

ORD 150

An ordinance providing for the incurring of debt and the issuance and sale of not exceeding twenty-nine million dollars (\$29,000,000) of general obligation bonds, series 2024, of the City of Shreveport, State of Louisiana; prescribing the form, terms and conditions of said bonds; designating the date, denomination and place of payment of said bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith

**ORDINANCE NO. 150 OF 2024**

**AN ORDINANCE PROVIDING FOR THE INCURRING OF DEBT AND THE ISSUANCE AND SALE OF NOT EXCEEDING TWENTY-EIGHT MILLION NINE HUNDRED THOUSAND DOLLARS (\$28,900,000) OF GENERAL OBLIGATION BONDS, SERIES 2024B, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SAID BONDS; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID BONDS; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, pursuant to the Constitution of the State of Louisiana of 1974, including the provisions of Article VI, Section 33 and Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and the applicable provisions of the Louisiana Election Code contained in Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (collectively, the “*Act*”), a special election (the “*Bond Election*”) was held in the City of Shreveport (the “*City*”) on December 11, 2021, at which election the following proposition was approved by a majority of the qualified electors voting as such election, viz:

**CITY OF SHREVEPORT PROPOSITION NO. 1**

**SUMMARY: AUTHORITY TO ISSUE NOT EXCEEDING SEVENTY MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$70,650,000), OF GENERAL OBLIGATION BONDS OF THE CITY, IN ONE OR MORE SERIES, FOR A TERM NOT EXCEEDING 20 YEARS FROM THE DATE OF ISSUANCE OF EACH SERIES, FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING, AND IMPROVING PUBLIC FACILITIES AND EQUIPMENT FOR THE POLICE DEPARTMENT, AND FIRE DEPARTMENT, ALONG WITH ACQUIRING THE NECESSARY BUILDINGS, LAND AND/OR RIGHTS THEREIN, EQUIPMENT AND FURNISHINGS THEREFORE, SAID BONDS TO BE PAYABLE FROM AD VALOREM TAXES.**

Shall the City of Shreveport, State of Louisiana (the “*City*”), incur debt and issue bonds, in one or more series, not exceeding the amount of Seventy Million Six Hundred Fifty Thousand Dollars (\$70,650,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and improving public facilities and equipment for (i) police department, and (ii) fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**WHEREAS**, the Issuer desires to issue its General Obligation Bonds in an amount not exceeding Twenty-Eight Million Nine Hundred Thousand Dollars (\$28,900,000), Series 2024B (the “**Bonds**”), pursuant to the authority of aforementioned election; and

**WHEREAS**, the Issuer now desires to prescribe the form, conditions and establish the details of the Bonds and the terms of the sale of the Bonds;

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, State of Louisiana, acting as the governing authority (the “**Governing Authority**”) of said City, that:

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

“**Act**” means Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the applicable provisions of the Louisiana Election Code contained in Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“**Bond Ordinance**” means this ordinance, as it may be supplemented as herein provided.

“**Bond Proceeds Fund**” means the Series 2024B GO Bond Proceeds Fund established in Section 10(a) herein.

“**Bond Purchase Agreement**” means the agreement between the Issuer and the Underwriters with respect to the purchase of the Bonds.

“**Bond Register**” means the records kept by the Paying Agent at its principal office in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

“**Bonds**” means the Issuer’s General Obligation Bonds, Series 2024B, authorized by this Bond Ordinance, in the total aggregate principal amount of not exceeding Twenty-Eight Million Nine Hundred Thousand Dollars (\$28,900,000), whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Bond(s) previously issued.

“**Business Day**” means any day other than: (i) a Saturday or Sunday, (ii) any day on which the office of the Paying Agent or the bond insurer, if applicable is closed, (iii) any day on which banking institutions are authorized or required by law, executive order or governmental decree to be closed in New York City, New York, Ruston, Louisiana or in the State of New York or the State of Louisiana, or (iv) a day on which the New York Stock Exchange is closed.

“**City**” means the City of Shreveport, State of Louisiana.

“**Code**” means the Internal Revenue Code of 1986, as amended.

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

**“Costs of Issuance Account”** means the Series 2024B GO Costs of Issuance Account established in Section 10(a) herein.

**“Debt Service”** means for any period as of the date of calculation, an amount equal to the sum of (a) interest payable during such period on Bonds and (b) the principal amount of Bonds which mature during such period.

