

PROCEEDINGS OF THE BOARD OF WATERWORKS COMMISSIONERS OF WATER DISTRICT NO. 1, PARISH OF LAFOURCHE, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING OF THE BOARD HELD DECEMBER 19, 2024.

The Board of Waterworks Commissioners of Water District No. 1, Parish of Lafourche, State of Louisiana, met in regular session at the Water Treatment Plant Distribution Office, Lockport, Louisiana, on Thursday, December 19, 2024, at six o'clock p.m.

All rose and recited the Pledge of Allegiance to the Flag.

There were present: Mr. Sidney Triche, President; Mr. Eric Roundtree, Vice President; Mr. Robert Pontif, Jr., Secretary Treasurer; Commissioners: Mr. Dirk Barrios, Mr. Evan Plaisance, Mr. Morris Guidry, Mr. Barry Uzee, Mr. Nolan Cressionie, and Mr. Bobby Grabert.

There was absent: Commissioners; Mr. Jordan Collins and Mr. Manuel Delatte.

On motion by Mr. Nolan Cressionie, seconded by Mr. Bobby Grabert, the Board unanimously approved the minutes of the meeting held November 21, 2024.

There were no comments from the public.

Mr. Tory Hebert read a job progress report from Lafourche Parish Water District No. 1, which was ordered filed.

On motion by Mr. Barry Uzee, seconded by Eric Roundtree, the Board unanimously approved the quote from CSI Services, LLC received December 9, 2024, for Interior Cleaning of Water Storage Tanks- North System in the amount of \$21,750.00.

Mr. John Plaisance II read a job progress report from GIS Engineering, LLC, which was ordered filed.

Mr. Michael Badeaux read a job progress report from Badeaux Engineers, Inc., which was ordered filed.

On motion by Mr. Dirk Barrios, seconded by Mr. Evan Plaisance, the Board unanimously approved the low bid of Lamar Contractors, LLC received December 12, 2024, for New Administration Office in the amount of \$4,729,000.00.

Results were as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>
Lamar Contractors, LLC	\$4,729,000.00
Thompson Construction Co., LLC	\$4,818,000.00
B.E.T. Construction, Inc	\$4,907,330.00
VPG Construction	\$4,995,000.00
TBT Contracting Inc. Of Louisiana	\$5,028,000.00
Del-Con, LLC	\$5,044,500.00
Foret Contracting Group, LLC	\$5,199,000.00
Taylor Enterprises of Louisiana, LLC	\$5,265,000.00
Grand Isle Shipyard, LLC	\$6,295,625.00

Mr. Tory Hebert read a job progress report from T. Baker Smith, LLC, which was ordered filed.

Mr. Chris Richard read a job progress report from Domingue, Szabo & Associates, LLC, which was ordered filed.

Mr. Robert Pontif, Jr., Chairman of the Finance Committee, then presented motions to the Board on the following items reviewed by the Finance Committee prior to the regular meeting:

On motion by Mr. Robert Pontif, Jr., seconded by Mr. Morris Guidry, the Board unanimously approved Change Order No 1 for Sampey General Contractors, Inc- Water Line Replacement Along West 73rd Street, et al for a decrease of (\$14,500.00).

On motion by Mr. Robert Pontif, Jr., seconded by Mr. Evan Plaisance, the Board unanimously approved the following pay requests for payment.

PAY REQUESTS:

D & M Tank, LLC

Payment No. 3 – Ground Storage Tank No. 1 Rehab.....\$83,900.00

NCMC, LLC

Payment No. 8 – 18" Waterline Galliano To Cut Off\$ 318,083.41

Sampey General Contractors, Inc.

Payment No. 1 – Waterline Replacement Martinez Lane et, al\$50,128.20

On motion by Mr. Robert Pontif, Jr., seconded by Mr. Dirk Barrios, the Board unanimously approved the following invoices for payment.

INVOICES:

GIS Engineering LLC

Basic Services – 18” Water Line Galliano – Cut Off.....\$15,000.00

Professional Services – Water Line Replacement Garden Circle et, al.....\$12,000.00

High Tide Consultants, LLC

Basic Services – New South Plant Administration Building.....\$6,776.00

S & L Enterprises

Right-of-Way Work – Water Line Replacement Garden Circle et, al.....\$2,460.56

T. Baker Smith

Basic Services – Kraemer Water Line Replacement 2021 Capital Outlay\$58,455.49

On motion by Mr. Robert Pontif, Jr., seconded by Mr. Bobby Grabert, the Board unanimously approved the November 2024 Financial & Operating Report.

On motion by Mr. Robert Pontif, Jr., seconded by Mr. Nolan Cressionie, the Board unanimously approved the 2024 Annual Report as prepared by District Staff and Domingue, Szabo & Associates, LLC, consultants for the District.

Mr. Pontif, Jr., then provided a brief review of the discussion held during the Finance Committee meeting pertaining to the issuance of not exceeding Twenty Million Dollars (\$20,000,000.00) of Water Revenue Bonds. Bond Counsel, Mr. Jason Akers of Foley & Judel, LLP, Municipal Advisor, Mr. Shaun Toups of Government Consultants, Inc. and Underwriter, Ms. Stephanie Ferry of Raymond James & Associates, Inc. were also on hand to provide insight and answer any questions of the Committee.

Finally, on motion by Mr. Robert Pontif, Jr., seconded by Mr. Eric Roundtree, the Board unanimously approved to adopt a resolution authorizing the redemption of the outstanding Water Revenue Refunding Bonds, Series 2015, of Water District No.1 of the

Parish of Lafourche, State of Louisiana, and providing for other matters in connection therewith.

RESOLUTION

A resolution authorizing the redemption of the outstanding Water Revenue Refunding Bonds, Series 2015, of Water District No. 1 of the Parish of Lafourche, State of Louisiana, and providing for other matters in connection therewith.

