

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, April 26, 2021 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Council Chambers, 716 Second Street, Natchitoches, Louisiana on Monday, April 26, 2021 at 5:30 p.m.

There were present:

Mayor Ronnie Williams
Councilwoman At Large Betty Sawyer-Smith
Councilman Eddie Harrington
Councilman Dale Nielsen
Councilman Christopher Petite
Councilwoman Rosemary Elie

Guests: Joe Osborne and Joe Givens-Perma-Zyme soil stabilization products on roads and the effectiveness of it for patching streets.

Absent: None

Mayor Ronnie Williams called the meeting to order and welcomed everyone for coming. Councilman Petite led the invocation and East Natchitoches Elementary 4-H Club led the Pledge of Allegiance.

Mayor Williams then called for the reading and approval of the minutes for the April 12, 2021 meeting. Councilwoman At Large Smith moved that we dispense with the reading of the minutes and approval of same. Seconded by Councilwoman Elie.

A roll call vote was as follows:

Ayes:	Elie, Nielsen, Smith, Harrington, Petite
Nays:	None
Absent:	None
Abstain:	None

Joe Osborne and Joe Givens spoke in reference to Perma – Zyme soil stabilization products. How it could save the City money and is a very reliable product with lasting effects for repairing streets and roads in the city.

The following Resolution was introduced by Mrs. Smith and Seconded by Mr. Harrington as follows, to –wit:

RESOLUTION NO. 030 OF 2021

PROCLAMATION DECLARING MAY 2 – 8, 2021 AS NATIONAL TRAVEL AND TOURISM WEEK IN THE CITY OF NATCHITOCHES

WHEREAS, the Power of Travel has been a consistent driver of Natchitoches’ economy and workforce,

WHEREAS, a robust travel industry has provided significant economic benefits for the nation, generating more than \$2.6 trillion in economic output last year, with \$1.1 trillion spent directly by travelers in the U.S.,

WHEREAS, travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in the U.S., supporting 17 million jobs in 2019,

WHEREAS, spending by travelers has aided state and local governments alike, generating \$180 billion in tax revenue in 2019 to support essential services and programs,

WHEREAS, travel and tourism-dependent businesses and organizations, 83% of which are small businesses, are responsible for welcoming visitors from all around the world to explore Natchitoches and all our state and country have to offer,

WHEREAS, visitors to Natchitoches Parish produced nearly \$110 million in spending in 2019, an increase of 5% over 2018, and generated \$13.7 million in state and local taxes,

WHEREAS, visitors spending in Natchitoches Parish created \$39.4 million in direct earnings and 1,430 direct jobs in 2019,

WHEREAS, last year, the coronavirus pandemic devastated every sector of the travel industry with staggering declines in 2020 compared to 2019, affecting every community in the country, including Natchitoches,

WHEREAS, overnight occupancy at hotels, motels, bed and breakfasts, and RV parks declined by 8% in 2020,

WHEREAS, the travel industry cannot recover without the full return of leisure and business travel, as well as meetings and events, by both domestic and international visitors,

WHEREAS, the rebound of travel will drive the rebuilding of the U.S. economy and American workforce,

WHEREAS, the Power of Travel will continue to revive and grow Natchitoches, Louisiana, and the United States and drive us forward to a more prosperous future,

THEREFORE, I, **Mayor Ronnie Williams, Jr.**, do hereby proclaim May 2-8, 2021 as National Travel and Tourism Week in **the City of Natchitoches**, and urge the citizens of **Natchitoches** to join me in recognizing the critical role this industry plays in **Natchitoches**.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

Proclamation # 030 of 2021, was presented to Kelly West, Director of Marketing and Communication for Natchitoches Convention and Visitor Bureau.

The following Ordinance was Introduced by Mrs. Elie and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 020 OF 2021

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE LWCF GRANT IMPROVEMENTS AT PARC NATCHITOCHES
(BID NO. 0614)**

WHEREAS, Resolution No.021 of 2021 was passed by the Natchitoches City Council on March 8, 2021 authorizing the Mayor to advertise for bids for the LWCF Grant Improvements at Parc Natchitoches (Bid No. 0614); and

WHEREAS, the Land and Water Conservation Fund (LWCF) program promotes broad-scope outdoor recreation, ranging from land acquisition to development of park facilities and is funding a significant portion of the cost; and

WHEREAS, this bid was advertised in the *Natchitoches Times* on, March 11, March 18, and March 25, 2021 in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

(1) DSW Construction, LLC
Natchitoches, LA\$557,775.00

WHEREAS, on April 6, 2021 the appointed committee of Debbie Miley, Finance Director; Edd Lee, Director of Purchasing; Kevin Warner, Recreation Director and Dale Nielsen, Councilman, reviewed the bid proposal for bids for the LWCF Grant Improvements at Parc Natchitoches (Bid No. 0614); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the only bidder **DSW Construction, LLC** in the amount of **\$557,775.00**.

NOW, THEREFORE, BE IT ORDAINED, that the Honorable Ronnie Williams, Jr., Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on April 12, 2021 and published in the *Natchitoches Times* on April 15, 2021.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Randy LaCaze explained the progress of the playground equipment at Parc Natchitoches.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mrs. Elie as follows, to-wit:

ORDINANCE NO. 021 OF 2021

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO AN AMENDED COOPERATIVE ENDEAVOR AGREEMENT WITH NATCHITOCHEs HISTORIC FOUNDATION, WHICH WILL PROVIDE TO THE RELOCATION OF THE ROQUE HOUSE, PROVIDE FOR THE COMPLETION OF THE DOWNTOWN RIVERWALK, PROVIDE FOR THE LEASE OF THE GROUND UPON WHICH THE ROQUE HOUSE IS TO BE RELOCATED, AND PROVIDE FOR THE USE OF THE FACILITIES BY THE PARTIES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the “City”) is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS, the Natchitoches Historic Foundation (sometimes hereinafter “NHF”) is the owner of the Roque House which is currently located on property owned by the City on the right descending bank of Cane River Lake; and

WHEREAS FURTHER, the Roque House was located on property owned by the City pursuant to an unwritten agreement between the NHF, or its predecessor, and the City which agreement had the goal of preserving the historically important Roque House and also making the Roque House available to the public as an educational tool and a tourist attraction; and

WHEREAS FURTHER, acknowledging the cultural, architectural and historical significance of the Roque House and being of the opinion that it was important to authorize and enable the continued location of the Roque House on the bank of Cane River Lake where it serves as a educational tool and tourist attraction the City and the NHF entered into a Cooperative Endeavor Agreement in 2012 (sometimes hereinafter “CEA”); and

WHEREAS FURTHER, the CEA memorialized, in writing, the long standing agreement between the parties as to the ownership of the Roque House, provided for the use of the Roque House and provided for the future use and maintenance of the Roque House; and

WHEREAS FURTHER, the CEA provided for the location of the Roque House on its current location for a period of ten years, with two automatic ten year extensions; and

WHEREAS FURTHER, the CEA further provided that the City would make monthly payments in the amount of \$750.00 to the NHF for the exclusive use of the Roque House during the ten year period; and

WHEREAS FURTHER, the CEA further provided that all maintenance of the Roque House would be undertaken by the City, but that the NHF would be consulted before any maintenance or repairs were performed by the City; and

WHEREAS FURTHER, the City and NHF agreed that the NHF would undertake all structural repairs and maintenance of the Roque House, but that the City could, upon request, contribute to such structural repairs; and

