

PUBLIC HEARING OF THE TANGIPAHOA PARISH COUNCIL ON MONDAY, AUGUST 22, 2016 AT 5:30 P.M. AT THE TANGIPAHOA PARISH COURTHOUSE ANNEX, 206 EAST MULBERRY STREET, AMITE, LOUISIANA –

T.P. Ordinance No. 16-40- An Ordinance to Declare one (1) 2007 Dodge Durango, one (1) 1999 Chevrolet pickup truck, and one (1) 1999 Chevrolet 6-yard dump truck surplus and authorize their donation

T.P. Ordinance No. 16-37- An ordinance placing 25 M.P. H. speed limit signs on W. Givens Road in District No. 1 in Tangipahoa Parish in accordance with Chapter 20, streets, roads, sidewalks, and drainage-article I, in general-section 20-16

T.P. Ordinance No. 16-38- An ordinance placing 15 M.P. H. speed limit signs and slow watch for children signs on Dunson Place in District No. 9 in Tangipahoa Parish in accordance with Chapter 20, streets, roads, sidewalks, and drainage-article I, in general- section 20-16

No one from the public wished to speak on the above matters.

T.P. Ordinance No. 16-39- An ordinance authorizing the incurrence of debt and issuance of not exceeding two million, six hundred fifty thousand dollars (\$2,650,000) revenue refunding bonds, series 2016 of the Parish of Tangipahoa, State of Louisiana, prescribing the form, terms and conditions of said bonds; designating the date, denomination and place of payment of said bonds; providing for the payment therefore in principal and interest; and providing for other matters related thereto

Mr. Grant Kennedy asked for further information regarding to the above revenue refunding bond. It was explained to him the it was in regards to refinancing an existing bond for the landfill, but was for the Parish to seek a lower rate only and did not mean that the Parish has to pursue anything if a low enough rate is not found.

PURSUANT TO LA. R.S. 42:19.1

NOTICE OF CONSIDERATION OF ACTION REGARDING AD VALOREM TAX

NOTICE IS HEREBY GIVEN that the Parish of Tangipahoa, State of Louisiana will meet on Monday, September 26, 2016 at 5:30 p.m., at the Tangipahoa Parish Courthouse Annex, 206 East Mulberry Street, Amite, Louisiana, at which time there will be consideration of action regarding calling an election for the levy and collection of an ad valorem tax dedicated to improving, maintaining, operating and supporting the Tangipahoa Parish Public Library and its branches.

No one from the public wished to speak on the above notice.

MINUTES OF THE TANGIPAHOA PARISH COUNCIL  
AUGUST 22, 2016

The Tangipahoa Parish Council met on the 22<sup>nd</sup> day of August, 2016 in Regular Session and was called to order by Mr. Bobby Cortez, Chairman, immediately following the public hearing held at 5:30 P.M.

The Invocation was given by Mr. Jeff McKneely and the Pledge of Allegiance by Mr. Harry Lavine

The following members were present: Trent Forrest, James Bailey, Carlo Bruno, Buddy Ridgel, Joey Mayeaux, David Vial, Harry Lavine, and Bobby Cortez.

Absent: Louis Joseph, Lionell Wells

Item No. 5 - Cell Phones - Please Mute or Turn Off.

Item No. 6 - Adoption of Minutes - A motion was made by Mr. Vial and seconded by Mr. Forrest to adopt the minutes of the regular meeting dated August 8, 2016 and requesting that they be dispensed and published in the Official Journal.

Roll-call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Item No. 7 - Public Input - Anyone Wishing to Address Agenda Items which were not on Public Hearing -  
None

Item No. 8- Parish President's Report

- a) Adoption of T.P. Ordinance No. 16-40- An Ordinance to Declare one (1) 2007 Dodge Durango, one (1) 1999 Chevrolet pickup truck, and one (1) 1999 Chevrolet 6-yard dump truck surplus and authorize their donation- A motion was made by Mr. Vial and seconded by Mr. Bailey to adopt T.P. Ordinance No. 16-40. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

T.P. Ordinance No. 16-40

"AN ORDINANCE TO DECLARE ONE (1) 2007 DODGE DURANGO, ONE (1) 1999 CHEVROLET PICKUP TRUCK, AND ONE (1) 1999 CHEVROLET 6-YARD DUMP TRUCK SURPLUS AND AUTHORIZE DONATION"

WHEREAS, the Tangipahoa Parish Council-President Government has one (1) 2007 Dodge Durango VIN # 1D8HD38P87F549898, one (1) 1999 Chevrolet Pickup Truck VIN #1GCFC29T7XZ185518, and one (1) 1999 Chevrolet 6 Yard Dump Truck VIN # 1GBP7H1C3XJ101284 that are no longer needed for public purposes by the Tangipahoa Parish Council-President Government; and

WHEREAS, the District Attorney's Office, Hammond Recreation District, and Town of Amite City have requested these vehicles; and

THEREFORE, BE IT ORDAINED, by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that this one (1) Dodge Durango VIN # 1D8HD38P87F549898, one (1) 1999 Chevrolet Pickup Truck VIN # #1GCFC29T7XZ185518, and one (1) 1999 Chevrolet 6-yard dump truck VIN # 1GBP7H1C3XJ101284 be declared surplus and that the Tangipahoa Parish President be authorized to sign all documents requisite in the donations.

BE IT FURTHER ORDAINED, by the Tangipahoa Parish Council that this ordinance shall take effect immediately upon the signature of the Tangipahoa Parish President.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

S/Kristen Pecararo, Clerk  
Tangipahoa Parish Council

S/Bobby Cortez, Chairman  
Tangipahoa Parish Council

S/Robby Miller, President  
Tangipahoa Parish

b) Approval of Bids-

1) Tires- The tire bids were presented as follows:

	AMITE TIRE FIRESTON E	AMITE TIRE IMPORTS	TONY'S TIRE FIRESTON E	TONY'S TIRE IMPORTS	COMMERC IAL TIRE FIRESTON E	COMMERC IAL BRIDESTO NE	COMMERC IAL IMPORTS
11R22.5 14 PLY LUG	314.26	264.95	314.26	264.95	315.36		221.00
11R22.5 14 PLY HWY	292.17	260.00	292.17	260.00	278.42		193.00
11R22.5 16 PLY HWY	310.12	264.95	310.12	264.95	289.92		210.61
11R22.5 16 PLY LUG	354.38	275.95	354.38	275.95	344.38		228.61
11R24.5 14 PLY HWY	318.06	278.00	318.06	278.00	311.86		222.00
11R24.5 14 PLY GRIP	337.04	288.00	337.04	288.00	357.55		236.61
11R24.5 TUBE							36.00
385/65R22.5 14 PLY (18PLY)	455.16	375.00	455.16	375.00	461.55		280.67
1000 X 16 TIRE	172.30	152.00	172.30	152.00	222.00		115.00
1000 X 16 TUBE		19.95		19.95			18.00
18.4X34 TIRE 8 PLY	712.79	519.00	712.79	519.00	778.95		511.00
18.4X34 TIRE 12 PLY							600.00
18.4X34 TUBE		68.00		68.00			58.00
315/80.22.5 18 PLY	468.68	359.00	468.68	359.00	475.22		305.00
1400X24 GRADER L-2 12	498.33	365.00	498.33	365.00	509.20		340.00
1400X24 TUBE		55.00		55.00			40.00
1400X24 GRADER L-2 16 PLY	517.86	375.00	517.86	375.00	529.13		370.00
16.9X30 TRACTOR R- 1 6 PLY	567.58	440.00	567.58	440.00	606.58		415.00
16.9X30 TUBE		65.00		65.00			49.00
18.4X24 TUBE		55.00		55.00			44.00
19.5L 24 10 PLY TIRE		435.00		435.00			398.00
19.5LR24 TUBE		55.00		55.00	130.00		45.00
11LX16 6 PLY	136.10		136.10				99.00
11L-15-16 TUBE		19.95		19.95			17.00
1100X16 TIRE	213.60	188.00	213.60	188.00	230.00		160.00
1100X16 TUBE		21.50		21.50			17.00
17.5X25 TIRE (12 PLY)	560.70	489.00	560.70	489.00	550.00		471.00
LT750X16 TIRE		113.00		113.00			69.00
750R16 TUBE		14.95		14.95			13.00
750X18 8 PLY TIRE		123.00		123.00	150.00		90.00
750X18 TUBE		19.95		19.95			16.00
LT22570R19.5 TIRE	223.07	165.00	223.07	165.00	208.00		135.00
225/70R19.5					208.00		135.00
LT22575R16	111.53		111.53		110.00		97.00
15.5/25 12 ply Tire	587.16	398.00	587.16	398.00	581.14		425.00

