AGENDA
Regular Council Meeting
3:00 PM - Tuesday, March 16, 2021
City Council Chambers, Bossier City Hall
620 Benton Road, Bossier City, Louisiana

I. CALL TO ORDER

II. INVOCATION BY COUNCIL MEMBER SCOTT IRWIN

III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER JEFF FREE

IV. ROLL CALL

V. ANNOUNCEMENT

1. Bossier City Council Meetings will still be streamed live at our website http://bossiercity.org, under City Council section and Suddenlink Channel 12. In accordance with LA. R.S. 42:19 and the Attorney Generals Open Meetings Guidance, in order to meet quorum requirements, some Bossier City Council Members may be involved in the meeting via telephone or Video Conference. If anyone is uncomfortable in coming to the meeting, they can email their comments to cityclerk@bossiercity.org prior to the meeting and those comments will be read into the record. We will also set aside some time at the very beginning of the Council meeting to allow for public comment on any Agenda Item in accordance with recently passed Act 302. You may call 318-549-4595 during the comment period of the meeting to make your comments and you will be placed on speaker phone. You must state your name and address for the record and you will be limited to 3 minutes for your comments. We will allow 5 for an item and 5 against an item in accordance with Adopted City Council Meeting Rules. Please remember that this is not a question and answer session and that you must speak clearly and slowly so that we can understand you. Please no foul language or the call will be disconnected and you will forfeit your right to speak.

VI. APPROVE MINUTES
1. Approve Minutes of March 2, 2021, Regular Council meeting and dispense with the reading.

MMarch2of2021

VII. APPROVE AGENDA

VIII. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

1. Presentation by Mayor Lorenz Walker to the Bossier City Finance Department

IX. BIDS

X. UNFINISHED BUSINESS

12 - 13 1. Adopt an Ordinance to re-appropriate $250,000.00 from the Sales Tax Capital Improvement Funds to the 2021 Streets and Drainage Repair Project.
   (Final Reading) (Walker)
   Ord 2021 Streets and Drainage

14 - 63 2. Adopt an Ordinance to appropriate $1,200,000 in surplus funds from Ordinance 48 of 2019 and 147 of 2019 towards additional improvements at City Recreation Areas.
   (Final Reading) (Rauschenbach)
   Ord Parks & Rec improvements

64 - 72 3. Adopt an Ordinance authorizing Mayor Lorenz Walker to execute the attached Revised Cooperative Endeavor Agreement between the City of Bossier City and the Veterans Affairs.
   (Final Reading) (Fernandez)
   Ord Revise Coop endeavor veterans

73 - 77 4. Adopt an Ordinance to fund the Water Line relocation at Greenacres Office Park in preparation for Walter O. Bigby Carriageway Phase II at a cost of $600,000.00 to come from the Water Capital & Contingency Fund.
   (Final Reading) (Glorioso)
   Ord Greenacres office park

78 - 82 5. Adopt an Ordinance authorizing the City of Bossier City, State of Louisiana, to proceed with a not to exceed $50,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority for the purpose of refunding certain
6. Adopt an Ordinance authorizing the issuance of not exceeding One Hundred Thirty Million Dollars ($130,000,000) of taxable Utilities Revenue Refunding Bonds, Series 2021, of the City of Bossier City, State of Louisiana, in accordance with the terms of the General Bond Ordinance adopted on July 6, 2010; providing for the sale of such bonds; and providing for other matters in connection therewith. (This item is being requested to be added due to time restraints on the bond savings)

(Final Reading) (Montgomery, Jr.)

Utility Refunding Bond

XI. NEW BUSINESS

1. Introduce an Ordinance appropriating Fifteen Thousand and No/100 ($15,000.00) from the 2021 Hotel/Motel Taxes Fund and payable to Shreveport-Bossier Sports Commission to help sponsor the Bayou Classic.

(First Reading) (Free)

Ord sponsor bayou classic

2. Introduce an Ordinance authorizing the reclassification of the Accounting Division and the hiring of an Accountant I, resulting in a net neutral change to the operating budget.

(First Reading) (Fernandez)

Ord Accounting Division

3. Introduce an Ordinance to appropriate funds to cover construction cost for the Airline Water Tank Rehabilitation and Painting Project for a total of $1,885,000.00 to come from the Hotel/Motel Tax Fund.

(First Reading) (Glorioso)

Ord water tank rehab

4. Introduce an Ordinance amending Ordinance 133 of 2019 increasing the appropriated amount by $105,300.00 from the Water Capital Contingency Fund to extend the Nanofiltration Pilot Study by six months.

(First Reading) (Glorioso)

Ord extend nanofiltration pilot study

5. Introduce an Ordinance amending the fines, fees and cost for several Criminal Charges in Chapter 38 of the Bossier City Code of Ordinances.

(First Reading) (Mosley)

Ord amending fines
121 - 139 6. Introduce an Ordinance to temporarily reduce the management fees paid to ASM Global to manage the Brookshire Grocery Arena from April 2021 through June 2021 and to enter into a five year contract between the City of Bossier City and ASM Global.
(First Reading) (Fernandez)
Ord Fee Reduction ASM Global

140 - 142 7. Adopt a Resolution of commendation and appreciation for the dedication and vision of Clay Bohanan and Louis Cook to create a world class facility where children of all abilities can have the same experiences in their unique way.
(First and Final Reading) (Montgomery, Jr.)
Res appreciation parks

143 - 155 8. Adopt a Resolution to approve Report of Reconciliation for the Melrose Ave. and Plantation Dr. Utility Extension Project, Ordinance 71 of 2019, with a decrease in project cost of $860,000.00.
(First and Final Reading) (Glorioso)
Res Melrose_plantation reconciliation

156 - 168 9. Adopt a Resolution to approve Report of Reconciliation for the Shed @ Meadowview Project, Ordinance 134 of 2020, with a decrease in project cost of $629.42.
(First and Final Reading) (Glorioso)
Res shed @ meadowview reconciliation

169 - 170 10. Adopt a Resolution authorizing the hiring of a Utility Worker for Wastewater Treatment Plant in Public Utilities.
(First and Final Reading) (Glorioso)
Res Utility worker Wastewater

XII. REPORTS

171 - 175 1. Stacie Fernandez, City Finance Director - Monthly Finance Report financials feb

2. Ben Rauschenbach, City Engineer - Monthly Project Report

XIII. ANNOUNCEMENTS

XIV. ADJOURN
The City Council of the City of Bossier City, State of Louisiana, met in Regular session in Council Chambers, 620 Benton Road, Bossier City, Louisiana, March 2, 2021 at 3:00 PM

Invocation was given by Council Member Scott Irwin

Pledge of Allegiance led by Council Member Thomas Harvey

Roll Call as follows:

Present: Honorable, President David Montgomery, Jr., Honorable Councilors Timothy Larkin, Scott Irwin, Jeffery Darby (virtual), Don Williams, Jeff Free and Thomas Harvey

Also Present: Mayor, Lorenz Walker, City Attorney, Jimmy Hall and City Clerk, Phyllis McGraw

City Clerk, Phyllis McGraw, read statement about where to watch meetings online, that some Council members may be joining remotely and gave a phone number for members of the public wishing to comment on items in the meeting could do so. Hearing no comments from the public watching virtually, the meeting continued.

By: Mr. Irwin

Motion to approve Minutes of the February 23, 2021, Special Meeting and dispense with the reading

Seconded by Mr. Larkin

No comment

Vote in favor of motion is unanimous

By: Mr. Irwin

Motion to add #7 under new business - Introduce an Ordinance authorizing the City of Bossier City, State of Louisiana, to proceed with a not to exceed $50,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority for the purpose of refunding certain bonds of the authority and providing for others matters in connection therewith. (This item is being requested to be added due to time restraints on the bond savings.)

Seconded by Mr. Williams

No comment

Vote in favor of motion is unanimous

By: Mr. Williams

Motion to add #8 under new business - Introduce an Ordinance authorizing the issuance of not exceeding One Hundred Thirty Million Dollars ($130,000,000) of taxable Utilities Revenue Refunding Bonds, Series 2021, of the City of Bossier City, State of Louisiana, in accordance with the terms of the General Bond Ordinance adopted on July 6, 2010; providing for the sale of such bonds; and providing for other matters in connection therewith. (This item is being requested to be added due to time restraints on the bond savings.)

Seconded by Mr. Irwin

No comment

Vote in favor of motion is unanimous

By: Mr. Williams

Motion to approve Agenda as amended.

Seconded by Mr. Harvey

No comment

Vote in favor of motion is unanimous

Ceremonial Matters/Recognition of Guests –
Kelly Wells, Executive Director – Shreveport Bossier Sports Commission spoke to Council and requested that they consider approving $15,000.00 for the promotion and to help sponsor ancillary events associated with the Bayou Classic that will be held at Independence Stadium on April 17, 2021. He cited that hotel occupancy for the event was already at 83% across Shreveport/Bossier. Councilman Williams asked who would the funding be going to. Mr. Wells replied that it would be Sports Commission to help sponsor events.

Bids –

Witness opening of sealed bids for Bid #P21-01 – Sidewalk Improvements Project.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
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<tr>
<td>CW&amp;W Contractors</td>
<td>$320,319.50</td>
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<tr>
<td>Daren Bailey, Inc.</td>
<td>$258,775.00</td>
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<tr>
<td>Divine Intervention</td>
<td>$345,500.00</td>
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<tr>
<td>James R. Martin Building &amp; Remodeling</td>
<td>$309,690.00</td>
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<tr>
<td>JD’s Rebar &amp; Construction</td>
<td>$306,080.60</td>
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<tr>
<td>RVP Construction, Inc.</td>
<td>$272,250.00</td>
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By: Mr. Irwin
Motion to approve reading of bids.
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

Witness opening of sealed bids for Bid #P21-02 – Citywide Street Rehabilitation – Phase I.

<table>
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<tr>
<td>Benton &amp; Brown</td>
<td>$488,350.00</td>
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<tr>
<td>Dale’s Paving</td>
<td>$386,675.00</td>
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<td>Earnest Contracting, LLC</td>
<td>$439,023.75</td>
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By: Mr. Williams
Motion to approve reading of bids.
Seconded by Mr. Irwin
No comment
Vote in favor of motion is unanimous

Witness opening of sealed bids for Bid #P21-03 – Citywide Street Rehabilitation – Phase II.

<table>
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<td>Dale’s Paving, Inc.</td>
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<tr>
<td>Earnest Contracting, LLC</td>
<td>$400,000.00</td>
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By: Mr. Williams
Motion to approve reading of bids.
Seconded by Mr. Irwin
No comment
Vote in favor of motion is unanimous

New Business –

The following ordinance offered and adopted:

ORDINANCE NO. 19 OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 133 OF 2018, BY CHANGING THE ZONING CLASSIFICATION OF A CERTAIN TRACT OF LAND DESCRIBED AS AIRPORT ANNEX, LOTS 12, 13, 20 & 21, FROM R-LD (RESIDENTIAL LOW DENSITY) TO R-MD (RESIDENTIAL MEDIUM DENSITY) FOR A PROPOSED APARTMENT COMPLEX.

SECTION 1. BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that Ordinance No. 133 of 2018 of the City Council of
the City of Bossier City, Louisiana, is hereby amended to provide that the zoning classification is hereby changed from R-LD (Residential Low Density) to R-MD (Residential Medium Density), for the following:
AIRPORT ANNEX, LOTS 12, 13, 20 & 21
Motion was made by Mr. Don Williams and seconded by Mr. Jeff Free to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this 2nd day of March, 2021.
AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby (virtual), Mr. Williams, Mr. Free and Mr. Harvey
NAYS: none
ABSENT: none
ABSTAIN: none

____________________________________
DAVID MONTGOMERY, JR., PRESIDENT
____________________________________
PHYLLIS MCGRAW, CITY CLERK
C-65-20

The following ordinance offered and adopted:

ORDINANCE NO. 20 OF 2021
AN ORDINANCE APPROVING A CONDITIONAL USE FOR THE SALE OF HIGH AND LOW CONTENT ALCOHOL FOR OFF PREMISE CONSUMPTION AT A CONVENIENCE STORE LOCATED AT 2201 EAST TEXAS STREET, BOSSIER CITY, LOUISIANA.

WHEREAS; Rajan Khadka, Khadka United, LLC, has applied to the Bossier City-Parish Metropolitan Planning Commission for Conditional Use Approval for the retail sale of high and low content alcohol, for off premise consumption, at a convenience store located at 2201 East Texas Street, Bossier City, Louisiana; and

WHEREAS; a public hearing for the Conditional Use application was held on February 8, 2021; and

WHEREAS; The Planning Department has submitted the results of said public hearing to the Mayor and the City Council of the City of Bossier City.

THE CITY COUNCIL OF THE CITY OF BOSSIER CITY HEREBY ORDAINS:
SECTION 1. That the Conditional Use for retail sales of high and low content alcohol for off premise consumption at 2201 East Texas Street, Bossier City, Louisiana is hereby approved.

Motion was made by Mr. Thomas Harvey and seconded by Mr. Don Williams to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this 2nd day of March, 2021.
AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby (virtual), Mr. Williams, Mr. Free and Mr. Harvey
NAYS: none
ABSENT: none
ABSTAIN: none
The following ordinance offered and adopted:

ORDINANCE NO. 21 OF 2021

AN ORDINANCE APPROVING A CONDITIONAL USE FOR THE SALE OF HIGH AND LOW CONTENT ALCOHOL FOR ON PREMISE CONSUMPTION AT A RESTAURANT LOCATED AT 2650 AIRLINE DRIVE, SUITE 100, BOSSIER CITY, LOUISIANA.

WHEREAS; Francisco Aviles, El Jarrito Mexican Grill, has applied to the Bossier City-Parish Metropolitan Planning Commission for Conditional Use Approval for the retail sale of high and low content alcohol, for on premise consumption, at a restaurant store located at 2650 Airline Drive, Suite 100, Bossier City, Louisiana; and

WHEREAS; a public hearing for the Conditional Use application was held on February 8, 2021; and

WHEREAS; The Planning Department has submitted the results of said public hearing to the Mayor and the City Council of the City of Bossier City.

THE CITY COUNCIL OF THE CITY OF BOSSIER CITY HEREBY ORDAINS:

SECTION 1. That the Conditional Use for retail sales of high and low content alcohol for on premise consumption at 2650 Airline Drive, Suite 100, Bossier City, Louisiana is hereby approved.

Motion was made by Mr. Thomas Harvey and seconded by Mr. Don Williams to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this 2nd day of March, 2021.

AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby (virtual), Mr. Williams, Mr. Free and Mr. Harvey

NAYS: none

ABSENT: none

ABSTAIN: none

The following Resolution offered and adopted:

RESOLUTION 15 OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF THREE (3) POLICE OFFICERS FOR THE BOSSIER CITY POLICE DEPARTMENT.

WHEREAS, Ordinance No. 21 of 2019 implemented a requirement assuring that the City department budgets not be exceeded by any hiring of any personnel; and
WHEREAS, the hiring of one (3) Police Officers due to the resignation of two Police Officers and the termination of one Officer.

WHEREAS, the administration and the department assures that all current budgets have been verified and that no authorized salary has been exceeded; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to proceed with hiring procedures for the fulfillment of this position.

The above and foregoing Resolution was read in full at open and legal session convened, was on motion of Mr. Jeff Free, and seconded by Mr. Thomas Harvey, and adopted on adopted this 2nd day of March, 2021.

AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby (virtual), Mr. Williams, Mr. Free and Mr. Harvey

NAYS: none

ABSTAIN: none

__________________________________
David Montgomery, Jr., President

__________________________________
Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 16 OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF ONE (1) POLICE COMMUNICATION OFFICER FOR THE BOSSIER CITY POLICE DEPARTMENT.

WHEREAS, Ordinance No. 21 of 2019 implemented a requirement assuring that the City department budgets not be exceeded by any hiring of any personnel; and

WHEREAS, the hiring of one (1) Police Communication Officer due to the death of one Police Communication Officer.

WHEREAS, the administration and the department assures that all current budgets have been verified and that no authorized salary has been exceeded; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to proceed with hiring procedures for the fulfillment of this position.
The above and foregoing Resolution was read in full at open and legal session convened, was on motion of Mr. Jeff Free, and seconded by Mr. Thomas Harvey, and adopted this 2nd day of March, 2021.

AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby (virtual), Mr. Williams, Mr. Free and Mr. Harvey
NAYS: none
ABSENT: none
ABSTAIN: none

David Montgomery, Jr., President
Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION NO. 17 OF 2021

A RESOLUTION AUTHORIZING A PROMOTION FROM WITHIN, AND THE HIRING OF ONE EMPLOYEE DUE TO A RESIGNATION IN THE PURCHASING DEPARTMENT, ALL WITHIN THE EXISTING BUDGET

WHEREAS, the Purchasing Department has an available position due to a resignation; and

WHEREAS, this termination provides for an opportunity to promote an individual and hire one employee to replace that individual; and

WHEREAS, this action will have no impact on the existing budget; and

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to promote from within and hire one employee in the Purchasing Department to fill a vacancy due to a resignation.

The above and foregoing Resolution, read in full at open and legal session convened, was on motion of Mr. Jeff Free and seconded by Mr. Don Williams, and adopted this 2nd day of March, 2021.

AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby (virtual), Mr. Williams, Mr. Free and Mr. Harvey
NAYS: none
ABSENT: none
ABSTAIN: none

David Montgomery, Jr., President
Phyllis McGraw, City Clerk

By: Mr. Irwin
Motion to introduce an Ordinance authorizing the City of Bossier City, State of Louisiana, to proceed with a not to exceed $50,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority for the purpose of refunding certain bonds of the authority and providing for others matters in connection therewith.

Seconded by Mr. Williams

Councilman Montgomery reported that they have been monitoring Market over last year and that the timing was good to refinance the two debt issues and save 1 Million per year on the life of the bonds. This is in the best interest of the citizens of Bossier City by reducing debt service. Thanked all the Finance team, Administration and Council for acting fast to save the citizens money on these issues.

No further comment

Vote in favor of motion is unanimous

By: Mr. Irwin

Motion to introduce an Ordinance authorizing the issuance of not exceeding One Hundred Thirty Million Dollars ($130,000,000) of taxable Utilities Revenue Refunding Bonds, Series 2021, of the City of Bossier City, State of Louisiana, in accordance with the terms of the General Bond Ordinance adopted on July 6, 2010; providing for the sale of such bonds; and providing for other matters in connection therewith.

Seconded by Mr. Larkin

No comment

Vote in favor of motion is unanimous

Reports –

Stacie Fernandez, City Finance Director – went over the Monthly Financial Report for January 2021. She reported good news that we are 130% of revenue and 76% of expenses. She also noted that Sales tax numbers are up 7 ½ percent from the same time last year, which was pre-covid. Mr. Montgomery reported that for February 2021 that the sales tax was up an additional 4 ½ percent. That 80 percent of the General Fund budget that covers employees including Fire and Police come from Sales Tax.

Justin Haydel, Manchac – Gave the Council an update on Walter O. Bigby Carriageway Project. He reported that since last report on Jan. 19th that they have heard from the Corps of Engineers that they should have permits in hand as soon as the end of the week. He is recommending that they advertise for bids starting Wednesday, March 10, 2021 and run for 40 days with a bid opening of May 4, 2021. He expects some minor comments but that they can be easily handled. Utility relocation has been ongoing and should be completed by April 9, 2021. City has majority of DOTD permits in hand. He gave them further update on the progression of all the outstanding issues with the project. Mr. Montgomery stated been waiting on this day for over 20 years. Connection of South Bossier to North Bossier with the Arthur Ray Teague Parkway and Walter O. Bigby Carriageway. Was a long journey and the citizens will now be able to travel a road without having to stop for a railroad crossing. Ask the Mayor and Pam Glorioso to organize a ribbon cutting for the upcoming Friday to let the people know the end is in sight.

Mayor reported that in the Governors press conference that the state will be lifting some of the covid restrictions and going to Phase 3 starting Wednesday.

Mr. Williams also reported that some might think that you can get major things done in 4 years or 8 years and that sometimes it takes a lot longer than anticipated.

Council reminded everyone that early voting starts this week.

There being no further business to come before this Council, the meeting adjourned at 3:44 PM by Mr. Montgomery, Jr.

Respectfully submitted:

Phyllis McGraw
City Clerk
Publish: March 10, 2021
Bossier Press Tribune
AGENDA ITEM FACT SHEET

THIS COMPLETED FORM PLUS ORDINANCE/RESOLUTION (IF APPLICABLE) AND ANY OTHER PERTINENT DATA MUST BE PRESENTED TO THE CITY CLERK BY NOON ONE (1) DAY PRIOR TO AGENDA MEETING.

| TITLE: | ADOPT AN ORDINANCE TO RE-APPROPRIATE $250,000.00 FROM THE SALES TAX CAPITAL IMPROVEMENT FUNDS TO THE 2021 STREETS AND DRAINAGE REPAIR PROJECT |
| EXPLANATION OF PROPOSAL: | |
| COST/BUDGET DATA: | $250,000.00 to be Re-Appropriated from the Sales Tax Capital Improvement Fund to 2021 Streets and Drainage Repair Project |
| IF ADD ON FOR REGULAR MEETING: | Please state reason. - |
| TIME DEADLINES: | Council Meeting, |
| SPONSOR: | Lorenz Walker, Mayor |
| DATE: | Feb 4, 2021 |
| NOTED | ☑ |
| RECOMMENDED BY: | Lorenz Walker, Mayor |
| COUNCIL DISTRICT: | City-wide |
| DATE TO BE PUT ON AGENDA: | Regular - Feb 16, 2021 |
The following Ordinance offered and adopted:

Ordinance No.____ Of 2021

ADOPT AN ORDINANCE TO RE-APPROPRIATE $250,000.00 FROM THE SALES TAX CAPITAL IMPROVEMENT FUNDS TO THE 2021 STREETS AND DRAINAGE REPAIR PROJECT

WHEREAS, the City is has within its jurisdiction has street and drainage projects that require immediate repair or correction; and

WHEREAS, the City request the re-appropriation of $250,000.00 to come from the Sales Tax Capital Improvements Fund, the city hereby request a transfer of funds to the 2021 Streets and Drainage Repair Project; and,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby approve an ordinance to re-appropriate $250,000.00.00 to come from the Sales Tax Capital Improvement Funds and transfer to the 2021 Streets and Drainage Repair Project.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of __________________, seconded by __________________, and adopted on the __________, day of __________, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

______________________________
David Montgomery, Jr., President

______________________________
Phyllis McGraw, City Clerk
| TITLE: | AN ORDINANCE TO APPROPRIATE $1,200,000 IN SURPLUS FUNDS FROM ORDINANCE 48 OF 2019 AND 147 OF 2019 TOWARDS ADDITIONAL IMPROVEMENTS AT CITY RECREATION AREAS. |
| EXPLANATION OF PROPOSAL: | This Ordinance appropriates $1,200,000 towards additional improvements to City recreation areas including $600,000 for a new restroom at the Clifford Almond Park to replace the existing and outdated restroom. Additionally, this Ordinance adds an additional $600,000 to Ordinance 8 of 2019 for a new ADA restroom and enhancements to the Tinsley Park Baseball Fields. All additional construction costs and time associated with the additional work at the Tinsley Park Baseball Fields will be reconciled as part of this Ordinance including the attached Change Orders 3 and 4. This amendment leaves an additional $400,000 in surplus funds in Ordinance 8 of 2019 for use towards additional improvements. |
| COST/BUDGET DATA: | Ordinance 48/2019 & 147 of 2019: $6,151,000.00; Amount of surplus: $1,200,000.00; Clifford Almond Park Restroom Project Costs: $600,000.00 from Ordinance 48/2019 Ordinance 8 of 2019: $14,000,000.00; Amount of Amendment: $600,000.00 from Ordinance 48/2019 Ordinance 8 of 2019 Total after Approval; $14,600,000.00. Tinsley Park Baseball Park Proposed Improvements Construction Costs: $352,928.82 Ordinance 8 of 2019 Surplus After Amendment and Proposed Improvements: $400,000 |
| IF ADD ON FOR REGULAR MEETING - Please state reason: | |
| TIME | Regular Council Meeting. |
| SPONSOR: | Benjamin Rauschenbach, P.E. City Engineer |
| DATE: | February 12, 2021 |
| NOTED | RECOMMENDED BY | Lorenz Walker, Mayor |
| COUNCIL | February 16, 2021 (First Reading) March 2, 2021 (Second Reading) |
| DATE TO BE PUT ON AGENDA: | February 12, 2021 |
The following Ordinance offered and adopted:

ORDINANCE NO. _______ OF 2021

AN ORDINANCE TO APPROPRIATE $1,200,000 IN SURPLUS FUNDS FROM ORDINANCE 48 OF 2019 AND 147 OF 2019 TOWARDS ADDITIONAL IMPROVEMENTS AT CITY RECREATION AREAS.

WHEREAS; Ordinance No. 48 of 2019 and 147 of 2019 appropriated $6,151,000 for improvements at recreation areas; and

WHEREAS; due to the outstanding management of these funds by the Bossier City Parks and Recreation Department there is a $1,200,000 surplus in funding available for additional improvements at City recreation areas; and

WHEREAS; the existing restroom facility at the Clifford Almond Park has reached it’s intended service life and is in need of replacement; and

WHEREAS; $600,000 of the available $1,200,000 surplus funds will be used to construct a new restroom facility at the Clifford Almond Park; and

WHEREAS; there is need for an ADA restroom facility and other enhancements at the Tinsley Ballfields; and

WHEREAS; Ordinance No. 8 of 2019, that appropriated $14 Million to come from the 2018 LCDA Bond Fund for the design, development, and construction of Tinsley Park Baseball improvements, will be amended to include an additional $600,000 of the available $1,200,000 surplus funds for a total of $14,600,000; and

WHEREAS; the $600,000 amendment to Ordinance No. 8 of 2019 will be used for the ADA restroom facility and other enhancements; and

WHEREAS; the total project costs for the Tinsley Park Baseball improvements, including an increase in Contract price to Testament Construction Services, LLC via Change Order No. 3 in the amount of $59,603.67 and Change Order No. 4 in the amount of $293,325.15 for the ADA restroom facility and other enhancements, included as part of this Ordinance, will leave a surplus of funds in Ordinance 8 of 2019 of 400,000 for use towards additional improvements; and

WHEREAS; eighty-nine (89) additional days will be added to the contract with Testament Construction Services, LLC via Change Order No. 3 and 4 for the referenced improvements to the Tinsley Park Baseball fields as part of this Ordinance.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to appropriate $1,200,000 in surplus funds from Ordinance No. 48 of 2019 and 147 of 2019 towards additional improvements at City recreation areas. These improvements will include $600,000 towards a new restroom at Clifford Almond Park and $600,000 via amendment to Ordinance 8 of 2019 for an additional ADA restroom facility and other enhancements at the Tinsley Park Baseball fields. Additionally, the City Council of Bossier City, Louisiana, agrees to amend the Construction Contract with Testament Construction Services, LLC for an increase in price of
$352,928.82 and an increase of eighty-nine (89) days, and that even with these increases there will be a surplus of $400,000 in funding for use towards additional improvements.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ___________, and seconded by ___________, and adopted on the 2nd, day of March, 2021, by the following vote:

AYES: 

NAYS: 

ABSENT: 

ABSTAIN: 

______________________________
David Montgomery, Jr., President

______________________________
Phyllis McGraw, City Clerk
CHANGE ORDER NO. 3

P.O. No.:  191576
Date:    January 28, 2021
Agreement Date: November 26, 2019

NAME OF PROJECT: Tinsley Park Expansion
DE Project No. 18-12-01

OWNER:      City of Bossier

CONTRACTOR: Testament Construction Co.

