department of receiving at least equivalent value (in terms of public health and environmental benefits and furthering the goals of federal law and policy) in exchange for the additional subsidization provided in Section 0 above.

SECTION 3.04. Issuance of Bonds. As evidence of its obligation to repay the Loan, the Parish contemporaneously herewith has issued and delivered the Bonds to the Department, which Bonds are payable in the manner and from the sources set forth in the Authorizing Resolution.

SECTION 3.05. Delivery of Documents. On the Delivery Date the Parish will cause to be delivered to the Department each of the following items:

- (a) the executed opinion of counsel to the Parish in such form and containing such conclusions as may be reasonably required by the Department, addressed to the Department and the Governing Authority of the Parish;
- (b) a certificate or certificates, satisfactory in form and substance to the Department, from an authorized officer of the Parish, dated the Delivery Date, to the effect that:
 - (i) each of the representations of the Parish set forth herein and in the Commitment Agreement is true, accurate and complete in all material respects as of the Delivery Date, and each of the agreements of the Parish set forth in the Loan Agreement to be complied with at or prior to the Delivery Date has been complied with as of such date;
 - (ii) no litigation is pending, or to the knowledge of the authorized officer's knowledge, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bond or in any way contesting or affecting any authority for or the validity of the Bond, the Loan Agreement, the Authorizing Resolution or the creation, existence or powers of the Parish or the title of the present officers of the Parish, or any of them, to the respective offices and that none of the proceedings or authority for the issuance of the Bond have been repealed, revoked or rescinded; and
 - (iii) the Bond has been duly authorized, executed and delivered by the Parish, constitutes a valid and legally binding obligation of the Parish and is entitled to the security of and is secured by the Authorizing Resolution which, together with the Loan Agreement have been duly authorized, executed and delivered by the Parish;
- (c) executed originals of the Bond and the Loan Agreement and a certified copy of the Authorizing Resolution;
- (d) executed originals of a Site Certificate, an Engineer's Certificate, a Certification Regarding Cross-Cutting Federal Authorities and a Certification Regarding Circular A-133, in substantially the forms attached to the Commitment Agreement; and
- (e) such additional certificates, instruments and other documents, dated as of the Delivery Date or before, as the Department or its counsel reasonably require to evidence the truth and accuracy as of the Delivery Date of the representations of the Parish herein contained and contained in the Loan Agreement and the due performance and satisfaction by the Parish at or prior to such time of all agreements to be performed and all conditions then to be satisfied by the Parish.
- (f) such other certificates, documents, opinions and information as the Department may reasonably require.

SECTION 3.06. Debt Service Payments. The Bonds shall be payable as set forth in the Authorizing Resolution and as follows:

- (a) Since the Bonds are non-interest bearing, there are no interest payment dates; and
- (b) Principal shall be payable in a single installment on the date set forth in the Bonds.

However, it is understood that the terms of the purchase of the Bonds by the Department provide that the Parish's obligation to repay the principal of the Bonds will be forgiven simultaneously with the payment by the

Department of each installment of the purchase price of the Bonds. Accordingly, it is anticipated that no payments of principal, interest or administrative fees of the Department will ever be due and payable on the Bonds. Notwithstanding any law or contractual provision to the contrary, the forgiveness at any time of any of the principal of the Bond, or even all of the principal theretofore advanced by the Department, shall in no way extinguish the Bond or the obligation thereof with respect to the yet-to-be advanced portion of the principal thereof.

Promptly after the payment of the final installment of the purchase price of the Bonds, the completion certificate required by Section 0 shall be attached to and made a part of the Bonds.

SECTION 3.07. Disclaimer of Warranties and Indemnification. The Parish acknowledges and agrees that:

(a) the Department and the State make no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System, the Project or any portions thereof or the Plans and Specifications or any other warranty or representation with respect thereto;

(b) in no event shall the Department or the State be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishings, functioning or use of the System or the Project or any item or products or services provided for in this Loan Agreement, including the Plans and Specifications; and

(c) to the extent authorized by law, the Parish hereby indemnifies, saves and holds harmless the Department and the State against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission by the Parish, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement, including but not limited to failure of the Department to note any defect in materials or workmanship or of physical conditions or failure to comply with any plans, specifications, drawings, ordinances, statutes or other requirements of a governmental authority, or to call to the attention of any person whatsoever, or take any action, or to demand that any action be taken, with regard to any such defect or failure or lack of compliance.

SECTION 3.08. Lost, Destroyed or Improperly Cancelled Bonds. In case any of the Bonds shall become lost, destroyed or improperly cancelled, such Bonds may be replaced in the manner set forth in R.S. 39:971, *et seq.*, or other applicable laws.

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ARTICLE IV

PAYMENT OF BONDS; DEFEASANCE

SECTION 4.01. Pledge of Revenues. The Bonds, and to the extent allowed by applicable law all other sums due pursuant to this Loan Agreement, shall be secured and payable from the revenues of the System, subject to the prior payment of the reasonable and necessary costs and expenses of operating and maintaining the System, until the Bonds are paid in full in accordance with their terms, all in accordance with the provisions of La. R.S. 30:2304 and other constitutional and statutory authority. The net revenues of the System shall be and remain so pledged for the security and payment of the Bonds until the Bonds shall be fully paid and discharged. The Parish agrees that it shall not further encumber the pledged revenues, to the payment of any indebtedness having an equal or superior lien to that enjoyed by the Bonds, other than through the issuance of junior lien obligations.

SECTION 4.02. Defeasance. Notwithstanding any defeasance procedures set forth in the Authorizing Resolution, so long as the Bonds are owned by the Department or pledged as security for any indebtedness issued by or on behalf of the Department, the Bonds may be defeased and may be deemed to be paid and shall no longer be considered outstanding under the Authorizing Resolution and under this Loan Agreement, only in the event that the Parish has complied with the requirements of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R-S. 39:1441 *et seq.*), or any successor provision thereto, to defease all remaining scheduled payments of debt service on the Bonds.

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ARTICLE V

CONSTRUCTION FUND

SECTION 5.01. Construction Fund. For the purpose of receiving purchase price payments of the Bonds and paying Costs of the Project and costs of issuance, the Parish has established and agrees to maintain the Construction Fund to be administered in the manner set forth herein.

If at any time the Department deems, in its sole discretion, that the depository for any part of the Construction Fund to be unsatisfactory for whatever reason, then the Parish agrees that it will transfer any or all of the Construction Fund to such depository as may be designated by the Department.

SECTION 5.02. Investments. All moneys in any of the Construction Fund shall be invested in investment securities permitted by State law. All income derived from such investments shall be added to the amounts in the Construction Fund, and such investments shall be liquidated to the extent at any time necessary to apply the proceeds thereof to the purpose for which the Construction Fund has been created.

SECTION 5.03. Notification of Deficiencies. The Parish shall notify the Department, and as required by R.S. 39:1410.62 the State Bond Commission, in writing, whenever (i) transfers to any fund required to be established by the Authorizing Resolution or any ordinance or resolution authorizing the issuance of indebtedness of the Parish have not been made timely or (ii) debt service payments due on the Bonds or any other outstanding indebtedness of the Parish have not been made timely.

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ARTICLE VI

CONSTRUCTION AND COMPLETION OF THE PROJECT

SECTION 6.01. Plans and Specifications; Construction Contracts. The Plans and Specifications must be submitted to the Department for approval in writing, prior to formal request for bids on a construction contract or contracts. The Plans and Specifications shall comply with all laws, regulations and ordinances including, in particular, all zoning, fire, safety and environmental laws, regulations and ordinances. Contracts for the acquisition, construction and installation of the Project shall be entered into in compliance with Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, as amended.

As a condition of the Loan, the Parish will demonstrate to the satisfaction of the Department before issuing an initial work order for construction, that the Parish has or will have an ownership or such other real interest in the site(s) of the Project, including necessary servitudes and rights-of-way as the Department finds sufficient to assure undisturbed use

and possession for the purpose of construction and operation of the Project for the estimated life of the Project. The Parish agrees to provide the Department with a Site Certificate in substantially the form attached to the Commitment Agreement prior to disbursement by the Department of any Loan proceeds for construction.

