

1 Introduced September 26, 1995, by
2 Councilman Van Sandt, seconded by
3 Councilwoman Livaudais
4

5 Item No. 95-09-1810
6

7
8 **ORDINANCE NO. 2638**
9

10
11 An ordinance authorizing the incurring of debt and issuance of a One Million
12 Seventy-Five Thousand Dollars (\$1,075,000) Certificate of Indebtedness, Series 1995A
13 (the "Certificate"), of the City of Slidell, State of Louisiana; prescribing the form, terms and
14 conditions of said Certificate; designating the date, denomination and place of payment
15 of said Certificate; providing for the payment thereof in principal and interest; providing
16 for the acceptance of the best bid received for the purchase of said Certificate; and
17 providing for other matters in connection therewith.
18

19 WHEREAS, the General Fund Budget for the City of Slidell, State of
20 Louisiana (the "Issuer") for the fiscal year 1995 shows a fund balance in the amount of
21 \$647,673 available for the payment of debt service on a One Million Seventy-Five
22 Thousand Dollars (\$1,075,000) Certificate of Indebtedness, Series 1995A, of the Issuer
23 (the "Certificate"), herein authorized, and, in addition thereto, shows an excess of
24 revenues over statutory, necessary and usual charges and all other expenses for such
25 fiscal year; and

26 WHEREAS, as described above, said budget shows surplus moneys
27 (considering moneys budgeted for the payment of the Certificate as otherwise being
28 surplus) sufficient to meet the maximum principal and interest requirements in any future
29 year on the Certificate, and this Slidell City Council will herein obligate itself and its
30 successors in office to budget and set aside annually adequate funds for the payment of
31 the Certificate in principal and interest in future years; and

32 WHEREAS, Sections 2921 to 2925, inclusive, of Title 33 of the Louisiana
33 Revised Statutes of 1950, as amended (R.S. 33:2921-2925), authorize the Issuer to make
34 and enter into contracts dedicating the excess of annual revenues of subsequent years
35 above statutory, necessary and usual charges to the payment of the cost of public
36 improvements which are to be borne by the Issuer under such contracts, provided all
37 such dedications do not exceed the estimated excess of revenue above statutory, neces-
38 sary, and usual charges for the year in which such contract is made; and
39
40

1 **ORDINANCE NO. 2638**
2 **ITEM NO. 95-09-1810**
3 **PAGE 2**

4
5
6
7 WHEREAS, pursuant to and in accordance with the foregoing, the Issuer
8 now desires to incur debt and issue One Million Seventy-Five Thousand Dollars
9 (\$1,075,000) of its Certificate of Indebtedness, Series 1995A, in the manner authorized
10 and provided by the aforesaid Sections of the Louisiana Revised Statutes of 1950, as
11 hereinafter provided, for the purpose of acquiring and constructing drainage facilities,
12 including necessary sites, title to which shall be in the public, and paying the costs of
13 issuance; and

14 WHEREAS, the Issuer is not now a party to any contract pledging or
15 dedicating its excess annual revenues above statutory, necessary and usual charges; and

16 WHEREAS, it is the desire of this Slidell City Council to fix the details
17 necessary with respect to the issuance of the Certificate and to provide for the
18 authorization and issuance thereof; and

19 WHEREAS, this Governing Authority has found and determined and does
20 hereby find and determine that the offer submitted by Amy Duncan Richardson Trusts,
21 Sue Richardson Trust, Jeanon Richardson Muller and Jane Richardson Schorre
22 (collectively, the 'Purchaser'), is the best offer received for the Certificate; and

23 WHEREAS, this Governing Authority desires to accept said offer and take
24 such action as may be necessary to accomplish the delivery of the Certificate to the
25 Purchaser.

26 NOW, THEREFORE, BE IT ORDAINED by the Slidell City Council, acting
27 as the governing authority of the City of Slidell, State of Louisiana, that:

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

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

32 "**Certificate**" means the Issuer's Certificate of Indebtedness, Series 1995A, autho-
33 rized by this Ordinance, in the total aggregate principal amount of One Million Seventy-
34 Five Thousand Dollars (\$1,075,000).

4
5
6
7 **"Certificate Register"** means the records kept by the Paying Agent at its principal
8 corporate trust office in which registration of the Certificate and transfers of the Certificate
9 shall be made as provided herein.

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

11 **"Executive Officers"** means, collectively, the Mayor of the Issuer and the Clerk
12 of the Council of the Governing Authority.

13 **"Fiscal Year"** means the one-year accounting period ending June 30 of each year,
14 or such other period as may be designated by the Governing Authority as the fiscal year
15 of the Issuer.

16 **"Governing Authority"** means the Slidell City Council.

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

21 **"Interest Payment Date"** means each November 22nd, commencing November
22 22, 1996.

23 **"Issuer"** means the City of Slidell, State of Louisiana.