WHEREAS FURTHER, the CEA further provided that the City acknowledged that the Roque House is owned by the NHF at the end of the term of the CEA or any extension thereof; and

WHEREAS FURTHER, in the Spring of 2016 the City of Natchitoches experienced a flood in which Cane River Lake rose above its banks and over the site of the Roque House causing significant damage to the Roque House, and leaving it unsuitable for further use; and

WHEREAS FURTHER, following the flood, the parties also learned that the current location of the Roque House is in the flood zone making flood insurance extremely expensive; and

WHEREAS FURTHER, NHF has consulted with engineers and other experts and has devised a plan to relocate the Roque House out of the existing flood zone, but remaining on the downtown riverbank, and the NHF in the process of acquired the necessary funding to complete this plan; and

WHEREAS FURTHER, the initial plan includes the completion of the downtown riverbank project, including completion of the riverbank promenade, and construction of a storage structure and restrooms to serve the Roque House and its users; and

WHEREAS FURTHER, the NHF will provide all plans to the City in advance for the approval of the City; and

WHEREAS FURTHER, the NHF and the City desire to amend the CEA to provide for a plan to rehabilitate and preserve the Roque House, said plan to include the additional items set forth above; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the amendment of the CEA with the NHF will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana, and will further provide for educational opportunities and increased tourism; and

WHEREAS FURTHER, the City Council has reviewed and does approve the attached Amended Cooperative Endeavor Agreement between the City of Natchitoches and the Natchitoches Historic Foundation; and

NOW THEREFORE BE IT ORDAINED that the terms of the Amended Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Ronnie Williams, Jr., is hereby authorized to execute the attached Amended Cooperative Endeavor Agreement between the City of Natchitoches and the Natchitoches Heritage Foundation.

THIS ORDINANCE was introduced on April 12, 2021 and published in the *Natchitoches Times* on April 15, 2021.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Delivered to the Mayor on the 27th day of April, 2021 at 10:00 A.M.

Mr. Ben Barron, Chairman of NHL; of spoke in reference to Ordinance #021 of 2021. The restoration of the Roque House is in the design phase. There is a rough timeline of October 15, 2022 for completion date, approximately for the next Christmas season.

The following Ordinance was Introduced by Mrs. Smith and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 022 OF 2021

ORDINANCE OF THE CITY OF NATCHITOCHES, LOUISIANA, GRANTING TO CANTERRA NETWORKS, THE FRANCHISE AND RIGHTS TO LAY, CONSTRUCT, LEASE AND/ OR OPERATE A CABLE OPTICS TRANSMISSION CABLE, WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND THE RIGHT TO USE THE PRESENT AND FUTURE STREET, ROADS, HIGHWAYS, ALLEYS, BRIDGES, AND PUBLIC WAYS IN SUCH CITY AND OWNED AND CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.

WHEREAS, the City of Natchitoches is authorized under Louisiana Revised Statutes 33:4401, et seq, to grant a non-exclusive franchise, right, and privilege to use and occupy the streets, alleys and public places therein to construct maintain and operates for telephone, telegraph and electric transmission and distribution systems; the right to operate and maintain cable television equipment and systems on, over, under, along, upon, and across all of the present and future streets, roads, highways, alleys, bridges, and public spaces of the City of Natchitoches, subject to applicable zoning and building requirements and obligations provided herein; the right to repair, replace or remove same or any portion thereof; and the right to connect any such facilities to any other facilities for the purpose of distributing or transmitting signals into, through, or beyond the boundaries of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to grant a franchise to Canterra Networks, under the terms and conditions as set in the attached Franchise Agreement; and

BE IT THEREFORE ORDAINED by the City Council of the City of Natchitoches, Louisiana (hereinafter “the City”) that, subject to the terms and conditions set forth in the attached Franchise Agreement, hereby desires to grant to Canterra Networks, doing and authorized to do business in the State of Louisiana, and in the City of Natchitoches, with its principal office in Charlotte, North Caroling (hereinafter “Company”), a non-exclusive franchise, right, and privilege to use and occupy the streets, alleys and public places therein to construct maintain and operates for telephone, telegraph and electric transmission and distribution systems; the right to operate and maintain cable television equipment and systems on, over, under, along, upon, and across all of the present and future streets, roads, highways, alleys, bridges, and public spaces of the City of Natchitoches, subject to applicable zoning and building requirements and obligations provided herein; the right to repair, replace or remove same or any portion thereof; and the right to connect any such facilities to any other facilities for the purpose of distributing or transmitting signals into, through, or beyond the boundaries of the City of Natchitoches.

BE IT FURTHER ORDAINED, that the Franchise Agreement shall be in the form as the attached agreement.

BE IT FURTHER ORDAINED, that all other ordinances of the City or portions thereof that are in conflict or inconsistent with any of the terms of this ordinance shall be repealed are hereby repealed to the extent of such conflict or inconsistency.

BE IT FURTHER ORDAINED, that nothing in this ordinance granting a non-exclusive franchise or this non-exclusive Franchise shall be construed as superseding, repealing, canceling, modifying, or in any way affecting any of the rights enjoyed by any other entity having a franchise in the City.

BE IT FURTHER ORDAINED, nothing herein shall be construed to constitute the grant of a franchise for the provision of any service other than as set forth in the Franchise Agreement.

BE IT FURTHER ORDAINED, that this Ordinance and the Franchise and rights granted herein may be amended only by written agreement of the City and the Company to such amendment.

BE IT FURTHER ORDAINED, that in the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or any parts thereof.

BE IT FURTHER ORDAINED that the Mayor of the City of Natchitoches, Ronnie Williams, Jr., be authorized and empowered to execute the attached Franchise Agreement on behalf of the City of Natchitoches, Louisiana.

THIS ORDINANCE was introduced on April 12, 2021 and published in the *Natchitoches Times* on April 15, 2021.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Delivered to the Mayor on the 27th day of April, 2021 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Petite and Seconded by Mrs. Elie as follows, to-wit:

ORDINANCE NO. 023 OF 2021

A ORDINANCE AUTHORIZING THE MAYOR, RONNIE WILLIAMS, JR. TO EXECUTE AN INSTRUMENT ENTITLED “SERVICE AGREEMENT” UNDER WHICH THE CITY WILL CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES FROM MERCHANT MCINTYRE & ASSOCIATES, LLC, RELATED TO PURSUING AND OBTAINING FEDERAL FUNDING.

WHEREAS, the City of Natchitoches (CITY) has negotiated a Service Agreement with Merchant McIntyre & Associates, LLC, (sometimes hereinafter “Agreement”) for professional services related to pursuing and securing federal funding; and,

WHEREAS FURTHER, the Agreement provides for an initial term of three (3) months and a fee of \$7,500.00 per month, with an option in favor of the CITY to renew for an additional one-year term; and

WHEREAS FURTHER, having reviewed the attached Agreement and believing that entering into the Agreement is in the best interest of the CITY, the City Council of the City of Natchitoches desires to authorize the Mayor to execute the Agreement on behalf of the CITY;

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Ronnie Williams, Jr., Mayor, to execute the Service Agreement, between the City of Natchitoches and Merchant McIntyre & Associates, LLC.

THIS ORDINANCE was introduced on April 12, 2021 and published in the *Natchitoches Times* on April 15, 2021.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Elie, Harrington, Petite
NAYS: Nielsen, Smith
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of
3 Ayes to 2 Nays this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Delivered to the Mayor on the 27th day of April, 2021 at 10:00 A.M.

