

**PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NATCHITOCHES,  
STATE OF LOUISIANA, REGULAR MEETING HELD ON  
MONDAY, JULY 11, 2022 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, July 11, 2022, at 5:30 p.m.

There were present:

Mayor Ronnie Williams  
Councilman Eddie Harrington  
Councilman Dale Nielsen  
Councilwoman Rosemary Elie  
Councilman Christopher Petite

**Guest:** Vincent Cofield- Affordable Housing Development and Housing Counseling

**Absent:** None

Mayor Ronnie Williams called the meeting to order and welcomed everyone for coming. Mayor Ronnie Williams Jr., led the invocation and Councilman Petite, led the Pledge of Allegiance.

Mayor Williams then called for the reading and approval of the minutes for the June 27, 2022 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

Vincent Cofield provided a presentation of Affordable Housing Development and Housing Counseling.

The following Ordinance was Introduced by Mrs. Elie at the July 11, 2022 City Council meeting as follows:

**ORDINANCE NO. 043 OF 2022**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

Lot 96.4 Feet Front on East Side Williams Avenue, North by Hyams, East By East 2<sup>nd</sup> Street, South by Stroud

**(315 Williams Ave.)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 5, 2022** that the application of Rachel and Tim Lyddy to rezone the property described above from R-1 Residential to R-1 Residential with special exception to operate short term rentals, be **APPROVED**.

**THIS ORDINANCE** was introduced on July 11, 2022 and published in the *Natchitoches Times* on July 14, 2022.

Shontrell Roque explained Ordinance No. 043 of 2022

<b>The following Ordinance was Introduced by Mr. Nielsen, seconded by Mrs. Smith at the July 11, 2022 City Council meeting as follows:</b>				
	<b>ORDINANCE NO.040 OF 2022</b>			
<b>AN ORDINANCE AMENDING THE 2022-2023 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES</b>				
<b>WHEREAS</b> , Louisiana Statute (R.S. 39:1310-1311) requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues and expenditures.				
<b>NOW, THEREFORE BE IT RESOLVED</b> , that the special funds budget be amended to reflect these additional revenues and expenditures as follows:				
		<b>2022-2023</b>	<b>2022-2023</b>	<b>2022-2023</b>
<b>REVENUE</b>	<b>GENERAL FUND REVENUE</b>	<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
001-0000-491-0100	TRANSFERS GENERAL FUND	2,000,000	208,500	2,208,500
<b>GENERAL FUND REVENUE</b>	<b>TOTAL</b>	<b>2,000,000</b>	<b>208,500</b>	<b>2,208,500</b>
		<b>2022-2023</b>	<b>2022-2023</b>	<b>2022-2023</b>
<b>EXPENSES</b>	<b>GENERAL FUND EXPENSES</b>	<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
001-5501-550-9002	CAPITAL ASSETS-MACHINERY & EQUIPMENT		122,000	122,000
001-5700-570-9002	CAPITAL ASSETS-MACHINERY & EQUIPMENT		86,500	86,500
				-
				-
<b>GENERAL FUND EXPENSES</b>	<b>TOTAL</b>	<b>-</b>	<b>208,500</b>	<b>208,500</b>
		<b>2022-2023</b>	<b>2022-2023</b>	<b>2022-2023</b>
<b>REVENUE</b>	<b>UTILITY FUND REVENUE</b>	<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>

002-0000-491-0200		4,950,000	332,135	5,282,135
<b>UTILITY FUND REVENUE</b>	<b>TOTAL</b>	<b>4,950,000</b>	<b>332,135</b>	<b>5,282,135</b>
		<b>2022-2023</b>	<b>2022-2023</b>	<b>2022-2023</b>
<b>EXPENSES</b>	<b>UTILITY FUND EXPENSES</b>	<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
002-6100-610-9003	CAPTIAL ASSETS-VEHICLES	75,000	332,135	407,135
<b>UTILITY FUND EXPENSES</b>	<b>TOTAL</b>	<b>75,000</b>	<b>332,135</b>	<b>407,135</b>
THIS ORDINANCE was introduced on June 14, 2021 and published in the Natchitoches Times on June 17, 2021.				
THIS ORDINANCE was introduced on June 27, 2022 and published in the Natchitoches Times on June 30, 2022.				
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			
NAYES:	None			
ABSENT:	None			
ABSTAIN:	None			
THEREUPON, Mayor Ronnie Williams declared the Ordinance passed by a vote of 5 Ayes to 0				
Nays this 11th day of July, 2022.				
_____				
Ronnie Williams, Jr., MAYOR TEMPORE		Betty Smith, MAYOR PRO		
Delivered to the Mayor on the 12th day of July, 2022 at 10:00 a.m.				

Clarissa Smith explained Ordinance No. 040 of 2022. Carl Sias inquired about details of the Ordinance, Mrs. Smith responded to Mr. Sias question.