BE IT RESOLVED by the Board of Waterworks Commissioners of Water District No. 1 of the Parish of Lafourche, State of Louisiana (the "***Governing Authority***"), acting as the Governing Authority of Water District No. 1 of the Parish of Lafourche, State of Louisiana (the "***District***"), that:

SECTION 1. This Governing Authority hereby authorizes and approves the redemption of the District's currently outstanding Water Revenue Refunding Bonds, Series 2015, maturing January 1, 2026 and January 1, 2027 (the "***Series 2015 Bonds***").

SECTION 2. The Series 2015 Bonds shall be called for redemption on or after January 24, 2025 (the "***Call Date***"), at the principal amount thereof together with accrued interest to the Call Date, all in accordance with the ordinance adopted by this Governing Authority authorizing the issuance of the Series 2015 Bonds.

SECTION 3. This Governing Authority hereby authorizes the transfer of moneys in the Reserve Fund – 1996 (the "***Reserve Fund***") previously established for the payment of principal and accrued interest due on the Series 2015 Bonds on the Call Date.

SECTION 4. This Governing Authority further approves the engagement of Bingham Arbitrage Rebate Services as Rebate Analyst in order to obtain professional and reliable federal tax computations relative to the Series 2015 Bonds in connection with their redemption.

SECTION 5. A notice of redemption in substantially the form attached hereto as **Exhibit A** shall be sent by the paying agent for the Series 2015 Bonds to the registered owners of the Series 2015 Bonds as the same appear on the registration books of said paying agent prior to the Call Date.

SECTION 6. This resolution shall become effective immediately.

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

YEAS: Mr. Sidney Triche, President; Mr. Eric Roundtree, Vice President; Mr. Robert Pontif, Jr., Secretary Treasurer; Commissioners: Mr. Dirk Barrios, Mr. Evan Plaisance, Mr. Morris Guidry, Mr. Barry Uzee, Mr. Nolan Cressionie, and Mr. Bobby Grabert.

NAYS: 0

ABSTAIN: 0

ABSENT: Commissioners; Mr. Jordan Collins and Mr. Manuel Delatte.

Mr. Wayne Gautreaux, General Manager, provided dates for regular scheduled Board Meetings of Lafourche Parish Water District No. 1 Board of Commissioners for year 2025.

Those dates were as follows:

January 16, February 20, March 20, April 10, May 15, June 19, July 17, August 21, September 18, October 16, November 20 and December 18, 2025

On motion by Mr. Eric Roundtree, seconded by Mr. Morris Guidry, the Board unanimously approved the dates as presented for year 2025.

On motion by Mr. Evan Plaisance, seconded by Mr. Dirk Barrios, the Board unanimously approved adopting a resolution authorizing the issuance of not exceeding Twenty Million Dollars (\$20,000,000.00) of Water Revenue Bonds of Waterworks District No.1 of the Parish of Lafourche, State of Louisiana; and providing for other matters in connection therewith.

RESOLUTION

A resolution authorizing the issuance of not exceeding Twenty Million Dollars (\$20,000,000) of Water Revenue Bonds of Water District No. 1 of the Parish of Lafourche, State of Louisiana; and providing for other matters in connection therewith.

WHEREAS, Water District No. 1 of the Parish of Lafourche, State of Louisiana (the "***District***") now owns and operates a waterworks system as a revenue-producing work of public improvement (the "***System***"); and

WHEREAS, the Board of Waterworks Commissioners of the District (the "**Governing Authority**"), acting as the governing authority of the District, desires to issue not exceeding Twenty Million Dollars (\$20,000,000) of Water Revenue Bonds (the "**Bonds**") of the District in one or more series in the manner prescribed by and under the authority of Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority; and

WHEREAS, the District desires to provide funding to pay costs of (i) constructing and acquiring improvements, extensions, and replacements to the System, including equipment, fixtures and accessories therefor, (ii) funding a reserve, and (iii) paying the costs of issuance thereof; and

WHEREAS, the Bonds shall be limited and special obligations of the District, payable solely from and secured by the income and revenues to be derived by the District from the operation of the System, including any special taxes of the District not pledged to a contrary dedicated purpose after provision has been made for payment therefrom of the reasonable and necessary expenses of administering, operating and maintaining the System; and

WHEREAS, at the time of delivery of the Bonds, the District expects to have no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the revenues of the System herein pledged; and

WHEREAS, this Governing Authority now desires to fix the details necessary with respect to the issuance of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Waterworks Commissioners of Water District No. 1 of the Parish of Lafourche, State of Louisiana, acting as the Governing Authority of District, that:

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

"Act" means the Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Additional Parity Bonds" means any *pari passu* additional bonds that may hereafter be issued pursuant to Section 19 hereof on a parity with the Bonds.

"Bond" or "Bonds" means the District's Water Revenue Bonds, Series 2025, issued by this Bond Resolution in the maximum aggregate principal amount of Twenty Million Dollars (\$20,000,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

"Bond Fund" has the meaning given such term in Section 9(b) hereof.

"Bond Purchase Agreement" shall mean the completed agreement for the purchase of all or a portion of the Bonds substantially in the form presented at this meeting with such additions, deletions, or amendments as shall be appropriate to describe the purchase of Bonds and the conditions of the delivery of the Bonds.

"Bond Register" means the registration books of the Paying Agent in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bond Resolution" means this resolution authorizing the issuance of the Bonds, as hereafter amended, or supplemented.

"Bond Year" means the one-year period ending on each January 1.

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

"Code" means the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder

"District" means Water District No. 1 of the Parish of Lafourche, State of Louisiana, a political subdivision of the State of Louisiana, and its successors or assigns.

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

"Fiscal Year" means the accounting period beginning July 1 and ending June 30 of each year, or such other accounting period as may be designated by the Governing Authority as the fiscal year of the District.