15.5/25 Tube		69.00		69.00			57.00
P21560R16 TIRE	80.43		80.43		69.43		52.00
215/75 RX 17.5 TIRE	194.61	152.00	194.61	152.00	197.86		125.00
215N/AR75-15 TIRE					83.71		57.00
LT23585R16 TIRE	114.80		114.80		113.80		100.00
LT23585R16 TUBE		14.95		14.95			13.00
P23570R16 TIRE	103.34		103.34		102.34		75.00
P23570T17 TIRE	101.92		101.92		100.00		78.00
P23575T17 TIRE	110.74		110.74		105.92		137.00
P23575R15 TIRE	100.91		100.91		82.61		65.00
P25570R16 TIRE	114.11		114.11		113.00		83.00
LT24570R17 TIRE	120.24		120.24		116.32		97.00
LT24575R16 TIRE	110.11		110.11		109.11		98.00
P20575R14 TIRE					84.81		59.66
P26570R17 TIRE	112.82		112.82		107.31		93.00
LT26575R16 TIRE	126.24		126.24		125.24		96.00
950X16.5 TIRE	116.02		116.02		115.02		95.00
23.5 R 25 1E3/L3		2195.00				2852.00	1900.00
26.5 R25 1*E3/L3		2795.00				3806.00	2538.00
29.5R251KE/L3		3395.00				4200.00	3445.00
16.9/18.4r30 Tube		65.00		65.00			53.00
P22570R15	87.98		87.98		86.98		60.00
18.4x24 8 ply tire					734.01		539.00
16.5x16.1 10 ply tire		279.00		279.00			240.00
16.5 LX16.1 TUBE		39.50		39.50			34.00
P20575R15					58.09		55.00
16.9/18.4R34 TUBE		68.00		68.00			57.00

BID OPENING AUGUST 22, 2016 TIRE BIDS															
MA KE	MO DEL	TIRE SIZE FRO NT	TIR E SIZ E BA CK	A MI TE FR O NT TI RE	AMI TE FIRE STO NE REA R	AM ITE IM PO RT FR ON T	AM ITE IM PO RT RE AR	TON Y'S FIRE STO NE FRO NT	TON Y'S FIRE STO NE REA R	TO NY 'S IM PO RT FR ON T	TO NY 'S IM PO RT RE AR	COM MERC IAL FIRES TONE FRON T	COM M REAR	CO M M IM PO RT FR ON T	CO M M IM PO RT RE AR
CA T	40 ton artic ulate d truck	29.5R 25				339 5.0 0						BRID GEST ONE 4200.0 0	BRID GEST ONE 4200.0 0	344 5.0 0	344 5.0 0
Joh n Dee re	310 D Back hoe	11L- 16SL	19.5 SL- 24	13 6.1 0	551.4 8		435 .00	136.1 0	551.4 8		435 .00	130.00		99. 00	398 .00
Ku bot a	M90 00	12-4- 24	18.4 -30	35 6.5 9	728.8 7	223 .00	509 .00	356.5 9	728.8 7	223 .00	509 .00	415.76	800.00	210 .00	455 .00
Ku bot a	L301 0 Tract or	27.8- 50-15	355- 8022 0			109 .00				109 .00				135 .00	728 .74
Bro ce	Swee per	P235 75R1 5	P23 575 R15	10 0.9 1				100.9 1				82.61	82.61	65. 00	65. 00
For d	F350	LT24 5/75 R17		12 1.1 2				121.1 2				120.12	120.12	115 .00	115 .00
Fin n	Hydr osee der	12- 16.5 NHS				142 .00				142 .00		188.00	188.00	145 .00	145 .00

Fuel Truck		11R2 2.5		292.17		260.00		292.17		260.00		278.42	278.42	193.00	193.00
Chevrolet	Silverado	P265 70R17		112.82				112.82				107.31	107.31	93.00	93.00
Ford	16yd Dump Truck	11R2 2.5 HWY		292.17		260.00		292.17		260.00		278.42	278.42	193.00	193.00
Intl.	Roll off Truck	11R2 2.5 HWY		292.17		125.00		292.17		260.00		278.42	278.42	193.00	193.00
Kubota	RTV 900	20X1 0.50-12 NHS				489.00								124.00	124.00
John Deere	Motor Grader	17.5-25		560.70				560.70		589.00		550.00	550.00	471.00	471.00
Ford	F-150 4x4	P265 70R17		126.80				126.80				107.31	107.31	93.00	93.00
Ford	Ranger	2057 5R14										84.81	84.81	45.00	45.00
Cat	750 Dump Truck	7506 5R25		4863.30								BRIDGEST ONE 5200.00	BRIDGEST ONE REAR 5200.00	370.00	370.00
Dodge	2500 4x4	2657 0R17		137.39				137.39				107.31	107.31	105.00	105.00
Dodge	3500	LT23 585R16		114.80				114.80				113.80	113.80	102.00	102.00
Dodge Ram	Hill Truck	LT22 5/75 R16		111.53				111.53				110.53	110.53	94.00	94.00
Cat	930 H Front end Ldr	20.5-25				1189.00						1200.00	1200.00	950.00	950.00
Kubota	M1085	13.6-24-F	18.4-34	605.67	678.85	289.00	519.00	605.67	678.85	289.00	519.00	680.00	778.85	298.00	535.00
Dodge	Durango	P245 70R17		103.35				103.35				102.35	102.35	86.10	86.10
Volvo	Water Truck	11.R2 2.5		292.17		260.00		292.17		260.00		278.42	278.42	193.00	193.00

A motion was made by Mr. Forrest and seconded by Mr. Vial to approve the low bids as presented. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

c) Approval to Seek Bids-

1) Club Deluxe Drainage and Widening- A motion was made by Mr. Vial and seconded by Mr. Mayeaux giving approval to seek bids for the Club Deluxe Drainage and Widening project. Roll call

vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

2) Silty Clay- A motion was made by Mr. Bailey and seconded by Mr. Vial giving approval to seek bids for silty clay. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

d) Approval of Change Order No. 2- Hazard Mitigation Grant Program- Hammond Fire Station No. 2 & No. 5- A motion was made by Mr. Vial and seconded by Mr. Bailey to approve Change Order No. 2 for the Hazard Mitigation Grant project for Hammond Fire Station No. 2 and No. 5. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

e) Flood Update- Mr. Miller gave a brief update

f) Financial Report- Mr. McKneely presented

A motion was made by Mr. Vial and seconded by Mr. Bailey to add to the agenda by unanimous vote approval of intergovernmental agreements for debris removal with municipalities. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Approval of intergovernmental agreements for debris removal with municipalities. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Item No. 9- Adoption of T.P. Ordinance No. 16-37- An ordinance placing 25 M.P. H. speed limit signs on W.