The following Ordinance was Introduced by Mrs. Smith at the July 11, 2022 City Council meeting as follows:

**ORDINANCE NO. 041 OF 2022**

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING CURATOR TO REPRESENT ABSENTEES**

**WHEREAS**, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Shields, Cletus & Tamila S. Reliford  
1600 Old Robeline Rd.  
Natchitoches, La 71457  
  
Lot 7 & S 24 FT of Lot 6 Blk C of S & P Add. Having Front of 72.1 Ft. on Lee St. (409 Martin Luther King Dr.)
2. Shields, Grant & Michael Shields  
1093 Shady Grove Rd.  
Natchitoches, La 71457  
  
Lot E ½ Lot 10 & 11 Blk U of S & P Add. **(910 West St.)**
3. Delphin, Terrel A. Jr.  
P.O. Box 82  
Natchitoches, La 71457  
  
Lot NE COR 4<sup>th</sup> & Buard St. 183.7 Ft on 4<sup>th</sup> St. By 150 Ft on Buard. **(801 Fourth.**
4. Luberta Walker  
C/O Cloretha Gay  
1099 Shady Grove Rd  
Natchitoches, La 71457  
  
Lot E Side Pierson St., N By Swett, S by Breazeale & Being A Portion of Lots 28 BLK B of S & P Add. **(153 Pierson St.)**
5. Lewis, Ronnie J.  
P.O. Box 411  
Kent, WA 98053  
  
Lot 80' by 120' E Side Pierson St., N by Green, E by Jones, S by Jones, Being Lot 22 Blk B of S & P Add. **(223 Pierson St.)**



6. Raymond, Frank J., Sr & Eddie T.  
1223 Welch St.  
Natchitoches, La 71457

LOT 9 Block 1 OF Lieber Subd. Of Lot 3 of Breda Property **(1539 Stella St.)**

7. Braxton Rental, LLC  
672 Abbie Dr.  
Natchitoches, La 71457

Lots 5 & 6 of Peoples Subd. **(1203 Rusbo St.)**

8. Dynise Colbert  
510 W. 82<sup>nd</sup> St.  
Shreveport, La 71106

Lot 50 By 100 Ft W. Side Salim St. N. S, & W by Ellis Dean and Being Lot 3 Blk 1 of Ellis Dean Add. **(729 Salim St.)**

The following bond ordinance (the "**Bond Ordinance**"), introduced on July 11, 2022, Mr. Harrington as follow to wit:

**ORDINANCE NO. 042 of 2022**

**A BOND ORDINANCE AUTHORIZING THE ISSUANCE OF REVENUE BONDS, SERIES 2022, OF THE CITY OF NATCHITOCHEs, PARISH OF NATCHITOCHEs, STATE OF LOUISIANA; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; AWARING THE SALE OF THE BONDS TO THE LENDER THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Natchitoches, Parish of Natchitoches, State of Louisiana (the "**City**" or "**Issuer**") is a political subdivision of the State of Louisiana (the "**State**") created and existing pursuant to the Constitution and laws of the State; and

**WHEREAS**, pursuant to the provisions of Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and applicable provisions of the Louisiana Consolidated Local Government Public Finance Act, Sub-Part A, Part II, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (together the "**Act**") and other constitutional and statutory authority, this City Council, acting as the governing authority (the "**Governing Authority**") of the Issuer, desires to issue Two Million Dollars (\$2,000,000) Revenue Bonds, Series 2022 (the "**Bonds**"), to be secured by and payable solely from the Revenues (as herein defined); and

**WHEREAS**, Bonds are being issued for the purposes of providing funding for: (i) the extension and improvement of immovable property, including its component parts, improvements, and ancillary other constructions permanently attached to the ground, commonly referred to as the "Texas and Pacific Railway Depot," a work of public improvement owned by the City; and (ii) paying the costs of issuance of the Bonds (together, the "**Project**"); and

**WHEREAS**, it is the desire of the Governing Authority to pledge the Revenues to the payment of Debt Service on the Bonds; and

**WHEREAS**, it is the desire of the Governing Authority, pursuant to this Bond Ordinance, to provide for the definitive authorization, issuance and sale of the Bonds in the principal amounts herein, to fix the details necessary with respect to the issuance of the Bonds, to provide for the awarding of the Bonds to the purchaser thereof and to provide for other matters in connection therewith.

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

**ARTICLE I**

**DEFINITIONS**

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

**SECTION 1.2. Interpretation.** In this Bond Ordinance, unless the context otherwise requires:

- (a) Articles, sections and paragraphs referred to by number shall mean the corresponding Articles, sections and paragraphs of this Bond Ordinance.
- (b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.
- (c) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms, as used in this Bond Ordinance refer to this Bond Ordinance or sections or paragraphs of this Bond Ordinance and the term "hereafter" means any date after the date of adoption of this Bond Ordinance.

**SECTION 1.3. Limitation of Liability.** THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE ISSUER, AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE, THE PARISH, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE PARISH OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE BONDS ARE LIMITED AND SPECIAL REVENUE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES PURSUANT TO THIS BOND ORDINANCE.