"Governing Authority" means the Board of Waterworks Commissioners of Water District No. 1 of the Parish of Lafourche, State of Louisiana.

"Government Securities" means direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and may be United States Treasury Obligations such as the State and Local Government Series and may be in book entry form.

"Interest Payment Date" means each January 1 and July 1 of each year during the period of any of the Bonds are outstanding, commencing July 1, 2025, unless a different date shall be set forth in the Bond Purchase Agreement.

"Net Revenues" means Revenues of the System, after the payment therefrom of the reasonable and necessary expenses of administering, operating and maintaining the System and further excluding any non-cash items relating to the System included in the District's financial statements.

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

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

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

"Qualified Investments" means any investments which are at the time legal for investment of the District's funds pursuant to the laws of the State, the value of which shall be determined as follows:

- a) For the purpose of determining the amount in any fund, all Qualified investments credited to such fund shall be valued at fair market value; and
- b) As to certificates of deposit and banker's acceptances: the face amount thereof plus accrued interest thereon.

"Paying Agent" means Hancock Whitney Bank, in Baton Rouge, Louisiana, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond Resolution, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

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

"Renewal and Replacement Fund" has the meaning given such term in Section 9(d) hereof.

"Reserve Fund" has the meaning given such term in Section 9(c) hereof.

"Reserve Fund Requirement" shall mean, as of any date of calculation, a sum equal to the lesser of (i) 10% of the proceeds of the Bonds (calculated in accordance with the Code), and any issue of Additional Parity Bonds, or (ii) the highest combined principal and interest requirements for any succeeding Fiscal Year on the Bonds and any Additional Parity Bonds, or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Fiscal Year on the Bonds and any Additional Parity Bonds payable from the Net Revenues.

"Reserve Product" means a surety bond or insurance policy issued by an insurance company or an irrevocable letter of credit issued by a bank deposited or to be deposited in the Reserve Fund.

"Revenues" means all income and revenues to be derived by the District from the operation of the System, including the Tax and any other special taxes of the District not dedicated to a contrary purpose and earnings on investments in the funds and accounts described in Section 9 hereof, but not including any insurance or condemnation proceeds, or proceeds from the sale or other disposition of any part of the System.

"Surplus Fund" has the meaning given such term in Section 9(e) hereof.

"System" means the revenue-producing waterworks system of the District, as such system now exists and as it may be hereafter improved, extended or supplemented from any source whatsoever while any of the Bonds herein authorized remain outstanding, including specifically all properties of every nature owned, leased or operated by the District and used or useful in the operation of the System, and including real estate, personal and intangible properties, contracts, franchises, leases and choses in action, whether lying within or without the boundaries of the District.

"Tax" means the District's ad valorem tax currently levied in the amount of 3.57 mills for the purpose of paying maintenance and operating expenses of waterworks in the District.

"Underwriter" means Raymond James & Associates, Inc. of New Orleans, Louisiana, the original purchaser of the Bonds.

SECTION 2. Authorization of Bonds. In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of not exceeding Twenty Million Dollars (\$20,000,000) for, on behalf of and in the name of the District, for the purpose of (i) constructing and acquiring improvements, extensions, and replacements to the System, including equipment, fixtures and accessories therefor, (ii) funding a reserve, and (iii) paying the costs of issuance thereof, and to fix the details of the Bonds and represent the said indebtedness, this Governing Authority hereby authorizes the issuance of not exceeding Twenty Million Dollars (\$20,000,000) of Water Revenue Bonds of the District.

The Bonds shall be in fully registered form, shall be dated the Date of Delivery, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof within a single maturity and shall be numbered from R-1 upward. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, at rates of interest per annum not exceeding 8% per annum, shall mature not later than twenty-five (25) years from the date of issuance, and shall become due and payable and mature on January 1 of the years and in the amounts and years as set forth in the Bond Purchase Agreement. Interest shall accrue on the Bonds on a 30/360 basis.

The principal of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the designated corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds are payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be. The Person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bonds have been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bonds upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payments of principal and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner, CUSIP number identification with appropriate dollar amounts for each

CUSIP number must accompany all payments of principal and interest, whether by check or by wire transfer.

SECTION 3. Redemption Provisions. (a) The Bonds shall be subject to optional and/or mandatory redemption by the District in the manner and pursuant to the procedures set forth in the Bond Purchase Agreement.

(b) Official notice of such call of all or any portion of the Bonds for optional redemption, if any, shall be given by first class mail, postage prepaid, by notice deposited in the United States mails, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.

SECTION 4. Book Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("**DTC**"), as registered owner of the Bonds, and held in the custody of DTC. The Executive Officers of the District or any other officer of the District is authorized to execute and deliver a Blanket Letter of Representation to DTC on behalf of the District with respect to the issuance of the Bonds in "book-entry only" format. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Resolution and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Blanket Letter of Representation.

For every transfer and exchange of the Bonds, the Beneficial Owner (as defined in the Blanket Letter of Representation) may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the District and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The District determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the District and/or the Beneficial Owners.

The District and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the District or the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

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

If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 5. Registration and Transfer. The District shall cause the Bond Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the District. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in Authorized Denominations. Neither the District nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 6. Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the form of **Exhibit A** hereto.

SECTION 7. Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the District, which signatures and corporate seal may be either manual or facsimile.

SECTION 8. Security for the Bonds. The Bonds are secured by and payable solely from a pledge of the Net Revenues. Subject to the prior pledge of the Revenues of the System to the payment of the reasonable and necessary expenses of administering, operating and maintaining the System, the Net Revenues are irrevocably and irrevocably pledged in an amount sufficient for the payment of the Bonds in principal and interest as they shall respectively become due and payable and for the other purposes hereinafter set forth in this Bond Resolution. Said income and revenues shall be set aside in a separately identifiable fund or account as hereinafter provided and shall remain so pledged for the security and payment of the Bonds in principal and interest, and for all other payments provided in this Bond Resolution, until the Bonds shall be fully paid and discharged.