The following changes are hereby made to the CONTRACT DOCUMENTS:
Adjustments for Owner requested changes including additions and deletions to the project scope. Added 11 calendar days to contract time for rain or too wet to work from October 1, 2020 to December 31, 2020, and 18 calendar days for installation of wood pilings under catch basins.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE  $12,435,007.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $12,448,829.04

The CONTRACT PRICE due to this CHANGE ORDER will be increased by $59,603.67.

The new CONTRACT PRICE including this CHANGE ORDER will be $12,508,432.71.

CHANGE TO CONTRACT TIME:
The CONTRACT TIME will be increased by 29 calendar days.
The date for completion of all work will be June 05, 2021.

APPROVED BY:

Justification Supported: Hacie Fernández for Hiley García
Purchasing Agent

Funds Available: Hacie Fernández
Director of Finance

Contractor: Trey Bateau 2/04/2021

Project Engineer:  02/05-2021

Parks/Recreation Director:  

Mayor:  

Page 1 of 29
Brian,  

See requested back up information for Change Order #3. I will get the 4th Quarter weather days to you shortly to include in Change Order #3.

Trey Buteau  
Testament Construction Services, L.L.C.

E. trey.testcon@gmail.com  
P. 318.670.7685 | F. 318.216.3042 | C. 318.402.1007 | E. testconservices@gmail.com  
A. 670 Albemarle Drive, Suite 600 | Shreveport, LA | 71106

Trey,  

Go ahead and send me the backup documentation and explanations for each of these, like we did for CO #002.

Sincerely,  

Robert B. Harrell, P.E.  

DENMON ENGINEERING  
Engineers & Surveyors  
P.O. Box 8460
Brian,

These are the outstanding change order proposals that should be added to Change Order #3 per my change order log. Please review and advise if you agree. Thank you,

<table>
<thead>
<tr>
<th>PROP #</th>
<th>Description</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>018</td>
<td>ADD Elevation &amp; Grading above Drainage Pipe #63</td>
<td>$5,813.83</td>
<td>11/12/2020</td>
</tr>
<tr>
<td>019</td>
<td>ADD Inlaid Striping to Fields 1-10</td>
<td>$19,234.56</td>
<td>11/18/2020</td>
</tr>
<tr>
<td>020</td>
<td>Catch Basin Piles &amp; Mud Slabs</td>
<td>$17,225.28</td>
<td>11/19/2020</td>
</tr>
<tr>
<td>021</td>
<td>Increase Red &amp; Green Turf Field #6-10</td>
<td>$24,521.47</td>
<td>12/21/2021</td>
</tr>
<tr>
<td>022</td>
<td>Added Conduits @ Transformer</td>
<td>$8,357.96</td>
<td>11/24/2021</td>
</tr>
<tr>
<td>023</td>
<td>Outfall Detention Pond Redesign</td>
<td>($20,351.00)</td>
<td>12/10/2021</td>
</tr>
<tr>
<td>026</td>
<td>Dugout Painting</td>
<td>$4,801.57</td>
<td>1/14/2021</td>
</tr>
</tbody>
</table>

Trey Buteau
Testament Construction Services, L.L.C.
E. trey.testcon@gmail.com
From: Brian Harrell [mailto:brian@denmon.com]
Sent: Monday, January 18, 2021 10:53 AM
To: Trey Buteau <trey.testcon@gmail.com>
Subject: RE: Tinsley- Change Order #3

Trey,

The current items I show that have not been officially put into a change order are:

- Cost increase for wood pilings and mud slabs. This work was previously approved for proceeding forward with and has already been completed.
- Cost increase to paint dugouts 2-tone. I believe you have been authorized to proceed forward. Not sure if work has started yet or not.
- Cost decrease to eliminate weir structure, change culvert size, add embankment, etc. I believe you have been authorized to proceed forward. Not sure if work has started yet or not.
- Cost increase to regrade swale ditches. This is on hold until further notice.
- Cost increase to add ADA field. I have not heard back from Bossier City about this.

Please look at your list and let me know if I have missed any items that we may have previously discussed.

Sincerely,

Robert B. Harrell, P.E.

DENMON ENGINEERING
Engineers & Surveyors
P.O. Box 8460
Monroe, Louisiana 71211
phone: (318) 388-1422
fax: (318) 361-5036
e-mail: brian@denmon.com

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Brian,

I know things are a little slow right now at Tinsley due to the weather, but I was wondering if you could go ahead and put together Change Order #3? I would like to issue those changes out to my subs and get squared away on my paperwork. Is that something you can handle this week?

Trey Buteau
Testament Construction Services, L.L.C.

E. trey.testcon@gmail.com
P. 318.670.7685 | F. 318.216.3042 | C. 318.402.1007 | E. testconservices@gmail.com
A. 670 Albemarle Drive, Suite 600 | Shreveport, LA | 71106
## TESTAMENT CONSTRUCTION SERVICES
### TINSLEY PARK EXPANSION
### PROPOSAL #018 - ADD ELEVATION AND GRADING ABOVE DRAINAGE PIPE #63

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>TESTAMENT</th>
<th>P.O.</th>
<th>SUB</th>
<th>TOTAL</th>
<th>9.45%</th>
<th>SUB</th>
<th>15%</th>
<th>TOTAL</th>
<th>PROFIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SITEWORK: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS TO RAISE THE ELEVATION OF THE CONCRETE DRIVE AROUND DRAINAGE PIPE #63</td>
<td></td>
<td></td>
<td></td>
<td>750.00</td>
<td>0.00</td>
<td>750.00</td>
<td>112.50</td>
<td>862.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SITEWORK: ADD approximately 50 cu of select fill. Includes trucking and hauling @ $15/yd</td>
<td>750</td>
<td></td>
<td></td>
<td>750.00</td>
<td>0.00</td>
<td>750.00</td>
<td>112.50</td>
<td>862.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SITEWORK: Haul, delivery and pick up of Dozer ($200 each way)</td>
<td>400</td>
<td>400.00</td>
<td>0.00</td>
<td>400.00</td>
<td>60.00</td>
<td>460.00</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>LAYOUT: Place new elevation sticks and grades. Program into GPS.</td>
<td>350</td>
<td>350.00</td>
<td>0.00</td>
<td>350.00</td>
<td>52.50</td>
<td>402.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>SITEWORK: DOZER rental, including operator ($1500/day x 1.5 days)</td>
<td>2,250</td>
<td>2,250.00</td>
<td>0.00</td>
<td>2,250.00</td>
<td>337.50</td>
<td>2,587.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SITEWORK: ROLLER rental including operator ($1,000/day x 1 day)</td>
<td>1,000</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
<td>150.00</td>
<td>1,150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SITEWORK: Laborer to assist operator ($12/hr x 12 hr)</td>
<td>144</td>
<td>144.00</td>
<td>0.00</td>
<td>144.00</td>
<td>21.60</td>
<td>165.60</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Sub Total $ 5,628.10

Permit $ 28.14
Insurance $ 73.17
Bond $ 84.42

Total $ 5,813.83
## TESTAMENT CONSTRUCTION SERVICES
### TINSLEY PARK EXPANSION

**PROPOSAL #019 - ADD INLAID STRIPING FOR COACHES BOX, ON-DECK CIRCLE AND 1ST BASE LINE**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>TESTAMENT</th>
<th>P.O.</th>
<th>SUB</th>
<th>9.45%</th>
<th>SUB</th>
<th>10%</th>
<th>TOTAL</th>
<th>TAXES</th>
<th>TOTAL</th>
<th>PROFIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TURF: Add in-laid striping for Fields 1-10 to make Coaches boxes, on-deck circles, and 1st base running lines. All new lines are white in color.</td>
<td>13,791.00</td>
<td></td>
<td>13,791.00</td>
<td>0.00</td>
<td>13,791.00</td>
<td>1,379.10</td>
<td>15,170.10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Layout: Fields 1-10 ($250/field x 10 fields)</td>
<td>2,500</td>
<td></td>
<td>2,500.00</td>
<td>0.00</td>
<td>2,500.00</td>
<td>375.00</td>
<td>2,875.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CLEAN UP: ($50/field x 10 fields)</td>
<td>500</td>
<td></td>
<td>500.00</td>
<td>0.00</td>
<td>500.00</td>
<td>75.00</td>
<td>575.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Mark Up is 15% on Self Performed Items and 10% on Subcontracts

| Sub Total | $18,820.10 |
| Permit | $93.10 |
| Insurance | $242.06 |
| Bond | $279.30 |

**Total** | $19,234.56
REQUEST FOR CHANGE ORDER

SPRINTURF, LLC
146 Fairchild St., Suite 150
Daniel Island, SC 29492
Phone: 843-936-6023
Fax: 843-410-5712

REQUEST: #1
PROJECT: City of Bossier / Tinsley Park, Job Number: 20-S-LA002

LOCATION: Tinsley Park
DATE: 11/16/20
ATTN: Trey
OWNER:
ADDRESS: Tinsley Drive off Hwy, 80 East, Bossier City, LA 71111

Description of changes to Contract by this Change Order:
1. Per drawings delivered on Friday 11/11/20 add following inlays for all 10 fields (1-10):
   a. Coaches boxes,
   b. On-deck / batting circles
   c. and 1st base running line
2. All new lines identified in the above referenced drawing are to be white, in-laid and field installed.
3. Additional materials: turf, glue and tape

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Original Contract Sum was</td>
<td>$864,196</td>
</tr>
<tr>
<td>The net change by previous approved Change Orders</td>
<td>$0</td>
</tr>
<tr>
<td>The Contract sum prior to this Change Order was</td>
<td>$864,196</td>
</tr>
<tr>
<td>The Contract sum will be modified by this Change Order in the amount of</td>
<td>$13,791</td>
</tr>
<tr>
<td>The new Contract Sum including this Change Order will be</td>
<td>$877,987</td>
</tr>
</tbody>
</table>

Signature Owner

Signature Sprinturf

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## TESTAMENT CONSTRUCTION SERVICES
### TINSLEY PARK EXPANSION
#### PROPOSAL #020 - CATCH BASIN PILES & MUD SLABS

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>TESTAMENT</th>
<th>P.O.</th>
<th>SUB</th>
<th>TOTAL</th>
<th>TAXES</th>
<th>TOTAL</th>
<th>PROFIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SITEWORK: Add two (2) piles and mudslabs to five (5) drainage catch basins per attached detail (5 x $2,500/EA). Piles and Mudslabs were added to CB #13, #14, #11, #5, &amp; #4.</td>
<td>12,500</td>
<td></td>
<td>12,500.00</td>
<td>12,500.00</td>
<td>0.00</td>
<td>12,500.00</td>
<td>1,875.00</td>
<td>14,375.00</td>
</tr>
<tr>
<td></td>
<td>Mud slab only at #16. ($2,000/EA)</td>
<td>2,000</td>
<td></td>
<td>2,000.00</td>
<td>2,000.00</td>
<td>0.00</td>
<td>2,000.00</td>
<td>0.00</td>
<td>2,000.00</td>
</tr>
</tbody>
</table>

**NOTE:** Mark Up is 15% on Self Performed Items and 10% on Subcontracts

Sub Total $ 16,675.00
Permit $ 83.38
Insurance $ 216.78
Bond $ 250.13
Total $ 17,225.28

**CONTRACTOR REQUESTED (3) DAYS PER CATCH BASIN: 6 CB X 3 DAYS = 18 DAYS TOTAL**
From: Trey Buteau <trey.testcon@gmail.com>
Sent: Tuesday, June 30, 2020 8:12 AM
To: Brian Harrell <brian@denmon.com>; Chris Patrick <chris@denmon.com>; brauschenbach@manchagroup.com; 'Jonathan Phipps' <jonathan.testcon@gmail.com>
Cc: Wade Rich <w.rich@testament.construction>; a.fearrand@testament.construction; 'Tom Taron' <TARONT@bossiercity.org>
Subject: Tinsley Park - Catch Basin Support Pricing
Importance: High

Brian,

Per our meeting last week, we were requested to provide two (2) separate unit prices for the catch basins that are being installed at areas with ground water. Per your request:

1. Mud Slab Only: $2,000/catch basin
2. Mud Slab + 2 Piles: $2,500/catch basin

In addition, the 3x5 Rock with Fabric is $60/ton. These prices are unit prices and include furnished materials and labor. We have used the detail you provided attached hereto.

Obviously we have some catch basins that need this resolve immediately so that we can continue progress. I have copied Tom Taron, the City Inspector, on this email to keep him in the loop. I am requesting your approval to move forward with these unit prices in conjunction with Tom’s participation. All additional support work will be documented and the group will be kept abreast of all work required prior to installation.

Please confirm we are good to proceed. Thank you,

Trey Buteau
Testament Construction Services
318.402.1007
FOR A STABLE WORKING TABLE

NOTE:
TIMBER PILE(S) SHALL TO SECTION 1014 OF THE 2006 EDITION OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURE BASE, DRIVEN TO
ENGINEER, BASED UPON SOIL CONDITIONS AT TIME OF INSTALLATION

TYPICAL SECTION
From: Brian Harrell  
To: Trey Buteau  
Subject: FW: Tinsley Park- Proposals# 06, #07, and #08  
Date: Wednesday, November 18, 2020 3:16:34 PM  
Attachments:  
19-15 PROP 006 Maintenance Road Rock Credit.pdf  
19-15 PROP 007 Water Miter Meter.pdf  
19-15 PROP 008 CB Bar Redesign Credit.pdf  
19-15 Change Estimate Log 200718.xls

From: Trey Buteau <trey.testcon@gmail.com>  
Sent: Saturday, July 18, 2020 11:11 AM  
To: Brian Harrell <brian@denmon.com>; Chris Patrick <chris@denmon.com>  
Cc: 'Ben Rauschenbach' <brauschenbach@manchacgroup.com>; 'Jonathan Phipps' <jonathan.testcon@gmail.com>  
Subject: Tinsley Park - Proposals #06, #07, and #08

Brian and Ben,

Attached are the change orders proposals that you have requested. I have also attached an updated "CHANGE ESTIMATE LOG" which tracks all proposals submitted to date. I have tried to include all documentation and back up to each proposal so that we have a clear, understandable paper trail. Please review the attached proposals and let me know if you have any questions.

Please note, that I have not provided a written proposal for the catch basins support, as this is an ongoing change. To date, we have install three (3) catch basins with 4 piles and a mudslab. We also have three (3) additional holes opened which will require added support. We are requesting 3 days and $2500 per catch basin. So, to date, we have six (6) catch basins total at $2500/ea = $15,000. I recommend we anticipate at least twelve total catch basins requiring additional support.

Trey Buteau  
Testament Construction Services  
318.402.1007
## TESTAMENT CONSTRUCTION SERVICES
### TINSLEY PARK EXPANSION

#### PROPOSAL #021B - CHANGE FIELDS 6-10 INFIELD RADIUS TO 60' BASE PATH

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>TESTAMENT</th>
<th>P.O.</th>
<th>SUB TOTAL</th>
<th>SUB TAXES</th>
<th>SUB TOTAL</th>
<th>SUB PROFIT</th>
<th>SUB TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TURF: Increase Clay Red and Green Turf Area on Fields #6-#10 per SD9 Option B</td>
<td></td>
<td>21,580.10</td>
<td>0.00</td>
<td>21,580.10</td>
<td>2,158.01</td>
<td>23,738.11</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Mark Up is 15% on Self Performed Items and 10% on Subcontracts

Sub Total $ 23,738.11

Permit $ 118.69

Insurance $ 308.60

Bond $ 356.07

Total $ 24,521.47
Change Request

To: Number: CO#8
Date: 12/17/20
Job: 20-S-LA002 Tinsley Park
Phone:

Description: COR #5 - Increase the Clay Red and Green Turf Area (fields 6 through 10)

We are pleased to offer the following specifications and pricing to make the following changes:
Increase the Clay Red and Green Turf Area (fields 6 through 10) Per SD9 Option B rendering submitted by Architect.

The total amount to provide this work is $21,580.10

If you have any questions, please contact me at dkent@sprinturf.com.

Submitted by: Sprinturf, LLC
Signature: Douglas Kent
Date: 12/18/20

To: Testament Construction

Approved by: __________________________
Date: __________________________

Page 1 of 1
## TESTAMENT CONSTRUCTION SERVICES
### TINSLEY PARK EXPANSION
#### PROPOSAL #022 - ADD CONDUITS AT TRANSFORMER PAD

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>TESTAMENT</th>
<th>P.O.</th>
<th>SUB</th>
<th>9.45% SUB</th>
<th>10% SUB</th>
<th>TOTAL</th>
<th>TAXES</th>
<th>TOTAL</th>
<th>PROFIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ELECTRICAL: Install 2&quot; spare conduit from Panel LDP to beyond the concrete pour, install (1) 2&quot; for the future ADA Multi-Purpose Building, install five (5) 2&quot; conduits for future RV pads.</td>
<td>7,105.42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,105.42</td>
<td></td>
<td>710.54</td>
<td>7,815.96</td>
<td></td>
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<tr>
<td>2</td>
<td>CONCRETE: Rework forms and WWF</td>
<td>250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>250.00</td>
<td></td>
<td>25.00</td>
<td>275.00</td>
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Sub Total: $8,090.96

**NOTE:** Mark Up is 15% on Self Performed Items and 10% on Subcontracts

<table>
<thead>
<tr>
<th></th>
<th>SUB 9.45%</th>
<th>SUB 10%</th>
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<tbody>
<tr>
<td>Permit</td>
<td>$40.45</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$105.18</td>
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<tr>
<td>Bond</td>
<td>$121.36</td>
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</tr>
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</table>

**Total:** $8,357.96
November 23, 2020

Attn: Trey Buteau

Re: Tinsley Park Panel LDP Spare Conduits

The scope of work includes:

- Install 2" spare conduits from Panel LDP to beyond the concrete pour.
  1 2" for the future ADA Multi-Purpose Building.
  5 2" for the future RV pads.
- Track hoe and tamp.
- Labor, materials and equipment.
- All work to be performed Monday thru Friday, 7:00 a.m. – 3:30 p.m.

Total: $7,105.42

Please call with any questions.

Thank You,

John David Wallace
President
iwallaccki@camuselectric.com
Office: 318-687-1420 Ext 102
Cell: 318-207-0054
Please verify:

1. There should be five (5) 6" conduits coming out, going to and connected to each of the five (5) house bilge pads on the east side of the RV driveway.
2. We need one (1) 2" conduit coming out and heading in a northerly direction for future ADA/Handicap parking.
3. We need one (1) 2" conduit coming out and heading in a southerly direction for future ADA/Handicap parking.
4. We need three (3) 2" conduits coming out and heading in a westerly direction for future ADA/Handicap parking.
5. We need one (1) conduit coming out and heading in a westerly direction for future ADA/Handicap parking.

No later than Monday, January 19th at 3:00 PM.

P.O. Box 37112, Virginia Beach, VA 23437-1122
Phone: 757-490-4500
Fax: 757-490-4501
Email: info@tntral.com
Website: www.tntconstruction.com
### TESTAMENT CONSTRUCTION SERVICES
### TINSLEY PARK EXPANSION

#### PROPOSAL #023 - OUTFALL DETENTION POND REDESIGN

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>SITEWORK: See attached sketch with numbered scope. The scope is a net wash in pricing. Add 50 cy of native soil and all associated grading. Credit 30 cy of 30# Rip rap. Decrease the pipe diameter from 36&quot; to 24&quot;, but increase the length by 20'.</td>
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<tr>
<td>2</td>
<td>CONCRETE: Delete concrete water level control structure</td>
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<th>SUB 9.45% TOTAL</th>
<th>SUB 10% TOTAL</th>
<th>TAXES TOTAL</th>
<th>PROFIT TOTAL</th>
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**NOTE:** Mark Up is 15% on Self Performed Items and 10% on Subcontracts

---

**Sub Total** $20,351.00

| Permit | $ - |
| Insurance | $ - |
| Bond | $ - |

**Total** $20,351.00
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<td>9900</td>
<td>PAINT: CHANGE DUGOUT PAINT FROM SINGLE UNIFORM COLOR, TO A TWO-TONE COLOR THAT BREAKS AT THE CENTER HEIGHT. TWELVE DUGOUTS AT $350 EACH.</td>
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Sub Total $4,620.00

Permit $31.42
Insurance $66.99
Bond $83.16

Total $4,801.57

NOTE: Mark Up is 15% on Self Performed Items and 10% on Subcontracts
From: Trey Buteau <trey.testcon@gmail.com>
Sent: Thursday, January 28, 2021 3:23 PM
To: Brian Harrell
Cc: trey.testcon@gmail.com
Subject: Tinsley - 4th Quarter Weather Days

Brian,

Per our Owner’s meeting for Tinsley Park during the month of March 2020, we agreed with the City Engineer that Inclement Weather days for the project would be reviewed and reconciled quarterly. Attached are the requested inclement weather days for the months of October, November, December 2020 for the 4th Quarter. We have used the spec section 01020 of the contract documents to calculate the number of claimed day. We are requesting the following number of days for the 4th Quarter of 2020:

October – 1 day
November – 0 days
December – 10 days

TOTAL = 11 days

Please review and keep these documents for your files. We request that a Zero Dollar change order be issued to ADD 30 days to the contract time in relief of liquidated damages. Please add this to change order #3 if you agree. Please confirm receipt. Thank you,
January 28, 2020

Mr. Brian Harrell, P.E.
Denmon Engineering
114 Venable Ln
Monroe, LA 71203

Project: Sports Complex: Tinsley Park Expansion
Bossier City, LA
OCTOBER 2020 - INCLEMENT WEATHER

Dear Mr. Harrell,

This letter is to serve as notice of the delay in construction progress due to adverse weather conditions experienced on the above referenced project during the month of OCTOBER, 2020. During the month, we incurred (4) days of lost production due to inclement weather and mud conditions. The cyclic rainfall and lack of drying weather between rain events has significantly impacted crucial construction activities, thus the construction schedule.

Our total delay for time during the month of OCTOBER is 4 days. The statistical number of adverse days to be expected for the month of OCTOBER is 3 days. Per Section 0102 of the Specifications, our claim is as follows: (4-3) x 1.45 = 1.455 days total. Please review and advise if you agree.

Should the need arise, we are reserving the right to request additional time, and relief from liquidated damages, in the amount of 1 day due to the adverse weather conditions experienced during the month of OCTOBER.

Sincerely,

Trey Buteau
Project Manager
January 28, 2020

Mr. Brian Harrell, P.E.
Denmon Engineering
114 Venable Ln
Monroe, LA 71203

Project: Sports Complex: Tinsley Park Expansion
Bossier City, LA
NOVEMBER 2020 - INCLEMENT WEATHER

Dear Mr. Harrell,

This letter is to serve as notice of the delay in construction progress due to adverse weather conditions experienced on the above referenced project during the month of NOVEMBER, 2020. During the month, we incurred (4) days of lost production due to inclement weather and mud conditions.

Our total delay for time during the month of NOVEMBER is 4 days. The statistical number of adverse days to be expected for the month of NOVEMBER is 7 days. Therefore, we are not claiming any inclement weather days for the month of NOVEMBER, 2020.

Sincerely,

Trey Buteau
Project Manager
January 28, 2020

Mr. Brian Harrell, P.E.
Denmon Engineering
114 Venable Ln
Monroe, LA 71203

Project: Sports Complex: Tinsley Park Expansion
Bossier City, LA
OCTOBER 2020 - INCLEMENT WEATHER

Dear Mr. Harrell,

This letter is to serve as notice of the delay in construction progress due to adverse weather conditions experienced on the above referenced project during the month of DECEMBER, 2020. During the month, we incurred (14) days of lost production due to inclement weather and mud conditions. The cyclic rainfall and lack of drying weather between rain events has significantly impacted crucial construction activities, thus the construction schedule.

Our total delay for time during the month of DECEMBER is 14 days. The statistical number of adverse days to be expected for the month of DECEMBER is 7 days. Per Section 0102 of the Specifications, our claim is as follows: \((14-7) \times 1.45 = 10.15 \text{ days total}\). Please review and advise if you agree.

Should the need arise, we are reserving the right to request additional time, and relief from liquidated damages, in the amount of 10 days due to the adverse weather conditions experienced during the month of DECEMBER.

Sincerely,

Trey Buteau
Project Manager
CHANGE ORDER NO. 4

P.O. No.: 191576
Date: February 01, 2021
Agreement Date: November 26, 2019

NAME OF PROJECT: Tinsley Park Expansion
DE Project No. 18-12-01

OWNER: City of Bossier

CONTRACTOR: Testament Construction Co.

The following changes are hereby made to the CONTRACT DOCUMENTS:
Adjustments for Owner requested changes to add an ADA Field Multipurpose Building to the project scope. Added 60 calendar days for this building.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE $12,435,007.00.
Current CONTRACT PRICE adjusted by previous CHANGE ORDER $12,508,432.71.
The CONTRACT PRICE due to this CHANGE ORDER will be increased by $293,325.15.
The new CONTRACT PRICE including this CHANGE ORDER will be $12,801,757.86.

CHANGE TO CONTRACT TIME:
The CONTRACT TIME will be increased by 60 calendar days.
The date for completion of all work will be August 4, 2021.

APPROVED BY:
Justification Supported: 
Purchasing Agent

Funds Available: 
Director of Finance

Contractor: 
2/5/21

Project Engineer: 
02/05-2021

Parks/Recreation Director:

Mayor:

Page 1 of 18
Brian Harrell

From: Trey Buteau <trey.testcon@gmail.com>
Sent: Monday, December 28, 2020 11:39 AM
To: Brian Harrell
Cc: 'Clinton Patrick'; 'Jonathan Phipps'; 'Adam Stewart'
Subject: RE: Tinsley Park - Proposal #025 ADA Multi Purpose Building
Attachments: PROP_025_ADA Multi Purpose Building_REVO1.pdf

Brian,

See attached PROP #025 – REV01 for the ADA Multi-Purpose Building. I made the changes you noted below. The parking lot striping was actually not being calculated on the original proposal – the number was on the sheet, but the cell was not in the formula. Regardless, the striping has been removed altogether and there is a credit for the sidewalk reflected.

Trey Buteau
Testament Construction Services, L.L.C.

E: trey.testcon@gmail.com
P. 318.670.7685 | F. 318.216.3042 | C. 318.402.1007 | E. testconservices@gmail.com
A. 670 Albemarle Drive, Suite 600 | Shreveport, LA | 71106

From: Brian Harrell [mailto:brian@denmon.com]
Sent: Monday, December 28, 2020 8:37 AM
To: Trey Buteau <trey.testcon@gmail.com>
Cc: 'Clinton Patrick' <cpatrick@manchacgroup.com>; 'Jonathan Phipps' <jonathan.testcon@gmail.com>; Adam Stewart <adam.testcon@gmail.com>
Subject: RE: Tinsley Park - Proposal #025 ADA Multi Purpose Building

Trey,

Please confirm if your proposal #025 includes the following changes.....