Kirk Soileau of NRMC spoke about the Hospital partnership with Merchant McIntyre for the past two years. He explained the grants received that have benefited the hospital. Utilizing Merchant McIntyre has and will benefit the health in the community.

The following Ordinance was Introduced by Harrington at the April 26, 2021 City Council meeting as follows:

ORDINANCE NO. 019 OF 2021

AN ORDINANCE AUTHORIZING A FRANCHISE IN FAVOR OF CANE RIVER PADDLE & PEDAL SPORTS, L.L.C. TO OPERATE A RENTAL BOAT BUSINESS WITHIN THE CITY LIMITS OF THE CITY OF NATCHITOCHE, CONFIRMING THE TERM OF THE FRANCHISE, CONDITIONS, AND CONSIDERATIONS FOR SAID FRANCHISE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID FRANCHISE AGREEMENT ON BEHALF OF THE CITY PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, pursuant to Louisiana Revised Statute 33:4404, municipalities may grant a franchise to use or occupy the streets or other public places therein for the operation of forms of transportation within the municipal limits of said municipality; and

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "CITY") and Cane River Paddle & Pedal Sports, L.L.C. (sometimes hereinafter "Pedal Sports") entered into a Franchise Agreement and Lease dated October 29, 2018, which was recorded November 2, 2018 at Mortgage Book 1103, page 148 of the records of Natchitoches Parish, Louisiana (sometimes hereinafter "Existing Agreement"); and

WHEREAS FURTHER, the CITY and Pedal Sports have negotiated an extension of the franchise agreement, for the purpose of continuing to allow Pedal Sports to operate a business offering boats for rent on Cane River Lake and allowing use of CITY public places, including parking areas and river front for its operation; and

WHEREAS FURTHER, the proposed extension of the franchise is for a period of one year, with five options for one additional one-year terms; and

WHEREAS FURTHER, both parties, that is, the CITY and Pedal Sports, deem it to be in their mutual best interests and advantage to execute a Franchise Agreement which will clearly delineate the respective obligations, covenants, conditions, responsibilities, and

considerations under the said Franchise; and

WHEREAS FURTHER, this Franchise Agreement is permitted and authorized under the authority of Louisiana Revised Statutes 33:4404 and the Home Rule Charter of the City of Natchitoches, Sections 2:10 and 2:17; and

WHEREAS FURTHER, the proposed Amended Franchise Agreement has been reviewed by the City Council and has been approved; and

WHEREAS FURTHER, the City Council is of the opinion that the services that Pedal Sports will offer on Cane River Lake will continue to help promote tourism and will further offer additional recreational opportunities to the citizens of the City; and

NOW THEREFORE BE IT ORDAINED that the City Council takes cognizance of and approves the Franchise Agreement, a copy of which is attached hereto, and authorizes the Mayor, Ronnie William, Jr., to execute the said Franchise Agreement with Pedal Sports.

BE IT FURTHER ORDAINED that the terms and conditions of the Franchise Agreement are hereby approved by the City Council, including the consideration for the franchise and other considerations.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication and in accordance with law.

Julia Coleman, Co-Owner of Cane River Paddle & Pedal Sports, thanked the City Council and Mayor for being supportive of her business.

The following Ordinance was Introduced by Mr. Nielsen at the April 26, 2021 City Council meeting as follows:

ORDINANCE NO. 024 OF 2021

AN ORDINANCE ADOPTING THE MILLAGE RATE FOR THE TAX YEAR 2021

BE IT ORDAINED, that the following millage(s) are hereby levied on the 2021 tax roll on all property subject to taxation by the City of Natchitoches:

MILLAGE

Public Safety Tax	10.000	mills
General Alimony Tax	<u>7.030</u>	mills
TOTAL MILLAGE	17.030	mills

BE IT FURTHER ORDAINED, that the proper administrative officials of the Parish of Natchitoches, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2021, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

The foregoing ordinance was read in full, the roll was called on the adoption thereof, and the ordinance was adopted by the following votes:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the board meeting held on _____, 20____, at which meeting a quorum was present and voting.

Natchitoches, Louisiana, this ____ day of _____, 20____.

(Signature of authorized person of the taxing district)

A motion was made by Councilwoman Sawyer to amend the agenda to add Ordinance 025 of 2021, and Seconded by Councilman Harrington, and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

The following ordinance, having been introduced on April 26, 2021, in writing and in the form required for adoption, and a public hearing held thereon on May 10, 2021, was offered for final adoption by Mr. Harrington and seconded by _____:

ORDINANCE NO. 025 of 2021

An ordinance providing for the incurring of debt and issuance of Sales Tax Refunding Bonds, Series 2021 of the City of Natchitoches, State of Louisiana; prescribing the form, terms and conditions of said Bonds; providing for the acceptance of an offer for the purchase of said Bonds; and providing for other matters in connection therewith.

WHEREAS, the City Council of the City of Natchitoches, State of Louisiana (the "**Governing Authority**"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "**Issuer**"), is now levying and collecting a special one percent (1%) sales and use tax (the "**Tax**") pursuant to special elections held on January 11, 1966, July 23, 1968, September 13, 1980, and April 9, 2016. The Issuer has been authorized to fund bonds up to fifty percent (50%) of the revenues of the Tax, authorized at the April 9, 2016, election where the following proposition (the "**Proposition**") was approved by a majority of the qualified electors voting in such election, viz:

PROPOSITION
(SALES TAX REDEDICATION)

Shall the revenues heretofore and hereafter derived from the levy of the existing one percent (1%) sales and use tax (the "**Tax**") now being collected in the City of Natchitoches, State of Louisiana (the "**City**"), pursuant to special elections held in said City on January 11, 1966, July 23, 1968 and September 13, 1980 (an estimated \$3,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), be rededicated and used as follows: (i) 50% for the purposes of constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith; and (ii) 50% for the purposes of constructing, acquiring and improving public streets, drainage, parks and recreation facilities and buildings; and constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith?

WHEREAS, the Issuer acting through its Governing Authority has heretofore issued (i) Sales Tax Bonds, Series 2018 (the "**Series 2018 Bonds**"), of which \$10,460,000 is outstanding, and (ii) Sales Tax Bonds, Series 2019 (the "**Series 2019 Bonds**"), of which \$1,335,000 is outstanding; and

WHEREAS, Capital One Public Funding, LLC ("**COPF**"), the owner of the Series 2018 Bonds and the Series 2019 Bonds, has consented to the refunding of the March 1, 2023 through March 1, 2033 mandatory redemptions of the Series 2018 Bonds and the Series 2019 Bonds (such Series 2018 Bonds and Series 2019 Bonds being refunded are hereinafter referred to as the "**Refunded Bonds**"), as further described on **Exhibit A** hereto, such consent being expressly contingent upon the payment of the accrued interest due on the Refunded Bonds on the delivery of the Bonds (as defined herein) to COPF; and

WHEREAS, the Issuer has found and determined that the refunding of the Refunded Bonds will be financially advantageous to the Issuer, and pursuant to Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 39:1430 and other constitutional and statutory authority (the "**Act**"), it is now the desire of this Governing Authority to adopt this ordinance to provide for the issuance of Eleven Million One Hundred Sixty Five Thousand Dollars (\$11,165,000) of its Sales Tax Refunding Bonds, Series 2021 (the "**Bonds**"), for the purpose of refunding the Refunded Bonds and paying the costs of issuance of the Bonds, to fix the details of the Bonds and to sell the Bonds as set forth herein; and