**“Defeasance Obligations”** means (a) cash, or (b) non-callable Government Securities.

**“DTC”** means the Depository Trust Company, New York, New York.

**“Executive Officers”** means the Mayor, the Chair of the City Council and the Clerk of Council of the Issuer.

**“Fiscal Year”** means the twelve-month accounting period commencing on the first day of January or any other twelve-month period determined by the Governing Authority as the fiscal year of the Issuer.

**“GO Ad Valorem Tax”** means a mandatory ad valorem tax to be levied and collected annually by the Issuer in excess of all other taxes on all of the property subject to taxation within the territorial limits of the Issuer sufficient to pay the principal of and the interest on all general obligation bonds, including the Bonds, falling due each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer, as required by the Act.

**“Governing Authority”** means, in accordance with Section 4.33 of the Charter of the City of Shreveport of 1978, as amended, the Shreveport City Council, subject to the exercise of the veto power vested in the Mayor under said Charter.

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

**“Interest Payment Date”** means March 1 and September 1 of each year, commencing September 1, 2025.

**“Issuer”** means the City of Shreveport, State of Louisiana.

**“Issuer Representative”** means the Mayor, Chief Administrative Officer or the Director of Finance of the City.

**“Outstanding”** when used with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Bond Ordinance, except:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds for which payment or redemption sufficient Defeasance Obligations have been theretofore deposited in trust for the owners of such Bonds as specified in Section 16 hereof, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance or waived;

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance;

(d) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Bond Ordinance or by law; and

**“Owner”** or **“Owners”** when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

**“Paying Agent”** means Argent Trust Company, of the City of Ruston, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance and thereafter **“Paying Agent”** shall mean such successor Paying Agent.

**“Paying Agent Agreement”** means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Bond Ordinance.

**“Person”** means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**“Project Fund”** means the special project fund created in Section 10(b) herein.

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

**“State”** means the State of Louisiana.

**“Underwriters”** mean Stifel, Nicolaus & Co., and Crews & Associates, Inc., representing the original purchasers of the Bonds.

**SECTION 2. Authorization of Bonds, Maturities.** In compliance with the terms and provisions of the Act, and having been authorized at an election held within the corporate boundaries of the City on December 11, 2021, there is hereby authorized by the Issuer, the incurring of indebtedness, issuance and sale of not exceeding Twenty-Eight Million Nine Hundred Thousand Dollars (\$28,900,000), of General Obligation Bonds, Series 2024B, for the purpose of paying the costs of Proposition No. 1, consisting of capital improvements in the City related to projects authorized by the Governing Authority, including public facilities and equipment for police department headquarters, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefor, if necessary, and paying the costs of issuance of the Bonds thereof. The Bonds shall be in fully registered form, shall be dated the date of delivery, shall be issued in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof within a single maturity and shall be numbered from R-1 upward. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing September 1, 2025. The Bonds shall mature no later than 20 years from the date of their issuance and bear interest at the rate or rates not exceeding 7% per annum, if taxable and 5% per annum if tax-exempt. The actual rates of interest, par amounts and amortization of the Bonds shall be as set forth in the Bond Purchase Agreement.

The principal and premium, if any, of the Bonds, upon maturity or redemption, shall be payable in such coin or currency of the United States of America as at the time a payment is legal tender for the payment of debts at the principal office of the Paying Agent, upon presentation and surrender thereof, and interest on the Bonds shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Bond Ordinance upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

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

The principal of the Bonds is payable at the principal corporate trust office of Argent Trust Company, in the City of Ruston, Louisiana, as Paying Agent and Bond Registrar with respect to the Bonds upon surrender thereof.

Each Bond shall be dated the date of delivery. Except as otherwise provided in this Section, the Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be. However, when there is no existing default in the payment of interest on the Bonds, each Bond executed after the Record Date for any Interest Payment Date but prior to such Interest Payment Date, shall bear interest from such Interest Payment Date provided, however, that if and to the extent that the Issuer shall default in the payment of the interest due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, unless no interest has been paid on the Bonds, in which case from the date of delivery.

