

AMENDMENT NO. 1 TO ORDINANCE NO. 89 OF 2022

ORDINANCE NO. 89 OF 2022

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM OF, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF TO THE PROJECT (AS DEFINED HEREIN); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

AMENDMENT PROPOSED BY:

Manushka Gracia-Desgage, Assistant City Attorney

INSTRUCTIONS:

Delete the original proposed Ordinance No. 89 of 2022 and substitute the attached Amendment No. 1 to Ordinance No. 89 of 2022.

EXPLANATION OF THE AMENDMENT:

This amendment articulates the dollar amount of the pricing of the bonds as well as other typographical revisions.

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<p><u>TITLE</u></p> <p>AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM OF, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF TO THE PROJECT (AS DEFINED HEREIN); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.</p>	<p><u>DATE</u></p> <p>June 8, 2022</p>	<p><u>ORIGINATING DEPARTMENT</u></p> <p>City Attorney’s Office</p> <p><u>COUNCIL DISTRICT</u></p> <p>City-wide</p> <p><u>SPONSOR</u></p>
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PURPOSE
 To provide for the issuance of General Obligation Bonds, in one or more series (the "**Bonds**"), for the purposes of (i) constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, and (ii) paying the costs of issuance of the Bonds (collectively, the "**Project**").

BACKGROUND INFORMATION
 The City held a special election on December 11, 2021 (the "**Election**") which was approved by the voters and authorized the issuance of the Bonds.

<p><u>TIMETABLE</u></p> <p>Introduction: June 14, 2022 Final Passage: June 28, 2022</p>	<p><u>ATTACHMENTS</u></p> <p>n/a</p>
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SPECIAL PROCEDURAL REQUIREMENTS

<p><u>FINANCES</u></p> <p>N/A</p>	<p><u>SOURCE OF FUNDS</u></p> <p>The Bonds will be secured by and payable solely from unlimited ad valorem taxes on all of the taxable property within the boundaries of the City (the "Tax") pursuant to the Election and the approval by the voters.</p>
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ALTERNATIVES

(1) Adopt the Ordinance as submitted; (2) Amend the Ordinance, then adopt; or (3) Reject the Ordinance.

RECOMMENDATION

The City Attorney's Office recommends adoption of the resolution.

FACT SHEET PREPARED BY: Boles Shafto, LLC
Washington & Wells, LLC

ORDINANCE NO. 89 OF 2022

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM OF, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF TO THE PROJECT (AS DEFINED HEREIN); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

BY:

WHEREAS, the City of Shreveport, State of Louisiana (the "**City**" or "**Issuer**"), pursuant to Article VI, Section 33 of the Louisiana Constitution of 1974 (the "**Constitution**"), Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 39:551 and 39:561, et seq) (collectively, the "**Act**"), and other constitutional and statutory authority, and in compliance with a special election held by the Issuer on December 11, 2021 (the "**Election**"), is authorized to issue bonds payable from unlimited ad valorem taxes on all of the taxable property within the boundaries of the City (the "**Tax**"); and

WHEREAS, in accordance with the Act and the Election, this City Council, acting as the governing authority (the "**Governing Authority**") of the Issuer, intends to proceed with the issuance of Forty-One Million Seven Hundred Fifty Thousand Dollars (\$41,750,000) aggregate principal amount of General Obligation Bonds, Series 2022A (the "**Bonds**") for the purposes of: (i) constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, and (ii) paying the costs of issuance of the Bonds, including the premium for bond insurance (collectively, the "**Project**"); and

WHEREAS, in accordance with Article VI, Section 33(B) of the Constitution, the Bonds are general obligations of the Issuer, the full faith and credit of the Issuer has been pledged for their payment, and the governing authority of the Issuer is bound under the terms and provisions of the Constitution and laws of the State of Louisiana (the "**State**") to impose and collect annually, in excess of all other taxes, the Tax on all property subject to taxation by the Issuer sufficient in amount to pay the interest and the principal falling due each year, or such amount as may be required; and