1. Your breakdown for sitework mentions building pad, but I just wanted to make sure that you did take into account that we are completely eliminating and deleting 264 square feet of concrete sidewalks behind 1st and 3rd base dugouts at Field 11. I just want to make sure we are getting a credit back for this.

2. We are also deleting 883.5 square feet of sidewalks, which consequently gets replaced by the 883.5 square foot building slab. I just want to make sure we are getting a credit back for this sidewalk deletion.

1
3. I do not understand the $5,000 cost for parking lot striping. We are not adding any striping or any symbols. The large cross-hatched northwest corner of the original designed parking lot is now being broken up into three (3) handicap spaces. Approximately the same amount of cross-hatched striping that is being deleted in the northwest corner is now moving over to the northeast corner to fill-in some cross-hatched areas around those handicap spaces. We are just re-arranging what should have already been in the original bid.

4. For the record, we are deleting 208 square feet of asphalt wearing course in the northwest corner of the parking lot. At 1.5" thick, this equates to approximately 2 tons of asphalt paving. The cost savings here is very negligible, but I wanted to go ahead and point this out for the record. Just in case someone is keeping up with asphalt tickets.

Sincerely,

Robert B. Harrell, P.E.

DENMON ENGINEERING
Engineers & Surveyors
P.O. Box 8460
Monroe, Louisiana 71211
phone: (318) 388-1422
day: (318) 361-5036
e-mail: brian@denmon.com

This entire e-mail transmission may contain confidential information belonging to the sender which is governed by the Louisiana Privacy Statutes. The information is intended for the addressee named above. If you are not the named addressee, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately in order to arrange for the return of the document.

From: Trey Buteau <trey.testcon@gmail.com>
Sent: Thursday, December 24, 2020 11:17 AM
To: Brian Harrell <brian@denmon.com>
Cc: 'Clinton Patrick' <patrick@manchacgroup.com>; 'Jonathan Phipps' <jonathan.testcon@gmail.com>; Adam Stewart <adam.testcon@gmail.com>

Subject: Tinsley Park - Proposal #025 ADA Multi Purpose Building

Importance: High

Brian,

Please see the attached Proposal #025 ADA Multi-Purpose Building. I have provided a cost breakdown and comparison to the original budget pricing. Ultimately, the major difference in pricing is due to the utilities and electrical service to the building, and some material increases. We also are requesting 60 days of additional time added to the contract. Please review and feel free to contact me with any questions. Thank you,
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**SUB TOTAL** $281,691.30
**Permit** $1,915.50
**Insurance** $4,084.52
**Bond** $5,633.83
**TOTAL** $293,325.15

*Utilities not originally budgeted. Added two (2) borings and increased water line size.*
*Decreased for deleted sidewalk.*
*Masonry increased due to added columns.*
*Lumber material cost increased.*
*Original budget was off. Also increased the area under roof.*
*Material increases (copper, pvc, etc)*
*No utilities in original budget. Must get power to the building.*
*Extends job by two (2) months*
Trey Buteau

From: Wade Rich <w.rich@testament.construction>
Sent: Wednesday, December 9, 2020 4:47 PM
To: 'Trey Buteau'
Subject: RE: Tinsley Park Expansion - ADA Field Multi Purpose Building

Trey,

1. Demo existing pavement
2. Excavate 3' for building foundation
3. Install minimum 36" select fill under the building with 3' overbuild compacted to 95% standard proctor.
4. Regrade for changes to sidewalk elevations

LUMP SUM $8,000.00

Thanks
Wade

-----Original Message-----
From: Trey Buteau [mailto:trey.testcon@gmail.com]
Sent: Wednesday, December 9, 2020 8:48 AM
To: 'Jonathan Phipps' <jonathan.testcon@gmail.com>; Wade Rich <w.rich@testament.construction>; 'Jeovany Hernandez' <a_hconstruction2014@yahoo.com>; menco@att.net; 'Regan Ytzen' <regan@reliancemechanical.com>; John Wallace <jwallace@camuselectric.com>; 'Tyler R Watts' <truebond@bellsouth.net>; 'Reid Martin' <reidmartin@martinsc.com>; Todd Lawhon <todd@copelandcabinets.net>; David Newberry <cdj2816@aol.com>; Cole Wisenor <cwisenor@southernsteelfab.com>; swiftcleaning9544@gmail.com; Tawney Robledo <trobledo@mcelroymetal.com>; Joey Gullidge <joey@rustonglass.com>; Coy Fuqua <coyf@fs.builders>; 'Chad Pitman' <chadp@avallone.net>; 'Regan Ytzen' <regan@reliancemechanical.com>; 'Trey Carter' <trey@reliancemechanical.com>
Subject: Tinsley Park Expansion - ADA Field Multi Purpose Building
Importance: High

All,

Attached is a Change Order Request from the Owner to furnish and install a new ADA Field Multipurpose Building at Tinsley Park. Please see the attached drawings and written scope of work. All changes and/or additions have been clouded for your benefit. After my initial review, I have seen the following changes/additions:

- Demo of existing parking lot
- Grading to site
- Site utilities
- Site concrete paving and ramps
Trey

After talking to Brian, he agreed that changing the 4" sewer to 6" would give us more grade to work with and tie in the bathroom. The price for removing and relocating the 2" and 1" water line, installing the 6" sewer line with 4" cleanouts every 60', boring the two drives and making the connection to the existing 8" sewer main will be $12,928.00. This includes labor, material, and equipment needed to install the line as shown on the plan, with changing the 4" sewer to 6". The price does not include layout or furnishing any select backfill. If you have any questions, please call.

Thanks

David Newberry
On Thursday, December 17, 2020, 1:20 PM, Jeovany Hernandez <a_hconstruction2014@yahoo.com> wrote:

Trey,

Here is our pricing for the ADA Building:

Foundation Slab - Labor & Materials ... $17,850.00
(excludes sand or aggregate base and spreading)

Thanks,

Miranda Moore
Operations Manager
A & H Building and Construction, LLC
North Bossier Construction, LLC
P.O. Box 5164
Bossier City, LA 71171
Office # 318-588-5000
Fax # 318-588-5003
Cell # 318-272-5135
DATE: 12/16/20

PROJECT: Tinsley Park

TO: Testament Construction

ATTENTION: Trey Buteau

We propose to furnish the material described in the following Scope of Work, subject to the terms and conditions included herein, with Addenda ___ of ___ from Architect/Engineer.

This Price Includes: ADD FOR GUARD RAIL PER ADA REVISION 3 DWGS

ADD PRICE: $3,500.00 PLUS TAX

\[ + 2,000 \text{ ERECTION} \]

\[ = 5,500 \]

All EXCLUSIONS, QUALIFICATIONS and TERMS on original quote apply to this change order.

By signing below it is understood that this change order is acknowledged and accepted.

Accepted: Southern Steel Fabricators, LLC

By: Cole Wisenor

Title: 

Date 12/16/20
Quotation For:
Testament Construction Services
8650 Business Park Drive
Shreveport, LA 71105

Attn: Trey Buteau
PREPARED BY:

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<th>SHIP DATE</th>
<th>SHIP VIA</th>
<th>TERMS</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

- All top and bottom chords minimum 2x4 #2 KD, webs 2x4 #3 KD.
- Truss loading: 20 TCOL, 10 TCDL, 0 BCOL, 10 BCDL.
- Design Criteria: IBC 2016, Risk Category II, Exposure C, Wind 120 MPH.
- Includes trusses for (1) Multi-Purpose Building

Truss related hardware:

Proposal Notes:
1. Excludes any laminated beams below.
2. Excludes any nominal wood framing and/or nominal framing hardware.
3. Excludes any truss bridging, truss blocking, truss bracing, and/or bracing designs.

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To accept this proposal, simply sign and date where shown and remit back to 5 Starr Truss Company by email or fax.

Acceptance by: ____________________________ Date: ______________

Tax rates subject to change based on final delivery location and local tax codes.
5 Starr Truss Company is a material supplier and not subject to subcontractor payment retainages. Invoices due upon delivery of material to jobsite. Due to the volatility of pricing in the raw materials used in our manufacturing process, this price is only valid for 7 days from the date of this quote.
5 Starr Truss Company reserves the right to adjust pricing as necessary if notice of acceptance is received beyond this date.
Any deliveries scheduled 30 days after signed PO are subject to price adjustments as necessary.
Any payments received after agreed upon payment terms will be subject to a 4% monthly service fee until full payment is received.

If you have any questions concerning this quotation please contact Coy Fuqua @ 318-458-3415

THANK YOU FOR YOUR BUSINESS!
E Lo Construction LLC
P. O. Box 6466
Bossier City, L A 71171
F: 318-742-7708

SUBMITTED TO: Testament Construction
DATE: 7/2/2020

CONTRACTORS PROPOSAL

JOB LOCATION: Tinsley Park, Bossier City LA
DESCRIPTION: Field Concessions/ADA Restroom wood framing

Field Concessions/Restroom framing labor 1Unit: 31x28-6
Bolt down 2x8 top plate on top of CMU wall, install pre-engineered
wood trusses, install 1/2 inch plywood decking +15# felt, strip
ceiling with 1x4, install cabinet grade 1/2 plywood and trim with
1x2s.

Total Carpenter Labor: $ 6,500

With Payments To Be Made As Follows:

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<tbody>
<tr>
<td>1st Draw:</td>
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</tr>
<tr>
<td>2nd Draw:</td>
<td>$</td>
</tr>
<tr>
<td>3rd Draw:</td>
<td>$</td>
</tr>
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ANY ALTERATION OR DEVIATION FROM THE SPECIFICATIONS INVOLVING EXTRA LABOR WILL BECOME
AN EXTRA COST OVER AND ABOVE THE ESTIMATE. EXTRA COSTS WILL BE AGREED UPON PRIOR TO WORK
BEING PERFORMED. All Agreements Contingent Upon Strikes, Accidents, Or Delays Beyond Subcontractors Control. The Home
Owner Is To Carry Elec, Tornado, And Other Necessary Insurance For Above Project. Workmen’s Compensation And Public Liability
Insurance On Above Work To Be Carried By Subcontractor.

Respectfully Submitted: __________________________ Date: __________________________

The Above Prices, Specifications And Conditions Are Satisfactory And Hereby Accepted. You Are Authorized To Do Work As
Specified. Payment Will Be Made As Outlined Above.

Accepted By: __________________________ Date: __________________________

Witness: __________________________ Date: __________________________
Testament Construction Services  
Trey Buteau  
(318) 670-7685  

Re: Tinsley Park Expansion- ADA Field Multi-Purpose Building  

PROPOSAL

<table>
<thead>
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<th>Location</th>
<th>Description</th>
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<td>Hospitality</td>
<td>P-lam clad base and upper cabinets.</td>
</tr>
<tr>
<td></td>
<td>P-lam counter top and backsplash.</td>
</tr>
<tr>
<td></td>
<td>P-lam counter top and backsplash at serving window wall with paint grade plywood supports.</td>
</tr>
</tbody>
</table>

Note:  
- Paint grade birch plywood cabinet boxes.  
- Doors and drawer fronts to be MDF core paint grade birch.  
- Drawers to be Z-Box full extension metal drawer slides with PB core melamine back and bottom.  
- Shelving to be ⅜" birch plywood with all edges edgebanded.  
- HR Series 700 120 degree soft close hinges.  
- Cabinet bases to be ⅜" plywood.  
- 4" wire pulls at doors and drawers.  
- 5 mm line boring for adjustable shelves top.  
- Plastic laminate counter tops to be 1 ⅛" particle board with plastic laminate adhered.

TOTAL PROPOSAL ... $ 4,070.00

ADDENDUM RECEIVED:

QUALIFY:  
All materials, labor and completed millwork stored at cabinet shop will be invoiced as if this work was completed on-site. It is understood that the specifications state materials stored on site and that this is off site. These materials and cabinets are custom made for this project and have cost incurred and will be paid for as if they were built on site. All work to be built as per plans and specifications.

Proposal is to be attached to and become a part of the contract.  
This proposal is valid for 30 days due to volatility of materials pricing.

EXCLUDE:  
- All work other than listed / All finishes (stain, paint, putty etc.) Repair of damages caused by others / All Glass / All blocking / All counter tops other than listed

We appreciate the opportunity to submit this proposal. If you have any questions please feel free to give me a call.

Thank You  
Todd Lawhon  
Office: (318) 742-1005  
Cell: (318) 347-9100
Ruston Glass & Mirror Co., Inc.
P.O. Box 1326
512 E. Georgia Ave.
Ruston, Louisiana 71270
Phone: (318) 255-3243
Fax: (318) 251-0354
Email: Info@rustonglass.com
Louisiana Contractor License# 3129

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Estimating</td>
</tr>
<tr>
<td>Estimator:</td>
<td>Joey Gulledge</td>
</tr>
<tr>
<td>Date:</td>
<td>12/9/2020</td>
</tr>
<tr>
<td>Job Name:</td>
<td>Tinsley Park Expansion Rev# 3</td>
</tr>
<tr>
<td>Job Location:</td>
<td>Shreveport, LA</td>
</tr>
<tr>
<td>Architect:</td>
<td>Denmon Engineering</td>
</tr>
<tr>
<td>Date of Plans:</td>
<td>1/1/2019</td>
</tr>
</tbody>
</table>

We Propose to Furnish and Install the Following:

- FM-1 Quik Service Window at ADA MultiPurpose Bldg
- 2 Mark A - Pass Thru Service Windows

For the Total Sum of: $3,980.00 Tax Exempt

Authorized Signature: Joey Gulledge

Note: This quote may be withdrawn by us if not accepted within ___ Days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory are hereby accepted. Payment will be made outlined above.

Date of Acceptance: ____________________________

Authorized Signature of Acceptance: ____________________________

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will be extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
Trey Buteau

From: Chad Pitman <cpitman@avallone.net>
Sent: Tuesday, June 30, 2020 10:41 AM
To: Trey Buteau
Cc: Jonathan; Adam Stewart; Brian Bernard
Subject: RE: Tinsley Park Expansion - Potential ADA Field Concessions / Restroom

Trey, good morning.

We can furnish and install the following items for a price of $22,300.00.
- DOORS: (2) 3'x7' doors & (2) 4'x7' doors, frames, hardware
- SPECIALTIES: Grab bars, toilet partitions, (4) electric hand dryers, (4) soap dispensers, (6) toilet paper dispensers

I also picked up the panel signage and fire extinguisher.

Thanks, and just let us know if this addition gets approved.

Chad Pitman
Project Management
p: 318-841-1291 f: 318-797-4444
e: cpitman@avallone.net
www.avallone.net

From: Trey Buteau <trey.testcon@gmail.com>
Sent: Sunday, June 28, 2020 2:46 PM
To: 'Jeovany Hernandez' <a_construction2014@yahoo.com>; David Newberry <djn2816@aol.com>; John Wallace <jwallace@camuselectric.com>; Harold Rowell <harold@camuselectric.com>; 'Tyler Watts' <truebond@bellsouth.net>; Coy Fuqua <coy@fs.builders>; Jay Lopez <lopez2369@yahoo.com>; 'Brian Bernard' <brian@avallone.net>; 'Chad Pitman' <cpitman@avallone.net>; Todd Lawhon <todd@copelandcabinets.net>; Joey Gulledge <joey@rustonglass.com>; 'Trey Carter' <trey@reliancemechanical.com>; Tawney Robledo <trobledo@mcelroymetal.com>; tcarpenter@crosskeysconstruction.com
Cc: 'Jonathan' <jonathan.testcon@gmail.com>; Adam Stewart <adam.testcon@gmail.com>
Subject: FW: Tinsley Park Expansion - Potential ADA Field Concessions / Restroom

Importance: High

All,

See the attached request for proposal for an added restroom building at Tinsley Park. This addition is similar to the restroom building that was included in Alternate #2, but all includes some Concessions area. The building will be located on the north side of the project by the ADA field. I see the following scope of work:

- CONCRETE: Delete 442 SF of 6" sidewalk
- CONCRETE: ADD 884 SF of slab
- CONCRETE: Add 906 SF of 6" paving in parking lot
- ASPHALT: Delete 1,348 SF of asphalt paving
- WATER: 2" tap and 25 LF of service line to 5' outside of building
- SEWER: ADD 265 if OF 4" sewer and tie in at 6" per sketch
Trey Buteau

From: Reid Martin <reidmartin@martinsc.com>
Sent: Thursday, December 17, 2020 2:45 PM
To: Trey Buteau
Subject: Add for Tinsley Park

Trey,

Total to add the interior and exterior of the new concession stands including new steel fencing per plans and applying clear sealer- $13,037. Let me know if you have any questions.

Thanks,

Reid Martin
Senior Project Manager
C: 318-208-2200
D: 318-686-2400 EXT 215

Exceptional Clients,
Preeminent Work Force,
Innovative Solutions
December 22, 2020

RE:RE: Tinsley Park Expansion – ADA Field Multipurpose Building – Bossier City LA

We propose to furnish the Plumbing and HVAC material and labor for the above referenced project:

Includes:

- **Plumbing**
  - Fixtures & Equipment
  - Sanitary Waste & Vent (PVC Sch40) – Stub out 5’
  - Domestic Water (Sch 40 PVC/Copper/PEX) – Stub out 5’
  - Insulation

- **HVAC**
  - Equipment
  - Air Devices
  - Ductwork
  - Insulation
  - NEBB Air Balance

Total Project: $47,300.00

Notes:
- Price is valid for 30 days
- Sales Tax Included
- Will not perform one scope without the other.
- Excludes: Structural, painting, utilities, utility meters, electrical, select fill, conduit, fire protection, structural framing or supports, roofer or roof work of any kind (other than spotting holes), cutting of roofing systems for mechanical penetrations, sheetrock work of any kind, concrete, and concrete work of any kind.

We appreciate the opportunity to provide a proposal for your project. Please do not hesitate to call if you have any questions.

Respectfully submitted,

Regan Ytzen

______________________________
Jim Peek, Master Plumber
TX License #N10790 – AR Contractor License #0209150420 – AR Plumbing License #MP3660
LA Contractor License #58985 – LA Plumbing License #MP1771
Kip Townsend, AR HVACR Contractor #103246, TX TACLA00051676E
TX Licensing Agency-Texas State Board of Plumbing Examiners-PO Box 4200-Austin, TX 78765 Ph 800-845-6584
December 22, 2020

Attn: Trey Buteau

Re: Tinsley Park ADA Field Multipurpose Building per plans dated 11/20/20

The scope of work includes:

- Install feeder from Panel LDP stub out to the new BD 200 amp panel.
- Extend branch circuit conduits and add wire lengths to new panel BD location.
- Install 1 ¼” conduit with pull string from the PA junction box to the new electrical room.
- Lighting receptacles, switches and circuitry as shown.
- Track hoe and tamp.
- Labor, materials and equipment.
- All work to be performed Monday thru Friday, 7:00 a.m. – 3:30 p.m.

The scope of work excludes:

- Telecom conduit and wiring.

Total: $53,769.30

Please call with any questions.

Thank You,

John David Wallace
President
jwallace@camuselectric.com
Office: 318-687-1420 Ext 102
Cell: 318-207-0054
### Title:

AN ORDINANCE AUTHORIZING MAYOR LORENZ WALKER TO EXECUTE THE ATTACHED REVISED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF BOSSIER CITY AND THE VETERANS AFFAIRS

### Explanation of Proposal:


### Cost/Budget Data:


### Time Deadlines:

Council Meeting: February 16, 2021 @ 3:00 p.m. & March 2, 2021 @ 3:00 p.m.

### Sponsor:

Stacie Fernandez, Director of Finance

### Date:

February 9, 2021

### Recommended By:

Lorenz Walker

### Council District:


### Date to Be Put on Agenda:


Revised July 30, 2013
The following Ordinance offered and adopted:

Ordinance No.____ Of 2021

AN ORDINANCE AUTHORIZING MAYOR LORENZ WALKER TO EXECUTE THE ATTACHED REVISED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF BOSSIER CITY AND THE VETERANS AFFAIRS

WHEREAS, previously there was a cooperative endeavor agreement between the City of Bossier City and the Veterans Affairs; and

WHEREAS, updates have been made to the previous contract as reflected in the cooperative endeavor agreement attached hereto; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that Mayor Lorenz Walker, on behalf of the City of Bossier City is hereby authorized to execute the attached revised cooperative endeavor agreement between the City of Bossier City and the Veterans Affairs.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of________________, and seconded by________________, and adopted on the____________, day of____________, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

David Montgomery, Jr., President Phyllis McGraw, City Clerk
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
CITY OF BOSSIER CITY
AND
LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on __________ by and between City of Bossier City, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Lorenz J. Walker, Mayor and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Colonel Joey Strickland.

ARTICLE I
WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans’ Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans’ Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans’ Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans’ Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans’ Service Office space.

ARTICLE II
WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans’ Service Offices and space to house such service offices as provided by law.

ARTICLE III
WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095, Capitol Station,
WHEREAS both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational and maintenance obligations relative to the establishment of a Veterans’ Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits of patients in a nursing home, insurance benefits, referrals to housing and mental health providers and last interment benefits.

2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.

3. LDVA shall make every reasonable effort to ensure that the designated Veterans’ Service Office is staffed five (5) days per week on the following days, to wit: , excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will notify Parish/Municipality of closures as soon as the determination to close the office is made.

4. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans’ Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 2292 Barksdale Boulevard, Bossier City, LA 71112.

2. Parish/Municipality shall provide for all utilities, as well as 35% of phone and Internet service cost, as part of its obligation to provide space for the Veterans’ Service Office.
3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans’ Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans’ Service Office by paying LDVA a total of $8,689 in minimum monthly payments of $724.

2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA as provided in Paragraph IX of Article IV in this Agreement.

B. Reporting

1. LDVA shall provide a quarterly operations report on the number of client contacts and claims processed that period.

2. LDVA shall also include within that quarterly report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein no later than the 15th of each month.

2. Parish/Municipality shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

III. TERM

A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2021 to December 31, 2021.

IV. TERMINATION

A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the veterans service office operated in Parish/Municipality.
V. CONTROLLING LAW

A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

VI. LEGAL COMPLIANCE

A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

A. Each party shall indemnify and save harmless the other party, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against the other party, its officers, agents, employees, contractors and assigns, growing out of, resulting from, or by reason of any act or omission of the indemnifying party, its officers, or employees while engaged in, upon or about, or in connection with the discharge or performance of the terms of this Agreement or the operation, maintenance, and use of the Veterans' Service Office.

B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.

VIII. SEVERABILITY

A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

1. LDVA:
   Colonel Joey Strickland
   SECRETARY
   Louisiana Department of Veterans Affairs
   P. O. Box 94095, Capitol Station
   Baton Rouge, Louisiana 70804-9095
2.  CITY OF BOSSIER CITY:
Lorenz J. Walker
MAYOR
613 Enchanted Lane

Bossier City, LA 71111-8211

IN WITNESS WHEREOF, the parties have executed this Cooperative Endeavor Agreement on the day, month and year first written above.

SIGNATURES:

CITY OF BOSSIER CITY

BY: __________________________________
    LORENZ J. WALKER, MAYOR

Witnessed by: __________________________________
              (Signature)
              (Printed Name)

LA DEPARTMENT OF VETERANS AFFAIRS

BY: __________________________________
    JOEY STRICKLAND, SECRETARY

Witnessed by: __________________________________
              (Signature)
City of Bossier City Cooperative Agreement Summary

2021

Annual Parish Office Expense: $80,742*

Administration Fee $2,019
(2.5% of total expenses, towards costs related to Human Resources, Accounting, Payment Processing, etc.)

Sub-total $82,761

TOTAL Parish Contribution (35%) $28,966

City of Bossier City (30% of Parish Contribution) $8,689

*Calculated on FY19 Expenses

Economic Impact of Parish Veterans' Service Office:

$88,587,000 in Compensation and Pension benefits for a veteran population of 15,254.

(According to US Department of Veterans Affairs FY19 Summary of Expenditures)
AGENDA ITEM FACT SHEET

THIS COMPLETED FORM PLUS ORDINANCE/RESOLUTION (IF APPLICABLE) AND ANY OTHER PERTINENT DATA MUST BE PRESENTED TO THE CITY CLERK BY NOON ONE (1) DAY PRIOR TO AGENDA MEETING.

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>ADOPT AN ORDINANCE TO FUND THE WATER LINE RELOCATION AT GREENACRES OFFICE PARK IN PREPARATION FOR WALTER O. BIGBY CARRIAGeway PHASE II AT A COST OF $600,000.00 TO COME FROM THE WATER CAPITAL &amp; CONTINGENCY FUND</th>
</tr>
</thead>
</table>

| EXPLANATION OF PROPOSAL: | See attached for breakdown |

| COST/BUDGET DATA: | $600,000.00 to be Appropriated from the Water Capitol & Contingency Fund |

| IF ADD ON FOR REGULAR MEETING: | Please state reason. |

| TIME DEADLINES: | Council Meeting, |

| SPONSOR: | Pam Glorioso, CAO |

| DATE: | Feb 11, 2021 |

| NOTED | RECOMMENDED BY: | Lorenzo Walker, Mayor |

| COUNCIL DISTRICT: | City-wide |

| DATE TO BE PUT ON AGENDA: | Regular - Feb 16, 2021 |

Revised July 30, 2013
The following Ordinance offered and adopted:

Ordinance No. Of 2021

TITLE: ADOPT AN ORDINANCE TO FUND THE WATER LINE RELOCATION AT GREENACRES OFFICE PARK IN PREPARATION FOR WALTER O. BIGBY CARRIAGEWAY PHASE II AT A COST OF $600,000.00 TO COME FROM THE WATER CAPITAL & CONTINGENCY FUND

WHEREAS, the City is recommending relocating 20" water line due to the existing water line conflicting with the DOTD drainage requirements for Walter O. Bigby Carriageway.