24 **"Outstanding"** when used with respect to Certificates means, as of the date of
25 determination, all Certificates theretofore issued and delivered under this Ordinance,
26 except:

- 27 1. Certificates theretofore canceled by the Paying Agent or delivered to
28 the Paying Agent for cancellation;
- 29 2. Certificates for which payment or redemption sufficient funds have been
30 theretofore deposited in trust for the owners of such Certificates,
31 provided that if such Certificates are to be redeemed, irrevocable notice
32 of such redemption has been duly given or provided for pursuant to this
33 Ordinance or waived;

- 4
5
6 3. Certificates in exchange for or in lieu of which other Certificates have been
7 registered and delivered pursuant to this Ordinance;
- 8 4. Certificates alleged to have been mutilated, destroyed, lost or stolen which
9 have been paid as provided in this Ordinance or by law; and
- 10 5. Certificates for the payment of the principal (or redemption price, if any) of
11 and interest on which money or Government Securities or both are held in
12 trust with the effect specified in this Ordinance.

13 **"Owner"** or **"Owners"** when used with respect to any Certificate means the
14 Person in whose name such Certificate is registered in the Certificate Register.

15 **"Paying Agent"** means First National Bank of Commerce, in the City of New
16 Orleans, Louisiana, until a successor Paying Agent shall have been appointed pursuant
17 to the applicable provisions of this Ordinance and thereafter "Paying Agent" shall mean
18 such successor Paying Agent.

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

22 **"Purchaser"** means collectively Amy Duncan Richardson Trusts, Sue Richardson
23 Trust, Jeanon Richardson Muller and Jane Richardson Schorre, the original purchasers
24 of the Certificate.

25 **"Record Date"** for the interest payable on any Interest Payment Date means the
26 15th calendar day of the month next preceding such Interest Payment Date.

27 **"Ordinance"** means this ordinance authorizing the issuance of the Certificate, as
28 it may be supplemented and amended.

29 **SECTION 2. Authorization of Certificate; Maturities.** In compliance with the terms
30 and provisions of Sections 2921 to 2925, inclusive, of Title 33 of the Louisiana Revised
31 Statutes of 1950, as amended (R.S. 33:2921 - 33:2925), and other constitutional and
32 statutory authority, there is hereby authorized the incurring of an indebtedness of One
33 Million Seventy-Five Thousand Dollars (\$1,075,000) for, on behalf of, and in the name of
34 the Issuer, for the purpose of acquiring and constructing drainage facilities, including

1 **ORDINANCE NO. 2638**
2 **ITEM NO. 95-09-1810**
3 **PAGE 5**
4
5
6

7 necessary sites, title to which shall be in the public, and paying the costs of issuance, and
8 to represent said indebtedness, this Governing Authority does hereby authorize the
9 issuance of a One Million Seventy-Five Thousand Dollars (\$1,075,000) of Certificate of
10 Indebtedness, Series 1995, of the Issuer. The Certificate shall be in fully registered form,
11 shall be dated the date of its delivery but not later than December 20, 1995, and shall be
12 shall be issued in the form of a single fully registered Certificate of Indebtedness in the
13 denomination of \$1,075,000, numbered R-1. The unpaid principal of the Certificate shall
14 bear interest from the date thereof or from the most recent interest payment date to which
15 interest has been paid at the rate of seven and seventy-two hundredths per centum
16 (7.72%) per annum. Said principal and interest shall be paid in three (3) annual
17 payments of \$322,544.34 each due on the anniversary date of the Certificate in the years
18 1996 through 1998 and one annual payment of \$322,544.35 due on the anniversary of
19 the date of the Certificate in the year 1999.

20 The principal of the Certificate, upon maturity or redemption, shall be payable at
21 the principal office of the Paying Agent, upon presentation and surrender thereof, and
22 interest on the Certificate shall be payable by check of the Paying Agent mailed by the
23 Paying Agent to the Owner (determined as of the close of business on the Record Date)
24 at the address shown on the Certificate Register. The Certificate delivered under this
25 Ordinance upon transfer of, in exchange for or in lieu of any other Certificate shall carry
26 all the rights to interest accrued and unpaid, and to accrue, which were carried by such
27 other Certificate, and each such Certificate shall bear interest (as herein set forth) so
28 neither gain nor loss in interest shall result from such transfer, exchange or substitution.

29 No Certificate shall be entitled to any right or benefit under this Ordinance, or be
30 valid or obligatory for any purpose, unless there appears on such Certificate a certificate
31 of registration, substantially in the form provided in this Ordinance, executed by the
32 Paying Agent by manual signature.
33
34

7 SECTION 3. Redemption Provisions. The Certificate shall be callable for
8 redemption at the option of the Issuer in full at any time, or in part on any payment date,
9 at a redemption price equal to the unpaid principal amount of this Certificate to be
10 redeemed, together with accrued interest to the date fixed for redemption.

