

1 **ORDINANCE NO. _____**

2
3 **AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF PORT**
4 **AUTHORITY REVENUE BONDS; TO PROVIDE FOR THE PAYMENT**
5 **OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO**
6 **PRESCRIBE OTHER MATTERS RELATING THERETO; TO DECLARE**
7 **AN EMERGENCY; AND FOR OTHER PURPOSES.**
8

9 **WHEREAS**, the City of Little Rock, Arkansas (the "City") owns a municipal port and related land and
10 facilities known as the Port of Little Rock (the "Port"), which is operated by the Little Rock Port Authority
11 (the "Authority") for and on behalf of the City; and

12 **WHEREAS**, the Authority and the Board of Directors of the City have determined that there is a need
13 for the acquisition, construction and equipping of improvements at the Port, including particularly, without
14 limitation, road improvements and a new dock and railspur (the "Improvements"); and

15 **WHEREAS**, the City can obtain the necessary funds to finance a portion of the Improvements, fund a
16 debt service reserve and pay costs of issuing bonds by issuing its Port Authority Revenue Bonds, Taxable
17 Series 2017, in the principal amount of Four Million, Nine Hundred Fifty Thousand Dollars (\$4,950,000.00)
18 (the "Bonds"); and

19 **WHEREAS**, the City and the Authority have made arrangements for the sale of the Bonds to Crews &
20 Associates, Inc., (the "Purchaser") at a price of Four Million, Nine Hundred Thirty-Three Thousand, Three
21 Hundred Ninety-Nine and 45/100 Dollars (\$4,933,399.45) (principal amount plus net original issue
22 premium of Forty-Five Thousand, Two Hundred Seventy-Four and 45/100 Dollars (\$45,274.45), less
23 Underwriter's discount of Sixty-One Thousand, Eight Hundred Seventy-Five Dollars (\$61,875.00) (the
24 "Purchase Price") pursuant to a Bond Purchase Agreement between the City and the Purchaser (the
25 "Agreement"), which has been presented to and is before this meeting; and

26 **WHEREAS**, the Preliminary Official Statement dated October 30, 2017, offering the Bonds for sale
27 (the "Preliminary Official Statement") has been presented to and is before this meeting; and

28 **WHEREAS**, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy,
29 Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure
30 obligations of the City with respect to the Bonds, has been presented to and is before this meeting;

31 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY**
32 **OF LITTLE ROCK, ARKANSAS:**

33 **Section 1.** The Improvements shall be accomplished. The accomplishment of the Improvements shall
34 be under the control and supervision of, and all details in connection therewith shall be handled by, the

1 Authority, and the Authority shall make all contracts and agreements necessary or incidental to the
2 performance of its duties and the execution of its powers. The Authority shall let all construction contracts
3 pursuant to and in accordance with existing laws and shall require such performance bonds and insurance
4 from the contractors as, in the judgment of the Authority, will fully insure the completion of the
5 Improvements in accordance with the plans and specifications therefor.

6 **Section 2.** The Board of Directors hereby finds and declares that the period of usefulness of the
7 Improvements will be more than twenty-five (25) years, which is longer than the term of the Bonds.

8 **Section 3.** The offer of the Purchaser for the purchase of the Bonds from the City at the Purchase Price
9 for Bonds bearing interest at the rates per annum, maturing and otherwise subject to the terms and provisions
10 hereafter in this ordinance set forth in detail is hereby accepted, and the Agreement, in substantially the
11 form submitted to this meeting, is approved and the Bonds are hereby sold to the Purchaser. The Mayor is
12 hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all
13 action required on the part of the City to fulfill its obligations under the Agreement.

14 **Section 4.** The Preliminary Official Statement is hereby approved and the previous use of the
15 Preliminary Official Statement by the Purchaser in connection with the offer and sale of the Bonds is hereby
16 in all respects authorized and approved, and the Mayor is hereby authorized and directed, for and on behalf
17 of the City, to execute the Preliminary Official Statement and the final Official Statement as set forth in the
18 Agreement.

19 **Section 5.** The Disclosure Agreement, in substantially the form submitted to this meeting, is hereby
20 approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement
21 on behalf of the City. The Mayor, the Executive Director of the Port (the "Executive Director") and the
22 officers of the Authority and the City are each authorized and directed to take all action required on the part
23 of the City to fulfill the City's obligations under the Disclosure Agreement.

24 **Section 6.** It is understood and agreed that the Authority, acting for and on behalf of the City, has
25 custody of and control over the Port, owns, operates, maintains and repairs the Port and collects and handles
26 Port Revenues (as defined in Section 8 hereof). Therefore, it is understood and agreed that even though
27 there are some express references to the Authority, all references herein to the City shall, when appropriate
28 in view of the authority and responsibility of the Authority, be construed to mean and include the Authority.

29 **Section 7.** Under the authority of the Constitution and laws of the State of Arkansas (the "State"),
30 including particularly Title 14, Chapter 186, Subchapter 3 and Title 14, Chapter 164, Subchapter 4 of the
31 Arkansas Code of 1987 Annotated, City of Little Rock, Arkansas Port Authority Revenue Bonds, Taxable
32 Series 2017 are hereby authorized and ordered issued in the principal amount of Four Million, Nine
33 Hundred Fifty Thousand Dollars (\$4,950,000.00) for the purpose of financing a portion of the cost of the
34 Improvements, funding a debt service reserve and paying necessary expenses incidental thereto and to the

1 authorization and issuance of the Bonds. The Bonds shall bear interest at the rates and shall mature on
2 December 1 in the years and in the amounts as follows:

<u>Year</u>	<u>Principal</u>	<u>Interest Rate</u>
2023*	\$1,135,000	3.00%
2025*	425,000	3.25
2027*	450,000	3.75
2029*	490,000	4.00
2035*	1,750,000	4.75
2037*	700,000	4.75

3 _____
4 *Term Bonds

5 The Bonds shall be dated the date of their delivery to the Purchaser and shall be issuable only as fully
6 registered bonds, without coupons, in the denomination of Five Thousand Dollars (\$5,000.00) or any
7 integral multiple thereof. Unless the City shall otherwise direct, the Bonds shall be numbered from R-1
8 upward in order of issuance. Each Bond shall be assigned a CUSIP Number.