WHEREAS, the Act provides that bonds may be issued pursuant to a resolution or ordinance adopted by a governing body consistent with the parameters set forth in the Election proposition, and which resolution or ordinance shall fix all details of the bonds, including their form, terms, repayment schedule, and redemption features, to be secured solely from the Tax, and further provides that bonds may be sold at either public or negotiated sale for such price as may be determined by the governing body; and

WHEREAS, the Louisiana State Bond Commission ("**State Bond Commission**") previously approved the issuance of the Bonds pursuant to the Election at its August 19, 2021 meeting; and

WHEREAS, pursuant to the Act, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this Bond Ordinance in order to provide for the issuance of the Bonds, for the purposes of the Project, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, if any, of the Bonds; and

WHEREAS, the Issuer desires to sell the Bonds to the purchaser thereof and to fix the details of the Bonds and the terms of the sale of the Bonds, and to approve a form of bond purchase agreement relating to the sale of the Bonds.

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

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. As used herein, the terms used herein shall have the meanings ascribed to such terms as set forth in **Exhibit "A"** attached hereto, unless the context otherwise requires.

SECTION 1.2. Interpretation. In this Bond 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 this Bond 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 OF BONDS

SECTION 2.1. Authorization of Bonds.

- (a) This Bond Ordinance creates a series of Bonds of the Issuer to be designated "General Obligation Bonds, Series 2022A, of the City of Shreveport, State of Louisiana," and provides for the full and final payment of the principal or redemption price of and interest on all of the Bonds; and

(b) The Bonds shall be in an aggregate principal amount of Forty-One Million Seven Hundred Fifty Thousand Dollars (\$41,750,000) at rate or rates of interest and mature as provided under Section 2.2 below.

SECTION 2.2. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in Authorized Denominations within a single maturity and shall be numbered R-1 or TR-1 (for Term Bonds) upwards. The Bonds shall be dated the date of delivery thereof, shall bear interest from the date thereof on the basis of a 360 day year (30/360) basis or the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on March 1, 2023, and semiannually thereafter on March 1 and September 1 of each year, at the following rates of interest per annum and shall become due and payable and mature March 1 of each year as follows:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2023	\$1,070,000	5.000%
2024	1,350,000	5.000
2025	1,420,000	5.000
2026	1,490,000	5.000
2027	1,570,000	5.000
2028	1,650,000	5.000
2029	1,735,000	5.000
2030	1,820,000	5.000
2031	1,915,000	5.000
2032	2,015,000	5.000
2033	2,115,000	5.000
2037*	9,415,000	4.000
2042*	14,185,000	4.250

*Term Bonds

SECTION 2.3. Purpose of the Bonds. The Bonds are being issued by the Issuer for the purpose of the Project as described in the preambles hereto.

SECTION 2.4. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit "B" hereto, with such necessary or appropriate variations, omissions, and insertions

as are required or permitted by the Act and this Bond Ordinance, as deemed necessary by the Executive Officers of the Issuer upon advice of the Municipal Advisor and Bond Counsel.

SECTION 2.5. Security for Bonds. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer shall be pledged for their payment. By this Bond Ordinance, this Governing Authority hereby obligates itself and shall be bound under the terms and provisions of the Act and the Election authorizing the Bonds to impose and collect annually, in excess of all other taxes, a tax on all property subject to taxation by the Issuer sufficient in amount to pay the interest and the principal falling due each year, or such amount as may be required, for any sinking fund necessary to retire the Bonds at maturity. The tax shall be levied and collected by the same officers, at the same time, and in the same manner as the general taxes of the Issuer.

As provided by the Act, should the Issuer neglect or fail for any reason to impose or collect sufficient taxes for the payment of the principal or interest of the Bonds, any person in interest may enforce imposition and collection thereof in any court having jurisdiction of the subject matter, and any suit, action or proceeding brought by such person in interest shall be a preferred cause, and shall be heard and disposed of without delay.