Givens Road in District No. 1 in Tangipahoa Parish in accordance with Chapter 20, streets, roads, sidewalks, and drainage-article I, in general- section 20-16- A motion was made by Mr. Forrest and seconded by Mr. Vial to adopt T.P. Ordinance No. 16-37. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

T.P. Ordinance No. 16-37

AN ORDINANCE PLACING 25 M.P.H. SPEED LIMIT SIGNS W. GIVENS ROAD IN DISTRICT NO. 1 IN TANGIPAHOA PARISH IN ACCORDANCE WITH CHAPTER 20, STREETS, ROADS, SIDEWALKS AND DRAINAGE - ARTICLE I, IN GENERAL - SECTION 20-16

BE IT ORDAINED by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, as follows:

1) 25 M.P.H. Speed Limit Signs on W. Givens Road in District No. 1

in Accordance With Chapter 20, Streets, Roads, Sidewalks And Drainage - Article I, in General - Section 20-16.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

S/Kristen Pecararo, Clerk

Tangipahoa Parish Council

S/Bobby Cortez, Chairman

Tangipahoa Parish Council

S/Robby Miller, President

Tangipahoa Parish

Item No. 10- Adoption of T.P. Ordinance No. 16-38- An ordinance placing 15 M.P. H. speed limit signs and slow watch for children signs on Dunson Place in District No. 9 in Tangipahoa Parish in accordance with Chapter 20, streets, roads, sidewalks, and drainage-article I, in general- section 20-16- A motion was made

by Mr. Lavine and seconded by Mr. Vial to adopt T.P. Ordinance No. 16-38. Roll call vote was as follows:  
Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)  
Nays: None  
Abstain: None  
Absent: 2 (Joseph, Wells)  
Not Voting: None

T.P. Ordinance No. 16-38

AN ORDINANCE PLACING 15 M.P.H. SPEED LIMIT SIGNS AND SLOW WATCH FOR CHILDREN SIGNS ON DUNSON PLACE IN DISTRICT NO. 9 IN TANGIPAHOA PARISH IN ACCORDANCE WITH CHAPTER 20, STREETS, ROADS, SIDEWALKS AND DRAINAGE - ARTICLE I, IN GENERAL - SECTION 20-16

BE IT ORDAINED by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, as follows:

- 1) 15 M.P.H. Speed Limit Signs on Dunson Place in District No. 9
- 2) Slow Watch for Children Signs on Dunson Place in District No. 9 in Accordance With Chapter 20, Streets, Roads, Sidewalks And Drainage - Article I, in General - Section 20-16.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

S/Kristen Pecararo, Clerk  
Tangipahoa Parish Council

S/Bobby Cortez, Chairman  
Tangipahoa Parish Council

S/Robby Miller, President  
Tangipahoa Parish

Item No. 11- Adoption of T.P. Ordinance No. 16-39- An ordinance authorizing the incurrence of debt and issuance of not exceeding two million, six hundred fifty thousand dollars (\$2,650,000) revenue refunding bonds, series 2016 of the Parish of Tangipahoa, State of Louisiana, prescribing the form, terms and conditions of said bonds; designating the date, denomination and place of payment of said bonds; providing for the payment therefore in principal and interest; and providing for other matters related thereto- A motion was made by Mr. Lavine and seconded by Mr. Vial to adopt T.P. Ordinance No. 16-39. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)  
Nays: None  
Abstain: None  
Absent: 2 (Joseph, Wells)  
Not Voting: None

T.P. ORDINANCE No. 16-39

AN ORDINANCE AUTHORIZING THE INCURRENCE OF DEBT AND ISSUANCE OF NOT EXCEEDING TWO MILLION, SIX HUNDRED FIFTY THOUSAND DOLLARS (\$2,650,000) REVENUE REFUNDING BONDS, SERIES 2016 OF THE PARISH OF TANGIPAHOA, STATE OF LOUISIANA, PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SAID BONDS; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID BONDS; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, on or about April 23, 2013 the Parish of Tangipahoa, State of Louisiana (the "Parish" or "Issuer") did issue its Two Million Four Hundred Thousand Dollars (\$2,400,000) Revenue Bonds, Series 2013 (the "Prior Bonds"); and

WHEREAS, in order to realize economic savings, it is the desire of the Issuer to advance refund certain maturities of the Prior Bonds (the "Refunded Maturities"), to be specified in a Bond Purchase Agreement by and between the Parish and the Underwriter (as defined herein); and

WHEREAS, in concert with the issuance of the Prior Bonds, the Issuer did enter into a Local Services Agreement (the "Original LSA") with Garbage District No. 1 of the Parish of Tangipahoa, State of Louisiana (the "District") pursuant to the provisions of Sections 1321 through 1337, inclusive, of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Local Service Law"); and

WHEREAS, the Issuer, pursuant to Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other statutory and constitutional authority (the "Act"), desires to proceed with financing in an amount not to exceed Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) Revenue Refunding Bonds (the "Bonds") for the purposes of (i) advance refunding the Refunded Maturities; (ii) funding a debt service reserve, if required; and (iii) paying the costs of issuance of the Bonds, (together, the "Project"); and

WHEREAS, the Issuer desires to amend and restate the Original LSA, pursuant to the Local Services Law; and

WHEREAS, the Bonds will be on parity with the maturities of the Prior Bonds not included in the Refunded Maturities; and

WHEREAS, the District does levy and collect a certain ten (10) mill *ad valorem* tax (the "Tax") renewed by the voters of the District for a period of ten (10) years on or about December 10, 2012 after there having been submitted at the election the following proposition, to-wit:

PROPOSITION

SUMMARY: RENEWAL OF A TEN (10) MILL AD VALOREM TAX FOR A PERIOD OF

TEN (10) YEARS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING, MAINTAINING OR OPERATING THE GARBAGE COLLECTION AND DISPOSAL SYSTEMS AND SERVICES OF THE DISTRICT.

Shall Rural Garbage District No. 1 of the Parish of Tangipahoa, State of Louisiana (the "District") renew the levy of a ten (10) mill tax on all property subject to taxation in the District (an estimated \$2,300,000 reasonably expected at this time to be collected from the levy of the tax for an entire year) ("the Tax"), for a period of ten (10) years, beginning with the year 2013 and ending with the year 2022 for the purpose of acquiring, constructing, improving, maintaining or operating the garbage collection and disposal systems and services of the District as works of public improvement?; and

WHEREAS, the Issuer desires to pledge the income, revenues and receipts generated by the District, including the Tax, after payment of the reasonable expenses of operating the landfill operated by the District within the Parish (the "Net Garbage Revenues") to secure the Bonds; and

WHEREAS, the Issuer desires to pledge revenues or unrestricted revenues from its General Fund (the "General Fund Revenues") to secure the Bonds; and

WHEREAS, this Parish Council has found and determined that it is necessary and desirable to approve the sale of the Bonds to Crews & Associates, Inc., Little Rock, Arkansas (the "Underwriter") and authorize the Chairman of the Governing Authority and/or the Parish President to execute a purchase agreement with the Underwriter (the "Bond Purchase Agreement") within the parameters set forth herein; and

WHEREAS, this Parish Council further desires to proceed with the issuance, sale and delivery of the Bonds to the Underwriter and to take such action as may be necessary to accomplish such issuance, sale and delivery of the Bonds.