9 The Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust
10 Company ("DTC"), which shall be considered to be the registered owner of the Bonds for all purposes
11 under this Ordinance, including, without limitation, payment by the City of principal of, redemption price,
12 premium, if any, and interest on the Bonds, and receipt of notices and exercise of rights of registered owners.
13 There shall be one certificated, typewritten Bond for each stated maturity date which shall be immobilized
14 in the custody of or on behalf of DTC with the beneficial owners having no right to receive the Bonds in
15 the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance
16 of records of the ownership of beneficial interests in the Bonds by book-entry on the system maintained
17 and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made
18 only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is
19 expected to maintain records of the positions of participants in the Bonds, and the participants and persons
20 acting through participants are expected to maintain records of the purchasers of beneficial interests in the
21 Bonds. The Bonds as such shall not be transferable or exchangeable, except for transfer to another securities
22 depository or to another nominee of a securities depository, without further action by the City.

23 If any securities depository determines not to continue to act as a securities depository for the Bonds
24 for use in a book-entry system, the City may establish a Securities Depository/Book-Entry System
25 relationship with another securities depository. If the City does not or is unable to do so, or upon request
26 of the beneficial owners of all outstanding Bonds, the City and the Trustee (hereinafter identified), after the
27 Trustee has made provision for notification of the beneficial owners by the then securities depository, shall

1 permit withdrawal of the Bonds from the securities depository, and authenticate and deliver Bond
2 certificates in fully registered form (in denominations of Five Thousand Dollars (\$5,000.00) or integral
3 multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense
4 (including costs of printing definitive Bonds) of the City, if the City fails to maintain a securities
5 depository/book-entry system, or of the beneficial owners, if they request termination of the system.

6 Prior to issuance of the Bonds, the City shall have executed and delivered to DTC a written agreement
7 (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and
8 responsibilities of the City with respect to the Bonds so long as the Bonds or a portion thereof are registered
9 in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution
10 and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this
11 Section or in any other way impose upon the City any obligation whatsoever with respect to persons having
12 interests in the Bonds other than the registered owners, as shown on the registration books kept by the
13 Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation
14 Letter with respect to the Trustee to at all times be complied with.

15 The authorized Officers of the Trustee and the City shall do or perform such acts and execute all such
16 certificates, documents and other instruments as they or any of them deem necessary or advisable to
17 facilitate the efficient use of a securities depository for all or any portion of the Bonds; provided that neither
18 the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of
19 Bonds that are inconsistent with their obligations to any registered owner under this ordinance.

20 Interest on the Bonds shall be payable on June 1, 2018, and semiannually thereafter on June 1st and
21 December 1st of each year. Payment of each installment of interest shall be made to the person in whose
22 name the Bond is registered on the registration books of the City maintained by First Security Bank, Searcy,
23 Arkansas, as trustee and paying agent (the "Trustee"), at the close of business on the fifteenth day of the
24 month (whether or not a business day) next preceding each interest payment date (the "Record Date"),
25 irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such
26 interest payment date, by check or draft mailed by the Trustee to such owner at his address on such
27 registration books. Principal of the Bonds shall be payable at the Corporate Trust Office of the Trustee.

28 Each Bond shall bear interest from the payment date next preceding the date on which it is authenticated
29 unless it is authenticated on an interest payment date, in which event it shall bear interest from such date,
30 or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from
31 its dated date, or unless it is authenticated during the period from the Record Date to the next interest
32 payment date, in which case it shall bear interest from such interest payment date, or unless at the time of
33 authentication thereof interest is in default thereon, in which event it shall bear interest from the date to
34 which interest has been paid.

1 Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the
2 form set forth in Section 9 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any
3 right or benefit under this Ordinance. No Bond shall be valid and obligatory for any purpose unless and
4 until the Certificate shall have been duly executed by the Trustee, and the Certificate upon any such Bond
5 shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.
6 The Certificate on any Bond shall be deemed to have been executed if signed by an authorized officer of
7 the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Bonds.

8 In case any Bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited
9 by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, number,
10 maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in
11 lieu of and in substitution for such Bond destroyed or lost, upon the owner paying the reasonable expenses
12 and charges of the City and Trustee in connection therewith, and, in the case of a Bond destroyed or lost,
13 his filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost, and of his
14 ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee
15 is hereby authorized to authenticate any such new Bond. In the event any such Bond shall have matured,
16 instead of issuing a new Bond, the City may pay the same without the surrender thereof. Upon the issuance
17 of a new Bond under this Section, the City may require the payment of a sum sufficient to cover any tax or
18 other governmental charge that may be imposed in relation thereto and any other expenses (including the
19 fees and expenses of the Trustee) connected therewith.

20 The City shall keep, or cause to be kept, books for the registration and for the transfer of the Bonds as
21 provided herein and in the Bonds. The Trustee shall act as the Bond Registrar. Each Bond is transferable
22 by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the
23 Trustee. Upon such transfer a new fully registered Bond or Bonds of the same maturity, of authorized
24 denomination or denominations, for the same aggregate principal amount will be issued to the transferee in
25 exchange therefor.

26 No charge shall be made to any owner of any Bond for the privilege of transfer or exchange, but any
27 owner of any Bond requesting any such transfer or exchange shall pay any tax or other governmental charge
28 required to be paid with respect thereto. Except as otherwise provided in the immediately preceding
29 sentence, the cost of preparing each new Bond upon each exchange or transfer and any other expenses of
30 the City or the Trustee incurred in connection therewith shall be paid by the City. Neither the Trustee nor
31 the City shall be required to transfer or exchange any Bonds selected for redemption in whole or in part.