11 In the event a portion of a Certificate is to be redeemed, such Certificate shall be
12 surrendered at the principal office of the Paying Agent, who shall note the date and
13 amount of such redemption in the space provided therefor on the Certificate. Official
14 notice of such call of any of the Certificate for redemption shall be given by means of first
15 class mail, postage prepaid by notice deposited in the United States mail not less than
16 thirty (30) days prior to the redemption date addressed to the Owner of each Certificate
17 to be redeemed at his address as shown on the Certificate Register of the Paying Agent.

18 SECTION 4. Registration and Transfer. The Issuer shall cause the Certificate
19 Register to be kept by the Paying Agent. The Certificate may be transferred, registered
20 and assigned only on the Certificate Register, and such registration shall be at the
21 expense of the Issuer. Certificate may be assigned by the execution of an assignment
22 form on the Certificate or by other instruments of transfer and assignment acceptable to
23 the Paying Agent. A new Certificate will be delivered by the Paying Agent to the last
24 assignee (the new Owner) in exchange for such transferred and assigned Certificate after
25 receipt of the Certificate to be transferred in proper form. Neither the Issuer nor the
26 Paying Agent shall be required to issue, register, transfer or exchange any Certificate
27 during a period beginning (i) at the opening of business on a Record Date and ending at
28 the close of business on the Interest Payment Date or (ii) with respect to be redeemed,
29 at the opening of business fifteen (15) days before the date of the mailing of a notice of
30 redemption and ending on the date of such redemption.

31 SECTION 5. Form of Certificate. The Certificate and the endorsements to appear
32 thereon shall be in substantially the following form, respectively, to-wit:
33
34

4 (FORM OF FACE OF CERTIFICATE)

5
6
7 No. R- _____

Principal Amount: \$1,075,000

8
9 UNITED STATES OF AMERICA
10 STATE OF LOUISIANA
11 PARISH OF ST. TAMMANY

12
13 CERTIFICATE OF INDEBTEDNESS, SERIES 1995A
14 OF THE
15 CITY OF SLIDELL, STATE OF LOUISIANA

16
17
18 Certificate Date Interest Rate CUSIP Number
19 _____
20
21 November _____, 1995 7.72% _____
22

23
24 The CITY OF SLIDELL, STATE OF LOUISIANA (the "Issuer"), promises to
25 pay, but solely from the source and as hereinafter provided, to:

26
27 _____
28
29 or registered assigns, the principal amount of this Certificate (the "Principal Amount"),
30 together with interest rate per annum set forth above, in equal annual installments in the
31 amounts and on the dates set forth below (unless this certificate shall have previously
32 been called for redemption and payment provided for):

33

34 PAYMENT DATE (NOV.)	35 PRINCIPAL AND INTEREST PAYMENT
36 1996	37 \$322,544.34
38 1997	39 322,544.34
40 1998	41 322,544.34
42 1999	43 322,544.35

44 The principal and interest on this Certificate, upon maturity or redemption, is payable in
45 lawful money of the United States of America at the principal office of First National Bank
46 of Commerce, in the City of New Orleans, Louisiana, or successor thereto (the "Paying
47 Agent"), by check mailed by the Paying Agent to the registered owner (determined as of
48 the close of business on the 15th calendar day of the month next preceding each
49 Payment Date) at the address as shown on the registration books of the Paying Agent,
50 except that the final payment is payable upon presentation and surrender of this
51 Certificate.

52 This certificate represents the entire issue aggregating in principal the sum
53 of One Million Seventy-Five Thousand Dollars (\$1,075,000) (the "Certificate"), this Certifi-
54 cate having been issued pursuant to an ordinance adopted by the governing authority of
55 the Issuer on _____, 1995 (the "Ordinance"), for the purpose of acquiring and
56 constructing drainage facilities, including necessary sites, title to which shall be in the
57 public, and paying the costs of issuance, under the authority conferred by Sections 2921
58 to 2925, inclusive, of Title 33 of the Louisiana Revised Statutes of 1950, as amended
59 (R.S. 33:2921 - 2925), and other constitutional and statutory authority.
60
61

1 **ORDINANCE NO. 2638**

2 **ITEM NO. 95-09-1810**

3 **PAGE 8**

4
5
6 This Certificate shall be callable for redemption at the option of the Issuer
7 in full at any time, or in part on any payment date, at a redemption price equal to the
8 unpaid principal amount of this Certificate to be redeemed, together with accrued interest
9 to the date fixed for redemption.

10
11 In the event a portion of this Certificate is to be redeemed, this Certificate
12 shall be surrendered at the principal office of the Paying Agent, who shall note the date
13 and amount of such redemption in the space provided therefor on this Certificate. Official
14 notice of such call of this Certificate for redemption shall be given by means of first class
15 mail, postage prepaid by notice deposited in the United States mail not less than thirty
16 (30) days prior to the redemption date addressed to the owner of this Certificate at his
17 address as shown on the Certificate Register of the Paying Agent.