The Parish will exercise its best efforts to initiate construction of the Project within six (6) months after the Delivery Date and in accordance with prudent sewerage utility practice to complete the Project and to so accomplish such completion on or before the Scheduled Completion Date, and to provide from its own financial resources all moneys required to complete the Project in excess of the Loan Amount available hereunder.

SECTION 6.02. Engineer. Prior to signing a construction contract or contracts, the Parish shall name the Engineer. If so required by the Department, the Engineer shall issue prior to each disbursement request a progress report detailing construction status to date and stating whether construction is within the Project budget. Requisitions for funds during construction, in the form attached hereto as Exhibit C, will be executed by the Parish and certified by the Engineer.

SECTION 6.03. Compliance with Law. If requested by the Department, the Parish will furnish the Department with evidence that the property and equipment constituting the System, and the proposed and actual use thereof, comply with all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the same, including the Regulations, and that there is no action or proceeding before any court, quasi-judicial body or administrative agency at the time of any disbursement by the Department relating to the System.

The Parish will obtain all necessary approvals from any and all governmental agencies requisite to the completion of the Project in compliance with all federal, State and local laws, ordinances and regulations applicable thereto. Upon completion of the Project the Parish shall obtain all required permits and authorizations from appropriate authorities as required for operation and use of the Project as contemplated by this Loan Agreement.

In the event that archeological artifacts or historical resources are unearthed during construction excavation of the Project, the Parish shall stop or cause to be stopped construction activities and will notify the Department and the EPA of such fact.

The Parish will immediately halt construction of the Project and notify the Department and EPA if any endangered species are encountered during construction so that mitigating measures can be taken in accordance with the Endangered Species Act of 1973, as amended.

The Parish will take and institute such proceedings as will be necessary to cause and require all contractors and materials suppliers to complete their contracts diligently and in accordance with the terms of the contracts, including without limitation, correcting any defective work.

SECTION 6.04. Davis-Bacon Wage Rate Requirements. The Parish agrees that all laborers and mechanics employed by contractors and subcontractors on the Project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the Parish as determined by the Secretary 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 Parish will ensure that all construction contracts relating to the Project will require that the contractor comply with the aforesaid wage and reporting requirements.

SECTION 6.05. Payment of Additional Costs of the Project. In the event that Loan proceeds are not sufficient to pay the Costs of the Project in full, the Parish shall nonetheless complete the Project and pay that portion of the Costs of the Project as may be in excess of available Loan proceeds and shall not be entitled to any reimbursement therefor from the Department, except for the proceeds of any additional financing which may (subject to availability) be provided by the Department pursuant to application by the Parish.

SECTION 6.06. Completion Certificate. The Project will be considered complete when the provisions of Section 0 have been met for all construction contracts included in the Project, or upon the disbursement of the final installment of the purchase price of the Bonds, whichever occurs first, and such date will be the Completion Date for purposes of this Loan Agreement. On or as soon as practicable after the Completion Date, the Parish shall submit the Certificate of Substantial Completion required by Section 0 and shall certify to the Department when it has initiated or is capable of initiating operation of the Project. The Parish shall also ratify and confirm in writing the final principal amount of the Loan and the final principal amortization schedule, if any, for the Loan.

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ARTICLE VII DISBURSEMENTS

SECTION 7.01. Disbursement of Loan Proceeds. Prior to any disbursement of Loan Proceeds, the Parish will prepare a budget and construction disbursement schedule which shall be updated from time to time as required by the progress of construction. Installments of the Loan, representing purchase price installments of the Bonds, shall be paid by the Department to the Parish under the terms of this Loan Agreement, upon receipt of a properly completed requisition in the form attached hereto as Exhibit C, subject to and conditioned upon the availability of sums on deposit in the State Revolving Fund. The Parish will deposit such proceeds in the Construction Fund and will utilize and expend such proceeds in a timely and expeditious manner and, in particular, will:

- (a) pay promptly all approved Costs of the Project;
- (b) proceed expeditiously with and complete the Project in accordance with Plans and Specifications, with construction reasonably expected to begin within six (6) months after the Delivery Date;
- (c) provide and maintain competent and adequate supervision and inspection of the Project;
- (d) disburse all installments of the purchase price of the Loan to pay Costs of the Project no more than twenty (20) calendar days after receipt of such installment of the purchase price;
- (e) return promptly upon written request of the Department any and all unused funds, including all costs or amounts found not eligible or disallowed by the Department or any portion of any installment of the purchase price that is not disbursed to pay Costs of the Project within twenty (20) calendar days after receipt of such installment by the Parish; and
- (f) complete the Project within two years of the Delivery Date unless the Department gives its written approval to an extended construction period.

SECTION 7.02. Disbursement Procedure. Purchase price installments of the Bonds for the payment of Costs of the Project shall be made by the Department to the Parish from time to time as the construction of the Project progresses, subject to the satisfaction of the following conditions:

(a) in connection with each disbursement, the Parish shall submit a requisition in the form attached hereto as Exhibit C, which requisition shall include:

- (i) an updated copy of the disbursement schedule (if applicable);
- (ii) the report of the Engineer, which report shall be in the form and substance satisfactory to the Department and shall state that the Project, to the best of the Engineer's knowledge, as completed as of the date of such report, has been constructed in accordance with the Plans and Specifications and that the undisbursed portion of the Loan Amount is sufficient to complete the Project in accordance with the Plans and Specifications and the disbursement schedule;
- (iii) if required by the Department, evidence satisfactory to the Department that the insurance required by Section 0 of this Loan Agreement remains in full force and effect;
- (iv) such other instruments, documents, certificates, endorsements, invoices and opinions as the Department may reasonably require to substantiate the Costs of the Project for which payment is requested; and
- (v) if the requisition is the final requisition, the Completion Certificate required by Section 0;
- (b) disbursements shall be made by the Department not more frequently than twice per calendar month;
- (c) each disbursement shall be subject to the review and approval of the Department; and
- (d) the amount of each disbursement shall be computed so that five percent (5%), or such larger percentage

as may be requested by the Parish, of such disbursement constituting eligible costs and one hundred percent (100%) of non-eligible costs will be deducted from the total amount payable as retainage or as non-eligible costs with respect to each contract for construction of the Project or any portion thereof. The total amount of retainage withheld from the disbursements during the construction of the Project with respect to each contract shall be disbursed pursuant to the provisions of Section 0.

SECTION 7.03. Modified Disbursement Procedure. The Department reserves the right to modify the procedures set forth in Section 0 in order to make disbursements directly to any contractor or to subcontractors and suppliers when it is necessary to prevent a default under any construction contract or to insure that all subcontractors, suppliers and laborers who have performed services or provided materials to the Project are paid.

SECTION 7.04. Reimbursement of Certain Costs. The Parish will promptly reimburse the Department for any portion of the Loan which is determined by the Department to have been expended for a cost which is not eligible for funding from the State Revolving Fund, which reimbursement will be made not more than 180 days after the discovery thereof by either the Parish or the Department. Such reimbursement shall be promptly paid to the Department upon written request of the Department, and shall be applied in inverse order of maturity against the outstanding principal amount of the Bonds.

SECTION 7.05. Inspections; Possession of Project. Upon the occurrence of an Event of Default, the Parish does hereby agree and authorize the Department, EPA, the Engineer, or any agent, officer, employee or representative of the Department or EPA to enter upon the Project to make inspections of the materials, plans, shop drawings, workmanship and construction of the Project or to enter into possession of the Project and perform any work necessary or desirable to complete the Project and to take all other action in connection therewith, in order that the Department and/or EPA may:

- (a) verify that each disbursement is appropriate and in conformity with the requirements of this Article and any applicable laws or regulations;
- (b) verify that all work covered by a proposed disbursement is in accordance with the Plans and Specifications;
- (c) determine whether there has been or may be any default of the obligations of the Parish under this Loan Agreement or the Authorizing Resolution; and
- (d) take any necessary or appropriate action to insure that the Project will be completed in a timely manner and in accordance with the Plans and Specifications and the disbursement schedule.