32 The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute
33 owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest
34 of any Bond shall be made only to or upon the order of the registered owner thereof or his legal
35 representative, but such registration may be changed as hereinabove provided. All such payments shall be

1 valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so
2 paid.

3 In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for
4 redemption of any Bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on
5 which banking institutions are authorized by law to close, then payment of interest or principal (and
6 premium, if any) need not be made on such date but may be made on the next succeeding business day with
7 the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest
8 shall accrue for the period after the date of maturity or date fixed for redemption.

9 **Section 8.** The Bonds shall be executed on behalf of the City by the Mayor and City Clerk and shall
10 have impressed or imprinted thereon the seal of the City. The Bonds, together with interest thereon, are
11 secured by a pledge of Net Revenues (as hereinafter defined). Revenues of the Port include revenues
12 derived from the use of Port facilities including particularly, without limitation, revenue derived from rates
13 and charges imposed and maintained for the use of the Port facilities and lease rentals under leases or
14 payments under security agreements or other instruments entered into pursuant to Title 14, Chapter 186,
15 Subchapter 3 of the Arkansas Code of 1987 Annotated ("Port Revenues"). There is specifically excluded
16 from "Port Revenues" revenues derived from the operation of the Authority's industrial park at the Port;
17 provided, however, that any terminal, railroad and riverfront charges to customers located in the Authority's
18 industrial park are specifically included in Port Revenues. "Net Port Revenues" means gross Port Revenues
19 less the amounts required to pay the costs of operation, maintenance and repair, including all expense items
20 properly attributable to the operation and maintenance of the Port in accordance with generally accepted
21 accounting principles, excluding depreciation and interest expenses. Net Port Revenues are hereby pledged
22 and mortgaged for the equal and ratable payment of the Bonds. Notwithstanding anything herein to the
23 contrary, nothing shall prohibit the City or the Authority from using other revenues or moneys of the
24 Authority (excluding any moneys derived from taxes) to pay the principal of and interest on the Bonds.

25 The Bonds shall not constitute an indebtedness of the City within any constitutional or statutory
26 limitation.

27 **Section 9.** The Bonds shall be in substantially the following form and the Mayor and City Clerk are
28 hereby expressly authorized and directed to make all recitals contained therein:(Form of Bond)

30 REGISTERED

REGISTERED

31 No. ____

\$_____

32
33 UNITED STATES OF AMERICA

34 STATE OF ARKANSAS

35 COUNTY OF PULASKI

1 CITY OF LITTLE ROCK
2 PORT AUTHORITY REVENUE BOND
3 TAXABLE SERIES 2017

Interest Rate: _____% Maturity Date: December 1, ____
Dated Date: _____, 2017
Registered Owner: Cede & Co.
Principal Amount: _____ Dollars
CUSIP No.: _____

4
5 **KNOW ALL MEN BY THESE PRESENTS:**

6 That the City of Little Rock, County of Pulaski, State of Arkansas (the "City"), for value received,
7 hereby promises to pay, but solely from the source as hereinafter provided and not otherwise, to the
8 Registered Owner shown above, upon the presentation and surrender hereof at the principal corporate trust
9 office of First Security Bank, in Searcy, Arkansas, or its successor or successors, as trustee and paying
10 agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin
11 or currency of the United States of America as at the time of payment shall be legal tender for the payment
12 of public and private debts and to pay by check or draft to the Registered Owner shown above interest
13 thereon, but solely from the source as hereinafter provided and not otherwise, in like coin or currency, at
14 the Interest Rate per annum shown above, payable semiannually on the first days of June and December of
15 each year, commencing June 1, 2018, until payment of such Principal Amount or, if this Bond or a portion
16 hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue
17 principal and interest (to the extent legally enforceable) at the rate borne by this Bond. Payment of each
18 installment of interest shall be made to the person in whose name this bond is registered on the registration
19 books of the City maintained by the Trustee at the close of business on the fifteenth day of the month
20 (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective
21 of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment
22 date. Interest on this Bond is payable from the interest payment date next preceding the date on which this
23 Bond is authenticated unless this bond is authenticated on an interest payment date, in which case it shall
24 bear interest from such date, or unless this bond is authenticated prior to the first interest payment date, in
25 which case it shall bear interest from the Dated Date shown above, or unless this bond is authenticated
26 during the period from the Record Date to the next interest payment date, in which case it shall bear interest
27 from such interest payment date, or unless at the time of authentication of this bond interest is in default
28 hereon, in which case it shall bear interest from the date to which interest has been paid.

29 Unless this bond is presented by an authorized representative of The Depository Trust Company, a New
30 York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any

1 certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an
2 authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is
3 required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE
4 HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the
5 registered owner hereof, Cede & Co., has an interest herein.

6 This Bond is one of an issue of City of Little Rock, Arkansas Port Authority Revenue Bonds, Taxable
7 Series 2017, aggregating Four Million, Nine Hundred Fifty Thousand Dollars (\$4,950,000) in principal
8 amount (the "Bonds"), and is issued for the purpose of financing a portion of the costs of the acquisition,
9 construction and equipping of improvements to the Port of Little Rock (the "Port"), funding a debt service
10 reserve and paying necessary expenses incidental thereto and to the authorization and issuance of the Bonds.