18
19 The Issuer shall cause to be kept at the principal office of the Paying Agent
20 a register (the "Certificate Register") in which registration of this Certificate and of
21 transfers of this Certificate shall be made as provided in the Ordinance. This Certificate
22 may be transferred, registered and assigned only on the Certificate Register, and such
23 registration shall be at the expense of the Issuer. This Certificate may be assigned by
24 the execution of the assignment form hereon or by other instrument of transfer and
25 assignment acceptable to the Paying Agent. A new Certificate will be delivered by the
26 Paying Agent to the last assignee (the new registered owner) in exchange for this trans-
27 ferred and assigned Certificates after receipt of this Certificate to be transferred in proper
28 form. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer
29 or exchange any Certificate during a period beginning (i) at the opening of business on
30 the 15th calendar day of the month next preceding a payment date and ending at the
31 close of business on the payment date or (ii) with respect to a redemption, at the opening
32 of business fifteen (15) days before the date of the mailing of a notice of redemption of
33 such Certificate and ending on the date of such redemption.

34
35 Except as provided below, this Certificate is issued on a complete parity with
36 \$3,700,000 of Certificates of Indebtedness, Series 1995, maturing serially on June 1 of
37 the years 1996 to 2005, inclusive (the "Outstanding Parity Certificates"). It is certified
38 that the Issuer, in issuing this Certificate, has complied with all the terms and conditions
39 set forth in the ordinance authorizing the issuance of the Outstanding Parity Certificates.

40
41 Except as provided below, this Certificate and the issue of which it forms
42 a part, equally with the Outstanding Parity Certificates, are secured by and payable as
43 to principal and interest solely from a pledge and dedication of the excess of annual
44 revenues of the Issuer above statutory, necessary and usual charges in each of the fiscal
45 years during which this Certificate is outstanding. The Issuer has covenanted and agreed
46 and does hereby covenant and agree to budget annually a sufficient sum of money to pay
47 the principal of and the interest on this Certificate as the same respectively become due,
48 and to levy and collect in each year taxes and collect other revenues within the limits pre-
49 scribed by law, sufficient to pay the principal of and the interest on this Certificate after
50 the payment in such years of all such statutory, necessary and usual charges. For a
51 complete statement of the revenues from which and conditions under which this
52 Certificate is issued, and provisions permitting the issuance of pari passu additional
53 certificates of indebtedness under certain conditions, reference is hereby made to the
54 Ordinance.

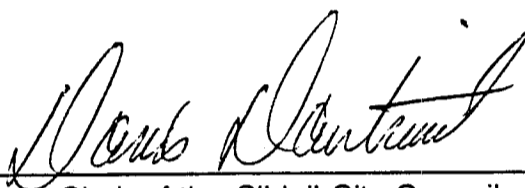
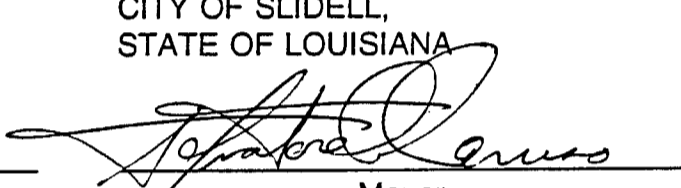
55
56 This Certificate is further secured by and payable out of a letter of credit.
57 In the event of the failure of the Issuer to make payment of any installment when due, the
58 registered owner hereof is authorized to execute a certificate certifying that a default
59 hereunder has occurred and receive any defaulted payment from said Bank under the
60 letter of credit. The said letter of credit shall secure only this Certificate and any other
61 Certificates issued to replace this Certificate.

1 **ORDINANCE NO. 2638**
2 **ITEM NO. 95-09-1810**
3 **PAGE 9**
4

5 This Certificate shall not be valid or become obligatory for any purpose or
6 be entitled to any security or benefit under the Ordinance until the certificate of
7 registration hereon shall have been signed by the Paying Agent.
8

9 It is certified that this Certificate is authorized by and issued in conformity
10 with the requirements of the Constitution and statutes of this State. It is further certified,
11 recited and declared that all acts, conditions and things required to exist, to happen and
12 to be performed precedent to and in the issuance of this Certificate to constitute the same
13 legal, binding and valid obligation of the Issuer have existed, have happened and have
14 been performed in due time, form and manner as required by law, and that the
15 indebtedness of the Issuer, including this Certificate, does not exceed the limitations
16 prescribed by the Constitution and statutes of the State of Louisiana.
17

18 IN WITNESS WHEREOF, the Slidell City Council, acting as the governing
19 authority of the Issuer, has caused this Certificate to be executed in the name of the
20 Issuer by the manual or facsimile signatures of the Mayor of the Issuer and the Clerk of
21 the Council, and the Issuer's corporate seal to be impressed or imprinted hereon.
22

23 CITY OF SLIDELL,
24 STATE OF LOUISIANA
25
26 
27 _____
28 Clerk of the Slidell City Council
29
30 
31 _____
32 Mayor
33

(SEAL)

* * * * *

34 (FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

35 This Certificate is referred to in the within mentioned Ordinance.

36
37
38 FIRST NATIONAL BANK OF COMMERCE
39 P. O. Box 60030
40 New Orleans, Louisiana 70160,
41 as Paying Agent
42
43

