I. CALL TO ORDER

II. INVOCATION BY COUNCIL MEMBER JEFFERY DARBY

III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER THOMAS HARVEY

IV. ROLL CALL

V. ANNOUNCEMENT

VI. APPROVE MINUTES

7 - 22

1. Approve Minutes of April 6, 2021, Regular Council meeting and dispense with the reading.
   MMarch16of2021

VII. APPROVE AGENDA

VIII. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

1. Presentation to Police Chief by Shreveport Bossier Sports Commission

IX. BIDS

23

1. Witness opening of sealed bids for Bid #20-1782 - 2504 Northside Drive - Demolition of dilapidated structure
   Approve reading of bids
X. UNFINISHED BUSINESS

24  1. Adopt 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 Port City Fest Weekend.  
(Final Reading) (Free)  
Port City Fest Weekend

25 - 27  2. Adopt 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.  
(Final Reading) (Fernandez)  
Finance Attachment  
Ord Accounting Division

28 - 31  3. 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.  
(Final Reading) (Glorioso)  
Ord water tank rehab

32 - 35  4. 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.  
(Final Reading) (Glorioso)  
Ord extend nanofiltration pilot study

36 - 38  5. Adopt an Ordinance amending the fines, fees and cost for several Criminal Charges in Chapter 38 of the Bossier City Code of Ordinances.  
(Final Reading) (Mosley)  
Ord amending fines

39 - 57  6. Adopt 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.  
(Final Reading) (Fernandez)  
Ord Fee Reduction ASM Global

XI. NEW BUSINESS

58 - 60  1. Adopt an Ordinance to declare that an emergency did exist in the City of Bossier City, which affected property, public health and safety due to the requirement to prevent and repair or replace infrastructure due to event number 4590 - Louisiana Severe Winter Storm at a cost not to exceed
2. Adopt Zoning Ordinance
(First and Final Reading)
(Favorable by MPC)
Petitioner: Luther Hagler
Location: 1106 Violet Ave, Bossier City, LA (City Council District 1)
Request: Zoning amendment to change the zoning classification of a tract of land from B-1 (Business Commercial Office) to R-LD (Residential Low Density)
Luther Hagler Zoning Ord

3. Adopt Zoning Ordinance
(First and Final Reading)
(Favorable by MPC)
Petitioner: Yuan Qiao Han, Shangri-La Spa
Location: 1603 Airline Drive, Bossier City, LA (Coleman Park Subdivision Unit 6, Lot 1)(City Council District 3)
Request: Zoning amendment to change zoning classification from B-1 (Business Office) to B-2 (Limited Business) for a proposed massage therapy business.
Ord shangri-la spa

4. Adopt Zoning Ordinance
(First and Final Reading)
(Favorable by MPC)
Petitioner: Keith Lybrand, Brookshire Grocery Company
Location: 7.805 acre tract of land, more or less, located at the southeast corner of Airline Drive and Wemple Road, Bossier City, Louisiana (immediately south of CVS) (City Council District 5)
Request: Zoning classification change from R-A (Residential Agriculture) to B-3 (General Business) for a proposed grocery store.
Brookshires

5. Introduce an Ordinance to enlarge the limits and boundaries of the City of Bossier City by annexing approximately 258.299 acres located in the South Half of Section 10 and in the Southwest Quarter of Section 11, Township 18 North, Range 13 West, Bossier Parish, Louisiana.
(First Reading) (Hall)
Ord annexation corrected

6. Introduce an Ordinance to appropriate funds to cover construction cost for the Bardot Lane and Montgomery Lane Drainage Rehabilitation Project Phases 1 & 2 for a total of $550,000.00 to come from Fund 400 Sales Tax Capital Improvement Fund.
(First Reading) (Walker)
Ord Bardot
7. Introduce an Ordinance to fund the Storm Water Pump Station for the Walter O. Bigby Carriageway Phase II at a cost of $3,900,000.00 to come from Fund 415 Walter O. Bigby Carriageway Fund. (First Reading) (Walker)
   Ord Storm water pump station WOB Carriageway

8. Introduce an Ordinance to re-appropriate $20,000.00 from Fund 497-2017 Sales Tax Bond (Innovation Drive) for the preparation of a Traffic Study at LA 3105 (Airline Drive) at Greenacres Boulevard. (First Reading) (Rauschenbach)
   Ord Traffic Study Greenacres Blvd

9. Introduce a Supplemental Bond Ordinance authorizing the issuance and delivery of (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 56, 2010; prescribing the form and certain terms and conditions of said bonds; and providing for other matters in connection therewith. (First Reading) (Hall)
   Ord 8th supplemental bond 130 million

10. Introduce an Ordinance levying Ad Valorem Taxes on all taxable property within the limits of the City of Bossier City, Louisiana for the year 2021, and providing the manner of assessment and collection thereof. (First Reading) (Fernandez)
    Ad Valorem Tax Ord

11. Introduce an Ordinance appropriating an additional 1 Million Dollars to add to the 2.1 Million appropriated for a fire station in the Eastbank District by Ordinance No. 40 of 2020. (First Reading) (Hall)
    Ord Firestation Eastbank

12. Introduce an Ordinance appropriating Thirty (30) Million Dollars from various sources set forth herein to construct the Bossier City Recreational Center and Senior Center. (First Reading) (Montgomery)
    Ord 30 Million recreation center

13. Introduce an Ordinance authorizing Mayor Lorenz Walker to execute the attached agreement between the City of Bossier City and Manchac Consulting Group, Inc. to designate Todd C. Thompson to serve as head of the City's Public Works Department. (First Reading) (Hall)
    Ord Public Works Manchac new submission

14. Introduce an Ordinance authorizing the attached amendments to with Manchac Consulting Group, Inc modifying and extending their services
to the City of Bossier City.
(First Reading) (Hall)
Ord Amend Manchac contracts

263 - 264  15. Adopt a Resolution the hiring of one Fire Communications employee and the promotion of one Fire Communications employee to replace one position due to Retirement. (First and Final Reading) (Zagone)
Res Fire Communications Officer

265 - 266  16. Adopt a Resolution authorizing the hiring or promotion of a Recreation Maintenance Worker II and backfilling any position this may create for Parks & Recreation. (First and Final Reading) (Bohanan)
Res Recreation maintenance worker II

267 - 268  17. Adopt a Resolution authorizing the hiring of four Firefighter positions due to four Retirement and Resignations. (First and Final Reading) (Zagone)
Res 4 firefighters

269 - 270  18. Adopt a Resolution authorizing the hiring of a P/T Gym Monitor for Parks & Recreation. (First and Final Reading) (Bohanan)
Res P. T Gym Monitor

271 - 272  19. Adopt a Resolution authorizing the hiring of a Recreation Maintenance Worker I for Parks & Recreation. (First and Final Reading) (Bohanan)
Res Rec Maintenance worker I

273 - 274  20. Adopt a Resolution authorizing the promotion of one Police Records Clerk from Clerk II to Clerk III Status for the Bossier City Police Department. (First and Final Reading) (McWilliams)
Police Records Clerk promotion

275 - 276  21. Adopt a Resolution authorizing the hiring of two (2) Police Officers for the Bossier City Police Department. (First and Final Reading) (McWilliams)
Res 2 police officers

XII. REPORTS

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 16, 2021 at 3:00 PM

Invocation was given by Council Member Scott Irwin

Pledge of Allegiance led by Council Member Don Williams

Roll Call as follows:

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

Absent: Honorable Councilor Jeff Free

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 March 2, 2021, Regular Meeting and dispense with the reading
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Williams
Motion to approve Agenda.
Seconded by Mr. Irwin
No comment
Vote in favor of motion is unanimous

Ceremonial Matters/Recognition of Guests –

Mayor Walker presented plaques to the Bossier City Finance Department from Government Finance Officers of the United States and Canada for Excellence in Financial Reporting for 2019. The City has been awarded this designation for 39 years. Mr. Montgomery stated that this was validation that the City of Bossier reports clear accurate and timely financial information.

Bids –
None

Unfinished Business –

The following Ordinance offered and adopted:

Ordinance No. 22 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 Mr. Don Williams, seconded by Mr. Timothy Larkin, and adopted on the 16th, day of March, 2021, by the following vote:

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

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

The following Ordinance offered and adopted:

ORDINANCE NO. 23 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 its 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 Mr. Timothy Larkin, and seconded by Mr. Don Williams, and adopted on the 16th day of March, 2021, by the following vote:

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

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

The following Ordinance offered and adopted:

Ordinance No. 24 Of 2021

AN ORDINANCE AUTHORIZING MAYOR LORENZ WALKER TO EXECUTE THE ATTACHED REVISION 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 Mr. Thomas Harvey, and seconded by Mr. Timothy Larkin, and adopted on the 16th, day of March, 2021, by the following vote:

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

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

The following Ordinance offered and adopted:

Ordinance No. 25 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 Mr. Scott Irwin, and seconded by Mr. Timothy Larkin, and adopted on the 16th, day of March, 2021, by the following vote:

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

David Montgomery, President
Phyllis McGraw, 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. Don Williams and seconded by Mr. Timothy Larkin:

ORDINANCE NO. 26 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, 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. Don Williams and seconded by Mr. Timothy Larkin, and adopted on the 16th day of March, 2021 by the following vote:

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

NAYS: none

ABSENT: Mr. Free

ABSTAIN: none

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

_______________       ______________
City Clerk                             President

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. Timothy Larkin and seconded by Mr. Don Williams:

ORDINANCE NO. 27 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 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 unrefunded Series 2014 Bonds, (ii) any unrefunded 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 3. 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 4. 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 5. 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 6. 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 7. 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. Timothy Larkin and seconded by Mr. Don Williams, and adopted on the 16th day of March, 2021 by the following vote:

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

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

_______________________                             _______________________
City Clerk                             President

New Business –

**Agenda Item called** - 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.

By: Mr. Williams
Motion to amend wording to Port City Fest Weekend instead of Bayou Classic.
Seconded by Mr. Harvey
No further comment
Vote in favor of motion is unanimous

By: Mr. Williams
Motion to 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 Port City Fest Weekend.
Seconded by Mr. Harvey
No further comment
Vote in favor of motion is unanimous

By: Mr. Irwin
Motion to 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.
Seconded by Mr. Williams
No comment
Vote in favor of motion is unanimous

By: Mr. Larkin
Motion to 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
Seconded by Mr. Williams
No comment
Vote in favor of motion is unanimous

By: Mr. Irwin
Motion to 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
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Harvey
Motion to introduce an Ordinance amending the fines, fees and cost for several Criminal Charges in Chapter 38 of the Bossier City Code of Ordinances.
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Larkin
Motion to 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.
Seconded by Mr. Irwin
No comment
Vote in favor of motion is unanimous

The following Resolution offered and adopted:

RESOLUTION NO. 18 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 Mr. Don Williams, and seconded by Mr. Timothy Larkin, and adopted on the 16th day of March, 2021, by the following vote:

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

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

Councilman Montgomery and Mayor Walker presented plaque to Clay Bohanan and Louis Cook for working tirelessly on this project. They also thanked all the committee members that were involved in this project. They announced that the Field of Dreams was named 2020 Playground of the Year by Burk Playgrounds.

The following Ordinance offered and adopted:

RESOLUTION NO. 19 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 to 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 Mr. Thomas Harvey, and seconded by Mr. Scott Irwin, and adopted on the 16th, day of March, 2021, by the following vote:

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

David Montgomery, Jr., President
Phyllis McGraw, City Clerk
The following Ordinance offered and adopted:

RESOLUTION NO. 20 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 Mr. Don Williams, and seconded by Mr. Scott Irwin, and adopted on the 16th, day of March, 2021, by the following vote:

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

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

The following Resolution offered and adopted:

RESOLUTION 21 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 Mr. Don Williams and seconded by Mr. Timothy Larkin, and adopted on the 16th, day of March, 2021, by the following vote:

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

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

Reports –

Stacie Fernandez, City Finance Director – went over the Monthly Financial Report for February 2021 noting that Sales Taxes were up 4.5% over the same time as last year and that Revenue was at 118% and expenses were only at 82%. Mr. Montgomery reported that this is the monthly financial report and the heartbeat of our city financially and we just won for the 39th year in a row and he would invite anyone to get a copy if they want. Council keeps finger on the pulse of the City and able to act and react accordingly to ensure that this City’s Financial Status and Stability is always top notch.

Ben Rauschenbach, City Engineer – went over the Monthly Project Report and presented a powerpoint of highlights on current city projects. He also gave to Mr. Larkin the Army Corp of Engineers for the Walter O. Bigby Carriageway that Mr. Larkin was instrumental in getting. Council also thanked Public Service Commissioner Foster Campbell for helping to secure funds for LED lighting projects across City. The traffic signal study project is still ongoing and has been in process for months but was originally slowed down due to Covid restrictions.

There being no further business to come before this Council, the meeting adjourned at 3:58 PM by Mr. Montgomery, Jr.

Respectfully submitted:

Phyllis McGraw
City Clerk
Publish: March 24, 2021
Bossier Press Tribune
### AGENDA ITEM FACT SHEET

**Title:**
Witness opening of sealed bids for:

<table>
<thead>
<tr>
<th>Bid #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-1782</td>
<td>2504 Northside Dr. - Demolition of dilapidated structure</td>
</tr>
</tbody>
</table>

**Explanation of Proposal:** Administrative Council recommended demolition of structure as soon as legally possible at the February 9, 2021 meeting.

**Cost/Budget Data:**

**Time Deadlines:** Council Meeting April 6, 2021

**Sponsor:** Stacie Fernandez, Finance Director

**Date:** 3/10/21

**Recommended by:** Lorenz Walker, Mayor

**Council District:**

**Date to be Put on Agenda:** March 30, 2021

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-BOSSIER SPORTS COMMISSION TO HELP SPONSOR THE PORT CITIES FEST WEEKEND.

WHEREAS, the Shreveport-Bossier Sports Commission has requested funding to assist with The Port Cities Fest Weekend; 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 Port Cities Fest Weekend.