11 THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE
12 CONSTITUTION AND LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY
13 TITLE 14, CHAPTER 186, SUBCHAPTER 3 AND TITLE 14, CHAPTER 164, SUBCHAPTER 4 OF
14 THE ARKANSAS CODE OF 1987 ANNOTATED AND PURSUANT TO ORDINANCE NO. 21,504,
15 DULY ADOPTED ON NOVEMBER 7, 2017, (THE "AUTHORIZING ORDINANCE"), AND DO NOT
16 CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL OR
17 STATUTORY LIMITATION. The Bonds are not general obligations of the City but are special obligations
18 secured by Net Port Revenues (as hereinafter defined). Revenues of the Port include revenues derived from
19 the use of Port facilities including particularly, without limitation, revenue derived from rates and charges
20 imposed and maintained for the use of the Port facilities and lease rentals under leases or payments under
21 security agreements or other instruments entered into pursuant to Title 14, Chapter 186, Subchapter 3 of
22 the Arkansas Code of 1987 Annotated ("Port Revenues"). There is specifically excluded from "Port
23 Revenues" revenues derived from the operation of the industrial park at the Port; provided, however, that
24 any terminal, railroad and riverfront charges to customers located in the industrial park are specifically
25 included in Port Revenues. "Net Port Revenues" means gross Port Revenues less the amounts required to
26 pay the costs of operation, maintenance and repair, including all expense items properly attributable to the
27 operation and maintenance of the Port in accordance with generally accepted accounting principles,
28 excluding depreciation and interest expenses. An amount of Net Port Revenues sufficient to pay the
29 principal of and interest on the Bonds has been duly pledged and set aside into the Port Revenue Bond
30 Fund, Series 2017 established by the Authorizing Ordinance. Reference is hereby made to the Authorizing
31 Ordinance for a detailed statement of the terms and conditions upon which the Bonds are issued, of the
32 nature and extent of the security for the Bonds, the reservation of the power to issue additional (parity)
33 bonds, and the rights and obligations of the City, the Trustee and the owners of the Bonds.

34 The Bonds are subject to optional and mandatory sinking fund redemption as follows:

1 (1) The Bonds are subject to redemption at the option of the City, from funds from any source, on
 2 and after December 1, 2022, in whole or in part at any time, at a redemption price equal to the principal
 3 amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Bonds shall
 4 be called for redemption, the particular maturities of the Bonds to be redeemed shall be selected by the City
 5 in its discretion. If fewer than all of the Bonds of any one maturity shall be called for redemption, the
 6 particular Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the
 7 Trustee.

8 (2) To the extent not previously redeemed, the Bonds are subject to mandatory sinking fund
 9 redemption by lot in such manner as the Trustee shall determine, on December 1 in the years and in the
 10 amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued
 11 interest to the date of redemption:

12 Bonds Maturing December 1, 2023

<u>Year</u>	<u>Principal Amount</u>
2018	\$180,000
2019	180,000
2020	185,000
2021	190,000
2022	195,000
2023 (maturity)	205,000

13 Bonds Maturing December 1, 2025

<u>Year</u>	<u>Principal Amount</u>
2024	\$210,000
2025 (maturity)	215,000

14 Bonds Maturing December 1, 2027

<u>Year</u>	<u>Principal Amount</u>
2026	\$220,000
2027 (maturity)	230,000

15 Bonds Maturing December 1, 2029

<u>Year</u>	<u>Principal Amount</u>
2028	\$240,000
2029 (maturity)	250,000

16 Bonds Maturing December 1, 2035

<u>Year</u>	<u>Principal Amount</u>
2030	\$260,000

2031	270,000
2032	285,000
2033	300,000
2034	310,000
2035 (maturity)	325,000

1 Bonds Maturing December 1, 2037

<u>Year</u>	<u>Principal Amount</u>
2036	\$340,000
2037 (maturity)	360,000

2 Notice of redemption identifying the Bonds or portions thereof (which shall be Five Thousand Dollars
3 (\$5,000.00) or a multiple thereof) to be redeemed shall be given by the Trustee, not less than thirty (30) nor
4 more than sixty (60) days prior to the date fixed for redemption, by mailing a copy of the redemption notice
5 by first class mail, postage prepaid; or by other standard means, including facsimile transmissions and
6 electronic communications, to all registered owners of Bonds to be redeemed. Failure to mail an
7 appropriate notice or any such notice to one or more registered owners of Bonds to be redeemed shall not
8 affect the validity of the proceedings for redemption of other Bonds as to which notice of redemption is
9 duly given in proper and timely fashion. All such Bonds or portions thereof thus called for redemption and
10 for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to
11 the date fixed for redemption will cease to bear interest on such redemption date.

12 The City and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof
13 for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and
14 interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any
15 notice to the contrary.

16 IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things
17 required to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have
18 happened and have been performed in due time, form and manner as required by law; that the indebtedness
19 represented by the Bonds, together with all obligations of the City, does not exceed any constitutional or
20 statutory limitation; and that the above referred to Net Port Revenues pledged to the payment of the
21 principal of and premium, if any, and interest on the Bonds as the same become due and payable will be
22 sufficient in amount for that purpose.

23 This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or
24 benefit under the Authorizing Ordinance until the Certificate of Authentication hereon shall have been
25 signed by the Trustee.

1 IN WITNESS WHEREOF, the City of Little Rock, Arkansas has caused this bond to be executed by
2 its Mayor and City Clerk, and its corporate seal to be impressed or imprinted on this Bond, all as of the
3 Dated Date shown above.

4 **CITY OF LITTLE ROCK, ARKANSAS**

5 **ATTEST:**

6
7
8 _____

9 **City Clerk**

10 **(SEAL)**

11 **(Form of Trustee's Certificate)**

12
13 **TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

14 This Bond is one of the Bonds designated Port Authority Revenue Bonds, Taxable Series 2017, in
15 and issued under the provisions of the within mentioned Authorizing Ordinance.