None of the aforesaid actions by the Department or by any agent, officer, employee or representative of the Department shall be or may be construed in such a manner as to impose any duty or obligation whatsoever on the Department, the Engineer, or any agent, officer, employee or representative of the Department to protect or represent any owner, borrower, contractor, surety, or any other person whatsoever and shall not be considered or construed as having made any warranty whatsoever, whether express or implied, as to the adequacy, quality of fitness or purpose of any physical conditions, materials, workmanship, plans, specifications, drawings or other requirements pertaining to the Project, or whether any such physical conditions, materials or workmanship comply with any plans, specification, drawings, ordinances, statutes, or other governmental requirements pertaining to the Project.

SECTION 7.06. Conditions Precedent. It is specifically understood and agreed that the obligation of the Department to fund any disbursements for payments to contractors or suppliers (other than engineering expenses and costs of issuance of the Bonds) shall be subject to the receipt by the Department of the following items with respect to each construction contract that is entered into with respect to the Project:

- (a) a true and correct copy of all applicable construction contracts pertaining to the Project (including all amendments, addenda, supplements, modifications and related documents), which contracts shall be for a guaranteed maximum contract price satisfactory to the Department or on such terms and conditions as shall be satisfactory to the Department;
- (b) three (3) complete sets of the Plans and Specifications relating to any construction contract pertaining to the Project, which Plans and Specifications shall be in final form and shall have been approved in scope and substance by the Parish and the Department;
- (c) a "Notice to Proceed" statement from the Parish or the Engineer stating that the Engineer has reviewed and approved the disbursement schedule and that the applicable portion of the Project can be completed in accordance with such Plans and Specifications for the amounts reflected in the disbursement schedule;;
- (d) a certificate from the Engineer stating that the proposed use of the Project as contemplated by the Plans and Specifications is consistent with all applicable zoning ordinances and such use of the Project for the purposes contemplated thereby is permitted under all applicable zoning ordinances;
- (e) a copy of any building permits, if required, issued by the applicable agency or agencies with respect to the proposed construction of the Project;
- (f) a copy of any policy or policies of builder's all-risk insurance issued by an insurance company or companies acceptable to the Department, insuring the Project for its full replacement costs (or on a progressively full

insured basis) with extended coverage, and said policy shall insure against such loss or damages as the Department may require, or the Parish shall provide proof of self-insurance;

(g) a copy of a policy of comprehensive general liability insurance, which policy shall be satisfactory to the Department in form, substance, limits and coverage, or the Parish shall provide proof of self-insurance;

(h) a copy of a policy of worker's compensation insurance issued in accordance with applicable law, or the Parish shall provide proof of self-insurance;

(i) a copy of a payment and a performance bond from a surety company acceptable to the Department; and

(j) a final site certificate.

SECTION 7.07. Conditions to all Disbursements. In addition to the requirements of Section 0 with respect to the initial disbursement for each construction contract that is entered into with respect to the Project, the obligation of the Department to fund the initial and all subsequent disbursements of the purchase price of the Bonds is subject to the satisfaction of the following further conditions:

(a) that as of the date of such disbursement, there has occurred no Default and no condition which, with the giving of notice or lapse of time or both, would become an Event of Default under the Bonds, any Parity Obligations or this Loan Agreement;

(b) that each of the representations, covenants and agreements of the Parish contained herein shall be true and correct on and as of the date of the respective disbursements;

(c) that the Parish shall be in full compliance with all obligations and covenants contained herein, the applicable Regulations and all other applicable State, Department and federal regulations;

(d) that as of the date of the request for disbursement there have been no changes made to the Plans and Specifications nor any change orders executed which have not been approved by the Department; and

(e) that as of the date of the request for disbursement all fees and expenses of counsel to the Department in connection with the Loan have been paid or will be paid from the proceeds of such disbursement.

SECTION 7.08. Conditions to Disbursement of Retainage. The disbursement by the Department of the retainage withheld pursuant to Section 0 shall be subject to the satisfaction of the following conditions:

(a) receipt by the Department of a certificate signed by the Parish and the Engineer stating that to their best knowledge the Project or applicable portion of the Project has been completed in accordance with the Plans and Specifications therefor;

(b) receipt by the Department of a copy of a lien and privilege certificate showing that no liens have been recorded encumbering the Project;

(c) if requested by the Department, receipt by the Department of a certificate of cancellation evidencing that the construction contract or contracts have been canceled and erased from the mortgage records, if applicable;

(d) receipt by the Department of a duly completed request for disbursement executed by the Parish covering the retainage;

(e) a certificate of the Parish certifying that all Costs of the Project, and all change orders and amendments to all construction contracts, have been previously submitted by the Parish to the Department, which certificate contains an acknowledgment by the Parish that no further disbursements will be due to the Parish from the Department;

(f) completion of a final inspection of the Project by the Department;

(g) receipt by the Department of a duly completed certificate of labor standards by the Parish, if applicable; and

(h) if not previously furnished by Parish, (i) a certified copy of a duly enacted sewer use ordinance, (ii) a sewer user charge ordinance and (iii) if applicable, an industrial waste ordinance, all as defined by the Regulations, each complying with applicable provisions of the Regulations and all other applicable State and federal regulations, which have been approved as to form and substance by the Department.

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ARTICLE VIII

OPERATION OF THE SYSTEM

SECTION 8.01. Operation of the System. The Parish will maintain the System in good repair and operating condition and will cooperate with the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Parish and the Department under this Loan Agreement.

The Parish will insure that the Project operates and meets minimum technical and administrative requirements in accordance with the State Sanitary Code, and the Parish will meet all requirements imposed by the EPA and the Department as a condition of receiving the Loan from the State Revolving Fund under the Federal Act, the State Act and any applicable Regulations.

The Parish will, in accordance with prudent sewerage utility practice,

(a) at all times operate the properties of its System and any business in connection therewith in an efficient manner;

(b) maintain the System in good repair working order and operating condition; and

(c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted, provided, however, that this covenant shall not be construed as requiring the Parish to expend any funds which are derived from sources other than the operation of its System or other receipts of such System which are not pledged hereunder, and provided further that nothing herein shall be construed as preventing the Parish from doing so.

SECTION 8.02. Sewer Charges and Connections. Acting in the exercise of its police powers, to the extent permitted by law, the Parish shall take all action necessary to require every owner, tenant or occupant of each lot or parcel of land within the geographical boundaries of the Parish which abuts upon a street or other public way containing a sewer line and upon which lots or parcels of a building shall have been constructed for residential, commercial or industrial use, to connect said building with the System and to cease to use any other method for the disposal of sewage, sewage waste or other polluting matter which can be handled by the System. All such connections shall be made in accordance with the rules and regulations to be adopted from time to time by the Parish, which rules and regulations may provide for an inspection charge to assure the proper making of such connection.

In addition to all other rights and remedies available to be used for the enforcement of public sewerage charges and for the compelling of the making of utility connections as aforesaid, the Parish covenants that it shall exercise and

enforce promptly and efficiently all rights given it under the laws of the State for the enforcement and collection of such charges.

The Parish will not furnish or supply or cause to be furnished or supplied any use, capacity or service of the System free of charge to any person, firm, corporation (public or private), public agency or instrumentality.

SECTION 8.03. User Fees. The Parish will enact, maintain and enforce an ordinance or resolution imposing User Fees and will enact, maintain and enforce a utilities use ordinance or resolution or similar proceeding that satisfies the requirements of all applicable regulations. So long as the Bonds are outstanding, the Parish through its Governing Authority obligates itself to fix, establish, maintain, levy and collect such rates, fees, rents or other charges for services and facilities of the System and all parts thereof and to revise the same from time to time whenever necessary to always provide User Fees in each Fiscal Year sufficient to meet all requirements of the Authorizing Resolution and at least to:

- (a) pay the reasonable and necessary expenses of operating and maintaining the System in such Fiscal Year and to satisfy the requirements of Louisiana Administrative Code 33:IX.2111(L), or any successor provision, that the User Fees generate sufficient revenues to cover the costs of operation, maintenance and replacement;
- (b) pay debt service on the Bonds to the extent that such payments are not provided for from other sources of pledged revenues; and
- (c) meet any coverage ratio requirement set forth in the Authorizing Resolution.

SECTION 8.04. Annual Review of User Fees. At least annually, but in no event later than six (6) months after the close of the previous Fiscal Year, the Parish shall review the adequacy of its User Fees to satisfy the requirements of Section 0 for the next succeeding Fiscal Year. If required by the Department, the Parish shall prepare a report of such review stating the Parish's opinion regarding the adequacy or inadequacy of the existing User Fees to satisfy the requirements of Section 0 and what action the Parish will take to satisfy such requirements, if any, and shall furnish a copy of such report to the Department upon its completion.