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
### City of Bossier City

#### Accounting and Finance Expenses

<table>
<thead>
<tr>
<th>Before Resolution 17</th>
<th>After Resolution 17 AND Proposed Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Utilities Billing &amp; Coll Sup</strong></td>
<td>44,135.03</td>
</tr>
<tr>
<td><strong>Treasurer/Comptroller</strong></td>
<td>77,220.00</td>
</tr>
<tr>
<td><strong>Assistant Comptroller</strong></td>
<td>62,940.00</td>
</tr>
<tr>
<td><strong>Finance Director</strong></td>
<td>109,976.10</td>
</tr>
<tr>
<td><strong>Assistant Comptroller</strong></td>
<td>47,400.06</td>
</tr>
<tr>
<td><strong>Accountant II</strong></td>
<td>45,600.00</td>
</tr>
<tr>
<td><strong>Risk Management Specialist</strong></td>
<td>46,500.00</td>
</tr>
<tr>
<td><strong>Buyer I</strong></td>
<td>45,600.00</td>
</tr>
<tr>
<td><strong>Purchasing Agent</strong></td>
<td>72,800.00</td>
</tr>
<tr>
<td><strong>Accountant II</strong></td>
<td>45,600.00</td>
</tr>
<tr>
<td><strong>Accountant I</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

**Operating Expenses less Salaries**

- Before Resolution 17: 583,024.81
- After Resolution 17 AND Proposed Ordinance: 550,024.81

**Total Expenses**

- Before Resolution 17: 1,180,796.00
- After Resolution 17 AND Proposed Ordinance: 1,180,796.00
**AGENDA ITEM FACT SHEET**

**TITLE:**
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

**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

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

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

☑ NOTED  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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clean and Paint Exterior, With Containment</td>
<td>1</td>
<td>LS</td>
<td>$1,170,000</td>
<td>$1,170,000</td>
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<tr>
<td>2</td>
<td>Clean and Paint Interior, Wet</td>
<td>1</td>
<td>LS</td>
<td>$550,000</td>
<td>$550,000</td>
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<td>3</td>
<td>Misc. Chipping and Grinding</td>
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<td>$3,000</td>
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<tr>
<td>4</td>
<td>Seam Sealing</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
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<td>5</td>
<td>Pit Repair</td>
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<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>6</td>
<td>Grout Repair</td>
<td>1</td>
<td>LS</td>
<td>$2,000</td>
<td>$2,000</td>
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<tr>
<td>7</td>
<td>Foundation Repair</td>
<td>1</td>
<td>LS</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>8</td>
<td>Replace Valve Vault Ladder</td>
<td>1</td>
<td>LS</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>9</td>
<td>Site Work, Limestone</td>
<td>1</td>
<td>LS</td>
<td>$20,000</td>
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<td>10</td>
<td>Install Overflow Pipe Elastomeric Check Valve</td>
<td>1</td>
<td>LS</td>
<td>$8,000</td>
<td>$8,000</td>
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<tr>
<td>11</td>
<td>Increase Riser Manhole Diameter and Relocate Existing Davit</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
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<tr>
<td>12</td>
<td>Remove Interior Ladders, 3 ea.</td>
<td>1</td>
<td>LS</td>
<td>$8,000</td>
<td>$8,000</td>
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<tr>
<td>13</td>
<td>Replace Exterior Ladders</td>
<td>1</td>
<td>LS</td>
<td>$21,000</td>
<td>$21,000</td>
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<tr>
<td>14</td>
<td>Transition Ladder Safe-Climbing Device</td>
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<td>$500</td>
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<tr>
<td>15</td>
<td>Modify Platform Safety Railing</td>
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<tr>
<td>16</td>
<td>Modify Platform Safety Railing Toe Bars</td>
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<td>LS</td>
<td>$3,000</td>
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<td>17</td>
<td>Modify Transition Ladder Head Clearance</td>
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<td>18</td>
<td>Balcony Safety Railing Modifications</td>
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<td>LS</td>
<td>$8,000</td>
<td>$8,000</td>
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<tr>
<td>19</td>
<td>Balcony Floor Drain Holes</td>
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<td>LS</td>
<td>$3,000</td>
<td>$3,000</td>
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<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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<td>21</td>
<td>Relocate Balcony Conduits</td>
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<td>LS</td>
<td>$500</td>
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<tr>
<td>22</td>
<td>Cover Holes in Roof</td>
<td>1</td>
<td>LS</td>
<td>$2,500</td>
<td>$2,500</td>
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<tr>
<td>23</td>
<td>Install Clog-Resistant Vent</td>
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<td>LS</td>
<td>$8,000</td>
<td>$8,000</td>
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<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>
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<tr>
<td>25</td>
<td>Seal Weld Interior Shell Stiffening Angle</td>
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<td>LS</td>
<td>$12,000</td>
<td>$12,000</td>
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<tr>
<td>26</td>
<td>Replace Riser Safety Grate</td>
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<td>LS</td>
<td>$4,000</td>
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<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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**TOTAL:** $1,885,500
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.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.
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
Carol,
Let’s put this together for the next agenda.

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
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 NANOFILTRATION 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
AGENDA ITEM FACT SHEET

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

**THIS COMPLETED FORM PLUS ORDINANCE/RESOLUTION (IF APPLICABLE)**

**ANY OTHER PERTINENT DATA MUST BE PRESENTED TO THE CITY CLERK ONE**

(1) DAY PRIOR TO AGENDA MEETING.

### Intro:

**Any other pertinent data must be presented to the City Clerk one (1) day prior to Agenda Meeting.**

### 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:**

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**ORD./RESOL. NO.**

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Page 39 of 276
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
defined 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
to not 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**

**TITLE:**
ADOPT AN ORDINANCE TO DECLARE THAT AN EMERGENCY DID EXIST IN THE CITY OF BOSSIER CITY, WHICH AFFECTED, PROPERTY, PUBLIC HEALTH AND SAFETY DUE TO THE REQUIREMENT TO PREVENT AND REPAIR OR REPLACE INFRASTRUCTURE DUE TO EVENT NUMBER 4590 - LOUISIANA SEVERE WINTER STORM AT A COST NOT TO EXCEED $1,293,922.23 TO COME FROM THE DISASTER RESERVE FUND

**EXPLANATION OF PROPOSAL:**
See attached

**COST/BUDGET DATA:**
$1,293,922.23 may be appropriated from the Disaster Reserve Fund

**TIME DEADLINES:**
Council Meeting,

**SPONSOR:**
Pam Glorioso, CAO

**DATE:**
24 March 2021

**NOTED**

**RECOMMENDED BY:**
Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:**
REGULAR – 6 April 2021

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

Ordinance No. ___ Of 2021

ADOPT AN ORDINANCE TO DECLARE THAT AN EMERGENCY DID EXIST IN THE CITY OF BOSSIER CITY, WHICH AFFECTED, PROPERTY, PUBLIC HEALTH AND SAFETY DUE TO THE REQUIREMENT TO PREVENT AND REPAIR OR REPLACE INFRASTRUCTURE DUE TO EVENT NUMBER 4590 - LOUISIANA SEVERE WINTER STORM AT A COST NOT TO EXCEED $1,293,922.23 TO COME FROM THE DISASTER RESERVE FUND

WHEREAS, Event Number 4590 – Louisiana Severe Winter Storm occurred from February 11 – Feb 19, 2021 the City incurred significant expenses to protect and safe guard its infrastructure and the citizens of the City of Bossier City; and

WHEREAS, the City request the $1,293,922.23 to be appropriated from the Disaster Reserve Fund for reimbursement to any effected 2021 Department Operating Funds; and

WHEREAS, the City Council hereby authorizes Mayor Lorenz Walker and the City Administration to seek any reimbursement from FEMA that may be available for this declared event.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby declare that an emergency exists and appropriates $1,293,922.23 to come from the Disaster Reserve Fund for this declared emergency.

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
Event 4590 - Louisiana Severe Winter Storm  
City of Bossier City Request

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<th>Department</th>
<th>Amount</th>
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<td>Utility Department</td>
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<td>Public Works</td>
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<td>Cat E</td>
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<td>Brookshire Arena</td>
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<td>Water Plant</td>
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<tr>
<td>Cat G</td>
<td>Recreation Dept. Damages</td>
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<tr>
<td>Total of All Categories</td>
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<td>$1,293,922.23</td>
</tr>
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</table>
March 15, 2021

Mayor Lorenz Walker
City of Bossier City
620 Benton Road
Bossier City, LA 71111

Dear Mayor Walker:

At a Regular Meeting of the Bossier City-Parish Metropolitan Planning Commission held on Monday, March 8, 2021, the Commission took action on the following cases, and we now forward it to the City Council for the necessary actions:

FAVORABLE - C-80-20 - The application of Luther Hagler for a Zoning Amendment to change the zoning classification of a tract of land located at 1106 Violet Avenue from B-1 (Business Office) to R-LD (Residential Low Density) Bossier City, Louisiana (City Council District 1) (Police Jury District 12)

FAVORABLE - C-63-20 – The application of Yuan Qiao Han, Shangri-La Spa, for a Zoning Amendment to change the zoning classification of 1603 Airline Dr. also described as Coleman Park Subdivision, Unit 6, Lot 1, from B-1 (Business Office) to B-2 (Limited Business), Bossier City, Louisiana for a proposed massage therapy business. (City Council District 3) (Police Jury District 9)

FAVORABLE - C-86-20 – The application of Keith Lybrand, Brookshire Grocery Company, for a Zoning Amendment to change the zoning classification of a 7.805 acre tract of land, more or less, from R-A (Residential Agriculture) to B-3 (General Business) located on the southeast corner of Airline Drive and Wemple Road, Bossier City, Louisiana. (immediately south of CVS) (City Council District 5) (Police Jury District 5)

If you have any questions, please contact our office.

Thank you,

The Bossier City – Parish Metropolitan Planning Commission
he following ordinance offered and adopted:

ORDINANCE NO. ________ OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 133 OF 2018, BY CHANGING THE ZONING CLASSIFICATION FROM B-1 (BUSINESS OFFICE) TO R-LD (RESIDENTIAL LOW DENSITY) ON A CERTAIN TRACT OF LAND LOCATED AT 1106 VIOLET AVENUE, BOSSIER CITY, LOUISIANA.

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 B-1 (Business Office) to R-LD (Residential Low Density), for the following:

Lot 84, Southern Gardens Subdivision, Unit No. 2, a subdivision located in Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 275, Pages 446-447 of the conveyance records of Bossier Parish, Louisiana; AND a triangular tract of land situated in Lot 83, Southern Gardens Subdivision Unit No. 2, a subdivision in the City of Bossier City, Bossier Parish, Louisiana as per plat recorded in Book 275 page 446-447 of the records of Bossier Parish Louisiana, said triangular tract being in the Southwest corner of said Lot 83 and measuring 12 feet on the Westerly line and 12 feet along the rear (Southerly) lot line; AND Parcel “B” Southern Gardens Subdivision, Unit No. 4, a subdivision in Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 339 pages 40-41 of the records of Bossier Parish, Louisiana.

Motion was made by ______________ and seconded by ______________ to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this ______________ day of ______________, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

________________________
DAVID MONTGOMERY, PRESIDENT

________________________
PHYLLIS MCGRAW, CITY CLERK

C-80-20
METROPOLITAN PLANNING COMMISSION MEETING

March 8, 2021
2:00 P.M.

PRELIMINARY [ ] PUBLIC HEARING [X] CONDITIONAL USE [ ]

FROM: Daniel Besinaiz, Assistant Planner

THROUGH: Carlotta Askew-Brown, Executive Director of Bossier City MPC

PRESENTER:

APPLICANT: Luther N. Hagler

ITEM: C-80-20 – The application of Luther Hagler for a Zoning Amendment to change the zoning classification of a certain tract of land located at 1106 Violet Avenue from B-1 (Business Office) to R-LD (Residential Low Density) Bossier City, Louisiana. (City Council District 1) (Police Jury District 12)

[X] ZONING AMENDMENT
[ ] TEMPORARY USES
[ ] SUBDIVISION APPROVAL

[ ] PLANNED UNIT DEVELOPMENT
[ ] CONDITIONAL USE
[ ] OTHER

APPLICATION CONTACT INFORMATION:

OWNER/APPLICANT: Luther N. Hagler
408 Wyche St.
Bossier City, LA 71111

I. APPLICATION SUBMITTAL DATE: December 17, 2020

II. PROJECT NAME:

1106 Violet Avenue – Zoning

III. LOCATION:

The project is located at 1106 Violet Avenue, Bossier City, LA 71111.
IV. **BACKGROUND**

The applicant is requesting a zoning change from B-1 Business, Commercial Office to R-LD Residential Low Density for a single-family dwelling.

V. **PHYSICAL CONDITIONS:**

There is an existing single-family dwelling on the property.

VI. **UNRESOLVED ISSUES:**

There are no irresolvable issues at this time.

VII. **PLANNING ANALYSIS:**

The Planning Staff feels that the following criteria must be met to approve this request.

1. **LAND USE (MASTER PLAN - 2013):**
   
   Future Land Use Plan: Designates this area as Low Density Residential.
   
   Thoroughfare Plan: This lot can be accessed from Violet Avenue, a local street.

2. **ZONING:**

   The following zoning issues are relative to this request:

   **Zoning District:** R-LD Residential Low Density (Proposed)

   **Base Zoning District Requirements:**
   - Minimum Lot Area: 6,000 sq. ft.
   - Maximum Height: 2 stories or 35', whichever is less
   - Yard requirements: 25' Front, 5' Side, 20' Rear

   **Adjacent Zoning:**

<table>
<thead>
<tr>
<th>North</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violet Avenue</td>
<td></td>
</tr>
<tr>
<td>South</td>
<td>R-LD Residential Low Density</td>
</tr>
<tr>
<td>East</td>
<td>R-LD Residential Low Density</td>
</tr>
<tr>
<td>West</td>
<td>R-LD Residential Low Density</td>
</tr>
</tbody>
</table>
3. **AIR INSTALLATION COMPATIBLE USE ZONE:**
   AICUZ – Located outside of decibel zone.