44 Date of Registration: _____ By: _____
45 Authorized Officer
46

* * * * *

47 (FORM OF ASSIGNMENT)

48 FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto
49

50
51
52
53 Please Insert Social Security
54 or other Identifying Number of Assignee

55

56 the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
57 attorney or agent to transfer the within Certificate
58 on the books kept for registration thereof, with full power of substitution in the premises.
59

60 Dated: _____
61

62 NOTICE: The signature to this assignment must correspond with
63 the name as it appears upon the face of the within Certificate in
64 every particular, without alteration or enlargement or any change
65 whatever.
66
67

6 PREPAYMENT RECORD

7
 8 CERTIFICATES OF INDEBTEDNESS, SERIES 1995A,
 9 CITY OF SLIDELL, STATE OF LOUISIANA
 10
 11
 12

PRINCIPAL PAY- MENT DATE	AMOUNT DUE	PRINCIPAL AMOUNT ACTUALLY PAID	DATE PAID	SIGNATURE OF AUTHORIZED OFFICIAL AND TITLE

13
 14
 15
 16
 17
 18
 19
 20
 21
 22 SECTION 6. Execution of Certificate. The Certificate shall be signed by the Executive
 23 Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures
 24 and corporate seal may be either manual or facsimile.

25 SECTION 7. Pledge and Dedication of Revenues. The Certificate shall be secured by and
 26 payable solely from a pledge and dedication of the excess of annual revenues of the Issuer above
 27 statutory, necessary and usual charges in each of the Fiscal Years during which the Certificate are
 28 outstanding. There is hereby irrevocably pledged and dedicated to the payment of the Certificate
 29 an amount of such excess of annual revenues sufficient to pay same in principal and interest as they
 30 respectively mature. Until the Certificate shall have been paid in full in principal and interest, the
 31 Governing Authority does hereby obligate the Issuer, itself and its successors in office, to budget
 32 annually a sum of money sufficient to pay the Certificate and the interest thereon as they
 33 respectively mature, including any principal and/or interest theretofore matured and then unpaid, and
 34 to levy and collect in each year taxes and to collect other revenues within the limits prescribed by
 35 law sufficient to pay the principal of and interest on the Certificate, after payment in such years of
 36 all the said statutory, necessary and usual charges of the Issuer for the then current year.

37 The Certificate is further secured by and payable out of a letter of credit. In the event of the
 38 failure of the Issuer to make payment of any installment when due, the registered owner hereof is
 39 authorized to execute a certificate certifying that a default hereunder has occurred and receive any
 40 defaulted payment from said Bank under the letter of credit. The said letter of credit shall secure
 41 only this Certificate and any other Certificates issued to replace this Certificate.
 42

7 SECTION 8. Sinking Fund. For the payment of the principal of and the interest on the
8 Certificate, there is hereby created a special fund to be known as "Certificate of Indebtedness
9 (1995A) Sinking Fund", said Sinking Fund to be established and maintained with the regularly
10 designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund monthly in
11 advance on or before the last day of each calendar month, commencing with the last day of the
12 month the Certificate is delivered, a sum equal to one-third (1/3) of the interest falling due on the
13 Certificate on the next Interest Payment Date and a sum equal to one-twelfth (1/12) of the principal
14 falling due on the Certificate on the next principal payment date, together with such additional
15 proportionate sum as may be required to pay said principal and interest as the same become due.
16 The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent at
17 least one (1) day in advance of each Interest Payment Date, funds fully sufficient to pay promptly
18 the principal and interest falling due on such date.

19 It shall be specifically understood and agreed, however, and this provision shall be a part of
20 this contract, that after the funds have actually been set aside out of the revenues of any Fiscal Year
21 sufficient to pay the principal and interest on the Certificate herein authorized for that Fiscal Year,
22 and all required amounts have been deposited in the aforesaid Sinking Fund established by this
23 Ordinance, then any excess of annual revenues remaining in that Fiscal Year shall be free for
24 expenditure by the Issuer for any other lawful corporate purpose.

25 All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer
26 or the Paying Agent under the terms of this Ordinance shall constitute sacred funds for the benefit
27 of the Owners of the Certificate, and shall be secured by said fiduciaries at all times to the full extent
28 thereof in the manner required by law for the securing of deposits of public funds.

29 All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer,
30 be invested in accordance with the provisions of the laws of the State of Louisiana, in which event
31 all income derived from such investments shall be added to the General Fund of the Issuer.