If such review indicates that the User Fees are, or are likely to be, insufficient to meet the requirements of Section 0 for the next succeeding Fiscal Year, or if it otherwise appears at any time during such Fiscal Year that User Fees are or are likely to be insufficient to meet such requirements, the Parish shall promptly take such steps as are necessary to cure or avoid the deficiency.

SECTION 8.05. Financial Records; Annual Audit. The Parish 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 Department and EPA or their authorized representatives upon request.

The Parish 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 in accordance with the requirements of Circular A-133 of the U.S. Office of Management and Budget, and Section 66.458 of the Catalog of Federal Domestic Assistance (CFDA Publication #66.458 - Capitalization Grants for State Revolving Funds) if applicable. The Parish and its auditor have furnished a certification acknowledging the requirements of Circular A-133.

- (a) Upon completion, but in no event later than six (6) months after the close of the applicable Fiscal Year, the Parish shall file a copy of such audited financial statements with the Department.

A reasonable portion of the expenses incurred in the preparation of the audit report required by this Section may be regarded and paid as a maintenance and operation expense of the System. The Parish further agrees that the Department shall have the right to ask for and discuss with the accountant making the review and the contents of the review and such additional information as it may reasonably require. The Parish further agrees to furnish to the Department, upon request therefor, a monthly statement itemized to show the income and expenses of the operation of the System and the number of users for the preceding month.

SECTION 8.06. Consulting Engineer. The Parish will submit over the life of the Loan sufficient information as is reasonably requested by the Department to demonstrate that the Parish has legal, institutional, managerial and financial capability to ensure the construction, operation and maintenance of the Project and the System and the repayment of the Loan.

To this end, the Parish may retain an Engineer, but shall be required to do so only in accordance with provisions of this section and Section 0, for the purpose of providing the Parish with continuous engineering counsel in the operation of the System. The Engineer shall be retained under contract at such reasonable compensation as may be fixed by the Parish, and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the System. Any Engineer appointed under the provisions of Section 0 may be replaced at any time by another Engineer appointed or retained by the Parish upon written notice to the Department.

Upon the occurrence of an Event of Default, or if requested in writing by the Department, the Parish shall prepare, or shall have the Engineer prepare within one hundred eighty (180) days after the close of each Fiscal Year a comprehensive operating report which shall contain therein or be accompanied by a copy of the audit required by Section 0, and in addition thereto shall report upon the operation of the System during the preceding Fiscal Year, the maintenance of the properties, the efficiency of the management of the property, the proper and adequate keeping of the books of account and record, the adherence to budget and budgetary control provisions, all matters bearing upon the sufficient and profitable operation of the System, and shall include whatever criticism of any phase of the operation of the System the Parish or the Engineer, as the case may be, may deem proper and such recommendation as to changes in the operation and the making of repairs, renewals, replacements, extensions, betterments and improvements as the Parish or Engineer may deem proper. Copies of such report shall be furnished to the Department upon written request. It shall be the duty of the Engineer, if retained in accordance with this Section, to determine 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 Twenty-Five Thousand Dollars (\$25,000), whether in one or more than one order, and whether from funds on deposit in the Contingencies Fund.

SECTION 8.07. Prohibition Against Liens. Except as provided in Section 0, the Parish will maintain title to or the possession of the System and equipment acquired and properties improved by the Project, including any necessary servitudes and rights-of-way acquired in connection with the Project. Title to any immovable equipment and any real property purchased by the Parish in connection with the Project will remain free and clear of all liens and encumbrances. Furthermore, all movable property necessary for the operation of the System will remain free of all liens except liens necessary to secure the purchase of said movable equipment.

SECTION 8.08. Insurance. So long as the Bonds are Outstanding the Parish will maintain or cause to be maintained in force insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the System at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining facilities similar in nature to the System, including liability coverage, all to the extent available at reasonable cost. In case of loss, any insurance money received by the Parish shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed or shall be deposited in the Contingencies Fund to supplement any other amounts required to be paid into said Fund.

SECTION 8.09. Fidelity Bonds. So long as the Bonds are Outstanding the Parish, in operating the System, shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the operation of the System to obtain or be covered by blanket or faithful performance bond, or independent fidelity bonds, written by a responsible indemnity company in amounts adequate to protect the Parish from loss.

SECTION 8.10. Competitive Franchises. So long as the Bonds are Outstanding the Parish obligates itself not to grant a franchise to any utility for operation within the boundaries of the Parish which would render services or facilities in competition with the System, and also obligates itself to oppose the granting of any such franchise by any other public body having jurisdiction over such matters. Further, the Parish shall maintain its corporate identity and existence so long as any of the Bonds remain outstanding.

SECTION 8.11. Equal Opportunity. The Parish will comply with all federal and State laws pertaining to equal employment opportunities insuring that all engineers and contractors for this Project not discriminate against any person on the basis of race, color, sex, religion, age, national origin or handicap.

SECTION 8.12. Access to Books. The Department and the EPA or their authorized representative shall have access to the Project and to the Parish's administrative offices, books, records, reports, design documents, contract documents and similar documents at any reasonable time. The Parish hereby covenants and agrees that the Parish shall cause its engineers and contractors to cooperate during Project inspections, including making readily available books, records, current working copies of plans and specifications and supplementary materials and further consents and agrees that the Parish will allow inspections and examinations by the Department, and EPA during construction and periodically over the term of the Loan.

ARTICLE IX PARITY OBLIGATIONS

SECTION 9.01. Issuance of Additional Parity Obligations. Additional parity obligations may be issued with the prior written consent of the Department, to complete the acquisition and construction of the Project, to make additional improvements to the System or to refund or refinance any portion of the Loan. Such consent shall not be necessary if all of the Bonds will be refunded with such additional Parity Obligations.

SECTION 9.02. Junior and Subordinate Lien Obligations. Junior and subordinate lien Obligations may be issued by the Parish at any time without restriction upon written notice thereof to the Department.

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ARTICLE X DEFAULTS AND REMEDIES

SECTION 10.01. Events of Default. Each of the following events is defined as and declared to be and to constitute an "Event of Default" hereunder:

(a) Failure by the Parish to pay, or cause to be paid, any debt service payments on the Bonds or any other amount payable on the Loan when due;

(b) Failure by the Parish to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) or (b) above, which failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Parish by the Department, unless the Department shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Department may not unreasonably withhold its consent to an extension of such time up to sixty (60) days from the delivery of the written notice referred to above if corrective action is instituted by the Parish within the applicable period and diligently pursued until the Event of Default is corrected;

(c) If any representation made by or on behalf of the Parish contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Bonds, is determined to be false or misleading in any material respect; or

(d) A petition is filed by or against the Parish under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or hereafter enacted, unless in the case of any such petition filed against the Parish such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Parish shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Parish or any of its property) shall be appointed by court order to take possession of the Parish or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 10.02. Notice of Default. The Parish shall give the Department prompt notice, by telephone, fax or electronic mail, of the occurrence of any Event of Default and of the occurrence of any other event or condition that constitutes an Event of Default. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next business day.

SECTION 10.03. Remedies on Default. Until an event of default shall have occurred, the Parish shall retain full possession and control of the System with the full right to manage, operate and use the same and every part thereof with rights appertaining thereto, and to collect and receive, and subject to the provisions of this Loan Agreement, to take, use, enjoy and distribute the earnings, income and profits accruing or derived from the System.

However, when an Event of Default shall have occurred and be continuing the Department shall have the right to take any action permitted or required pursuant to this Loan Agreement or the Authorizing Resolution and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Parish hereunder, including, without limitation, obtaining the appointment of a receiver of the System in an appropriate judicial proceeding in a court of competent jurisdiction.

SECTION 10.04. Appointment of Engineer; Required Reports. In the event that the Parish should fail to derive sufficient User Fees from the operation of the System to make the monthly payments into the Construction Fund, as required in the Authorizing Resolution, or in the event of an Event of Default hereunder, then it will retain an Engineer in the manner provided in the Authorizing Resolution.

