

The following Ordinance was introduced by Andrew D'Aquila, seconded by Abby T. Cochran at a regular meeting of the Board of Alderman convened on March 22, 2022.

ORDINANCE NO. 2022-4

The following Ordinance, having been previously introduced and published, was offered for final adoption by James R. Leake, seconded by Andrew D'Aquila:

AN ORDINANCE AUTHORIZING THE TOWN OF ST. FRANCISVILLE, STATE OF LOUISIANA (the "TOWN"), TO PROCEED WITH A NOT TO EXCEED \$5,250,000 FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY; AUTHORIZING AND RATIFYING THE TOWN'S REQUEST OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY TO ISSUE ITS REVENUE BONDS; AUTHORIZING THE BORROWING BY THE TOWN OF THE PROCEEDS FROM THE SALE THEREOF TO PROVIDE SUFFICIENT FUNDS TO CONSTRUCT, ACQUIRE, EXTEND, EXPAND, IMPROVE, MAINTAIN, OPERATE, AND DECOMMISSION SEWERAGE FACILITIES (INCLUDING BUT NOT BEING LIMITED TO SEWERAGE TREATMENT FACILITIES) SERVING THE TOWN, AND ACQUIRE IMMOVABLE PROPERTY, SERVITUDES, AND EQUIPMENT RELATED THERETO AND PROVIDING FOR THE REPAYMENT OF AND SECURITY THEREFOR; APPROVING AND RATIFYING THE TERMS OF THE SALE OF THE BONDS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT; AUTHORIZING THE FORM OF AND EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF THE BONDS AND ANCILLARY FINANCING DOCUMENTS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, it is the purpose of the Louisiana Local Government Environmental Facilities and Community Development Authority (the "*Authority*"), to encourage public infrastructure and public works of all types, and to assist political subdivisions in constructing public works and in financing and refinancing the construction of public infrastructure and public works; and

WHEREAS, the Town of St. Francisville, State of Louisiana (the "*Town*"), is a participating political subdivision of the Authority in accordance with the Act; and

WHEREAS, the Mayor and the Board of Alderman of the Town, acting as governing authority thereof (the "*Governing Authority*"), have determined that it is in the Town's best interest to request the Authority, established pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 33:4548.16, inclusive) (the "*Act*"), to authorize, sell and issue the Authority's not to exceed \$5,250,000 Revenue Bonds (Town of St. Francisville Sewer Project), Series 2022 (the "*Bonds*"), the proceeds of which will be loaned by the Authority to the Town (the "*Loan*"), pursuant to the provisions of a Loan Agreement by and between the Authority and the Town (the "*Loan Agreement*"), which Loan proceeds will be

used by the Town to (i) construct, acquire, extend, expand, improve, maintain, operate, and decommission sewerage facilities (including but not being limited to sewerage treatment facilities) serving the Town, and acquire immovable property, servitudes, and equipment related thereto (the “*Project*”); (ii) fund a debt service reserve fund, if necessary; and (iii) pay the costs of issuance of the Bonds; and

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

SECTION 1. The Town hereby requests the Authority to authorize and issue the Authority’s Revenue Bonds (Town of St. Francisville Sewer Project), Series 2022 in an aggregate principal amount not to exceed \$5,250,000, the proceeds of which shall be loaned to the Town pursuant to the Loan Agreement and will be used by the Town to (i) construct, acquire, extend, expand, improve, maintain, operate, and decommission sewerage facilities (including but not being limited to sewerage treatment facilities) serving the Town, and acquire immovable property, servitudes, and equipment related thereto; (ii) fund a debt service reserve fund, if necessary; and (iii) pay the costs of issuance of the Bonds.

SECTION 2. The Bonds shall be issued and sold by the Authority only as fully registered bonds in the denominations of at least \$100,000 or any integral multiple thereof. The Bonds shall mature not later than fourteen (14) years from their date of issuance and shall bear interest at a rate not to exceed five percent (4.00%) per annum.

SECTION 3. The form and terms of a Loan Agreement and all other ancillary documents are hereby authorized and approved in the forms approved by bond counsel to the Authority. The Loan Agreement shall obligate the Town to pay to the Authority amounts necessary from Lawfully Available Funds of the Town authorized and collected (“*Lawfully Available Funds*”) to allow the Authority to make principal and interest payments on the Bonds and to secure the payment thereof. The Town hereby accepts the offer for the purchase of the Bonds as contained in the Term Sheet attached hereto as **Exhibit A** (the “*Term Sheet*”).

SECTION 4. The Mayor, Chairman of the Board of Alderman and/or Town Clerk of the Governing Authority are hereby authorized to execute and deliver the Loan Agreement, the Term Sheet and any and all other ancillary documents related thereto and necessary for the consummation of the transaction as contemplated by the Loan Agreement.

SECTION 5. The Mayor, Chairman of the Board of Alderman and/or Town Clerk of the Governing Authority are hereby authorized and directed to take all further action necessary or reasonably required to effect the loan from the Authority evidenced by the Loan Agreement and is specifically authorized to approve any changes to the Loan Agreement and all other ancillary documents approved by counsel to the Town and/or bond counsel to the Authority, within the parameters set forth herein, such approval to be conclusively evidenced by its execution thereof.

SECTION 6. The Authority is hereby requested to take all actions necessary to issue and sell the Bonds.