32 SECTION 9. Parity Provisions. The Issuer shall issue no other Certificate or obligations
33 of any kind or nature payable from or enjoying a lien on the excess of annual revenues of the Issuer
34 above the said statutory, necessary and usual charges, having priority over or parity with the

1 **ORDINANCE NO. 2638**
2 **ITEM NO. 95-09-1810**
3 **PAGE 12**

4
5
6
7 Certificate herein authorized except that other additional certificates of indebtedness may hereafter
8 be issued on a parity with the Certificate herein authorized under the following conditions:

- 9 a. The net revenues of the general fund of the Issuer (excess of revenues over
10 expenditures) of the Issuer (which revenues shall include any monies in said fund
11 carried forward from a prior year) for the calendar year immediately preceding the
12 issuance of additional parity certificates must have been not less than 1.35 times the
13 highest annual debt service requirements in any succeeding calendar year on all
14 certificates then outstanding which are payable from the general fund revenues of the
15 Issuer (but not including certificates which have been refunded or provisions
16 otherwise made for their full and complete payment and redemption) and the
17 certificate so proposed to be issued;
- 18 b. The Issuer is in full compliance with all covenants and undertakings in connection
19 with all of its certificates then outstanding and payable from the general fund
20 revenues of the Issuer or any part thereof, and there are no delinquencies in payments
21 required to be made in connection therewith.
- 22
23 c. The existence of the facts required by Paragraph 9(a) above must be determined by
24 a certificate executed by the Director of Finance of the Issuer.

25
26 SECTION 10. Budget; Audit. As long as the Certificate is outstanding and unpaid in
27 principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal
28 Year and shall furnish a copy of such budget within thirty (30) days after its adoption to the Paying
29 Agent and the Purchaser; the Issuer shall also furnish a copy of such budget to the Owners of the
30 Certificate who request the same. Following the close of each Fiscal Year, the Issuer shall cause
31 an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of
32 certified public accountants showing the receipts and disbursements made by the Issuer during the
33 previous Fiscal Year. Such audit shall be available for inspection by the Owner of the Certificate,
34 and a copy of such audit shall be furnished to the Purchaser.

35 SECTION 11. Application of Proceeds. The Executive Officers are hereby empowered,
36 authorized and directed to do any and all things necessary and incidental to carry out all of the
37 provisions of this Ordinance, to cause the necessary Certificate to be printed, to issue, execute and
38 seal the Certificate, and to effect delivery thereof as hereinafter provided. The proceeds derived
39 from the sale of the Certificate, except accrued interest, shall be deposited by the Issuer with its
40 fiscal agent bank or banks to be used only for the purpose for which the Certificate is issued.
41 Accrued interest, if any, derived from the sale of the Certificate shall be deposited in the Sinking
42 Fund to be applied to the first interest payment.

7 SECTION 12. Certificate Legal Obligations. The Certificate and any replacements thereof
8 shall constitute legal, binding and valid obligations of the Issuer, and of this Governing Authority
9 and its successors in office, and shall be the only representations of the indebtedness as herein
10 authorized and created.

11 SECTION 13. Ordinance a Contract. The provisions of this Ordinance shall constitute a
12 contract between the Issuer, or its successor, and the Owner or Owners from time to time of the
13 Certificate and any such Owner or Owners may at law or in equity, by suit, action, mandamus or
14 other proceedings, enforce and compel the performance of all duties required to be performed by
15 the Governing Authority or the Issuer as a result of issuing the Certificate.

16 No material modification or amendment of this Ordinance, or any Ordinance or of any
17 Ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing
18 of the Owners of two-thirds (2/3) of the aggregate principal amount of the Certificate then
19 outstanding; provided, however, that no modification or amendment shall permit a change in the
20 maturity or redemption provisions of the Certificate, or a reduction in the rate of interest thereon,
21 or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay
22 the principal of and the interest on the Certificate as the same shall come due from the revenues
23 appropriated, pledged and dedicated to the payment thereof by this Ordinance, or reduce the
24 percentage of the Owners required to consent to any material modification or amendment of this
25 Ordinance, without the consent of the Owner of the Certificate.

26 SECTION 14. Severability; Application of Subsequently Enacted Laws. In case any one
27 or more of the provisions of this Ordinance or of the Certificate shall for any reason be held to be
28 illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance
29 or of the Certificate, but this Ordinance and the Certificate shall be construed and enforced as if such
30 illegal or invalid provisions had not been contained therein. Any constitutional or statutory provi-
31 sions enacted after the date of this Ordinance which validate or make legal any provision of the
32 Ordinance and/or the Certificate which would not otherwise be valid or legal, shall be deemed to
33 apply to this Ordinance and to the Certificate.
34

6 SECTION 15. Recital of Regularity. This Governing Authority having investigated the
7 regularity of the proceedings had in connection with the Certificate herein authorized and having
8 determined the same to be regular, the Certificate shall contain the following recital, to-wit:

9 "It is certified that this Certificate is authorized by and is issued in
10 conformity with the requirements of the Constitution and statutes of the
11 State of Louisiana."
12

13 SECTION 16. Effect of Registration. The Issuer, the Paying Agent, and any agent of either
14 of them may treat the Owner in whose name any Certificate is registered as the Owner of such
15 Certificate for the purpose of receiving payment of the principal (and redemption price) of and
16 interest on such Certificate and for all other purposes whatsoever, and to the extent permitted by law,
17 neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to
18 the contrary.