SECTION 2.6. Payment of Principal and Interest. The principal, premium, if any, and interest of the Bonds are payable by check of the Paying Agent mailed from or delivered at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the City maintained by the Paying Agent 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 City 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 Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such 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.

SECTION 2.7. Bond 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 this Bond 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 this Bond Ordinance.

ARTICLE III **SALE OF BONDS**

SECTION 3.1. Sale of Bonds. Pursuant to the Act and La. R.S. 39:1426(B), the City has determined to sell the Bonds at a private sale without the necessity of publishing any notice of sale. The sale of the Bonds to the Underwriters at a price of not less than 98% of par, plus accrued interest is hereby confirmed. The terms and conditions of said sale, within the parameters set forth in Article II above, are hereby approved and the Mayor is authorized, empowered and directed to enter into the Bond Purchase Agreement in substantially the form attached hereto as Exhibit "C", with such necessary changes as may be approved by the Mayor upon the advice of the City Attorney and Bond Counsel, and to approve the final schedule of the Bonds, the purchase price, maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein. The Bonds shall be delivered

to or upon the direction of the Underwriters or its agents or assigns, upon receipt by the Issuer of the agreed purchase price.

SECTION 3.2. Official Statement. The Issuer hereby ratifies, confirms and approves the form and content of the Preliminary Official Statement pertaining to the Bonds submitted to this Governing Authority and the distribution thereof by the Underwriters. The Governing Authority further authorizes and directs the Executive Officers or any one of them to execute and deliver a Final Official Statement to the Underwriters for use in connection with the sale of the Bonds.

ARTICLE IV

GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 4.1. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Mayor, countersigned by the Chief Financial Officer of the Issuer and attested by the Clerk of Council of the Issuer. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed 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 signatures 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 4.2. Regularity of Proceedings. 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 the State of Louisiana."

SECTION 4.3. Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in **Exhibit "B"** hereto shall have been manually 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 this Bond Ordinance.

SECTION 4.4. Book-Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Executive Officers or any one of them is authorized to execute and deliver a Letter of Representation to DTC on behalf of the City with respect to the issuance of the Bonds in "book-entry only" format. The Executive Officers or any one of them are hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Ordinance and said Letter of Representation. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. The beneficial owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

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

For every transfer and exchange of the Bonds, the beneficial owner may be charged a sum sufficient to cover such beneficial owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

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

- (a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law.
- (b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the Beneficial Owners.

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

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

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

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

SECTION 4.5. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond 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. At reasonable times and under reasonable regulations established by the Paying Agent said list 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 or transferees one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Owner, 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 the principal corporate trust office of the Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Owner 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.

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 this Bond Ordinance as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the City 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.

No service charge to the Owners 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 Record Date 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.

SECTION 4.6. Lost, Destroyed or Improperly Cancelled Bonds. Lost, destroyed or improperly cancelled Bonds may be replaced in the manner set forth in Part XI, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:971 *et seq.*). In case any such lost, destroyed or improperly cancelled Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any replacement Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this section in lieu of any lost, destroyed or improperly cancelled bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the lost, destroyed or improperly cancelled bond shall be at any time enforceable by anyone. The obligation of the Issuer on any replacement bonds shall be identical as its obligation upon the original bonds, and the rights of the holder shall be the same as those conferred by the original bonds.

SECTION 4.7. 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 cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Director of Finance of the Issuer an appropriate certificate of cancellation.

ARTICLE V
CREATION OF FUNDS /APPLICATION OF BOND PROCEEDS

SECTION 5.1. Funds and Accounts. (a) In order that the principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the following special trust funds are hereby established, to be maintained and held by the Issuer's Fiscal Agent Bank, or the Paying Agent in accordance with the Paying Agent Agreement, at the option of the Governing Authority of the Issuer, for and on behalf of the holders of the Bonds:

- (i) The Series 2022A Bond Proceeds Fund (the "**Proceeds Fund**") to be held by the Paying Agent and within the Proceeds Fund, the Series 2022A Costs of Issuance Account (the "**Cost of Issuance Account**") therein;
- (ii) The Series 2022A Project Fund (the "**Project Fund**") to be held by the Paying Agent;
- (iii) The Series 2022A Debt Service Fund (the "**Debt Service Fund**") to be established and maintained with the Paying Agent; and
- (iv) The Series 2022A General Obligation Bond Revenue Account (the "**Revenue Account**") to be established and maintained in a separate and special bank account with Fiscal Agent Bank.