**SECTION 1.4. Remedies.** Nothing expressed or implied in this Bond Ordinance is intended or shall be construed to confer upon or to give any Person, other than the Issuer, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, agreement, condition or stipulation hereof.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE

**SECTION 2.1. Authorization of Bonds/Purpose.** (a) In compliance with and under the authority of the Act, and other constitutional and statutory authority; and pursuant to this Bond Ordinance, there is hereby authorized the incurring of an indebtedness of Two Million Dollars (\$2,000,000) Revenue Bonds, Series 2022 (the "**Bonds**"), for, on behalf of and the name of the Issuer, for the purposes of the Project, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of the Bonds.

(b) The Bonds are being issued for purposes of the Project.

**SECTION 2.2. Bond Ordinance a Contract.** In consideration of the purchase and acceptance of the Bonds by the Lender, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Lender and shall be deemed to be and shall constitute a contract between the Issuer and the Lender or 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. Pledge of Revenues.** The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the unencumbered funds, income, revenue, fees, receipt and/or charges of any nature and from any source whatsoever on deposit with or accruing from time to time to the Issuer and deposited into to the General Fund (including transfer to the General Fund from the Sales Tax Fund) of the City, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are legally dedicated and required for purposes inconsistent with the Project by the electorate, by the terms of

specific grants, by the terms of particular obligation issued or by operation of law (the "**Revenues**"). The Revenues are hereby irrevocably and irrevocably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. All of Revenues shall be set aside in a separate fund, as provided in Section 4.1(c) of this Bond Ordinance and shall be and remain pledged for the security and payment of the Bonds in principal, premium if any, and interest and for all other payments provided for in this Bond Ordinance until the Bonds shall have been fully paid and discharged.

The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues having priority over, or parity with, the Bonds, except in accordance with Section 9.1 of this Bond Ordinance.

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

**SECTION 2.5. Denominations, Dates, Maturities and Interest.** The Bonds shall initially be issued in the form of a single term bond numbered TR-1 in minimum denominations of \$1,000 principal amount or any integral multiple thereof and shall be dated the date of delivery thereof, shall bear interest from date thereof on the basis of twelve (12) thirty day months (30/360) from the closing date or the most recent Payment Date to which interest has been paid or duly provided for, payable on February 1, 2023, and annually thereafter on February 1 and August 1 of each year. The Bonds shall be issued initially in the form of one (1) Term Bond in the full principal amount at the interest rate per annum as follows:

<u>Par Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>
\$2,000,000	4.500%	August 1, 2047

**SECTION 2.6. Acceptance of Offer/Award of Bonds.** The sale of the Bonds to Lender pursuant to the terms set forth in this Bond Ordinance are hereby in all respects approved, ratified and confirmed and after their execution, the Bonds shall be delivered to the Lender, upon receipt by the Issuer of the agreed purchase price. Each Authorized Representative, individually or collectively, is hereby empowered, authorized and directed to execute and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by, either, in their sole discretion, necessary or advisable to implement this Bond Ordinance or facilitate the sale of the Bonds.

### ARTICLE III

#### GENERAL TERMS AND PROVISIONS OF THE BONDS

**SECTION 3.1 Registration, Transfer and Exchange of Bonds.** The Issuer shall cause the Bond Register to be kept by the City Clerk at the Issuer's principal offices and the City Clerk is hereby constituted and appointed the registrar for the Bonds. 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 Registrar. A new Bond or Bonds will be delivered by the Registrar to the last assignee (the new registered Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be minimum denominations of \$100,000 and increments of \$5,000 thereafter for any one maturity, or any integral multiple thereof within a single maturity. The Registrar 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 and ending at the close of business on the Payment Date immediately following such Record Date.

**SECTION 3.2. Registration by Registrar.** 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 Registrar by a duly authorized signatory, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under this Bond Ordinance.

**SECTION 3.3. Recital of Regularity.** The Issuer, 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 Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana."

**SECTION 3.4. Execution of Bonds.** The Bonds shall be executed in the name and on behalf of the Issuer by the manual, facsimile or electronic signature of the Mayor and by the manual, facsimile or electronic signature of the City Clerk of the Issuer. In case any one or more of the officers who shall have

signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been actually delivered such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile or electronic signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile or electronic 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. Mutilated, Destroyed, Lost or Stolen Bonds.** If any mutilated Bond is surrendered to the Issuer and the Issuer receives evidence to their satisfaction of the destruction, loss, or theft of any Bond, and there is delivered to the Issuer such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer that such Bond has been acquired by a bona fide underwriter, the Issuer shall execute and upon its request the Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Bond Ordinance equally and ratably with all other outstanding bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

**SECTION 3.6. Cancellation of Bonds.** All Bonds paid or redeemed either at or before maturity together with all Bonds purchased by the Issuer, shall thereupon be promptly canceled by the Registrar. The Registrar shall upon request promptly furnish to the Issuer an appropriate certificate of cancellation.