NOW THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Issuer (the "Governing Authority") that:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. Unless the context shall clearly indicate some other meaning the following terms, for the purposes of the Ordinance, or any resolution, ordinance or other instrument amendatory hereof or supplemental hereto, and for all purposes of any certificate, opinion, instrument or any document therein or herein mentioned, shall have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and vice versa:

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

"Additional Parity Bonds" means any *pari passu* indebtedness hereafter issued on a parity with the Bonds with respect to the Pledged Revenues in accordance with Article X hereto.

"Auditor" means that certain financial professional employed by the Parish to produce its comprehensive annual financial report.

"Authorized Representative" means, collectively, the Chairman of the Parish Council, Clerk of the Council, Parish President or any other authorized representative of the Parish legally appointed as such as the case may be from time to time.

"Bond" or "Bonds" means not exceeding Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) original principal amount of Parish of Tangipahoa, State of Louisiana, Revenue Refunding Bonds, Series 2016, authorized to be issued by the Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Bonds previously issued.

"Bond Counsel" means an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized, initially The Boles Law Firm, APC.

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

"Bond Proceeds" means the proceeds realized from the sale of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the Issuer and the Underwriter.

"Bond Register" means the records kept by the Paying Agent at its principal corporate trust office in which registration of the Bonds and transfer of the Bonds shall be made as provided herein.

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

"Closing Date" means the date on which all documents related to the issuance of the Bonds are signed by all parties and on which payment is tendered by the Underwriter in exchange for the Bonds.

"Closing Order" means that certain memorandum provided to the Paying Agent on the Closing Date, which details the disbursement of Bond Proceeds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including, but not limited to, printing costs, cost of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, fees and disbursements of consultants and professionals, including financial advisors, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of the Bonds.

"Debt Service" means, for any period, as of any date of calculation and with respect to any outstanding Bonds, an amount equal to the sum of (i) interest accruing during such period on the Bonds (ii) that portion of each principal installment for such Bonds, which would accrue during such period on the Bonds.

"Defeasance Obligations" means

(a) cash, or

- (b) Government Securities, or
- (c) Evidences of ownership of proportionate interests in future interest and principal payments of Government Securities. Investments in such proportionate interests must be limited to circumstances wherein (i) a bank or trust company acts as custodian and holds the underlying Government Securities; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Government Securities; and (iii) the underlying Government Securities are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Delivery Date" means the date on which the Auditor delivers the comprehensive annual financial report to the Issuer.

"District" means the Garbage District No. 1 of the Parish of Tangipahoa, State of Louisiana.

"DTC" means, Depository Trust Corporation, New York, New York as securities depository of the Bonds.

"Escrow Agent" means Whitney Bank, Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Ordinance.

"Escrow Agreement" means the Defeasance and Escrow Deposit Agreement between the Issuer and the Escrow Agent, as the same may be amended from time to time.

"Executive Officers" means the Chairman and Clerk of the Parish Council.

"Fiscal Year" means the one-year accounting period beginning January 1 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"General Fund" means the primary operating fund of the Issuer.

"Governing Authority" means the Parish Council, acting as the governing authority of the Issuer.

"Government Securities" means direct obligations, of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and which 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 the dates on which interest is payable on the Bonds, as set forth in the Bond Purchase Agreement.

"Issuance Date" means the date on which the Bonds are issued.

"Maximum Annual Debt Service" means, as of the date of calculation, the highest aggregate annual Debt Service due on the Bonds during the then current or any succeeding Fiscal Year over the remaining term of the Bonds.

"Municipal Advisor" means Government Consultants, Inc. of Baton Rouge, Louisiana.

"Net Garbage Revenues" means the income, revenues and receipts of the District, including the Tax Revenues after payment of the reasonable costs of operating the Parish landfill.

"Ordinance" means this Ordinance adopted by the Issuer authorizing the issuance of the Bonds.

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

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the owners of such Bonds, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Ordinance or waived;
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Ordinance;
- (d) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Ordinance or by law; and
- (e) Bonds for the payment of the principal of (or redemption price, if any) and interest on which money or Government Securities or both are held in trust with the effect specified in the Ordinance.

"Outstanding Parity Bonds" means those maturities of the Prior Bonds not refunded by the Bonds, as specified in the Bond Purchase Agreement.

"Parish" means the Parish of Tangipahoa, State of Louisiana.

"Parish Council" means the Parish Council of the Parish of Tangipahoa, State of Louisiana.

"Parish President" means the Parish President of the Parish of Tangipahoa, State of Louisiana.

"Participant" means any broker-dealer, bank and other financial institution from time to time for which DTC holds Bonds as securities depository.

"Paying Agent" means Whitney Bank, Baton Rouge, Louisiana, unless a successor paying agent shall have been appointed pursuant to the applicable provisions of the Ordinance, and thereafter "Paying Agent" means such successor paying agent.

"Paying Agent Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to the Ordinance.

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

"Pledged Revenues" means collectively, the Net Garbage Revenues and the Unrestricted Revenues.

"Principal Payment Date" has the meaning as set forth in the Bond Purchase Agreement.

"Prior Bonds" means the Issuer's \$2,400,000 Revenue Bonds, Series 2013.

"Project" means the acquisition, construction, extension and improvement of the Parish landfill, including the financing of the cost of placing a cap on the portion of the landfill no longer accepting waste.

"Qualified Investments" means the following, provided that the same are at the time legal for investment of the Issuer's funds:

- (a) Government Securities, including obligations of any of the Federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America, and CATS, TIGRS and/or

STRIPS;

(b) direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; senior debt obligations of the Federal Home Loan Banks; debentures of the Federal Housing Administration; guaranteed mortgage-backed bonds and guaranteed pass-through obligations of the Government National Mortgage Corporation; guaranteed Title XI financings of the U.S. Maritime Administration; mortgage-backed securities and senior debt obligations of the Federal National Mortgage Association; and participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation (collectively, "Agency Obligations");

(c) certificates of deposit, savings accounts, deposit accounts or money market deposits of any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State which has a combined capital surplus and undivided profit of not less than three million dollars (\$3,000,000) (including the Paying Agent) which are fully insured by the Federal Deposit Insurance Corporation or fully collateralized in the manner provided by Louisiana law;

(d) general obligation bonds or other direct obligations of any state or a political subdivision or public corporation of any state, the interest on which is exempt from federal income taxes, provided that such bonds are rated at the time the investment is made by Moody's Investors Service and Standard & Poor's Corporation in one of the two highest rating categories; an

(e) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating of S&P of AAAm-G; AAAm; or AAm.

"Record Date" for the interest payable on any Interest Payment Date or the principal payable on any Principal Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date or Principal Payment Date, as applicable.

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

"Refunded Bonds" means those maturities of the Prior Bonds specified in the Bond Purchase Agreement as being refunded by the Bonds.

"Reserve Fund Requirement" means the lesser of (i) 10% of the par amount of the Bonds, (ii) 125% of the average annual debt service on the Bonds, or (iii) 100% of Maximum Annual Debt Service with respect to the Bonds.

"State" means the State of Louisiana.

"Supplemental Ordinance" means any Ordinance adopted by the Governing Authority supplementing, modifying or revising the provisions of the Ordinance.

"Tax" means the ten (10) mill ad valorem tax currently being levied and collected by the District, as renewed by the voters on December 8, 2012.

"Tax Revenues" means the revenues received by the District from the levy and collection of the Tax, after paying the reasonable and necessary expenses of collecting and administering the Tax.

"Underwriter" means D.A. Davidson & Co.

"Unrestricted Revenues" means any General Fund or any other income, revenues and receipts of the Issuer derived from any source whatsoever so long as such income, revenue and receipts are not legally dedicated for purposes incompatible with the Project.

"Utility Systems" means the Issuer's combined Waterworks System, Sewer System and Natural Gas System.