The Owner in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

**SECTION 3. Book-Entry Registration of Bonds.** (a) The Issuer has executed and delivered a Blanket Letter of Representations with The Depository Trust Company, New York, New York (the “*Securities Depository*”) and may be registered with the Securities Depository. If the Bonds are registered with the Securities Depository, the terms and provisions of said Letter of Representations shall govern in the event of any inconsistency between the provisions of this Ordinance and said Letter of Representations. All Bonds issued hereunder and registered with the Securities Depository will be issued as a single Bond for each maturity in the name of the Securities Depository, or its nominee, which will act as depository for the Bonds. Bonds issued to the Securities Depository pursuant to the terms hereof shall constitute “*Book-Entry Bonds.*” During the term of the Book-Entry Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the “*DTC Participants*”). No person for whom a DTC Participant has an interest in any Book Entry Bond (a “*Beneficial Owner*”) shall receive a bond certificate representing an interest in the Book-Entry Bonds except in the event that the Securities Depository or the Issuer shall determine, at its option, to terminate the book entry system described in this Section. Payment of principal of and interest on Book-Entry Bonds will be made by the Paying Agent to the Securities Depository which will in turn remit such payment of principal and interest to its DTC Participants which will in turn remit such principal and interest to the Beneficial Owners of the Book-Entry Bonds until and unless the Securities Depository or the Issuer elects to terminate the book entry system, whereupon the Issuer shall deliver bond certificates to the Beneficial Owners of the Book-Entry Bonds or their nominees. Bond certificates issued under this Section may not be transferred or exchanged except as provided in this Section.

(b) For so long as the Securities Depository shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond.

(c) For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charges that may be imposed in relation thereto.

(d) The Issuer and the Paying Agent will recognize DTC or its nominee as the Bond holder for all purposes, including notices and voting.

(e) Neither the Issuer nor the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

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

(g) Upon the reduction of the principal amount of any Book-Entry Bonds, in accordance with the Letter of Representations, the Securities Depository (or the Paying Agent on behalf of the Securities Depository through the Fast Automated Transfer delivery services of the Securities Depository) may either (i) make a notation of such redemption on the Book Entry Bond, stating the amount so redeemed, or (ii) may return the Book Entry Bond to the Paying Agent for exchange for a new Book Entry Bond, authenticated by the Paying Agent in a proper principal amount. The Securities Depository makes a notation on the Book Entry Bond, such notation may be made for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Book Entry Bond Outstanding, unless the Paying Agent has initialed the notation on the Book Entry Bond.

(h) Upon delivery of Book-Entry Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the bond certificates representing all of those Bonds with the Securities Depository (or the Paying Agent on behalf of the Securities Depository through the Fast Automated Security Transfer delivery services of the Securities Depository). The Securities Depository, or its nominee, will be the sole Bond owner of the Book-Entry Bonds so delivered, and no investor or other party purchasing, selling or otherwise transferring ownership of any Book-Entry Bonds will receive, hold or deliver any bond certificates as long as the Securities Depository holds Book-Entry Bonds immobilized from circulation.

(i) The Book-Entry Bonds may not be transferred or exchanged except:

(i) to any successor of the Securities Depository (or its nominee) or any substitute depository (“***Substitute Depository***”) designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered “*clearing agency*” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(ii) to a Substitute Depository designated by or acceptable to the Commission upon (a) the determination by the Securities Depository that file Bonds shall no longer be eligible for depository services, or (b) determination by the Commission that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subparagraph (i) above; or

(iii) to those persons to whom transfer is requested in written transfer instructions in the event that:

(A) the Securities Depository shall resign or discontinue its services for the Bonds and, only if the Commission is unable to locate a qualified successor within two (2) months following the resignation or determination of non-eligibility; or

(B) upon a determination by the Issuer that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Bond owner other than the Securities Depository (or its nominee), is no longer in the best interest of the Beneficial Owners of the Bonds.

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

**SECTION 4. Redemption Provisions.** The Bonds may be callable for optional or mandatory redemption as set forth therein and in the Bond Purchase Agreement.

**SECTION 5. Registration and Transfer.** The Issuer shall cause the Bond Register to be kept by the Paying Agent. 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 Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

**SECTION 6. Form of Bonds.** The Bonds shall be in substantially the form set forth as Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act.

**SECTION 7. Execution of Bonds.** The Bonds shall be signed by the Executive Officers, or any two of them, for, on behalf of, in the name of and under the corporate seal of the Issuer, and the Legal Opinion Certificate shall be signed by the Clerk of Council of the Issuer, which signatures and corporate seal may be either manual or facsimile. The Executive Officers, or any of them, are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Ordinance, including but not limited to causing the necessary Bonds to be printed, issuing, executing and sealing the Bonds, and effecting delivery thereof as hereinafter provided.