**SECTION 3.7. Restrictions on Transfer.** Registered Owner of this Bond shall have the right at any time to assign, transfer or convey this Bond or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Issuer unless and until such registered owner has delivered to the Issuer written notice thereof that discloses the name and address of the

assignee and such assignment. Transfer or conveyance shall be made only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "**1933 Act**"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act; (v) a securitization Special Purpose Vehicle ("**SPV**"), the interests in which SPV are sold to the institutional investors described above in this paragraph; or (vi) an "accredited investor" as such term is defined in Regulation D of the 1933 Act. Nothing herein shall limit the right of the registered owner or its assignees to sell or assign participation interests in this Bond to one or more entities listed in (i) through (vi).

#### **ARTICLE IV**

##### **CREATION OF FUNDS / APPLICATION OF BOND PROCEEDS**

**SECTION 4.1. Funds and Accounts.** The Issuer hereby establishes the following funds and accounts with respect to the Bonds:

- (a) The Series 2022 Bond Proceeds Fund (the "**Bond Proceeds Fund**") to be established and maintained with the Lender and will also be utilized to pay Costs of Issuance;
- (b) The Series 2022 Project Fund (the "**Project Fund**") to be established by the Issuer and maintained in a separate and special account with the Fiscal Agent Bank; and
- (c) The General Fund (the "**General Fund**") previously established by the Issuer and maintained in a separate and special bank account with the Fiscal Agent Bank.

Additional accounts may be created if deemed necessary by Bond Counsel and the Municipal Advisor.

##### **SECTION 4.2. Application of Bond Proceeds.**

- (a) There shall be deposited in the Bond Proceeds Fund the Bond Proceeds, in the amount of Two Million Dollars (\$2,000,000). The Issuer shall retain in the Bond Proceeds Fund (i) an amount sufficient to pay Costs of Issuance with respect to the Bonds; and (ii) transfer



amounts to the Project Fund to pay for costs of the Project, and to reimburse the Issuer for amount previously spent for the Project. The amounts deposited in the Project Fund from the Bond Proceeds Fund shall be designated in the Closing Memorandum.

- (b) The Issuer shall pay Costs of Issuance in the manner and amounts set forth in the Closing Memorandum.

Any funds remaining in the Bond Proceeds Fund one hundred eighty (180) days after the closing of the issuance of the Bonds shall be transferred to the Project Fund and applied as stated herein.

All such deposits shall be made in accordance with the Closing Memorandum.

## **ARTICLE V**

### **SECURITY FOR THE BONDS/**

#### **MAINTENANCE OF FUNDS AND ACCOUNTS**

##### **SECTION 5.1. Security for the Bonds.**

- (a) The Bonds are secured by and payable as to principal, premium, if any, and interest solely from the Revenues, until the Bonds have been fully paid.
- (b) Payment of principal of and interest on the Bonds will be paid from the Revenues in accordance with the terms set forth in the Bonds herein.
- (c) The Issuer hereby unconditionally pledges the Revenues to the full and prompt payment of principal of and interest on the Bonds.
- (d) At the closing of the issuance of the Bonds, the lien of the Revenues will be perfected, preserved and fully protects the security of the Bond Holders in the Revenues. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments and transfers as may be required for securing, assuring, continuing, transferring, conveying, pledging, assigning and confirming unto the Bond Holders or any trustee for the Bond Holders, the Revenues

and any other collateral pledged to the payment of the principal of, premium, if any, and interest on the Bonds.

**SECTION 5.2. Flow of Funds.**

- (a) All Revenues shall continue to be deposited daily as the same may be collected to the credit of the Issuer, in the General Fund (including transfers to the General Fund from the Sales Tax Fund). Revenues in the General Fund shall be used to pay promptly and fully the principal of and the interest on the Bonds, as it becomes due and payable, on each Payment Date. On or before each Payment Date monies representing Revenues in the General Fund shall be transferred to the Lender for payment of interest and principal on the Bonds. The deposits in the General Fund representing Revenues shall be held in pledge and trust as security for the payment of principal and interest on the Bonds.
- (b) Any Revenues remaining in the General Fund that are not required to make the required payments as set forth in (a) hereof may be used by the Issuer for the purposes of: (i) retiring any Bonds in advance of their maturities, either by purchase of Bonds then outstanding at prices not greater than the then applicable redemption prices of said Bonds or by retiring such Bonds at the prices and in the manner set forth in the resolutions providing for the issuance of such bonds; and/or (ii) any other lawful purposes.

**SECTION 5.3. Project Fund.** Bond Proceeds, net of Costs of Issuance, shall be deposited in the Project Fund in accordance with the Closing Memorandum for the purposes of the Project.

Monies in the Project Fund shall be disbursed to the Issuer for the payment of all costs incurred in connection with the Projects pursuant to requisitions in substantially the form of **Exhibit "D"** hereto.

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

Upon certification by the Issuer that all costs incurred in connection with the Project and Costs of Issuance have been paid, any balance remaining in the Project Fund shall be disbursed to the Issuer and the Project Fund shall be closed.