4. **UTILITIES:**
   City Utilities

**IX. ATTACHMENTS:**
- Legal Description
- Letter of Intent
- Vicinity Map
- Site Plan
- Property Owners Within 300’
12/31/2020

Ref: Intended purpose of use of property at 1106 Violet Avenue, Bossier City, La. if application for rezoning is approved.

To: Bossier City MPC

I purpose to use this property as an extension of my home. I have accumulated more personal items than I am able to store at my home. This property will be used as storage of my cars, trucks, motorcycles, tractor and equipment, forklift, motorcycles, trailers and tools, equipment, and supplies necessary to take care and repair them. I can consolidate all of the above in one protected area instead of several locations.

Thank You

Luther Hagler
Luther Hagler
ZONING AMENDMENT

Project Information

<table>
<thead>
<tr>
<th>Project Name</th>
<th>1104 Violet Avenue</th>
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<tbody>
<tr>
<td>Address of Site</td>
<td>1104 Violet Avenue, Bossier City, LA 71112</td>
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<tr>
<td>Legal Description</td>
<td>Lot 84, also a triangular tract in SW corner of Lot 83</td>
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<td>Existing Zoning</td>
<td>Residential (R-1)</td>
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<td>Proposed Zoning</td>
<td>Residential (R-1D)</td>
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<tr>
<td>Zoning Use Request</td>
<td>To change zoning back to R-1D</td>
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Total Acreage: __________________

Present or Last Known Use: Storage by Wiley Robinson

<table>
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<tr>
<th>APPLICANT</th>
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<tbody>
<tr>
<td>Name: Luther N. Hagler</td>
</tr>
<tr>
<td>Company:</td>
</tr>
<tr>
<td>Address: 408 Wyche St.</td>
</tr>
<tr>
<td>City/State/Zip: Bossier City, LA 71111</td>
</tr>
<tr>
<td>Phone: 318-564-4269</td>
</tr>
<tr>
<td>Fax:</td>
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<tr>
<th>CONTACT PERSON</th>
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<td>Alternate Phone: 318-742-3641</td>
</tr>
<tr>
<td>Email: <a href="mailto:grayghosts666@siuddenlink.net">grayghosts666@siuddenlink.net</a></td>
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<th>PROPERTY OWNER</th>
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</tr>
<tr>
<td>Phone: 318-564-4269</td>
</tr>
</tbody>
</table>

The above named property owner confirms that he or she has the means and ability to develop this proposed project or agrees to such development by the applicant(s).

<table>
<thead>
<tr>
<th>Applicant(s) Signature</th>
<th>Luther Hagler</th>
<th>12/15/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner(s) Signature</td>
<td>Luther Hagler</td>
<td>12/15/2020</td>
</tr>
</tbody>
</table>
EXHIBIT "A"

Lot 84, SOUTHERN GARDENS SUBDIVISION, UNIT NO. 2, a subdivision located in Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 275, Pages 446-447 of the conveyance records of Bossier Parish, Louisiana; AND a triangular tract of land situated in LOT 83, SOUTHERN GARDENS SUBDIVISION UNIT NO. 2, a subdivision in the City of Bossier City, Bossier Parish, Louisiana as per plat recorded in Book 275 Pages 446-447 of the records of Bossier Parish, Louisiana, said triangular tract being in the Southwest corner of said Lot 83 and measuring 12 feet on the Westerly line and 12 feet along the rear (Soutberly) lot line; AND Parcel "B" SOUTHERN GARDENS SUBDIVISION, UNIT NO. 4, a subdivision in Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 339 Pages 40-41 of the records of Bossier Parish, Louisiana, together with all buildings and improvements located thereon and belonging thereto, municipally known as 1108 Violet Avenue, Bossier City, Louisiana 71112.
ZONING AMENDMENT REQUEST
SITE PLAN
1106 VIOLET AVE
FROM B-1 TO R-LD
The following ordinance offered and adopted:

ORDINANCE NO. _______ OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 133 OF 2018, BY
CHANGING THE ZONING CLASSIFICATION FROM B-1 (BUSINESS
OFFICE) TO B-2 (LIMITED BUSINESS) ON A CERTAIN TRACT OF LAND
LOCATED AT 1603 AIRLINE DRIVE, BOSSIER CITY, LOUISIANA FOR
A MASSAGE THERAPY BUSINESS.

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 B-1 (Business Office) to B-2 (Limited Business),
for the following:

Coleman Park Subdivision, Unit 6, Lot 1 and municipally known as 1603 Airline Drive,
Bossier
City, Louisiana

Motion was made by __________________ and seconded by __________________
to adopt the above ordinance. Upon the following vote, the ordinance was duly
adopted this __________________ day of __________________, 2021.

AYES:
NAYS:
ABSENT:
ABSTAIN:

__________________________
DAVID MONTGOMERY, PRESIDENT

__________________________
PHYLLIS MCGRAW, CITY CLERK

C-63-20
March 15, 2021

Mayor Lorenz Walker  
City of Bossier City  
620 Benton Road  
Bossier City, LA 71111

Dear Mayor Walker:

At a Regular Meeting of the Bossier City-Parish Metropolitan Planning Commission held on Monday, March 8, 2021, the Commission took action on the following cases, and we now forward it to the City Council for the necessary actions:

**FAVORABLE** -  
**C-80-20** - The application of Luther Hagler for a Zoning Amendment to change the zoning classification of a tract of land located at 1106 Violet Avenue from B-1 (Business Office) to R-LD (Residential Low Density) Bossier City, Louisiana (City Council District 1) (Police Jury District 12)

**FAVORABLE** -  
**C-63-20** – The application of Yuan Qiao Han, Shangri-La Spa, for a Zoning Amendment to change the zoning classification of 1603 Airline Dr. also described as Coleman Park Subdivision, Unit 6, Lot 1, from B-1 (Business Office) to B-2 (Limited Business), Bossier City, Louisiana for a proposed massage therapy business. (City Council District 3) (Police Jury District 9)

**FAVORABLE** -  
**C-86-20** – The application of Keith Lybrand, Brookshire Grocery Company, for a Zoning Amendment to change the zoning classification of a 7.805 acre tract of land, more or less, from R-A (Residential Agriculture) to B-3 (General Business) located on the southeast corner of Airline Drive and Wemple Road, Bossier City, Louisiana. (immediately south of CVS) (City Council District 5) (Police Jury District 5)

If you have any questions, please contact our office.

Thank you,

The Bossier City – Parish Metropolitan Planning Commission
METROPOLITAN PLANNING COMMISSION MEETING
March 8, 2021
2:00 P.M.

PRELIMINARY [ ] PUBLIC HEARING [X] CONDITIONAL USE [ ]

FROM: Daniel Besinaiz, Assistant Planner

THROUGH: Carlotta Askew-Brown, Executive Director of Bossier City MPC

PRESENTER: 
APPLICANT: Yuan Qiao Han

ITEM: C-63-20 – The application of Yuan Qiao Han, Shangri-La Spa, for a Zoning Amendment to change the zoning classification of 1603 Airline Dr. also described as Coleman Park Subdivision, Unit 6, Lot 1, from B-1 (Business Office) to B-2 (Limited Business), Bossier City, Louisiana for a proposed massage therapy business. (City Council District 3) (Police Jury District 9)

[X] ZONING AMENDMENT
[ ] TEMPORARY USES
[ ] SUBDIVISION APPROVAL

[ ] PLANNED UNIT DEVELOPMENT
[ ] CONDITIONAL USE
[ ] OTHER

APPLICATION CONTACT INFORMATION:

OWNER/APPLICANT: Yuan Qiao Han
Shangri-La Spa
437 Kings Hwy
Shreveport, LA 71104

I. APPLICATION SUBMITTAL DATE: November 19, 2020
II. PROJECT NAME: Shangri-La Spa – Zoning
III. **LOCATION:**

This project is located at 1603 Airline Dr. Bossier City, LA 71112.

IV. **BACKGROUND**

The applicant is requesting a zoning change from B-1 Business, Commercial Office to B-2 Limited Business for a massage therapy business, Shangri-La Spa.

V. **PHYSICAL CONDITIONS:**

There is one (1) existing building currently located on this lot.

VI. **UNRESOLVED ISSUES:**

There are no unresolved issues at this time.

VII. **PLANNING ANALYSIS:**

The Planning Staff feels that the following criteria must be met to approve this request.

1. **LAND USE (MASTER PLAN - 2013):**

   Future Land Use Plan: Designates this area as Medium Density Residential.

   Thoroughfare Plan: This lot can be accessed from Airline Drive, a major arterial.

2. **ZONING:**

The following zoning issues are relative to this request:

   **Zoning District:** B-2 General Business (Proposed)

   **Base Zoning District Requirements:**
   - Minimum Lots Size: None
   - Maximum Height: 2 stories or 35', whichever is less
   - Yard requirements: Front, 50' Side, 10' Rear, 25'
Adjacent Zoning:

<table>
<thead>
<tr>
<th></th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-LD Residential Low Density</td>
</tr>
<tr>
<td>South</td>
<td>R-LD Residential Low Density; B-2 Limited Business</td>
</tr>
<tr>
<td>East</td>
<td>Airline Drive</td>
</tr>
<tr>
<td>West</td>
<td>B-1 Business, Commercial Office</td>
</tr>
</tbody>
</table>

3. **AIR INSTALLATION COMPATIBLE USE ZONE:**
   AICUZ – Outside of the Decibel Level Contours.

4. **UTILITIES:**
   City Utilities

IX. **ATTACHMENTS:**
- Legal Description
- Letter of Intent
- Vicinity Map
- Site Plan
- Property Owners Within 300'
BOSSIER CITY-PARISH
METROPOLITAN PLANNING COMMISSION
620 Benton Rd.,
Bossier City, LA 71111
Phone: 318-741-0824 Fax: 318-741-8827

ZONING AMENDMENT

Project Information
Project Name: Shangri-La Spa
Address of Site: 437 Pرغme Dr, Bossier City, LA 71112
Legal Description (attach separate sheet if necessary)
Existing Zoning: B1
Proposed Zoning: B2
Zoning Use Request: Massage Therapy

Total Acreage: 1.4 acres
Present or Last Known Use: Cash, 2 U Loans

APPLICANT
Name: Khoa Q. Ho
Company: Shangri-La SPA
Address: 437 Pرغme Dr, Shreveport, LA 71112
City/State/Zip: Shreveport, LA 71112
Phone: 318-208-8318 Fax:

APPLICANT or representative must be present at the hearing to represent this case.

CONTACT PERSON
Name: Tanya Clark
Company: Team Upholstery
Address: 1605 St Vincent Ave, Shreveport, LA 71115
City/State/Zip: Shreveport, LA 71111
Phone: 318-417-8364 Fax:

EMAIL: TeamUpholstery@gmail.com

PROPERTY OWNER
Name: J.T. Design Plus, Inc.
Address: 261 Willow Lake Blvd
City/State/Zip: Bossier City, LA 71111
Phone: 318-469-6061

The above named owner/owner confirms that he or she has the means and ability to develop this proposed project or agrees to such development by the applicant.

YUANQING HAO
Print Name: LORENA CHEEY

Date: 1/14/2020 Date: 11/14/2020

Property Owner(s) Signature
Applicant(s) Signature
Print Name
Print Name
1603 Airline Drive was previously occupied as Cash 2 U Loans which offered title loans and credit loans and revolving lines of credit loans.

Shangri-La Spa will offer massage therapy during normal business hours.

Lorena Cheney, Owner
Map of Survey of 1603 Airline Drive, Bossier City, Louisiana, being described as Lot I, Coleman Park Subdivision, Unit No. 6, as recorded in Book 275, Page 187 of the records of Bossier Parish, Louisiana.

Lawrence Woodroe Smith
&
Salley Schutz Smith

December 29, 1987
Census tract: 107

The above described tract is located in Zones B & C, as per Flood Insurance Rate Map, Community-Panel Number 220033.0015 C, Effective Date April 4, 1983; is located on a public dedicated street and is located within the City Limits of Bossier City.

I hereby certify that this plat represents an actual ground survey and that no encroachments exist either way across any of the property lines.
The following ordinance offered and adopted:

ORDINANCE NO. _______ OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 133 OF 2018, BY CHANGING THE ZONING CLASSIFICATION FROM B-1 (BUSINESS OFFICE) TO B-2 (LIMITED BUSINESS) ON A CERTAIN TRACT OF LAND LOCATED AT 1603 AIRLINE DRIVE, BOSSIER CITY, LOUISIANA FOR A MASSAGE THERAPY BUSINESS.

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 B-1 (Business Office) to B-2 (Limited Business), for the following:

Coleman Park Subdivision, Unit 6, Lot 1 and municipally known as 1603 Airline Drive, Bossier City, Louisiana

Motion was made by ____________________ and seconded by ____________________

to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this ____________________ day of ____________________, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

__________________________
DAVID MONTGOMERY, PRESIDENT

__________________________
PHYLLIS MCGRAW, CITY CLERK

C-63-20
March 15, 2021

Mayor Lorenz Walker
City of Bossier City
620 Benton Road
Bossier City, LA 71111

Dear Mayor Walker:

At a Regular Meeting of the Bossier City-Parish Metropolitan Planning Commission held on Monday, March 8, 2021, the Commission took action on the following cases, and we now forward it to the City Council for the necessary actions:

**FAVORABLE - C-80-20** - The application of Luther Hagler for a Zoning Amendment to change the zoning classification of a tract of land located at 1106 Violet Avenue from B-1 (Business Office) to R-LD (Residential Low Density) Bossier City, Louisiana (City Council District 1) (Police Jury District 12)

**FAVORABLE - C-63-20** – The application of Yuan Qiao Han, Shangri-La Spa, for a Zoning Amendment to change the zoning classification of 1603 Airline Dr. also described as Coleman Park Subdivision, Unit 6, Lot 1, from B-1 (Business Office) to B-2 (Limited Business), Bossier City, Louisiana for a proposed massage therapy business. (City Council District 3) (Police Jury District 9)

**FAVORABLE - C-86-20** – The application of Keith Lybrand, Brookshire Grocery Company, for a Zoning Amendment to change the zoning classification of a 7.805 acre tract of land, more or less, from R-A (Residential Agriculture) to B-3 (General Business) located on the southeast corner of Airline Drive and Wemple Road, Bossier City, Louisiana. (immediately south of CVS) (City Council District 5) (Police Jury District 5)

If you have any questions, please contact our office.