WHEREAS, it is necessary to provide for the application of the proceeds of the Bonds and to provide for other matters in connection with the payment or redemption of the Refunded Bonds; and

WHEREAS, upon the issuance of the Bonds, the Issuer will have no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the revenues of the General Purpose Portion (defined herein) of the Tax pledged, EXCEPT the (i) unrefunded Series 2018 Bonds, and (ii) unrefunded Series 2019 Bonds (collectively, the "**Outstanding Parity Bonds**"); and

WHEREAS, the maximum amount of principal and interest due in any year on the Bonds and the Outstanding Parity Bonds does not exceed seventy-five percent (75%) of the General Purpose Portion of the Revenue of the Tax (as hereinafter defined) estimated to be received by the Issuer in the year in which the Bonds are issued; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the payment of the principal and interest of the Refunded Bonds and to provide for the call for prepayment of the Refunded Bonds; and

WHEREAS, the Issuer desires to sell the Bonds to the Lender thereof and to fix the details of the Bonds and the terms of the sale of the Bonds, pursuant to the Offer to Lend attached hereto;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the Issuer, that:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1. **Definitions.** The following terms shall have the following meanings unless the context otherwise requires:

"Act" shall mean Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 39:1430 and other constitutional and statutory authority.

"Additional Parity Bonds" shall mean any *pari passu* additional bonds which may hereafter be issued pursuant to Section 9.1 hereof on a parity with the Bonds.

"Bond" or "Bonds" shall mean any or all of the Sales Tax Refunding Bonds, Series 2021, of the Issuer, 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" or "Ordinance" shall mean this ordinance, as it may be amended and supplemented as herein provided.

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

"Business Day" shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"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 disbursements of consultants and advisory professionals, placement agent fees, 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 Issuer in connection with the original issuance of Bonds.

"Executive Officers" means collectively the Mayor and the Clerk of the City of Natchitoches, State of Louisiana.

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

"General Purpose Portion" means the 50% portion of the Revenues of the Tax authorized by numbered subparagraph (ii) of the Sales Tax Rededication Proposition of April 9, 2016.

"Governing Authority" means the City Council of the Parish of Natchitoches, State of Louisiana.

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

"Interest Payment Date" shall mean March 1 and September 1 of each year, commencing September 1, 2021.

"Issuer" or **"City"** means the City of Natchitoches, State of Louisiana, and its successors or assigns.

"Lender" means Capital One Public Funding, LLC, the original owner of the Bonds, and its successors and assigns as permitted herein.

"Offer to Lend" means the Offer to Lend of the Lender attached hereto as **Exhibit C**.

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

1. Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Bonds or portions thereof for which payment sufficient funds or Government Securities have been paid to or theretofore deposited in trust for the owners of such Bonds; and

3. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance;
4. Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Bond Ordinance or by law.

"Outstanding Parity Bonds" means, the (i) unrefunded Series 2018 Bonds, and (ii) unrefunded Series 2019 Bonds.

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

"Paying Agent" means Regions Bank, Baton Rouge, Louisiana, until such time as a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance and thereafter "Paying Agent" shall mean such successor 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.

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

"Refunded Bonds" shall mean the March 1, 2023 through March 1, 2033 mandatory redemptions of the Series 2018 Bonds and the Series 2019 Bonds in the aggregate principal amount of \$10,985,000, which are being refunded by the Bonds, as more fully described in **Exhibit A** hereto.

"Series 2018 Bonds" shall mean the Issuer's outstanding Sales Tax Bond, Series 2018.

"Series 2019 Bonds" shall mean the Issuer's outstanding Sales Tax Bond, Series 2019.

"State" shall mean the State of Louisiana.

"Revenues of the Tax" means the avails or proceeds of the Tax, subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax.

"**Tax**" means the special one percent (1%) sales and use tax authorized pursuant to special elections held on January 11, 1966, July 23, 1968, September 13, 1980 and April 9, 2016, of which tax the Issuer is now receiving fifty percent (50%) of the Revenues of the Tax.

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; Refunding of Refunded Bonds**. This Bond Ordinance creates a series of Bonds, consisting of a single bond, of the Issuer to be designated "Sales Tax Refunding Bonds, Series 2021, of the City of Natchitoches, State of Louisiana" and provides for the full and final payment of the principal of and interest on all the Bonds.

The Bonds issued under this Bond Ordinance shall be issued for the purpose of refunding the Refunded Bonds and paying the Cost of Issuance. Provision having been made herein for the orderly redemption of all the Refunded Bonds and payment of accrued interest thereon to COPF, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Ordinance, the Issuer is expected to have no future obligation with reference to the Refunded Bonds.

SECTION 2.2. **Bond Ordinance to Constitute Contract**. In consideration of the purchase and acceptance of the Bonds when, as and if delivered 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.

SECTION 2.3. **Obligation of Bonds**. The Bonds shall be secured by and payable solely from an irrevocable pledge and dedication of the avails or proceeds of the Tax. This Governing Authority does hereby obligate itself and its successors in office to impose and collect the Tax in each year, and does hereby irrevocably and irrepealably dedicate, appropriate and pledge the

annual income to be derived from the assessment, levy and collection of the Tax in each year to the payment of the Bonds.

SECTION 2.4. **Authorization and Designation.** Pursuant to the provisions of the Act there is hereby authorized the incurrence of debt and the issuance of Eleven Million One Hundred Sixty Five Thousand Dollars (\$11,165,000) principal amount of Bonds of the Issuer to be designated "*Sales Tax Refunding Bonds, Series 2021, of the City of Natchitoches, State of Louisiana,*" for the purpose of refunding the Refunded Bonds and paying the Costs of Issuance. The Bonds shall be in substantially the form set forth as **Exhibit B** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Ordinance.

SECTION 2.5. **Dates, Maturities and Interest.** The Bonds shall be issued in the form of a single, fully registered bond, numbered R-1, in the principal amount of \$11,165,000, shall be dated the date of delivery thereof (expected to be May 25, 2021) and mature in installments as set forth in Section 5.2 of this Bond Ordinance. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, at the interest rate of 2.75% per annum and shall mature on March 1, 2033.

The principal of and interest on the Bonds shall be payable by wire transfer or other form of electronic payment in accordance with the written account instructions provided by the Owner or, with the Owner's written consent, by such other commercially reasonable method of payment, directly to the Owner shown on the Bond Register, provided, however, that principal of the Bonds at final maturity shall be payable at the designated office of the Paying Agent upon presentation and surrender thereof. Notwithstanding anything in this Ordinance to the contrary, prior to the Maturity Date or the earlier payment in full of the Bonds, payments of principal of and interest on the Bonds will be payable without presentation and surrender hereof. Each Bond delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Bonds shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

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 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 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. **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 designated corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds.

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

The Bonds may be transferred, registered and assigned only on the Bond Register, 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 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 \$250,000, or any integral of \$5,000 in excess thereof. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bonds during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

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 to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on a Record Date or any date of selection of Bonds to be prepaid and ending at the close of business on the Interest Payment Date.

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 Bonds, 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 Bonds 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 cancelled, or be destroyed, stolen or lost, the Issuer may in its discretion adopt an ordinance and thereby authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly cancelled 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 reasonably satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity in form and substance reasonably acceptable to the Issuer and the Paying Agent, (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 3.3 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 original, 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, cancelled or destroyed bond under the authority of the Act."

Such duplicate Bond may be signed by the facsimile signatures of the same officers 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. **Cancellation of Bonds**. All Bonds paid, 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 Chief Financial Officer of the Issuer an appropriate certificate of cancellation.