SECTION 9. Rate Covenant; Funds and Accounts. The District, through its Governing Authority, hereby covenants to fix, establish, maintain and collect such rates, fees, rents or other charges for the services and facilities of the System, and all parts thereof, and to revise the same from time to time whenever necessary, as will always provide Revenues in such year sufficient to provide for (i) the payment of all reasonable and necessary expenses of administration, operation and maintenance of the System; (ii) the payment of the principal and interest maturing on the Bonds and any Additional Parity Bonds in each year as and when the same shall become due and payable; (iii) the creation of a reserve fund for the Bonds and any Additional Parity Bonds; and (iv) to provide a reserve to care for extensions, additions, improvements, renewals and replacements necessary to properly operate the System. Such rates, fees, rents or other charges may be altered or amended from time to time, but shall not at any time be reduced below a level sufficient to provide Revenues in each year, after paying all reasonable and necessary expenses of administering, operating and maintaining the System in such year, at least equal to 130% of the highest combined principal and interest requirements for any succeeding Bond Year on the Bonds and any Additional Parity Bonds hereafter issued as provided herein. The District and the Governing Authority further covenant, that:

All of the Revenues to be earned from the operation of the System shall be deposited daily as the same may be collected in a separate and special bank account designated the "**Revenue Fund**" previously created and to be maintained pursuant to the terms of this Bond Resolution, shall be used in the following order of priority and for the following express purposes:

(a) First, for the payment of all reasonable and necessary expenses of administering, operating and maintaining the District and the System provided that such expenses shall be first paid from the proceeds of the Tax to the extent that such proceeds may be legally applied.

(b) Next, for the maintenance of the bond fund (the "**Bond Fund**"), previously established with the District's lead fiscal agent bank, sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds and any Additional Parity Bonds issued hereafter in the manner provided by this Bond Resolution, as they severally become due and payable, by transferring from the Revenue Fund on or before the 20th day of each month, beginning on the first such date following the delivery of the Bonds, a sum equal to 1/6th of the interest falling due on the next Interest Payment Date and a sum equal to 1/12th of the principal falling due on the next principal payment date on all bonds payable from the Bond Fund, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due. Said bank shall make available from the Bond Fund to the paying agent(s) for all bonds payable from the Bond Fund, at least three (3) days in advance of the date on which each payment of principal or interest falls due, funds fully sufficient to pay promptly the principal and interest so falling due on such Interest Payment Date.

(c) Next, for the maintenance of the reserve fund (the "**Reserve Fund**"), established pursuant to this Bond Resolution, which shall be funded to the Reserve Fund Requirement. The money in the Reserve Fund shall be retained solely for the purpose of paying the principal of and interest on the Bonds and any Additional Parity Bonds as to which there would otherwise be default. In the event that Additional Parity Bonds are issued hereafter in the manner provided by the Bond Resolution, there shall be transferred from the Revenue Fund or from the proceeds of such Additional Parity Bonds, such amounts, as shall be designated in the resolution authorizing such Additional Parity Bonds, as will increase the total amount on deposit in the Reserve Fund, within a period of not exceeding five (5) years, to a sum equal to the Reserve Fund Requirement on the Bonds and such Additional Parity Bonds.

If at any time it shall be necessary to use moneys in the Reserve Fund for the purpose of paying principal of or interest on the Bonds or any Additional Parity Bonds issued hereafter as to which there would otherwise be default, then the moneys so used shall be replaced from the revenues first thereafter received, not hereinabove required to be used for administration, operation and maintenance of the System, or for making deposits to the Bond Fund, it being the intention of the District that the amount on deposit in the Reserve Fund shall be at all times as near as possible to the Reserve Fund Requirement from time-to-time.

The Reserve Fund Requirement may be funded with cash or Qualified Investments, or one or more Reserve Products, or a combination thereof. Any such Reserve Product must provide for payment on any Interest Payment Date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for payment of the principal of or interest on the Bonds or Additional Parity Bonds due

on such date which cannot be cured by funds in any other fund or account held pursuant to the Bond Resolution and available for such purpose, and shall name the respective paying agent(s) as the beneficiary thereof. Additionally, provided no event of default shall have occurred and be continuing under the Bond Resolution, the District may at any time in its discretion substitute a Reserve Product for any cash and/or Qualified Investments in the Reserve Fund, and the District may then withdraw such cash and/or Qualified Investments from the Reserve Fund and use such amounts for any authorized purpose so long as (i) the substitution does not adversely affect any rating by a nationally recognized statistical rating organization then in effect with respect to the Bonds or any Additional Parity Bonds, and (ii) the District obtains an opinion of Bond Counsel to the effect that such actions will not, in and of themselves, adversely affect the exclusion from gross income of interest on the Bonds or any Additional Parity Bonds (if not taxable bonds) for federal income tax purposes.

(d) Next, for the maintenance of the Renewal and Replacement Fund (the "**Renewal and Replacement Fund**") established with the District's lead fiscal agent bank to care for extensions, additional, improvements, renewals and replacements necessary to operate the System, by transferring from the Revenue Fund to the Renewal and Replacement Fund, monthly on or before the 20th day of each month of each year, a sum equal to five percent (5%) of the gross revenues of the System for the preceding month, provided that such sum is available after provision is made for the payments required under paragraphs (b) and (c) above. Such payments into the Renewal and Replacement Fund shall continue as long as any of the Bonds and any Additional Parity Bonds are outstanding; provided, however, that if at the end of any Fiscal Year the balance in the Renewal and Replacement Fund shall be excess of Two Hundred Thousand Dollars (\$200,000) such excess shall be transferred to the Surplus Fund (defined below) unless the hereinafter required Management Consultants shall have recommended to the District in writing that a balance in excess of Two Hundred Thousand Dollars (\$200,000) be retained in the Renewal and Replacement Fund. In addition to caring for extensions, additions, improvements, renewals and replacements necessary to properly operate the System, the money in the Renewal and Replacement Fund may be used to pay the principal of and the interest on the Bonds and any Additional Parity Bonds issued hereafter for the payment of which there is not sufficient money in the Bond Fund and the Reserve Fund.