**SECTION 8. Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds herein authorized 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 Louisiana.”

**SECTION 9. Pledge of Full Faith and Credit.** The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged for their payment. This Governing Authority does hereby obligate itself and is bound under the terms and provisions of law, including the Act, and the election authorizing the Bonds to impose and collect annually the GO Ad Valorem Tax.

**SECTION 10. Application of Proceeds.** The proceeds derived from the sale of the Bonds, except accrued interest, shall be invested by the Issuer or by the Paying Agent on behalf of the Issuer, in Permitted Investments as directed by the Issuer. Accrued interest, if any, derived from the sale of the Bonds, shall be deposited with the Paying Agent to be applied to the first interest payment in the Sinking Fund, as defined below.

(a) Establishment of Bond Proceeds Fund and Costs of Issuance Account.

(i) The Issuer shall establish and maintain with the Paying Agent a separate and special bank fund known and designated as the “Series 2024B GO Bond Proceeds Fund” (the “*Bond Proceeds Fund*”) into which the proceeds of the Bonds shall be deposited.

(ii) The Issuer shall establish and maintain a separate account within the Bond Proceeds Fund known and designated as the “Series 2024B GO Costs of Issuance Account” (the “*Costs of Issuance Account*”), for the purpose of paying costs of issuance associated with the issuance of the Bonds. The Issuer shall transfer (or shall cause the Paying Agent to transfer) from the Bond Proceeds Fund an amount into the Costs of Issuance Account sufficient to pay the costs of issuance associated with the issuance of the Bonds related to the Proposition. Any funds remaining in the Costs of Issuance Account after January 1, 2026, shall be transferred to the Project Fund (as defined below).

(b) Establishment of Project Fund.

(i) The Issuer hereby establishes and shall maintain with the Paying Agent a special fund known and designated as “*Series 2024B Prop 1 Project Fund*” (the “*Project Fund*”).

(ii) There shall be deposited into the Project Fund the balance of the proceeds of the Bonds in the Bond Proceeds Fund remaining after the required deposits into the Costs of Issuance Account have been made.

(iii) Upon receipt from the Issuer of a completed requisition form, substantially in the form set forth as Exhibit B, and authorized by an Issuer Representative, the Paying Agent shall disburse moneys in the Project Fund for the payment of all costs incurred in connection with the Project for which the Bonds were issued and strictly in accordance with the terms of the Proposition governing such fund.

(iv) Upon certification by an Issuer Representative that all costs incurred in connection with the Project have been paid, any balance remaining in the Project Fund shall be deposited without further authorization into the Sinking Fund.

(c) Deposit into Debt Service Account.

The Issuer shall deposit into an account known as the “*GO Debt Service Account*” the revenue collected from the annual GO Ad Valorem Tax millage levied pursuant to the Act for the purpose of paying the principal and interest of the Bonds for the upcoming year.

(d) Establishment of Sinking Fund.

(i) The Issuer shall establish and maintain with the Paying Agent a separate, special fund known and designated as the “*Series 2024B GO Sinking Fund*” (the “*Sinking Fund*”).

(ii) At least three (3) days in advance of each date on which payment of principal or interest on the Bonds falls due, after taking into account any monies held in the Sinking Fund, the Issuer shall cause to be transferred from the GO Debt Service Account to the Sinking Fund an amount sufficient to pay the principal and interest falling due on such payment date.

(iii) On each date on which payment of principal and interest on the Bonds falls due, the Paying Agent shall withdraw monies from the Sinking Fund to pay such principal and interest.

**SECTION 11. Bonds Legal Obligations.** The Bonds shall constitute legal, binding and valid obligations of the Issuer and shall be the only representations of the indebtedness as herein authorized and created.

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

No material modification or amendment of this Bond Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3rds) of the aggregate principal amount of the Bonds then outstanding and the written consent of the bond insurer, if any; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Bonds, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due from the taxes pledged and dedicated to the payment thereof by this Bond Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Bond Ordinance, without the consent of all of the Owners of the Bonds.