SECTION 3.4. **Execution**. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Executive Officers, 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 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 3.5. **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 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 this Bond Ordinance.

SECTION 3.6. **Recital of Regularity**. This Governing Authority, having investigated the regularity of the proceedings had in connection with this issue of Bonds, and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

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

ARTICLE IV SINKING FUND; PAYMENT OF BONDS

SECTION 4.1. **Sinking Fund**. (a) There is hereby established a special fund known as "*City of Natchitoches, State of Louisiana, Sales Tax Refunding Bonds, Series 2021 Sinking Fund*," (the "***Sinking Fund***") said Sinking Fund to be maintained with the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit the General Purpose Portion received by the

Issuer in a Fiscal Year, after the payment of all reasonable and necessary expenses in the collection and administration of the General Purpose Portion, in the Sinking Fund at least one (1) day in advance of the date on which each payment of principal and/or interest falls due, funds fully sufficient to promptly pay the principal and/or interest so falling due on the Bonds, the Outstanding Parity Bonds, and any Additional Parity Bonds theretofore issued and outstanding in such Fiscal Year. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent or Owners, as the Issuer may direct, funds fully sufficient to pay promptly the principal and interest falling due on such date.

(b) It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have actually been set aside out of the revenues of the General Purpose Portion for any year sufficient to pay the principal and interest on the Bonds for that year, and all required amounts have been deposited in the aforesaid Sinking Fund established for the Bonds, then any annual revenues of the General Purpose Portion remaining in that year shall be free for expenditure by the Issuer for the purposes for which the Tax is authorized.

(c) All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Ordinance shall constitute sacred funds held in trust 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.

(d) All or any part of the moneys in the Sinking Fund shall be invested or secured in accordance with the provisions of the laws of the State.

SECTION 4.2. **Payment of Bonds.** The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal of and the interest on the Bonds, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

ARTICLE V PREPAYMENT OF BONDS

SECTION 5.1. **Optional Prepayment of Bonds.** The Bonds are not subject to prepayment prior to March 1, 2031, without the written consent of the Owner. The unpaid principal of the Bonds shall be subject to prepayment prior to maturity in whole only, and not in part, at any on any interest payment date beginning on March 1, 2031 at the option of the Issuer, at the prepayment price equal to 100% of the par amount of the Bonds to be prepaid plus accrued interest on the Bonds, if any, to the prepayment date.

Official notice of such call of all or any portion of the Bonds for optional prepayment will be given by accepted means of electronic communication, not less than thirty-five (35) days prior to the prepayment date addressed to the registered owner of each bond to be prepaid at his address as shown on the registration books of the Paying Agent. The notice provided for any optional prepayment may provide that such optional prepayment is conditioned upon the availability of funds therefor.

SECTION 5.2. **Payments of Principal.** The Bonds shall be issued for convenience as a single Bond, the principal of which (plus accrued interest thereon) shall be paid in installments without necessity of notice on March 1 in the years and in the principal amounts set forth below:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
2022	35,000
2023	875,000
2024	905,000
2025	930,000
2026	955,000
2027	980,000
2028	1,010,000
2029	1,035,000
2030	1,065,000
2031	1,095,000
2032	1,125,000
2033*	1,155,000

* Final Maturity

ARTICLE VI APPLICATION OF BOND PROCEEDS

SECTION 6.1. **Application of Bond Proceeds.** As a condition to the issuance of the Bonds, there is hereby authorized and directed the application of the proceeds from the sale of the Bonds to the payment and redemption of the Refunded Bonds in principal and interest and the remainder to the Costs of Issuance thereof.

**ARTICLE VII
SUPPLEMENTAL BOND ORDINANCES**

SECTION 7.1. **Supplemental Ordinances Effective With Consent of Owners.** Any modification or amendment of the 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 maturity or prepayment of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount 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, or change the obligation of the Issuer to levy and collect taxes 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 Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

A supplemental ordinance, upon the filing with the Paying Agent of a certified copy thereof, shall become fully effective in accordance with its terms.

**ARTICLE VIII
TAX COVENANTS; CONTINUING DISCLOSURE**

SECTION 8.1. **Tax Covenants.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code to in order 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 in any manner, 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 in a manner which would cause the Bonds to be "private activity bonds" under the Code.

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

SECTION 8.2. **Qualified Tax-Exempt Obligations.** The Bonds are not designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 8.3. **Disclosure Under SEC Rule 15c2-12.** The Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities and Exchange Commission [17 CFR 240.15c2-12].

ARTICLE IX ADDITIONAL PARITY BONDS

SECTION 9.1. **Issuance of Additional Parity Bonds.** The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the proceeds of the Tax having priority over or parity with the Bonds and the Outstanding Parity Bonds, except that additional bonds may hereafter be issued on a parity with the Bonds and the Outstanding 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) of this Section).

(b) Additional bonds may be issued on and enjoy a full and complete parity with the Bonds and the Outstanding Parity Bonds with respect to the General Purpose Portion, provided that:

(1) the highest amount of the combined principal and interest requirements for any future Fiscal Year on the Bonds, the Outstanding Parity Bonds and the said additional bonds may not exceed 75% of the revenues estimated to be realized by the Issuer from the levy of the General Purpose Portion of the Tax in the year in which such additional bonds are issued; and

(2) the revenues of the General Purpose Portion of the Tax actually received by the Issuer in each of the prior two (2) Fiscal Years prior to the issuance of such additional

bonds is greater than 133% of the highest amount of the combined principal and interest requirements for any future Fiscal Year on the Bonds, the Outstanding Parity Bonds and the said additional bonds.

As a condition to the issuance of additional bonds pursuant to this Section 9.1, the Issuer must be in full compliance with all covenants and undertakings in connection with the Bonds and there must be no delinquencies in payments required to be made in connection therewith.

It is expressly provided that junior and subordinate bonds may be issued so long as the highest amount of the combined principal and interest requirements for any future Fiscal Year on the Bonds, the Outstanding Parity Bonds, any additional bonds issued pursuant to the provisions of Section 9(a) or (b) above, and the proposed junior and subordinate bonds do not exceed 100% of the revenues estimated to be realized by the Issuer from the levy of the General Purpose Portion of the Tax in the year in which such additional bonds are issued. The restriction in the forgoing sentence shall apply only to bonds or other obligations of the Issuer payable exclusively from a lien on the Tax.

ARTICLE X REMEDIES ON DEFAULT

SECTION 10.1. **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 the 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 any Owner; 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 shall be entitled to exercise all remedies available at law and at equity, including mandamus or other civil proceeding to compel performance of all duties of the officials of the Issuer, including levying and collecting the General Purpose Portion and the proper segregation of the revenues of the General Purpose Portion, and shall be entitled to exercise all rights and powers for which provision is made under Louisiana 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 having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of Regions 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 Bond Ordinance by executing and delivering to the Executive Officers a written acceptance thereof. The Governing Authority reserves the right to appoint a successor Paying Agent by filing with the Person then performing such function a certified copy of an ordinance giving notice of the termination of the agreement and appointing a successor and causing notice to be given to each Owner. Furthermore, the Paying Agent may be removed by the Issuer at any time for any breach of its duties set forth herein, affective upon appointment of a successor Paying Agent as set forth above. Every Paying Agent appointed hereunder shall at all times be a trust company or bank organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority.

ARTICLE XII MISCELLANEOUS

SECTION 12.1. **Defeasance.** If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest become due thereon, at the times and in the manner stipulated therein and in the Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners 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 Bond Ordinance which are not required for the payment of Bonds not theretofore surrendered for such payment.