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

SECTION 5.2. Flow of Funds. To provide for the orderly collection and disbursement of Bond Proceeds and in order that the principal of, premium, if any, and interest on the Bonds

will be hereafter paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer further covenants as follows:

- (a) **Proceeds Fund.** Funds in the Proceeds Fund and related accounts shall be held in the custody of the Paying Agent separate and apart from other funds of the Issuer and the Paying Agent. The Paying Agent shall transfer from the Proceeds Fund (i) to the Costs of Issuance Account an amount sufficient to pay Costs of Issuance with respect to the Bonds; and (ii) the balance to the Project Fund, each as designated in the Closing Memorandum. Any funds remaining in the Costs of Issuance Account after one hundred eighty (180) days shall be transferred to the Project Fund, and the Proceeds Fund shall be closed.

- (b) **Project Fund.** Moneys in the Project Fund shall be disbursed for the payment of all costs incurred in connection with the Project pursuant to requisitions in substantially the form of **Exhibit "D"** hereto each which shall be executed by an Executive Officer of the Issuer. When all funds have been expended certifying that all costs of the have been paid or stating the amounts held by the Issuer to be reserved for payment of any unpaid costs are more than sufficient, the Paying Agent shall transfer the balance in the Project Fund to the Debt Service Fund and such funds shall be applied to redeem the Bonds in accordance with the provisions of Section 3(b) hereof.

- (c) **The Debt Service Fund.** For the payment of the principal of and the interest on the Bonds, the Issuer will maintain the Debt Service Fund, into which the Issuer will deposit the proceeds of the special tax levied for the payment of its general obligation bonds, and no other moneys whatsoever (other than investment earnings thereon). The depository for the Debt Service Fund shall transfer from the Debt Service Fund to the Paying Agent at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest of the Bonds falling due on such date.

All Moneys deposited with the regularly designated Fiscal Agent Bank or banks of the Issuer or the Paying Agent under the terms of this Bond Ordinance shall constitute sacred funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Debt Service Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State, in which event all income derived from such investments shall be added only to the Debt Service Fund.

SECTION 5.3. Deposit of Bond Proceeds and Other Funds. The net Bond Proceeds, shall be applied by the Paying Agent, as specifically set forth in the Closing Memorandum.

The Paying Agent shall deliver funds in the Costs of Issuance Account pursuant to instructions set forth in the Closing Memorandum upon receipt of invoices from the receipts of such amounts.

SECTION 5.4. Investment of Funds. All or any part of the moneys in any of the aforesaid funds and accounts shall, at the written request of the Issuer, be invested in Permitted Investments. Such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which said respective funds are maintained.

Investments on deposit in all funds and accounts shall be valued at market value at least monthly. No forward delivery agreements, hedge, purchase and resale agreements or par-put agreements may be used with respect to the investment of any fund or account with respect to the trust estate pledged to the Bonds without the prior written request.

All investments and earning thereon shall at all times be subject to the terms, provisions and agreements set forth in the Tax Certificate.

SECTION 5.5. Funds to Constitute Trust Funds. The Revenue Fund and the Debt Service Fund provided for in Section 4.2 hereof shall all be and constitute trust funds for the purposes provided in this Bond Ordinance, and the Owners of the Bonds issued pursuant to this Bond Ordinance, and the Owners of the Bonds issued pursuant to this Bond Ordinance 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 trust company holding such funds in the manner required by the laws of the State.