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

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

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

**SECTION 5.5. Funds to Constitute Trust Funds.** The Bond Fund, Project Fund, and General Fund (to the extent of the Revenues) provided for in Section 4.1 hereof shall all be and constitute trust funds for the purposes provided in this Bond Ordinance, and Bonds issued pursuant to this Bond Ordinance shall be and they are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such funds shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State. The Mayor and City Clerk of the Issuer are hereby authorized and directed to execute any instrument necessary to effect this Section.

## ARTICLE VI

### REDEMPTION OF BONDS

**SECTION 6.1. Optional Redemption.** The Bonds are subject to redemption at par (100%) at the option of the Issuer on or after August 1, 2023, in the order directed by the Issuer. In the event there are excess Revenues available after the Issuer makes the payments set forth in Section 5.2(a) above (the "Excess Revenues"), the Issuer may elect to apply some or all of those Excess Revenues in prepayment of the Bonds. In the event of any such prepayment the amortization schedule shall be modified and amended accordingly.

**SECTION 6.2. Scheduled Amortized Redemption.** The Bonds are subject to scheduled amortized redemption prior to maturity in the principal amounts and dates set forth in the Debt Service Schedule attached to the form of the Bonds.

**SECTION 6.3. Notice of Redemption of Bonds.** In the event any of the Bonds are called for optional redemption, the Registrar shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable (which shall be the principal office of the Issuer) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, at least five (5) Business Days prior to the date fixed for redemption to each Owner of the Bonds to be redeemed at its address shown on the Bond Register kept by the Registrar; provided, however, that failure to give such notice to any Bond Holder or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other Bonds.

## ARTICLE VII

### ISSUER COVENANTS

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

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

**SECTION 7.3. Accounting Requirements.** So long as any of the Bonds are outstanding and unpaid in principal, premium, if any, or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the Project and shall cause the same to be performed relative to the application of amounts deposited in each fund established or maintained hereunder.

**SECTION 7.4. Audit / Reporting Requirements.** The Issuer shall cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended. Such audit shall be provided to the Lender or any subsequent Owners of any of the Bonds not later than two hundred ten days (210) days after the close of each Fiscal Year, commencing with the Fiscal Year ended May 31, 2022. The Issuer shall also provide the Lender with written notice of events effecting a material change in its financial statements or the Revenues. The Issuer further agrees that the Lender and any subsequent Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to its operations, and the Revenues.

## ARTICLE VIII

### SUPPLEMENTAL ORDINANCES

**SECTION 8.1. Supplemental Ordinances Effective Without Consent of Bondholders.** For any one or more of the following purposes and at any time from time to time, a resolution supplemental hereto may be adopted, without any consent of the Owners, shall be fully effective in accordance with its terms:

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

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

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

## **ARTICLE IX**

### **ADDITIONAL PARITY OBLIGATIONS**

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

- (a) The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the 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 that may have been enjoyed by the Bonds refunded, provided, however, that if only a portion of Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any Fiscal Year in excess of the principal and interest which would have been required in such Fiscal Year to any of the Bonds refunded thereby, then such Bonds may not be refunded unless the requirements of Section 9.1(b) have been met.
- (b) Additional Parity Obligations, including any other *pari passu* additional bonds as may at any later date be authorized by the Issuer or otherwise, may also be issued, and such Additional Parity Obligations shall be on a parity with the Bonds herein authorized if all of the following conditions are met:
- (i) The Revenues for the Fiscal Year immediately preceding the proposed issuance of the Additional Parity Obligations must have been not less than one and twenty-five hundredths (1.25) times the highest combined principal and interest requirements for any succeeding Fiscal Year period on all the Bonds, including any Additional Parity Obligations theretofore issued and then outstanding, and any other bonds or other obligations whatsoever then outstanding which are payable from the Revenues (but not including bonds which have been refunded or provision otherwise made for their full payment and redemption) and on all the Additional Parity Obligations so proposed to be issued;
  - (ii) The payments to be made into the various funds as described hereinafter must be current;
  - (iii) The existence of the facts required by paragraphs (i) and (ii) above must be determined and certified to in writing by an Authorized Representative of the Issuer; and
  - (iv) The Additional Parity Obligations so proposed to be issued must be payable as to principal on November 1 of each year in which principal falls due, beginning not later than two (2) years from the date of issuance of said Additional Parity Obligations and payable as to interest on February 1 and March 1 of each year.

## ARTICLE X

**EVENTS OF DEFAULT**

**SECTION 10.1. Events of Default/Remedies.** The occurrence of one or more of the following events shall be an Event of Default under this Bond Ordinance and under the Bonds:

- (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise;  
or
- (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or
- (c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Ordinance, any supplemental resolution or in the Bonds contained and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond's outstanding; or
- (d) if the Issuer shall file a petition or otherwise seek relief under any federal or State bankruptcy law or similar law.