Thank you,

The Bossier City – Parish Metropolitan Planning Commission
METROPOLITAN PLANNING COMMISSION MEETING

March 8, 2021
2:00 P.M.

PRELIMINARY [ ] PUBLIC HEARING [X] CONDITIONAL USE [ ]

FROM: Daniel Besinalz, Assistant Planner

THROUGH: Carlotta Askew-Brown, Executive Director of Bossier City MPC

PRESENTER: Keith Lybrand

APPLICANT: Keith Lybrand

ITEM: C-86-20 – The application of Keith Lybrand, Brookshire Grocery Company, for a Zoning Amendment to change the zoning classification of a 7.805 acre tract of land, more or less, from R-A (Residential Agriculture) to B-3 (General Business) located on the southeast corner of Airline Drive and Wemple Road, Bossier City, Louisiana. (immediately south of CVS) (City Council District 5) (Police Jury District 5)

[X] ZONING AMENDMENT
[ ] TEMPORARY USES
[ ] SUBDIVISION APPROVAL

APPLICATION CONTACT INFORMATION:

OWNER/APPLICANT: Keith Lybrand
Brookshire Grocery Company
PO Box 1411
Tyler, TX 75710

I. APPLICATION SUBMITTAL DATE: December 21, 2020

II. PROJECT NAME:
Brookshire Grocery - Zoning
BOSSIER CITY-PARISH
METROPOLITAN PLANNING COMMISSION

ZONING AMENDMENT

Project Information

Project Name: Brookshire Grocery

Address(es) of subject property: ( parcel or assessment number(s) will be sufficient for undeveloped property)

Assessment Numbers 170092 and 104057

Legal Description (attach separate sheet if necessary):

See attached

Existing Zoning: R-A

Proposed Zoning: B-3

Zoning Use Request: grocery store with fuel

Total acres of subject property: 7.680

Present or last known use: agricultural

APPLICANT

Name: Keith Lybrand

Company: Brookshire Grocery Company

Address: PO Box

City/State/Zip: Tyler, TX

Phone: 903-579-0564

Fax: 903-597-2213

An attorney or representative must be present at the hearing to represent this case.

CONTACT PERSON

Name: J. Andrew Craig, PE, PLS

Address: 1324 North Hearne Avenue - Suite 301

City/State/Zip: Shreveport, LA 71107-6629

Company: Mohr and Associates, Inc.

Alternate Phone: 888-7190

Fax: 402-4400

Email: acraig@rmohrandassoc.com

PROPERTY OWNER

Name: SEE ATTACHED

Address:

City/State/Zip:

Phone:

The above named property owner confirms that he or she has the means and ability to develop the proposed project and agrees to such development by the application.

Applicant's Signature: [Signature]

Print Name: [Print Name]

Date: 12/17/20

Property Owner(S) Signature:

Print Name:

Date:
Bossier City MPC  
PO Box 5337  
Bossier City, LA 71171

Re: Rezoning Request for 6.8 acre +/- Tract at  
Southeast Corner of Airline Drive and Wemple Road

To Whom it May Concern:

The referenced rezoning request is to accommodate a proposed Brookshire Grocery store. The existing tract is currently zoned for agriculture and will need to be upgraded to a B-3 commercial zone for the facility.

There is a CVS Pharmacy at the hard corner of Airline Drive and Wemple Road adjacent to the subject site and is zoned B-3. The remaining adjacent property is all vacant agricultural land.

The proposed Brookshire’s tract was just recently fully annexed into the City Limits of Bossier City.

Respectfully,

Mohr and Associates, Inc.

By: J. Andrew Craig, PE, PLS  
On behalf of Brookshire Grocery Company
LEGAL DESCRIPTION FOR A 7.805 ACRE TRACT:

A tract of land lying east of and adjacent to Airline Drive, and lying south of and adjacent to an existing 1.839 acre tract as recorded in Instrument No. 1067231 Conveyance Records of Bossier Parish, Louisiana being located in the Southeast Quarter of Section 33, Township 19 North, Range 13 West, Bossier Parish, Louisiana, and being more particularly described as follows:

Commencing at a found 2" iron pipe at the Southeast corner of Section 33, Township 19 North, Range 13 West, Bossier Parish, Louisiana, Thence North 89°06'43" West a distance of 2,648.64 feet along the South line of said Section 33, to the Easterly Right of Way Line of Airline Drive; Thence North 00°17'57" East a distance of 983.60 feet along said Easterly Right of Way Line to a found "X" in concrete being the Southwest corner of that existing 1.839 acre tract as recorded in Instrument No. 1067231, Conveyance Records of Bossier Parish, Louisiana also being the Point of Beginning of the tract herein described:

Thence South 89°47'40" East a distance of 240.02 feet along the South line of said 1.839 acre tract to a found 1/2" iron rod;

Thence South 89°42'03" East a distance of 540.98 feet to a set 1/2" iron pipe;

Thence South 00°17'57" West a distance of 435.39 feet to a set 1/2" iron pipe;

Thence North 89°42'03" West a distance of 781.00 feet to a set 1/2" iron pipe on the Easterly Right of Way Line of said Airline Drive;

Thence North 00°17'57" East a distance of 435.00 feet along said Easterly Right of way line to the Point of Beginning.

Said tract herein described containing 7.805 acres, more or less.
Untitled Map
Write a description for your map.

Legend

- Bossier Federal Credit Union

Google Earth
The following ordinance offered and adopted:

ORDINANCE NO. _______ OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 133 OF 2018, BY CHANGING THE ZONING CLASSIFICATION FROM R-A (RESIDENTIAL AGRICULTURE) TO B-3 (GENERAL BUSINESS) ON A CERTAIN TRACT OF LAND LOCATED AT 4860 AIRLINE DRIVE BOSSIER CITY, LOUISIANA FOR A PROPOSED BROOKSHIRES GROCERY STORE.

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-A (Residential Agriculture) to B-3 (General Business), for the following:

7.805 acres, more or less, being a tract of land lying east of and adjacent to Airline Drive, and lying south of and adjacent to an existing 1.839 acre tract as recorded in Instrument No. 1067231 Conveyance Records of Bossier Parish, Louisiana being located in the Southeast Quarter of Section 33, Township 19 North, Range 13 West, Bossier Parish, Louisiana, and being more particularly described as follows:

Commencing at a found 2" iron pipe at the Southeast corner of Section 33, Township 19 North, Range 13 West, Bossier Parish, Louisiana, Thence North 89°06'43" West a distance of 2,648.64 feet along the South line of said Section 33, to the Easterly Right of Way Line of Airline Drive; Thence North 00°17'57" East a distance of 983.60 feet along said Easterly Right of Way Line to a found "X" in concrete being the Southwest corner of that existing 1.839 acre tract as recorded in Instrument No. 1067231, Conveyance Records of Bossier Parish, Louisiana also being the Point of Beginning of the tract herein described:

Thence South 89°47'40" East a distance of 240.02 feet along the South line of said tract 1.839 acres tract to a found ½ iron rod;

Thence South 89°42'03" East a distance of 540.98 feet to a set ½" iron pipe;

Thence South 00°17'57" West a distance of 435.39 feet to a set ½ " iron pipe;

Thence North 89°42'03" West a distance of 781.00 feet to a set ½" iron pipe on the Easterly Right of Way Line of said Airline Drive;

Thence North 00°17'57" East a distance of 435.00 feet along said Easterly Right of way line to the Point of Beginning.

Motion was made by __________________ and seconded by __________________

to adopt the above ordinance. Upon the following vote, the ordinance was duly
adopted this ________________ day of ________________, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

__________________________
DAVID MONTGOMERY, PRESIDENT

__________________________
PHYLLIS MCGRAW, CITY CLERK

C-86-20
Brookshire’s Airline Supermarket
Traffic Impact Study
NSI Project Number 16216
Bossier
Louisiana

Prepared for
Mohr and Associates, Inc.
1324 North Hearn Ave., Suite 301
Shreveport, LA 71107

February 12, 2021
Executive Summary

The proposed Brookshire’s Supermarket will be located along the east side of Airline Drive, approximately 0.1 miles south of Wemple Road adjacent to the CVS in Bossier Parish. The development will consist of a 58,000 ft² supermarket that will front Airline Drive and have access drives from Airline Drive and Wemple Road.

Based on the results of the analyses performed in this report, the following recommendations should be considered:

- It is recommended that a northbound right turn lane be constructed along Airline Drive for the southern access drive. The right turn lane should consist of a 100 foot storage area, a 325 foot deceleration area and a 165 foot taper area.
- It is recommended that the access roads from Airline Drive consists of a single ingress lane and two egress lanes (dedicated right and left turn lanes).
- It is recommended that the access road from Wemple Road consist of a single ingress and egress lane.
- It is recommended that stop signs be installed along all approaches exiting the development including the existing CVS drive.

In addition, it is recommended that the proposed right turn lane along Airline Drive for the southern access drive be separated from the existing northbound right turn lane. Creating a separate right turn lane will avoid creating a 0.2 mile long right turn lane along Airline Drive. Therefore, it is recommended that a dedicated right turn lane be constructed for the proposed southern drive and that the taper area for the existing right turn lane be moved 50 feet north of the southern drive as shown in the sketch below.

![Diagram](image-url)

Based on the projected distribution of generated volumes during the peak hours, it is not anticipated that any modifications will be necessary to the existing westbound right turn lane along Wemple Road nor to the existing traffic signal at Wemple Road and Airline Drive.
Existing Conditions and Traffic Volumes

Airline Drive is a five-lane State/City/Parish roadway that extends north and south through Bossier Parish. Wemple Road is a two-lane City/Parish roadway that extends generally east and west. In the vicinity of the proposed development, Airline Drive is a five-lane roadway with a center turn lane and Wemple Road is a three-lane roadway with a center turn lane.

There are two major subdivisions located east of Airline Drive in which Wemple Road serves as their only access. Rosedale Subdivision is located along Wemple Road approximately 0.2 miles east of Airline Drive and Lakewood Subdivision is located along Crosscreek Drive approximately 0.5 miles east of Wemple Road.

As part of this study, the signalized intersection of Airline Drive at Wemple Road was analyzed as well as the unsignalized intersection of Airline Drive at CVS. In the vicinity of the proposed development, Airline Drive accommodates approximately 19,000 vehicles per day and Wemple Road accommodates approximately 5,695 vehicles per day.

The intersection of Airline Drive at Wemple Road is an existing four (4) legged signalized intersection. Airline Drive is an existing five (5) lane roadway that extends north and south and has a posted speed limit of forty-five (45) miles per hour. Wemple Road, west of Airline Drive, is a two (2) lane parish road that extends east and west and has a posted speed of thirty-five (35) miles per hour. Wemple Road, east of Airline Drive, is a three (3) lane city road that extends generally east and west with a posted speed limit of thirty-five (35) miles per hour. The north and south approaches of Airline Drive consist of an exclusive left turn lane, two (2) thru lanes and an exclusive right turn lane. The east approach of Wemple Road consists of an exclusive left turn lane, a shared thru-left turn lane and an exclusive right turn lane. The west approach of Wemple Road consists of a shared thru-left turn lane and an exclusive right turn lane.

The intersection of Airline Drive at the CVS Drive is an existing three (3) legged unsignalized intersection. Airline Drive is an existing five (5) lane roadway that extends north and south and has a posted speed limit of forty-five (45) miles per hour. The CVS drive is a two-lane roadway that extends eastward from Airline Drive. The CVS approach is currently uncontrolled. The north approach of Airline consists of two thru lanes and the south approach consists of two thru lanes and a dedicated right turn lane. Both approaches share the center bi-directional left turn lane. The east approach (CVS) consists of a dedicated right and left turn lanes.

There is an existing 750’ right turn lane along northbound Airline Drive for Wemple Road. The existing CVS drive is located within the right turn lane, approximately 350’ south of Wemple Road.

Peak hour Turning Movement Counts were collected for the intersections and are shown in Figure 3.
Build Volumes

Additional traffic generated by this development was determined using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition. The additional traffic generated for the proposed development was determined using the land use for a 58,000 ft² supermarket. A summary of the ITE land use information is provided in Table 1.

Table 1: Trip Generation Land Use Documentation

<table>
<thead>
<tr>
<th>Anticipated Land Use</th>
<th>ITE Land Use Code</th>
<th>ITE Land Use Name</th>
<th>Estimated Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brookshire’s Grocery Store</td>
<td>850</td>
<td>Supermarket</td>
<td>58,000 ft²</td>
</tr>
</tbody>
</table>

The trip generation was determined by using the land use code and estimated units shown in Table 1. Due to the location of the development and the peak hour traffic volume along Airline Drive, it is assumed that 90% of the peak hour generated traffic will be pass by trips. A Pass by Trip occurs when a vehicle, that is already on the road, pulls off to stop at a generator and then get back on the same road to continue its trip. A summary of the generated trips for the proposed development is shown in Table 2.

Table 2: Trip Generation

<table>
<thead>
<tr>
<th>Anticipated Land Use</th>
<th>AM Peak</th>
<th>PM Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enter</td>
<td>Exit</td>
</tr>
<tr>
<td>Supermarket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trip Generation</td>
<td>133</td>
<td>89</td>
</tr>
<tr>
<td>Total Trip Generations</td>
<td>133</td>
<td>89</td>
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<tr>
<td>Pass by Trips</td>
<td>120</td>
<td>88</td>
</tr>
<tr>
<td>New External Trips</td>
<td>13</td>
<td>9</td>
</tr>
</tbody>
</table>

The generated volumes were then distributed based on existing traffic patterns. The AM generated volumes are shown on Figure 4 and the PM generated volumes are shown on Figure 5. These generated AM and PM peak hour trips were then combined with existing peak hour volumes and are shown in Figure 6.
Analyses

Turn Lane Analyses

By using existing plus generated traffic volumes for the proposed Brookshire’s development, right turn lane warrant analyses were performed for the access drives along Airline Drive and Wemple Road. Since there is an existing bi-directional left turn lane along Airline Drive and Wemple Road, left turn lane analyses were not necessary. The turn-lane warrant analyses were performed using National Cooperative Highway Research Program (NCHRP) Report Number 457 entitled “Evaluating Intersection Improvements”.