SECTION 10.05. Appointment of Receiver. In the event that the Department obtains the appointment of a receiver after the occurrence of an Event of Default, such receiver shall, in the performance of the powers conferred upon him, be 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 the 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 shall hold and operate the System in the name of the Parish and for the joint protection and benefit of the Parish, any owners of Parity Obligations and the Department. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System and 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 Parish, any owners of Parity Obligations and the Department and the curing and making good of any Default. In such case, title to and the ownership of the System shall remain in the Parish, 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 assets of the System except with the consent of the Parish and in such manner as the court shall direct.

SECTION 10.06. Attorney's Fees and Other Expenses. The Parish shall, on demand, pay to the Department the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Department in the collection of delinquent Loan repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Parish hereunder, under the Authorizing Resolution or under any other agreements relating to the Bonds.

SECTION 10.07. Application of Moneys. Any moneys collected by the Department pursuant to Section 0, after payment of the costs of operation and maintenance of the System, shall be applied

- (a) first to pay any interest due and payable on the Loan;
- (b) second, to pay principal due and payable on the Loan;
- (c) third, to pay any fees and expenses owed by the Parish pursuant to Section 0;
- (d) fourth, to pay any other amounts due and payable under this Loan Agreement; and
- (e) fifth, to pay any other amounts payable hereunder, including Administrative Fees, as such amounts become due and payable.

SECTION 10.08. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Department is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the Department to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

SECTION 10.09. Retention of Department's Right. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the Section 0 or otherwise, and anything else to the contrary contained herein, the Department shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Parish at law or in equity, as the Department may, in its discretion, deem necessary to enforce the obligations of the Parish to the Department.

SECTION 10.10. Default by Department. In the event of any default by the Department under any duty, covenant, agreement or obligation of this Loan Agreement, the Parish's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available legal or equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Department hereunder as may be necessary or appropriate.

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ARTICLE XI ASSIGNMENT

SECTION 11.01. Assignment, Transfer or Sale by the Department. The Parish hereby approves and consents to any assignment, transfer or sale of this Loan Agreement and/or the Bonds by the Department including but not limited to any such assignment or transfer in connection with the issuance by or on behalf of the Department of bonds, notes or other debt obligations. The Parish hereby further approves and consents to any assignment or pledge by the Department of payments due from the Parish pursuant to this Loan Agreement and the Bonds as security or partial security for the payment of such bonds, notes or other debt obligations issued by or on behalf of the Department. The Parish agrees to cooperate with the Department in accomplishing any such assignment, including execution of any additional certificates or documents as may be reasonably required by the Department.

SECTION 11.02. Assignment, Transfer or Sale by Parish. Neither this Loan Agreement nor the Project may be assigned, transferred or sold by the Parish for any reason, unless the following conditions shall be satisfied:

- (a) the Department shall have approved said assignment, transfer or sale in writing;
- (b) the assignee or transferee shall be a governmental unit within the meaning of Section 141(c) of the Code, unless the Department shall have received the opinion described in (d) below notwithstanding the fact that the assignee or transferee is not a governmental unit, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Parish's duties, covenants, agreements and obligations under this Loan Agreement;
- (c) immediately after such assignment, transfer or sale, the assignee or transferee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Parish hereunder or under the Authorizing Resolution;

- (d) [Reserved];
- (e) if applicable, the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not adversely affect the ability of the Department to repay or cause to be repaid any such bonds, notes or other debt obligations; and
- (f) the Department shall receive an opinion of its counsel to the effect that such assignment, transfer or sale will not violate the provisions of any agreement entered into by the Department with, or condition of any grant received by the Department from, the United States of America relating to any capitalization grant received by the Department or the State under the Federal Act or the Regulations.

No assignment, transfer or sale shall relieve the Parish from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Parish shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Notwithstanding the foregoing, the Parish may dispose of property which in its reasonable 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 deposited in a Contingencies Fund or used to prepay or redeem the Bonds.

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**ARTICLE XII
MISCELLANEOUS**

SECTION 12.01. Payment of Department Expenses. The Parish agrees to pay at the Delivery Date all fees and expenses incurred by the Department in connection with the Loan which shall include the payment of all attorneys' fees and expenses of Adams and Reese, LLP, bond counsel to the Department, approved by the Department in connection with the Loan.

SECTION 12.02. Consents and Approvals. Whenever the written consent or approval of the Department shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary or the Assistant to Secretary, Office of Management and Finance unless otherwise provided by law or by rules or regulations of the Department or executive order of the Secretary of the Department.

SECTION 12.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish and to the Department at the addresses shown in the appearances to this Loan Agreement. Either of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 12.04. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department and the Parish and their respective successors and assigns.

SECTION 12.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 12.06. Amendments, Supplements and Modifications. This Loan agreement may be amended, supplemented or modified in writing with the consent of both the Department and the Parish.

SECTION 12.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 12.08. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 12.09. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 12.10. Further Assurances. The Parish agrees, at the request of the Department to authorize, execute, acknowledge and deliver such further resolutions, ordinances, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by the Parish under this Loan Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Department and the Parish have caused this Loan Agreement to be executed, sealed and delivered on this ____ day of _____, 20__, but dated for convenience of the parties as of the date first above-written.

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
Undersecretary

PARISH OF BOSSIER, STATE OF LOUISIANA

By: _____
President

ATTEST:

By: _____
Secretary

(SEAL)

**EXHIBIT A
to Loan and Pledge Agreement**

DESCRIPTION OF PROJECT

**EXHIBIT B
to Loan and Pledge Agreement**

ESTIMATED COSTS OF THE PROJECT

**EXHIBIT C
to Loan and Pledge Agreement**

FORM OF REQUISITION

Motion was made by Ms. Bennett, seconded by Mr. Skaggs, to adopt a resolution authorizing the Consolidated Waterworks/Sewerage District No. 1 of the Parish of Bossier and the Parish of Bossier to enter into a

Local Services Agreement with the Town of Benton in connection with the Edwards Subdivision Wastewater Facilities Improvements Project, Bossier Parish, LA, and to authorize the Parish Administrator to execute any documents in connection with said agreement.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, that William R. Altimus, Parish Administrator, be and is hereby authorized to execute on behalf of the Consolidated Waterworks/Sewerage District No. 1 of the Parish of Bossier and the Bossier Parish Police Jury, the Local Services Agreement with the Town of Benton in connection with the Edwards Subdivision Wastewater Facilities Improvements Project, Bossier Parish, LA.

The resolution was offered by Ms. Bennett, seconded by Mr. Skaggs. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Plummer, seconded by Mr. Brotherton, to adopt a resolution relating to the South Bossier Park Project: (i) authorizing the Parish Administrator to execute an exchange deed and other documents to exchange real property with Sligo Farms, LLC, and/or William A. Lucky, III, and create certain servitudes; (ii) authorizing the revocation of the dedication of the property being exchanged; and (iii) declaring the property being exchanged as no longer needed for public purposes.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

RESOLUTION

A RESOLUTION AUTHORIZING THE EXCHANGE OF PROPERTY BETWEEN THE PARISH OF BOSSIER AND SLIGO FARMS, L.L.C.

WHEREAS, Sligo Farms, L.L.C., a Louisiana Liability Company, is the owner of certain properties situated in Bossier Parish, Louisiana, more fully described on Exhibit "A" hereto, and hereinafter referred to as "the Caplis-Sligo Properties";

WHEREAS, the Parish of Bossier is the owner of certain properties situated in Bossier Parish, Louisiana, more fully described on Exhibit "B" hereto, and hereinafter described as "the Airline Property" and "the Parkway Property";

WHEREAS, the Parish of Bossier has obtained an independent appraisal of the Caplis-Sligo Properties and the appraised value of the Caplis-Sligo Properties is \$2,120,000.00.

