

LAKE AND PENINSULA BOROUGH

ORDINANCE NO. 13-09

AN ORDINANCE OF THE LAKE AND PENINSULA BOROUGH, ALASKA, AUTHORIZING THE LAKE AND PENINSULA BOROUGH TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000 TO PROVIDE FUNDS FOR SCHOOL AND RELATED CAPITAL IMPROVEMENTS IN THE BOROUGH, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE.

WHEREAS, the Lake and Peninsula Borough, Alaska (the "Borough") is a home rule municipality and under Section 11 of Article X of the Alaska Constitution may exercise all legislative powers not prohibited by law or the charter of the Borough; and

WHEREAS, Section 10.02(1) of the Borough Charter authorizes the Borough to issue general obligation bonds, provided that the bonds are authorized by the Assembly and ratified by a majority vote of those in the Borough voting on the question; and

WHEREAS, pursuant to Ordinance No. 13-02 adopted March 19, 2013, a question whether the Borough should issue general obligation bonds in the principal amount of not to exceed \$20,000,000 for the purpose of planning, designing, constructing and equipping school and related capital improvements in the Borough, referred to at the special Borough election held on April 29, 2013 as Proposition No. 1 ("Proposition 1"), was passed and approved; and

WHEREAS, said election has been duly canvassed and the results thereof certified and confirmed in accordance with law, and \$20,000,000 principal amount of general obligation bonds remains unissued under Proposition 1; and

WHEREAS, the Assembly finds that it is in the best interest of the Borough to plan, design, construct and equip the school and related capital improvements described in Proposition 1 as including without limitation the Port Alsworth Classroom Expansion, the Newhalen Kitchen and Gym Remodel/Expansion, and District Wide HVAC and Energy Efficiency Upgrades (the "Project"), and to issue not to exceed \$20,000,000 principal amount of general obligation bonds referred to in Proposition 1 to pay costs of the Project and costs of issuing the bonds; and

WHEREAS, the Assembly finds that it is necessary and appropriate to delegate to each of the Borough Manager and Borough Finance Officer authority to determine the aggregate principal amount, maturity amounts, interest rates, principal and interest payment dates and other details of the bonds, and to determine other matters that are not provided for in this ordinance; and

WHEREAS, there has been presented to the Borough the form of a Loan Agreement between the Alaska Municipal Bond Bank and the Borough, which provides for the Alaska Municipal Bond Bank to purchase the bonds on the terms and conditions set forth therein and in this ordinance, and it is in the best interest of the Borough that the Borough sell the bonds to the Alaska Municipal Bond Bank under such terms and conditions.

Now therefore, **BE IT ENACTED** by the Assembly of the Lake and Peninsula Borough that:

Section 1. Classification.

This is a Non-Code Ordinance.

Section 2. Definitions

The following terms shall have the following meanings in this Ordinance:

(A) "Assembly" means the Assembly of the Lake and Peninsula Borough, as the general legislative authority of the Lake and Peninsula Borough, as the same shall be duly and regularly constituted from time to time.

(B) "Bond" or "Bonds" means any of the "General Obligation School Bonds" of the Lake and Peninsula Borough, the issuance and sale of which are authorized herein.

(C) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska.

(D) "Bond Bank Bonds" means general obligation bonds issued by the Bond Bank, all or part of the proceeds of which are used to purchase all of the Bonds.

(E) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the Registered Owners of the Bonds or their nominees.

(F) "Borough" means the Lake and Peninsula Borough, a municipal corporation of the State of Alaska, organized as a home rule borough under Title 29 of the Alaska Statutes.

(G) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

(H) "Cost" or "Costs" means the cost of constructing and equipping the Project, including interest on the Bonds during the period of constructing and equipping the Project, the cost whether incurred by the Borough or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the Borough or by another in connection with the Project prior to or during construction thereof, and allocable portions of direct costs of the Borough, legal fees, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, the cost of any bond insurance premium and bond ratings, the cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, architectural services, designs, plans, specifications and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to the acquisition and development of the Project, the financing thereof and the putting of the same in use and operation.

(I) "Government Obligations" means obligations that are either (i) direct obligations of the United States of America or (ii) obligations of an agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America

(J) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank concerning the Bonds.