The results of the turn lane analysis indicated that a northbound right turn lane would be warranted along Airline Drive for the southern access drive. The analyses also showed that a right turn lane is not warranted along Wemple Road. Utilizing LaDOTD’s current Typical Turn Lane Design for a speed of 45 mph, the right turn lane along Airline Drive should consist of a 100 foot storage area, a 325 foot deceleration area and a 165 foot taper area.

Detailed turn-lane analyses for the generated volumes and a copy of DOTD’s Typical Turn Lane Design are provided in the Appendix.

Two-Way Stop Control Analysis

The two-way stop control analyses were performed using the HCS7 software.

Airline Drive at CVS Drive

It was assumed that the existing intersection geometrics would remain in place. The Level-of-Service (LOS) analyses for this intersection under existing and full build conditions are presented in Table 3. The analyses are presented in the Appendix.

<table>
<thead>
<tr>
<th>Hour</th>
<th>Phase</th>
<th>SRL</th>
<th>LOS</th>
<th>Delay (s/veh)</th>
<th>WB</th>
<th>LOS</th>
<th>Delay (s/veh)</th>
</tr>
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<tbody>
<tr>
<td>AM Peak</td>
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While the analyses indicate that the proposed development will have a slight impact on the amount of delay experienced during the peak hours, the generated volumes will not have a significant impact on the operation of the intersection.
Table 6: Airline Drive at Wemple Road

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Since the vast majority of the generated traffic for the proposed development will be pass-by traffic, the results show that the development will not have a significant impact on the operation of the intersection during the peak hours. Therefore, it is assumed that the existing 250’ westbound right turn lane is adequate and no improvements to the existing signal equipment should be necessary.
Appendix
Page 105 of 276


### Neel-Schaffer, Inc.
6425 Youree Drive, Suite 210
Shreveport, LA 71105

Solutions you can build upon.

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**Peak Vol.**

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**ADT**

|            | 18,811 | 18,811 | 18,811 |

**AADT**
## HCS7 Signalized Intersection Results Summary

### General Information
- **Agency**: Neal-Schaffer, Inc.
- **Analyst**: C. Adams
- **Analysis Date**: Feb 10, 2021
- **Analysis Type**: Other
- **Jurisdiction**: Boisseter
- **Time Period**: PM exist\-gen
- **Urban Street**: Airline Drive
- **Analysis Year**: 2021
- **Intersection**: Airline Drive at Wemple...
- **File Name**: Airline at Wemple PM exist\-gen.xua
- **Project Description**: NS.16216 Brookshire's TIS

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- **Offset, s**: 0 [Reference Point: End]
- **Uncoordinated**: No
- **Simult. Gap E/W**: On
- **Uncoordinated**: No
- **Simult. Gap N/S**: On

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### Multimodal Results
- **Pedestrian LOS Score / LOS**: 2.51 / C
- **Bicycle LOS Score / LOS**: 1.15 / A

---

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Page 109 of 276
### HCS7 Signalized Intersection Results Summary

**General Information**
- Agency: Neel-Schaffer, Inc.
- Analyst: C. Adams
- Analysis Date: Feb 10, 2021
- Jurisdiction: Booster
- Urban Street: Airline Drive
- Project Description: File Name: Airline at Wimple PM existing,us
  Analysis Year: 2021
  Analysis Period: 1hr 7:00

**Intersection Information**
- Intersection: Airline Drive at Wimple...

**Demand Information**
- Approach Movement: EB, WB, NB, SB
- Demand (v), veh/h:
<table>
<thead>
<tr>
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<th>EB</th>
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**Signal Information**
- Cycle, s: 140.0
- Offset, s: 0
- Reference Point: End
- Phased Coordination: No
- Simultaneous Gap: E/W
- Force Mode: Fixed

**Timer Results**
- Assigned Phase: EB, WBT, NBL, NBT, SBL, SBT
- Number of Phases: 8
- Case Number: 10.0
- Phase Duration, s: 25.3
- Change Period, (YrFy), s: 63.0
- Max Allow Headway, (MAH), s: 3.3
- Queue Clearance Time, (g+), s: 18.2
- Green Extension Time, (g+), s: 0.8
- Phase Call Probability: 1.00
- Max Out Probability: 0.00

**Movement Group Results**
- Approach Movement: EB, WB, NB, SB

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<th>SB</th>
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**Volume-to-Capacity Ratio (X')**
- EB: 0.871
- WB: 0.771
- NB: 0.337
- SB: 0.838

**Back of Queue**
- EB: 207.6
- WB: 228.8
- NB: 228.8
- SB: 228.8

**Queue Storage Ratio (Q/R)**
- EB: 3.5
- WB: 9.1
- NB: 9.1
- SB: 9.1

**Uniform Delay (d), s/veh**
- EB: 59.3
- WB: 56.8
- NB: 62.0
- SB: 23.0

**Incremental Delay (d), s/veh**
- EB: 3.7
- WB: 0.2
- NB: 0.4
- SB: 0.1

**Initial Queue Delay (Q), s/veh**
- EB: 0.0
- WB: 0.0
- NB: 0.0
- SB: 0.0

**Control Delay (d), s/veh**
- EB: 630.0
- WB: 650.0
- NB: 660.0
- SB: 23.1

**Approach Delay, s/veh / LOS**
- EB: 61.8
- WB: 62.9
- NB: 22.1
- SB: 17.2

**Intersection Delay, s/veh / LOS**
- EB: 31.1
- WB: C
- NB: C
- SB: C

**Multimodal Results**
- EB: 2.51
- WB: 2.50
- NB: 2.10
- SB: 1.96

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Signalized Analyses
# HCS7 Two-Way Stop-Control Report

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## Lanes

![Lane Diagram](attachment:lane_diagram.png)

## Vehicle Volumes and Adjustments

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<td>U L T R</td>
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<td>Volume (veh/h)</td>
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<tr>
<td>Percent Grade (%)</td>
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## Critical and Follow-up Headways

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## Delay, Queue Length, and Level of Service

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HCS™ TWSC Version 7.8
Wemple Drive AM Peak.xtw

Generated: 2/4/2021 2:03:04 PM
HCS7 Two-Way Stop-Control Report

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Site Information

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Lanes

Vehicle Volumes and Adjustments

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<td>U L T R</td>
<td>U L T R</td>
<td>U L T R</td>
<td>U L T R</td>
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<tr>
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Median Type | Storage

Critical and Follow-up Headways

| Base Critical Headway (sec) | 7.5 | 6.9 | 4.1 |
| Critical Headway (sec) | 6.82 | 6.92 | 4.12 |
| Base Follow-Up Headway (sec) | 3.5 | 3.3 | 2.2 |
| Follow-Up Headway (sec) | 3.51 | 3.31 | 2.21 |

Delay, Queue Length, and Level of Service

| Flow Rate, v (veh/h) | 38 | 13 | 58 |
| Capacity, c (veh/h) | 136 | 766 | 1082 |
| v/c Ratio | 0.28 | 0.02 | 0.05 |
| 95% Queue Length, Q95 (veh) | 1.1 | 0.1 | 0.2 |
| Control Delay (s/veh) | 41.6 | 9.8 | 8.5 |
| Level of Service (LOS) | E | A | A |
| Approach Delay (s/veh) | 31.5 | | 0.3 |
| Approach LOS | D | | |
### General Information
- **Analyst**: C Adams
- **Agency/Co.**: NSI
- **Data Performed**: 2/4/2021
- **Analysis Year**: 2021
- **Time Analyzed**: AM Peak
- **Intersection Orientation**: North-South
- **Project Description**: NS 16216 Brookshires

### Site Information
- **Intersection**: North/South Drive
- **Jurisdiction**: Bossier
- **Street**: CVS Drive
- **Avenue**: North/South Street
- **Aisle**: Airline Drive
- **Peak Hour Factor**: 0.92
- **Analysis Time Period (hrs)**: 0.25

### Lanes

### Vehicle Volumes and Adjustments

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### Critical and Follow-up Headways

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### Delay, Queue Length, and Level of Service

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Generated: 2/5/2021 10:07:08 AM  Airline CVS Drive AM Peak
# HCS7 Two-Way Stop Control Report

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## Lanes

## Vehicle Volumes and Adjustments

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<td>0 2</td>
<td>1476</td>
</tr>
<tr>
<td>Percent Heavy Vehicles (%)</td>
<td>1 1</td>
<td>3 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preportion Time Blocked</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Percent Grade (%)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Right Turn Charactized</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Median Type</td>
<td>Storage</td>
<td>Unspecified</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Critical and Follow-up Headways

<table>
<thead>
<tr>
<th>Base Critical Headway (sec)</th>
<th>7.5</th>
<th>6.9</th>
<th>4.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Headway (sec)</td>
<td>6.82</td>
<td>6.92</td>
<td>4.52</td>
</tr>
<tr>
<td>Base Follow-Up Headway (sec)</td>
<td>3.5</td>
<td>3.3</td>
<td>2.2</td>
</tr>
<tr>
<td>Follow-Up Headway (sec)</td>
<td>3.51</td>
<td>3.31</td>
<td>2.21</td>
</tr>
</tbody>
</table>

## Delay, Queue Length, and Level of Service

<table>
<thead>
<tr>
<th>Flow Rate, v (veh/h)</th>
<th>11 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity, c (veh/h/ft)</td>
<td>159 769</td>
</tr>
<tr>
<td>v/c Ratio</td>
<td>0.07 0.00</td>
</tr>
<tr>
<td>95% Queue Length, Qp (veh)</td>
<td>0.2 0.0</td>
</tr>
<tr>
<td>Control Delay (s/veh)</td>
<td>29.3 9.7</td>
</tr>
<tr>
<td>Level of Service (LOS)</td>
<td>D A</td>
</tr>
<tr>
<td>Approach Delay (s/veh)</td>
<td>26.0</td>
</tr>
<tr>
<td>Approach LOS</td>
<td>D</td>
</tr>
</tbody>
</table>

---

Copyright © 2021 University of Florida. All Rights Reserved. HCS™ TWSC Version 7.8
Airline CVS Drive AM existing.stw

Generated: 2/5/2021 10:05:38 AM
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

**INPUT**

<table>
<thead>
<tr>
<th>Variable</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway geometry:</td>
<td>2-lane roadway</td>
</tr>
<tr>
<td>Major-road speed, mph:</td>
<td>35</td>
</tr>
<tr>
<td>Major-road volume (one direction), veh/h:</td>
<td>325</td>
</tr>
<tr>
<td>Right-turn volume, veh/h:</td>
<td>25</td>
</tr>
</tbody>
</table>

**OUTPUT**

<table>
<thead>
<tr>
<th>Variable</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limiting right-turn volume, veh/h:</td>
<td>984</td>
</tr>
</tbody>
</table>

Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:

*Do NOT add right-turn bay.*
**Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.**

**INPUT**

<table>
<thead>
<tr>
<th>Variable</th>
<th>Value</th>
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<tbody>
<tr>
<td>Roadway geometry</td>
<td>4-lane roadway</td>
</tr>
<tr>
<td>Major-road speed, mph</td>
<td>35</td>
</tr>
<tr>
<td>Major-road volume (one direction), veh/h</td>
<td>1291</td>
</tr>
<tr>
<td>Right-turn volume, veh/h</td>
<td>110</td>
</tr>
</tbody>
</table>

**OUTPUT**

<table>
<thead>
<tr>
<th>Variable</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limiting right-turn volume, veh/h</td>
<td>19</td>
</tr>
</tbody>
</table>

Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:

- Add right-turn bay.
Turn Lane Analysis
NS.16216 - Brookshire's

Supermarket
(850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 40
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.82</td>
<td>1.17 - 9.35</td>
<td>1.89</td>
</tr>
</tbody>
</table>

Data Plot and Equation

- Study Site
- X = 1000 Sq. Ft. GFA

Fitted Curve Equation: Not Given
Average Rate: 3.82

Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Entering 133
Exiting 89
20,180 S.F. FOOTPRINT
10,000 S.F.

PARKING @ 1000 S.F. = 20 SPACES
PROVIDED PARKING
20' SPACES
PROVIDED HANDICAP PARKING
1 SPACES
TOTAL SPACES 804
NORTHWESTERN LAND DISTRICT
LOUISIANA MERIDIAN

I HEREBY CERTIFY THAT THIS SURVEY WAS
PREPARED UNDER MY DIRECT SUPERVISION IN
ACCORDANCE WITH THE LOUISIANA
"STANDARDS OF PRACTICE" FOR A CLASS "B"
PROPERTY BOUNDARY SURVEY

PRELIMINARY

THIS DOCUMENT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, RECORDATION,
CONVEYANCE, SALES OR AS THE BASIS
FOR THE ISSUANCE OF A PERMIT.

Johnnie A. Craig
Registered Professional Land Surveyor
Registration No. 4587
MOHR AND ASSOCIATES, INC.
1324 N. BEARSEY AVE., STE. 301
SHREVEPORT, LA 71107
(318) 666-7190

NOTE:
1. MEASURES AND COORDINATES ARE GRS, LA., STATE PLANE, NORTH ZONE, AND BL
   AS PER EPS OBSERVATIONS UTILIZING THE CHW REFT.
2. SUBJECT TRACT IS LOCATED IN ZONES "A" AND "A" AS PER FLOOD INSURANCE
   RATE MAP COMMUNITY PANEL 205-206, C-100, ENTERED SEPTEMBER 24, 2008
   (Referred to as flood zone map)
3. 1/2" IRON PIPE WAS SET AT ALL CORNERS UNLESS OTHERWISE SHOWN HEREIN.
4. SUBJECT TRACT ABUTS AIRLINE DRIVE.
5. SUBJECT SURVEY IS LOCATED WITHIN THE CITY LIMITS OF BOSIER CITY, LA.