**SECTION 13. Severability; Application of Subsequently Enacted Laws.** In case any one or more of the provisions of this Bond Ordinance or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions 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 provisions enacted after the date of this Bond Ordinance which validate or make legal any provision of this shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 14. Cancellation of Bonds.** All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

**SECTION 15. Mutilated, Destroyed, Lost or Stolen Bonds.** If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent 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 or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent 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, interest rate 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 (including the fees and expenses of the Paying Agent) 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. Any additional procedures set forth in the Paying Agent Agreement authorized in this Bond Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen 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 16. Discharge of Ordinance; Defeasance.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Bond Ordinance, then the pledge of the money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owners of the Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Bond Ordinance to the Issuer.

Bonds or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section, if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

**SECTION 17. Appointment of Underwriters.** The Governing Authority hereby selects and appoints Stifel, Nicolaus & Co. of Baton Rouge, Louisiana, as underwriter, and Crews & Associates, Inc. of Shreveport, Louisiana, as co-underwriter (collectively, the “*Underwriters*”) in connection with the issuance and sale of all or any portion of the Bonds. In connection with the engagement of the Underwriters by the Governing Authority, the Mayor is authorized to execute the Underwriters’ letter pursuant to Municipal Securities Rulemaking Board Rule G-17, attached hereto as Exhibit C. The Executive Officers are hereby authorized and directed, in their discretion, to execute any contract the Underwriters may require with respect to such engagement. Compensation for the Underwriters shall be provided for in the Bond Purchase Agreement and to be paid from the proceeds of the Bonds and contingent upon the issuance of the Bonds; provided that no compensation shall be due to said the Underwriters unless the Bonds are sold and delivered.

**SECTION 18. Appointment of Paying Agent/Successor Paying Agent.** The Governing Authority hereby selects and appoints Argent Trust Company of Ruston, Louisiana, as the initial paying agent for the Bonds. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of an ordinance giving notice of the termination of the Paying Agent Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a trust company or bank organized and doing business under the laws of the United States of America or of any state, authorized under such laws to serve as Paying Agent, and subject to supervision or examination by Federal or State authority.

**SECTION 19. Employment of Bond Counsel.** This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Butler Snow LLP, of Shreveport, Louisiana, as Bond Counsel, and Blanchard, Walker, O’Quin & Roberts, PLC, of Shreveport, Louisiana, as Co-Bond Counsel (together, “*Bond Counsel*”), are hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Governing Authority as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The total fee of Bond Counsel shall be fixed at a sum not exceeding the fee allowed by the Attorney General’s fee guidelines for such bond counsel work in connection with the issuance of bonds and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus out-of-pocket expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds. The Mayor, on behalf of the Issuer, is hereby authorized and directed to execute, and this Governing Authority hereby agrees to and accepts the terms of, the engagement letters of Bond Counsel appended hereto as Exhibit D. A certified copy of this Ordinance shall be submitted to the Attorney General of the State of Louisiana for her written approval of said employment and of the fees herein designated, and the Director of Finance is hereby empowered and directed to provide for payment of the work herein specified upon completion thereof and under the conditions herein enumerated without further approval of this Governing Authority.

**SECTION 20. Disclosure Counsel.** This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Washington and Wells, LLC of Shreveport, Louisiana, as Disclosure Counsel, is hereby employed to do and perform work of a traditional legal nature as Disclosure Counsel with respect to the issuance and sale of the Bonds. The Mayor, on behalf of the Issuer, is hereby authorized and directed to execute, and this Governing Authority hereby agrees to and accepts the terms of, the engagement letter of Disclosure Counsel appended hereto as Exhibit E. A certified copy of this Ordinance shall be submitted to the Attorney General of the State of Louisiana for her written approval of said employment and of the fees herein designated, and the Director of Finance is hereby empowered and directed to provide for payment of the work herein specified upon completion thereof and under the conditions herein enumerated without further approval of this Governing Authority.

**SECTION 21. Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from “gross income” of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be “arbitrage bonds” or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be “*private activity bonds*.” The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

**SECTION 22. Continuing Disclosure.** If required by the purchaser of the Bonds, the Mayor, the Chief Administrative Officer and/or Director of Finance of the Issuer are each hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate whether or not S.E.C. Rule 15c2-12(b)(5) is applicable.

**SECTION 23. Sale of Bonds.** The sale of the Bonds to the Underwriters is hereby in all respects authorized and approved, and after their execution, the Bonds shall be delivered to the Underwriters or its agents or assigns, upon receipt by the Issuer of the agreed purchase price, provided the terms of the Bonds are within the parameters of this Bond Ordinance. The execution and delivery of the Bond Purchase Agreement on behalf of the Issuer by one or more of the Executive Officers is hereby authorized and approved. The Executive Officers of the Issuer are each 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 them necessary or advisable to implement or facilitate the sale of the Bonds.