16 **FIRST SECURITY BANK**

17 **TRUSTEE**

18
19 **By** _____

20 **Authorized Signature**

21 **Date of Authentication:** _____

22 **(A Form of Assignment shall be attached to each Bond.)**

23 **Section 10.** The Treasurer of the Authority shall be custodian of all Port Revenues. All Port Revenues
24 shall be deposited by him or her in such depository or depositories for the Authority as designated herein;
25 subject, however, to the giving of security as now or hereafter may be required by law, and provided that
26 such depository or depositories shall hold membership in the Federal Deposit Insurance Corporation
27 ("FDIC") or any successor entity. All deposits shall be in the name of the Authority and shall be so
28 designated as to indicate the particular fund to which the Port Revenues belong. Any deposit in excess of
29 the amount insured by the FDIC shall be secured by direct or fully guaranteed obligations of the United
30 States of America or other securities authorized by State law to secure public deposits, unless invested as
31 herein authorized.

32 **Section 11.** All Port Revenues shall be deposited into a special fund hereby created and designated
33 "Port Revenue Fund," in a bank selected by the City or the Authority. Moneys in the Port Revenue Fund
34 shall be applied to the payment of the reasonable and necessary expenses of operation, repair and

1 maintenance of the Port, to the payment of principal of and interest on the Bonds, to the maintenance of
2 debt service reserves at required levels, and otherwise as described herein.

3 **Section 12.**

4 (a) After setting aside in the Port Revenue Fund an amount sufficient to pay the reasonable and
5 necessary expenses of operation, repair and maintenance of the Port for such month, there shall be
6 transferred on the first business day of each month from the Port Revenue Fund into a special fund hereby
7 created and designated "Port Revenue Bond Fund, Series 2017" (the "Bond Fund") in a bank selected by
8 the City or the Authority, the sums in the amounts and at the times described below.

9 (b) There shall be paid into the Bond Fund until all outstanding Bonds, with interest thereon, have
10 been paid in full or provision made for such payment, on the first business day of each month, a sum equal
11 to 1/6 of the next installment of interest plus 1/12 of the installment of principal due during the then next
12 twelve months (either at maturity or in accordance with any mandatory redemption provisions) on all
13 outstanding Bonds, plus an amount sufficient to provide for Trustee's fees, on all outstanding Bonds;
14 provided, however, that approximately level payments shall be made for the interest payment due on June
15 1, 2018, and for the principal payment due December 1, 2018. The City shall receive a credit against
16 monthly payments from the Port Revenue Fund from all interest earnings on moneys in the Bond Fund and
17 transfers into the Bond Fund derived from interest earnings on the Debt Service Reserve.

18 (c) There is established and shall be maintained within the Bond Fund a debt service reserve (the
19 "Debt Service Reserve") funded with Bond proceeds in an amount equal to maximum annual principal and
20 interest requirements on the Bonds (the "Required Level"). If the Debt Service Reserve becomes impaired
21 or reduced below the Required Level, the deficiency shall be cured by making additional monthly payments
22 into the Bond Fund equal to 1/12 of the deficiency until the impairment or reduction is corrected.

23 (d) If for any reason there shall be a deficiency in the payments required into the Bond Fund on
24 the first business day of any month, there shall be transferred into the Bond Fund other revenues or moneys
25 of the Authority (excluding any moneys derived from taxes) in an amount necessary to cure such deficiency.
26 If such other revenues or moneys are insufficient to cure such deficiency, the amount of such deficiency in
27 the payment shall be added to the amount otherwise required to be paid into the Bond Fund on the first
28 business day of the next month.

29 (e) If for any reason there shall be a deficiency in the payments made into the Bond Fund so that
30 there are unavailable sufficient moneys therein to pay the principal of and interest on the Bonds as the same
31 become due, the Debt Service Reserve shall be used to the extent necessary to pay such principal and
32 interest.

33 (f) If a surplus shall exist in the Bond Fund over and above the amount required for making all
34 principal and interest payments during the next succeeding twelve month period and in excess of the
35 Required Level of the Debt Service Reserve, such surplus shall be applied, at the direction of the Authority,

1 to the payment of the principal of and interest on the Bonds that may be called for redemption prior to
2 maturity or shall be deposited into the Port Revenue Fund. Otherwise, moneys in the Bond Fund shall be
3 used solely for the payment of principal, premium, if any, and interest on the Bonds, Trustee's fees and
4 otherwise as described herein.

5 (g) The Treasurer of the Authority shall withdraw from the Bond Fund and deposit with the Trustee
6 at least one business day before the due date of any Bond or interest payable therefrom, at maturity or
7 redemption prior to maturity, an amount equal to the amount of such Bond or interest payment for the sole
8 purpose of paying the same, together with the Trustee's fee.

9 (h) The Bonds shall be specifically secured by a pledge of all Net Port Revenues. This pledge in
10 favor of the Bonds is hereby irrevocably made according to the terms of this ordinance, and the City and
11 the Authority and their officers and employees shall execute, perform and carry out the terms hereof in
12 strict conformity with the provisions of this ordinance.

13 **Section 13.** Any surplus in the Port Revenue Fund, after setting aside the monthly amount necessary to
14 pay the expenses of operation, repair and maintenance of the Port and after making the required monthly
15 deposit into the Bond Fund, may be used for any lawful purpose of the Port, as approved by the Authority.

16 **Section 14.** It is hereby covenanted and agreed by the City with the owners of the Bonds that the City
17 and the Authority will faithfully and punctually perform all duties with reference to the Port required by
18 the Constitution and laws of the State and by this ordinance, including the segregating of the Net Port
19 Revenues pledged hereby and the applying of the Port Revenues to the respective funds created hereby.

20 **Section 15.** The City will cause the Authority to keep proper books of accounts and records (separate
21 from all other records and accounts) in which complete and correct entries shall be made of all transactions
22 relating to the operation of the Port, and such books shall be available for inspection by the registered owner
23 of any of the Bonds at reasonable times and under reasonable circumstances. The City agrees that the
24 Authority will have these records audited by an independent certified public accountant not in the regular
25 employ of the City that is selected by the Authority ("Accountant") at least once each year, which audit
26 may be a part of the annual audit of the financial records of the City, and a copy of the audit shall be
27 delivered to the Trustee and made available to registered owners requesting the same in writing. In the
28 event that the Authority fails or refuses to make the audit, the Trustee or any registered owner of the Bonds
29 may have the audit made, and the cost thereof shall be charged against the Port Revenue Fund.