"Verification Agent" means The Arbitrage Group.

SECTION 1.2. Interpretation. In the Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in the Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE

#### SECTION 2.1. Authorization of Bonds.

(a) The Ordinance creates a series of bonds of the Issuer to be designated "Revenue Refunding Bonds, Series 2016" of the Parish of Tangipahoa, State of Louisiana (the "Bonds") and provides for the full and final payment of the principal or redemption price of and interest on all the Bonds.

(b) The Bonds issued under the Ordinance shall be issued for the purposes of (i) advance refunding the Refunded Bonds; (ii) funding a debt service reserve fund, if required; and (iii) paying the costs of issuance of the Bonds, (together, the "Refunding"). In compliance with and under the authority of the Act, and other constitutional and statutory authority; and pursuant to the Ordinance, there is hereby authorized the incurring of an indebtedness of not exceeding Two Million, Six Hundred Fifty Thousand Dollars (\$2,650,000), for, on behalf of and the name of the Issuer, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of the Bonds.

SECTION 2.2. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time the provisions of the Ordinance shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in the Ordinance.

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from the Pledged Revenues. The Pledged Revenues, until such Bonds shall have

been fully paid and discharged, are hereby irrevocably and irrevocably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in the Ordinance, shall be set aside in a separate fund, as hereinafter provided, and shall be and remain pledged for the security and payment of the Bonds, Outstanding Parity Bonds, and any future Additional Parity Bonds

SECTION 2.4. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit "A" hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and the Ordinance, as deemed necessary by the Executive Officers upon advice of Bond Counsel.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple thereof within a single maturity, and shall be numbered R- 1 upwards.

The Bonds shall be dated as of the Closing Date, shall as set forth in the Bond Purchase Agreement and shall bear interest payable as set forth in the Bond Purchase Agreement, at a rate or rates per annum set forth in the Bond Purchase Agreement (said rates not to exceed Five per centum (5.00%) per annum) and shall mature no later than April 1, 2043.

The principal and premium, if any, 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 principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds calculated on the basis of a three hundred sixty (360) day year with twelve (12) thirty (30) day months is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner thereof (determined as of the 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, 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, provided, however, that if and to the extent that the Issuer shall default in the payment of the interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date.

The person in whose name any Bonds is registered at 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 Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

### ARTICLE III

#### GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Bond Register. The Issuer shall cause the Bond Register, utilized for the registration and for the registration of transfer of the Bonds as provided in the Ordinance, to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds, all in accordance with the Paying Agent Agreement. At reasonable times and under reasonable regulations established by the Paying Agent said Bond Register may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds.

Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee(s) one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Bondholder, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at such office. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive.

All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

No service charge to the Bondholders shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th-calendar day of the month next preceding an Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under the Ordinance as the Bonds surrendered.

Prior to due presentment for registration of transfer of any Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Issuer may in its discretion authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i)

furnishing the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) complying with such other reasonable regulations and conditions as the Issuer may prescribe, and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be, about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bond issued pursuant to this Section shall constitute an optional, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause:

“This bond is issued to replace a lost, canceled or destroyed bond under the authority of R.S. 39:971 through 39:974.”

Such duplicate Bond may be signed by the facsimile signatures of the same Authorized Representative who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3. Preparation of Definitive Bonds. Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 3.4. Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity together with all Bonds purchased by the Issuer, shall thereupon be promptly canceled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Clerk of the Issuer an appropriate certificate of cancellation.

SECTION 3.5. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of the Authorized Representative, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signature their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6. Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under the Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in Exhibit “A” hereto shall have been duly executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under the Ordinance.

SECTION 3.7. Regularity of Proceeding. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to wit:

“It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State.”

SECTION 3.8. Book Entry System. The Paying Agent and the Issuer, may from time to time enter into, and discontinue, an agreement with a “clearing agency” (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (a “Securities Depository”), which is the owner of the Bonds, to establish procedures with respect to the Bonds, not inconsistent with the provisions of the Ordinance; provided, however, that any such agreement may provide:

- (a) that such Securities Depository is not required to present a Bond to the Paying Agent in order to receive a partial payment of principal;
- (b) that a legend shall appear on each Bond so long as the Bonds are subject to such agreement; and
- (c) that different provisions for notice to such Securities Depository may be set forth therein.

So long as any such agreement with a Securities Depository is in effect, the term “Bond Holder”, “Registered Owner” or “Owner” as it appears in the Ordinance, shall be deemed to include the Beneficial Owner, which is the actual owner of a Bond on the records of the Securities Depository.

So long as an agreement with a Securities Depository is in effect, the Issuer, the Paying Agent and any successor paying agent or bond registrar shall not have any responsibility or liability with respect to the payment of principal, purchase price, premium, if any, or interest on the Bonds to the Beneficial Owners or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or any payments made to such Beneficial Owners.

ARTICLE IV

## CREATION OF FUNDS / APPLICATION OF BOND PROCEEDS

SECTION 4.1. Creation of Funds or Accounts. Prior to the Issuance Date, the Paying Agent shall create and administer the following Funds or Accounts as directed herein:

- (a) The Series 2016 Bond Proceeds Fund (the "Proceeds Fund");
- The Series 2016 Debt Service Fund (the "Debt Service Fund"); and
- (b) The Series 2016 Debt Service Reserve Fund (the "Reserve Fund").

Additional accounts may be created pursuant to the Paying Agent Agreement, if deemed necessary by the Municipal Advisor.

Prior to the Closing Date, the Escrow Agent shall create the Series 2016 Escrow Fund (the "Escrow Fund").

All such deposits shall be made in accordance with the Closing Order, and should the Closing Order conflict with the instructions contained in this Article IV, the Closing Order shall control, and any instructions therein conflicting with this Article IV shall be deemed included herein as if such instructions were set forth herein in their entirety.

SECTION 4.2 Application of Proceeds. On the Issuance Date, the purchase price of the Bonds will be paid by the Underwriter to the Issuer. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to deposit all Bond Proceeds in the Proceeds Fund and then disburse the Bond Proceeds as provided in Section 4.3 below;

SECTION 4.3. Proceeds Fund. The Proceeds Fund will be used to receive all Bond Proceeds in the manner set forth in the Closing Order. The Bond Proceeds in the Proceeds Fund shall be used to defease or refund the Refunded Bonds, as directed in, the Paying Agent Agreement, and shall further be allocated to the respective accounts as stated herein. Any Bond Proceeds remaining in the Proceeds Fund 180 days after the Closing Date shall be transferred to the Debt Service Fund. The Paying Agent shall retain in the Proceeds Fund such Bond Proceeds in the amount required to pay the Costs of Issuance in accordance with the Closing Order.

SECTION 4.4. Escrow Fund. (a) There may be paid into the Escrow Fund the amount required to be so paid from Bond Proceeds on the Closing Date, as set forth in the Closing Order, and the Escrow Fund shall be maintained with the Paying Agent and used to pay and defease the principal and interest on the Refunded Bonds until and including their final payment date.

Whitney Bank, Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance by executing and delivering the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

(b) Verification. Prior to or concurrently with the delivery of the Bonds, the Issuer shall obtain an independent mathematical verification from the Verification Agent that the moneys and obligations required to be irrevocably deposited in trust in the Escrow Fund with the Escrow Agent, together with the earnings to accrue thereon, will always be sufficient for the payment of the principal of and interest on the Refunded Bonds.