(K) "Ordinance" means this Ordinance No. 13-09 of the Borough.

(L) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.

(M) "Registrar" means the Borough Finance Officer, or any successor that the Borough may appoint by Ordinance.

Section 3. Authorization of Bonds and Purpose of Issuance

For the purpose of providing part of the funds required to pay the Costs of the Project, to provide for original issue discount, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and sell the Bonds in the aggregate principal amount of not to exceed \$20,000,000.

Section 4. Obligation of Bonds.

The Bonds shall be direct and general obligations of the Borough and the full faith and credit of the Borough are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Borough without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

Section 5. Designation, Maturities, Interest Rates, and Other Details of Bonds.

The Bonds shall be designated "Lake and Peninsula Borough, Alaska, General Obligation School Bonds." The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be numbered separately in the manner and with such additional designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

The Bonds shall mature in one or more years commencing no earlier than 2014 and ending no later than 2034. The Bonds shall bear interest from their date, payable commencing on a date on or after January 1, 2014 and semiannually thereafter. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Subject to Section 2 and the remainder of this section, the aggregate principal amount, the principal amount of each maturity, the interest rates, the dated date, the principal and interest payment dates and the record dates for principal and interest payments on the Bonds shall be determined at the time of execution of the Loan Agreement under Section 17.

Section 6. Optional Redemption.

The Bonds, if any, subject to optional redemption by the Borough, the time or times when such Bonds are subject to optional redemption, the terms upon which such Bonds may be redeemed, and the redemption price or redemption prices for such Bonds, shall be determined at the time of execution of the Loan Agreement under Section 17.

Section 7. Selection of Bonds for Redemption; Notice of Redemption.

(A) Selection of Bonds for Redemption. When the Bond Bank is the Registered Owner of the Bonds, the selection of Bonds to be redeemed shall be made as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the Bonds, the selection of Bonds to be redeemed shall be made as provided in this subsection (A). If the Borough redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the Borough shall treat such Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal amount of a Bond is redeemed, upon surrender of such Bond at the office of the Registrar there shall be issued to the Registered Owner, without charge

therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity and interest rate in any of the denominations authorized herein.

(B) Notice of Redemption. When the Bond Bank is the Registered Owner of the Bonds, notice of any intended redemption of Bonds shall be given as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the Bonds, notice of any intended redemption of Bonds shall be made as provided in this subsection (B). Notice of redemption shall be mailed not less than 30 nor more than 45 days prior to the date fixed for redemption by first class mail to the Registered Owners of the Bonds to be redeemed at their addresses as they appear on the Bond Register on the day the notice is mailed. Notice of redemption shall be deemed to have been given when the notice is mailed as herein provided, whether or not it is actually received by the Registered Owners. All notices of redemption shall be dated and shall state: (1) the redemption date; (2) the redemption price; (3) if fewer than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Registrar.

Official notice of redemption having been given as aforesaid, Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date, such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as provided herein for payment of interest. Upon surrender of any Bond for partial redemption, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Each check or other transfer of funds issued to pay the redemption price of Bonds shall bear the CUSIP number, if any, identifying, by maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 8. Form of Bond.

Each Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Ordinance:

UNITED STATES OF AMERICA
STATE OF ALASKA

LAKE AND PENINSULA BOROUGH
(A Municipal Corporation of the State of Alaska)

NO. _____ \$ _____

GENERAL OBLIGATION SCHOOL BOND, 2013 SERIES A

Registered Owner

Principal Amount

DOLLARS

The Lake and Peninsula Borough (the "Borough"), a municipal corporation of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the principal amount shown above in the following installments on _____ of each of the following years, and to pay interest on such installments from the date hereof, payable on _____, 201__, and semiannually thereafter on the ___ days of _____ and _____ of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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When this Bond is owned by the Alaska Municipal Bond Bank (the "Bond Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bond Bank and the Borough (the "Loan Agreement"). When this Bond is not owned by the Bond Bank, installments of principal and interest on this Bond shall be paid by check or draft mailed by first class mail to the Registered Owner as of the close of business on the _____ day of the month _____ each installment payment date; provided that the final installment of principal and interest on this Bond shall be payable upon presentation and surrender of this Bond by the Registered Owner at the office of the Registrar. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on this Bond are payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the General Obligation School Bonds, 2013 Series A of the Lake and Peninsula Borough, Alaska, of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$20,000,000 in principal amount, and constituting Bonds authorized for the purpose of paying the cost of School and related capital improvements in the Borough, and is issued under Ordinance No.13-09 of the Borough entitled:

AN ORDINANCE OF THE LAKE AND PENINSULA BOROUGH, ALASKA, AUTHORIZING THE LAKE AND PENINSULA BOROUGH TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000 TO PROVIDE FUNDS FOR SCHOOL AND RELATED CAPITAL IMPROVEMENTS IN THE BOROUGH, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE.