30 **Section 16.** The City covenants that it will cause the Authority to maintain the Port in good condition
31 and operate the same in an efficient manner and at reasonable cost. While any of the Bonds are outstanding,
32 the City agrees that, to the extent that comparable protection is not otherwise provided to the satisfaction
33 of the Trustee, it will cause the Authority to keep the properties of the Port insured against loss or damage,
34 in an amount and against such risks as are usually insured against in connection with similar facilities and
35 undertakings as the Port. The City further covenants, to the extent comparable protection is not otherwise

1 provided to the satisfaction of the Trustee, that it will cause the Authority to maintain adequate fidelity
2 insurance or bonds on all officers or employees responsible for handling funds of the Port. All insurance
3 required by this Ordinance (unless comparable protection is provided) shall be effected with reputable
4 insurance companies selected by the Authority, which usually insure risks similar in nature and monetary
5 exposure. Satisfactory evidence of insurance is to be placed in the custody of the Trustee. In the event of
6 loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement or repair
7 of the Port, and in such event the City will, with reasonable promptness, cause to be commenced and
8 completed the reconstruction, replacement and repair work. If such proceeds are more than sufficient for
9 such purposes, the balance remaining shall be deposited to the credit of the Port Revenue Fund, and if such
10 proceeds shall be insufficient for such purposes the deficiency shall be supplied from surplus moneys in the
11 Port Revenue Fund. Notwithstanding the foregoing, the restrictions and covenants of the City in this
12 Section 16 shall not apply to properties or facilities located in the industrial park operated by the Authority,
13 other than the railroad and other rail improvements.

14 **Section 17.** So long as any of the Bonds are outstanding, the City shall not mortgage, pledge or
15 otherwise encumber the Port, or any part thereof essential to the proper operation of the Port or to the
16 maintenance of Port Revenues. The City will not create, or permit the creation of, any pledge, lien, charge
17 or encumbrance upon the Net Port Revenues except as permitted hereby. The City will not sell or otherwise
18 dispose of all or any substantial portion of the Port. Nothing in this Section 17 shall be construed to prohibit
19 the City from leasing its properties or from disposing of worn out or obsolete properties or from disposing
20 of properties not being used and not useful in the operation of the Port, provided that all revenues derived
21 from the disposition of such properties shall be deposited in the Port Revenue Fund. Notwithstanding the
22 foregoing, the covenants of the City in this Section 17 shall not apply to properties or facilities located in
23 the industrial park operated by the Authority, other than the railroad and other rail improvements.

24 **Section 18.**

25 (a) So long as any Bonds are outstanding, the City shall not issue or attempt to issue any bonds
26 claimed to be entitled to a priority of lien on Net Port Revenues over the lien securing the Bonds.

27 (b) The City reserves the right to issue additional bonds, to finance or refinance the cost of any
28 extensions, betterments or improvements to the Port secured by a pledge of Net Port Revenues ranking,
29 with respect to Net Port Revenues, on a parity with the Bonds, provided that there shall have been procured
30 and filed with the Trustee a statement by an Accountant reciting the opinion, based upon necessary
31 investigation, that Net Port Revenues for the fiscal year immediately preceding the fiscal year in which it
32 is proposed to issue such additional bonds shall equal not less than 125% of the maximum annual principal
33 and interest requirements on all the then outstanding bonds secured by a pledge of Net Port Revenues, and
34 the additional bonds then proposed to be issued.

1 (c) The City may also issue additional bonds to finance or refinance the cost of any extensions,
2 betterments or improvements to the Port secured by a lien on and pledge of Net Port Revenues that are
3 subordinate to the lien and pledge in favor of the Bonds.

4 (d) Nothing shall prohibit the City from issuing bonds or incurring indebtedness secured by
5 revenues of the Port that are not Port Revenues (as defined in Section 8 hereof).

6 **Section 19.**

7 (a) Moneys held for the credit of the Bond Fund (excluding the Debt Service Reserve therein) shall
8 be continuously invested and reinvested by the City in Eligible Investments, all of which shall mature, or
9 which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the
10 payment date for interest or principal and interest on the Bonds.

11 (b) Moneys held for the credit of the Debt Service Reserve shall be invested and reinvested by the
12 City in Eligible Investments which shall mature, or which shall be subject to redemption by the holder
13 thereof, at the option of such holder, not later than five years after the date of investment or the final maturity
14 date of the Bonds, whichever is earlier.

15 (c) Moneys held for the credit of any other fund shall be continuously invested and reinvested by
16 the City in Eligible Investments, which shall mature, or which shall be subject to redemption by the holder
17 thereof, at the option of such holder, not later than the date or dates when the moneys held for the credit of
18 the particular fund will be required for purposes intended.

19 (d) "Eligible Investments" means any of the securities that are at the time legal for investment of
20 City funds pursuant to Resolution No. 12,520 of the City.

21 (e) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times
22 to be a part of such fund and the interest accruing thereon and any profit realized from such investments
23 shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

24 (f) Moneys so invested in Government Securities or in certificates of deposit of banks to the extent
25 insured by FDIC, need not be secured by the depository bank or banks.

26 (g) Investments of moneys in all funds shall be valued in terms of current market value as of the
27 last day of each year, except that direct obligations of the United States (State and Local Government Series)
28 in book-entry form shall be continuously valued at par or face principal amount.

29 **Section 20.** The Bonds shall be subject to redemption prior to maturity in accordance with the terms
30 set out in the bond form.