SECTION 4.5. Reserve Fund. The Reserve Fund shall be held by the Paying Agent and used to receive funds in an amount, or a debt service reserve fund surety policy, which meets the Reserve Fund Requirement. The deposits in the Reserve Fund shall be held in trust as security for the payment of principal and interest on the Bonds. The Paying Agent shall value the Reserve Fund annually on or before \_\_\_\_\_. Any funds on deposit in excess of the Reserve Fund Requirement shall be transferred to the Debt Service Fund and applied as a credit toward the next required deposit.

## ARTICLE V

### MAINTENANCE OF FUNDS AND ACCOUNTS

SECTION 5.1. Security for Bonds Funds. All of the Pledged Revenues shall continue to be deposited daily, or in the manner the Issuer deposits said revenues in its ordinary course of business, with the regularly designated fiscal agent bank of the Issuer (the "Fiscal Agent"). The Owners are hereby granted a lien on all funds established pursuant to the requirements of the Ordinance, until applied in the manner herein provided.

SECTION 5.2. Funds and Accounts. In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and in order to identify the monies that are subject to the terms and conditions of the Ordinance and to the lien of the Bondholders, and for the other objects and purposes hereinafter provided, the Issuer further covenants to apply the Pledged Revenues as follows:

- (a) Five (5) days prior to each Interest Payment Date, the Issuer shall deposit into the Debt Service Fund, such amounts required to make principal and interest payments due on such Interest Payment Date. The Paying Agent shall use the moneys on deposit in the Debt Service Fund to make principal and interest payments to the bondholders, as set forth in the Bond Purchase Agreement. It shall be specifically understood and agreed, however, that after Pledged Revenues have actually been set aside out of the revenues of any Fiscal Year sufficient to pay the principal and interest on the Bonds for that Fiscal Year, and all required amounts have been deposited in the aforesaid Debt Service Fund established for the Bonds, then any excess Pledged Revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any other lawful corporate purpose.
- (b) Following any drawing on the Reserve Fund, on the twentieth (20th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, an amount equal to one-twelfth (1/12) of the amount necessary to cause the amount of funds on deposit in the Reserve Fund to equal the Reserve Requirement within twelve (12) months from the day such draw was made;
- (c) On the twentieth (20th) day of each month, or if such day is not a Business Day, the next succeeding Business Day, into any of the foregoing funds other than the Reserve Fund an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other payment required to be made to such fund by the Ordinance; and

All accounts and/or funds shall be established pursuant to the Paying Agent Agreement. In the event the Paying Agent Agreement conflicts with any Article or Section herein, the Paying Agent Agreement shall control. Anything in this Ordinance, with respect to funds or accounts, conflicting with the Paying Agent Agreement shall be void. Anything in the Paying Agent Agreement not included in this Ordinance shall be deemed included as if such instructions were set forth herein in their entirety.

SECTION 5.3. Investment of Funds. All or any part of the moneys in the Debt Service Fund, the Bond Proceeds Fund, the Reserve Fund and Debt Service Fund shall, at the written request of the Issuer, be invested in Qualified Investments in which event all income derived from such Qualified Investments shall be retained within the fund in which they were earned.

SECTION 5.4. Funds to Constitute Trust Fund. The Debt Service Fund, and the Reserve Fund provided for in Section 5.2 hereof shall all be and constitute trust funds for the purposes provided in the Ordinance, and Bonds issued pursuant to the Ordinance be and they are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such funds shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State. The Authorized Representative are hereby authorized and directed to execute any instrument necessary to effect this section.

SECTION 5.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 5.2, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts held with the Paying Agent, valuation shall occur annually, by the Paying Agent.

## ARTICLE VI

### REDEMPTION OF BONDS

SECTION 6.1. Optional Redemption. The Bonds shall be subject to optional and mandatory redemption as shall be set forth in the Bond Purchase Agreement. Any Bond made the subject of such call or calls shall be redeemed at 100% of the principal amount thereof plus accrued interest to the redemption date. A redemption of the Bonds shall be a redemption of the whole or of any part of the Bonds, provided that there shall be no partial redemption of less than \$5,000.

If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book-entry system is discontinued, it will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine.

In the event the Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent and there shall be delivered to the Owner of such Bond, a Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond surrendered.

If there shall be called for redemption less than all of a Bond, the Issuer shall execute and deliver and the Paying Agent shall authenticate, upon surrender of such Bond, without charge to the owner thereof, a replacement Bond in the principal amount of the unredeemed balance of the Bond so surrendered.

#### SECTION 6.2. Notice of Redemption.

(a) In the event any of the Bonds are called for redemption, the Paying Agent shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. CUSIP number identification shall accompany all redemption notices. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, or via accepted means of electronic communication at least thirty (30) days prior to the date fixed for redemption to each Owner of the Bonds to be redeemed at its address shown on the Bond Register kept by the Paying Agent; provided, however, that failure to give such notice to any Bondholder or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other Bonds.

(b) Any Bonds and portions of Bonds which have been duly selected for redemption and which are paid as set forth herein shall cease to bear interest on the specified redemption date.

In the case of any redemption in part of the Bonds, the Bonds to be redeemed will be selected by the Issuer, subject to the requirements of the Ordinance.

SECTION 6.3. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 6.2 hereof, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds or portions thereof shall be paid at the redemption price plus interest accrued and unpaid to the redemption date.

SECTION 6.4. Purchase of Bonds. The Paying Agent shall endeavor to apply any moneys furnished by the Issuer for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice of redemption has been given) to the purchase of appropriate outstanding Bonds. In accordance with Section 3.4, any Bonds so purchased shall be canceled. The price paid by the Paying Agent (excluding accrued interest, but including any brokerage or other charges) for any Bond purchased pursuant to this Section shall not exceed the principal amount thereof. The Paying Agent shall also pay (from moneys furnished by the Issuer) accrued interest on any such Bond. Subject to the above limitations, the Paying Agent, at the direction of the Issuer, shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) with monies made available by the Issuer for

such purpose, provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a particular maturity in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, and, provided further, that the Issuer may, in its discretion, direct the Paying Agent to advertise for tenders for the purchase of Bonds not less than sixty (60) days prior to any date fixed for redemption of Bonds.

#### ARTICLE VII

##### PARTICULAR COVENANTS

SECTION 7.1. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or redemption price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 7.2. Tax Covenants. To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including without limitation, the failure to comply with the limitation on investment of the proceeds of the Bonds, the payment of any required rebate of arbitrage earnings to the United States of America, or the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

SECTION 7.3. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the Issuer shall require all of its officials and employees who may be in a position of authority or in possession of money derived from the collection of the Pledged Revenues, respectively, 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 issuer from loss.

#### ARTICLE VIII

##### SUPPLEMENTAL ORDINANCES

SECTION 8.1. Supplemental Ordinances Effective Without Consent of Bondholders. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof; but without any consent of the Owners, shall be fully effective in accordance with its terms:

- (a) to add to the covenants and agreements of the Issuer in the Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Ordinance as theretofore in effect;
- (b) to add to the limitations and restrictions in the Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Ordinance as theretofore in effect;
- (c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Ordinance; and
- (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Ordinance, or to insert such provisions clarifying matters or questions arising under the Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Ordinance as theretofore in effect.

SECTION 8.2. Supplemental Ordinances Effective With Consent of Owners. Except as provided in Section 8.1, any modification or amendment of the Ordinance or of the rights and obligations of the Issuer and of the Owners hereunder, in any particular, may be made by a supplemental Ordinance, with the written consent of the Owners, of a majority of the outstanding principal amount of the Bonds at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy rates and charges for the payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

#### ARTICLE IX

##### PARITY BONDS

SECTION 9.1. Issuance of Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Pledged Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues having priority over or parity with the Bonds, or the Outstanding Parity Bonds, except that bonds may hereafter be issued on a parity with such bonds ("Additional Parity Bonds") under the following conditions:

- (a) The Bonds herein authorized or any part thereof, including the 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 the refunding bonds require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the bonds refunded thereby, then such bonds may not be refunded without the consent of the Owner of the unrefunded portion of the bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause (b) and

(c) of this Section).