Bonds or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at

the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

The investments in any defeasance escrow relating to the Bonds shall be limited to noncallable Government Securities or as otherwise may be approved by the Lender. At least ten (10) Business Days prior to any defeasance, the Issuer shall deliver to the Lender copies of an escrow agreement, an opinion regarding the validity and enforceability of the escrow agreement and no adverse tax opinion and a verification report (a "**Verification Report**") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding sufficiency of the escrow. Such opinion and Verification Report shall be addressed to the Lender and shall be in form and substance satisfactory to the Lender. In addition, the escrow agreement shall provide that:

- (1) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Bonds is excludable) from gross income of the holders of the Bonds of the interest on the Bonds for federal income tax purposes and the prior written consent of the Lender, which consent will not be unreasonably withheld;
- (2) The Issuer will not exercise any prior optional redemption of the Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless as a condition to any such redemption there shall be provided to the Lender a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption; and
- (3) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Lender.

SECTION 12.2. **Evidence of Signatures of Owners and Ownership of Bonds.** Any request, consent, revocation of consent or other instrument which the 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 the execution of any such instrument, or of an instrument appointing any such attorney, or the ownership by any person of the Bonds shall be sufficient for

any purpose of the 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:

- (a) 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 (except in the case of any consent delivered by the Owner, such consent shall be notarized) 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;
- (b) 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.
- (c) 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 Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Paying Agent, and the Owners of the Bonds any right, remedy or claim under or by reason of the Bond Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond 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 and the owners of the Refunded 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 the 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 ensure 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; Contingency**. In case any one or more of the provisions of the 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 the Bond Ordinance or of the Bonds, but the 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 the Bond Ordinance which validates or makes legal any provision of the Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Bond Ordinance and to the Bonds.

Notwithstanding anything herein to the contrary, this Bond Ordinance, and each and every term contained herein, is expressly made contingent upon approval of the sale and delivery of the Bonds by the Louisiana State Bond Commission (such approval expected on May 20,2021).

SECTION 12.9. **Publication of Bond Ordinance**. 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.

SECTION 12.10. **Execution of Documents**. In connection with the issuance and sale of the Bonds, the Executive Officers 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 this Bond Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 12.11. **Post-Issuance Compliance.** The Executive Officers and/or their designees are directed to establish written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

SECTION 12.12. **Audit; Budget.** The Issuer shall provide the Owner of the Bonds upon his, her, or its request with the following items:

- (a) the Issuer's annual audited financial statements as soon as available after the Issuer's Fiscal Year end; and
- (b) the Issuer's annual operating budget for a Fiscal Year as soon as available following the beginning of such Fiscal Year.

SECTION 12.13. **Waiver.** No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder will constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

SECTION 12.14. **No Separate Rating; No CUSIP.** The Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 12.15. **EMMA Postings.** In the event the Issuer files with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), this Ordinance or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, or any other document or certificate signed or delivered by the Lender, either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule") (each such posting, an "EMMA Posting"), the Issuer shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Issuer acknowledges and agrees that the Lender is not responsible for the Issuer's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule. "Confidential Information" means any sensitive or confidential information regarding the Issuer or the Lender including, without limitation, address

and account and wiring information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees or representatives of the Issuer and the Lender.

ARTICLE XIII SALE OF BONDS

SECTION 13.1. **Award of Bonds.** The Issuer hereby accepts the Offer to Lend of the Lender for the Bonds, which Offer to Lend is attached as **Exhibit C** hereto, and the execution of the Offer to Lend by the Mayor is hereby accepted; provided, however, the at the schedule of maturities set forth in Section 5.2 hereof shall supersede and replace that schedule attached to the Offer to Lend. As a condition to the delivery of the Bonds to the Lender, the Lender will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Bonds and is extending credit in the form of the Bonds as a vehicle for making a commercial loan to the Issuer; however, nothing herein shall limit the right of the Owner or its permitted assignees to sell any participation interests in the Bonds.

ARTICLE XIV PREPAYMENT OF REFUNDED BONDS

SECTION 14.1 **Call for Prepayment.** Pursuant to the consent set forth in the Offer to Lend, and subject only to the actual delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption at the principal amount thereof and accrued interest to the call date in compliance with the ordinance authorizing their issuance.

SECTION 14.2. **Notices of Call for Redemption.** In accordance with the ordinance authorizing the issuance of the Refunded Bonds, Notices of Call for Redemption for the Refunded Bonds in substantially the forms attached hereto as **Exhibit D**, have been sent by the paying agent for the Refunded Bonds to the registered owners as the same appear on the registration books of said paying agent, which notices are hereby ratified and approved.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

This Bond Ordinance having been adopted by a favorable vote of a majority of the membership of the City Council, on this, the 10th day of May, 2021, shall become effective and be in full force immediately.

Stacey McQueary, City Clerk

Ronnie Williams, Jr., Mayor

**EXHIBIT A
TO BOND ORDINANCE**

OUTSTANDING BONDS TO BE REFUNDED

Sales Tax Bond, Series 2018

<u>Year</u> <u>(March 1)</u>	<u>Interest Rate</u> <u>Per Annum</u>	<u>Principal</u> <u>Amount</u>
2023	3.29%	750,000
2024	3.29%	775,000
2025	3.29%	800,000
2026	3.29%	825,000
2027	3.29%	850,000
2028	3.29%	880,000
2029	3.29%	910,000
2030	3.29%	940,000
2031	3.29%	970,000
2032	3.29%	1,000,000
2033	3.29%	1,035,000

**EXHIBIT A
TO BOND ORDINANCE**

OUTSTANDING BONDS TO BE REFUNDED

Sales Tax Bond, Series 2019

<u>Year (March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2023	90,000	3.7%
2024	95,000	3.7%
2025	100,000	3.7%
2026	105,000	3.7%
2027	110,000	3.7%
2028	115,000	3.7%
2029	115,000	3.7%
2030	120,000	3.7%
2031	125,000	3.7%
2032	135,000	3.7%
2033	140,000	3.7%

**EXHIBIT B
TO BOND ORDINANCE**

FORM OF BOND

NO. R-1

PRINCIPAL AMOUNT \$11,165,000

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF NATCHITOCHEs

SALES TAX REFUNDING BOND, SERIES 2021
OF
THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
May 25, 2021	March 1, 2033	2.75%

THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA (the "*Issuer*"), promises to pay, but solely from the source and as hereinafter provided, to:

CAPITAL ONE PUBLIC FUNDING, LLC

or its successors or registered assigns, the Principal Amount set forth above, to the extent not already paid, 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, at the Interest Rate per annum set forth above on a 30/360 basis, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021 (each an "*Interest Payment Date*"). The principal of this Bond, on the Maturity Date set forth above or upon earlier prepayment in whole but not in part, is payable in lawful money of the United States of America at the designated office of Regions Bank, Baton Rouge, Louisiana, or successor thereto (the "*Paying Agent*"), upon presentation and surrender hereof. Prior to the final payment on the Maturity Date, payments of principal and interest on this Bond are payable by the Paying Agent or the Issuer to the Owner (determined as of the close of business on the Record Date) by wire transfer or other form of electronic payment in accordance with the written instructions provided by the Owner or, with the Owner's written consent, by such other commercially reasonable method of payment. Notwithstanding anything in this Bond or the Ordinance (as hereafter defined) to the contrary, prior to the Maturity Date or the earlier payment in full of this Bond, payments of principal of and interest on this Bond will be payable without presentation and surrender hereof.