31 **Section 21.** Any Bond shall be deemed to be paid within the meaning of this ordinance when payment
32 of the principal of and interest on such Bond (whether at maturity or upon redemption as provided herein,
33 or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof,
34 or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set
35 aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) direct obligations

1 of (including obligations issued or held in book entry form on the books of) the Department of the Treasury
2 of the United States of America ("Investment Securities"), maturing as to principal and interest in such
3 amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and
4 proper fees, compensation and expenses of the Trustee shall have been paid or the payment thereof provided
5 for to the satisfaction of the Trustee.

6 On the payment of any Bonds within the meaning of this ordinance, the Trustee shall hold in trust, for
7 the benefit of the owners of such Bonds, all such moneys and/or Investment Securities.

8 When all the Bonds shall have been paid within the meaning of this ordinance, and if the Trustee has
9 been paid its fees and expenses, the Trustee shall take all appropriate action to cause (i) the pledge and lien
10 of this ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this ordinance
11 and which are not required for the payment of such Bonds to be paid over or delivered to or at the direction
12 of the City. In determining the sufficiency of the deposit of Investment Securities there shall be considered
13 the principal amount of such Investment Securities and interest to be earned thereon until the maturity of
14 such Investment Securities.

15 **Section 22.** If there be any default in the payment of the principal of or interest on any of the Bonds,
16 or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants
17 contained in this ordinance, the Trustee may, and upon the written request of the registered owners of not
18 less than 10% in principal amount of the then outstanding Bonds, shall, by proper suit, compel the
19 performance of the duties of the officials of the City under State law. And in the case of a default in the
20 payment of the principal of and interest on any of the Bonds, the Trustee may and upon written request of
21 the registered owners of not less than 10% in principal amount of the then outstanding Bonds, shall apply
22 in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the
23 Port on behalf of the Authority and the registered owners of the Bonds with power to charge and collect (or
24 by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for
25 the payment of the expenses of operation, maintenance and repair and to pay any Bonds and interest
26 outstanding and to apply Port Revenues in conformity with State law and with this Ordinance. When all
27 defaults in principal and interest payments have been cured, the custody and operation of the Port shall
28 revert to the Authority.

29 No registered owner of any of the outstanding Bonds shall have any right to institute any suit, action,
30 mandamus or other proceeding in equity or at law for the protection or enforcement of any power or right
31 unless such owner previously shall have given to the Trustee written notice of the default on account of
32 which such suit, action or proceeding is to be taken, and unless the registered owners of not less than 10%
33 in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the
34 right to exercise such power or right of action, as the case may be, shall have accrued, and shall have
35 afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the

1 Trustee, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been
2 offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be
3 incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request
4 within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee,
5 conditions precedent to the execution of any remedy. No one or more registered owners of the Bonds shall
6 have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of
7 this Ordinance, or to enforce any right thereunder except in the manner herein described. All proceedings
8 at law or in equity shall be instituted, had and maintained in the manner herein described and for the benefit
9 of all registered owners of the outstanding Bonds.

10 No remedy conferred upon or reserved to the Trustee or to the registered owners of the Bonds is
11 intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and
12 shall be in addition to every other remedy given under this ordinance or by law.

13 The Trustee may, and upon the written request of the registered owners of not less than 50% in principal
14 amount of the Bonds then outstanding shall, waive any default which shall have been remedied before the
15 entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this
16 ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend
17 to or affect any other existing or any subsequent default or defaults or impair any rights or remedies
18 consequent thereon.

19 All rights of action under this ordinance or under any of the Bonds enforceable by the Trustee, may be
20 enforced by it without the possession of any of the Bonds, and any such suit, action or proceeding instituted
21 by the Trustee shall be brought in its name for the benefit of all the registered owners of such Bonds, subject
22 to the provisions of this ordinance.

23 No delay or omission of the Trustee or of any registered owners of the Bonds to exercise any right or
24 power accrued upon any default shall impair any such right or power or shall be construed to be a waiver
25 of any such default or an acquiescence therein; and every power and remedy given by this ordinance to the
26 Trustee and to the registered owners of the Bonds, respectively, may be exercised from time to time and as
27 often as may be deemed expedient.

28 In any proceeding in which any plaintiff bondholder prevails to enforce the provisions of this ordinance,
29 such plaintiff Bondholder shall be entitled to recover from the City all costs of such proceeding, including
30 reasonable attorneys' fees.

31 **Section 23.**

32 (a) The terms of this ordinance shall constitute a contract between the City and the registered
33 owners of the Bonds and no variation or change in the undertaking herein set forth shall be made while any
34 of the Bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

1 (b) The Trustee may consent to any variation or change in this ordinance to cure any ambiguity,
2 defect or omission in this ordinance or any amendment hereto or any other change that the Trustee
3 determines is not to the material prejudice of the Bondholders or the Trustee without the consent of the
4 owners of the outstanding Bonds.

5 (c) The owners of not less than 75% in aggregate principal amount of the Bonds then outstanding
6 shall have the right, from time to time, anything contained in this ordinance to the contrary notwithstanding,
7 to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be
8 necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any
9 particular, any of the terms or provisions contained in this ordinance or in any supplemental ordinance;
10 provided, however, that nothing contained in this Section shall permit or be construed as permitting (a) an
11 extension of the maturity of the principal of or the interest on any Bond, or (b) a reduction in the principal
12 amount of any Bond or the rate of interest thereon, or (c) the creation of a lien or pledge superior to the lien
13 and pledge created by this ordinance, or (d) a privilege or priority of any Bond or Bonds over any other
14 Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to
15 such supplemental ordinance.