WHEREAS, the Parish of Bossier has obtained independent appraisals of the Airline Property and the Parkway Property, and the combined appraised value of the Airline Property and the Parkway Property is \$2,120,000.00 (the appraised value of the Airline Property being \$690,000.00, and the appraised value of the Parkway Property being \$1,430,000.00);

WHEREAS, the Airline Property and the Parkway Property are no longer needed by the Parish of Bossier for any public purpose;

WHEREAS, the Parish of Bossier desires to acquire the Caplis-Sligo Properties for a public purpose, to-wit, for dedication as a public park and/or a sports field for the benefit of the public;

WHEREAS, in order to accomplish the objectives set forth herein for the benefit of the public, it is necessary for the Parish of Bossier to execute the Exchange Deed attached hereto as Exhibit "C," whereby the Parish of Bossier will transfer the Airline Property and the Parkway Property to Sligo Farms, L.L.C., and, in exchange, will receive the Caplis-Sligo Properties from Sligo Farms, L.L.C.;

NOW, THEREFORE, BE IT RESOLVED by the Police Jury of the Parish of Bossier, in regular session convened, that the Parish:

I. Declares that the Airline Property and the Parkway Property are no longer needed by the Parish of Bossier for any public purpose.

II. Approves the transfer of the Airline Property and the Parkway Property by the Parish of Bossier to Sligo Farms, L.L.C., in exchange for the transfer of the Caplis-Sligo Properties from Sligo Farms, L.L.C. to the Parish of Bossier;

III. Declares that the Caplis-Sligo Properties, upon acquisition by the Parish of Bossier, will be dedicated for use as a public park and/or sports field for the benefit of the public.

BE IT FURTHER RESOLVED, that the Parish Administrator is authorized and empowered to execute all conveyance instruments related to the aforesaid exchange, including the Exchange Deed attached hereto as Exhibit "C," and any and all other documents necessary to complete or facilitate the exchange of property authorized herein, and to do any and all things necessary and proper to carry out this Resolution and to fulfill its objectives and purposes.

BE IT FURTHER RESOLVED, that if any provision or item of this Resolution or application thereof is invalid, such invalidity shall not affect other provisions, items or applications and to this end, the provisions of this Resolution are hereby declared severable.

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

The resolution was offered by Mr. Plummer, seconded by Mr. Brotherton. Upon unanimous vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Exhibit A

Description of Property Owned by

SLIGO FARMS, L.L.C., a Louisiana limited liability company

TRACT III

A certain tract of land containing 17.51 acres, more or less, situated in Section 27, Township 17 North, Range 12 West, Bossier Parish, Louisiana, being more particularly described as follows:

BEGINNING at a found 1/2" iron rod at the southeast corner of Lot 1, Sligo Industrial Park, Unit No. 3 as recorded in Conveyance Book 1364, Page 844 of the records of Bossier Parish, Louisiana and the west right-

of-way of Crown Court Place as recorded in Conveyance Book 1364, Page 827 of the records of Bossier Parish, Louisiana and proceed along said westerly right-of-way the following courses and distances: South 25° 21' 18" West a distance of 217.20 feet to a set 1/2" iron pipe; along a curve to the left, said curve having a radius of 310.00 feet (chord bearing South 05° 32' 17" West a distance of 210.19 feet), an arc distance of 214.44 feet to a set 1/2" iron pipe; South 14° 16' 44" East a distance of 307.15 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 250.00 feet (chord bearing South 07° 59' 15" West a distance of 189.46 feet), an arc distance of 194.31 feet to a set 1/2" iron pipe and South 30° 15' 14" West a distance of 787.77 feet to a set 1/2" iron pipe; thence leaving said westerly right-of-way proceed North 32° 21' 31" West a distance of 720.67 feet to the mean low water line (left descending) of Red Chute Bayou; thence proceed the following courses and distances along said mean low water line: North 18° 52' 02" East a distance of 169.88 feet; North 26° 34' 10" East a distance of 96.71 feet; North 32° 06' 32" East a distance of 91.07 feet; North 37° 20' 17" East a distance of 171.04 feet; North 27° 50' 21" East a distance of 212.81 feet; North 26° 53' 06" East a distance of 113.82 feet; North 18° 05' 52" East a distance of 191.49 feet and North 26° 43' 44" East a distance of 193.21 feet to the south line of said Lot 1; thence proceed along said south line South 64° 33' 31" East a distance of 331.00 feet to the POINT OF BEGINNING, all as further shown on map of survey by Coyle Engineering Co., Inc. dated June 12, 2012, and being subject to any and all servitudes, easements and/or rights-of-way of record or of use.

TRACT IV

A certain tract of land containing 39.15 acres, more or less, situated in Section 27, Township 17 North, Range 12 West, Bossier Parish, Louisiana, being more particularly described as follows:

Commencing at the southwest corner of Lot 2 of Sligo Industrial Park, Unit No. 1 as recorded in Conveyance Book 1364, Page 596 of the records of Bossier Parish, Louisiana and proceed along the south line of said Sligo Industrial Park, Unit No. 1 South 41° 58' 22" East a distance of 472.14 feet to a set 1/2" iron pipe and the POINT OF BEGINNING; thence continue along said south line South 41° 58' 22" East a distance of 916.00 feet to a set 1/2" iron pipe; thence leaving said south line proceed North 37° 50' 15" East a distance of 603.70 feet to a set 1/2" iron pipe on the southerly right-of-way of Caplis Sligo Road; thence proceed South 37° 13' 44" East along said right-of-way a distance of 81.39 feet to a set 1/2" iron pipe; thence leaving said right-of-way proceed South 37° 50' 15" West a distance of 1153.65 feet to a set 1/2" iron pipe; thence proceed South 52° 00' 41" West a distance of 1609.91 feet to a set 1/2" iron pipe; thence proceed North 32° 21' 31" West a distance of 305.65 feet to a set 1/2" iron pipe on the easterly right-of-way of Crown Court Place as recorded in Conveyance Book 1364, Page 827 of the records of Bossier Parish, Louisiana; thence proceed the following courses and distances along said easterly right-of-way: North 30° 15' 14" East a distance of 818.86 feet to a set 1/2" iron pipe; along a curve to the left, said curve having a radius of 310.00 feet (chord bearing North 07° 59' 15" East a distance of 234.93 feet), an arc distance of 240.95 feet to a set 1/2" iron pipe; North 14° 16' 44" West a distance of 307.15 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 250.00 feet (chord bearing North 05° 32' 17" East a distance of 169.51 feet), an arc distance of 172.94 feet to a set 1/2" iron pipe and North 25° 21' 18" East a distance of 217.25 feet to a found 1/2" iron rod at the southwest corner of Lot 2 of Sligo Industrial Park, Unit No. 3 as recorded in Conveyance Book 1364, Page 844 of the records of Bossier Parish, Louisiana; thence leaving said easterly right-of-way proceed along the south line of said Lot 2 South 64° 38' 23" East a distance of 435.65 feet to a found 1/2" iron rod at the southeast corner of said Lot 2; thence proceed along the east line of said Lot 2 and an extension thereof North 25° 21' 19" East a distance of 549.73 feet to the POINT OF BEGINNING, all as further shown on map of survey by Coyle Engineering Co., Inc. dated June 12, 2012, and being subject to any and all servitudes, easements and/or rights-of-way of record or of use.

TRACT V

A certain tract of land containing 8.53 acres, more or less, situated in Section 28, Township 17 North, Range 12 West, Bossier Parish, Louisiana, being more particularly described as follows:

BEGINNING at a set 1/2" iron pipe that is 3066.70 feet South and 1307.60 feet West from the southwest corner of Lot 2 of Sligo Industrial Park, Unit No. 1 as recorded in Conveyance Book 1364, Page 596 of the records of Bossier Parish, Louisiana and proceed South 48° 06' 18" West a distance of 1227.62 feet to a set 1/2" iron pipe; thence proceed South 07° 47' 57" East a distance of 346.95 feet to a set 1/2" iron pipe; thence proceed South 49° 44' 11" West a distance of 261.96 feet to a set 1/2" iron pipe at the east right-of-way of Crown Court Place as recorded in Conveyance Book 1364, Page 827 of the records of Bossier Parish, Louisiana; thence proceed the following courses and distances along said east right-of-way: along a curve to the left, said curve having a radius of 280.00 feet (chord bearing North 20° 58' 50" East a distance of 269.40 feet), an arc distance of 281.06 feet to a set 1/2" iron pipe; North 07° 46' 31" West a distance of 526.11 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 110.00 feet (chord bearing North 23° 32' 33" East a distance of 114.35 feet), an arc distance of 120.25 feet to a set 1/2" iron pipe; North 54° 51' 37" East a distance of 57.55 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 20.00 feet (chord bearing North 80° 31' 09" East a distance of 17.32 feet), an arc distance of 17.91 feet to a set 1/2" iron pipe; along a curve to the left, said curve having a radius of 60.00 feet (chord bearing North 54° 51' 36" East a distance of 93.68 feet), an arc distance of 107.48 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 20.00 feet (chord bearing North 29° 12' 07" East a distance of 17.32 feet), an arc distance of 17.91 feet to a set 1/2" iron pipe and North 54° 51' 37" East a distance of 903.50 feet to a set 1/2" iron pipe; thence leaving said east right-of-way proceed South 32° 21' 31" East a distance of 201.11 feet to the POINT OF BEGINNING, all as further shown on map of survey by Coyle Engineering Co., Inc. dated June 12, 2012, and being subject to any and all servitudes, easements and/or rights-of-way of record or of use.