**SECTION 24. Publication & Effectiveness.** This ordinance shall be published one time in the official journal of the City as required by law, and shall become effective after seven (7) days from the date this ordinance is signed by the Mayor, the elapse of seven (7) days after receipt by the Mayor without signature or veto, or upon an override of a veto, whichever occurs first.

**SECTION 25. Section Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 26. Post Issuance Compliance.** The Executive Officers and/or their designees are directed to establish, continue, and/or amend, as applicable, written procedures to assist the Issuer in complying with various State and federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

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

**SECTION 28. Controlling Authority.** If any provisions of any prior resolutions adopted by the Governing Authority related to the Bonds authorized herein are in conflict with any provisions herewith, the provisions of this Bond Ordinance shall supersede said provisions in any prior resolutions.

**APPROVED AS TO LEGAL FORM:**

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**City Attorney's Office**

**Exhibit A**

**FORM OF BOND**

No. R-\_\_\_\_

Principal Amount \$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF CADDO**

**GENERAL OBLIGATION BONDS,  
SERIES 2024B  
OF THE  
CITY OF SHREVEPORT,  
STATE OF LOUISIANA**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Bond Date</u>	<u>CUSIP Number</u>

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

\_\_\_\_\_

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, commencing September 1, 2025 (each an “*Interest Payment Date*”), at the Interest Rate per annum set forth above (calculated using a year of three hundred sixty (360) days comprised of twelve (12) thirty (30)-day months) until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of and premium, if any, on this Bond, upon maturity or redemption, is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal office of Argent Trust Company, in the City of Ruston, Louisiana, or successor thereto (the “*Paying Agent*”) upon presentation and surrender hereof. Interest on this Bond is payable by check or draft mailed on or before the Interest Payment Date by the Paying Agent to the registered owner (the “*Owner*”) at the address as shown on the registration books of the Paying Agent maintained for such purpose. The interest so payable on any Interest Payment Date will be paid to the Owner in whose name this Bond (or one or more predecessor Bonds) is registered at the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance (hereinafter defined).

This Bond is one of an authorized issue of General Obligation Bonds, Series 2024B, aggregating in principal the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the

“**Bonds**”), all of like tenor and effect except as to number, denomination, interest rate and maturity, said Bonds having been issued by the Issuer pursuant to Ordinance No. \_\_\_\_ of 2024 enacted by its governing authority on November 8, 2024 (the “**Bond Ordinance**”), for the purpose of paying the costs of Proposition No. 1, consisting of capital improvements in the City related to projects authorized by the Governing Authority, including public facilities and equipment for police department headquarters, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefor, if necessary, and paying the costs of issuance of the Bonds thereof.

The Bonds are issuable as book-entry-only registered bonds in the denomination of \$5,000 principal amount or any integral multiple thereof within a single maturity, exchangeable for an equal aggregate principal amount of bonds of the same maturity of any other authorized denomination.

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

Subject to the limitations of and upon payment of the charges provided in the Bond Ordinance, the transfer of this Bond may be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal office of the Paying Agent as registrar, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory

to the Paying Agent, duly executed by the registered Owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for registration of transfer of this Bond, the Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue and neither the Issuer nor the Paying Agent shall be bound by any notice to the contrary.

The Bonds maturing on and after \_\_\_\_\_, 20\_\_, shall be subject to redemption prior to maturity at the option of the Issuer in whole or in part at any time, on and after \_\_\_\_\_, 20\_\_, and if less than a full maturity then by lot within such maturity, at the redemption price of par plus accrued interest to the date of redemption.

The Bonds maturing on \_\_\_\_\_ 1, 20\_\_, shall be subject to mandatory redemption prior to their maturity in the following principal amounts on \_\_\_\_\_ 1 in the following years by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date::

<b>Year of Maturity</b>	<b>Principal Amount</b>
-------------------------	-----------------------------

    1    

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\* Final Maturity

In the event a Bond is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Official notice of such call, if any, of any of the Bonds for redemption will be given not less than thirty (30) days prior to the redemption date by mailing a notice of said redemption to the registered holder of the Bonds to be redeemed at the address appearing on the books of the Registrar of the Bonds.

The Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modifications of the rights and obligations of the Issuer and the rights of the Owners of the Bonds at any time by the Issuer with consent of the Owners of a 2/3rds majority in aggregate amount of all Bonds issued under the Bond Ordinance, to be determined in accordance with the Bond Ordinance.

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

**THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART CONSTITUTE GENERAL OBLIGATIONS OF THE ISSUER, AND THE FULL FAITH AND CREDIT OF THE ISSUER IS PLEDGED FOR THE PAYMENT OF THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART. SAID BONDS ARE SECURED BY A SPECIAL**

**GENERAL OBLIGATION *AD VALOREM* TAX TO BE IMPOSED AND COLLECTED ANNUALLY IN EXCESS OF ALL OTHER TAXES ON ALL THE PROPERTY SUBJECT TO SUCH TAXATION WITHIN THE TERRITORIAL LIMITS OF THE ISSUER, UNDER THE CONSTITUTION AND LAWS OF LOUISIANA, SUFFICIENT IN AMOUNT TO PAY THE PRINCIPAL OF THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART AND THE INTEREST THEREON AS THEY SERIALLY MATURE.**

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

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.

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

**CITY OF SHREVEPORT, STATE OF  
LOUISIANA**

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Clerk of Council

---

Mayor

(SEAL)

\* \* \* \* \*

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within mentioned Bond Resolution.

**ARGENT TRUST COMPANY**  
Ruston, Louisiana

as Paying Agent

Date of  
Registration: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

\* \* \* \* \*

(FORM OF ASSIGNMENT)

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

Please Insert Social Security  
or other Identifying Number of  
Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full  
power of substitution in the premises.

Dated: \_\_\_\_\_

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

\* \* \* \* \*

(FORM OF LEGAL OPINION CERTIFICATE)

I, the undersigned Clerk of Council of the City of Shreveport, State of Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of Butler Snow LLP, Bond Counsel, and Blanchard, Walker, O'Quin & Roberts, PLC, Co-Bond Counsel, the originals of which were manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and were delivered to the Purchaser thereof.

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

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LaTonya Bogan, Clerk of Council

**Exhibit B**

**FORM OF REQUISITION**

**\$ \_\_\_\_\_  
CITY OF SHREVEPORT,  
STATE OF LOUISIANA  
GENERAL OBLIGATION BONDS,  
SERIES 2024B**

REQUISITION NO. \_\_\_\_\_

Name and Address of Payee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount to be Paid: \$ \_\_\_\_\_

Purpose of Expenditure (in specific detail):

The undersigned Authorized City Representative hereby certifies that:

(a) Each obligation listed above in the stated amounts have been incurred by the City and are either (1) presently due and payable or (2) have been paid by the City and each item thereof is a proper charge against the Project Fund and has not been the subject of any prior requisition.

(b) Any work, materials, supplies and equipment listed herein have been performed or delivered and are in accordance with the description of the Project referred to in the \_\_\_\_\_.

Date: \_\_\_\_\_

**CITY OF SHREVEPORT, STATE OF  
LOUISIANA**

By: \_\_\_\_\_  
Authorized Representative

**Exhibit C**

**G-17 LETTER**

*(Attached.)*

**Exhibit D**

**BOND COUNSEL ENGAGEMENT LETTERS**

*(Attached.)*

**Exhibit E**

**DISCLOSURE COUNSEL ENGAGEMENT LETTER**

*(Attached.)*

STATE OF LOUISIANA

PARISH OF CADDO

I, the undersigned Clerk of the City Council of the City of Shreveport, State of Louisiana (the “*Governing Authority*”), acting as the governing authority of the City of Shreveport, State of Louisiana (the “*Issuer*”), do hereby certify that the foregoing constitutes a true and correct copy of an Ordinance adopted by the Governing Authority on November 8, 2024, providing for the incurring of debt and issuance of not to exceed Twenty-Eight Million Nine Hundred Thousand Dollars (\$28,900,000) of General Obligation Bonds, in one or more series, of the City of Shreveport, State of Louisiana; prescribing the form, terms and conditions of said Bonds, designating the date, denomination and place of payment of said Bonds, providing for the payment thereof in principal and interest; authorizing the agreement with the Paying Agent; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City Council of the City of Shreveport, State of Louisiana, on this \_\_ day of \_\_\_\_\_, 2024.

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Clerk of Council

(SEAL)  
90328604.v3