(the "Ordinance").

Installments of principal of this Bond due on and after _____, 20__, shall be subject to prepayment on and after _____, 20__, at the option of the Borough (subject to any applicable provisions of the Loan Agreement), in such principal amounts and from such maturities as the Borough may determine, and by lot within a maturity, at a redemption price equal to the principal amount to be prepaid, plus accrued interest to the date of prepayment.

This Bond is transferable as provided in the Ordinance, (i) only upon the bond register of the Borough, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon the payment of charges, if any, as therein prescribed. The Borough may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal

or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

This Bond is a general obligation of the Lake and Peninsula Borough, and the full faith and credit of the Borough are pledged for the payment of the principal of and interest on this Bond as the same shall become due.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska and the home rule charter of the Borough to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed, and that the series of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by said constitution, statutes or charter.

IN WITNESS WHEREOF, THE LAKE AND PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the ____ day of _____ 2013.

Mayor

A T T E S T:

Borough Clerk

[S E A L]

Section 9. Execution.

The Bonds shall be executed in the name of the Borough by the manual or facsimile signature of the Mayor, and its corporate seal (or a facsimile thereof) shall be impressed or otherwise reproduced thereon and attested by the manual or facsimile signature of the Borough Clerk. The execution of a Bond on behalf of the Borough by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

Section 10. Payment of Principal and Interest.

The Bonds shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. When the Bond Bank is the Registered Owner of the Bonds, payment of principal and interest on the Bonds shall be made as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the Bonds, installments of principal and interest on the Bonds shall be paid by check mailed by first class mail to the Registered Owner as of the record date for the installment payment at the address appearing on the Bond Register; provided that the final installment of principal and interest on a Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar.

Section 11. Registration.

The Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Borough Finance Officer as Registrar for the Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the Borough. The

Borough covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code. The Borough and the Registrar may treat the person in whose name any Bond shall be registered as the absolute owner of such Bond for all purposes, whether or not the Bond shall be overdue, and all payments of principal of and interest on a Bond made to the Registered Owner thereof or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Borough nor the Registrar shall be affected by any notice to the contrary.

Section 12. Transfer and Exchange.

Bonds shall be transferred only upon the books for the registration and transfer of Bonds kept at the office of the Registrar. Upon surrender for transfer or exchange of any Bond at such office, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, the Borough shall execute and deliver an equal aggregate principal amount of Bonds of the same maturity of any authorized denominations, subject to such reasonable regulations as the Borough may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. All Bonds surrendered for transfer or exchange shall be canceled by the Registrar.

Section 13. Bonds Mutilated, Destroyed, Stolen or Lost.

Upon surrender to the Registrar of a mutilated Bond, the Borough shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the Borough that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the Borough with indemnity satisfactory to it, the Borough shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the execution and delivery of a new Bond under this section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur in connection therewith.

Section 14. Disposition of the Sale Proceeds of the Bonds.

The sale proceeds of the Bonds representing accrued interest on the Bonds shall be applied to pay a portion of the interest due on the Bonds on the first interest payment date for the Bonds. The sale proceeds of the Bonds representing original issue premium on the Bonds shall be applied to pay issuance costs of the Bonds or a portion of the interest due on the Bonds on the first interest payment date for the Bonds, and shall be deposited in such manner, as the Borough Manager or Borough Finance Officer may determine. The remaining sale proceeds of the Bonds shall be applied to pay Costs of the Project and issuance costs of the Bonds, and shall be deposited in the appropriate funds or accounts of the Borough for such purposes.

Section 15. Tax Covenants.

The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Borough covenants that it will make no use of the proceeds of the Bonds that will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of section 148 of the Code, and that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.