WHEREAS, $600,000.00 will come from the Water Capital & Contingency Fund

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby approve an ordinance to appropriate $600,000.00 to come from the Water Capital & Contingency Fund to relocate 20" water line at Greenacres Office Park.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ______________________, and seconded by ______________________, and adopted on the _____________, day of _____________, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

__________________________
David Montgomery, President

__________________________
Phyllis McGraw, City Clerk
City of Bossier City
Walter O. Bigby Carriageway - Phase II
Final Opinion of Construction Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>Roadway &amp; Bridge Estimate</td>
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<td>N/A</td>
<td>$37,400,000.00</td>
<td>$37,400,000.00</td>
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<tr>
<td>Storm Water Pump Station</td>
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<td>N/A</td>
<td>$3,610,000.00</td>
<td>$3,610,000.00</td>
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<tr>
<td>Lighting &amp; Electrical</td>
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<td>N/A</td>
<td>$920,000.00</td>
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<td>Gateway</td>
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<td>N/A</td>
<td>$100,000.00</td>
<td>$120,000.00</td>
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<td>Citizens Bank Drive (Phase 1)*</td>
<td>1</td>
<td>N/A</td>
<td>$250,000.00</td>
<td>$250,000.00</td>
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<td><strong>Total</strong></td>
<td></td>
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<td><strong>$42,300,000.00</strong></td>
<td><strong>$42,300,000.00</strong></td>
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* - Includes Brigham Dentistry and CBD Phase 1
## 20" Benton Rd. Main Relocation
**JKS Cost Estimate**
2/10/2021

<table>
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<tr>
<th>Item No.</th>
<th>Quantity</th>
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<td>Mobilization</td>
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<td>LS</td>
<td>Temporary Erosion Control</td>
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<td>3</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control</td>
</tr>
<tr>
<td>4</td>
<td>50</td>
<td>CY</td>
<td>Traffic Maintenance Aggregate</td>
</tr>
<tr>
<td>5</td>
<td>150</td>
<td>CY</td>
<td>Pipe Foundation Material (at engineer’s direction)</td>
</tr>
<tr>
<td>6</td>
<td>115</td>
<td>SY</td>
<td>Remove Existing Concrete or Asphalt Pavement and Replace with Temporary Asphalt Patch</td>
</tr>
<tr>
<td>7</td>
<td>400</td>
<td>L.F.</td>
<td>Furnish and Install 20” C-900 PVC Water Main</td>
</tr>
<tr>
<td>8</td>
<td>400</td>
<td>L.F.</td>
<td>Furnish and Install 24” I.P.S. DR-11 HDPE Water Main, Horizontal Directional Drilled</td>
</tr>
<tr>
<td>9</td>
<td>50</td>
<td>L.F.</td>
<td>Furnish and Install 8” C-900 PVC Water Main</td>
</tr>
<tr>
<td>10</td>
<td>50</td>
<td>L.F.</td>
<td>Furnish and Install 6” C-900 PVC Water Main</td>
</tr>
<tr>
<td>11</td>
<td>5</td>
<td>Tons</td>
<td>Mechanical Joint D.I. Fittings</td>
</tr>
<tr>
<td>12</td>
<td>2</td>
<td>ea.</td>
<td>24” HDPE M.J. Adapters</td>
</tr>
<tr>
<td>13</td>
<td>2</td>
<td>ea.</td>
<td>Furnish and Install 20” Inserting Valves</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>ea.</td>
<td>Furnish and Install 20” X 6” Tapping Sleeve, Tapping Valve and Valve Box</td>
</tr>
<tr>
<td>15</td>
<td>2</td>
<td>ea.</td>
<td>Connect to Exist 20” Ductile Iron Water Main</td>
</tr>
<tr>
<td>16</td>
<td>2</td>
<td>ea.</td>
<td>Furnish and Install 8” Gate Valve (M.J.) w/Box</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>LS</td>
<td>Clearing and Grubbing</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>LS</td>
<td>Seeding and Mulching</td>
</tr>
<tr>
<td>19</td>
<td>800</td>
<td>L.F.</td>
<td>Demolish Existing 20” Ductile Iron Pipe</td>
</tr>
<tr>
<td>20</td>
<td>115</td>
<td>CY</td>
<td>Furnish and Install Supplemental Fill Material in Pipe Demolition Trench</td>
</tr>
<tr>
<td>21</td>
<td>2</td>
<td>ea.</td>
<td>Furnish and Install Dome Post Utility Marker Sign</td>
</tr>
<tr>
<td>22</td>
<td>2</td>
<td>ea.</td>
<td>Furnish and Install New Fire Hydrant Assembly</td>
</tr>
<tr>
<td>23</td>
<td>1</td>
<td>ea.</td>
<td>Furnish and Install Reconnect Existing 6” Fire Hydrant Lead to New 20” Main</td>
</tr>
<tr>
<td>24</td>
<td>13</td>
<td>ea.</td>
<td>Furnish and Install Connecting Existing Services to New Mains – One inch and smaller</td>
</tr>
<tr>
<td>25</td>
<td>2</td>
<td>ea.</td>
<td>Furnish and Install Connecting Existing Services to New Mains – One and One-Half inch and larger</td>
</tr>
<tr>
<td>26</td>
<td>100</td>
<td>L.F.</td>
<td>Furnish and Install HDPE SDR-9 Service Pipe or Tubing – One inch and smaller</td>
</tr>
<tr>
<td>27</td>
<td>50</td>
<td>L.F.</td>
<td>Furnish and Install HDPE SDR-9 Service Pipe or Tubing – One and One-Half inch and larger</td>
</tr>
</tbody>
</table>

Sub Total
Contingencies @ 10%

Total Estimated Construction Cost
PCL XL error

Warning: IllegalMediaSize
The following ordinance having been introduced at a duly convened meeting on March 2, 2021, notice of its introduction having been published in the official journal and notice of its introduction having been published, as required by Section 3.14 of the City Charter, was offered for final adoption by Mr. __________ and seconded by Mr. ______________:

ORDINANCE NO. ___ OF 2021

AN ORDINANCE AUTHORIZING THE CITY OF BOSSIER CITY, STATE OF LOUISIANA, TO PROCEED WITH A NOT TO EXCEED $50,000,000 FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE PURPOSE OF REFUNDING CERTAIN BONDS OF THE AUTHORITY AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of La. R.S. 33:4548.1 through 33:4548.16, inclusive, is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

WHEREAS, the City of Bossier City, State of Louisiana (the "City") is a participating political subdivision of the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") in accordance with the Act; and

WHEREAS, pursuant to the provisions of the Act, and other constitutional and statutory authority, the Authority has heretofore issued its Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2010B (Taxable Direct Pay Build America Bonds) (the "Series 2010B Bonds"), of which $45,905,000 is currently outstanding; and
WHEREAS, the Authority loaned the proceeds of the Series 2010B Bonds to the City pursuant to a Loan Agreement dated as of October 1, 2010 by and between the Authority and the City; and

WHEREAS, this City Council of the City of Bossier City, State of Louisiana (the "Governing Authority"), acting as governing authority of the City, has determined that it is in the City’s best interest to request the Authority to authorize, sell and issue the Authority's not to exceed Fifty Million Dollars ($50,000,000) Revenue Refunding Bonds (City of Bossier City, Louisiana Project) (the "Bonds"), in one or more series, the proceeds of which will be loaned by the Authority to the City (the "Loan") pursuant to the provisions of a Loan and Assignment Agreement by and between the Authority and the City (the "Loan Agreement"), which Loan proceeds will be used by the City to (i) refund all or a portion of the Series 2010B Bonds and (ii) pay the costs of issuance of the Bonds (collectively, the "Project"); and

WHEREAS, for the payment and security of the Bonds, the Loan Agreement will provide for a pledge by the City of the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the City, provided that no such funds, income, revenue, fees, receipts or charges shall be so included which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law (such amounts being the "Lawfully Available Funds"), thereby obligating the City to pay to the Authority amounts necessary to allow the Authority to make principal and interest payments on the Bonds;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bossier City, State of Louisiana, acting as governing authority of the City of Bossier City, State of Louisiana, Pursuant to the Loan Agreement, to authorize the Authority to

Louisiana, that:

SECTION 1. The City hereby requests that the Authority authorize and issue the Authority's Revenue Refunding Bonds (City of Bossier City, Louisiana Project) (the "Bonds"), in one or more series in an aggregate principal amount not to exceed $50,000,000, the proceeds of which shall be loaned to the City pursuant to the Loan Agreement and will be used by the City to finance the Project.

SECTION 2. The Bonds shall be issued and sold by the Authority only as fully registered bonds in the denominations of $5,000 or any integral multiple in excess thereof. The Bonds shall mature not later than November 1, 2040 (the final maturity of the Series 2010B Bonds) and shall bear interest at a rate not to exceed five percent (5%) per annum.

SECTION 3. The selection by the Authority of Stifel, Nicolaus & Company, Baton Rouge, Louisiana (the "Purchaser") as purchaser of the Bonds is hereby acknowledged and approved by the Governing Authority, provided that the Purchaser's proposal does not exceed the parameters set forth in Section 2 above, and the Mayor and the City Clerk and/or the President of the Governing Authority are hereby authorized to execute the Bond Purchase Agreement and other City Documents, as described in Section 4 hereof, in order to evidence such approval.

SECTION 4. The form and terms of the Loan Agreement, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Deposit Agreement and all other ancillary documents necessary or required in connection with the Bonds (the "City Documents") are hereby authorized and approved in the forms approved by bond counsel to the Authority. The Loan Agreement shall obligate the City to pay to the Authority amounts necessary from Lawfully Available Funds to allow the Authority to make principal and interest payments on the Bonds and to secure the payment thereof. The City does hereby irrevocably and irrepealably pledge and dedicate its Lawfully Available Funds in an amount sufficient for the payment of its obligations pursuant to the Loan Agreement. It is the intention of the City that, to the fullest extent permitted by law, this pledge shall be valid and binding from the time when it is made, that its Lawfully Available Funds so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual agreements contained herein and in the Loan Agreement shall have priority over any or all other obligations and liabilities of the City in accordance with the terms of the Loan Agreement, and that this pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof. The City’s Lawfully Available Funds shall be and remain pledged for the security and payment of the Bonds in principal and interest until the Bonds shall have been fully paid and discharged.

SECTION 5. The execution and delivery of a Preliminary Official Statement and an Official Statement, in the forms approved by bond counsel and the municipal advisor to the Authority, are hereby approved.

SECTION 6. The Mayor and the City Clerk and/or the President of the Governing Authority are hereby authorized and directed to execute any and all documents and take all further action necessary or reasonably required to effect the Loan from the Authority evidenced by the
 Loan Agreement and are specifically authorized to approve any changes to the Loan Agreement and all other ancillary documents approved by counsel to the City and bond counsel to the Authority, such approval to be conclusively evidenced by their execution hereof.

SECTION 7. The City covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendments thereto (the "Code") to establish, maintain and preserve the exclusion from "gross income" of interest on the tax-exempt Bonds under the Code. The City further covenants and agrees that it will not take any action, fail to take any action or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the City to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in inclusion of interest on any Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds; or (ii) the failure to pay any required rebate of arbitrage earnings to the United State of America; or (iii) use of Bond proceeds in a manner that would cause the Bonds to be "private activity bonds."

SECTION 8. The Authority is hereby requested to take all actions necessary to issue and sell the Bonds.

SECTION 9. The Mayor and the City Clerk and/or the President of the Governing Authority are hereby authorized and directed to do any and all things necessary and incidental to carry out the provisions of this Ordinance and effect the completion of the Project and to assist the Authority in carrying out its functions in connection with the financing.

SECTION 10. This Ordinance shall be in full force and effect ten (10) days from the date of its publication.

The above and foregoing Ordinance, read in full at open and legal session convened, was on motion of Mr. __________ and seconded by Mr. __________, and adopted on the 16th day of March, 2021 by the following vote:

YEAS:
NAYS:
ABSENT:
ABSTAIN:

And the Ordinance was declared adopted on this, the 16th day of March, 2021.

/s/ Phyllis McGraw  /s/ David Montgomery, Jr.
City Clerk                 President
STATE OF LOUISIANA
PARISH OF BOSSIER

I, the undersigned City Clerk of the City of Bossier City, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of Ordinance No. ____ of 2021 adopted by the City Council of the City of Bossier City, State of Louisiana, on March 16, 2021, authorizing the City to proceed with a not to exceed $50,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority for the purpose of refunding certain bonds of the Authority; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 16th day of March, 2021.

______________________________
City Clerk
The following ordinance having been introduced at a duly convened meeting on March 2, 2021, notice of its introduction having been published in the official journal and notice of its introduction having been published, as required by Section 3.14 of the City Charter, was offered for final adoption by Mr. ______________ and seconded by Mr. ______________):

ORDINANCE NO. ___ OF 2021

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING ONE HUNDRED THIRTY MILLION DOLLARS ($130,000,000) OF TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, OF THE CITY OF BOSSIER CITY, STATE OF LOUISIANA, IN ACCORDANCE WITH THE TERMS OF THE GENERAL BOND ORDINANCE ADOPTED ON JULY 6, 2010; PROVIDING FOR THE SALE OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Bossier City, State of Louisiana (the "City"), now owns and operates waterworks and wastewater systems (collectively, the "System") as a combined revenue-producing work of public improvement; and

WHEREAS, on July 6, 2010, this City Council of the City of Bossier City, State of Louisiana (the "Governing Authority") adopted General Bond Ordinance No. 67 of 2010 entitled: "A General Bond Ordinance authorizing the issuance from time to time of Wastewater Revenue Bonds of the City of Bossier City, State of Louisiana; prescribing the form, and certain terms and conditions of said Bonds; establishing funds and accounts relating to said Bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith"
(the "General Bond Ordinance"), which authorizes the issuance of utilities revenue bonds and utilities revenue refunding bonds from time to time for the purposes described therein; and

WHEREAS, the City currently has outstanding the following bonds payable from a pledge and dedication of the net revenues of the System:

i. Utilities Revenue Bonds, Series 2010 (the "Series 2010 Bonds"), dated November 1, 2010, issued in the original principal amount of $22,000,000 pursuant to the General Bond Ordinance and the First Supplemental Bond Ordinance No. 89 of 2010 adopted by the Governing Authority on September 21, 2010, as amended and supplemented by Supplemental Resolution No. 44 of 2010 adopted by the Governing Authority on November 2, 2010 (collectively, the "First Supplemental Ordinance");

ii. Utilities Revenue Refunding Bonds, Series 2010 (the "Series 2010 Refunding Bonds"), dated December 15, 2010, issued in the original principal amount of $13,500,000 pursuant to Ordinance No. 101 of 2010 adopted by the Governing Authority on October 5, 2010, as amended and supplemented by Resolution No. 47 of 2010 adopted by the Governing Authority on November 16, 2010;

iii. Taxable Utilities Revenue Bonds, Series 2014 (the "Taxable Series 2014 Bonds"), dated August 28, 2014, issued in the original principal amount of $10,000,000 pursuant to the General Bond Ordinance and the Second Supplemental Bond Ordinance No. 38 of 2014 adopted by the Governing Authority on May 6, 2014 (the "Second Supplemental Ordinance");

iv. Utilities Revenue Bonds, Series 2014 (the "Series 2014 Bonds"), dated August 12, 2014, issued in the original principal amount of $22,000,000 pursuant to the General Bond Ordinance and the Third Supplemental Bond Ordinance No. 56 of 2014 adopted by the Governing Authority on July 15, 2014 (the "Third Supplemental Ordinance");

v. Utilities Revenue Refunding Bonds, Series 2014 (the "Series 2014 Refunding Bonds"), dated October 14, 2014, issued in the original principal amount of $114,070,000 pursuant to the General Bond Ordinance and the Fourth Supplemental Bond Ordinance No. 73 of 2014 adopted by the Governing Authority on September 9, 2014 (the "Fourth Supplemental Ordinance");

vi. Taxable Utilities Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), dated June 22, 2016, issued in the original principal amount of $10,000,000 pursuant to the General Bond Ordinance and the Fifth Supplemental Bond Ordinance No. 45 of 2016 adopted by the Governing Authority on May 3, 2016 (the "Fifth Supplemental Ordinance");
vii. Taxable Utilities Revenue Bonds, Series 2017 (the "Series 2017 Bonds"), dated October 27, 2017, issued in the original principal amount of $13,000,000 pursuant to the General Bond Ordinance and the Sixth Supplemental Bond Ordinance No. 108 of 2017 adopted by the Governing Authority on September 5, 2017 (the "Sixth Supplemental Ordinance");

viii. Taxable Utilities Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), dated April 1, 2020, issued in the original principal amount of $8,000,000 pursuant to the General Bond Ordinance and the Seventh Supplemental Bond Ordinance No. 19 of 2020 adopted by the Governing Authority on February 18, 2020 (the "Seventh Supplemental Ordinance");

WHEREAS, the General Bond Ordinance, as supplemented and amended by the First Supplemental Ordinance, the Second Supplemental Ordinance, the Third Supplemental Ordinance, the Fourth Supplemental Ordinance, the Fifth Supplemental Ordinance, the Sixth Supplemental Ordinance and the Seventh Bond Supplemental Ordinance, is collectively referred to herein as the "Bond Ordinance," and capitalized terms used but not defined herein shall have the meaning given such terms in the Bond Ordinance; and

WHEREAS, the City has found and determined that the refunding of all or a portion of the Series 2014 Bonds and Series 2014 Refunding Bonds (such Series 2014 Bonds and Series 2014 Refunding Bonds being refunded are hereinafter referred to collectively as the "Refunded Bonds"), would be financially advantageous to the City; and

WHEREAS, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), it is now the desire of this Governing Authority to adopt this ordinance to provide for the issuance of not exceeding One Hundred Thirty Million Dollars ($130,000,000) of its Taxable Utilities Revenue Refunding Bonds, Series 2021 (the "Bonds"), for the purpose of (i) refunding the Refunded Bonds, (ii) paying the cost of a reserve fund surety, if required, and (iii) paying the costs of issuance of the Bonds, and to sell the Bonds to the purchaser thereof; and
WHEREAS, after the delivery of the Bonds, the City will have no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the net revenues of the System, EXCEPT (i) any unfunded Series 2014 Bonds, (ii) any unfunded Series 2014 Refunding Bonds, (iii) the Series 2010 Bonds, (iv) the Series 2010 Refunding Bonds, (v) the Taxable Series 2014 Bonds, (vi) the Series 2016 Bonds, (vii) the Series 2017 Bonds and (viii) the Series 2020 Bonds (collectively, the "Outstanding Parity Bonds"); and

WHEREAS, the State Bond Commission approved the issuance of the Bonds at its meeting held on April 16, 2020;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bossier City, State of Louisiana, acting as governing authority of the City of Bossier City, State of Louisiana, that:

SECTION 1. Authorization and Sale of Bonds. This Ordinance authorizes a series of bonds of the City to be designated "Taxable Utilities Revenue Refunding Bonds, Series 2021, of the City of Bossier City, State of Louisiana"; provided, however, that said designation may change in the event the Bonds are delivered after calendar year 2021 or the tax status of the Bonds changes. The Bonds shall be issued pursuant to and in accordance with the terms of the Bond Ordinance, shall bear interest at rates of interest per annum not exceeding 5% per annum, shall mature not later than October 1, 2043, and shall become due and payable and mature on October 1 of the years and in the amounts as set forth in the Bond Purchase Agreement between the City and the Underwriter (as hereinafter defined).

The Bonds are hereby authorized to be sold to Stifel, Nicolaus & Company Incorporated, of Baton Rouge, Louisiana (the "Underwriter"), and the Executive Officers, or any of them, are hereby authorized to execute a Bond Purchase Agreement in substantially the form attached hereto as Exhibit A, provided that the sale of the Bonds (i) is within the parameters set forth above in this Section and (ii) produces minimum net present value savings (after payment of all costs) in excess of the Minimum Present Value Savings to Refund guidelines of the State Bond Commission.

The Bond Purchase Agreement may provide for the purchase of a reserve fund surety in the event any Executive Officers, on behalf of the City, find and determine that the purchase of such surety will be of benefit. In such event, the Executive Officers are hereby authorized to execute all documents and agreements necessary and appropriate in connection with obtaining and securing the reserve fund surety.
SECTION 2. Preliminary Official Statement. The City hereby authorizes the preparation of the Preliminary Official Statement pertaining to the Bonds and approves its use by the Underwriter in connection with the sale of the Bonds.

SECTION 3. Authorization of Escrow Securities. Any subscription or commitment for the purchase of securities to be deposited in escrow upon delivery of the Bonds, including but not limited to Treasury Securities – State and Local Government Series and/or open market securities, is hereby approved to the extent necessary for the purposes set forth herein.

SECTION 4. Execution of Documents. The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect ten (10) days from the date of its publication.

The above and foregoing Ordinance, read in full at open and legal session convened, was on motion of Mr. and seconded by Mr., and adopted on the 16th day of March, 2021 by the following vote:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the Ordinance was declared adopted on this, the 16th day of March, 2021.

/s/ Phyllis McGraw                                  /s/ David Montgomery, Jr.
City Clerk                                      President
EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

$[________] TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
OF THE
CITY OF BOSSIER CITY, STATE OF LOUISIANA

[____], 2021

Hon. City Council
City of Bossier City, State of Louisiana

The undersigned, Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana
(the "Underwriter"), offers to enter into this agreement (this "Bond Purchase Agreement") with the
City of Bossier City, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer,
will be binding upon the Issuer and upon the Underwriter.

This offer is made subject to your acceptance of this agreement on or before 11:59 p.m.,
New Orleans Time, on this date, which acceptance shall be evidenced by your execution of this
Bond Purchase Agreement on behalf of the Issuer as a duly authorized official thereof.

Capitalized terms used, but not defined, herein shall have the meanings ascribed to
them in the Bond Ordinance (as defined below).

1. The Bonds. Upon the terms and conditions and the basis of the respective
representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the
Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all)
of the above-captioned bonds of the Issuer (the "Bonds"). The purchase price of the Bonds is set
forth in Schedule I hereto (the "Purchase Price"). Such Purchase Price shall be paid at the Closing
(hereinafter defined) in accordance with Section 7 hereof. The Bonds are to be issued by the
Issuer, acting through the City Council of the City of Bossier City, State of Louisiana, its governing
authority (the "Governing Authority"), under and pursuant to, and are to be secured, on a complete
parity with the Outstanding Parity Bonds, and payable as set forth in an ordinance adopted by the
Governing Authority on March 16, 2021 and an ordinance to be adopted by the Governing
Authority on _______, 2021 (collectively, the "Bond Ordinance"). The Bonds are issued
pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950,
as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature
on the dates and shall bear interest at the fixed rates, all as described in Schedule II attached
hereto. [The scheduled payment of principal and interest on the Bonds when due will be guaranteed
under a municipal bond insurance policy (the "Insurance Policy") to be issued concurrently with
the delivery of the Bonds by [Insurer] (the "Insurer").] [Furthermore, the Bonds [and the
Outstanding Parity Bonds] are entitled to the benefit of a [common] debt service reserve fund in
accordance with the terms of the Bond Ordinance, which common reserve fund is being initially
funded [with cash/with bond proceeds/via surety bond].

A-1
A portion of the proceeds of the Bonds [along with existing funds of the Issuer,] will be deposited with [Escrow Agent] (the “Escrow Agent”), and invested pursuant to the Defeasance and Escrow Deposit Agreement dated as of [date], between the Issuer and the Escrow Agent (the "Escrow Agreement") and applied to the payment of principal and interest on the Issuer’s outstanding Utilities Revenue Bonds, Series 2014, maturing [_____] to [_____] , and Utilities Revenue Refunding Bonds, Series 2014, maturing [_____] to [_____] (collectively, the "Refunded Bonds").

2. **Representations of Underwriter.** The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement. [The Underwriter agrees to execute and deliver to the Issuer at Closing a certificate substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary.]

3. **Representative.** The individual signing on behalf of the Underwriter below is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Preliminary Official Statement and Official Statement.** The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated [_______], relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof and authorizes and approves the Official Statement and other pertinent documents referred to in Section 8 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended.

   The Issuer has delivered a certificate to the Underwriter, dated [_______], to evidence compliance with the Rule to the date hereof, a copy of which is attached hereto as **Exhibit B**.

   The Issuer, within seven (7) business days of the date hereof, shall deliver to the Underwriter sufficient copies of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officer(s) of the Governing Authority (the "Official Statement"), as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of the Rule, with Rule G-32 and with all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB").

   The Issuer hereby covenants that, if during the period ending on the 25th day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in
order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

5. **Additional Requirements of the Issuer and Underwriter.** The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the “new issue disclosure period” (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

The Issuer covenants and agrees to enter into a Continuing Disclosure Certificate to be dated the date of Closing (the “Continuing Disclosure Certificate”) constituting an undertaking (an “Undertaking”) to provide ongoing disclosure about the Issuer for the benefit of Bondholders as required by the Rule, in the form as set forth in the Preliminary Official Statement, with such changes as may be agreed to by the Underwriter.

6. **Representations of the Issuer.** The Issuer hereby represents to the Underwriter as follows:

a. The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

b. The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;
c. To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;

d. The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;

c. All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, the Escrow Agreement, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

f. The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and
g. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter’s primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

7. **Delivery of, and Payment for, the Bonds.** At [____ a.m.], New Orleans Time, on or about [date], or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), duly executed and registered by [Paying Agent], [________], Louisiana (the “Paying Agent”), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds to the Escrow Agent for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Foley & Judell, L.L.P., in New Orleans, Louisiana (“Bond Counsel”), or such other place as may be agreed upon by the Underwriter and the Issuer. Such delivery against payment of the Purchase Price therefor at the time listed above is herein called the "Closing". The Bonds will be delivered initially as fully registered bonds, one bond representing each CUSIP number of the Bonds, and registered in such names as the Underwriter may request not less than three business days prior to the Closing (or if no such instructions are received by the Paying Agent, in the name of the Underwriter).

8. **Certain Conditions To Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

a. **At the time of Closing.** (i) the Bond Ordinance shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved by the Underwriter, each shall be in full force and effect, and neither shall have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the
b. At or prior to the Closing, (i) the Underwriter shall have received each of the following:

(1) the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;

(2) a supplemental opinion of Bond Counsel in substantially the form attached as Exhibit C hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter;

(3) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;

(4) the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;

(5) a specimen of the Bonds;

(6) certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
(7) [a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;]

(8) a certificate of a duly authorized officer of the Issuer, reasonably satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(9) a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;

(10) a letter with respect to the Bonds, dated the date of Closing, of Bingham Arbitrage Rebate Services, Inc., to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the maturing principal amounts of the obligations to be deposited in the Escrow Fund, together with the interest earned and to be earned thereon and uninvested cash, if any, to be held by the Escrow Agent to pay when due the principal and interest on the Refunded Bonds on the dates and in the amounts provided in the Escrow Agreement;

(11) a rating letter from [S&P Global Ratings, acting through Standard & Poor's Financial Services LLC], providing for the following rating(s) on the Bonds:
   - Underlying: “__”/____ outlook[; and
   - Insured: “__”/____ outlook];

(12) other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and
(13) executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

(ii) All such opinions, certificates, letters, agreements and documents under Section 8(b)(i) will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

9. **Effect of Termination.** If the Issuer shall be unable to satisfy one or more of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and any such condition is not waived by the Underwriter, or if this Bond Purchase Agreement shall otherwise be terminated pursuant to Section 10 below, then the respective obligations hereunder of the Issuer and the Underwriter shall be cancelled and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the Issuer and the Underwriter shall pay their respective expenses as provided in Section 12 hereof. Notwithstanding the foregoing, in order for either party to terminate or cancel its obligation to purchase or sell the Bonds as set forth herein, it must notify the other party in writing of its election to do so not less than 48 hours before the time for the Closing set forth in Section 7 hereof.

10. **Termination by Underwriter.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof; if, between the date hereof and the Closing, any of the following events shall occur: (i) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (ii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iii) there shall be in force a general suspension of trading on the New York Stock Exchange, (iv) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (v) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vi) any rating on the Bonds[, on any of the Outstanding Parity Bonds, or on the Insurer] is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or
the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

11. **Survival of Representations.** All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. **Payment of Expenses.** (a) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incidental to the performance of its obligations hereunder, including but not limited to: (i) State Bond Commission fees; (ii) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iii) the cost of the preparation of the printed Bonds; (iv) any rating agency fees; (v) the fees and expenses of Bond Counsel, the Escrow Agent, the Paying Agent, [the Municipal Advisor], the counsel to the Underwriter and any other experts or consultants retained by the Issuer; [and (vi) the cost of the Insurance Policy and surety bond fee, if any].

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the cost of preparing and printing the blue sky and legal investment memoranda, if any; (iii) filing fees in connection with the aforesaid blue sky and legal investment memoranda; (iv) the cost of obtaining CUSIP numbers for the bonds; [(v) the fees and expenses of counsel to the Underwriter]; and (vi) all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with its public offering.