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

**ARTICLE XI**

**RESERVED**

**ARTICLE XII**

**MISCELLANEOUS**

**SECTION 12.1. Discharge of Bond Ordinance.** If the Issuer shall pay or cause to be paid, or there shall be paid to the Owner(s) of all outstanding Bonds, the principal (and redemption price) of and interest



on the Bonds, at the times and in the manner stipulated in this Bond Ordinance, then the pledge of the Revenues or any other money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the Issuer to the Lender of Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Lender shall pay over or deliver all money held by it under this Bond Ordinance to the Issuer.

**SECTION 12.2. Defeasance.**

- (a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in this Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Bondholders shall be discharged and satisfied. In such event the Lender 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 Lender shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to this Bond Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.
  
- (b) Bonds of which Defeasance Obligations shall have been set aside and shall be held in trust by the Lender or an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Any Bond shall, prior to maturity or the redemption date thereof; be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case of redemption on any date prior to its maturity, the Issuer shall have given to the Lender in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article VI of this Bond Ordinance, (ii) there shall have been deposited with the Lender or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable redemption price thereof together with all accrued interest and (iii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal or applicable redemption price and all accrued interest shall have been verified by an independent certified public accountant. Neither Defeasance Obligations deposited with the Lender pursuant to this Section 12.2 nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such

principal or interest payments on such Defeasance Obligations deposited with the Lender shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof as the case may be.

**SECTION 12.3. Effect of Registration.** The Issuer, the Registrar, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, nor any agent of either of them shall be affected by notice to the contrary.

**SECTION 12.4. Notices to Bondholders.** Any notices or other communications required or permitted to be given to the Bondholders pursuant to this Bond Ordinance shall be mailed by first class mail in a sealed envelope, postage prepaid, addressed to each such Bondholder as his address last appears on the Bond Register. In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail notice to the Bondholders of any event when such notice is required to be given pursuant to any provision of this Bond Ordinance, then any manner of giving such notice as shall be satisfactory to the Issuer shall be deemed to be sufficient giving of such notice. Any notice herein required may be omitted if the owners of all the Bonds entitled to such notice give to the Issuer a written waiver of such notice.

**SECTION 12.5. Evidence of Signatures of Bondholders and Ownership of Bonds.**

- (a) Any requests, consents, 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 (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Bond Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Issuer, 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 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.
- (b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer in accordance therewith.

**SECTION 12.6. Moneys Held for Particular Bonds.** The amounts held by the Fiscal Agent Bank 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 12.7. Parties Interested Herein.** Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, and the Owners of the Bonds any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation thereof, and all the covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, and the Owners of the Bonds.

**SECTION 12.8. 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 12.9. Successors and Assigns.** Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements

in this Bond Ordinance contained by or on behalf of the Issuer shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**SECTION 12.10. Bonds are "Bank-Qualified".** The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

**SECTION 12.11. Role of Lender.** The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Lender Letter and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Lender Letter, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the Lender Letter and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate.

**SECTION 12.12. Privately Negotiated Loan.** The Issuer acknowledges and agrees that the Lender is purchasing the Bonds as evidence of a privately negotiated loan and in that connection the Bond 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. At closing, the Lender will provide the Lender Letter prior to delivery of the Bonds. In the event that SEC Rule 15(c) 2-12 requires information regarding the Bonds to be reported to EMMA, the Lender reserves the right to review the submission and request that it be redacted in any manner deemed appropriate; provided however, that notwithstanding the foregoing nothing shall prevent the Issuer from complying with its continuing disclosure obligations pursuant to applicable law.

**SECTION 12.13. Lender Requested Changes.** Any changes requested by the Lender to the terms of the Bonds shall be incorporated in this Bond Ordinance as if set forth in their entirety herein.

**SECTION 12.14. Waiver of Jury Trial.** Each of the Issuer and the Lender hereby waive any and all right to a trial by jury in any proceeding to review actions by the Issuer as a municipal body under Louisiana Code of Civil Procedure Article 1732(5) and other constitutional and statutory authority, including matters with respect to any controversy or claim between the Issuer and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Bond Ordinance, the Bonds or any related document.

**SECTION 12.15. US Patriot Act.** The Issuer represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of such Person. The Issuer further represents and warrants to the Lender that the Issuer is not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

**SECTION 12.16 Electronic Signatures.** This Governing Authority consents and agrees to the execution of documents by electronic signature in accordance with the Louisiana Uniform Electronic Transactions Act (La. R.S. 9:2601, et. seq.), and electronically executed documents are deemed binding and legal on all parties to the extent allowed by the provisions of that act.

**SECTION 12.17. Publication of this Bond Ordinance.** A copy of this Bond Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer, as soon as possible after its adoption in the manner provided by law.

**SECTION 12.18. Section Headings.** The headings of the various sections hereof are inserted for convenience of reference.

**SECTION 12.19. Severability.** In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Bond Ordinance and to the Bonds.

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This Bond Ordinance having been submitted to a vote, the vote resulted as follows:

**YEAS: Elie, Nielsen, Smith, Harrington, Petite**

**NAYS: None**

**ABSTAIN: None**

**ABSENT: None**

**WHEREUPON**, this Bond Ordinance was declared to be adopted by the Governing Authority on this 8<sup>th</sup> day of August, 2022.