(b) Additional Parity Bonds secured by Net Garbage Revenues may be issued if the Net Garbage Revenues for the Fiscal Year immediately preceding the issuance of the Additional Parity Bonds must have been not less than 1.25 times the Maximum Annual Debt Service in any succeeding Fiscal Year on the Bonds which are payable from Net Garbage Revenues (but not including certificate which have been refunded or provisions otherwise made for their full and complete payment and redemption) and the Additional Parity Bonds so proposed be issued. Additional Parity Bonds secured by Unrestricted Revenues may be issued if the average Unrestricted Revenues for the last two (2) Fiscal Years immediately preceding the issuance of Additional Parity Bonds must have been not less than 1.50 times the Maximum Annual Debt Service in any succeeding Fiscal Year on the Bonds which are payable from Unrestricted Revenues (but not including certificate which have been refunded or provisions otherwise made for their full and complete payment and redemption) and the Additional Parity Bonds so proposed to be issued. For purposes of calculating Maximum Annual Debt Service, it shall not include any debt service on the bonds, notes or other obligations that are secured by or payable from a dedicated revenue stream which would not otherwise be a component part of Unrestricted Revenues and which dedicated revenue stream for each of the two (2) Fiscal Years immediately preceding the issuance of the proposed debt must (i) have been not less than 1.25 times the Maximum Annual Debt Service on the bonds, notes or other obligations that are secured by or payable from the dedicated revenue stream and (ii) secure the bonds, notes or other obligations payable from such dedicated revenue stream until paid in full. (Junior and subordinate bonds may be issued without restriction.)

(c) The existence of the facts required by paragraph (b) above must be determined and certified by the Chief Financial Officer of the Issuer.

#### ARTICLE X

##### EVENTS OF DEFAULT

SECTION 10.1. Events of Default. If one or more of the following events (in the Ordinance called "Events of Default") shall happen, that is to say:

- (a) if default shall be made in the due and punctual payment of the principal or redemption price of any Bond when and as the same shall become due and payable, whether at maturity or upon call for redemption, or otherwise; or
- (b) if default shall be made in the due and punctual payment of any payment of interest any Bond when and as such interest installment shall become due and payable; or
- (c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Ordinance, any supplemental ordinance or in the Bonds contained, provided however, that if it is determined by the Auditor on the Delivery Date that a deficiency in Pledged Revenues exist under Section 9.1 (ii), the Issuer shall have 60 days from notice of such deficiency by the Auditor to remedy such deficiency by implementing the adjusted rate. In the event rates are adjusted and billing at the new rate is commenced, there shall be no event of default hereunder; or
- (d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy laws or similar law;

Then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made in the Ordinance or in any provision of law.

#### ARTICLE XI

##### CONCERNING FIDUCIARIES

SECTION 11.1. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The designation of Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Ordinance by executing and delivering a Paying Agent Agreement in form and substance satisfactory to the Issuer.

SECTION 11.2. Successor Paying Agent. Any successor Paying Agent shall be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority and have a reported capital and surplus of not less than Fifty Million dollars (\$50,000,000).

SECTION 11.3. Removal of Paying Agent. The Issuer may remove the Paying Agent by giving notice of such removal to said Paying Agent in writing and shall appoint a successor Paying Agent which meets the qualifications of Section 12.2 above.

#### ARTICLE XII

##### MISCELLANEOUS

SECTION 12.1. Defeasance.

(a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and redemption price, if any, to become due thereon, at the times and in the manner stipulated therein and in the Ordinance, then the covenants, agreements and other obligations of the Issuer to the Bondholders shall be discharged and satisfied. In such event the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment or redemption of which Defeasance Obligations shall have been set aside and shall be held in trust by the Paying Agent or an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph

(a) of this Section. Any Bond shall, prior to maturity or the redemption date thereof; be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case such Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article VI of the Ordinance, (ii) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable redemption price thereof together with all accrued interest and (iii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal or applicable redemption price and all accrued interest shall have been verified by an independent certified public accountant. Neither Defeasance Obligations deposited with the Paying Agent pursuant to this Section 13.1 nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Paying Agent shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof as the case may be.

**SECTION 12.2. Evidence of Signatures of Bondholders and Ownership of Bonds.**

(a) Any requests, consents, revocation of consent or other instrument which the Ordinance may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

1. the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;
2. the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith. **SECTION 12.3. Moneys Held for Particular Bonds.** The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

**SECTION 12.4. Parties Interested Herein.** Nothing in the Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners of the Bonds any right, remedy or claim under or by reason of the Ordinance or any covenant, condition or stipulation thereof and all the covenants, stipulations, promises and agreements in the Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners of the Bonds.

**SECTION 12.5. No Recourse on the Bonds.** No recourse shall be had for the payment of the principal or interest on the Bonds or for any claim based thereon or on the Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

**SECTION 12.6. Successors and Assigns.** Whenever in the Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in the Ordinance contained by or on behalf of the Issuer shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**SECTION 12.7. Subrogation.** In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the Owner or Owners of the Bonds.

**SECTION 12.8. Severability.** In case any one or more of the provisions of the Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Ordinance or of the Bonds) but the Ordinance 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 the Ordinance which validates or makes legal any provision of the Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Ordinance and to the Bonds.

**SECTION 12.9. Execution of Documents.** In connection with the issuance and sale of the Bonds, the Authorized Representative are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel to effect the transactions contemplated by the Ordinance, the signatures of the Authorized Representative on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 12.10. Publication. A certified copy of the Ordinance shall be published as soon as possible in the official journal of the Issuer.

SECTION 12.11. Effect. This Ordinance shall control with respect to the issuance of the Bonds, and any provisions of any prior ordinance or resolution in conflict with this Ordinance shall be unenforceable and shall be of no legal effect.

SECTION 12.12. Bonds are "Qualified Tax-Exempt Obligations." The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bonds are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2016 does not exceed \$10,000,000.

SECTION 12.13. Official Statement. The preparation and distribution of a Preliminary Official Statement and Official Statement with respect to the Bonds is hereby ratified and approved.

SECTION 12.14. Sale of Bonds; Bond Purchase Agreement. The Bonds are hereby sold to the Underwriter at the price and according to the terms and conditions as shall be set forth in the Bond Purchase Agreement. The Executive Officers are expressly delegated the authority to establish the final terms and conditions of the Bonds and execute a Bond Purchase Agreement with the Underwriter.

SECTION 12.15. Municipal Bond Insurance. If determined to be in the best interest of the Issuer, the Governing Authority hereby approves the purchase of a Bond Insurance Policy with respect to the payments due of principal and interest on any series of the Bonds (the "Bond Insurance Policy"). If a Bond Insurance Policy is issued, it will be on file and available for inspection at the principal office of the Paying Agent. The summary form of policy relating to the Bond Insurance Policy is hereby authorized to appear on Bonds. Under the terms of any Bond Insurance Policy, the bond insurer (to be determined) (the "Bond Insurer"), will pay regularly scheduled payments of principal and interest on the Bonds which are due but unpaid by reason of nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy).

SECTION 12.16. Debt Service Reserve Surety Policy. If determined to be in the best interest of the Issuer, and in lieu of funding the Reserve Fund, the Governing Authority hereby approves the purchase of a debt service reserve surety policy (the "Surety Policy") with the provider thereof (to be determined) (the "Surety Provider"). The Surety Policy will, if purchased, provide the debt service reserve with respect to the Bonds, to be utilized in the event the monies in the Debt Service Fund are not sufficient to pay Debt Service on the Bonds.