19 SECTION 17. Notices to Owners. Wherever this Ordinance provides for notice to Owners
20 of the Certificate of any event, such notice shall be sufficiently given (unless otherwise herein
21 expressly provided) if in writing and mailed, first- class postage prepaid, to each Owner of such
22 Certificate, at the address of such Owner as it appears in the Certificate Register. In any case where
23 notice to the Owner of the Certificate is given by mail, neither the failure to mail such notice to any
24 particular Owner of the Certificate, nor any defect in any notice so mailed, shall affect the
25 sufficiency of such notice with respect to the Certificate. Where this Ordinance provides for notice
26 in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive
27 such notice, either before or after the event, and such waiver shall be the equivalent of such notice.
28 Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a
29 condition precedent to the validity of any action taken in reliance upon such waiver.

30 SECTION 18. Cancellation of Certificate. The Certificate surrendered for payment,
31 redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly
32 canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not
33 already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time
34 deliver to the Paying Agent for cancellation any Certificate previously registered and delivered
35 which the Issuer may have acquired in any manner whatsoever, and the Certificate so delivered shall
36 be promptly canceled by the Paying Agent. The canceled Certificate held by the Paying Agent shall
37 be disposed of as directed in writing by the Issuer.

7 SECTION 19. Mutilated, Destroyed, Lost or Stolen Certificate. If (1) any mutilated Certifi-
8 cate is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their
9 satisfaction of the destruction, loss or theft of any Certificate, and (2) there is delivered to the Issuer
10 and the Paying Agent such security or indemnity as may be required by them to save each of them
11 harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Certificate has
12 been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying
13 Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or
14 stolen Certificate, a new Certificate of the same maturity and of like tenor, interest rate and principal
15 amount, bearing a number not contemporaneously outstanding. In case any such mutilated,
16 destroyed, lost or stolen Certificate has become or is about to become due and payable, the Issuer
17 in its discretion may, instead of issuing a new Certificate, pay such Certificate. Upon the issuance
18 of any new Certificate under this Section, the Issuer may require the payment by the Owner of a sum
19 sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and
20 any other expenses (including the fees and expenses of the Paying Agent) connected therewith.
21 Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost or
22 stolen certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not
23 the mutilated, destroyed, lost or stolen Certificate shall be at any time enforceable by anyone and
24 shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding
25 Certificates. Any additional procedures set forth in the Agreement, authorized in this Ordinance,
26 shall also be available with respect to mutilated, destroyed, lost or stolen Certificate. The provisions
27 of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies
28 with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

29 SECTION 20. Discharge of Ordinance; Defeasance. If the Issuer shall pay or cause to be
30 paid, or there shall otherwise be paid to the Owners, the principal (and redemption price) of and
31 interest on the Certificate, at the times and in the manner stipulated in this Ordinance, then the
32 pledge of the money, securities, and funds pledged under this Ordinance and all covenants, agree-
33 ments, and other obligations of the Issuer to the Owners of the Certificate shall thereupon cease,
34 terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over
35 or deliver all money held by it under this Ordinance to the Issuer.

1 **ORDINANCE NO. 2638**
2 **ITEM NO. 95-09-1810**
3 **PAGE 16**
4
5
6

7 Certificates or interest installments for the payment or redemption of which money shall have
8 been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or
9 redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been
10 paid within the meaning and with the effect expressed above in this Section. The Certificate shall
11 be deemed to have been paid, prior to their maturity, within the meaning and with the effect ex-
12 pressed above in this Section if there shall have been deposited in trust either money in an amount
13 which shall be sufficient, or Government Securities the principal of and the interest on which when
14 due will provide money which, together with the money, if any, deposited in trust at the same time,
15 shall be sufficient to pay when due the principal of, premium, if any, and interest to become due on
16 such Certificate on and prior to the stated maturity or (if notice of the call for redemption has been
17 duly given or waived or if irrevocable arrangements therefor have been made) redemption date
18 thereof. Neither Government Securities nor money deposited in trust pursuant to this Section, nor
19 principal or interest payments on any such Government Securities, shall be withdrawn or used for
20 any such purpose other than, and shall be held in trust for, the payment of the principal (and
21 redemption price) of and interest on such Certificate. Any cash received from such principal of and
22 interest on such investment securities deposited in trust, if not needed for such purpose, shall, to the
23 extent practicable, be reinvested in Government Securities (which may be non-interest bearing)
24 maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and
25 interest on such Certificate on and prior to the maturity thereof, and interest earned from such
26 reinvestments shall be paid over to the Issuer as received by the depository, free and clear of any
27 trust, lien, or pledge. Any payment for Government Securities purchased for the purpose of
28 reinvestment as aforesaid shall be made only against delivery of such Government Securities.