SECTION 7. The Mayor, Chairman of the Board of Alderman and/or Town Clerk of the Governing Authority are hereby authorized and directed to do any and all things necessary and incidental to carry out the provisions of this Ordinance and effect the completion of the Project and to assist the Authority in carrying out its functions in connection with the financing.

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Board of Alderman, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS: Andrew D'Aquila, James R. Leake and Al Lemoine

NAYS: none

ABSENT: Abby T. Cochran and Gigi Robertson

SECTION 10. This Ordinance shall become effective on May 2, 2022.



ROBERT P. LEAKE, MAYOR



SHANNON STURGEON, TOWN CLERK

EXHIBIT A
TERM SHEET



April 12, 2022

Mr. Robert “Bobee” Leake
 Mayor, Town of St. Francisville
 Post Office Box 400
 St. Francisville, Louisiana 70775

Reference: Not to Exceed \$5,250,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Town of St. Francisville Sewer Project), Series 2022 (the “Loan”).

Dear Mayor Leake:

The Bank of St. Francisville (the “Lender”) is pleased to furnish this Term Sheet (this “Term Sheet”) to the Town of St. Francisville, State of Louisiana (the “Borrower”). This term sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender’s part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Bank of St. Francisville.

Below you will find the proposed set of terms and conditions associated with this Term Sheet:

Borrower:	Town of St. Francisville, State of Louisiana
Issuer:	Louisiana Local Government Environmental Facilities and Community Development Authority (LCDA)
Lender:	Bank of St. Francisville
Role of Lender:	The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Loan:	The Borrower acknowledges and agrees that the Lender is purchasing the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Purpose:	The proceeds of the Loan will be used for the purpose of providing sufficient funds to allow the Borrower to finance the construction, acquisition, extension, expansion, improvement, maintenance, operation, and decommission of sewerage facilities (including but not being limited to sewerage treatment facilities) serving the Town, and the acquisition of immovable property, servitudes, and equipment related thereto (collectively, the "Project").
Loan Amount:	Up to \$5,250,000.
Structure:	Non-Bank Qualified Tax Exempt Revenue Backed Term Loan evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument")
Interest Rate:	The Loan is a Tax-Exempt, Non-Bank Qualified Loan. The Loan will bear interest for fourteen (14) years at a fixed rate per annum of 3.25%
Repayment:	Interest will be payable semi-annually (calculated on the basis of a 30 day month and a 360 day year) on each May 1 and November 1, commencing November 1, 2022. Annual principal payments will be payable each May 1, commencing May 1, 2023.
Maturity Date:	May 1, 2036.
Prepayment:	The Borrower may not prepay any part of the principal balance of this Bond prior to May 1, 2024. All partial prepayments of principal shall be applied as set forth below. One pro rata principal payment can be made on or before the initial principal payment date of May 1, 2024. All other advance principal payments will be applied in inverse order of maturities.
Facility Fee:	None.
Other Fees, Costs and Expenses:	The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated.

<p>Security:</p>	<p>The Bonds are secured pursuant to the Indenture by (i) an assignment and pledge by the Issuer to the Trustee, for the benefit of the Bondholders, of all of its right, title and interest in and to the Loan Agreement dated as of May 1, 2022 (the “Agreement”) by and between the Issuer and the Borrower and all payments and other revenues to be received thereunder (excepting the Issuer’s right to exculpation, indemnification and payment of expenses thereunder), and (ii) certain funds held by the Trustee pursuant to the Indenture (collectively, the “Trust Estate”).</p> <p>The Bonds are payable solely from and secured by the Lawfully Available Funds of the Borrower. “Lawfully Available Funds” means, collectively, the funds, income, revenues, fees, receipts or charges of any nature and from any source whatsoever on deposit with or accruing from time to time to the Town, including specifically the proceeds of the herein defined Tax (as defined in the Indenture and Agreement), provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that neither the full faith and credit of the Town nor any specific tax of the Town, except for the Tax, is pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Town from time to time.</p>
<p>Representations and Warranties:</p>	<p>Usual and customary for this type of financing.</p>
<p>Covenants:</p>	<p>Usual and customary for this type of financing, including but not limited to the following.</p>
<p>Defaults:</p>	<p>Usual and customary for this type of financing.</p>
<p>Remedies:</p>	<p>The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.</p>
<p>Legal Opinions:</p>	<p>As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:</p> <p>an opinion of bond counsel in form and substance satisfactory to the Lender in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Louisiana to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Louisiana.</p>
<p>Transfer Provisions:</p>	<p>The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.</p>
<p>Disclaimer:</p>	<p>This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.</p>

<p>US Patriot Act:</p>	<p>The borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Authority further represents and warrants to the Lender that the borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.</p>
<p>Confidentiality:</p>	<p>The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.</p>
<p>Waiver of Jury Trial:</p>	<p>To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.</p>

Governing Law: State of Louisiana.

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through **June 16, 2022**. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.



EXHIBIT A

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in the foregoing Term Sheet.

Borrower Signature:

By: _____

Name: _____

Title: _____

Issuer Signature:

By: _____

Name: _____

Title: _____

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

I, SHANNON STURGEON, Town Clerk of the Town of St. Francisville, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2022-4 enacted by the Governing Authority of the Town of St. Francisville, St. of Louisiana on April 12, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 13TH DAY OF APRIL 2022.



SHANNON STURGEON, COUNCIL CLERK

DATE PUBLISHED: 04/20/2022

DATE EFFECTIVE: 05/02/2022