This Bond comprises the entire issue aggregating in principal the sum of Eleven Million One Hundred Sixty Five Thousand Dollars (\$11,165,000) of Sales Tax Refunding Bonds, Series 2021, said Bond having been issued by the Issuer pursuant to an Ordinance adopted by its governing authority on May 10, 2021 (the "**Ordinance**"), for the purpose of refunding the outstanding March 1, 2023 through March 1, 2033 mandatory redemptions of the Issuer's Sales Tax Bond, Series 2018 and Series 2019, and paying the costs of issuance of this Bond, under the authority conferred by Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 39:1430 and other constitutional and statutory authority (the "**Act**").

This Bond is not subject to prepayment prior to March 1, 2031, without the consent of the Owner. The unpaid principal of this Bond shall be subject to prepayment prior to maturity in whole only, and not in part, at any time after March 1, 2031 at the option of the Issuer, at the prepayment price equal to 100% of the par amount of this Bond to be prepaid plus accrued interest thereon, if any, to the prepayment date.

Official notice of such call of all or any portion of this Bond for optional prepayment will be given by accepted means of electronic communication, not less than thirty-five (35) days prior to the prepayment date addressed to the registered owner of each bond to be prepaid at his address as shown on the registration books of the Paying Agent. The notice provided for any optional prepaid may provide that such optional prepaid is conditioned upon the availability of funds therefor.

The principal of this Bond shall be paid in installments without necessity of notice on May 1 in the years and in the principal amounts set forth below (plus accrued interest thereon):

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
2022	35,000
2023	875,000
2024	905,000
2025	930,000
2026	955,000
2027	980,000
2028	1,010,000
2029	1,035,000
2030	1,065,000
2031	1,095,000
2032	1,125,000
2033*	1,155,000

The Issuer shall cause to be kept at the designated office of the Paying Agent a register (the "**Bond Register**") in which registration of this Bond and of transfers of this Bond shall be made as provided in the Ordinance. This Bond may be transferred, registered and assigned only on the Bond Register, which such registration shall be at the expense of the Issuer, and only by the execution of an assignment form on this Bond. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form.

This Bond is issued on a complete parity with the Issuer's outstanding (i) unrefunded Series 2018 Bonds and (ii) unrefunded Series 2019 Bonds (collectively, the "**Outstanding Parity Bonds**"). It is certified that the Issuer, in issuing this Bond, has complied with all the terms and conditions set forth in the ordinance authorizing the issuance of the Outstanding Parity Bonds.

This Bond, equally with the Outstanding Parity Bonds, is secured by an irrevocable pledge and dedication of the avails or proceeds, of up to fifty percent (50%) (the "**General Purpose Portion**") of the avails or proceeds of the one percent (1%) sales and use tax (the "**Tax**") levied and collected pursuant to special elections held on January 11, 1966, July 23, 1968, September 13, 1980, and April 9, 2016, subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (the "**Revenues of the Tax**"). For a complete statement of the Tax revenues from which and conditions under which this Bond is issued, reference is hereby made to the Ordinance. The Issuer, in the Ordinance, has also entered into certain other covenants and agreements with the registered owner of this Bond for the terms of which reference is made to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 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 issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. 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 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, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in its name by the manual signatures of the Mayor of the Issuer and the Clerk of the governing authority, and its corporate seal to be impressed hereon.

THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA

Clerk

Mayor

[SEAL]

* * * * *

PAYING AGENT'S CERTIFICATE OF REGISTRATION

This Bond is the Bond referred to in the within mentioned Ordinance.

Date of Registration: _____, 2021

By: _____
Clerk, City of Natchitoches

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within bond and all rights thereunder unto the following Assignee:

Name: _____

Address: _____

who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Bond, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Lender Certificate executed by the original owner of this Bond as referenced in the Ordinance.

_____, Assignee

_____, Assignor

By: _____

By: _____

Its: _____

Its: _____

Date: _____

SCHEDULE I
[DEBT SERVICE SCHEDULE]

**EXHIBIT C
TO BOND ORDINANCE**

[ATTACH OFFER TO LEND]

**EXHIBIT D
TO BOND ORDINANCE**

NOTICE OF CALL FOR REDEMPTION

**SALES TAX BOND, SERIES 2018
(MATURING MARCH 1, 2033)
OF
THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN that, a portion of the Sales Tax Bond, Series 2018 of the City of Natchitoches, State of Louisiana, consisting of all of the mandatory redemptions of said issue scheduled from May 1, 2023 through May 1, 2033, inclusive (the "*Refunded Bonds*") are hereby called for redemption on May 25, 2021, at the principal amount thereof and accrued interest to the call date. The Refunded Bonds are more fully described as follows:

<u>Year (March 1)</u>	<u>Interest Rate Per Annum</u>	<u>Principal Amount</u>
2023	3.29%	750,000
2024	3.29%	775,000
2025	3.29%	800,000
2026	3.29%	825,000
2027	3.29%	850,000
2028	3.29%	880,000
2029	3.29%	910,000
2030	3.29%	940,000
2031	3.29%	970,000
2032	3.29%	1,000,000
2033	3.29%	1,035,000

No further interest shall accrue and be payable on the Refunded Bonds from and after May 25, 2021. The Refunded Bonds should not be surrendered for payment until May 25, 2021, and then should be surrendered at the corporate trust office of Regions Bank, Baton Rouge, Louisiana (the "*Paying Agent*"), as follows:

**By Hand, Express Mail
or Courier Service**

Regions Bank
Attn:
[Street Address]
Baton Rouge, LA

By Mail

Regions Bank
Attn:
[Address]
Baton Rouge, LA

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA

By: _____
Stacey McQueary, City Clerk

Date: _____

NOTICE OF CALL FOR REDEMPTION

SALES TAX BOND, SERIES 2019

(MATURING March 1, 2033)

OF

THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA

NOTICE IS HEREBY GIVEN that, a portion of the Sales Tax Bond, Series 2019 of the City of Natchitoches, State of Louisiana, consisting of all of the mandatory redemptions of said issue scheduled from March 1, 2023 through March 1, 2033, inclusive (the "**Refunded Bonds**") are hereby called for redemption on May 25, 2021, at the principal amount thereof and accrued interest to the call date. The Refunded Bonds are more fully described as follows:

<u>Year (March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2023	90,000	3.7%
2024	95,000	3.7%
2025	100,000	3.7%
2026	105,000	3.7%
2027	110,000	3.7%
2028	115,000	3.7%
2029	115,000	3.7%
2030	120,000	3.7%
2031	125,000	3.7%
2032	135,000	3.7%
2033	140,000	3.7%

No further interest shall accrue and be payable on the Refunded Bonds from and after May 25, 2021. The Refunded Bonds should not be surrendered for payment until May 25, 2021, and then should be surrendered at the corporate trust office of Regions Bank, Baton Rouge, Louisiana (the "**Paying Agent**"), as follows:

**By Hand, Express Mail
or Courier Service**

Regions Bank
Attn:
[Street Address]
Baton Rouge, LA

By Mail

Regions Bank
Attn:
[Address]
Baton Rouge, LA

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA

By: _____
Stacey McQueary, City Clerk

Date: _____

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

I, the undersigned Clerk of the City of Natchitoches, State of Louisiana do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the City Council Council on May 10, 2021, providing for the incurring of debt and issuance of Sales Tax Refunding Bonds of the City; prescribing the form, terms and conditions of said Bonds; providing for the acceptance of an offer for the purchase of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 10th day of May, 2021.