SECTION 12.17. Bond Insurer and Surety Provider Agreements Approved. Any agreements between the Issuer and the Bond Insurer with respect to any Bond Insurance Policy and the Surety Provider with respect to any Surety Policy, if determined to be advisable, are hereby approved, the same to be executed by the Authorized Representative upon advice of Bond Counsel.

SECTION 12.18. Bond Insurance Policy and Surety Policy Provisions. (a) It is agreed that in the event a Bond Insurance Policy is issued, the provisions related to any insured Bonds customarily required by the Bond Insurer to be included in the bond ordinance shall be deemed included in this Ordinance as if such provisions were set forth in their entirety herein.

(b) It is agreed that in the event a Surety Policy is issued, the provisions related to the Bonds customarily required by the Surety Provider to be included in the bond ordinance shall be deemed included in this Ordinance as if such provisions were set forth in their entirety herein.

(c) It is further agreed that if either the Bond Insurer and/or Surety Provider so requires, the Issuer shall amend this Ordinance for the sole purpose of specifically including such provisions of the Bond Insurance Policy and/or Surety Policy.

### ARTICLE XIII

#### CONTINUING DISCLOSURE

SECTION 13.1. Continuing Disclosure Covenant of the Issuer. The Issuer is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix "F" of the Official Statement (or such other Appendix thereto, as the case may be) issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5). The Issuer covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Bondholder and/or Underwriter may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 14.1 hereof.

S/Kristen Pecararo, Clerk  
Tangipahoa Parish Council

S/Bobby Cortez, Chairman  
Tangipahoa Parish Council

S/Robby Miller, President  
Tangipahoa Parish

Item No. 12- Introduction of T.P. Ordinance No. 16-43- An ordinance placing 15 M.P. H. speed limit signs on Kinkade Drive in District No. 10 in Tangipahoa Parish in accordance with Chapter 20, streets, roads, sidewalks, and drainage-article I, in general- section 20-16- A motion was made by Mr. Ridgel seconded by Mr. Lavine to introduce T.P. Ordinance No. 16-43 and set public hearing for Monday, September 12, 2016 at 5:30PM for the purpose of receiving public input on the adoption thereof. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Item No. 13- Introduction of T.P. Ordinance No. 16-41- An ordinance amending T.P. Ordinance No. 15-43- 2016 Budget of the Tangipahoa Parish Council- President Government- A motion was made by Mr. Lavine and seconded by Mr. Forrest to introduce T.P. Ordinance No. 16-41 and set public hearing for Monday, September 12, 2016 at 5:30PM for the purpose of receiving public input on the adoption thereof. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Item No. 14- Introduction of T.P. Ordinance No. 16-42- An ordinance amending the boundaries of Hospital Service District No. 2 of the Parish of Tangipahoa, State of Louisiana and providing for other matters therewith- A motion was made by Mr. Forrest and seconded by Mr. Bailey to introduce T.P. Ordinance No. 16-42 and set public hearing for Monday, September 12, 2016 at 5:30PM for the purpose of receiving public input on the adoption thereof. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Item No. 15- Adoption of T.P. Resolution No. R16-23- Resolution of support for application for DEQ revolving loan fund program- A motion was made by Mr. Bruno and seconded by Mr. Mayeaux to adopt T.P. Resolution No. R16-23. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

T.P. RESOLUTION No. R16-23

RESOLUTION AMENDING RESOLUTION R13-20 CERTIFYING THAT THE “URGENT NEED” NATIONAL POLICY OBJECTIVE IS BEING MET AND THAT THE TANGIPAHOA PARISH GOVERNMENT WILL AUGMENT COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY FUNDING IN CONNECTION WITH THE “CLUB DELUXE ROAD OVERLAY & WIDENING PROJECT” APPLICATION UNDER THE HURRICANES GUSTAV/IKE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PARISH-IMPLEMENTED DISASTER RECOVERY PROGRAM.

WHEREAS, this amendment is necessary to increase the amount of funds committed by the Tangipahoa Parish Government to the “Club Deluxe Road Overlay and Widening” project and

WHEREAS, the Tangipahoa Parish Council by Resolution R13-20, authorized the submittal of an application to the Louisiana Office of Community Development-Disaster Recovery Unit to secure \$4,900,010.00 in funding under the Hurricanes Gustav/Ike CDBG Parish-Implemented Disaster Recovery Program to complete the “Club Deluxe Road Overlay & Widening” project; and

WHEREAS, the Tangipahoa Parish Government submitted the application on May 15, 2013 in compliance with CDBG program regulations; and

WHEREAS, such regulations require the Tangipahoa Parish Government to certify that the activity for which CDBG-Disaster Recovery funds are being requested is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community; which are of recent origin or which recently became urgent, and the Tangipahoa Parish Government is unable to finance the activity on its own, and that no other funds are available; and

WHEREAS, the Tangipahoa Parish Government has augmented CDBG-Disaster Recovery funds through the State of Louisiana Hazardous Mitigation Grant Program (HMGP) in the amount of \$2,467,609.00, to be applied to the construction phase of the project; and,

WHEREAS, the Tangipahoa Parish Government has augmented CDBG-Disaster Recovery funds through funds committed by the City of Hammond, in the amount of \$250,000.00, to be applied to the construction phase of the project; and

WHEREAS, due to increased property acquisition costs and construction estimates the Tangipahoa Parish Government is now augmenting CDBG-Disaster Recovery funds through the commitment of \$2,250,000.00 to be derived from the Parish “Roads and Bridges” budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TANGIPAHOA PARISH GOVERNMENT:

SECTION 1: That the Tangipahoa Parish Government hereby certifies that the activity for which CDBG-Disaster Recovery funds are being requested is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community; are of recent origin or which recently became urgent and that the Tangipahoa Parish Government is unable to finance the activity on its own and there are no other funds available; and

SECTION 2: That the Tangipahoa Parish Government hereby certifies that CDBG-Disaster Recovery funding is being augmented in the amount of \$4,967,609.00, said funds to be applied to construction cost phase of the project.

S/Kristen Pecararo, Clerk  
Tangipahoa Parish Council

S/Bobby Cortez, Chairman  
Tangipahoa Parish Council

S/Robby Miller, President  
Tangipahoa Parish

Item No. 16- Beer, Wine, and Liquor Permits- A motion was made by Mr. Bruno and seconded by Mr. Bailey to add to the agenda by unanimous vote the matter of approval of Class B and Class A/B BWL permit approval for EZ Expressway, LLC DBA Black Cat Grocery ViJay Khurana, 51555 Highway 51, Tickfaw, LA 70466. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

A motion was made by Mr. Bruno and seconded by Mr. Vial to approve the Class B and Class A/B BWL permit as recommended by the TPSO for EZ Expressway, LLC DBA Black Cat Grocery ViJay Khurana, 51555 Highway 51, Tickfaw, LA 70466. Roll call vote was as follows:

Yeas: 8 (Forrest, Bailey, Bruno, Ridgel, Mayeaux, Vial, Lavine, Cortez)

Nays: None

Abstain: None

Absent: 2 (Joseph, Wells)

Not Voting: None

Item No. 17- Legal Matters- None

Item No. 18- Councilmen's Privileges- None

Item No. 19- Adjourn

With no further business appearing, on motion by Mr. Bruno and seconded by Mr. Vial, the Tangipahoa Parish Council adjourned.

ATTEST:

S/Kristen Pecararo

Clerk

Tangipahoa Parish Council

S/Bobby Cortez

Chairman

Tangipahoa Parish Council