13. **Indemnification and Contribution.** (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Ordinance is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Underwriter shall indemnify and hold harmless the Issuer and its officers and employees to the same extent as the foregoing indemnity from the Issuer to the Underwriter,
but only with reference to written information relating to the Underwriter furnished by it
specifically for inclusion in the Preliminary Official Statement and the Official Statement. This
indemnity agreement will be in addition to any liability which the Underwriter may otherwise
have. The Issuer acknowledges that the statements set forth under the heading
"UNDERWRITING," in the Preliminary Official Statement and the Official Statement, constitute
the only information furnished in writing by or on behalf of the Underwriter for inclusion in the
Preliminary Official Statement or the Official Statement.

(c) In case any proceeding (including any governmental investigation) shall be
instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party
shall promptly notify the indemnifying party against whom such indemnity may be sought in
writing, and the indemnifying party upon request of the indemnified party, shall retain counsel
reasonably satisfactory to the indemnified party to represent the indemnified party and any others
the indemnifying party may designate who are or may reasonably be foreseen to be a party in such
proceeding and shall pay the fees and disbursements of such counsel to the extent allowed by
appropriate law. Any separate counsel retained by such indemnified party shall be at the expense
of such indemnified party unless (i) the indemnifying party and the indemnified party shall have
mutually agreed to the retention of such counsel or (ii) representation of both parties by the same
counsel would be inappropriate due to actual or potential differing interests between them. It is
understood that the indemnifying party shall not, in connection with any proceeding or related
proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate
firm for each such indemnified party (to the extent clause (ii) of the preceding sentence is
applicable), and that all such fees and expenses shall be reimbursed as they are incurred. The
Underwriter in the case of parties indemnified pursuant to paragraph (b) shall discuss with the
other indemnifying parties possible counsel and mutually satisfactory counsel shall be agreed
upon. The indemnifying party shall not be liable for any settlement of any proceeding affected
without its written consent, but if settled with such consent or if there be a final judgment for the
plaintiff, the indemnifying party agrees to indemnify or reimburse the indemnified party from and
against any loss or liability by reason of such settlement or judgment. No indemnifying party shall,
without the prior written consent of the indemnified party, effect any settlement of any pending or
threatened proceeding in respect of which any indemnified party is a party and indemnity could
have been sought hereunder by such indemnified party, unless such settlement includes an
unconditional release of such indemnified party from all liability on claims that are the subject
matter of such proceeding.

14. **Notices.** Any notice or other communication to be given to the Issuer under this
Bond Purchase Agreement may be given by delivering the same in writing at the address of the
Issuer set forth above, and any notice or other communication to be given to the Underwriter under
this Bond Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus &
Company, Incorporated, 400 Convention Street, Suite 310, Baton Rouge, Louisiana 70802.

15. **Parties.** This Bond Purchase Agreement is made solely for the benefit of the
Issuer and the Underwriter (including the successors or assigns of either) and no other person shall
acquire or have any right hereunder or by virtue hereof.

16. **Governing Law.** This Bond Purchase Agreement shall be governed by and
construed in accordance with the laws of the State of Louisiana.
17. **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

[Remainder of Page Intentionally Left Blank]

A-11
By its execution hereof, the Underwriter agrees that no officer or employee of the Issuer or the Governing Authority shall be personally liable for the payment of any claim or the performance of any obligation of the Issuer.

Very truly yours,

STIFEL, NICOLAUS & CO., INC.

By: __________________________
Title: Managing Director

Accepted and agreed to as of the date first above written:

CITY OF BOSSIER CITY, STATE OF LOUISIANA

By: __________________________
Lorenz J. Walker, Mayor

ATTESTED:

By: __________________________
Phyllis McGraw, City Clerk
SCHEDULE I
TO BOND PURCHASE AGREEMENT

Purchase Price

Par Amount of Bonds  $    
Less: Underwriter's Discount ([0.800]%)$    
PURCHASE PRICE  $    

<table>
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<th>MATURITY</th>
<th>PRINCIPAL AMOUNT DUE</th>
<th>INTEREST RATE</th>
<th>REOFFERING PRICE</th>
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</table>

[Insert schedule/Redemption provisions]
EXHIBIT A
TO BOND PURCHASE AGREEMENT

FORM OF CERTIFICATE OF UNDERWRITER
EXHIBIT B
TO BOND PURCHASE AGREEMENT

15c2-12 CERTIFICATE
EXHIBIT C
TO BOND PURCHASE AGREEMENT

FORM OF SUPPLEMENTAL OPINION
STATE OF LOUISIANA
PARISH OF BOSSIER

I, the undersigned City Clerk of the City of Bossier City, State of Louisiana (the "City"),
do hereby certify that the foregoing pages constitute a true and correct copy of Ordinance No. ____
of 2021 adopted by City Council of the City of Bossier City, State of Louisiana (the "Governing
Authority"), on March 16, 2021, authorizing the issuance of not exceeding One Hundred Thirty
Million Dollars ($130,000,000) of Taxable Utilities Revenue Refunding Bonds, Series 2021, of
the City of Bossier City, State of Louisiana (the "Bonds"), in accordance with the terms of the
General Bond Ordinance adopted on July 6, 2010; providing for the sale of such bonds; and
providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 16th day of March, 2021.

__________________________
City Clerk
## EXPLANATION OF PROPOSAL:

An ordinance appropriating fifteen thousand and no/100 ($15,000.00) from the 2021 hotel/motel taxes fund and payable to Shreveport-Bossier Sports Commission to help sponsor the Bayou Classic.

## COST/BUDGET DATA:

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME: Agenda Meeting.

SPONSOR: Jeff Free, City Councilman

DATE: 3/10/21

☐ NOTED ☐ RECOMMENDED BY Lorenz Walker, Mayor

COUNCIL

DATE TO BE PUT ON AGENDA: 3/16/21

Revised July 30, 2013
The following Ordinance offered and adopted:

Ordinance No. _____ Of 2021

AN ORDINANCE APPROPRIATING FIFTEEN THOUSAND AND NO/100 ($15,000.00) FROM THE 2021 HOTEL/MOTEL TAXES FUND AND PAYABLE TO SHREVEPORT-BOSIER SPORTS COMMISSION TO HELP SPONSOR THE BAYOU CLASSIC.

WHEREAS, the Shreveport-Bossier Sports Commission has requested funding to assist with The Bayou Classic events; and

WHEREAS, Covid-19 restrictions have had an impact on the entire event;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that fifteen thousand dollars and no/100 ($15,000.00) is hereby appropriated from the 2021 HOTEL/MOTEL Taxes Fund and made payable to Shreveport-Bossier Sports Commission to help sponsor The Bayou Classic.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ________________, and seconded by ________________, and adopted on the ________________, day of ________________, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

__________________________
David Montgomery, Jr., President

__________________________
Phyllis McGraw, City Clerk
AGENDA ITEM FACT SHEET

TITLE:
AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF THE ACCOUNTING DIVISION AND THE HIRING OF AN ACCOUNTANT 1, RESULTING IN A NET NEUTRAL CHANGE TO THE OPERATING BUDGET

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

TIME DEADLINES: Council Meeting: March 16, 2021 & April 6, 2021 @ 3:00 p.m.

SPONSOR:
Stacie Fernandez, Finance Director

DATE: March 1, 2021

APPROVED/RECOMMENDED
Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA:
The following Ordinance offered and adopted:

ORDINANCE NO. OF 2021

AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF THE ACCOUNTING DIVISION AND THE HIRING OF AN ACCOUNTANT I, RESULTING IN A NET NEUTRAL CHANGE TO THE OPERATING BUDGET

WHEREAS, the Accounting Division is reclassifying positions; and

WHEREAS, this reclassification provides for an opportunity to increase the salaries of other positions; and

WHEREAS, the increasing work volume in the Accounting Division has created the need for an additional employee; and

WHEREAS, the salary adjustments and hiring of an employee will have a net neutral impact to the operating budget; and

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the Accounting Division is hereby authorized to reclassify positions, and to utilize the remaining unused budgeted salary to increase the salaries of other positions and hire an Accountant I, resulting in a net neutral change to the operating budget.

The above and foregoing Ordinance, read in full at open and legal session convened, was on motion of _______ and seconded by ________, and adopted on the _______ day of_______, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_________________________________  ________________________________
David Montgomery, Jr., President Phyllis McGraw, City Clerk
# AGENDA ITEM FACT SHEET

**TITLE:**
ADOPT AN ORDINANCE TO APPROPRIATE FUNDS TO COVER CONSTRUCTION COST FOR THE AIRLINE WATER TANK REHABILITATION AND PAINTING PROJECT FOR A TOTAL OF $1,885,000.00 TO COME FROM THE HOTEL/MOTEL TAX FUND

**EXPLANATION OF PROPOSAL:**
See attached

**COST/BUDGET DATA:**
$1,885,000.00 may be appropriated from the Hotel/Motel Tax Fund

**TIME DEADLINES:**
Council Meeting.

**SPONSOR:**
Pam Glorioso, CAO

**DATE:**
2 March 2021

**NOTE:**

**RECOMMENDED BY:**
Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:**
REGULAR – March 16, 2021

Revised July 30, 2013
The following Ordinance offered and adopted:

Ordinance No. ___ Of 2021
ADOPT AN ORDINANCE TO APPROPRIATE FUNDS TO COVER CONSTRUCTION COST FOR THE AIRLINE WATER TANK REHABILITATION AND PAINTING PROJECT FOR A TOTAL OF $1,885,000.00 TO COME FROM THE HOTEL/MOTEL TAX FUND

WHEREAS the final opinion of construction costs for the rehabilitation of the Airline water tank is $1,855,000.00. (see attachment – Bossier City – Airline Drive Elevated Tank Rehab Construction Estimate for estimated detailed breakdown of the costs); and

WHEREAS, $1,855,000.00 may be appropriated from the Hotel/Motel Tax Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby appropriate $1,855,000.00 to come from the Hotel/Motel Tax Fund to cover the construction costs for rehabilitation and painting of the Airline water tank in the City of Bossier.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ________________, and seconded by ________________, and adopted on the ___________. day of ____________, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

__________________________
David Montgomery Jr., President

__________________________
Phyllis McGraw, City Clerk
Airline Drive Elevated Tank Rehabilitation
Construction Estimate 2/10/2021

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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<td>1</td>
<td>Clean and Paint Exterior, With Containment</td>
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<td>LS</td>
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<td>2</td>
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<td>11</td>
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<tr>
<td>18</td>
<td>Balcony Safety Railing Modifications</td>
<td>1</td>
<td>LS</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>19</td>
<td>Balcony Floor Drain Holes</td>
<td>1</td>
<td>LS</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>20</td>
<td>Balcony Safety Railing Self-Closing Gates, 2 ea.</td>
<td>1</td>
<td>LS</td>
<td>$6,000</td>
<td>$6,000</td>
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<tr>
<td>21</td>
<td>Relocate Balcony Conduits</td>
<td>1</td>
<td>LS</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>22</td>
<td>Cover Holes in Roof</td>
<td>1</td>
<td>LS</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>23</td>
<td>Install Clog-Resistant Vent</td>
<td>1</td>
<td>LS</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>24</td>
<td>Lower Inlet/Outlet Pipe and replace Protective Cover</td>
<td>1</td>
<td>LS</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>25</td>
<td>Seal Weld Interior Shell Stiffening Angle</td>
<td>1</td>
<td>LS</td>
<td>$12,000</td>
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<tr>
<td>26</td>
<td>Replace Riser Safety Grate</td>
<td>1</td>
<td>LS</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>27</td>
<td>Contingency</td>
<td>1</td>
<td>LS</td>
<td>$20,000</td>
<td>$20,000</td>
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<tr>
<td></td>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,885,500</strong></td>
</tr>
</tbody>
</table>
Pam, could you please create an agenda item for the March 16th agenda for the Council to approve $1,885,000 for the painting of this tank. The funds will come from Hotel/Motel Tax. Thanks and let me know if anyone has any questions.
**AGENDA ITEM FACT SHEET**

**TITLE:** ADOPT AN ORDINANCE AMENDING ORDINANCE 133 OF 2019 INCREASING THE APPROPRIATED AMOUNT BY $105,300.00 FROM THE WATER CAPITAL CONTINGENCY FUND TO EXTEND THE NANOFILTRATION PILOT STUDY BY SIX MONTHS

**EXPLANATION OF PROPOSAL:**
The City of Bossier City authorized Ordinance 133 of 2019 to conduct a pilot study to determine if nanofiltration could eliminate enough organics from Bossier City water to use free chlorine in lieu of chloramines. The City is recommending extending the study by six months.

**COST/BUDGET DATA:**
$105,300.00 may be appropriated from the Water Capital and Contingency fund.

**IF ADD ON FOR REGULAR MEETING:** Please state reason.

**TIME DEADLINES:** Council Meeting.

**SPONSOR:** Pam Glorioso, CAO

**DATE:** 5 March 2021

**RECOMMENDED BY:**
Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** Regular - 16 March 2021

Revised July 30, 2013
The following Ordinance offered and adopted:

ORDINANCE NO. _____ of 2021

ADOPT AN ORDINANCE AMENDING ORDINANCE 133 OF 2019 INCREASING THE APPROPRIATED AMOUNT BY $105,300.00 FROM THE WATER CAPITAL CONTINGENCY FUND TO EXTEND THE NANOFILTRATION PILOT STUDY BY SIX MONTHS

WHEREAS, the City of Bossier City authorized Ordinance 133 of 2019 to conduct a pilot study to determine if nanofiltration could eliminate enough organics from Bossier City water to use free chlorine in lieu of chloramines. The City is recommending extending the study by six months. The extension of the study will require an increase of $105,300.00 to come from the Water Capital Contingency Fund; and

WHEREAS, the City of Bossier City will extend the Nanofiltration Pilot Study by 6 months starting in April and ending in September; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana in regular session convened, does hereby amend Ordinance 133 of 2019 and appropriate an additional $105,300.00 from the Water Capital and Contingency Funds; and

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ______________, and seconded by ______________, and adopted on the ______________ day of ______________, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

____________________________________
David Montgomery, Jr., President

____________________________________
Phyllis McGraw, City Clerk
Andersen, Carol K.

From: Glorioso, Pamela M.
Sent: Wednesday, March 3, 2021 10:52 AM
To: Andersen, Carol K.
Subject: FW: Ordinance No. 133 of 2019

Carol,
Let's put this together for the next agenda.

From: Justin Haydel <Justin@manchacgroup.com>
Sent: Wednesday, March 3, 2021 9:19 AM
To: Glorioso, Pamela M. <GLORIOSOP@bossiercity.org>
Cc: Fernandez, Stacie B. <FERNANDEZS@bossiercity.org>; Garcia, Lilliana <GARCIAL@bossiercity.org>; Ben Rauschenbach <brauschenbach@manchacgroup.com>; Chandler Warren <cwarren@manchacgroup.com>; Justin Haydel <Justin@manchacgroup.com>
Subject: Ordinance No. 133 of 2019

Pam, the subject ordinance allocated $280,000 to conduct the nanofiltration pilot study at the WTP. Per our discussions, we need to conduct the pilot study for six more months – starting in April and wrapping it up in late August or early September. We need this data so we can confidently show DHH that this process will remove the total organic carbon to a level where we can use free chlorine and remain below the limits for disinfection by products.

We are requesting that $105,300 be added to the project to cover the six month period. I will give you a call to discuss.

Thanks

Justin Haydel, P.E
10542 S. Glenstone Pl.
Baton Rouge, LA 70810

www.manchacgroup.com

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The following Ordinance offered and adopted:

Ordinance No. 133 Of 2019

AN ORDINANCE APPROPRIATING TWO-HUNDRED EIGHTY THOUSAND DOLLARS ($280,000) FROM THE WATER CAPITAL CONTINGENCY TO PERFORM A PILOT STUDY TO DETERMINE IF NANOFLTRATION CAN ELIMINATE ENOUGH ORGANICS FROM BOSSIER CITY WATER TO USE FREE CHLORINE IN LIEU OF CHLORAMINES.

WHEREAS, DHH has received the proposal for the testing of nanofiltration on the Bossier City Water System and has approved the pilot study; and

WHEREAS, the implementation of new disinfection residual requirements combined with mandated maximum contaminant levels for disinfection byproducts drive the need for this pilot study that will determine the effectiveness of nanofiltration on organic removal; and

WHEREAS, if the pilot study is successful it will result in significant savings in the water treatment process;

NOW, THEREFORE BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened that $280,000.00 is hereby appropriated from the Water Capital Contingency to perform a pilot study to determine if nanofiltration can eliminate enough organics from Bossier City Water to use free chlorine in lieu of chloramines.

NOW, THEREFORE, BE IT ORDAINED by the Bossier City Council in regular session convened that Mayor Lorenz Walker is hereby authorized to execute any and all documents in conjunction with this matter.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of Mr. David Montgomery, Jr., and seconded by Mr. Timothy Larkin, and adopted on the 19th, day of November, 2019, by the following vote:

AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Darby, Mr. Williams, Mr. Free and Mr. Harvey

NAYS: none

ABSENT: none

ABSTAIN: none

Scott Irwin, President

Phyllis McGraw, City Clerk
**EXPLANATION OF PROPOSAL:**

AN ORDINANCE AMENDING THE FINES, FEES, AND COST FOR SEVERAL CRIMINAL CHARGES IN CHAPTER 38 OF THE BOSSIER CITY CODE OF ORDINANCES.

**COST/BUDGET DATA:**

**IF ADD ON FOR REGULAR MEETING: Please state reason?**

**TIME**

Agenda Meeting

**SPONSOR:**

Gordon Mosley, Assistant City Attorney

**DATE:** 3/11/21

☐ NOTED  ☑ RECOMMENDED BY

Lorenz Walker, Mayor

**COUNCIL**

DATE TO BE PUT ON AGENDA:

3/16/21

Revised July 30, 2013
The following Ordinance offered and adopted:

Ordinance No. Of 2021

AN ORDINANCE AMENDING THE FINES, FEES, AND COST FOR SEVERAL CRIMINAL CHARGES IN CHAPTER 38 OF THE BOSSIER CITY CODE OF ORDINANCES.

WHEREAS, the City Attorney’s Office would like to amend the fine, fees, and cost amounts for several criminal charges in Chapter 38 of the Bossier City Code of Ordinances to mirror the Louisiana State Statute’s fine, fees and cost; and

WHEREAS, the following fines in Chapter 38 of the Bossier City Code of Ordinances shall be amended to read:

Sec. 38-102. - Simple battery:
Add:
(b) Whoever commits the crime of simple battery shall be fined not more than $1,000.00 or imprisoned for not more than 6 months, or both.

Sec. 38-104. - Simple assault:
Change:
(b) Whoever commits the crime of simple assault shall be fined not more than $1,000.00 or imprisoned for not more than 6 months, or both.

Sec. 38-138 - Theft:
Change:
(b) Whoever commits the crime of theft when the misappropriation or taking amounts to a value of less than $300.00 shall be imprisoned for not more than 6 months, or may be fined not more than $1,000.00, or both.

Sec. 38-171. - Prostitution.
Add:
(3) Whoever commits the crime of prostitution shall be fined not more than $500.00 or imprisoned for not more than 6 months, or both.

Sec. 38-277. - Illegal carrying of weapons.
Add:
(c) Whoever commits the crime of illegal carrying of weapons shall be fined not more than $500.00 or imprisoned for not more than 6 months, or both.

Sec. 38-286. - Resisting an officer.
Add:
(c) Whoever commits the crime of resisting an officer shall be fined not more than $500.00 or imprisoned for not more than 6 months, or both.
NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby amend the above referenced fines, fees, and cost of the criminal code of ordinances in Chapter 38 of the Bossier City Code of Ordinances.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ____________________, and seconded by ____________________, and adopted on the ____________, day of ____________, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

__________________________
David Montgomery, Jr., President

__________________________
Phyllis McGraw, City Clerk
### AGENDA ITEM FACT SHEET

**INTRO:**

ANY OTHER PERTINENT DATA MUST BE PRESENTED TO THE CITY CLERK ONE (1) DAY PRIOR TO AGENDA MEETING.

<table>
<thead>
<tr>
<th>ORD./RESOL. NO.</th>
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<tbody>
<tr>
<td>INTRO:</td>
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<tr>
<td>NOT:</td>
</tr>
<tr>
<td>ADOPT:</td>
</tr>
</tbody>
</table>

**TITLE:**

AN ORDINANCE TO TEMPORARILY REDUCE THE MANAGEMENT FEES PAID TO ASM GLOBAL TO MANAGE THE BROOKSHIRE GROCERY ARENA FROM APRIL 2021 THROUGH JUNE 2021 AND TO ENTER INTO A FIVE YEAR CONTRACT BETWEEN THE CITY OF BOSSIER CITY AND ASM GLOBAL

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

**TIME DEADLINES:**

Council Meeting: March 16, 2021 @ 3:00 p.m. & April 6, 2020 @ 3:00 p.m.

**SPONSOR:**

Stacie Fernandez, Finance Director

**DATE:**

March 12, 2021

**APPROVED/RECOMMENDED**

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:**

---

Page 121 of 175
The following Ordinance offered and adopted:

Ordinance No. Of 2021

AN ORDINANCE TO TEMPORARILY REDUCE THE MANAGEMENT FEES PAID TO ASM GLOBAL TO MANAGE THE BROOKSHIRE GROCERY ARENA FROM APRIL 2021 THROUGH JUNE 2021 AND TO ENTER INTO A FIVE YEAR CONTRACT BETWEEN THE CITY OF BOSSIER CITY AND ASM GLOBAL

WHEREAS, our contract with ASM Global will expire March 31, 2021, therefore we will be entering into a five year contract; and

WHEREAS, as a good faith effort on both The City of Bossier City and ASM Global, they will agree to reduce the management fees by half, through the end of June 2021; and

WHEREAS, ASM Global would like to include waived fees in the same manner as the outstanding capital contribution, which means the waived fees would be added to the capital contribution amount and amortized on a non-cash basis over the remaining five (5) years of the agreement. There would be no repayment of the capital contribution (inclusive of the waived fees), unless the Agreement is terminated for any reason prior to conclusion of the five (5) years. The amount of the capital reimbursement would be pro-rated on the basis of the unamortized balance for the remainder of the Agreement term; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that Mayor Lorenz Walker is hereby authorized to execute the attached Contract between the City of Bossier City and ASM Global;

BE IT FURTHER ORDAINED, that the City Council of Bossier City, Louisiana, in regular session convened, does hereby approve the temporary reduction of management fees paid to ASM Global to manage Brookshire Grocery Arena from April 2021 through June 2021 and to enter into a five year contract between the City of Bossier City and ASM Global.
The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of ____________, and seconded by ______________, and adopted on the ____________ day of ____________, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

David Montgomery, Jr., President  Phyllis McGraw, City Clerk
MANAGEMENT AGREEMENT

for

BROOKSHIRE GROCERY ARENA

BETWEEN

BOSSIER CITY, LOUISIANA

AND

ASM GLOBAL, LLC
MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is dated as of the ____ day of March, 2021, by and between Bossier City, Louisiana, a political subdivision of the State of Louisiana ("Owner"), and ASM Global, LLC, a Delaware limited liability company ("ASM Global").

BACKGROUND

The Owner is the owner of Brookshire Grocery Arena located in the City of Bossier, Louisiana ("Facility"). ASM Global is engaged, among other things, in the business of providing management services, including operations and marketing services for public assembly facilities.

The Owner previously entered into a management agreement with LMI/HHI, Ltd. for management of the Facility for the term February 1, 1999 through December 31, 2015, which management agreement was assigned to ASM Global as a result of ASM Global’s acquisition of LMI/HHI, Ltd.

Subsequently, the Owner entered into a management agreement with SMG for management of the Facility for the term February 1, 1999 through March 31, 2021.

On or about October 1, 2019, SMG together with AEG Facilities by merger formed and became affiliates of ASM Global.

The Owner desires to engage ASM Global, and ASM Global desires to accept such engagement, to provide management services for the Facility on the terms and conditions set forth herein. The Owner intends to work in mutual accord with ASM Global in order to ensure provision of high-quality management services, thereby enhancing the use and enjoyment of the Facility.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 1:

“Affiliate” -- a person that directly or indirectly controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, “control” means ownership of equity securities or other ownership interests that represent more than 50% of the voting power in the controlled person.

“Approved Budget” -- any budget submitted by ASM Global, as approved by Owner pursuant to Section 5 hereof.

“Capital Equipment” and “Capital Improvements” -- any and all furniture, fixtures, machinery or equipment, either additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements.

“Consumer Price Index” -- the Consumer Price Index, be adjusted upward on the first day of each Fiscal Year by the percentage change in the Consumer Price Index determined on the basis of any change
in the All Urban Consumers (CPI-U) -- U.S. City Average -- All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor

“Fiscal Year” -- a one-year period beginning January 1 and ending December 31.

“F&B Gross Revenue” — all revenue, net of applicable taxes, generated in connection with the Food and Beverage Services, as calculated in accordance with generally accepted accounting principles, consistently applied.

“Food and Beverage Services” — Food and beverage concessions and catering at the Facility.

“Laws” — all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

“Losses” — any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys fees).

“Management Term” — as defined in Section 3.1 hereof.

“Net Operating Loss/Profit” — with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

“Operating Expenses” — any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in promoting, operating, maintaining and managing the Facility and otherwise providing services under this Agreement, all as determined in accordance with generally accepted accounting principles, consistently applied, including any budgeted allocation for services (e.g., IT, HR, Finance) centrally performed by ASM Global for the benefit of the facility, provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Equipment and Capital Improvements purchases. In addition, in connection with calculating Net Operating Loss/Profit and ASM Global’s incentive fee hereunder, Operating Expenses shall exclude all emergency and extraordinary expenses and all interest, income tax, depreciation and amortization expenses.

“Operating Revenues” — any and all revenues of every kind or nature derived, directly or indirectly, from owning, operating, managing or promoting the Facility and providing Food and Beverage Services, all as determined in accordance with generally accepted accounting principles, consistently applied.

“Renewal Term” — the additional period for which this Agreement may be renewed in accordance with Section 3.2 hereof beyond the Management Term.

2. Engagement of ASM Global.

2.1 Subject to the terms and conditions set forth in this Agreement, Owner hereby engages ASM Global, on an exclusive basis, and as agent for Owner, to manage, operate, and promote the Facility, and to provide all Food and Beverage Services therein, during the Management Term and the Renewal Term, if any, and ASM Global hereby accepts such engagement. In such capacity, ASM Global shall have exclusive authority over the day-to-day operation of the Facility and all activities therein. Without limiting the generality
of the foregoing, the services to be provided by ASM Global shall include those described on Exhibit “A” attached hereto.

2.2 Representatives of the Owner shall have the right to enter all portions of the Facility to inspect same, to observe the performance of ASM Global of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the Owner may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the Owner will endeavor to provide (but is not obligated to provide) advance notice to ASM Global for security purposes and to minimize any interference with or disruption of ASM Global’s work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the Owner under this Agreement nor (ii) shall impose or be construed to impose upon the Owner any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

3. Management Term and Renewal Term.

3.1 The Management Term of this Agreement shall commence on April 1, 2021, and end at midnight on December 31, 2025, unless earlier terminated pursuant to the provisions of this Agreement.