(e) Lastly, after making the payments required under paragraphs (b), (c), and (d) above, any money remaining each month in the Revenue Fund in excess of twenty-five percent (25%) of the current Fiscal Year's budgeted amount for administration, operation and maintenance expenses shall be considered as surplus and such surplus shall be transferred to the Surplus Fund (the "**Surplus Fund**") maintained with the lead fiscal agent bank of the District. The moneys on deposit in the Surplus Fund may be used by the District for any lawful purpose of

the District as the Governing Authority may determine whether such purposes are or are not related to the System.

All or any part of the moneys in the Reserve Fund, the Renewal and Replacement Fund, or the Surplus Fund shall, at the written request of the District, be invested in Qualified Investment. Any investments shall mature in five (5) years or less from the date of investment. All income derived from such investments shall be added to the Revenue Fund as income of the System, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are created. To the extent not invested, such amounts shall be secured to the extent required by Louisiana law.

If at any time there are sufficient moneys on deposit in the Reserve Fund and Renewal and Replacement Fund to retire all outstanding bonds payable from the Bond Fund by exercising the redemption option provided by such bonds or by purchase on the open market, the District may utilize such funds for such purpose.

All of the funds herein described shall be and constitute trust funds for the purposes provided in this Bond Resolution, and the Owners of the Bonds and any Additional Parity Bonds issued hereafter are hereby granted a lien on all such funds and accounts until applied in the manner provided in this Bond Resolution.

Notwithstanding the foregoing the Reserve Fund Requirement may be funded with cash or Qualified Investments, or one or more Reserve Products, or a combination thereof. Any such Reserve Product must provide for payment on any interest or principal payment date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for payment of the principal of or interest on the Bonds due on such date which cannot be cured by funds in any other fund or account held pursuant to this Bond Resolution and available for such purpose, and shall name the Paying Agent as the beneficiary thereof. Additionally, on and after such date, and provided no event of default shall have occurred and be continuing hereunder, the District may at any time in its discretion, substitute a Reserve Product meeting the requirements of this Bond Resolution for the cash and Qualified Investments in the Reserve Fund and the District may then withdraw such cash and Qualified Investments from the Reserve Fund and use such amounts for any authorized purpose so long as (i) the substitution does not adversely affect any rating by a Rating Agency then in effect with respect to the parity debt, or any series thereof, and (ii) the District obtains an opinion of Bond Counsel to the effect that such actions will not, in and of themselves, adversely affect the exclusion from gross income of interest on the parity debt (if not taxable bonds) for federal income tax purposes.

SECTION 10. Reserved.

SECTION 11. Deposit of Funds and Security Therefor. All of the funds established pursuant to this Bond Resolution shall be held by the District's depository banks or custodian as special trust funds for the purposes provided in this Bond Resolution subject to such reasonable instructions as this Governing Authority may give in writing to the bank holding such funds. The Owners of the Bonds are hereby granted a lien on all funds established pursuant to the requirements of this Bond Resolution, until applied in the manner herein provided.

SECTION 12. Rates and Charges. Except as provided herein, nothing in this Bond Resolution or in the Bonds shall be construed to prevent the District from altering, amending or repealing from time to time as may be necessary any resolution setting up and establishing a schedule or schedules of rates and charges for the service and facilities to be rendered by the System, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the income and revenues of the System, not alone for the payment of the principal of and interest on the Bonds, but to give assurance and ensure that the Revenues of the System, together with such other lawfully available funds as are used by the District for such purposes, shall be sufficient at all times to meet and fulfill the other provisions stated and specified in Section 9 of this Bond Resolution. It is understood and agreed, however, that the District shall fix and maintain and collect rates and charges for the services and facilities to be rendered by the System, irrespective of the user thereof, that no free service shall be furnished to any person, association of persons or corporation, public or private, or even to the District itself and that no discrimination shall be made as to rates and charges for the services and facilities of the System as between users of the same type or class.

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

It is further understood and agreed that the schedule of rates, fees, rents and other charges being charged as of the date of the adoption of this Bond Resolution for services and facilities rendered by the System shall remain in effect and neither said existing schedule nor any subsequent schedule shall be reduced at any time unless all payments required for all funds by this Bond Resolution, including any deficiencies for prior payments, have been fully made, and unless such schedule as so reduced will in each year thereafter produce sufficient revenues to meet and fulfill the other provisions stated and specified in Section 9 of this Bond Resolution.

SECTION 13. Right to Pledge Net Revenues. In providing for the issuance of the Bonds, the District does hereby covenant and warrant that it is lawfully seized and possessed of the System, that it has a legal right to pledge the Net Revenues therefrom as herein provided,

that the Bonds will have a lien and privilege on said Net Revenues subject only to the prior payment of all reasonable and necessary expenses of operation and maintenance of the System and that the District will at all times maintain the System in first class repair and working order and condition.

SECTION 14. Records and Account Audit Reports. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the Revenues, including specifically but without limitation, all reasonable and necessary costs and expenses of collection.

SECTION 15. Notices to Owners. Wherever this Bond Resolution provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Bond Resolution provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16. Events of Default. The following events shall be "***Events of Default***" under this Bond Resolution:

(i) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or

(ii) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(iii) if default shall be made by the District in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the District by any Owner; or

(iv) if the District shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law.