LEGAL DESCRIPTION FOR A 7.805 ACRE TRACT:

A tract of land lying east of and adjacent to Airline Drive, and lying south of and adjacent to an existing 1.839 acre tract as recorded in Instrument No. 1067231 Conveyance Records of Bossier Parish, Louisiana being located in the Southeast Quarter of Section 33, Township 19 North, Range 13 West, Bossier City, Bossier Parish, Louisiana, and being more particularly described as follows:

Commencing at a found 2" iron pipe at the Southeast corner of Section 33, Township 19 North, Range 13 West, Bossier Parish, Louisiana, Thence North 0°07'18" East a distance of 983.60 feet along said Easterly Right of Way Line of said Airline Drive; Thence North 0°17'57" East a distance of 883.60 feet along said Easterly Right of Way Line to a Found "in" concrete being the Southwest corner of that existing 1.839 acre tract as recorded in Instrument No. 1067231, Conveyance Records of Bossier Parish, Louisiana also being the Point of Beginning of the tract herein described:

Thence South 0°17'57" East a distance of 240.60 feet along the South line of said 1.839 acre tract to a found 1/2" iron rod;

Thence South 0°17'57" East a distance of 540.88 feet to a set 1/2" iron pipe;

Thence South 0°17'57" East a distance of 435.39 feet to a set 1/2" iron pipe;

Thence North 0°17'57" East a distance of 781.00 feet to a set 1/2" iron pipe on the Easterly Right of Way Line of said Airline Drive;

Thence North 0°17'57" East a distance of 435.00 feet along said Easterly Right of way line to the Point of Beginning.

Said tract herein described containing 7.805 acres, more or less.
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>ORDER/RESOL. NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRO:</td>
</tr>
<tr>
<td>NOT:</td>
</tr>
<tr>
<td>ADOPT:</td>
</tr>
</tbody>
</table>

**TITLE:**
AN ORDINANCE TO ENLARGE THE LIMITS AND BOUNDARIES OF THE CITY OF BOSSIER CITY BY ANNEXING APPROXIMATELY 258.299 ACRES LOCATED IN THE SOUTH HALF OF SECTION 10 AND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 13 WEST, BOSSIER PARISH, LOUISIANA. (RESIDENTIAL AGRICULTURE)

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting,

**SPONSOR:** [Signature]
James D. Hall, City Attorney

**DATE:** 3/24/21

**RECOMMENDED BY:** [Signature]
Lorenz Walker, Mayor

**COUNCIL DISTRICT:** All

**DATE TO BE PUT ON AGENDA:** 4/6/21

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

ORDINANCE NO. _________ OF 2021

AN ORDINANCE TO ENLARGE THE LIMITS AND BOUNDARIES OF THE CITY OF BOSSIER CITY BY ANNEXING APPROXIMATELY 258.299 ACRES LOCATED IN THE SOUTH HALF OF SECTION 10 AND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 13 WEST, BOSSIER PARISH, LOUISIANA.

(RESIDENTIAL AGRICULTURE)

WHEREAS, a petition signed by the property owner has been filed with the City Council of the City of Bossier City, requesting that the property described in Exhibit “A”, attached and made a part hereof, be included in the City Limits of the City of Bossier City Parish of Bossier, Louisiana, subject to the conditions set forth herein.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Bossier City, in regular session convened, that the limits and boundaries of the City of Bossier City are hereby enlarged and extended so as to include with the limits and boundaries of the City of Bossier City, the property described in Exhibit “A”.

BE IT FURTHER ORDAINED that Exhibit “B” regarding “Detention Language” is attached hereto and made a part thereof.

BE IT FURTHER ORDAINED that the above referenced annexed area shall be in Council District Number 5 of the City of Bossier City, Louisiana.

BE IT FURTHER ORDAINED, that all Ordinances, or parts of Ordinances, in conflict herewith are hereby repealed.

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

AYES:

NAYES:

ABSENT:

ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
LEGAL DESCRIPTION

DESCRIPTION OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 10 AND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 13 WEST, BOSSIER PARISH, LOUISIANA. SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF MICIOTTO PARK UNIT NO. 1, AS RECORDED IN BOOK 1601, PAGE 608, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH LOUISIANA, RUN THENCE SOUTH 02°28'42" WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING ON THE NORTH LINE OF LOT 6 OF MICIOTTO PARK UNIT NO. 2, AS RECORDED IN BOOK 1601, PAGE 793, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN ALONG THE NORTH LINE OF SAID LOT 6 THE FOLLOWING TWO CALLS: NORTH 87°29'56" WEST A DISTANCE OF 783.24 FEET, SOUTH 85°51'27" WEST A DISTANCE OF 1179.35 FEET, THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 615.26 FEET (SAID CURVE HAVING A RADIUS OF 2695.84 FEET AND A LONG CHORD BEARING SOUTH 10°29'05" EAST A DISTANCE OF 613.93 FEET), THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 78.37 FEET (SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A LONG CHORD BEARING SOUTH 40°57"20" WEST A DISTANCE OF 70.59 FEET) TO A POINT ON THE NORTH RIGHT OF WAY OF INNOVATION DRIVE, THENCE RUN SOUTH 04°08'33" EAST A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF INTERSTATE 220, THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING TWO CALLS: SOUTH 85°51'27" WEST A DISTANCE OF 2005.14 FEET, SOUTH 85°07'09" WEST A DISTANCE OF 958.18 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF STIRLING BOSSIER RETAIL CENTER UNIT 2, AS RECORDED IN BOOK 1364, PAGE 7, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN NORTH 04°00'57" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 868.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE RUN ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING TWO CALLS: NORTH 73°09'00" WEST A DISTANCE OF 614.49 FEET, NORTH 74°44'29" WEST A DISTANCE OF 847.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE EAST LINE OF STIRLING BOSSIER RETAIL CENTER, UNIT 3-A, AS RECORDED IN BOOK 1601, PAGE 179, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN NORTH 00°14'27" EAST ALONG SAID EAST LINE A DISTANCE OF 1332.13 FEET TO THE NORTHEAST CORNER OF STIRLING BOSSIER RETAIL CENTER UNIT 1-A, AS RECORDED IN BOOK 1364, PAGE 56, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA; THENCE RUN SOUTH 88°42'07" EAST A DISTANCE OF 5335.29 FEET, THENCE RUN SOUTH 00°38'46" WEST A DISTANCE OF 404.68 FEET, THENCE RUN SOUTH 00°45'59" WEST A DISTANCE OF 362.46 FEET, THENCE RUN SOUTH 87°29'56" EAST A DISTANCE OF 886.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 258.229 ACRES.
DETENTION LANGUAGE

All property being annexed east of the Benoit Bayou Lateral shall be developed in accordance with the Benoit Bayou and Benoit Bayou Lateral floodway study prepared by Nixon Engineering Solutions on September 26, 2017 – Floodway Option A. Property east of the Benoit Bayou Lateral and the north 350' of the Miciotto's Property west of Benoit Bayou Lateral which are developed in accordance with this study shall not require stormwater detention. Additionally, the owner shall establish a drainage ditch as identified on the exhibit (east of Benoit Bayou Lateral), connecting to Benoit Bayou Lateral prior to any improvements. Additionally, all property being developed within this annexation shall conform to FEMA guidelines for the finished floor elevation. Specifically, all proposed structures shall have a finished floor elevation that is one (1) foot above the current base flood elevation. For property west of Benoit Bayou Lateral not part of the north 350' described above, no improvements shall be made on such property until such time as both a stormwater detention plan and flood storage mitigation plan has been approved by the governing bodies.
PETITION FOR ANNEXATION

TO: MAYOR AND CITY COUNCIL OF
CITY OF BOSSIER CITY, LOUISIANA

We, the undersigned, respectfully request that the property shown on Attachment "A" be annexed into the City of Bossier City, and we make the following statements:

(1) That we are the majority in number of property owners in the area to be annexed;
(2) That we represent more than 25% of the assessed value of property;
(3) That at least 51% of property owners are registered voters of Bossier Parish;
(4) That the property on petition is adjacent and contiguous to the corporate limits of Bossier City Boundary;
(5) That the interest of the City will be best served by approval of annexation;
(6) That the property described is at present unincorporated;
(7) If tract to be annexed is a developed subdivision without all utilities, standard streets, sidewalks, lighting, etc., the City of Bossier City normally will not consider providing any of these items for the first five years following annexation. Further, property owners will be expected to share the costs of the City for installing those improvements at a cost to be negotiated on a case by case basis. The City will in no case expand more than 50% of the cost to upgrade the facilities in the areas.

WHEREOF, Petitioners ask that the City of Bossier City, Louisiana, annex the property, consisting of the area defined in Attachment "A" in accordance with law.

Respectfully submitted,

(Name - Signature)

[Space for signatures]

Resident Owner

Registered Voter

[Official Use Only]
PETITION FOR ANNEXATION

TO: MAYOR AND CITY COUNCIL OF
CITY OF BOSSIER CITY, LOUISIANA

We, the undersigned, respectfully request that the property shown on Attachment “A” to be annexed into the City of Bossier City, and we make the following statements:

1) That we are the majority in number of property owners in the area to be annexed;
2) That we represent more than 25% of the assessed value of property;
3) That at least 51% of property owners are registered voters of Bossier Parish;
4) That the property on petition is adjacent and contiguous to the corporate limits of Bossier City boundary;
5) That the interest of the City will be best served by approval of annexation;
6) That the property described is at present unincorporated;
7) If tract to be annexed is a developed subdivision with out all utilities, standard streets, sidewalks, lighting, etc., the City of Bossier City normally will not consider providing any of these items for the first five years following annexation. Further, property owners will be expected to share the costs of the City for installing those improvements at a cost to be negotiated on a case by case basis. The City will in no case expend more that 50% of the cost to upgrade the facilities in these areas.

WHEREOF, Petitioners ask that the City Council of Bossier City, Louisiana, annex the property, consisting of the area defined in Attachment “A” in accordance with law.

Respectfully submitted,

(Name – Signature)
1. Carla Miotto (Previously Signed)
2. John Miotto Property (By: Deborah Maloney)
3. Andrew Miotto (By: Carla Miotto)
4. Natalie Miotto

Official Use Only

Resident Owner
Registered Voter

X

X

X

X
February 26, 2021

MPC ANNEXATION SUMMARY

This annexation request is comprised of approximately 258.299 acres which is currently zoned R-A (Residential Agriculture) and is adjacent to the current city limits via the eastern and southern perimeter of the property. The purpose of the annexation is for future commercial development starting from the east side moving westerly as interest in the property grows. The property owners desire all future developments to reside within the city limits of Bossier City. The annexed area should be included in City Council District 5.
REQUEST FOR PETITION FOR ANNEXATION

I have performed a review of the land and description and a review of the property owners of each tract, lot or parcel in the area proposed for annexation.

Date: 3-10-21

Name:
Bobby W. Edmiston, CLA
Assessor, Bossier Parish

Susan Jorden, CLDA
Deputy Assessor
Date: March 22, 2021

CERTIFICATE

This is to certify that there are no registered voters in the proposed annexation comprised of 258.299 acres more or less, which adjoins the current city limits of Bossier City, Louisiana on the eastern and southern boundaries of the property.

Stephanie B. Agee, B.S., C.E.R.A
Registrar of Voters
Parish of Bossier
February 8, 2021

Mr. Ben Rauschenbach,
City of Bossier City Engineer
620 Benton Road
Bossier City, LA  71111

Re: Greco-Miciotto Properties, LLC, etal
Property Annexation Request

Dear Mr. Rauschenbach,

Please consider this our formal request to have our entire 258.229 Acre property annexed into the City of Bossier City at the earliest possible time. I have attached an exhibit showing the property to be annexed. At this time, it is our intent to develop the property from the east side moving westerly as interest in the property grows. We plan on this property being a mix of light and heavy commercial uses along Innovation Drive with some mixed uses on the periphery.

I appreciate all of your concern in this matter, and if you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Joe Miciotto,
Greco-Miciotto Properties, LLC, etal
Year: Current Year (2021)
GRECO-MICIOTTO PROPERTIES LLC
ET AL
714 CHINQUAPIN DR
SHREVEPORT LA 71106
UNITED STATES

Physical Address: N/A

Taxes are for: Parish RURAL WARD 2
Taxes Excluded by Homestead Exemption: 0.00

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<tr>
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<th>DESCRIPTION</th>
<th>VALUE</th>
<th>HOMESTEAD</th>
<th>UNITS</th>
<th>CODES</th>
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<td>1800 TIMBER CLASS 4 &gt;= 3 ACRES</td>
<td>188</td>
<td>0</td>
<td>25</td>
<td>24 54 23</td>
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OWNERSHIP:

<table>
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<tr>
<th>NAME</th>
<th>OWNERSHIP-FRA</th>
<th>OWNERSHIP-PER</th>
<th>HOMESTEAD-FRA</th>
<th>HOMESTEAD-PER</th>
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</thead>
<tbody>
<tr>
<td>MICIOTTO, NATALIE LEWIS</td>
<td>1/20</td>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MICIOTTO, RONALD J</td>
<td>1/20</td>
<td>5</td>
<td>0</td>
<td>0</td>
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<tr>
<td>GRECO-MICIOTTO PROPERTIES LLC</td>
<td>1/2</td>
<td>50</td>
<td>0</td>
<td>0</td>
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<tr>
<td>G &amp; J MICIOTTO PROPERTIES LP</td>
<td>2/5</td>
<td>40</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

LEGAL DESCRIPTION:
BEGIN AT SW COR. OF SEC. 10 THENCE S. 88 DEG. 03 MIN. 34 SEC. E. ALONG NLY R/W OF I-220 78.31 FT., THENCE S. 88 DEG. 07 MIN. 04 SEC. E. ALONG R/W 680.18 FT. THENCE N. 85 DEG. 06 MIN. 23 SEC. E. ALONG R/W 563.64 FT. THENCE N. 0 DEG. 19 MIN. 36 SEC. S. 1915.55 FT. THENCE N. 89 DEG. 49 MIN. 24 SEC. W. 1319.51 FT., THENCE S. 0 DEG. 19 MIN. 36 SEC. W. 1946.16 FT. TO PT. OF BEGIN., LESS TR DESC IN VOL 1367-99, T. 18, R. 13. /TR. 1-92/ Parcel: 181310182