3.2 The parties may agree to extend the Management Term hereof for an additional 5-year period on terms mutually agreed to by them not less than ninety (90) days prior to the end of the Management Term.

4. ASM Global’s Compensation.

4.1 Management Fees.

As base compensation to ASM Global for providing the services hereunder, Owner shall pay ASM Global during the Management Term an annual fixed fee of Two Hundred and Sixteen Thousand, Five Hundred and Ninety Dollars ($216,590) per Fiscal Year, which amount shall be adjusted upward on the first day of each Fiscal Year by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) -- U.S. City Average -- All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor (the “Base Fee”), such upward adjustment not to exceed 4% for any individual Fiscal Year. Such fee shall be payable in equal monthly installments due on or before the last day of each month during such Fiscal Year, and ASM Global shall be entitled to draw such amounts from the account described in Section 5.2. Provided; however, ASM agrees to forego and waive fifty percent (50%) of the monthly management fees due for the months April 1, 2021 through June 30, 2021, which amount totaling $27,074 shall be considered an ASM Global Capital Contribution in accordance with Section 5.5 hereof.

4.2 Incentive Fee.

(a) In addition to the fees described in Section 4.1 above, ASM Global shall be entitled to an annual incentive fee with respect to each Fiscal Year hereunder during the Management Term as set forth below:

(1) Fifteen percent (15%) of the actual annual Operating Revenues in excess of the Operating Revenues as set forth in the approved Annual Budgeted for the applicable Fiscal Year.
(2) Notwithstanding the foregoing, ASM Global shall not receive any Performance Based Compensation if in any partial or full Fiscal Year the Facility has an Operating Loss, defined as an excess of Operating Expenses over Operating Revenues. The amount any Performance Based Compensation shall be calculated and paid on a prorated basis in the event of a partial Fiscal Year.

(b) The incentive fee determined pursuant to Section 4.2(a) above shall be payable to ASM Global within 30 days after the Owner’s receipt of an invoice from ASM Global setting forth the Operating Revenues, Operating Expenses and Net Operating Profit/Loss for the previous Fiscal Year and showing the calculation of the incentive fee payable with respect to such Fiscal Year. If the Owner exercises its right to audit the annual financial statement as provided in Section 6.1 hereof for any Fiscal Year, ASM Global shall recalculate the incentive fee payable for that Fiscal Year based upon such audited numbers. In the event that the amount of the incentive fee which was paid based on ASM Global’s invoice differs from such recalculated amount, ASM Global shall promptly remit to the Owner any excess amount which was paid, or the Owner shall promptly pay the shortfall, as the case may be.

4.3 Food and Beverage Commission.

In consideration of the provision of the Food and Beverage Services, ASM Global shall receive, as additional compensation therefor, an amount equal to four percent (4%) of the F&B Gross Revenue

5. Budgets; Bank Accounts.

5.1 Budgets.

(a) As part of the annual plan described in Section 6.2 herein, ASM Global will prepare an annual operating budget and annual cash flow budget for the next Fiscal Year to perform the services hereunder and meet the objectives under this Agreement. Such annual budgets shall be reviewed and are subject to approval by Owner. The timing of the submission of such budgets and such annual plan and of Owner’s approval thereof will be mutually agreed upon by the parties.

(b) Once approved, the Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties.

5.2 Receipts and Disbursements.

ASM Global shall establish and maintain in one or more depositories one or more operating, payroll and other bank accounts for the promotion, operation and management of the Facility, in the name of Owner, with ASM Global as agent and with signature authority in such employees of ASM Global as ASM Global shall determine. All Operating Revenues collected by ASM Global shall be deposited into such accounts and Operating Expenses shall be paid by ASM Global as agent for Owner from such accounts. The funding of all of the foregoing accounts shall be made by Owner to cover all projected Operating Expenses at the Facility to the extent not covered by the Operating Revenues.

5.3 Capital Equipment; Capital Improvements.

The obligation to pay for, and authority to perform, direct and supervise Capital Equipment and Capital Improvements purchases shall remain with Owner and will not be considered Operating Expenses. The annual plan submitted pursuant to Section 6.2 shall include ASM Global’s recommendation for Capital Equipment and Capital Improvements purchases to be accomplished during the year and shall be accompanied
by an estimate of the cost of all such items and projects and a request that Owner budget funds therefor. Owner
shall retain the discretion to determine whether and to what level to fund Capital Equipment and Capital
Improvements purchases to the Facility.

5.4 Limitation of ASM Global Liability.

Notwithstanding any provision herein to the contrary and except for ASM Global’s express
indemnification undertakings in Section 8.1, ASM Global shall have no obligation to fund any cost, expense or
liability with respect to the design, development, construction, operation, management or promotion of the
Facility.

5.5 ASM Global Capital Contribution.

(a) Under the prior management agreement, SMG provided a capital contribution of $250,000 (the
remaining unamortized balance of which is $118,750) and by Memorandum of Understanding dated July 8,
2020 a waiver of management fees totaling $80,100 through March 31, 2021. Under this Agreement, ASM
has agreed to waive entitlement to fees totaling $27,074 that would otherwise be due pursuant to Section 4.1 for the
months April 1, 2021 through June 30, 2021. Collectively the unamortized balance of the capital contribution
and fee waivers total Two Hundred Twenty-Five Thousand Nine Hundred Twenty-Four Dollars ($225,924)
(hereinafter the “ASM Global Capital Contribution”). The parties agree that the ASM Global Capital
Contribution shall not be repayable in connection with the expiration of the prior agreement, but rather, shall be
amortized and administered as set forth in the following subsection (b).

(b) Amortization of the ASM Global Capital Contribution. The amount of the ASM Global Capital
Contribution shall be amortized over a period of four years and 9 months during the Management Term, on a
straight-line, non-interest bearing basis. In the event of the expiration or termination of this Agreement for any
reason, the City shall pay, or cause any successor management company to pay, to ASM Global unconditionally
and without set-off the unamortized amount of the ASM Global Capital Contribution existing as of such
expiration or termination. The payment of any such unamortized amounts shall be made to ASM Global no
later than thirty (30) days following the effective date of such expiration or termination.

6. Records, Audits, and Reports.

6.1 Records and Audits.

ASM Global shall keep full and accurate accounting records relating to its activities at the
Facility and shall provide to the Owner monthly financial statements in a format similar to that used in other
ASM Global-managed facilities. ASM Global shall give the Owner’s authorized representatives access to such
books and records maintained at the Facility during reasonable business hours and upon reasonable advance
notice. ASM Global shall keep and preserve for at least three (3) years following each Fiscal Year all sales
slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips,
and other evidence of Operating Revenues and Operating Expenses for such period. Additionally, ASM Global
shall deliver to the Owner annual financial statements within ninety (90) days after the close of each Fiscal Year
with a statement that they were prepared in accordance with generally accepted accounting principles. The
Owner shall have the right to conduct an audit of any annual report delivered in connection with this Section 6.1
and/or any monthly report delivered hereunder. In the event additional costs and expenses relating to field visits
to the Facility by auditors are incurred due to errors and/or omissions in the financial statements prepared and
delivered by ASM Global hereunder, ASM Global shall be liable for such additional costs and expenses.
6.2 Annual Plan.

During the Management Term and the Renewal Term, if any, ASM Global shall provide to Owner an annual management plan, which shall include the annual operating budget and annual cash flow budget described in Section 5.1 for the next Fiscal Year. The annual plan shall include information regarding ASM Global’s anticipated operations for such Fiscal Year and requested Capital Equipment and Capital Improvements purchases, and anticipated budgets therefor. The annual plan shall be subject to review, revision and approval by Owner.

6.3 Monthly Reports.

By the twenty-fifth (25th) day of each month during the Management Term, ASM Global shall provide to Owner a written monthly report in a form approved by Owner setting out the Facility’s anticipated activities and financial condition for the upcoming month and reporting on the prior month’s activities and finances.

7. ASM Global Employees.

7.1 During the Management Term and the Renewal Term, if any, ASM Global shall select, train and employ at the Facility such number of employee(s) as ASM Global deems necessary or appropriate to satisfy its responsibilities hereunder, and ASM Global shall have authority to hire, terminate and discipline any and all personnel working at the Facility. ASM Global shall assign to the Facility a competent general manager and prior to ASM Global’s appointment of such general manager, ASM Global shall consult with the Owner with respect to the qualifications of the general manager proposed by ASM Global.

7.2 ASM Global employees at the Facility shall not for any purpose be considered to be employees of Owner, and ASM Global shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense, their compensation (including federal, state and local income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

7.3 During the period commencing on the date hereof and ending one (1) year after the expiration or termination of this Agreement, except with ASM Global’s prior written consent, the Owner will not, for any reason, solicit for employment, or hire, any of the senior management personnel employed by ASM Global at the Facility, including, without limitation, the general manager, director-level employees and department heads. In addition to any other remedies which ASM Global may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

8. Indemnification and Insurance.

8.1 Indemnification.

(a) ASM Global shall indemnify, defend and hold harmless the Owner, its officers, agents and employees from and against any and all Losses arising from any material default or breach by ASM Global of its obligations specified herein; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the Owner of its obligations under Section 8.1(b) below, (ii) are of the type that are or would normally be covered by commercial insurance covering (A) the Facility and its premises and the Owner’s personal property located therein for physical damage or other Loss, and (B) business interruption and extra expenses, irrespective of the decision of the
Owner to carry or not to carry such insurance, (iii) are caused by or arise out of the services provided by the
architects, engineers and other agents (other than ASM Global) retained by the Owner in connection with
Capital Improvements or Capital Equipment purchases at the Facility, or (iv) relate to or arise from occupational
related diseases of any Owner employees who provide any services at the Facility (whether as an employee of
the Owner or as a part-time employee of ASM Global). Notwithstanding the foregoing, to the extent that such
occupational disease described in clause (iv) above is demonstrated to be directly related to the work of any such
Owner employee at the Facility, then the provisions of clause (iv) shall not apply to the extent thereof.

(b) The Owner shall indemnify, defend and hold harmless ASM Global, its partners,
officers, agents and employees from and against any and all Losses arising from (i) any material default or
breach by the Owner of its obligations specified herein, (ii) the fact that at any time prior to, as of, or after the
commencement of the Management Term hereunder the Facility has not been operated, or the Facility and its
premises are not or have not been, in compliance with all Laws, including, but not limited to, the ADA, (iii) the
fact that prior to, as of, or after the commencement of the Management Term hereunder there is any condition
on, above, beneath or arising from the premises occupied by the Facility which might, under any Law, give rise
to liability or which would or may require any “response,” “removal” or “remedial action” (as such terms are
declared under CERCLA), (iv) any structural defect or unsound operating condition with respect to the Facility
or the premises occupied by the Facility prior to, as of or after the commencement of the Management Term
hereunder, (v) any obligation or liability under or in respect of any contract, agreement or other instrument
executed by ASM Global as agent for the Owner as authorized herein, (vi) any obligation or liability for
physical damage or other Loss to any real property and personal property assets located at the Facility or
intended to be incorporated therein, whether such assets are insured by the Owner or whether the Owner decides
not to insure for such damage and Losses (including without limitation damages or Losses falling within any
insurance deductible), (vii) any non-compliance with any Pre-Existing Agreement on or prior to the
commencement of the Management Term, or (viii) any act or omission carried out by ASM Global at or
pursuant to the direction or instruction of the Owner, its agents or employees; provided, however, that the
foregoing indemnification under clauses (i) and (ii) above shall not extend to Losses to the extent such Losses
arise from any default or breach by ASM Global of its obligations specified herein.

(c) The indemnity obligations of the parties hereunder shall survive the expiration or
termination of this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE
FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES
(INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF
CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND
EACH PARTY’S LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY
LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

8.2 Insurance.

ASM Global shall secure and deliver to the Owner prior to the commencement of the
Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal
Term, if any, a commercial general liability insurance policy and automobile liability insurance policy and such
other insurance policies as are described in Exhibit “B” hereto.

9. Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either
party hereto without the prior written consent of the other party hereto. For sake of clarity, the parties
acknowledge that the foregoing does not preclude the assignment by ASM Global of its rights to receive its
management and incentive fees hereunder to its lender(s) as collateral security for ASM Global’s obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover ASM Global’s rights to manage, promote or operate the Facility hereunder.

10. Termination.

10.1 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

10.2 Effect of Termination or Expiration.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.2 and to the extent such funds are not sufficient, Owner shall pay all such Operating Expenses, and (ii) Owner shall promptly pay ASM Global all fees earned to the date of expiration or termination (the fees described in Sections 4.1 and 4.2 hereof (as applicable) being subject to proration). Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are expressly intended to survive the termination or expiration of this Agreement, including, without limitation, Sections 7.3, 8.1, 10.2 and 10.3.

10.3 Surrender of Premises.

Upon termination or expiration of this Agreement, ASM Global shall surrender and vacate the Facility upon the effective date of such termination or expiration. The Facility and all equipment and furnishings shall be returned to Owner in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by Owner. All reports, records, including financial records, and documents maintained by ASM Global at the Facility relating to this Agreement other than materials containing ASM Global’s proprietary information or property shall be immediately surrendered to Owner by ASM Global upon termination or expiration.

11. Miscellaneous.

11.1 Certain Representations and Warranties.

(a) Owner represents and warrants to ASM Global the following: (i) all required approvals have been obtained, and Owner has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors’ rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a
breach (with or without notice or the passage of time) under any agreement to which Owner is a party, including, without limitation, the Agreement.

(b) ASM Global represents and warrants to Owner the following: (i) all required approvals have been obtained, and ASM Global has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by ASM Global and constitutes a valid and binding obligation of ASM Global, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

11.2 Certain Other Provisions.

(a) Cooperation. The parties desire to cooperate with each other in the management and operation of the Facility pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within sixty (60) days after the commencement of such discussions. If and only if any dispute remains unresolved after such sixty-day period, then either party may initiate litigation and/or terminate this Agreement.

(b) No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between Owner and ASM Global.

(c) Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

(d) Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

(e) Binding Upon Successors and Assigns. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(f) Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as
reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to Owner, to:
Mayor Lorenz Walker  
City of Bossier City  
620 Benton Rd.  
Bossier City, LA 71111

With a copy to:
James D. Hall  
City Attorney  
620 Benton Rd, 2nd Floor  
Bossier City, LA 71111

If to ASM Global, to:
ASM Global  
1500 Sugar Bowl Drive  
New Orleans, LA 70112  
Attention: Executive Vice President

ASM Global  
800 W. Olympic Blvd., 3rd Floor  
Los Angeles, CA 90015  
Attention: President

With a copy to:
ASM Global  
300 Conshohocken State Road  
Suite 770  
West Conshohocken, PA 19428  
Attention: General Counsel

(g) **Governing Law; Counterparts.** This Agreement will be governed by and construed in accordance with the internal Laws of the State of Louisiana, without giving effect to otherwise applicable principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.
(h) **Severability.** The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

(i) **Non-Waiver.** A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

(j) **Governmental Compliance.** Nothing in this Agreement shall require ASM Global to undertake any of compliance activity to meet requirements under any Law, nor shall ASM Global have any liability under this Agreement therefor, if such activity requires any Capital Improvements or Capital Equipment purchases, unless Owner provides funds for such Capital Improvements and Capital Equipment purchases. Except for the foregoing and subject to available funding, ASM Global shall operate the Facility in compliance with all applicable Laws.

[Signatures on Following Page]
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

Bossier City, Louisiana

By: __________________________

Name: The Honorable Mayor Lorenz Walker

ASM Global, LLC

By: __________________________

Name: __________________________

Title: __________________________
EXHIBIT “A”

Services

Without limiting the generality of Section 2.1 of this Agreement, ASM Global shall have, without (except as otherwise expressly noted below) any prior approval by Owner, sole right and authority to:

(a) Provide or cause to be provided, through itself and/or one or more of its Affiliates and/or third party subcontractors, booking services, catering and concession services, decorating services, maintenance services, and all other services in connection with the management, promotion and operation of the Facility.

(b) Negotiate, execute in its name as agent for Owner, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Facility, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Facility (or any portion thereof) in the ordinary course has a term that extends beyond the remaining Management Term, such license, agreement, commitment or contract shall be approved in advance by Owner (which approval shall not be unreasonably withheld). In addition, ASM Global, as agent for Owner, may rent the Facility or any part thereof to itself in connection with any event in the promotion of which ASM Global is involved, so long as such rental is on prevailing rates and terms or such other rates and terms as Owner approves;

(c) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facility to be negotiated by ASM Global in the course of its management, operation and promotion of the Facility. In determining such prices and rate schedules, ASM Global shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Owner about any adjustments to the rate schedules at the Facility to be made by ASM Global;

(d) To the extent that Operating Revenues or funds supplied by Owner are made available therefor, (i) maintain the Facility in the condition received, reasonable wear and tear excepted, and (ii) rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facility; provided that Owner shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.3;

(e) Pay, when due, on behalf of Owner, all Operating Expenses from accounts established pursuant to Sections 5.2 of this Agreement;

(f) After consultation with the Owner’s attorney or his/her designee, institute as agent for the Owner and at the reasonable expense of the City, with counsel selected by ASM Global, such legal actions or proceedings as ASM Global shall deem necessary or appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due to the Owner or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility; and

(g) Engage in such advertising, solicitation, and promotional activities as ASM Global deems necessary or appropriate to develop the potential of the Facility and the cultivation of broad community support.
(h) Provide all Food and Beverage Services (which may be provided by an affiliate of ASM Global).
“EXHIBIT B”

Insurance

(a) ASM Global shall secure and deliver to the Owner prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any:

   (i)  a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as ASM Global is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and One Million Dollars ($1,000,000.00) per occurrence for property damage. The policy shall include medical liability for EMT’s if any while working for ASM Global;

   (ii) an umbrella liability insurance policy with a limit of Five Million Dollars ($5,000,000) in the aggregate;

   (iii) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by ASM Global officers, employees in connection with the Facility, whether owned by Owner, or otherwise, with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence (including an extension of hired and non-owned coverage);

   (iv) worker’s compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Louisiana State Compensation Insurance Fund;

   (v) fidelity/crime insurance covering ASM Global’s employees.

(b) Owner shall cause ASM Global to be named as an additional insured under all of the Owner’s property and hazard insurance policies covering or relating to the Facility. Nothing in this Agreement is intended to require ASM Global to maintain property and hazard insurance covering the premises at the Facility or business interruption insurance covering the interruption of operations by or for whatever cause at the Facility.

(d) The terms of all insurance policies referred to in Section 8.2 of the Agreement and on this Exhibit “B” shall preclude subrogation claims against ASM Global, the Owner and their respective partners, members, officers, directors, employees and agents.

(e) ASM Global shall be the named insured(s) under all of the liability described in paragraph (a) above. The Owner shall be an additional insured under the insurance described in paragraph (a)(i), (ii) and through (iii) above. The insurance maintained by each party hereunder shall contain a provision covering the parties’ indemnification liabilities to each other.

(f) Certificates evidencing the existence of the above policies shall be delivered by each party to the other prior to the commencement of the Management Term. Notwithstanding the provisions of Section 8.2 and this Exhibit “B”, the parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type.

(g) A renewal binder of coverage shall be delivered by the named insured to the other party at least twenty (20) days after a policy’s expiration date, with a complete copy of such renewal insurances to follow.
AGENDA ITEM FACT SHEET

<table>
<thead>
<tr>
<th>ORD./RESOL. NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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INTRO: 

NOT: 

ADOPT: 

EXPLANATION OF PROPOSAL:

A RESOLUTION OF COMMENDATION AND APPRECIATION FOR THE DEDICATION AND VISION OF CLAY BOHANAN AND LOUIS COOK TO CREATE A WORLD CLASS FACILITY WHERE CHILDREN OF ALL ABILITIES CAN HAVE THE SAME EXPERIENCES IN THEIR UNIQUE WAY

COST/BUDGET DATA:

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME Agenda Meeting.

SPONSOR: ____________________________ DATE: 3/11/21

David Montgomery, Jr., Council President

☐ NOTED ☑ RECOMMENDED BY

Lorenz Walker, Mayor

COUNCIL

DATE TO BE PUT ON AGENDA:

3/16/21

Revised July 30, 2013
The following Resolution offered and adopted:

RESOLUTION NO. ___ OF 2021

A RESOLUTION OF COMMENDATION AND APPRECIATION FOR THE DEDICATION AND VISION OF CLAY BOHANAN AND LOUIS COOK TO CREATE A WORLD CLASS FACILITY WHERE CHILDREN OF ALL ABILITIES CAN HAVE THE SAME EXPERIENCES IN THEIR UNIQUE WAY

WHEREAS, BCI Burke, the oldest and most respected playground manufacturers in the United States, announced Field of Dreams in Bossier City, LA as the PLAYGROUND OF THE YEAR for 2020; and

WHEREAS, from the vast numbers of new playgrounds that were installed using Burke’s equipment; Field of Dreams was chosen as the most amazing new play space in 2020; and

WHEREAS, the design and equipment for Field of Dreams was a group effort and called on everyone from special educators to people with differing abilities and their family members to provide their experiences and help shape this environment into the largest, most inclusive playscape in Louisiana; and

WHEREAS, a fully ramped structure and unitary surfacing brings everyone into the heart of play and creates equity where children of all abilities can have the same experiences in their own unique way; and

WHEREAS, Clay Bohanan and Louis Cook dared to dream of an all-inclusive playground for children of differing abilities to have amazing experiences and further created new fully accessible bathrooms that include junior sized toilets;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bossier, in regular session convened, that Clay Bohanan and Louis Cook are hereby commended for their vision and tenacity in creating this amazing all-inclusive playground, Field of Dreams.

The above and foregoing Resolution was read in full at open and legal session convened, was on motion of ____________, and seconded by ________________, and adopted on the ___ day of ________, 2021, by the following vote:
**AGENDA ITEM FACT SHEET**

**TITLE:**

ADOPT A RESOLUTION TO APPROVE REPORT OF RECONCILIATION FOR THE MELROSE AVE. AND PLANTATION DR. UTILITY EXTENSION PROJECT, ORDINANCE 71 OF 2019, WITH A DECREASE IN PROJECT COST OF $860,000.00.

**EXPLANATION OF PROPOSAL:**
This report reconciles all project costs and related changes proposed and recommended, including the attached Change Order 1.

**COST/BUDGET DATA:**
Ordinance 71/2019: $2,000,000.00; Amount of reconciliation: $860,000.00; Total Construction Cost: $1,043,686.12

**IF ADD ON FOR REGULAR MEETING - Please state reason:**

**TIME**
Agenda Meeting.

**SPONSOR:**
Pamela M. Glorioso, C.A.O

**DATE:**
March 5, 2021

**COUNCIL**
March 9, 2021

**DATE TO BE PUT ON AGENDA:**
March 9, 2021
The following Ordinance offered and adopted:

RESOLUTION NO. OF 2021

ADOPT A RESOLUTION TO APPROVE REPORT OF RECONCILIATION FOR THE MELROSE AVE. AND PLANTATION DR. UTILITY EXTENSION PROJECT, ORDINANCE 71 OF 2019, WITH A DECREASE IN PROJECT COST OF $860,000.00.

WHEREAS; Ordinance No. 71 of 2019 appropriated $2,000,000.00 to come from the 2017 Sales Tax Revenue Bond; and

WHEREAS; the total project costs, including an increase in Contract price to Wicker Construction via Change Order No. 1 in the amount of $131,117.12 left a surplus of funds in Ordinance 71 of 2019 of $860,000; and

WHEREAS; thirty-nine (39) days were deducted from the contract via Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to amend the Construction Contract for an increase in price of $131,117.12 and a decrease of thirty-nine (39) days, and there will be a surplus of $860,000.00 in funding for this project as described.

The above and foregoing Report was read in full at open and legal session convened, was on motion of ______________________, and seconded by ______________________, and adopted on the 9th, day of March, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
CHANGE ORDER

Order No.:   ONE
P.O. No.:    P20-17
Date:        March 5, 2021
Agreement Date:    September 8, 2020

NAME OF PROJECT: Melrose Ave and Plantation Drive Utility Extension Project
Project # P20-17

OWNER:       City of Bossier City
CONTRACTOR:  Wicker Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Changes proposed are recommended as the result of Work Change Directives #’s 1-2 and reconciliation of final
QTY’s (See attachments for breakdown)

Original CONTRACT PRICE:   $912,569.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER: N/A
CONTRACT PRICE due to this CHANGE ORDER will be increased by: $131,117.12
The new CONTRACT PRICE including this CHANGE ORDER will be: $1,043,686.12

Change to CONTRACT TIME:
The CONTRACT TIME will be decreased by 39 days by this Change Order.