16 **Section 24.** When the Bonds have been executed and sealed as herein provided, they shall be delivered
17 to the Trustee, which shall authenticate them and deliver them to or at the direction of the Purchaser upon
18 payment of the Purchase Price. The amount necessary to be deposited into the Debt Service Reserve as set
19 forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery
20 Instructions") shall be deposited therein. The expenses of issuing the Bonds shall be deposited into a special
21 account of the City created with the Trustee and designated "2017 Cost of Issuance Fund" (the "Cost of
22 Issuance Fund"). Moneys in the Cost of Issuance Fund shall be expended as directed in the Delivery
23 Instructions or in requisitions with any amount remaining on January 31, 2018, to be transferred to the
24 Construction Fund identified below. Disbursements from the Cost of Issuance Fund on the basis of
25 requisitions shall specify: the name of the person, firm or corporation to whom payment is to be made; the
26 amount of the payment; the purpose of the payment; and that the payment is a proper charge upon the Cost
27 of Issuance Fund. Each requisition must be signed by the Executive Director or such other person or
28 persons designated by the Authority. The Trustee shall issue its check upon the Cost of Issuance Fund to
29 the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all
30 payments made from the Cost of Issuance Fund.

31 The balance of the Purchase Price shall be deposited in a special account of the City in the Trustee
32 hereby created and designated "Port Authority Construction Fund, Series 2017" (the "Construction Fund").
33 The amounts credited to the Construction Fund shall be expended to accomplish the Improvements, to pay
34 expenses incidental thereto and to pay expenses of issuing the Bonds. Disbursements shall be made from
35 the Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or

1 corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; and
2 that the payment is a proper charge on the Construction Fund. Each requisition must be signed by the
3 Executive Director or such other person or persons designated by the Authority. The Trustee shall issue its
4 check upon the Construction Fund to the person, firm or corporation designated in the requisition. The
5 Trustee shall keep records as to all payments made from the Construction Fund.

6 Moneys in the Construction Fund shall also be used to pay the principal of and interest on the Bonds
7 when due if moneys in the Bond Fund are not sufficient for that purpose.

8 When all required expenses have been paid and expenditures made from the Construction Fund for and
9 in connection with the accomplishment of the Improvements and the financing thereof, this fact shall, if
10 moneys remain in the Construction Fund, be evidenced by a certificate signed by the Executive Director,
11 which certificate shall state, among other things, that all obligations payable from the Construction Fund
12 have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the
13 Trustee shall transfer any remaining balance to the Bond Fund.

14 **Section 25.** The Trustee shall only be responsible for the exercise of good faith and reasonable
15 prudence in the execution of its trust. The recitals in this ordinance and in the face of the Bonds are the
16 recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee
17 unless it shall have been requested to do so in writing by the registered owners of not less than 10% in
18 principal amount of the Bonds then outstanding and shall have been offered reasonable security and
19 indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may
20 resign at any time by sixty (60) days' notice in writing to the City Clerk and to the registered owners of the
21 Bonds, and the majority in value of the registered owners of the outstanding Bonds or the City, if it is not
22 in default hereunder, at any time, with or without cause, may remove the Trustee. In the event of a vacancy
23 in the office of Trustee, either by resignation or by removal, the City shall appoint a new Trustee, such
24 appointment to be evidenced by a written instrument or instruments filed with the City Clerk. The original
25 Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trust imposed
26 upon it or them by this ordinance, but only upon the terms and conditions set forth in this ordinance and
27 subject to the provisions of this ordinance, to all of which the respective registered owners of the Bonds
28 agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the
29 Bond transcript. Every successor Trustee shall be a trust company or bank duly authorized to exercise trust
30 powers and subject to examination by federal or state authority, having a reported capital and surplus of not
31 less than Ten Million Dollars (\$10,000,000.00). Any successor Trustee shall have all the powers herein
32 granted to the original Trustee. The Trustee's resignation shall not become effective until the acceptance
33 of the trusts by the successor trustee.

34 **Section 26.** In the event the office of Mayor, City Clerk, Authority, Executive Director, Authority
35 Treasurer or Board of Directors shall be abolished, or any two or more of such offices shall be merged or

1 consolidated, or in the event the duties of a particular office shall be transferred to another office or Officer,
2 or in the event of a vacancy in any such office by reason of death, resignation, removal from office or
3 otherwise, or in the event any such officer shall become incapable of performing the duties of his office by
4 reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties
5 imposed upon such office or officer shall be performed by the office or officer succeeding to the principal
6 functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be
7 imposed by law.

8 So long as the Port is under the control of the Authority, performance by the Authority of any obligation
9 of the City hereunder shall be deemed performance by the City.

10 **Section 27. Severability.** In the event any title, subtitle, section, subsection, subdivision, paragraph,
11 subparagraph, item, sentence, clause, phrase, or work of this ordinance is declared or adjudged to be invalid
12 or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance
13 which shall remain in full force and effect as if the portion so declared or adjudged invalid or
14 unconstitutional was not originally a part of this ordinance.

15 **Section 28. Repealer.** All ordinances, resolutions, or parts of the same that are inconsistent with the
16 provisions of this ordinance are hereby repealed to the extent of such inconsistency.

17 **Section 29. Emergency Clause.** *It is hereby ascertained and declared that the Improvements are*
18 *immediately needed for the preservation of the public peace, health and safety and to remove existing*
19 *hazards thereto. The Improvements cannot be accomplished without the issuance of the Bonds, which*
20 *cannot be sold at the interest rates specified herein unless this ordinance is immediately effective.*
21 *Therefore, it is declared that an emergency exists and this ordinance being necessary for the preservation*
22 *of the public peace, health and safety shall be in force and take effect immediately upon and after its*
23 *passage.*

24 **PASSED: November 7, 2017**

25 **ATTEST:**

APPROVED:

26
27 _____
28 **Susan Langley, City Clerk**

_____ **Mark Stodola, Mayor**

29 **APPROVED AS TO LEGAL FORM:**

30
31 _____
32 **Thomas M. Carpenter, City Attorney**

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