Section 16. Amendatory and Supplemental Ordinances.

(A) The Assembly from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of the following purposes:

(1) To add to the covenants and agreements of the Borough in this Ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance or in regard to matters or questions arising under this Ordinance as the Assembly may deem necessary or desirable and not inconsistent with this Ordinance and which shall not adversely affect the interests of the Registered Owners of the Bonds.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (B) of this section.

(B) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owners of each Bond so affected; or

(2) Reduce the aforesaid percentage of Registered Owners of Bonds required to approve any such supplemental ordinance without the consent of the Registered Owners of all of the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners of the Bonds under this subsection to approve the particular form of any proposed supplemental Ordinance, but it shall be sufficient if such consent approves the substance thereof.

(C) Upon the adoption of any supplemental ordinance under this section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the Borough and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(D) Bonds executed and delivered after the execution of any supplemental ordinance adopted under this section may bear a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Bonds modified so as to conform, in the opinion of the Borough, to any modification of this Ordinance contained in any such supplemental ordinance may be prepared by the Borough and delivered without cost to the Registered Owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 17. Defeasance.

In the event money and/or non-callable Government Obligations maturing at such times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all of the Bonds in accordance with their terms are set aside in a special trust account to effect such redemption or retirement and such moneys and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no

further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

Section 18. Sale of Bonds; Loan Agreement.

The Bonds shall be sold at negotiated sale to the Bond Bank as provided in the Loan Agreement. Subject to the limitations provided in Sections 2 and 4, each of the Borough Manager and Borough Finance Officer is hereby authorized to determine the aggregate principal amount, the principal amount of each maturity, the interest rates, the dated date, the principal and interest payment dates, the record dates for principal and interest payments, and the redemption terms, if any, for the Bonds, and other details of the Bonds; provided that the true interest cost of the Bonds, expressed as an annual rate, does not exceed 4.0 percent. In determining the maturity amounts, interest rates and redemption terms, if any, for the Bonds, the Borough Manager or Borough Finance Officer shall take into account those factors which, in that officer's judgment, will result in the lowest true interest cost on the Bonds to their maturity, including without limitation current financial market conditions and current interest rates for obligations comparable in tenor and quality to the Bonds. Based upon the foregoing determinations, each of the Borough Manager and the Borough Finance Officer is authorized to execute the Loan Agreement, in substantially the form presented at this meeting.

Section 19. Authority of Officers.

The Mayor, the acting Mayor, the Borough Manager, the acting Borough Manager, the Borough Finance Officer, the acting Borough Finance Officer, the Clerk and the acting Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Ordinance, to the end that the Borough may carry out its obligations under the Bonds, the Loan Agreement and this Ordinance.

Section 20. Prohibited Sale of Bonds.

No person, firm or corporation, or any agent or employee thereof, retained by the Borough to perform services relating to financial planning or the issuance and sale of obligations, is eligible to bid on or purchase the Bonds as a member of the original underwriting syndicate either at public or private sale.

Section 21. Continuing Disclosure.

The Borough acknowledges that, under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank may require, the Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Loan Agreement.

Section 22. Miscellaneous.

(A) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.

(B) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this Ordinance against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the Borough, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the Borough.

Section 23. Severability.

If any one or more of the provisions of this Ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and

shall be deemed separable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Section 24. Effective Date.

This Ordinance shall become effective upon passage and approval.

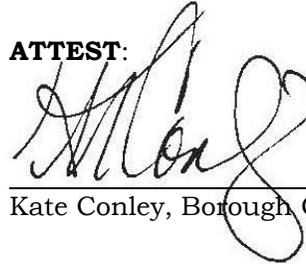
ENACTED by a duly constituted quorum of the Lake and Peninsula Borough Assembly this 17th day of September, 2013.

IT WITNESS THERETO:



Glen Alsworth Sr., Mayor

ATTEST:



Kate Conley, Borough Clerk

Introduced:	August 20, 2013
Public Hearing:	September 17, 2013
Enacted:	September 17, 2013
Ayes:	Alvarez, Kalmakoff, Olsen, Ravenmoon, Salmon
Nays:	none
Not Voting:	Alsworth
Absent:	none *

* Note: Assembly seat D was vacant at the time this Ordinance passed.