Approvals:
Justification Supported:  
Purchasing Agent
Funds Available:  
Director of Finance
CONTRACTOR: See attached
CITY ENGINEER: See attached
MAYOR:
You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

Changes proposed by this Contract Change Order No. 1 are recommended as the result of:

This Change Order Includes the following items:
- Work Change Directive #1
- Work Change Directive #2
- Reconciled Q'TY's

The Original Contract Sum:

Total Changes by Previous Change Order(s) (increased) (decreased) (unchanged) by:
- Current Contract Amount:
- Contract Sum will be (increased) (decreased) (unchanged) by this Change Order:

New Contract Amount incorporating this Change Order:

Original Substantial Completion Date

Previous Substantial Completion Date will be (increased) (decreased) (unchanged) days by this Change Order:

New Substantial Completion Date incorporating this Change Order:

RECOMMENDED

Engineer's Name: Todd Thompson
Manchac Consulting Group, Inc.
Address: 700 Ogilvie Street
Bossier City, LA 71111
By: Anthony Cameron
Wicker Construction, Inc.
Address: 9640 Wallace Lake Rd
Shreveport, LA 71106

Date: 02/09/21

ACCEPTED

Contractor's Name: Anthony Cameron
Wicker Construction, Inc.
Address: 9640 Wallace Lake Rd
Shreveport, LA 71106
By: Anthony Cameron

Date: 02/09/21

APPROVED

Owner: Mayor Lorenz J. Walker
City of Bossier City, La.
Address: P.O. Box 5337
Bossier City, LA 71171 - 5337
By: Mayor Walker

Date: 03/09/2021
## Construction Budget Tracking Sheet

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<td>$912,569.00</td>
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<td>Change Order No. 1 Total</td>
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<td>Total Amended PO for Wicker Construction</td>
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<td>$1,043,686.12</td>
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<td>Total Construction Funds Approved by COBC (Ordinance 71 of 2019)</td>
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<td>Remaining Funds For Construction</td>
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<td>$860,274.97</td>
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<td>1</td>
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<td>$80,000.00</td>
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<td>2</td>
<td>Furnish, install and maintain temporary erosion control</td>
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<td>LS</td>
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<td>Seeding and mulching</td>
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<td>6</td>
<td>Furnish and install 12-inch C900 DR25 PVC gravity sewer pipe with 24-inch steel casing installed via directional bore</td>
<td>112</td>
<td>LF</td>
<td>$745.00</td>
<td>$83,440.00</td>
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<td>7</td>
<td>Furnish and install 8-inch C900 DR25 PVC gravity sewer pipe via open cut (0-0.10' deep)</td>
<td>1074</td>
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<td>$34.00</td>
<td>$36,516.00</td>
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<td>8</td>
<td>Furnish and install 8-inch C900 DR25 PVC gravity sewer pipe via open cut (10.01-14.0' deep)</td>
<td>1,189</td>
<td>LF</td>
<td>$35.00</td>
<td>$41,615.00</td>
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<td>9</td>
<td>Furnish and install 8-inch C900 DR25 PVC gravity sewer pipe via open cut (14.01-18.0' deep)</td>
<td>650</td>
<td>LF</td>
<td>$48.00</td>
<td>$31,200.00</td>
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<td>10</td>
<td>Furnish and install 8-inch C900 DR25 PVC gravity sewer pipe via open cut (18.01-22.0' deep)</td>
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<td>LF</td>
<td>$49.00</td>
<td>$19,110.00</td>
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<td>11</td>
<td>Furnish and install 10-inch C900 DR25 PVC gravity sewer pipe via open cut (0-0.10' deep)</td>
<td>100</td>
<td>LF</td>
<td>$36.00</td>
<td>$3,600.00</td>
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<td>12</td>
<td>Furnish and install 12-inch C900 DR25 PVC gravity sewer pipe via open cut (10.01-14.0' deep)</td>
<td>1,235</td>
<td>LF</td>
<td>$40.00</td>
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<td>13</td>
<td>Furnish and install 48-inch diameter precast concrete manhole (0.00-0.80' deep)</td>
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<td>EA</td>
<td>$2,700.00</td>
<td>$13,500.00</td>
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<td>14</td>
<td>Furnish and install 48-inch diameter precast concrete manhole (10.01-10.0' deep)</td>
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<td>$2,800.00</td>
<td>$16,800.00</td>
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<td>Furnish and install 48-inch diameter precast concrete manhole (10.01-12.0' deep)</td>
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<td>$3,000.00</td>
<td>$9,000.00</td>
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<td>16</td>
<td>Furnish and install 48-inch diameter precast concrete manhole (12.01-14.0' deep)</td>
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<td>$3,200.00</td>
<td>$19,200.00</td>
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<td>Furnish and install 48-inch diameter precast concrete manhole (14.01-16.0' deep)</td>
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<td>$3,800.00</td>
<td>$11,400.00</td>
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<td>18</td>
<td>Furnish and install 48-inch diameter precast concrete manhole (16.01-20.0' deep)</td>
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<td>EA</td>
<td>$4,700.00</td>
<td>$14,100.00</td>
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<td>19</td>
<td>Furnish and install 48-inch diameter doghouse sewer manhole (18.01-20.0' deep)</td>
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<td>EA</td>
<td>$19,000.00</td>
<td>$19,000.00</td>
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<td>Item</td>
<td>Description</td>
<td>Quantity</td>
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<td>22</td>
<td>Full depth hard surface pavement saw cut</td>
<td>305</td>
<td>LF</td>
<td>$1,525.00</td>
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<td>23</td>
<td>Hard surface pavement removal and disposal</td>
<td>775</td>
<td>SY</td>
<td>$7,750.00</td>
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<td>24</td>
<td>Furnish and install 6&quot; thick fiber reinforced PCC pavement for driveway replacement</td>
<td>475</td>
<td>SY</td>
<td>$23,652.00</td>
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</tr>
<tr>
<td>25</td>
<td>Furnish and install 4&quot; thick fiber reinforced PCC pavement for sidewalk replacement</td>
<td>300</td>
<td>SY</td>
<td>$15,215.85</td>
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<tr>
<td>26</td>
<td>Furnish and install 3&quot; asphalt pavement for driveway replacement</td>
<td>7</td>
<td>TON</td>
<td>$0.00</td>
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<tr>
<td>27</td>
<td>Remove and replace 6-inch PCC barrier curb</td>
<td>90</td>
<td>LF</td>
<td>$4,455.00</td>
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<td>28</td>
<td>Furnish and install geotextile fabric</td>
<td>700</td>
<td>SY</td>
<td>$19,971.00</td>
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<td>29</td>
<td>Furnish and install #3 stone for pipe bedding, base course, and maintenance aggregate (truck ticket)</td>
<td>700</td>
<td>TON</td>
<td>$38,773.59</td>
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<tr>
<td>30</td>
<td>Furnish and install compacted sand backfill</td>
<td>1000</td>
<td>CY</td>
<td>$53,468.00</td>
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<td>31</td>
<td>Remove and replace 6-ft chain link fence</td>
<td>455</td>
<td>LF</td>
<td>$27,550.00</td>
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<td>32</td>
<td>Furnish and install 8-inch C900 DR18 restrained joint PVC water main pipe via open cut</td>
<td>1147</td>
<td>LF</td>
<td>$43,890.00</td>
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<tr>
<td>33</td>
<td>Furnish and install 6-in. C900 DR18 restrained joint PVC water main pipe via directional bore</td>
<td>180</td>
<td>LF</td>
<td>$16,200.00</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Furnish, install and tie-in new 8-inch water main piping with 8-inch tapping sleeve and valve to existing 8-inch water main</td>
<td>1</td>
<td>EA</td>
<td>$3,800.00</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Furnish and install 8-inch ductile iron gate valve with cast iron valve box and reinforced concrete pad</td>
<td>5</td>
<td>EA</td>
<td>$7,500.00</td>
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<tr>
<td>36</td>
<td>Furnish and install 8-inch ductile iron gate valve plug/inlet and identification post</td>
<td>4</td>
<td>EA</td>
<td>$1,480.00</td>
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<tr>
<td>37</td>
<td>Furnish and install 8-inch ductile iron 11.25-degree bend</td>
<td>2</td>
<td>EA</td>
<td>$950.00</td>
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<tr>
<td>38</td>
<td>Furnish and install 8-inch ductile iron 22.5-degree bend</td>
<td>8</td>
<td>EA</td>
<td>$3,840.00</td>
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<td>39</td>
<td>Furnish and install 8-inch ductile iron 90-degree bend</td>
<td>1</td>
<td>EA</td>
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<tr>
<td>40</td>
<td>Tie-in new 10-inch C900 DR18 restrained joint PVC water main pipe to existing 10-inch water main pipe</td>
<td>1</td>
<td>EA</td>
<td>$2,413.00</td>
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<tr>
<td>41</td>
<td>Furnish and install 10-inch ductile iron gate valve with cast iron valve box and reinforced, concrete pad</td>
<td>2</td>
<td>EA</td>
<td>$7,896.00</td>
<td></td>
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<tr>
<td>42</td>
<td>Furnish and install 10-inch ductile iron 11.25-degree bend</td>
<td>2</td>
<td>EA</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>43</td>
<td>Furnish and install 10-inch x 10-inchs 8-inch ductile iron tee</td>
<td>3</td>
<td>EA</td>
<td>$695.00</td>
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<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>45</td>
<td>Furnish and install fire hydrant assembly with tee, valve, valve box, and reinforced concrete pad on new 8-inch water main</td>
<td>3</td>
<td>EA</td>
<td>$3,300.00</td>
<td>$9,900.00</td>
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<tr>
<td>46</td>
<td>Furnish and install fire hydrant assembly with tee, valve, valve box, and reinforced concrete pad on new 10-inch water main</td>
<td>2</td>
<td>EA</td>
<td>$3,420.00</td>
<td>$6,840.00</td>
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<tr>
<td>47</td>
<td>Furnish, install, operate and maintain a well-point system for pipeline and manhole open cut installation</td>
<td>4000</td>
<td>LF</td>
<td>$0.30</td>
<td>$1,200.00</td>
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<tr>
<td>48</td>
<td>Remove and replace landscaping at Airline Drive bore pit locations</td>
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<td>LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<td>49</td>
<td>Cleaning, repairing and application of lining system in sewer manholes</td>
<td>345</td>
<td>VF</td>
<td>$250.00</td>
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Closeout Change Order

| WCD #1 | SWEPCO Power Pole Relocation | 1 | LS | $17,040.68 | $17,040.68 | 1.00 | $17,040.68 | $17,040.68 |
| WCD #2 | Richardson Masonary Greenacres LS Wall | 1 | LS | $32,274.00 | $32,274.00 | 1.00 | $32,274.00 | $32,274.00 |

Construction Total: $1,043,686.12

Original Contract Amount: $912,569.00

Final Change Order Total: $81,802.44
Manchac
CONSULTING GROUP INC.
City of Bossier City
Work Change Directive

Project Name: Melrose Avenue and Plantation Drive Utility Extension Project
Project Number: P20-17
Contractor: Wicker Construction
Engineer: Manchac Consulting Group, Inc.

WCD No: 1
Contract Date: 09/08/20
NTP Date: 09/08/20
Substantial Completion Date: 03/07/21

You are directed to make the following change(s) in this contract:

Changes proposed by this Work Directive are recommended as the result of:
Overhead power/transformers in conflict with new gravity sewer main, the relocation of
this power will serve as a much cleaner and safer environment for both the City Utility
Department (future maintenance) and the Greenacre Middle School attendees

1.) SWEPCO Invoice for Power Relocation

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>1.</td>
<td>SWEPCO Invoice for Power Relocation</td>
<td>$15,491.53</td>
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<tr>
<td>Total</td>
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<td>$15,491.53</td>
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Work Description:
SWEPCO Construction Means and Methods

Estimated change in Contract Price and/or Contract Time:

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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Contract Time</td>
<td>0 days</td>
</tr>
<tr>
<td>Contract Price</td>
<td>$15,491.53</td>
</tr>
</tbody>
</table>

NOTE: No additional increase in time or money will be considered for a WCD item after it has been executed.

**RECOMMENDED**

Engineer's Name: Todd Thompson
Manchac Consulting Group, Inc.
Address: 700 Ogilvie St.
Bossier City, LA 71111

**ACCEPTED**

Contractor's Name: Anthony Cameron
Wicker Construction
Address: 9640 Wallace Lake Rd
Shreveport, LA 71106

**APPROVED**

Owner's Name: Pam Glorioso
City of Bossier City, LA
Address: P.O. Box 5337
Bossier City, LA 71171 - 5337

By: [Signature]
Date: 9/17/20

Attachments: All supporting documentation for each item.
**Work Change Directive**

**DATE:** February 8, 2021

**PROJECT:** Melrose Ave and Plantation Drive Utility Extension Project

**PROJECT NUMBER:** P20-17

**GENERAL CONTRACTOR:** Wicker Construction, INC.

**SUBCONTRACTOR:** Manchac

**WORK DESCRIPTION:** Swepco Relocation/Greenacres LS Retaining Wall Restoration

### EQUIPMENT

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<th>UNITS</th>
<th>COST</th>
<th>AMOUNT</th>
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### LABOR (Rates will need supporting documents)

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<tr>
<td><strong>SUBTOTAL</strong></td>
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### MATERIALS (supporting documents will be required)

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<tr>
<td><strong>SUBTOTAL</strong></td>
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### SUBCONTRACTORS

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<th>UNIT</th>
<th>COST</th>
<th>AMOUNT</th>
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<tr>
<td>Swepco Power Pole Relocations along Greenacres Middle School</td>
<td>1</td>
<td>$15,491.53</td>
<td>$15,491.53</td>
</tr>
<tr>
<td>Richardson Masonry for Greenacres LS Wall</td>
<td>1</td>
<td>$29,340.00</td>
<td>$29,340.00</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
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<td>$44,831.53</td>
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</table>

**SUBCONTRACTOR COST**

| 10% O & P                     | \$4,483.15 |
| **SUBTOTAL**                  | \$49,314.68 |

**TOTAL COST** \$49,314.68

---

**Anthony Cameron**

02/09/21
INVOICE

Bill to: ANTHONY CAMERON
        CITY OF BOSSIER
        PO BOX 5337
        BOSSIER CITY, La. 71171

Invoice: JVB

Invoice Amount: $15,491.53

Date: 

Remit payment & this form to:
AEP-Southwestern Electric Power Company
att: Shantell Parker
6130 Union St
Shreveport, LA 71108

Job Location:
AIRLINE LIFT STATION
2224 AIRLINE
BOSSIER 71111

Requested By:
ANTHONY CAMERON
CITY OF BOSSIER
PO BOX 5337
BOSSIER CITY, La. 71171

<table>
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<tr>
<th>Line #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Amount</th>
<th>Net Amount</th>
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<td>RELOCATE POLES</td>
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<td>15491.53</td>
<td>15491.53</td>
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<td>2</td>
<td>FOR SEWER PROJECT</td>
<td>3</td>
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<tr>
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</tr>
</tbody>
</table>

TOTAL AMOUNT DUE: $15,491.53

Questions ???
JOHN BATES 3188622085 phone 3188622085 phone
Customer Design . fax
You are directed to make the following change(s) in this contract:

Changes proposed by this Work Directive are recommended as the result of:
Overhead power/transformers in conflict with new gravity sewer main, therefore we cored directly into the LS, this required for the retaining wall to be replaced

1.) Richardson Masonry

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>( \text{Total S} )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Lift Station Retaining Wall</td>
<td>( \text{S} 29,340.00 )</td>
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</tbody>
</table>

Estimated change in Contract Price and/or Contract Time:

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<tr>
<th>Contract Time</th>
<th>0 days</th>
<th>(increase)</th>
<th>(decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>( \text{S} 29,340.00 )</td>
<td>( \text{S} 29,340.00 )</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** No additional increase in time or money will be considered for a WCD item after it has been executed.

**RECOMMENDED**

- **Engineer's Name:** Todd Thompson
- **Contractor's Name:** Anthony Cameron
- **Address:** 700 Ogilvie St, Bossier City, LA 71111
- **By:** [Signature]
- **Date:** 02/09/21

**ACCEPTED**

- **Engineer's Name:** Todd Thompson
- **Contractor's Name:** Anthony Cameron
- **Address:** 9640 Wallace Lake Rd, Shreveport, LA 71106
- **By:** [Signature]
- **Date:** 02/09/21

**APPROVED**

- **Owner's Name:** Pam Glorioso
- **Address:** P.O. Box 5337, Bossier City, LA 71171 - 5337
- **By:** [Signature]
- **Date:** 02/09/21

**Attachments:** All supporting documentation for each item.
**INVOICE**

**BILL TO**

WICKER CONSTRUCTION INC.
P.O. BOX 6765
9640 WALLACE LAKE RD.
SHREVEPORT, LA 71136
318-688-0610 FAX-688-4998

**DATE** | **INVOICE #**
--- | ---
1/25/2021 | 5907

**PROJECT** | **TERMS** | **DESCRIPTION** | **AMOUNT**
--- | --- | --- | ---
GREENACRES LIFT STATION | Due on receipt | **LOCATION: GREENACRES LIFT STATION** | 
**INVOICE** | **MATERIALS AND LABOR PER PROPOSAL R-6575** | | 26,870.00
**INVOICE** | **CHANGE ORDER #1 FROM EMAIL DATED 12/08/2020** | | 2,470.00
**FEES** | Accounts not paid within terms are subject to a 1.5% monthly finance charge. | 

**THANK YOU! WE REALLY APPRECIATE YOUR BUSINESS!**

**Total** | **$29,340.00**

Specializing In Commercial & Residential

reception@richardsonmasonry.com
AGENDA ITEM FACT SHEET

TITLE:

ADOPT A RESOLUTION TO APPROVE REPORT OF RECONCILIATION FOR THE SHED @ MEADOWVIEW PROJECT, ORDINANCE 134 OF 2020, WITH A DECREASE IN PROJECT COST OF $629.42.

EXPLANATION OF PROPOSAL:
This report reconciles all project costs and related changes proposed and recommended, including the attached Change Order 1.

COST/BUDGET DATA:
Ordinance 134/2020: $459,000.00; Amount of reconciliation: $629.42; Total Construction Cost: $457,990.58

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME
Agenda Meeting.

SPONSOR: Pamela M. Glorioso, C.A.O

DATE: March 5, 2021

RECOMMENDED BY
Lorenz Walker, Mayor

COUNCIL
March 9, 2021

DATE TO BE PUT ON AGENDA:
March 9, 2021
The following Ordinance offered and adopted:

RESOLUTION NO. _____ OF 2021

ADOPT A RESOLUTION TO APPROVE REPORT OF RECONCILIATION FOR THE SHED @ MEADOWVIEW PROJECT, ORDINANCE 134 OF 2020, WITH A DECREASE IN PROJECT COST OF $629.42.

WHEREAS; Ordinance No. 134 of 2020 appropriated $459,000.00 to come from the Sewer Capital and Contingency Fund; and

WHEREAS; the total project costs, including an increase in Contract price to Wicker Construction via Change Order No. 1 in the amount of $245,990.58 left a surplus of funds in Ordinance 134 of 2020 of $629.42; and

WHEREAS; one hundred (100) days were deducted from the contract via Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to amend the Construction Contract for an increase in price of $245,990.58 and a decrease of one hundred (100) days, and there will be a surplus of $629.42 in funding for this project as described.

The above and foregoing Report was read in full at open and legal session convened, was on motion of ____________, and seconded by _______________, and adopted on the 9th, day of March, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

__________________________
David Montgomery, Jr., President

__________________________
Phyllis McGraw, City Clerk
CHANGE ORDER

Order No.:   ONE
P. O. No.:   P20-27
Date:   March 5, 2021
Agreement Date:   December 14, 2020

NAME OF PROJECT:   Shed Road @ Meadowview Gravity Main Repairs
Project # P20-27

OWNER:   City of Bossier City
CONTRACTOR:   Pulley Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Changes proposed are recommended as the result of Work Change Directives #s 1-2 and reconciliation of final QTYs (See attachments for breakdown)

Original CONTRACT PRICE:   $212,000.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:   N/A
CONTRACT PRICE due to this CHANGE ORDER will be increased by:   $245,990.58
The new CONTRACT PRICE including this CHANGE ORDER will be:   $457,990.58

Change to CONTRACT TIME:
The CONTRACT TIME will be decreased 100 days by this Change Order.

Approvals:
Justification Supported:
Funds Available:
CONTRACTOR:   See attached
CITY ENGINEER:   See attached
MAYOR:

Signature:   Purchasing Agent
Signature:   Director of Finance
You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

Changes proposed by this Contract Change Order No. 1 are recommended as the result of:

This Change Order Includes the following items:
- Work Change Directive #1 - includes 3 items: $156,500.00
- Work Change Directive #2 - includes 3 items: $16,267.58
- Reconciliation of final QTY's: $73,223.00

Total $245,990.58

The Original Contract Sum: $212,000.00
Total Changes by Previous Change Order(s) (increased) (decreased) (unchanged) by: $245,990.58
Current Contract Amount: $245,990.58
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order: $245,990.58
New Contract Sum Incorporating this Change Order: $457,990.58

Original Substantial Completion Date: 6/12/2021
Previous Substantial Completion Date:
Substantial Completion Date will be (increased) (decreased) (unchanged) days by this Change Order: 100
New Substantial Completion Date incorporating this Change Order: 03/04/21

RECOMMENDED
Engineer's Name: Todd Thompson
Manchac Consulting Group, Inc.
Address: 700 Ogilvie Street
Bossier City, LA 71111
By: [Signature]
Date: 03/05/21

ACCEPTED
Contractor's Name: Thomas Pulley
Pulley Construction, Inc.
Address: 912 Mullard Bend
Bossier City, La. 71111
By: [Signature]
Date: 03/17/21

APPROVED
Owner: Mayor Lorenz J. Walker
City of Bossier City, La.
Address: P.O. Box 5337
Bossier City, LA 71171 - 5337
By: [Signature]
Date: 03/09/2021
### Shed @ Meadowview Sewer Main Replacement Project

#### Construction Budget Tracking Sheet

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Pulley Construction (PO#201379)</strong></td>
<td>1</td>
<td>N/A</td>
<td>$212,000.00</td>
<td>$212,000.00</td>
</tr>
<tr>
<td><strong>Additional Project Cost (Property Acquisition, Design, Etc.)</strong></td>
<td>1</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$212,000.00</td>
</tr>
<tr>
<td><strong>Additional Items Required For Project Completion (Not Included in Original Scope of Work)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnish and Install 48&quot; Dia. Manhole W/ 12&quot; Timber Poles, 12&quot; HDPE Sewer Main Via HDD and Flowable Fill Existing 8&quot; Sewer Main</td>
<td>1</td>
<td>LS</td>
<td>$156,500.00</td>
<td>$156,500.00</td>
</tr>
<tr>
<td>Relocating bypass Discharge due to Sand in Wetwell, Additional Bypass Pumping of 8&quot; Main Along Shed Rd East of LS, Replacement of 15&quot; RCP Due to Unknown Rock and Creosote Timbers</td>
<td>1</td>
<td>LS</td>
<td>$16,267.58</td>
<td>$16,267.58</td>
</tr>
<tr>
<td>Reconciliation of Qtys</td>
<td>1</td>
<td>LS</td>
<td>$73,223.00</td>
<td>$73,223.00</td>
</tr>
<tr>
<td>Ardaman Testing</td>
<td>1</td>
<td>LS</td>
<td>$380.00</td>
<td>$380.00</td>
</tr>
<tr>
<td><strong>Change Order No. 1 Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$245,990.58</td>
</tr>
<tr>
<td><strong>Total Additional Work</strong></td>
<td></td>
<td></td>
<td></td>
<td>$246,370.58</td>
</tr>
<tr>
<td><strong>Total Amended PO for Pulley Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td>$457,990.58</td>
</tr>
<tr>
<td><strong>Total Construction Funds Approved by COBC (Ordinance 134 of 2020)</strong></td>
<td></td>
<td></td>
<td></td>
<td>$459,000.00</td>
</tr>
<tr>
<td><strong>Remaining Funds For Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td>$629.42</td>
</tr>
</tbody>
</table>
### Project Details

**Project Name:** Shed Road @ Meadowview Gravity Main Repairs  
**WCD No.:** 1  
**Contract Date:** 12/14/20  
**NTP Date:** 12/14/20  
**Substantial Completion Date:** 06/12/20

### Changes Proposed

<table>
<thead>
<tr>
<th>Change Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Line Item #2 - Open Cut 8”</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>Removal of Line Item #4 - 8” Pipe Burst</td>
<td>$16,800.00</td>
</tr>
<tr>
<td>Addition of Line Item #26 - 3 48” MHs</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Addition of Line Item #27 - 323LF of 12 HDPE via HDD and Flowable Fill Existing 8” Sewer</td>
<td>$80,750.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$129,350.00</strong></td>
</tr>
</tbody>
</table>

### Work Description

New 12” Lines from Shed/Meadowview to Lift Station MH via Bore/Open Cut and 3 new Manholes

### Estimated Change in Contract Price and/or Contract Time

<table>
<thead>
<tr>
<th>Change</th>
<th>Contract Time</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 days</td>
<td><strong>$129,350.00</strong></td>
<td>(increase) (decrease)</td>
</tr>
</tbody>
</table>

### Notes

**NOTE:** No additional increase in time or money will be considered for a WCD item after it has been executed.

### Signatures

**Engineer’s Name:** Todd Thompson  
**Contractor’s Name:** Thomas Pulley  
**Owner’s Name:** Pam Glorioso

### Addresses

Manchac Consulting Group, Inc.  
Address: 16542 S. Glenstone Place  
Baton Rouge, LA 70810  

Pulley Construction, Inc.  
Address: 912 Mallard Bend  
Bossier City, LA 71111

City of Bossier City, La.  
Address: P.O. Box 5337  
Bossier City, LA 71171 - 5337

### Attachments

All supporting documentation for each item.
City of Bossier City

Work Change Directive

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Shed Road @ Meadowview Gravity Main Repairs</th>
<th>WCD No.:</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td>P20-27</td>
<td>Contract Date:</td>
<td>12/14/20</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Pulley Construction, Inc.</td>
<td>NTP Date:</td>
<td>12/14/20</td>
</tr>
<tr>
<td>Engineer:</td>
<td>Manchac Consulting Group, Inc.</td>
<td>Substantial Completion Date:</td>
<td>06/12/21</td>
</tr>
</tbody>
</table>

You are directed to make the following change(s) in this contract:

Changes proposed by this Work Directive are recommended as the result of:
3 separate items

Total $ 16,267.58

Work Description:
Relocating bypass Discharge due to Sand in Wetwell, Additional Bypass Pumping of 8" Main Along Shed Rd East of LS, Replacement of 15" RCP Due to Unknown Rock and Creosote Timbers

Estimated change in Contract Price and/or Contract Time:

<table>
<thead>
<tr>
<th>Contract Time</th>
<th>100 days</th>
<th>(increase) (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>$ 16,267.58</td>
<td>(increase) (decrease)</td>
</tr>
</tbody>
</table>

**NOTE:** No additional increase in time or money will be considered for a WCD item after it has been executed.

<table>
<thead>
<tr>
<th>RECOMMENDED</th>
<th>ACCEPTED</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer's Name: Todd Thompson</td>
<td>Contractor's Name: Thomas Pulley</td>
<td>Owner's Name: Pam Glorioso</td>
</tr>
<tr>
<td>Address: 10542 S. Glenstone Place</td>
<td>Address: 912 Mallard Bend</td>
<td>Address: P.O. Box 5337</td>
</tr>
<tr>
<td>Baton Rouge, La. 70810</td>
<td>Bossier City, La. 71111</td>
<td>Bossier City, La. 71171 - 5337</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Date: 3/04/21</td>
<td>Date: 3/5/21</td>
<td>Date: 03/05/21</td>
</tr>
</tbody>
</table>

Attachments: All supporting documentation for each item.
**ITEM #1 - Relocating Bypass Discharge due to Sand in Wetwell**

See attached [1] T&M Sheet - Due to a large amount of sand entering the wetwell from City sewer mains outside of the project scope Pulley was forced to relocate the previously setup and installed bypass setup from dumping directly into the wetwell to pump directly into the lift station header pipe due to the large amount of sand making the lift station pumps inoperable. Pulley had to gather and assemble the necessary flanged fittings from their office in order to connect both bypass discharges into the existing lift station header piping.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ITEM #2 - Additional Bypass Pumping at 8' Main Along Shed Rd East of LS**

See attached [1] T&M Sheet - Additional bypassing of the 8’ main along Shed Rd on the west side of the ditch due to water flowing on the City to clear out the wetwell and get the lift station operational due to the large amount of sand entering the wetwell from City sewer mains outside of the scope of the project. Pulley connected the existing 8’ main at the wye manhole near the lift Station on 1/14/21, by connecting this Pulley should have been able to take the 8’ line off bypass and let the sewer flow into the lift station. Pulley was able to let sewer begin flowing through the line into the lift station on 1/20/2021 once the City was able to get the station back operational.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ITEM #3 - Replacement of 12' RCP Storm Drain due to unknown rock and creosote timbers**

See attached [1] T&M Sheet - During the installation of the 12’ Sewer main along Shed Rd Pulley encountered unknown and unknown large diameter rock and creosote timbers that forced Pulley to dig a larger bore pit than previously required. By digging this larger pit Pulley was forced to remove a portion of 12' RCP Storm Drain. Following the installation of the sewer main Pulley replaced the 12' RCP and placed concrete collar at the connection.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>LINE ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,367.68</td>
</tr>
</tbody>
</table>

**TOTAL**
Project Title: Shed Rd and Meadowview Gravity Repairs  
Report Date: 1/5/2021

Work Performed:
Due to a large amount of sand entering the wetwell from City sewer mains outside of the project scope Pulley was forced to relocate the previously setup and installed bypass setup from dumping directly into the wetwell to pump directly into the lift station header pipe due to the large amount of sand making the lift station pumps inoperable. Pulley had to gather and assemble the necessary flanged fittings from their office in order to connect both bypass discharges into the existing lift station header piping.