Upon the happening and continuance of any Event of Default, the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

SECTION 17. Management Consultant. It is recognized and understood that in purchasing and accepting delivery of the Bonds the Underwriter thereof has relied, and the Owners from time to time of the Bonds will rely, upon representations made by the District that its System will be economically and efficiently operated so that both the District and the Owners of the Bonds may benefit through the production of maximum revenues. The District has engaged Domingue, Szabo & Associates, Inc. as its current Management Consultant and has further covenanted that, so long as the Bonds shall be outstanding and unpaid, it will select and retain a nationally known and recognized public consultant engineer or engineers to act as consultant to the District in the operation of the System (the "**Management Consultant**"). The Management Consultant shall be retained on an annual basis at such reasonable compensation as may be fixed by the Governing Authority, and the payment of such compensation shall be considered as one of the costs of maintaining and operating the System. The Management Consultant shall be submit to the Governing Authority such recommendations for maintenance, operation and repairs as they may from time to time see fit. Sixty (60) days before the close of each Fiscal Year the Management Consultant shall submit to the District a suggested budget as prepared by them for the ensuing year's operation of the System and shall submit recommendations as to the schedule of rates and charges for water supplied by the System. A copy of said suggested budget and recommendations shall also be furnished by said Management Consultant directly to the original purchaser of the Bonds. Such recommendations as to rates and charges shall be followed by the District insofar as practicable, and all other recommendations shall be given careful consideration by the District and shall be substantially followed except for good and reasonable cause. The aforesaid suggested budget shall be adopted by the Governing Authority if deemed reasonable by it, and no expenditures for the operation, maintenance and repair of the System in excess of the amounts stated in said budget shall be made in any year except upon the certificate of said Management Consultant that such expenditures are necessary and essential to the continued operation of the System. In addition to their other duties, said Management Consultant shall prepare and make available to the District and to the original purchaser of the Bonds an annual report summarizing and commenting on the previous year's operation of the System, the condition of the System and recommendations for maintenance, operation and repair of the System.

Should the Governing Authority fail to select and retain a Management Consultant as herein provided or should fail to do so within thirty (30) days after written notice from any Owner calling attention to such failure, then upon the petition of the Owners of twenty-five percent (25%) of the Outstanding Bonds, the Issuer shall select and retain such Management Consultant as is named in the petition of such Owners.

SECTION 18. Reserved.

SECTION 19. Issuance of Additional Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Net Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The District shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues having priority over or parity with the Bonds; provided, however, that Additional Parity Bonds may hereafter be issued under the following conditions:

1. The Bonds or any part hereof, including interest thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and if the refunding bonds require principal and interest payments during any Bond Year in excess of the principal and interest which would have been required to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 below).

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

- (a) The average Net Revenues for the two (2) completed Fiscal Years immediately preceding the issuance of the additional bonds must have been not less than 1.30 times the highest combined principal and interest requirements for any Fiscal Year period on all Bonds then outstanding, including any Additional Parity Bonds theretofore issued and then outstanding (but excluding bonds which have been refunded or provisions otherwise made for their full and complete payment and redemption), and the bonds so proposed to be issued;
- (b) There must be no delinquencies in payments required to be made into the various funds established by Section 9 of this Bond Resolution;
- (c) The existence of the facts required by paragraphs (a) and (b) above must be determined by the General Manager, the Management Consultants (as defined below), or the independent certified public accountants who have been employed to audit the books of the District or by such successors thereof who may have been employed for that purpose; and
- (d) The additional bonds must be payable as to principal on January 1 of each year in which principal falls due and payable as to interest on January 1 and July 1st of each year.

SECTION 20. Fidelity Bonds. So long as any of the Bonds are outstanding and unpaid, the District, 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 a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 21. Reserved.

SECTION 22. Recital of Regularity. This Governing Authority having investigated the regularity of the proceeding had in connection with the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital, to wit:

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

SECTION 23. Mutilated, Destroyed, Stolen or Lost Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent, or the District and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (b) there is delivered to the District and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the District or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the District shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the District may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the District, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other outstanding Bonds. The procedures set forth in the Agreement authorized in this Bond Resolution shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 24. Bond Resolution a Contract. The provisions of this Bond Resolution shall constitute a contract between the District and the Owner or Owners from time to time of the Bonds, and any Owner of any of the Bonds may either at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Governing Authority as a result of issuing the Bonds, and may similarly enforce the provisions of this Bond Resolution.

SECTION 25. Application of Proceeds. The Executive Officers are hereby empowered, authorized, and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Resolution, to cause the necessary Bonds to be printed, to issue, execute and seal the Bonds and to effect delivery thereof as hereinafter provided. All the proceeds derived from the sale of the Bonds shall be applied for the purposes authorized herein pursuant to written instructions executed by the Executive Officers.

SECTION 26. Insurance. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall carry full coverage of insurance on the System at all times against those risks and in those amounts normally carried by privately owned public utility companies engaged in the operation of such utilities. Said policies of insurance shall be issued by a responsible insurance company or companies duly licensed to do business under the laws of the State of Louisiana; provided, however, that the District may elect to self-insure if permitted by the laws of the State of Louisiana. In case of loss, any insurance money received by the District shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed.

SECTION 27. Effect of Registration. The District, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the District, the Paying Agent, nor any agent of either of them shall be affected by notice of the contrary.

SECTION 28. Preliminary Official Statement. The District hereby approves the preparation of a Preliminary Official Statement, pertaining to the Bonds, and hereby approves its use by the Underwriter in connection with the sale of the Bonds.

SECTION 29. Notices to Owners. Wherever this Bond Resolution provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, or via accepted means of electronic communication, at the address of such Owner as it appears in the Bond Register. In any case where notice to owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, or any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Bond Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waiver of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 30. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the District, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be

promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the District.

SECTION 31. Severability. In case any one or more of the provisions of this Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Resolution or of the Bonds, but this Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Resolution which validates or makes legal any provision of this Bond Resolution and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 32. Discharge of Bond Resolution; Defeasance. If the District shall pay or cause to be paid, or there shall be paid to the Owners the principal of and interest on the Bonds, at the times and in the manner stipulated in this Bond Resolution, then the pledge of the Net Revenues or any other money, securities, and funds pledged under this Bond Resolution and all covenants, agreements, and other obligations of the District to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Bond Resolution to the District.