ARTICLE VI
REDEMPTION OF BONDS

SECTION 6.1. Optional Redemption. The Bonds maturing on and after March 1, 2033 shall be subject to redemption at the option of the Issuer, in whole at any time, and in part from time to time, on and after March 1, 2032, and if less than a full maturity then by lot within such maturity, at a price equal to the principal amount thereof, plus accrued interest to the redemption date.

SECTION 6.2. Mandatory Sinking Fund Redemption. The Bonds maturing March 1, 2037 shall be subject to mandatory redemption prior to maturity in the following principal amounts on the following dates by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(March 1)</u>	Principal <u>Amount</u>
2034	\$2,215,000
2035	2,305,000
2036	2,400,000
2037*	2,495,000

*Final Maturity

The Bonds maturing March 1, 2042 shall be subject to mandatory redemption prior to maturity in the following principal amounts on the following dates by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(March 1)</u>	Principal <u>Amount</u>
2038	\$2,600,000
2039	2,715,000
2040	2,830,000
2041	2,955,000
2042*	3,085,000

*Final Maturity

SECTION 6.3. Notice of Redemption.

- (a) In the event any of the Bonds are called for optional 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, 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 this Bond Ordinance. If less than all of the Bonds outstanding of a series are called for redemption under any provision of this Bond Ordinance permitting partial redemption, the particular Bonds of such series to be redeemed will be selected by the Paying Agent, in such a manner as the Paying Agent in its discretion may deem fair and appropriate.

SECTION 6.4. Partial Redemption. In the event a 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 new 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 so surrendered.

ARTICLE VII

ISSUER 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 7.02 (Reserve)

SECTION 7.03. Tax Covenants.

- (a) 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, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of the proceeds of the Bonds or the facilities financed with the Refunded Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.
- (b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

SECTION 7.4. Bonds are not "Bank-Qualified". The Bonds **are not** designated as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 7.5. Issuer to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure

of the Issuer's revenues from whatever source. The Issuer will establish and maintain adequate financial records as required by the laws of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principles and will make such records and reports available to the Owners or their authorized representatives upon request.

The Issuer will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended. Upon completion, the Issuer shall file a copy of such audited financial statements with any Owner requesting same and to the provider(s) of any Credit Enhancement.

SECTION 7.6. Notification of Deficiencies. As required by La. R.S. 39:1410.62 the Issuer will notify the Louisiana State Bond Commission, in writing, whenever: (i) transfers to any fund required to be established by this Bond Ordinance or any ordinance or resolution authorizing the issuance of other indebtedness of the Debt Service Fund have not been made timely, or (ii) principal, interest, premiums, or other payments due on the Bonds or any other outstanding indebtedness of the Issuer have not been made timely.

ARTICLE VIII

SUPPLEMENTAL BOND ORDINANCES

SECTION 8.1. Supplemental Ordinances Effective Without Consent of Owners. 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 and the provider(s) of any Credit Enhancement, of a certified copy thereof, but without any consent of Owners shall be fully effective in accordance with its terms:

- (a) to add to the covenants and agreements of the Issuer in this Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;

- (b) to add to the limitations and restrictions in this Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;
- (c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Bond 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 this Bond Ordinance;
- (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of this Bond Ordinance; or
- (e) to insert such provisions clarifying matters or questions arising under this Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Bond 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 this Bond Ordinance or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental ordinance, with the written consent of the Owners of a majority of the Bond Obligation 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 Owner of which is required to effect any such modification or amendment, 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 or the Escrow 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 this Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

ARTICLE IX
REMEDIES ON DEFAULT

SECTION 9.01. Events of Default. If one or more of the following events (in this Bond 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 of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or (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 this Bond Ordinance, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of forty five (45) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond Obligation; or (d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law 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 under Louisiana law.

ARTICLE X
CONCERNING FIDUCIARIES

SECTION 10.1. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of Regions Bank, 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 this Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 10.2. 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.