29 **SECTION 21. Successor Paying Agent; Paying Agent Agreement.** The Issuer will at all
30 times maintain a Paying Agent meeting the qualifications hereinafter described for the performance
31 of the duties hereunder for the Certificate. The designation of the initial Paying Agent in this
32 Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor
33 Paying Agent by (a) filing with the Person then performing such function a certified copy of a
34 resolution or ordinance giving notice of the termination of the Agreement and appointing a successor
35 and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall

4
5
6
7 at all times be a bank or trust company organized and doing business under the laws of the United
8 States of America or of any state, authorized under such laws to exercise trust powers, and subject
9 to supervision or examination by Federal or State authority. The Paying Agent shall signify its
10 acceptance of the duties and obligations imposed on it by the Resolution by executing and delivering
11 an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and
12 substance satisfactory to the Issuer.

13 SECTION 22. Arbitrage. The Issuer covenants and agrees that, to the extent permitted by
14 the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue
15 Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve
16 the exclusion from "gross income" of interest on the Certificate under the Code. The Issuer further
17 covenants and agrees that it will not take any action, fail to take any action, or permit any action
18 within its control to be taken, or permit at any time or times any of the proceeds of the Certificate
19 or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which
20 would be to cause the Certificate to be an "arbitrage bond" or would result in the inclusion of the
21 interest on the Certificate in gross income under the Code, including, without limitation, (I) the
22 failure to comply with the limitation on investment of Certificate proceeds or (ii) the failure to pay
23 any required rebate of arbitrage earnings to the United States of America or (iii) the use of the
24 proceeds of the Certificate in a manner which would cause the Certificate to be a "private activity
25 bond".

26 The Certificate is designated as a "qualified tax-exempt obligations" within the meaning of
27 Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- 28 (a) the Certificate is not a "private activity bonds" within the meaning of the Code; and
29 (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be
30 issued by the Issuer and all subordinate entities in calendar year 1995 does not exceed
31 \$10,000,000.

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

7 SECTION 23. Publication. A copy of this Ordinance shall be published immediately after
8 its adoption in one (1) issue of the official journal of the Issuer. If the validity of the issuance of the
9 Certificate is not raised within thirty (30) days from the date of such publication, the Certificate shall
10 be incontestable in the hands of bona fide purchasers thereof for value and no court shall have
11 authority to inquire into the legality thereof.

12 SECTION 24. Designation of Purchaser. The Mayor and Director of Finance are
13 authorized and directed to acquire a Letter of Credit, and the Mayor, Director of Finance
14 and Council Administrator/Clerk of the Council are hereby authorized to execute the
15 necessary documents providing for the acquisition of said Letter of Credit for and on
16 behalf of the Issuer.

17 SECTION 25. Delivery of Certificate. When the Certificate has been properly prepared, this
18 Governing Authority is hereby authorized to deliver the Certificate to the Purchaser upon the
19 payment of One Million Seventy-Five Thousand Dollars (\$1,075,000) of a Certificate of
20 Indebtedness, Series 1995A, and accrued interest to the date of delivery.

21 SECTION 26. Headings. The headings of the various sections hereof are inserted for
22 convenience of reference only and shall not control or affect the meaning or construction of any of
23 the provisions hereof.

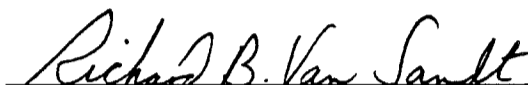
24 SECTION 27. Employment of Bond Counsel. It is recognized by the parties hereto that a
25 real necessity exists for the employment of special bond counsel in connection with the issuance of
26 the Certificate and accordingly the employment of Foley & Judell, L.L.P., of New Orleans,
27 Louisiana, as special bond counsel to the Issuer to do and perform comprehensive legal and
28 coordinate professional work with respect to the issuance and sale of the Certificate, is hereby
29 ratified and confirmed. The fee to be paid said attorneys for the Certificate shall be contingent upon
30 the delivery of the Certificate, and shall be in accordance with the Attorney General's Guideline for
31 Fees and Services of Bond Attorneys for legal and coordinate professional work in connection with
32 the issuance of general obligation bonds, plus out-of-pocket expenses. The fees herein described
33 shall be payable directly to special bond counsel from the funds derived from the sale of the
34 Certificate by the Issuer.
35

4
5
6
7
8 SECTION 28. Effective Date. This Ordinance shall become effective immediately.

9
10 **Adopted this 24th day of October, 1995.**

11 

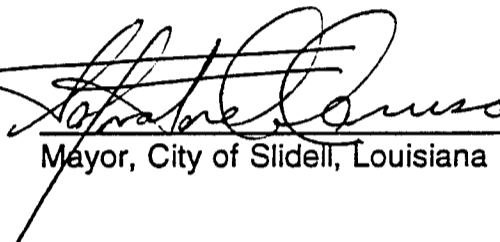
12
13
14
15 Council Administrator/
16 Clerk of the Council

17 

18 Councilman, District C
19 President of the Council

20 **DELIVERED** 9:25 a.m.
21 10/27/95 to the Mayor

22 **RECEIVED** 9:00 a.m.
23 11/1/95 from the Mayor

24 
25 Mayor, City of Slidell, Louisiana