Bonds or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the District of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 33. Successor Paying Agent; Paying Agent Agreement. The District will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Bond Resolution is hereby confirmed and approved. The District reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of an ordinance or resolution giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the District in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 34. Arbitrage. The District covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on

the Bonds under the Code. The District further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the District to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds."

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

SECTION 35. Executive Officers. The Executive Officers are hereby empowered, authorized, and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

SECTION 36. Sale of Bonds. The Bonds are hereby authorized to be sold to the Underwriter, and the Executive Officers, or any of them, are hereby authorized to execute a Bond Purchase Agreement, provided that the sale of the Bonds is within the parameters set in this Bond Resolution. After their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriter or their agents or assigns, upon receipt by the District of the agreed purchase price.

SECTION 37. Post-Issuance Compliance. The Executive Officers and/or their designees are directed to establish, amend, or modify written procedures to assist the District in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

SECTION 38. Continuing Disclosure. The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate pursuant to S.E.C. Rule 15c2-12(b)(5).

SECTION 39. Publication of Bond Resolution. A copy of this Bond Resolution shall be published immediately after its adoption in one issue of the official journal of the District.

SECTION 40. Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 41. Effective Date. This Bond Resolution shall become effective immediately.

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

YEAS: Mr. Sidney Triche, President; Mr. Eric Roundtree, Vice President; Mr. Robert Pontif, Jr., Secretary Treasurer; Commissioners: Mr. Dirk Barrios, Mr. Evan Plaisance, Mr. Morris Guidry, Mr. Barry Uzee, Mr. Nolan Cressionie, and Mr. Bobby Grabert.

NAYS: 0

ABSTAIN: 0

ABSENT: Commissioners; Mr. Jordan Collins and Mr. Manuel Delatte.

On motion by Mr. Dirk Barrios, seconded by Mr. Bobby Grabert, the Board unanimously approved the request for 50/50 cost share from the Greater Lafourche Port Commission for installation of approximately 700 feet of eight (8) inch water line, valves and fire hydrants along side extension of Minor Cheramie Road.

On motion by Mr. Nolan Cressionie, seconded by Mr. Barry Uzee, the Board unanimously approved adopting a resolution authorizing the General Manager to sign a Cooperative Endeavor Agreement with the Greater Lafourche Port Commission for 50/50 Cost share for installation of approximately 700 feet of eight (8) inch water line, valves and fire hydrants along side extension of Minor Cheramie Road.

RESOLUTION

BE IT RESOLVED, by the Board of Waterworks Commissioners of Water District No. 1, Parish of Lafourche, State of Louisiana, governing authority of said District that; authority is hereby granted to Mr. Wayne Gautreaux, General Manager to execute any and all documents necessary for the Cooperative Endeavor Agreement with the Greater Lafourche Port Commission for the 50/50 cost share for 8" Water Line along side extension of Minor Cheramie Road.

BY THIS RESOLUTION, Mr. Wayne Gautreaux, General Manager, is authorized to execute all necessary documents.

WHEREON, the motion was put to a vote, the vote thereon was as follows:

YEAS: Mr. Sidney Triche, President; Mr. Eric Roundtree, Vice President; Mr. Robert Pontif, Jr., Secretary Treasurer; Commissioners: Mr. Dirk Barrios, Mr. Evan Plaisance, Mr. Morris Guidry, Mr. Barry Uzee, Mr. Nolan Cressionie, and Mr. Bobby Grabert.

NAYS: 0

ABSENT AND NOT VOTING: Commissioners; Mr. Jordan Collins and Mr. Manuel Delatte.

On motion by Mr. Dirk Barrios, seconded by Mr. Evan Plaisance, the meeting adjourned at 6:10 p.m.

Sidney Triche, President

Robert Pontif, Jr., Secretary Treasurer



Lafourche Parish Water District No. 1

JOB PROGRESS REPORT

Thursday, December 19, 2024

Martinez Lane, et al Waterline Replacement

Mainline installation is complete. Pressure test, sampling, service transfers, and abandonment of existing line should be complete within the next month.

N. Barrios Street Waterline Replacement

Contracts have been executed and recorded. A Notice to Proceed will be issued for January 2nd, 2025.

South Plant Sludge Pit Cleaning

Outer Limits completed mulching of the willow trees on all of the pits, and will mobilize a long reach excavator to the site at the beginning of the year to excavate waste material from the pits.

North Plant Sludge Pit Cleaning

Outer Limits will mobilize to the North Plant once work at the South Plant is complete.

Waterline Installation Along Hwy 24

We will receive bids for this project on January 7th, 2025.

Waterline Replacement Along Romy Drive

We will receive bids for this project on January 14th, 2025.

STP - Ground Storage Tank #1

Contractor is complete as of this week.

Interior Cleaning of Water Storage Tanks - North System 2025

Received a quote from CSI Services on December 9, 2024. We request the Board to approve the quote of \$21,750.00

A handwritten signature in blue ink, appearing to read "Tory Hebert", is written over a horizontal line.

Tory Hebert, P.E.
Technical Assistant



ENGINEERING LLC

Coastal Design & Infrastructure

16878 West Main Street

Cut Off, LA 70345

P: (985) 632-5596 | F: (985) 632-4916

www.gisyeng.com

LAFOURCHE PARISH WATER DISTRICT NO. 1

JOB PROGRESS REPORT DECEMBER 19, 2024


We are pleased to present the following report on the projects we are working on for the Lafourche Parish Water District No. 1:

18" Water Line - Galliano to Cut Off:

The Contractor is NCMC, LLC, with an original contract amount of \$5,357,000.00. The current contract amount (through Change Order No. 3) is \$6,210,176.24. The project was declared to be Substantially Complete on November 8, 2024. GIS has prepared a balancing change order that will bring the construction cost to \$5,719,244.16. That final paperwork is being processed. Contractor is addressing final punch list items.