TRACT VI

A certain tract of land containing 32.78 acres; more or less; situated in Section 28, Township 17 North, Range 12 West, Bossier Parish, Louisiana, being more particularly described as follows:

BEGINNING at a set 1/2" iron pipe that is 2846.08 feet South and 1447.38 feet West from the southwest corner of Lot 2 of Sligo Industrial Park, Unit No. 1 as recorded in Conveyance Book 1364, Page 596 of the records of Bossier Parish, Louisiana and on the west right-of-way of Crown Court Place as recorded in Conveyance Book 1364, Page 827 of the records of Bossier Parish, Louisiana and proceed the following courses and distances along said east right-of-way: South 54° 51' 37" West a distance of 906.41 feet to a set 1/2" iron pipe; along a

curve to the right, said curve having a radius of 20.00 feet (chord bearing South 80° 31' 09" West a distance of 17.32 feet), an arc distance of 17.91 feet to a set 1/2" iron pipe; along a curve to the left, said curve having a radius of 60.00 feet (chord bearing South 54° 51' 37" West a distance of 93.68 feet), an arc distance of 107.48 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 20.00 feet (chord bearing South 29° 12' 05" West a distance of 17.32 feet), an arc distance of 17.91 feet to a set 1/2" iron pipe; South 54° 51' 37" West a distance of 57.55 feet to a set 1/2" iron pipe; along a curve to the left, said curve having a radius of 170.00 feet (chord bearing South 23° 32' 33" West a distance of 176.73 feet), an arc distance of 185.84 feet to a set 1/2" iron pipe; South 07° 46' 31" East a distance of 526.11 feet to a set 1/2" iron pipe; along a curve to the right, said curve having a radius of 220.00 feet (chord bearing South 20° 58' 50" West a distance of 211.67 feet), an arc distance of 220.83 feet to a set 1/2" iron pipe and South 49° 44' 11" West a distance of 186.28 feet to the mean low water line (left descending) of Red Chute Bayou; thence proceed the following courses and distances along said mean low water line: North 06° 16' 19" West a distance of 223.01 feet; North 00° 20' 04" East a distance of 245.86 feet; North 00° 51' 48" West a distance of 315.75 feet; North 14° 21' 09" West a distance of 233.88 feet; North 47° 58' 25" West a distance of 142.99 feet; North 81° 39' 28" West a distance of 120.21 feet; North 36° 55' 08" West a distance of 84.37 feet; North 35° 32' 50" West a distance of 185.22 feet; North 03° 57' 45" West a distance of 114.07 feet; North 08° 35' 39" East a distance of 144.36 feet; North 22° 06' 37" East a distance of 112.60 feet; North 28° 32' 50" East a distance of 140.17 feet; North 55° 42' 39" East a distance of 82.01 feet; North 57° 22' 39" East a distance of 126.23 feet; North 71° 51' 35" East a distance of 104.62 feet; North 68° 19' 13" East a distance of 152.47 feet; North 78° 26' 05" East a distance of 140.20 feet; North 77° 52' 47" East a distance of 221.77 feet; North 60° 34' 55" East a distance of 187.20 feet and North 59° 52' 25" East a distance of 137.20 feet; thence leaving said mean low water line proceed South 32° 21' 31" East a distance of 752.61 feet to the POINT OF BEGINNING, all as further shown on map of survey by Coyle Engineering Co., Inc. dated June 12, 2012, and being subject to any and all servitudes, easements and/or rights-of-way of record or of use.

Tracts III – VI are collectively referred to as the “Caplis Sligo Properties”.

Exhibit B

Description of Property Owned by BOSSIER PARISH

TRACT I

A 4.233 acre tract of land located in Section 21, Township 19 North, Range 13 West, Bossier Parish, Louisiana. Said tract being more fully described as follows: commencing at a found 1/2" diameter iron pipe marking the Northeast corner of Lot 5, North Airline Acres, Unit 1, as recorded in Book 583, Page 346, of the records of Bossier Parish, Louisiana, run thence North 89° 32' 53" West a distance of 38.16 feet to a found 1/2" diameter iron pipe on the West Right-of-Way line of Airline Drive and also being the Point of Beginning at the tract herein described:

From said Point of Beginning, run thence North 89° 30' 23" West for a distance of 461.78 feet to a found 1/2" diameter iron pipe;

Thence run North 01° 35' 19" East for a distance of 399.91 feet to a found 1/2" diameter iron pipe;

Thence run South 89° 31' 14" East for a distance of 460.45 feet to a found 1/2" diameter iron pipe on the West right-of-way line of Airline Drive;

Thence run along said Westerly Right-of-Way South 01° 23' 53" West a distance of 400.00 feet to the Point of Beginning,

As more fully shown on plat of survey of Travis A. Sturdivant, P.L.S. 4632 dated July 19, 2012.

TRACT II

Commencing from a found 1/2" iron rod being the Southwest corner of Lot 12, of Unit #3, Plantation Trace Subdivision; thence, South 08° 38' 14" East, a distance of 16.19' to a set 5/8" rebar with plastic cap and the POINT OF BEGINNING; thence, North 81° 20' 55" East, a distance of 757.97' to a found 3/4" iron rod; thence, North 81° 20' 55" East, a distance of 658.58' to a 3/4" found iron rod; thence, South 08° 39' 05" East, a distance of 16.00' to a set 5/8" rebar with plastic cap; thence, South 81° 20' 55" West, a distance of 14.59' to a set 5/8" rebar with plastic cap and being on the West line of the utility right of way; thence, South 09° 17' 59" East along the West line of the utility right of way, a distance of 1193.02' to a set 5/8" rebar with plastic cap; thence, South 23° 32' 10" West along the West line of the utility right of way, a distance of 403.86' to a set 5/8" rebar with plastic cap; thence, North 66° 27' 50" West, a distance of 1312.86' to a set 5/8" rebar with plastic cap being the PC of a curve to the right whose radius is 1100.00', whose chord bears North 41° 17' 24" West, a distance of 935.80' along the arc length, a distance of 966.60' to a set 5/8" rebar with plastic cap and being the PCC of said curve to the right whose radius is 1100.00', whose chord bears North 15° 08' 14" West, a distance of 37.60' along the arc length, a distance of 37.60' to a set 5/8" rebar with plastic cap; thence, North 81° 20' 55" East, a distance of 419.73' to a set 5/8" rebar with plastic cap; thence, North 08° 38' 14" West, a distance of 26.00' back to a set 5/8" rebar with plastic cap and the POINT OF BEGINNING and containing 43.830 acres more or less.

Motion was made by Mr. Hammack, seconded by Mr. Plummer, to approve the plat of the Public Dedication of a tract of land for a street located in Section 23, Township 17 North, Range 13 West, Bossier Parish, LA.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Motion was made by Mr. Benton, seconded by Mr. Rimmer, to accept the streets and drainage in Forest Hills Subdivision, Unit No. 10, into the parish road system for permanent maintenance.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

ORDINANCE NO. 4451

WHEREAS, the Bossier Parish Police Jury in regular and legal session convened on the 15th day of August, 2012, has received a request from Specialty Trackhoe & Dozer Services, Inc., that the parish accept into its system for permanent maintenance, the streets and drainage in Forest Hills Subdivision, Unit No. 10, Bossier Parish, Louisiana; and

WHEREAS, the said streets and drainage have been completed in accordance with the specifications of the Bossier Parish Police Jury; and

WHEREAS, a two-year maintenance bond has been executed in favor of the Bossier Parish Police Jury to guarantee against failure of said streets and drainage as to material and workmanship as required by Chapter 110, Section 110-201 of the Bossier Parish Code of Ordinance.