ARTICLE XI
CONTINUING DISCLOSURE UNDERTAKING

SECTION 11.1. Continuing Disclosure. The Clerk of the Council is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth as an appendix to the official statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

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 premium, if any, to become due thereon, at the times and in the manner stipulated therein and in this Bond 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 any moneys, securities and funds held by it pursuant to this Bond 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 sufficient defeasance obligations shall have been set aside and 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 prior to maturity shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the Paying Agent an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal, premium, if any, or interest) in an amount sufficient to pay when due the principal thereof, together with all accrued interest and (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal and all accrued interest shall have been verified by an independent certified public accountant.

Neither Defeasance Obligations deposited pursuant to this Section 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 to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations 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 and interest to become due on said Bonds as they respectively mature.

To accomplish defeasance the Issuer shall cause to be delivered (i) a report of an Accountant verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date ("**Verification**"), (ii) an Escrow Deposit Agreement, and (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under this Bond Ordinance; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed to the Issuer. Bonds shall be deemed "Outstanding" under this Bond Ordinance unless and until they are in fact paid and retired or the above criteria are met.

SECTION 12.2. Evidence of Signatures of Owners and Ownership of Bonds.

- (a) Any request, consent, revocation of consent or other instrument which this Bond 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 this Bond 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;

- (b) 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 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;
- (c) the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent; and
- (d) 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 City 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 this Bond 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, the Escrow Agent and the Owners of the Bonds any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Escrow 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 of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against any member of this Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 12.6. Successors and Assigns. Whenever in this Bond 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 this Bond 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 Refunded Bonds.

SECTION 12.8. Severability. In case any one or more of the provisions of this Bond 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 this Bond Ordinance or of the Bonds, but this Bond 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 this Bond Ordinance which validates or makes legal any provision of

this Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Ordinance and to the Bonds.

SECTION 12.9. Publication of Bond Ordinance; Preemption. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty (30) days after the date of publication, any person in interest may contest the legality of this Bond Ordinance, any provision of the Bonds, the provisions therein made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. After the said thirty (30) days, no person may contest the regularity, formality, legality or effectiveness of this Bond Ordinance, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the said thirty days.

SECTION 12.10. Effective Date. As provided by Section 4.23 of the City Charter, this ordinance shall become effective after it has been published in the Issuer's official journal and seven (7) days have elapsed after its approval by the Mayor.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT "A"
DEFINITIONS

"**Act**" shall mean Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 39:551 and 39:561, et seq).

"**Authorized Denominations**" shall mean minimum denominations of \$5,000 and increments of \$5,000 thereafter.

"**Bond**" or "**Bonds**" shall mean any or all of the Issuer's General Obligation Bonds, Series 2022A, issued pursuant to this Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"**Bond Obligation**" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

"**Bond Ordinance**" shall mean this ordinance, as further amended and supplemented as herein provided.

"**Bond Proceeds**" shall mean the revenues derived by the City from the sale of the Bonds.

"**Bond Purchase Agreement**" shall mean the Bond Purchase Agreement between the City and the Underwriters, in substantially the form attached hereto as **Exhibit "C"**, which shall include the Mayor's approval of the final maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein.

"**City**" or "**Issuer**" shall mean the City of Shreveport, State of Louisiana.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean 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, costs 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, if paid by the City, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the City in connection with the original issuance of Bonds.

"Election" shall mean the election held within the Issuer on December 11, 2021 authorizing the issuance of not exceeding \$70,650,000 of the Issuer's general obligation bonds pursuant to such election and Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Executive Officers" shall mean collectively, or individually, the Mayor, Council Chairman, Director of Finance and Clerk of Council of the Issuer.

"Fiscal Agent Bank" shall mean the fiscal agent bank of the Issuer.

"Governing Authority" shall mean the City Council of the City of Shreveport, State of Louisiana, or its successor in function.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, 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" shall mean March 1 and September 1 of each year, commencing March 1, 2023.