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**Stacy McQueary, City Clerk**

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**Ronnie William, Jr., Mayor**

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**Betty Sawyer-Smith, Mayor Pro Tempore**

Alex Washington spoke in reference to Ordinance No. 042 of 2022



The following Ordinance was Introduced by Mr. Nielsen at the July 11, 2022 City Council meeting as follows:

**ORDINANCE NO. 044 OF 2022**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHE, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HISTORIC DISTRICT BUSINESS ASSOCIATION INC., PROVIDING FOR AN AUTOMATIC ANNUAL RENEWAL, 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 FURTHER**, the Historic District Business Association, Inc. (sometimes hereinafter “HDBA”) is a non-profit Louisiana corporation that currently coordinates and manages several events in the Natchitoches Historic District, including the Festival of Lights celebration and the Antique Car Show; and

**WHEREAS FURTHER**, the City currently has a vacancy in its position for Main Street Director, and has determined that it will be more cost effective to enter into a Cooperative Endeavor Agreement (sometimes hereinafter “CEA”) with the HDBA wherein the HDBA will undertake and fulfil the responsibilities of a full time Main Street Director; and

**WHEREAS FURTHER**, under the terms of the CEA, the HDBA will continue to manage and coordinate the following events that are currently handled through Main Street:

- Bloomin’ on the Bricks,
- Celebration on the Cane, and
- Witch Way to Main Street

; and

**WHEREAS FURTHER**, under the terms of the CEA, the HDBA will also undertake the following responsibilities:

- (a) Provide Main Street quarterly reporting,
- (b) Attend Main Street quarterly meetings,
- (c) Manage and coordinate Riverbank / Beau Jardin rental and promotion,
- (d) Coordinate with the Community Development Department and Public Works Department on all downtown events,
- (e) Participate in and manage Good Day Cenla and other radio promotions,
- (f) Seek and apply for grants for additional funding, and
- (g) Take necessary steps to retain Main Street Certification
- (h) Help in planning Downtown events hosted by the soon to be established Mayor’s Office of Cultural Affairs (ex. Gospel Fest, Sip and Stroll, Explore Art, etc.)
- (i) Oversee the Miss Merry Christmas Pageant program
- (j) Serve as appointee to the Natchitoches Historic District Development Commission

**WHEREAS FURTHER**, the HDBA will provide the above services through its Director of Festivals and Events; and

**WHEREAS FURTHER**, in exchange for the services provided by the HDBA, the City has agreed that it will provide the following:

- (a) Payment of \$15,000.00, as an annual salary supplement to the Director of Festivals and Events
- (b) Provide furnished office space in the old Chamber building
- (c) Continue to provide full time office staff for the Main Street offices
- (d) Reimburse expenses related to promotion of the Riverbank and Beau Jardin,
- (e) Reimburse expenses related to maintaining Main Street certification

**WHEREAS FURTHER**, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement under which the City and HDBA will each assume the above duties and responsibilities; and

**WHEREAS FURTHER**, the CEA further provides for an automatic annual extension provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the renewal date of the CEA; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; 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 CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana, and will result in a monetary savings to the City; and

**NOW THEREFORE BE IT 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 Cooperative Endeavor Agreement with the Historic District Business Association, Inc.

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

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

**RESOLUTION NO. 062 OF 2022**

**A RESOLUTION APPOINTING MEMBERS TO THE  
NATCHITOCHEH HISTORIC DISTRICT COMMISSION  
FOR THE CITY OF NATCHITOCHEH**

**WHEREAS**, the Mayor of the City of Natchitoches has submitted the following names for appointment to the Natchitoches Historic District Commission as follows, to-wit:

1. Jared Dunahoe
2. Dr. Virginia Crossno
3. Mrs. Sharon Gahagan
4. Dr. Steve Horton
5. Mrs. Melissa Robinson
6. Mrs. Marion Salter
7. Drake Owens

**WHEREAS FURTHER**, Ordinance No. 31 of 1986 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor with consent of the Council

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches that they hereby acknowledge the appointment of the above individuals to the Natchitoches Historic District Commission and hereby approve and consent to same.

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 11th day of July, 2022.

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**RONNIE WILLIAMS, JR., MAYOR**

Shontrell Roque spoke in reference to Resolution NO. 062 of 2022.

A Motion to amend the Title of Resolution NO. 063 of 2022 by Ms. Betty Sawyer Smith, seconded by Mr. Neilsen.