Parcel Acres:
59.07, 25.156,

Ownership Book and Page Numbers:
561-249 76, 632-165 79, 1150-366 98, 1163-214 98, 1367-99 06,

Legal Book and Page Numbers:
561-249, 1367-99 06,

Last Edited By: PRISCILLA MARSHALL

INFORMATION PROVIDED BY BOBBY W. EDMISTON, CLA, ASSESSOR FOR BOSSIER PARISH
— This information is given without recourse or warranty. —
This service is for your convenience only. 3/8/2021 8:05:00 AM
Year: Current Year (2021)
GREGO-MICIOTTO PROPERTIES LLC
ET AL
714 CHINQUAPIN DR
SHREVEPORT LA 71106
UNITED STATES

Physical Address: N/A

SALA: NO
AssessNo: 182013
Roll: 0-REAL ESTATE
Ward: 2
Location Code: 02

Taxes are for: Parish and BC WD 2
Assessed Value: 1,075
Homestead Value: 0
Taxable Parish Value: 1,075

Taxes Excluded by Homestead Exemption: 0.00
Municipal Tax: 24.27
Parish Tax: 118.15
Total Tax: 142.42

Homestead Value:
Parish Tax: 118.15
Parish Mil: 107.080

Assessed Value:
Municipal Mil: 22.580

TAXITEM TAXCLASS DESCRIPTION VALUE HOMESTEAD UNITS CODES
404793 1600 TIMBER CLASS 2 >= 3 ACRES 1075 0 38 24 23

OWNERSHIP:

NAME OWNERSHIP-FRA OWNERSHIP-PER HOMESTEAD-FRA HOMESTEAD-PER
GREGO-MICIOTTO PROPERTIES LLC 1/2 50 0 0
G & J MICIOTTO PROPERTIES LP 9/20 45 0 0
MICIOTTO, NATALIE LEWIS 1/40 3 0 0
MICIOTTO, RONALD J 1/40 3 0 0

LEGAL DESCRIPTION:
LOT 6, LESS TR DEC IN VOL 1745-116, LESS R/W TO INNOVATIVE DR EXT, MICIOTTO PARK #2

Parcel: SM12 0006

 Parcel Acres:
42.535, 41.8907, 39.2202, 38.1182,

Ownership Book and Page Numbers:
1601-793 17, 1601-794 17, 1601-795 17, 1745-116 17, 1205753 R/W 19,

Legal Book and Page Numbers:
1601-793 17, 1601-794 17, 1601-795 17, 1745-116 17, 1205753 R/W 19,

Last Edited By: Susan Jordan

INFORMATION PROVIDED BY ROBBY W. EDMISTON, CLA, ASSESSOR FOR BOSSIER PARISH
This information is given without recourse or warranty. This service is for your convenience only. 3/8/2021 8:04:35 AM
Year: Current Year (2021)  
GRECO-MICIOOTTO PROPERTIES LLC  
714 CHINQUAPIN DR  
SHREVEPORT LA 71106  
UNITED STATES  
Physical Address: N/A  

Taxes are for: Parish RURAL WARD 2  
Taxes Excluded by Homestead Exemption: 0.00  
Assessed Value: 6,221  
Municipal Tax: 0.00  
Municipal Mil: 0.000  
Homestead Value: 0  
Parish Tax: 816.68  
Parish Mil: 128.450  
Total Tax: 816.68  
Ambulance Fee: 0.000

TAXITEM  CLASS DESCRIPTION  VALUE  HOMEST  UNITS  CODES  
388251 1600 TIMER CLASS 2 => 3 ACRES  5854 0 0 0 0  
388252 1600 TIMER CLASS 2 => 3 ACRES  367 0 0 0 0  

LEGAL DESCRIPTION:
S 1/2 SEC 10, LESS PT ABANDONED TO SUPER HWY, LESS TR DES IN VOL 561- 249, 1367-99, LESS R/W TO INNOVATIVE DR  
EXX.... BEGIN AT SW COR SEC 11, RUN N 1874 FT, THENCE E 2464.7 FT TO W LINE OF SWAN LAKE RD, THENCE S 20 DEG 21  
MIN N 215.5 FT, THENCE S 19 DEG 12 MIN. E 349.8 FT, THENCE S 86 DEG W 209.4 FT, THENCE S 829 FT, THENCE S 89 DEG  
23 MIN N 1103 FT, THENCE S TO S LINE OF SEC 11, THENCE W 1252.9 FT TO PT OF BEGIN, LESS TR DESC IN VOL 1620-67  
AND BEING DESCRIBED AS TR 1 ON DEED, LESS TR DESC IN VOL 1620-76, LESS TRS DESC IN VOL 1663-469, 1706-1, 1710-  
711, LESS MICIOOTTO PARK #1, LESS THAT PART ANNEXED INSIDE CITY LIMITS IN ORDINANCE REG #1160317 VOL 1738-795, T  
18, R 13.

Parcel: 1813101R1  
 Parcel Acres:  
237.12, 239.929, 214.401, 207.649 19, 207.246.  
Ownership Book and Page Numbers:  
205-429 50, 241-632 53, 261-34 56, 268-36 56, 268-37 56, 464-705 70, 561-249 76, 1150-  
366 98, 1163-214 98, 1367-99 06, 1371-237 06 ORD 06, 1738-795 ORD 17, 1205753 19,  
Legal Book and Page Numbers:  

Parcel: 1813111F2  
 Parcel Acres:  
60.93, 45.117, 42.617, 42.249, 42.269, 41.872, 35.745, 35.0201, 12.7125,  
Ownership Book and Page Numbers:  
241-632 53, 261-34 56, 268-36 56, 268-37 56, 464-705 70, 1150-366 98, 1163-214 98, 1371-  
237 06 ORD 06, 1620-67 2012, 1620-76 2012, 1663-489 14, 1706-1 2015, 1710-711 2015,  
1601-608 16, 1601-609 16, 1601-610 16, 1738-795 ORD 17,  
Legal Book and Page Numbers:  

Last Edited By: Susan Jordan  
INFORMATION PROVIDED BY ROBBY W. EDMISTON, CLA, ASSESSOR FOR ROSSIER PARISH  
- This information is given without recourse or warranty. -  
This service is for your convenience only. 3/8/2021 8:9:03:59 AM
BOSSIER CITY–PARISH
METROPOLITAN PLANNING COMMISSION
620 Benton Rd.
Bossier City, LA 71111
Phone: 318-741-8824 Fax: 318-741-8827

ANNEXATION APPLICATION

Project Information
Assessor's Parcel Numbers(s): 102164, 102165
Project Address(es) (if applicable): 
Legal Description (attach separate sheet) 
See Attached
Current Zoning: RA
Total Acreage To Be Annexed: 258.299 Acres
Existing Use: R/A
Proposed Use: Commercial

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>CONTACT PERSON</th>
<th>PROPERTY OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: T. Ryan Estess</td>
<td>Name: Same as Above</td>
<td>Name: Greco-Micotto Properties, LLC</td>
</tr>
<tr>
<td>Company: Raley and Associates, Inc.</td>
<td>Address: Same as Above</td>
<td>Address: 714 Chinquapin, Drive</td>
</tr>
<tr>
<td>Address: 4913 Shed Road</td>
<td>Phone: 318-752-9023</td>
<td>City/State/Zip: Shreveport, LA 71106</td>
</tr>
<tr>
<td>City/State/Zip: Bossier City, LA 71111</td>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Phone: 318-752-9023</td>
<td>Alternate Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Applicant or representative must be present at the hearing to represent this case.

NOTE: All forwarding mail and notice documents will be mailed to this address only.

The above named property owner confirms that he or she has the means and ability to develop this proposed project or agrees to such development by the applicant.

T. Ryan Estess
Applicant Signature

Print Name

Date

2-10-21
RUN THENCE SOUTH 00° 44' 02" West a distance of 289.13' to the SOUTHEAST
CORNER of AIRLINE TWO SUBDIVISION; RUN THENCE NORTH 89°22' 18" West a
DISTANCE of 918.32' to the EAST RIGHT-OF-WAY of AIRLINE DRIVE; THENCE
CONTINUE ALONG THE EAST RIGHT-OF-WAY of AIRLINE DRIVE SOUTH 15°06' 22" EAST
A DISTANCE of 684.59'; THENCE RUN SOUTH 12°25' 10" East a distance of 258.42'
ALONG a curve to the right, said curve having a radius of 2755.46'; THENCE
RUN SOUTH 08°19' 40" East a distance of 82.68' along a curve to the right,
SAID CURVE having a radius of 1686.22'; THENCE RUN SOUTH 06° 02' 55" East a
distance of 260.85'; THENCE LEAVING the Easterly Right-of-WAY of AIRLINE
DRIVE, RUN NORTH 84° 00' 12" East a distance of 505.51'; THENCE RUN NORTH 90°
00' 00" East a distance of 459.60'; THENCE RUN SOUTH 00° 00' 00" West a
distance of 450.00'; THENCE RUN SOUTH 90° 00' 00" West a distance of 412.33';
THENCE RUN SOUTH 05° 59' 48" East a distance of 212.11' to a point on the
NORTHERLY BOUNDARY of BOSSIER PARISH PARCEL, MAPPING NUMBER
1813091A1D; THENCE RUN NORTH 83° 57' 09" East a distance of 1382.22' to the
NORTHEAST CORNER of said BOSSIER PARISH PARCEL, MAPPING NUMBER
1813091A1D; THENCE RUN SOUTH 00°14' 19" West a distance of 776.426' to the
NORTHERN RIGHT OF WAY LINE of INNOVATION DR. THENCE RUN ALONG A CURVE
TO the left said curve having a radius of 760 FEET and a chord bearing of
SOUTH 72°32'52" East a distance of 422.885 FEET, THENCE RUN SOUTH 88°42'07"
EAST a distance of 1240.00 FEET, RUN THENCE ALONG A CURVE to the RIGHT
SAID CURVE having a radius of 1040.00 FEET and a chord bearing of SOUTH
80°43'51" East a distance of 288.44 FEET, THENCE RUN SOUTH 88°42'07" East a
DISTANCE of 3436.68 FEET, THENCE RUN SOUTH 00° 38'46" West a distance of
404.68 FEET, THENCE RUN SOUTH 00°45'59" West a distance of 382.46 FEET,
THENCE RUN SOUTH 87°29'56" EAST a DISTANCE of 886.50 FEET
TO the NORTHWEST CORNER of MICIOTTO PARK SUBDIVISION, UNIT NUMBER 1;
THENCE RUN SOUTH 87° 29' 10" East a distance of 1308.35'; THENCE RUN NORTH
71° 54' 33" East a distance of 204.28'; THENCE RUN SOUTH 18° 11' 18" East a
BOSSIER PARISH PARCEL, MAPPING NUMBER S767 0006A; THENCE RUN NORTH 32° 00' 47" WEST A DISTANCE OF 9.37'; THENCE RUN SOUTH 33° 48' 45" WEST A DISTANCE OF 89.22'; THENCE RUN SOUTH 10° 41' 45" WEST A DISTANCE OF 84.50'; THENCE RUN SOUTH 14° 08' 15" EAST A DISTANCE OF 195.60'; THENCE RUN SOUTH 21° 11' 45" WEST A DISTANCE OF 84.60'; THENCE RUN SOUTH 47° 13' 15" EAST A DISTANCE OF 34.50'; THENCE RUN SOUTH 49° 36' 45" WEST A DISTANCE OF 68.40'; THENCE RUN SOUTH 41° 24' 45" WEST A DISTANCE OF 118.00'; THENCE RUN SOUTH 25° 46' 45" WEST A DISTANCE OF 167.40'; THENCE RUN SOUTH 61° 39' 44" WEST A DISTANCE OF 118.40'; THENCE RUN SOUTH 23° 56' 45" WEST A DISTANCE OF 36.60'; THENCE RUN SOUTH 05° 03' 15" EAST A DISTANCE OF 104.70'; THENCE RUN SOUTH 09° 11' 37" WEST A DISTANCE OF 165.01'; THENCE RUN SOUTH 13° 18' 18" WEST A DISTANCE OF 328.28'; THENCE RUN SOUTH 08° 26' 42" EAST A DISTANCE OF 108.50'; THENCE RUN SOUTH 22° 56' 42" EAST A DISTANCE OF 101.10'; THENCE RUN SOUTH 13° 58' 42" EAST A DISTANCE OF 194.81'; THENCE RUN SOUTH 19° 41' 42" EAST A DISTANCE OF 182.12'; THENCE RUN SOUTH 40° 59' 41" EAST A DISTANCE OF 53.65'; THENCE RUN SOUTH 00° 26' 02" EAST A DISTANCE OF 572.47" TO A POINT ON THE NORTHERLY BOUNDARY OF BOSSIER PARISH PARCEL, MAPPING NUMBER 1713242B1F; THENCE RUN SOUTH 88° 37' 56" EAST A DISTANCE OF 14.09' TO THE SOUTHWEST CORNER OF BOSSIER PARISH PARCEL, MAPPING NUMBER S767 0006C; THENCE RUN SOUTH 89° 45' 00" EAST A DISTANCE OF 528.00' TO THE POINT OF BEGINNING.