"Municipal Advisor" shall mean Government Consultants.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all Bonds theretofore issued under this Bond Ordinance, except:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Bonds with the effect specified in this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance, to the satisfaction of the Paying Agent, or waived;
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and
- (d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Ordinance or by law.

"Owner" shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

"Paying Agent" shall mean Regions Bank, an Alabama state trust company having a corporate office in Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to this Bond Ordinance.

"Paying Agent Agreement" shall mean the Paying Agent Agreement dated as of the date of July 1, 2022, by and amount the Issuer and the Paying Agent.

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

"Project" shall mean constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefor.

"Record Date" shall mean, with respect to an Interest Payment Date, the fifteenth day of the month next preceding such Interest Payment Date, whether or not such day is a business day.

"State" shall mean the State of Louisiana.

"Underwriters" shall mean collectively, Crews & Associates, Inc., Piper Sandler and Frazer Lanier.

EXHIBIT "B"
FORM OF BOND

No. R-__

Principal Amount: _____

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CADDO

GENERAL OBLIGATION BONDS, SERIES 2022A
OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA

<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
March 1, 20__	_____ 1, 20__	_____%	_____

The **CITY OF SHREVEPORT, PARISH OF CADDO, STATE OF LOUISIANA** (the "**Issuer**"), promises to pay, but only from the source and as hereinafter provided to:

Registered Owner: Cede & Co. (Tax Id #13-2555119)

Principal Amount: _____ AND 00/100 (\$_____ .00) DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and

September 1 of each year, commencing March 1, 2023 (each an "**Interest Payment Date**"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, an Alabama state trust company, with an office in Baton Rouge, Louisiana, or successor thereto (the "**Paying Agent**"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

Terms not otherwise defined herein shall have the meaning given them in the Bond Ordinance.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE BOND ORDINANCE, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER THEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BONDOWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO

REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE FOLLOWING PAGES WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Registration hereon shall have been signed by the Paying Agent.

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

This Bond is one of an authorized issue aggregating in principal the sum of Forty-One Million Seven Hundred Fifty Thousand Dollars (\$41,750,000) (the "**Bonds**"), all of like tenor and effect except as to number, denomination, interest rate and maturity, the Bonds having been issued by the Issuer pursuant to an ordinance adopted by its governing authority on July 12, 2022 (the "**Bond Ordinance**"), for the purposes of the Project (as defined in the Bond Ordinance), in the manner authorized and provided by the Act.

Optional Redemption

The Bonds maturing on and after March 1, 2033 shall be subject to redemption at the option of the Issuer, in whole at any time, and in part from time to time, on and after March 1, 2032, and if less than a full maturity then by lot within such maturity, at a price equal to the principal amount thereof, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Bonds maturing March 1, 2037 shall be subject to mandatory redemption prior to maturity in the following principal amounts on the following dates by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(March 1)</u>	Principal <u>Amount</u>
2034	\$2,215,000
2035	2,305,000
2036	2,400,000
2037*	2,495,000

*Final Maturity

The Bonds maturing March 1, 2042 shall be subject to mandatory redemption prior to maturity in the following principal amounts on the following dates by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(March 1)</u>	Principal <u>Amount</u>
2038	\$2,600,000
2039	2,715,000
2040	2,830,000
2041	2,955,000
2042*	3,085,000

*Final Maturity

Notice of Redemption

- (a) In the event any of the Bonds are called for optional 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, 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 Bond Ordinance. If less than all of the Bonds outstanding of a series are called for redemption under any provision of the Bond Ordinance permitting partial redemption, the particular Bonds of such series to be redeemed will be selected by the Paying Agent, in such a manner as the Paying Agent in its discretion may deem fair and appropriate.

In the event a 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. Official notice of such call of any of the Bonds for redemption will be given by the Paying Agent by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent.

In the case of any redemption of Bonds, the Issuer shall give written notice to the Paying Agent and the Bond Insurer of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Bonds or portions of the Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date.

