

PUBLIC NOTICES from Page 15A

The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the Bonds to be printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to apply an amount of the proceeds derived from the issuance and sale of the Bonds, together with additional moneys of the Issuer, as may be required, as will enable the Issuer to immediately redeem the principal and interest of the Refunded Bonds on the redemption date, and the Executive Officers are hereby authorized to release existing moneys from the Sinking Fund for the Refunded Bonds as necessary. Payment of Bonds.

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

Severability.

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

Effect of Registration.

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

Notices to Owners.

Wherever this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and delivered via accepted means of electronic communication or mailed, firstclass postage prepaid, to each Owner, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution 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.

Cancellation of Bonds. All Bonds surrendered for payment, transfer, exchange or replacement, 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.

Bonds Mutilated, Destroyed, Stolen or Lost.

If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their 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 Ordinance. Any additional procedures set forth in the Agreement authorized in this 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.

Recital of Regularity.

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

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

Award of Bonds.

The Issuer hereby accepts the offer of the Purchaser, which offer is attached as Exhibit A hereto, and an Executive Officer is hereby authorized to execute said offer on behalf of the Issuer. As a condition to the delivery of the Bonds to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Bonds and is extending credit in the form of the Bonds as a vehicle for making a commercial loan to the Issuer.

Successor Paying Agent; Paying Agent Agreement.

The original Paying Agent shall be The Cottonport Bank, in the Town of Cottonport, Louisiana. 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 designation of the initial Paying Agent in this Ordinance is hereby confirmed and approved. 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 a resolution or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Any successor Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. If required, the Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

Publication.

A copy of this Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer.

Tax Covenants.

The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (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 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 or 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 a “private activity bond”.

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

Bonds “Qualified Tax-Exempt Obligations.”

The Bonds are designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bonds are not “private activity bonds” within the meaning of the Code; and
 - (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2021 does not exceed \$10,000,000.
- Disclosure Under SEC Rule 15c2-12.
- The Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities and Exchange Commission [17 CFR 240.15c2-12].

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.

Call for Redemption. Subject only to the actual delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on or about June 1, 2021, at the principal amount thereof and accrued interest to the redemption date in compliance with the ordinances authorizing their issuance.

Notice of Call for Redemption. In accordance with the ordinances authorizing the issuance of the Refunded Bonds, a notice of redemption shall be sent to the registered owners of the Refunded Bonds as the same appear on the registration books of the paying agent by means of first class mail or via accepted means of electronic communication.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: Elliot Britt, Debra Lemle and Jo Caldwell.
NAYS: 0
ABSENT: Roger Hillard and Nettie B. Brown.
And the Ordinance was declared adopted on this 13th day of May, 2021.
/s/ Ashlyn Williams /s/ Marc McCarty

Clerk Mayor
The following Exhibit is available for review during normal business hours at the office of the Clerk, Town of Wisner, 9530 Natchez Street, Wisner, Louisiana.

EXHIBIT A: Commitment Letter of The Cottonport Bank 5/19, 1tb
Town of Wisner Regular Council Meeting

The Town of Wisner Mayor and Board of Alderman met in regular session on at 6:30 pm at Wisner Town Hall.

Present: Mayor Marc McCarty, Alderman Jo Caldwell, Elliot Britt, and Debra Lemle
Also Present: Town Clerk Ashlyn Williams, Utility Clerk Harriet Luckett, CPA Steven Kimball, and Attorney Hardy Andrews.
Call to Order: There being a quorum. Mayor Marc McCarty call the meeting proceeding to order at 6:30 PM.
Prayer & Pledge: Prayer was given by Jo Caldwell. Pledge of Allegiance was led by Marc McCarty.
Approval of Minutes: Jo Caldwell made a motion. Seconded by Elliot Britt. Motion carried.
Approval of Financial Reports: Discussion held. J Caldwell made a motion. Seconded by Elliot Britt. Motion Carried.
Departmental Reports
Fire: Discussion held. Report was given by Mayor Marc McCarty.
Police: Discussion held. Report was given by Chief of Police, Billy Beach.
Water: Discussion held. Potholes will be filled in with asphalt and the sewerage pump has been cleaned out and fixed which has eliminated the leaks on Sugar Hill, Texas Street, and Pine Street. Report was given by Supervisor Randell Griggs and Asst. Supervisor Wayne Williams
Citizen Participation:
-Andrew Douglas expressed his concerns about loud music throughout the neighborhoods after midnight. Mr. Douglas also asked what were the plans on making the Town of Wisner a better living environment.
-Margaret Jackson expressed her concerns about trash and debris being dumped over the fence and into the canal by her home which is causing problems.
-Talmadge Roberts stated there is a gutted home that needs to be torn down because it isn't livable.
-Iyanna Anderson explains that her yard is being washed away. She's seeking help in the upkeep of her grass and gravel.
Old Business: NONE
New Business:
-Steven Kimball gave report. Debra Lemle made a motion. Seconded by Elliot Britt to move forward with the Amended Budget for the 2020-2021 Fiscal Year. Motion carried.
-Steven Kimball gave report. Elliot Britt made a motion. Seconded by Jo Caldwell to approve the Operating Budget for the 2021-2022 Fiscal Year. Motion carried.
-Hardy Andrews discussed Ordinance Series 2021. Jo Caldwell made a motion. Second by Elliot Britt. Motion carried.
-Jo Caldwell made a motion to remove old Town Clerk from Signatories account and to add new Town Clerk. Seconded by Elliot Britt. Motion carried.
Adjournment: With no further business, Elliot Britt made a motion. Seconded by Debra Lemle.

Marc McCarty Ashlyn William
Mayor Town Clerk
5/19, 1tb

STATEWIEDS from Page 12A

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