**STATEMENT OF EQUIPMENT AND LABOR**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
<th>Classification and Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>34 Ton Excavator</td>
<td>4.0</td>
<td>180.00</td>
<td>$720.00</td>
<td>Supervisor</td>
<td>4.0</td>
<td>220.00</td>
<td>$980.00</td>
</tr>
<tr>
<td>34 Ton Excavator</td>
<td>4.0</td>
<td>180.00</td>
<td>$720.00</td>
<td>Employee</td>
<td>4.0</td>
<td>220.00</td>
<td>$980.00</td>
</tr>
<tr>
<td>34 Ton Front End Loader</td>
<td>4.0</td>
<td>120.00</td>
<td>$480.00</td>
<td>Supervisor</td>
<td>4.0</td>
<td>200.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>4x4 Truck</td>
<td>4.0</td>
<td>125.00</td>
<td>$500.00</td>
<td>Driver</td>
<td>4.0</td>
<td>150.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>4x4 Truck with Trailer</td>
<td>4.0</td>
<td>120.00</td>
<td>$480.00</td>
<td>Labor</td>
<td>4.0</td>
<td>150.00</td>
<td>$600.00</td>
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<tr>
<td>Foreman</td>
<td>4.0</td>
<td>75.00</td>
<td>$300.00</td>
<td>Supervisor</td>
<td>4.0</td>
<td>75.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Total Equipment: $1,760.00  
Total Labor: $5,144.56

**MATERIAL SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Labor & Material Cost: $1,444.56  
Labor & Material Mark-up @15%: $216.68  
Total Equipment Cost: $1,760.00  
Equipment Mark-up @15%: $264.00  
Subcontractors: $ -  
Subcontractor Mark-up @ __ %: $ -  
Subtotal: $3,685.24  
Subtotal: Bond & Insurance @ 0%: $221.11  
Daily Total: $3,906.36

Dailly Report of Force Account Work
Shed Rd and Meadowview Gravity Repairs
Project Title: Shed Rd and Meadowview Gravity Repairs
Report Date: 1/5/2021

Work Performed:
Due to a large amount of sand entering the wetwell from City sewer mains outside of the project scope Pulley was forced to relocate the previously setup and installed bypass setup from dumping directly into the wetwell to pump directly into the lift station header pipe due to the large amount of sand making the lift station pumps inoperable. Pulley had to gather and assemble the necessary flanged fittings from their office in order to connect both bypass discharges into the existing lift station header piping.
Additional bypassing of the 8" line along Shed Rd on the East Side of the drainage ditch due to waiting on the City to clean out the wetwell and get the lift station pumps back operational due to the large amount of sand entering the wetwell from City sewer mains outside of the scope of the project. Pulley connected the existing 8" main at the wye manhole near the Lift Station on 1/14/21, by connecting this Pulley should have been able to take the 8" line off bypass and let the sewer flow into the wetwell. Pulley was able to let sewer begin flowing through the 8" line and into wetwell on 1/20/21 once the city was able to get the station back operational.

### Equipment & Labor

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; Bypass Pump</td>
<td>1.0</td>
<td>$833.76</td>
<td>$833.76</td>
<td>1.0</td>
<td>$183.37</td>
</tr>
<tr>
<td>Suction Hoses, Discharge Hoses, &amp; Fittings</td>
<td>1.0</td>
<td>$450.00</td>
<td>$450.00</td>
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<td></td>
</tr>
</tbody>
</table>

Total Equipment: $1,233.76

Total Labor: $183.37

### Materials & Subcontractors

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
</table>

Total: $0

Total Labor & Material Cost: $1,417.13

Labor & Material Markup @15%: $212.57

Total Equipment Cost: $1,233.76

Equipment Markup @ 15%: $183.37

Subcontract: $-

Subcontractor Markup @ _-_%: $-

Subtotal: $1,417.13

Bond & Insurance @ 6%: $84.63

Daily Total: $1,501.76

1/14/2021 thru 1/20/2021 Additional Bypass Pumping - (Daily Rate x 6 Days) $10,013.82
DAILY REPORT OF FORCE ACCOUNT WORK

Project Title: Shed Rd and Meadowview Gravity Repairs

Report Date: 2/4/2021

Work Performed:
During the installation of the new 12" Sewer main along Shed Rd Pulley encountered some unknown large diameter rock and concrete timmers that forced Pulley to dig a larger boring pit than previously required. By digging this larger pit Pulley was forced to removed a portion of 15" RCP Storm drain. Following the installation of the sewer main Pulley replaced the 15" RCP and placed concrete collers at the connections.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 Ton Excavator</td>
<td>2,50</td>
<td>$250.00</td>
</tr>
<tr>
<td>4x4 Truck with Trailer</td>
<td>35</td>
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<tr>
<td>Total Equipment</td>
<td>$285.00</td>
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</table>

STATEMENT OF EQUIPMENT AND LABOR

<table>
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<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>15</td>
<td>2,0</td>
<td>$250.00</td>
</tr>
<tr>
<td>Labor</td>
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<td>2,0</td>
<td>$200.00</td>
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<tr>
<td>Total</td>
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<td>2,0</td>
<td>$450.00</td>
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<table>
<thead>
<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Concrete</td>
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<td>$675.00</td>
</tr>
<tr>
<td>15&quot; RCP</td>
<td>$451.00</td>
<td>$451.00</td>
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<tr>
<td>Total</td>
<td>$1,126.00</td>
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</table>

Total Labor & Material Cost: $1,649.68
Subtotal: $2,014.50
Subtotal: Road & Insurance @ 6%: $120.87
Daily Total: $2,147.45
<table>
<thead>
<tr>
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<th>QUANTITY</th>
<th>UOM</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>02/04/21</td>
<td>3.00</td>
<td>CY</td>
<td>838752-17</td>
<td>3000 1' LS WRA AE</td>
<td>125.00</td>
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<td>375.00</td>
</tr>
<tr>
<td>02/04/21</td>
<td>1.00</td>
<td>EA</td>
<td>DELIVERY-1</td>
<td>DELIVERY CHARGE</td>
<td>300.00</td>
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<td>300.00</td>
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</tbody>
</table>

**Sub-Total**

|               | 675.00   |

**Sales Tax-400**

|               | 63.70    |

**Total Cubic Yards 3.00**

**Net Due 10th**

**PAY THIS AMOUNT**

738.79

A Finance Charge of 1½% per month charged on all past due balances.
# CITY OF BOSSIER-PULLEY CON AGT

**912 MALLARD BEND**  
**BOSSIER CITY LA 71111**

---

**INVOICE**

**INVOICE**

**BUILDERS SUPPLY COMPANY, INC.**  
P.O. BOX 296, SHREVEPORT, LA 71162  
PHONE 318-222-3771, FAX 318-429-8280

---

**OVER INVOICE**

**INVOICE**

**INVOICE**

---

**CITY OF BOSSIER-PULLEY CONST.**  
**MEADOWVIEW DR JOB**

**2046**

---

**INVOICE DATE**  
**02/04/2021**

**INVOICE #**  
**361565**

**CREDIT #**  
**1**

---

**CUSTOMER #**  
**72182**

**PROJECT #**  
**97**

---

** Đặc biệt**

**DELIVERY ADDRESS**

**SALESMAN**

**ZONE NO**

**R.O. NUMBER**

**CUSTOMER JOB #**

---

**MEADOWVIEW DR JOB**  
**BOSSIE C Toms**

---

<table>
<thead>
<tr>
<th>DATE</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>T/L</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/04/21</td>
<td>2.00</td>
<td>EA 700-3384-1</td>
<td>PIPE-15&quot; X 8&quot;</td>
<td>CON 1193819</td>
<td>225.50</td>
<td></td>
<td>451.00</td>
</tr>
</tbody>
</table>

---

**Sub-Total**  
**451.00**

**Sales Tax-200**  
**0.00**

---

**PAY THIS AMOUNT**  
**451.00**

---

**TERMS**

**Net Due 10th**

---

A Finance Charge of 15% per month charged on all past due balances.
AGENDA ITEM FACT SHEET

THIS COMPLETED FORM PLUS ORDINANCE/RESOLUTION (IF APPLICABLE) AND ANY OTHER PERTINENT DATA MUST BE PRESENTED TO THE CITY CLERK BY NOON ONE (1) DAY PRIOR TO AGENDA MEETING.

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>A RESOLUTION AUTHORIZING THE HIRING OF A UTILITY WORKER FOR WASTEWATER TREATMENT PLANT IN PUBLIC UTILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPLANATION OF PROPOSAL:</td>
<td>Replacing due to termination</td>
</tr>
<tr>
<td>COST/BUDGET DATA:</td>
<td>As approved in the current year’s budget.</td>
</tr>
<tr>
<td>TIME DEADLINES:</td>
<td>Council Meeting</td>
</tr>
<tr>
<td>SPONSOR:</td>
<td>Pam Glorioso, CAO</td>
</tr>
<tr>
<td>DATE:</td>
<td>2-23-21</td>
</tr>
<tr>
<td>NOTED</td>
<td>RECOMMENDED BY: Lorenz Walker, Mayor</td>
</tr>
<tr>
<td>COUNCIL DISTRICT:</td>
<td></td>
</tr>
<tr>
<td>DATE TO BE PUT ON AGENDA:</td>
<td></td>
</tr>
</tbody>
</table>

Revised July 30, 2013
The following Resolution offered and adopted:

RESOLUTION ___ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF A UTILITY WORKER FOR THE WASTEWATER TREATMENT PLANT IN THE PUBLIC UTILITIES.

WHEREAS, Ordinance No. 21 of 2018 implemented a requirement assuring that the City department budgets not be exceeded by any hiring of any personnel; and

WHEREAS, the position of Utility Worker is vacant due to termination; and

WHEREAS, the administration and the department assures that all current budgets have been verified and that no authorized salary has been exceeded; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to proceed with hiring procedures for the fulfillment of this position.

The above and foregoing Resolution was read in full at open and legal session convened, was on motion of ___________________ and seconded by ___________________, and adopted on the ____________, day of ____________, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

______________________________, Council President

Phyllis McGraw, City Clerk
## City of Bossier City

### Revenue by Fund

**February 2021**

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>February 2021</th>
<th>February 2020</th>
<th>February 2021 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>General Fund</td>
<td>4,013,823</td>
<td>4,404,593</td>
<td>10,049,007</td>
</tr>
<tr>
<td>230</td>
<td>Civic Center Fund</td>
<td>898</td>
<td>28,757</td>
<td>19,927</td>
</tr>
<tr>
<td>235</td>
<td>Hotel Motel Taxes Fund</td>
<td>29,546</td>
<td>33,448</td>
<td>83,389</td>
</tr>
<tr>
<td>240</td>
<td>1991 Fire Improv &amp; Opera</td>
<td>211,549</td>
<td>213,410</td>
<td>512,149</td>
</tr>
<tr>
<td>250</td>
<td>1991 Jail &amp; Municipal Bld</td>
<td>113,054</td>
<td>114,103</td>
<td>273,828</td>
</tr>
<tr>
<td>260</td>
<td>1991 Streets &amp; Drainage</td>
<td>203,686</td>
<td>205,575</td>
<td>493,346</td>
</tr>
<tr>
<td>400</td>
<td>Sales Tax Capital Fund</td>
<td>213,362</td>
<td>220,268</td>
<td>2,280,611</td>
</tr>
<tr>
<td>410</td>
<td>Parkway Capital Fund</td>
<td>344,696</td>
<td>351,935</td>
<td>1,007,518</td>
</tr>
<tr>
<td>480</td>
<td>Riverboat Capital Fund</td>
<td>983,360</td>
<td>855,331</td>
<td>1,791,219</td>
</tr>
<tr>
<td>600</td>
<td>Water Fund</td>
<td>1,181,697</td>
<td>1,102,437</td>
<td>2,402,759</td>
</tr>
<tr>
<td>601</td>
<td>Sewer Fund</td>
<td>1,480,258</td>
<td>1,544,515</td>
<td>2,972,895</td>
</tr>
<tr>
<td>610</td>
<td>Emergency Medical Service</td>
<td>546,427</td>
<td>692,270</td>
<td>1,769,165</td>
</tr>
<tr>
<td>620</td>
<td>Public Service and Sanitation</td>
<td>545,252</td>
<td>540,608</td>
<td>1,127,338</td>
</tr>
<tr>
<td>625</td>
<td>Alternative Fuel Station Fund</td>
<td>65,598</td>
<td>36,362</td>
<td>102,708</td>
</tr>
<tr>
<td>800</td>
<td>Sales Tax Fund</td>
<td>10,739,384</td>
<td>11,075,402</td>
<td>24,740,584</td>
</tr>
<tr>
<td>810</td>
<td>Riverboat Gaming Trust</td>
<td>19,946</td>
<td>274,695</td>
<td>44,152</td>
</tr>
<tr>
<td>820</td>
<td>Public Safety &amp; Health Trust</td>
<td>1,160</td>
<td>151,218</td>
<td>13,312</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>20,693,598</strong></td>
<td><strong>21,844,928</strong></td>
<td><strong>49,683,908</strong></td>
</tr>
</tbody>
</table>

City of Bossier Sales Tax Collections - Cash Basis

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9,290,210</td>
<td>8,448,573</td>
<td>110%</td>
</tr>
</tbody>
</table>

General Fund Sales Tax

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4,197,232</td>
<td>3,578,720</td>
<td>114%</td>
</tr>
</tbody>
</table>

$3 CenturyLink Fee

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Percent</th>
</tr>
</thead>
</table>
# City of Bossier City

## Expenses by Fund

February 2021

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>February 2021</th>
<th>February 2020</th>
<th>Actual</th>
<th>Budget</th>
<th>January YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>General Fund</td>
<td>4,307,411</td>
<td>4,390,097</td>
<td>8,544,166</td>
<td>10,413,388</td>
<td>82%</td>
</tr>
<tr>
<td>200</td>
<td>Metropolitan Planning Commission</td>
<td>43,388</td>
<td>58,844</td>
<td>81,884</td>
<td>113,026</td>
<td>72%</td>
</tr>
<tr>
<td>230</td>
<td>Civic Center Fund</td>
<td>28,718</td>
<td>31,107</td>
<td>58,338</td>
<td>67,612</td>
<td>86%</td>
</tr>
<tr>
<td>600</td>
<td>Water Fund</td>
<td>1,201,819</td>
<td>1,164,236</td>
<td>2,119,671</td>
<td>2,311,659</td>
<td>92%</td>
</tr>
<tr>
<td>601</td>
<td>Sewer Fund</td>
<td>1,380,910</td>
<td>1,353,020</td>
<td>2,490,202</td>
<td>2,685,780</td>
<td>93%</td>
</tr>
<tr>
<td>610</td>
<td>EMS Fund</td>
<td>543,585</td>
<td>609,381</td>
<td>1,029,840</td>
<td>1,312,698</td>
<td>78%</td>
</tr>
<tr>
<td>620</td>
<td>Public Service and Sanitation</td>
<td>492,189</td>
<td>489,698</td>
<td>622,099</td>
<td>1,239,470</td>
<td>50%</td>
</tr>
<tr>
<td>625</td>
<td>Alternative Fuel Station Fund</td>
<td>50,767</td>
<td>49,981</td>
<td>62,558</td>
<td>77,918</td>
<td>80%</td>
</tr>
<tr>
<td>800</td>
<td>Sales Tax Fund</td>
<td>94,450</td>
<td>74,976</td>
<td>155,366</td>
<td>183,308</td>
<td>85%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>8,143,237</strong></td>
<td><strong>8,221,341</strong></td>
<td><strong>15,164,124</strong></td>
<td><strong>18,404,859</strong></td>
<td><strong>82%</strong></td>
</tr>
</tbody>
</table>

---

**MONTHLY FINANCIALS: 00002**
# COMPARATIVE REPORT

**TO:** Mayor Walker  
**FROM:** Bossier City - Parish Sales Tax Division  
**SUBJECT:** Sales Tax Collection during February 2021  

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/28/2021 Collections</td>
<td>$3,901,650</td>
<td></td>
</tr>
<tr>
<td>2/29/2020 Collections</td>
<td>$3,876,536</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$25,114</td>
<td>0.6%</td>
</tr>
<tr>
<td>2/28/2021 YTD Collections</td>
<td>$9,290,210</td>
<td></td>
</tr>
<tr>
<td>2/29/2020 YTD Collections</td>
<td>$8,887,972</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$403,138</td>
<td>4.5%</td>
</tr>
<tr>
<td>2/28/2021 Collections include state check of</td>
<td>$324,744</td>
<td></td>
</tr>
<tr>
<td>2/29/2020 Collections include state check of</td>
<td>$295,543</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$29,201</td>
<td>9.9%</td>
</tr>
<tr>
<td>2/28/2021 YTD Collections include state check of</td>
<td>$581,585</td>
<td></td>
</tr>
<tr>
<td>2/29/2020 YTD Collections include state check of</td>
<td>$544,850</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$36,735</td>
<td>6.7%</td>
</tr>
</tbody>
</table>

February Audit Collections $73,806  
February Audit Collections YTD $151,828  
February Compliance Collections $133,434  
February Compliance Collections YTD $347,747  

This report includes amounts from DMV checks.
## 2021 BUDGET
**MANNING TABLE REPORT**

February 2021

<table>
<thead>
<tr>
<th>Department</th>
<th>Current Manning</th>
<th>Budget 2021 Manning</th>
<th>Variance</th>
<th>Monthly Expense including Benefits</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CITY COUNCIL</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 MUNICIPAL ADMINISTRATION</td>
<td>4</td>
<td>4</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 FINANCE DEPARTMENT</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 PURCHASING DIVISION</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 HUMAN RESOURCES DEPARTMENT</td>
<td>4</td>
<td>4</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 CITY ATTORNEY</td>
<td>4</td>
<td>4</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 CITY COURT</td>
<td>13</td>
<td>13</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 CITY MARSHAL</td>
<td>14</td>
<td>14</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 COMMUNITY DEVELOPMENT</td>
<td>3</td>
<td>3</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 GARAGE</td>
<td>15</td>
<td>15</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 MUNICIPAL BUILDING</td>
<td>6</td>
<td>6</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 INFORMATION SERVICES</td>
<td>7</td>
<td>8</td>
<td>(1)</td>
<td>6,204.00</td>
<td>Head count only/pd WC</td>
</tr>
<tr>
<td>15 ENGINEERING DEPARTMENT</td>
<td>9</td>
<td>9</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 TRAFFIC ENGINEERING</td>
<td>5</td>
<td>6</td>
<td>(1)</td>
<td>3,300.00</td>
<td></td>
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<tr>
<td>17 PERMITS &amp; INSPECTIONS DIVISION</td>
<td>10</td>
<td>10</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 POLICE DEPARTMENT</td>
<td>194</td>
<td>207</td>
<td>(13)</td>
<td>37,844.41</td>
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<tr>
<td>21 FIRE DEPARTMENT</td>
<td>199</td>
<td>206</td>
<td>(7)</td>
<td>30,979.67</td>
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<tr>
<td>22 PUBLIC WORKS DEPARTMENT</td>
<td>3</td>
<td>3</td>
<td>-</td>
<td></td>
<td></td>
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<tr>
<td>26 STREET DIVISION</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>Head count only/pd WC</td>
<td></td>
</tr>
<tr>
<td>27 WASTE DISPOSAL DIVISION</td>
<td>15</td>
<td>14</td>
<td>1</td>
<td>Head count only/pd WC</td>
<td></td>
</tr>
<tr>
<td>28 HERBICIDE/ MOSQUITO CONTROL</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29 STREET SWEEPING &amp; GRASS CUTTING</td>
<td>9</td>
<td>12</td>
<td>(3)</td>
<td>11,220.00</td>
<td></td>
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<tr>
<td>30 ANIMAL CONTROL</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td></td>
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<tr>
<td>32 PARKS &amp; RECREATION DEPARTMENT</td>
<td>26</td>
<td>27</td>
<td>(1)</td>
<td>3,325.83</td>
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<tr>
<td>51 METROPOLITAN PLANNING COMMISSION</td>
<td>7</td>
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<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54 CIVIC CENTER</td>
<td>2</td>
<td>3</td>
<td>(1)</td>
<td>3,300.00</td>
<td></td>
</tr>
<tr>
<td>61 WATER ADMINISTRATION</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63 WATER TREATMENT PLANT</td>
<td>14</td>
<td>14</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64 WATER TRANSMISSION &amp; DISTRIBUTION</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66 CUSTOMER SERVICE</td>
<td>18</td>
<td>17</td>
<td>1</td>
<td>Head count only/retired</td>
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<tr>
<td>72 RED RIVER WASTE WATER TREATMENT PLANT</td>
<td>7</td>
<td>8</td>
<td>(1)</td>
<td>3,850.00</td>
<td></td>
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<tr>
<td>73 SEWER MAINTENANCE</td>
<td>5</td>
<td>5</td>
<td>-</td>
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<td></td>
</tr>
<tr>
<td>74 SEWER LIFT STATION</td>
<td>9</td>
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<td>(1)</td>
<td>4,400.00</td>
<td></td>
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<tr>
<td>75 NORTHEAST SEWER TREATMENT PLANT</td>
<td>6</td>
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<td>-</td>
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<td></td>
</tr>
<tr>
<td>76 SEWER PRE-TREATMENT PLANT</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>81 SALES TAX DIVISION</td>
<td>12</td>
<td>12</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Budget</th>
<th>Variance</th>
<th>Monthly Expense including Benefits</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>664</td>
<td>690</td>
<td>(26)</td>
<td>124,423.91 per month</td>
<td></td>
</tr>
</tbody>
</table>

**Previous Report**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th>1,493,086.92</th>
<th>A full year additional</th>
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<tbody>
<tr>
<td></td>
<td>662</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Change from Last Report**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th>248,847.82</th>
<th>Amount for 2 months</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>2</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual 2021 Current Month</td>
<td>Actual 2020 Prior Year</td>
<td>2021 Actual YTD</td>
<td>2020 Actual YTD</td>
<td>2021 Budget YTD</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------</td>
<td>------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td><strong>Water Fund - 600</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Sales - Metered</td>
<td>869,120</td>
<td>832,491</td>
<td>1,786,857</td>
<td>1,724,148</td>
<td>1,889,228</td>
</tr>
<tr>
<td>Water Sales - Flat Rate</td>
<td>249,966</td>
<td>244,760</td>
<td>500,621</td>
<td>489,837</td>
<td>511,210</td>
</tr>
<tr>
<td>Water Sales - Hydrant Rental</td>
<td>4,992</td>
<td>4,750</td>
<td>9,984</td>
<td>9,500</td>
<td>9,984</td>
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<tr>
<td>Other Revenue</td>
<td>57,620</td>
<td>53,384</td>
<td>105,287</td>
<td>73,771</td>
<td>112,124</td>
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<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>1,181,697</strong></td>
<td><strong>1,135,585</strong></td>
<td><strong>2,402,769</strong></td>
<td><strong>2,297,057</strong></td>
<td><strong>2,222,766</strong></td>
</tr>
<tr>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td>85,679</td>
<td>91,809</td>
<td>118,508</td>
<td>128,789</td>
<td>268,154</td>
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<tr>
<td>Water Treatment Plant</td>
<td>263,504</td>
<td>199,308</td>
<td>410,595</td>
<td>354,567</td>
<td>456,870</td>
</tr>
<tr>
<td>Water Transmission &amp; Distribution</td>
<td>79,223</td>
<td>90,458</td>
<td>127,250</td>
<td>151,821</td>
<td>121,250</td>
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<tr>
<td>Customer Service</td>
<td>106,299</td>
<td>148,623</td>
<td>197,279</td>
<td>296,983</td>
<td>259,084</td>
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<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>529,706</strong></td>
<td><strong>530,318</strong></td>
<td><strong>855,630</strong></td>
<td><strong>932,159</strong></td>
<td><strong>1,045,618</strong></td>
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<tr>
<td><strong>Sewer Fund - 601</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Charges</td>
<td>817,208</td>
<td>803,663</td>
<td>1,636,966</td>
<td>1,607,584</td>
<td>790,044</td>
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<tr>
<td>Sewer Usage</td>
<td>480,686</td>
<td>488,107</td>
<td>334,732</td>
<td>975,886</td>
<td>486,453</td>
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<tr>
<td>BAPB Contract</td>
<td>933,077</td>
<td>69,370</td>
<td>87,019</td>
<td>49,370</td>
<td>42,341</td>
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<td>Other Revenue</td>
<td>54,804</td>
<td>51,263</td>
<td>64,370</td>
<td>85,503</td>
<td>73,524</td>
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<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>1,968,925</strong></td>
<td><strong>1,755,772</strong></td>
<td><strong>2,123,081</strong></td>
<td><strong>2,718,343</strong></td>
<td><strong>2,723,162</strong></td>
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<tr>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td>68,391</td>
<td>70,816</td>
<td>85,411</td>
<td>86,389</td>
<td>185,342</td>
</tr>
<tr>
<td>Red River Treatment Plant</td>
<td>99,391</td>
<td>111,128</td>
<td>142,043</td>
<td>198,669</td>
<td>226,290</td>
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<tr>
<td>Sewer Maintenance</td>
<td>31,200</td>
<td>37,922</td>
<td>59,954</td>
<td>71,539</td>
<td>75,408</td>
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<tr>
<td>Sewer Lift Station</td>
<td>97,953</td>
<td>79,501</td>
<td>144,043</td>
<td>156,615</td>
<td>148,880</td>
</tr>
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<td>SE Sewer Treatment</td>
<td>77,899</td>
<td>59,479</td>
<td>130,937</td>
<td>86,635</td>
<td>112,912</td>
</tr>
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<td>Sewer Pretreatment</td>
<td>12,328</td>
<td>15,974</td>
<td>21,014</td>
<td>33,977</td>
<td>30,168</td>
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<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>387,222</strong></td>
<td><strong>366,053</strong></td>
<td><strong>583,421</strong></td>
<td><strong>635,835</strong></td>
<td><strong>799,000</strong></td>
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<tr>
<td>Total Operating Revenue</td>
<td>2,578,022</td>
<td>2,528,287</td>
<td>4,525,840</td>
<td>5,015,358</td>
<td>5,247,908</td>
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<tr>
<td>Total Operating Expenses</td>
<td>916,927</td>
<td>896,371</td>
<td>1,437,051</td>
<td>1,565,994</td>
<td>1,824,618</td>
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<tr>
<td>Net Operating Income</td>
<td>1,661,093</td>
<td>1,631,916</td>
<td>3,088,788</td>
<td>3,449,944</td>
<td>3,423,290</td>
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<tr>
<td>Transfer in For Debt Service</td>
<td>83,332</td>
<td>83,333</td>
<td>166,666</td>
<td>166,667</td>
<td>166,667</td>
</tr>
<tr>
<td>Transfers out for Debt Service &amp; Capital</td>
<td>(1,508,082)</td>
<td>(1,490,824)</td>
<td>(3,012,167)</td>
<td>(2,921,668)</td>
<td>(3,012,166)</td>
</tr>
<tr>
<td>Net Operating Income after Debt Service</td>
<td>238,945</td>
<td>254,416</td>
<td>243,288</td>
<td>694,403</td>
<td>577,791</td>
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