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

<b>AYES:</b>	<b>Elie, Nielsen, Smith, Harrington, Petite</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

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

**RESOLUTION NO. 063 OF 2022**

**A RESOLUTION ADDRESSING ADMINISTRATIVE ASPECTS OF THE COMMUNITY FAÇADE & ECONOMIC ENHANCEMENT COMMITTEE FOR THE FACADE GRANT PROGRAM FOR TEXAS STREET AND WASHINGTON STREET CORRIDORS.**

**WHEREAS,** on April 25, 2022 the City Council adopted Ordinance No. 028 of 2022, approving the terms and form of a Cooperative Endeavor Agreement (CEA) between the City of Natchitoches and the Community Façade & Economic Enhancement Committee for a Façade Grant Program for Texas Street and Washington Street Corridors; and

**WHEREAS,** it is necessary to pay all administrative costs associated with the implementation of the Façade Grant Program; and

**WHEREAS,** administrative fees, within specific limits are included in the Façade Grant Funds, and will not exceed \$5000.00 dollars.

**NOW, THEREFORE BE IT RESOLVE,** that the City of Natchitoches has agreed to utilize the Façade Grant Funds to pay all administrative costs associated with the preparation and implementation of the Façade Grant Program.

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 11th day of July, 2022.

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**RONNIE WILLIAMS, JR., MAYOR**

Mr. Elton Wade and Ms. Clarissa Brown-Smith spoke in reference to Resolution No. 063 of 2022.

A Motion to add Resolution No. 64 of 2022 was made by Ms. Smith and seconded by Mr. Petite

Motion was presented for a vote, and the vote was recorded as follows:

**AYES: Elie, Nielsen, Smith, Harrington, Petite**

**NAYS: None**

**ABSENT: None**

**ABSTAIN: None**

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

**RESOLUTION NO. 064 OF 2022**

**A RESOLUTION ADDRESSING ADMINISTRATIVE ASPECTS OF THE PROPOSED APPLICATION ASSISTANCE FOR GRANT SUBMITTED FOR FUNDING TO THE LOVE LOUISIANA OUTDOORS GRANT PROGRAM**

**WHEREAS**, the City of Natchitoches is desirous of submitting an application to the Love Louisiana Outdoors Grant Program; and

**WHEREAS**, the purpose of the application is to seek grant funding and/or revenue for funding for re-development of Richardson Park on Lake Street; and

**WHEREAS**, it is necessary to acknowledge that employees of the City of Natchitoches will be administering the Love Louisiana Outdoors Grant Program and will cover all administrative costs to administer the program, should funding be awarded.

**WHEREAS**, the City of Natchitoches Administrative Employees have extensive back ground experience with the Louisiana Community Development Block Grant (LCDBG) one that is comparable to the Love Louisiana Outdoors Grant Program.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Natchitoches offers its full support of a grant application submitted by the City of Natchitoches for funding to the Love Louisiana Outdoors Grant Program.

**BE IT FURTHER RESOLVED**, that Mayor Ronnie Williams, Jr., is hereby authorized to sign the grant application and all other administrative documents on behalf of the City of Natchitoches.

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

<b>AYES:</b>	<b>Elie, Nielsen, Smith, Harrington, Petite</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 11th day of July, 2022.

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**RONNIE WILLIAMS, JR., MAYOR**



A motion to amend the agenda and add Resolution No. 065 of 2022 by Mrs. Smith and Seconded By Mr. Nielsen.

Motion was presented for a vote, and the vote was recorded as follows:

**AYES: Elie, Nielsen, Smith, Harrington, Petite**

**NAYS: None**

**ABSENT: None**

**ABSTAIN: None**

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

**RESOLUTION NO. 065 OF 2022**

**A RESOLUTION AUTHORIZING MAYOR RONNIE WILLIAMS, JR., TO HIRE COTHREN GRAFF AND SMOAK, INC. FOR APPLICATION ASSISTANCE FOR GRANT SUBMITTED FOR FUNDING TO THE LOVE LOUISIANA OUTDOORS GRANT PROGRAM**

**WHEREAS**, the City of Natchitoches is desirous of submitting an application to the Love Louisiana Outdoors Grant Program; and

**WHEREAS**, the purpose of the application is to seek grant funding and/or revenue for funding for re-development of Richardson Park on Lake Street; and

**WHEREAS**, the necessary scope of work to be implemented by Cothren Graff and Smoak, Inc. is design and engineering services required to construct the stated improvements requested to be funded; and

**WHEREAS**, the commitment for this scope of work is projected to be in the amount of \$36,000.00 and is subject to being approved for funding under the stated program;

**NOW, THEREFORE BE IT RESOLVED** that the City of Natchitoches has hired Cothren Graff and Smoak, Inc. to provide design and engineering services subject to successful funding relative to the Love Louisiana Outdoors Grant Program and the City of Natchitoches will cover all engineering costs of the project are to be covered by the City.

**BE IT FURTHER RESOLVED**, that the City of Natchitoches offers its full support of a grant application submitted by the City of Natchitoches to the Love Louisiana Outdoors Grant Program.

**BE IT FURTHER RESOLVED**, that Mayor Ronnie Williams, Jr., is hereby authorized to sign the grant application on behalf of 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 11th day of July, 2022.

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**RONNIE WILLIAMS, JR., MAYOR**