Clerk

Mike Busada spoke in reference to Ordinance # 025 of 2021.

The following Resolution was introduced by Mrs. Elie and Seconded by Mr. Harrington as follows, to –wit:

RESOLUTION NO. 031 OF 2021

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS CONSISTING OF RUNWAY 7-25 AND TAXIWAY B1
RECONSTRUCTION, AIRPORT IMPROVEMENT PROGRAM NO. 3-22-0034-025-2021**

(BID NO. 0636)

WHEREAS, the City wishes to advertise for Public Bids Consisting Of Runway 7-25 and Taxiway B1 Reconstruction, Airport Improvement Program No. 3-22-0034-025-2021 (Bid No. 0636).

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Wednesday, May 26, 2021 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 2:00 pm, on Wednesday, May 6, 2021 held at the above mentioned Office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals, the committee members consisting of Debbie Miley, Finance Director; Edd Lee, Director of Purchasing; Larry Cooper, Airport Manager; and Councilman Petite, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

Mayor Williams and Edd Lee spoke in reference to Ordinance #031 explaining the repair of the Taxiway B1 and that it will not cost the city or residents.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Petite as follows, to –wit:

RESOLUTION NO. 032 OF 2021

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN
THE CITY OF NATCHITOCHEES AND ASB UTILITY FOR THE WATER
TREATMENT SYSTEM RENOVATIONS, BACKWASH EFFLUENT TRANSFER
SYSTEM
(BID NO. 0626)**

WHEREAS, the City of Natchitoches (CITY) awarded the bid to ASB Utility Construction (CONTRACTOR) on August 10, 2020 by Ordinance No. 043 of 2020 in the amount of \$682,400.00 for the Water Treatment Renovation, Backwash Effluent Transfer System (Bid No. 0626); and

WHEREAS, on April 7, 2021 CONTRACTOR issued Change Order No. 1, fully described in Attachment “A”; and

WHEREAS, the contract sum will be increased by this **Change Order No. 1** in the amount of **\$8,598.00** and the revised contract total will be **\$690,998.00**; and

WHEREAS, the project Engineer, Henry Shuler, has recommended this change order; and

WHEREAS, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, ASB Utility Construction.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

following Resolution was introduced by Mr. Petite and Seconded by Mr. Harrington as follows, to –wit:

RESOLUTION NO. 033 OF 2021

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 5 TO THE CONTRACT BETWEEN THE CITY OF
NATCHITOCHEES AND REGIONAL CONSTRUCTION, LLC FOR
PHASE 3 STREET REHABILITATION**

(BID NO. 0629)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to Regional Construction, LLC (CONTRACTOR) on October 12, 2020 by Ordinance No. 052 of 2020 in the amount of **\$499,719.25** for Phase 3 Street Rehabilitation (Bid No. 0629); and

WHEREAS, on **October 12, 2020**, the City Council approved **Change Order No. 1** in the amount of **\$61,141.95** making the revised contact total **\$560,861.20**; and

WHEREAS, on **October 12, 2020**, the City Council approved **Change Order No. 1** increasing the contract time from Seventy-five (75) calendar days to Eighty-four (84) calendar days; and

WHEREAS, on **January 11, 2021**, the City Council approved **Change Order No. 2** in the amount of **\$14,790.20** making the revised contact total **\$575,651.40**; and

WHEREAS, on **January 11, 2021**, the City Council approved **Change Order No. 2** increasing the contract time from Eighty-four (84) calendar days to Ninety (90) calendar days; and

WHEREAS, on **March 22, 2021**, the City Council approved **Change Order No. 3** in the amount of **\$126,975.15** making the revised contact total **\$702,626.55**; and

WHEREAS, on **March 22, 2021**, the City Council approved **Change Order No. 3** increasing the contract time from Eighty-four (84) calendar days to Ninety (90) calendar days; and

WHEREAS, on **April 12, 2021**, the City Council approved **Change Order No. 4** in the amount of **\$1,910.00** making the revised contract total **\$704,536.55**; and

WHEREAS, on **April 12, 2021** the City Council approved **Change Order No. 4** increasing the contract time to a total of One Hundred Eleven (111) calendar days; and

WHEREAS, on **April 20, 2021**, the project ENGINEER issued **Change Order No. 5**, fully described in Attachment “A”; and

WHEREAS, the contract sum will be **DECREASED** by this **Change Order No. 5** in the amount of **\$584.15** and the revised contract total will be **\$703,952.40**; and

WHEREAS, the project Engineer, Nick Verret, has recommended this change order; and

WHEREAS, the CITY is of the opinion that **Change Order No. 5** is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to execute the referenced **Change Order No. 5** to the agreement between the City of Natchitoches and the contractor, Regional Construction, LLC.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

The following Resolution was introduced by Mr. Harrington and Seconded by Mr. Elie as follows, to –wit:

RESOLUTION NUMBER 034 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A GRANT AGREEMENT FROM THE FEDERAL AVIATION ADMINISTRATION FOR THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) AWARDED TO THE NATCHITOCHE REGIONAL AIRPORT

WHEREAS, the City of Natchitoches, Louisiana (sometimes hereinafter “City”), submitted to the FAA an Airports Coronavirus Response Grant Program (sometimes hereinafter “ACRGP”) Application dated February 22, 2021 for a grant of Federal funds at or associated with the Natchitoches Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS FURTHER, the City has accepted the terms of the FAA’s Grant offer; and

WHEREAS FURTHER, attached hereto is the Grant Agreement, bearing Grant Number 3-22-0034-024-2020, DUNS Number 020610366, and dated May 11, 2020; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Grant Agreement attached hereto, and has approved its form and does desire to enter into and accept the Grant from the FAA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City to accept the Grant from the FAA in accordance with the “ACRGP” and enter into the Grant Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Ronnie Williams, Jr., to accept the Grant from the FAA and to execute the attached Grant on behalf of the City of Natchitoches; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Ronnie Williams, Jr., be and is hereby authorized, directed and empowered to accept the Grant from the FAA and to enter into and execute the attached Grant on behalf of the City of Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

The following Resolution was introduced by Mrs. Smith and Seconded by Mr. Petite as follows, to –wit:

RESOLUTION NO. 035 OF 2021

A RESOLUTION APPOINTING GARRETT ANDERSON TO FILL THE UNEXPIRED TERM OF MR. TOM MATUSCHA AS A MEMBER OF THE MAYOR’S HEALTH AND FITNESS COUNCIL FOR THE CITY OF NATCHITOCHES

WHEREAS, Mr. Tom Matuscha submitted his resignation to the Mayor’s Health and Fitness Council on February 25, 2021; and

WHEREAS, The Natchitoches City Council wishes to appoint Mr. Garrett Anderson as a member of the Mayor’s Health and Fitness Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby appoint Garrett Anderson to fill the unexpired term of Tom Matuscha as a member of the Mayor’s Health and Fitness Council for the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of April, 2021.

RONNIE WILLIAMS, JR., MAYOR

Chris Ainsworth of Hopeville provide an update on the project.

Announcements

May 4, 2020 Town Hall Meeting

May 5, 2021 District Cleanest City Contest

May 10, 2021 Public Hearing City of Natchitoches Budget

May 10, 2021 Next Scheduled City Council Meeting at 5:30

With no further discussion, Mayor Williams made a motion for adjournment and all were in favor. The meeting was adjourned at 7:12 p.m.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO-TEMPORE