The Bonds may be transferred, registered and assigned only on the registration books of the Paying Agent, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 for any one maturity, or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the fifteenth (15th) calendar day of the month preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

This Bond and the issue of which it forms a part constitute general obligations of the Issuer, and the full faith and credit of the Issuer is pledged for the payment of this Bond and the issue of which it forms a part. The Bonds are secured by a special tax to be imposed and collected annually in excess of all other taxes on all the property subject to taxation within the territorial limits of the Issuer, under the Constitution and laws of Louisiana, sufficient in amount

to pay the principal of this Bond and the issue of which it forms a part and the interest thereon as they severally mature.

For a complete statement of the manner in which the Bonds are issued and delivered and will be paid, and the general covenants and provisions governing the issuance of this Bond, reference is made to the Bond Ordinance.

IN WITNESS WHEREOF, the City Council of the City of Shreveport, State of Louisiana, acting as the governing authority of the City, has caused this Bond to be signed by the Mayor and Finance Officer and attested by the Clerk of Council and this Bond to be dated as of the Dated Date set forth above.

**CITY OF SHREVEPORT
STATE OF LOUISIANA**

By: _____
Adrian Perkins, Mayor

By: _____
Kasey Brown, Finance Director

ATTEST:

By: _____
Danielle Farr-Ewing, Clerk of Council

**PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Ordinance.

REGIONS BANK, as Paying Agent

By: _____
Kesha A. Jupiter, Vice President

DATE OF AUTHENTICATION: _____, 2022

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

SOCIAL SECURITY OR FEDERAL EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint _____
_____, attorney,
to transfer said Bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Signature of Registered Owner:

NOTICE: The signature to this assignment must correspond with the name of the registered
owner as it appears upon the face of the within Bond in every particular, without alteration or
enlargement or any change whatever.

Signature guaranteed:
(Bank, Trust Company, or Firm)

CERTIFICATE AS TO LEGAL OPINION

I, the undersigned Clerk of Council of the City of Shreveport, State of Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of Washington & Wells, LLC and Boles Shafto, LLC, collectively, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to Crews & Associates, Inc., Piper Sandler and Frazer Lanier (collectively, the "**Underwriters**"), representing the original purchasers thereof.

I further certify that an executed copy of the below legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

Danielle Farr-Ewing, Clerk of Council

[BOND COUNSEL OPINION TO COME]

EXHIBIT "C"
FORM OF BOND PURCHASE AGREEMENT

[TO BE PROVIDED BY UNDERWRITERS COUNSEL]

EXHIBIT "D"

FORM OF PROJECT FUND REQUISITION

WITH RESPECT TO

**\$41,750,000
GENERAL OBLIGATION BONDS, SERIES 2022A
CITY OF SHREVEPORT, STATE OF LOUISIANA**

Regions Bank

Attention: _____

Date: _____, 20__

Requisition Number: _____

The undersigned Executive Officer, acting for and on behalf of the City of Shreveport, State of Louisiana (the "**Issuer**"), pursuant to a bond ordinance adopted by the City Council, acting as the governing authority, of the Issuer on July 12, 2022 (the "**Bond Ordinance**"), relating to the above captioned issue of Bonds (the "**Bonds**") hereby requests payment be made from amounts on deposit in the Project Fund held by the Paying Agent pursuant to Section 5.1(d) of the Bond Ordinance to the person, firm or Issuer in the amount and for the purpose set forth below. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

Name and Address of Payee:

Amount of Payment: _____ from the Project Fund.

Purpose of Payment:

The undersigned Authorized Officer further certifies with respect to this Requisition as follows:

- (a) The amount paid or to be paid, as set forth herein, has been incurred by the Issuer and is either (i) presently due and payable, or (ii) has been paid by the Issuer and is a proper charge against the Project Fund created pursuant to the Bond Ordinance and has not been the subject of any prior requisition; and

- (b) All work, materials, supplies and equipment which are the subject of this Requisition have been performed or delivered and are in accordance with the description of the Project.

Paid: _____, 20____

Authorized Officer

By: _____

Title: _____