WHEREAS, THEREFORE, BE IT RESOLVED, by the Bossier Parish Police Jury that it does accept the two-year maintenance bond of Specialty Trackhoe & Dozer Services, Inc., including labor and materials, for the above captioned streets and drainage.

BE IT FURTHER RESOLVED, that the Bossier Parish Police Jury does hereby accept into the parish maintenance system for continuous maintenance, streets and drainage located in Forest Hills Subdivision, Unit No. 10, Bossier Parish, Louisiana:

Sunrise Point – 0.341 mile

Sagefield – 0.273 mile

Coldwater Creek – 0.030 mile

Firefly Trail – 0.023 mile

Unnamed street (stub street to be named at a later date) – 0.035 mile

BE IT FURTHER RESOLVED, that a certified copy of this ordinance be recorded in the Office of the Clerk of Court, Bossier Parish, Louisiana, together with the maintenance bond.

The Ordinance was offered by Mr. Benton, seconded by Mr. Rimmer. Upon vote, it was duly adopted on this 15th day of August, 2012.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Sheryl Thomas, Parish Treasurer, reported in response to a recent request regarding funding for construction of a pavilion at the Parish Camp on Lake Bistineau, advising that there is currently \$25,000 in the Parks and Recreation Fund available for the proposed project. She stated that in 2004 a pavilion was constructed at Tall Timbers Park at a cost of approximately \$22,000, and that the cost today for this type of pavilion is approximately \$30,000. It was the consensus of the jury to consider this request during 2013 budget proceedings.

Motion was made by Mr. Rimmer, seconded by Mr. Skaggs, to schedule a public hearing on September 5, 2012, to consider approval of the plat of the proposed development of Dogwood Estates Subdivision, Unit No. 2-A, being a resubdivision of Lot 20, Dogwood Estates Subdivision, Unit No. 2, located in Section 4, Township 18 North, Range 12 West, Bossier Parish, LA.

The President called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Mr. Ford presented photographs of the house formerly owned by the Petchak family, advising that the home has been completely demolished.

Mr. Ford advised that the spillway at Shadow Lake Dam in Dogwood Subdivision Lake is complete. He stated that Mr. Logan has submitted a request to the Dogwood Homeowners Association for construction of a walkway over a small gap in the levee, advising that the levee has been created due to a parish owned sewer line across the lake. He advised that this proposed walkway may be in the parish easement, and that he will be meeting with Mr. Logan to obtain additional information on this request.

Ms. Adley asked who owns the sewer pipeline and the levee. Mr. Ford advised that the parish owns the pipeline and the easement, and the Homeowners Association owns the land. He stated that Mr. Logan will have to obtain permission from the Homeowners Association to build a walkway in this area, and if the walkway is in the parish easement, he will also need to obtain permission from the parish.

Mr. Ford reported on a meeting with north Bossier developers, advising that some of the developers have agreed to allow emergency exits from certain subdivisions. He stated that he has requested a walkway between Cypress Lake Estates and St. Charles Court to ensure safety of pedestrians traveling between the two subdivisions. Mr. Avery requested additional ingress and egress in these subdivisions, not just emergency exits. Mr. Ford advised that he will schedule a Road/Subdivision Regulation Committee meeting to further discuss this request with the developers.

Mr. Ford advised that four homes have been approved for the FEMA Buy-Out Program, advising that one homeowner no longer wants to participate in the program.

Mr. Ronnie Andrews, Public Works Director, presented an update on activities of the highway department and on several road and drainage projects in the parish. He advised that clearing work is complete at the 911 radio tower site located off Cycle Plant Road. Mr. Andrews reported that there are several dead trees being cut and removed throughout the parish.

Mr. Andrews stated that 11.15 miles of the 2012 Road Overlay Program are now complete, and requested input and recommendations for the 2015 road overlay program.

Mr. Plummer presented a letter of appreciation from Parkway High School for the police jury's assistance for the Robotics Team to attend the National Robotics Competition in Washington, D.C.

Mr. Rimmer requested that a letter be submitted to the Department of Transportation and Development requesting a right turn lane at Highway 80 and Bodcau Station Road. He suggested that Representative Henry Burns also be contacted.

Mr. Cochran requested use of the courthouse parking area for the Second Annual Cystic Fibrosis Cycle For Life bike event scheduled for September 15, 2012, in Benton, LA. He further requested that the Benton Police Department and the Bossier Parish Sheriff's Department be advised of this event.

Mr. Benton reported that there have been two incidents involving vicious dogs in Mimosa Gardens Subdivision, Unit No. 2. He stated that there have been reports of citizens being bitten, and advised that it appears the two dogs are owned by one resident. Mr. Benton stated that the owner's yard is fenced, but the dogs are able to get out. He stated that animal control has been dispatched several times to the area and advised that the dogs are currently at the animal shelter, but are scheduled to be released soon. Mr. Benton recommended that the animals not be allowed in this neighborhood.

Mr. Jackson stated that if there is evidence that these dogs are vicious the police jury can direct animal control to hold the dogs for an additional two to three days while the parish petitions the court in this matter. He stated that the release of the dogs could also be delayed until the owner can satisfy the animal control officer that the animals will be secured and unable to come in contact with citizens.

After further discussion, **motion was made by Mr. Benton, seconded by Mr. Cochran, to amend the agenda to add discussion of vicious dogs in Mimosa Gardens Subdivision, Unit No. 2.**

The President called for public comment. There being none, **motion carried, with the following vote recorded:**

AYES: Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Brotherton, Mr. Cochran, Mr. Cook, Mr. Darby, Mr. Hammack, Mr. Plummer, Mr. Rimmer, Mr. Shewmake, Mr. Skaggs

NAYS: None

ABSTAIN: None

ABSENT: None

Motion was made by Mr. Benton, seconded by Mr. Brotherton, to delay the release of two dogs to their owner in Mimosa Gardens Subdivision, Unit No. 2, until the owner can satisfy the Bossier Parish Animal Control Officer that the animals will be kept secure and away from contact with citizens, and to schedule a hearing on September 5, 2012, to determine the viciousness of these two dogs.

The President called for public comment. Mr. Jackson requested that witnesses be present at the September 5, 2012, regular meeting to testify as to the viciousness of the two dogs.

Votes were cast and the motion carried unanimously.

Mr. Avery reported that the Forrest Wood Cup championship bass fishing event will be held in Shreveport on August 15-18, 2013.

Finance Committee Meeting – August 15, 2012, 1:30 p.m.

The Finance Committee of the Bossier Parish Police Jury met on this 15th day of August, 2012, at 1:30 p.m., in the Police Jury Meeting Room, Bossier Parish Courthouse, Benton, Louisiana, with all members present.

Motion was made by Mr. Hammack, seconded by Mr. Darby, to approve payment of accounts payable invoices in the amount of \$1,145.94 for the Johnny Gray Jones Youth Shelter for the month of July, 2012, as follows:

Tubbs Hardware & Rental \$ 20.94

Action Fire and Safety Company \$1,125.00

The Chairman called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Motion was made by Mr. Shewmake, seconded by Mr. Cochran, to approve payment of all other accounts payable invoices for the month of July, 2012.

The Chairman called for public comment. There being none, **votes were cast and the motion carried unanimously.**

Motion was made by Mr. Hammack, seconded by Mr. Darby, that Mr. Cook, Mr. Shewmake, Mr. Darby, Ms. Bennett, Mr. Hammack, Mr. Benton, Mr. Cochran, and Mr. Plummer will contribute discretionary funds in the amount of \$475 each, for a total of \$3,800, to LA New Tech at Plain Dealing for the purchase of weight lifting equipment.

The Chairman called for public comment. There being none, **votes were cast and the motion carried, with Mr. Brotherton abstaining.**

The Finance Committee meeting was adjourned by the Chairman.

There being no further business to come before the Bossier Parish Police Jury in regular and legal session on this 15th day of August, 2012, the meeting was adjourned by the President at 4:20 p.m.

CINDY A. DODSON
PARISH SECRETARY

RICK AVERY, PRESIDENT
BOSSIER PARISH POLICE JURY