Thank you for this opportunity to serve you. If you have any questions, please do not hesitate to call.

Sincerely,


John J. Plaisance, II, P.E., L.S.
GIS Engineering, LLC

**BADEAUX
ENGINEERS**
INCORPORATED
CONSULTING STRUCTURAL
AND CIVIL ENGINEERS
115 EAST SIXTH STREET 70301
POST OFFICE BOX 1056 70302
985-447-2317 THIBODAUX, LA

TO: LAFOURCHE PARISH WATER DISTRICT NO. 1
BOARD OF COMMISSIONERS

SUBJECT: PROJECT STATUS REPORT

Date of Report: December 19, 2024

Date of Board Meeting: December 16, 2024

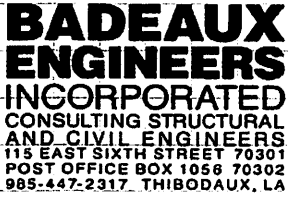
NEW ADMINISTRATION BUILDING

Bids for the project were received on December 12th. We have reviewed the low bid submitted by Lamar Contractors, L.L.C. and find it to be in order. We recommend acceptance of the low bid of \$4,729,000.

BADEAUX ENGINEERS INCORPORATED



Michael H Badeaux, P.E.



December 16, 2024

Mr. Wayne Gautreaux, General Manager
Lafourche Parish Water District No. 1
P.O. Box 399
1219 Crescent Ave.
Lockport, LA 70374

RE: New Administrative Office Building for Lafourche Parish Water District #1
LA Hwy. 308
Raceland, LA

Dear Wayne,

As you know, bids were received Thursday, December 12th at your office and publicly read aloud. We received bids from nine (9) bidders below, and the results below are listed in order of apparent lowest bid (Base Bid). No Alternates were included in the bid documents.

Bidder Name	Base Bid
Lamar Contractors, LLC	\$4,729,000.00
Thompson Construction Co., LLC	\$4,818,000.00
B.E.T. Construction, Inc.	\$4,907,330.00
VPG Construction	\$4,995,000.00
TBT Contracting Inc. of Louisiana	\$5,028,000.00
Del-Con, LLC	\$5,044,500.00
Foret Contracting Group, LLC	\$5,199,000.00
Taylor Enterprises of Louisiana, LLC	\$5,265,000.00
Grand Isle Shipyard, LLC	\$6,295,625.00

Prior to opening/receiving bids, the budget for the project was announced as \$5,500,000.00. Based on bids received, the apparent low bidder for the above referenced project is Lamar Contractors, LLC, with a total bid of \$4,729,000.00. As standard procedure, we took all bids under advisement and our team subsequently spoke with Steve Louque at Lamar Contractors, LLC, to confirm his bid. After review of his documentation and conversation with him, we determined his bid to be in order.

At this time, and pending receipt of the required post-bid documentation and review by LPWD #1 legal counsel, if necessary, we recommend that the project be awarded to Lamar Contractors, LLC, for an Initial Contract Sum of \$4,729,000.00.

Also note that the initial Basic Services fees for this project, in accordance with the Owner-Architect Agreement, shall be established as 6.47%, or \$306,180.00 using linear interpolation of the fee range on Page 4 of the Agreement.

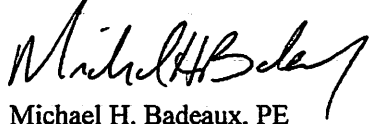
Additionally, it is recommended that a nominal amount of at least 5% of the Contract Sum (\$236,450.00) be appropriated in your budget for potential change orders during construction.

Upon approval of this recommendation, we will prepare the contract for construction, schedule the pre-construction conference, and issue the Notice to Proceed.

If you have any questions, or need additional information, please feel free to call.

Sincerely,

BADEAUX ENGINEERS INCORPORATED



Michael H. Badeaux, PE

MHB/lap

Encl: Copy of Bid Tabulation Sheet
Copy of all bids received

Copy: File



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Houma, LA 70363

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412 South Van Ave.
Houma, LA 70363

tbsmith.com

Project Status Report

To: Lafourche Parish Water District No. 1
From: T. Baker Smith, LLC
Date: December 19, 2024
RE: Project Update

T. Baker Smith is pleased to present you with the following project status report:

Kraemer Waterline Improvements – Phase 2- FP&C 2021 Capital Outlay Project No. 50-ND5-20-01 – Waterline Replacement Along Hwy 307

The total contract amount is \$1,130,806.40. The NTP was issued on October 28th. As of today, 53 of the 150 contract days have expired (35%). The substantial completion date is March 26th.

Southern Underground began installation work on November 18. Contractor is behind schedule. Approximately 1800 LF of waterline is installed. Contractor reports they should still finish within schedule and may request additional work hours at a later date.

We would like to thank you for the opportunity to continue to provide professional services on your project. If you have any questions, please do not hesitate to contact us.

T. BAKER SMITH, LLC

A handwritten signature in black ink, appearing to read "Jack E. Plaisance". The signature is fluid and cursive, written over a horizontal line.

Jack E. Plaisance
Sr. Project Manager

2021.0351



& ASSOCIATES, INCORPORATED
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LAFOURCHE PARISH WATER DISTRICT NO. 1

PROGRESS REPORT

December 19, 2024

North Plant 2.0 MG Ground Storage Tank

DSA has received the survey information and the geotechnical report for the North Plant. Preliminary plans are complete. A site visit with the electrical engineer and staff was conducted on December 13th. The project should be ready to advertise in January 2025.

Sincerely,

DOMINGUE, SZABO & ASSOCIATES, INC.

Chris Richard, P.E.