TRACT 16

BEGINNING AT THE NORTH WEST CORNER OF THE STERLING BOSSIER RETAIL CENTER UNIT 2 AS RECORDED IN BOOK 1364, PAGE 7, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. RUN THENCE SOUTH 74°44'29" EAST A DISTANCE OF 847.72 FEET, THENCE RUN SOUTH 73°09'00" EAST A DISTANCE OF 614.49 FEET, RUN THENCE SOUTH 04°00'57" WEST A DISTANCE OF 868.96 FEET, RUN THENCE SOUTH 85°09'16" WEST A DISTANCE OF 604.00 FEET, RUN THENCE NORTH 88°08'59" WEST A DISTANCE OF 749.01 FEET, RUN THENCE NORTH 00°14'15" EAST A DISTANCE OF 1294.90 FEET, TO THE POINT OF BEGINNING.
AGENDA ITEM FACT SHEET

TITLE:
ADOPT AN ORDINANCE TO APPROPRIATE FUNDS TO COVER CONSTRUCTION COST FOR THE BARDOT LANE AND MONTGOMERY LANE DRAINAGE REHABILITATION PROJECT PHASES 1 & 2 FOR A TOTAL OF $550,000.00 TO COME FROM FUND 400 SALES TAX CAPITAL IMPROVEMENT FUND

EXPLANATION OF PROPOSAL:
See attached

COST/BUDGET DATA:
$550,000.00 may be appropriated from Fund 400 Sales Tax Capital Improvement Fund

TIME DEADLINES: Council Meeting.

SPONSOR: Lorenz Walker, Mayor

DATE: 30 March 2021

RECOMMENDED BY: Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA: REGULAR – 6 April 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 BARDOT LANE AND MONTGOMERY LANE DRAINAGE REHABILITATION PROJECT PHASES 1 & 2 FOR A TOTAL OF $550,000.00 TO COME FROM FUND 400 SALES TAX CAPITAL IMPROVEMENT FUND

WHEREAS the final opinion of construction costs for the Bardot Lane and Montgomery Lane Drainage rehabilitation project (Phases 1 & 2) is $550,000.00. (see attachments – Bardot Lane and Montgomery Lane Drainage rehabilitation project (Phases 1 & 2) for estimated detailed breakdown of the costs); and

WHEREAS, $550,000.00 may be appropriated from Fund 400 Sales Tax Capital Improvement 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 $550,000.00 to come from Fund 400 Sales Tax Capital Improvement Fund to cover the construction costs for drainage rehabilitation project for Bardot Lane and Montgomery Lane (Phase 1 & 2) 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
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>1</td>
<td>Mobilization &amp; Demobilization</td>
<td>1</td>
<td>LS</td>
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<td>2</td>
<td>Construction Layout</td>
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<td>LS</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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<tr>
<td>3</td>
<td>Clearing and disposing vegetation/debris from north side headwall behind 2 Johannes 660ft down</td>
<td>1500</td>
<td>TY</td>
<td>$25.00</td>
<td>$37,500.00</td>
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<tr>
<td>4</td>
<td>Removal of concrete structures between from north side headwall behind 2 Johannes 660ft down</td>
<td>120</td>
<td>CY</td>
<td>$40.00</td>
<td>$4,800.00</td>
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<tr>
<td>5</td>
<td>Full depth hard surface pavement saw cutting</td>
<td>660</td>
<td>LF</td>
<td>$5.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and Install select soil borrow (truck ticket)</td>
<td>2000</td>
<td>CY</td>
<td>$15.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>7</td>
<td>General excavation - removal and disposal of native unsuitable soils that do not meet select fill requirements</td>
<td>2000</td>
<td>CY</td>
<td>$15.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Furnish and Install temporary erosion control and work zone flow diversion</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>9</td>
<td>Furnish and Install reinforced Portland cement concrete for canal lining replacement from north side headwall behind 2 Johannes 660ft down</td>
<td>120</td>
<td>CY</td>
<td>$600.00</td>
<td>$72,000.00</td>
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<td>10</td>
<td>Existing concrete canal liner joint/crack repair</td>
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<td>LF</td>
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<tr>
<td>11</td>
<td>Furnish and Install left bank underdrain system</td>
<td>32</td>
<td>EA</td>
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<tr>
<td>12</td>
<td>Furnish and Install geotextile fabric</td>
<td>1000</td>
<td>SY</td>
<td>$5.00</td>
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<tr>
<td>13</td>
<td>Furnish and Install concrete sand as bedding aggregate (truck ticket)</td>
<td>10</td>
<td>CY</td>
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<td>14</td>
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<td>$70.00</td>
<td>$2,450.00</td>
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<tr>
<td>15</td>
<td>Removal of abandoned utilities inside drainage ditch</td>
<td>1</td>
<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>16</td>
<td>Fence removal and replacement</td>
<td>660</td>
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<td>$20.00</td>
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<tr>
<td>17</td>
<td>Hydro Seeding</td>
<td>1</td>
<td>LS</td>
<td>$500.00</td>
<td>$500.00</td>
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<tr>
<td>18</td>
<td>Contingency</td>
<td>1</td>
<td>LS</td>
<td>$18,000.00</td>
<td>$18,900.00</td>
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</table>

Total Construction: $284,500.00

Design, Permitting, Solicitation of Bids: $25,605.00
Other Services ?? (No Survey and/or Geotech Needed): $-
General Eng. Services During Const. & Resident Inspection: $19,164.36

Total Project Cost: $329,369.36
City of Bossier City
Bardot & Montgomery Ln Drainage Rehab Phase 2
Project Cost Estimate March 30, 2021

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<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
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<td>$20,000.00</td>
<td>$20,000.00</td>
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<td>3</td>
<td>Clearing and disposing vegetation/debris from north side Phase 1 400ft down</td>
<td>1,000</td>
<td>TY</td>
<td>$25.00</td>
<td>$25,000.00</td>
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<tr>
<td>4</td>
<td>Removal of concrete structures between from north side Phase 1 400ft down</td>
<td>65</td>
<td>CY</td>
<td>$40.00</td>
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<td>5</td>
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<td>400</td>
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<td>Furnish and install reinforced Portland cement concrete for canal lining replacement from north side Phase 1 400ft down</td>
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<td>CY</td>
<td>$600.00</td>
<td>$39,000.00</td>
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<tr>
<td>10</td>
<td>Existing concrete canal liner joint/crack repair</td>
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<td>Furnish and install left back underdrain system</td>
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<td>$500.00</td>
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<tr>
<td>18</td>
<td>Contingency</td>
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<td>LS</td>
<td>$12,600.00</td>
<td>$12,600.00</td>
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</table>

Total Construction: $186,600.00

Design, Permitting, Solicitation of Bids: $16,794.00
Other Services ?? (No Survey and/or Geotech Needed): $0
General Eng. Services During Const. & Resident Inspection: $12,429.81

Total Project Cost: $215,823.81
**AGENDA ITEM FACT SHEET**

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<tr>
<th>ADOPT:</th>
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<tbody>
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---

**TITLE:** ADOPT AN ORDINANCE TO FUND THE STORM WATER PUMP STATION FOR THE WALTER O. BIGBY CARRIAGeway PHASE II AT A COST OF $3,900,000.00 TO COME FROM FUND 415 WALTER O. BIGBY CARRIAGeway FUND

---

**EXPLANATION OF PROPOSAL:**
See attached for breakdown

---

**COST/BUDGET DATA:**
$3,900,000.00 to be Appropriated from Fund 415 Walter O. Bigby Carriageway Fund

---

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

---

**TIME DEADLINES:** Council Meeting,

---

**SPONSOR:**
Lorenz Walker

---

**DATE: March 26, 2021**

---

**RECOMMENDED BY:**
Lorenz Walker, Mayor

---

**COUNCIL DISTRICT:** City-wide

---

**DATE TO BE put ON AGENDA:** Regular - April 6, 2021

---

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

Ordinance No. Of 2021

TITLE: ADOPT AN ORDINANCE TO FUND THE STORM WATER PUMP STATION FOR THE WALTER O. BIGBY CARRIAGEWAY PHASE II AT A COST OF $3,900,000.00 TO COME FROM FUND 415 WALTER O. BIGBY CARRIAGEWAY FUND

WHEREAS, the City is recommending installing a storm water pump station for Walter O. Bigby Carriageway Phase II.

WHEREAS, $3,900,000.00 will come from Fund 415 Walter O. Bigby Carriageway 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 $3,900,000.00 to come from Fund 415 Walter O. Bigby Carriageway Fund to install a storm water pump station for Walter O. Bigby Carriageway Phase II project.

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
## Final Opinion of Probable Cost

### WOBC Drainage Lift Station and Forcemain

**CITY OF BOSSIER CITY, LOUISIANA**

**26-Mar-21**

**LIFT STATION - EQUIPMENT AND PIPING**

<table>
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<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>Design flow 16-inch pump with 3.5 HP motor</td>
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<tr>
<td>Low flow 8-inch pump with 40 HP motor</td>
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<td>EA</td>
<td>$65,000</td>
<td>$65,000</td>
</tr>
<tr>
<td>Quadplex control panel</td>
<td>1</td>
<td>EA</td>
<td>$190,000</td>
<td>$190,000</td>
</tr>
<tr>
<td>16-inch plug valve large pump suction side</td>
<td>3</td>
<td>EA</td>
<td>$5,500</td>
<td>$16,500</td>
</tr>
<tr>
<td>18-inch plug valve large pump discharge side</td>
<td>3</td>
<td>EA</td>
<td>$8,200</td>
<td>$24,600</td>
</tr>
<tr>
<td>18-inch air cushioned swing check valve large pump discharge side</td>
<td>3</td>
<td>EA</td>
<td>$15,500</td>
<td>$46,500</td>
</tr>
<tr>
<td>10-inch plug valve small pump suction side</td>
<td>1</td>
<td>EA</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>8-inch plug valve small pump discharge side</td>
<td>1</td>
<td>EA</td>
<td>$1,300</td>
<td>$1,300</td>
</tr>
<tr>
<td>8-inch air cushioned swing check valve small pump discharge side</td>
<td>1</td>
<td>EA</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>Air release valve large pumps</td>
<td>3</td>
<td>EA</td>
<td>$3,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Air release valve small pump</td>
<td>1</td>
<td>EA</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Pressure gauge</td>
<td>4</td>
<td>EA</td>
<td>$500</td>
<td>$2,000</td>
</tr>
<tr>
<td>Misc. piping and fittings</td>
<td>1</td>
<td>LS</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Access hatches</td>
<td>5</td>
<td>EA</td>
<td>$2,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>Canopy over electrical equipment</td>
<td>1</td>
<td>LS</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>Composite fence with 11-ft wide double swing gate</td>
<td>600</td>
<td>LF</td>
<td>$45</td>
<td>$27,000</td>
</tr>
<tr>
<td>Bar screen upstream of wet well</td>
<td>6,000</td>
<td>LBS</td>
<td>$8</td>
<td>$48,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$805,900</strong></td>
</tr>
</tbody>
</table>

**RETENTION POND AND LIFT STATION - STRUCTURAL**

| Structure base and walls | 960 | CY | $500 | **$479,178** |
| Geotextile fabric | 167 | SY | $3 | **$500** |
| No. 57 stone base | 805 | TON | $40 | **$32,200** |
| Temporary sheeting/shoring/dewatering | 16,000 | SF | $20 | **$320,000** |
| Handrail around pond and station perimeter | 320 | LF | $50 | **$16,000** |
| Misc. grading and supports | 1 | LS | $25,000 | **$25,000** |
| **Subtotal** | | | | **$667,486** |

**DISCHARGE FOREMAINS**

| 24-inch design flow forcemain | 520 | LF | $100 | **$52,000** |
| 8-inch low flow forcemain | 520 | LF | $30 | **$15,600** |
| Misc. discharge forcemain fittings | 1 | LS | $50,000 | **$50,000** |
| Compact USACE fill for levee slope | 3,700 | CY | $25 | **$92,500** |
| 6-inch combination air valve on 24-inch forcemain | 7 | EA | $10,000 | **$70,000** |
| 3-inch combination air valve on 8-inch forcemain | 1 | EA | $6,000 | **$6,000** |
| Precast valve vault with access hatches for combination air valves | 1 | EA | $10,000 | **$10,000** |
| 24-inch checkmate valve | 1 | EA | $17,500 | **$17,500** |
| 8-inch checkmate valve | 1 | EA | $8,000 | **$8,000** |
| No. 610 stone backfill for forcemains | 802 | TON | $40 | **$32,080** |
| No. 57 stone bedding for forcemains | 178 | TON | $40 | **$7,120** |
| Concrete headwall | 40 | CY | $750 | **$30,000** |
| Rip-rap | 120 | TON | $75 | **$9,000** |
| No. 57 stone bedding for headwall | 22 | TON | $40 | **$880** |
| **Subtotal** | | | | **$948,489** |

**DRIVE ACCESS**

| 6-inch PCC drive access road | 736 | SY | $100 | **$73,600** |
| 6-inch PCC apron | 366 | SY | $120 | **$43,920** |
| 6-inch barrier curb | 150 | LF | $20 | **$3,000** |
| No. 610 stone base under drive access road and loading area | 1713 | TON | $40 | **$68,520** |
| Geotextile fabric | 1102 | SY | $3 | **$3,306** |
| **Subtotal** | | | | **$192,950** |

**GRAVITY INFLOW PIPE**

| 48-inch reinforced concrete pipe | 238 | LF | $125 | **$29,750** |
| 18-inch reinforced concrete pipe | 120 | LF | $50 | **$6,000** |
| No. 610 stone backfill | 104 | TON | $40 | **$4,177** |
| No. 57 stone bedding | 50 | TON | $40 | **$2,000** |
| Geotextile fabric | 225 | SY | $3 | **$675** |
| **Subtotal** | | | | **$41,593** |

**SUBTOTAL**

| Work | 2,256,072 |
| **Subtotal** | **2,256,072** |

**Electrical and Instrumentation (Apply to Lift Station and Retention Pond Only)**

| 10% | **$257,310** |
| **Subtotal** | **$2,513,382** |

**Misc. Work and Cleanup**

| 2.5% | **$56,405** |
| **Subtotal** | **$2,573,787** |

**Labor and Insurance**

| 19% | **$338,808** |
| **Subtotal** | **$2,912,595** |

**Mobilization & Bonds**

| 10% | **$286,329** |
| **Subtotal** | **$3,200,524** |

**Overhead & Profit**

| 15% | **$472,478** |
| **Subtotal** | **$3,673,002** |

**Contingency**

| 10% | **$362,300** |

**Total Opinion of Probable Construction Cost**

| 10% | **$3,990,000** |
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:

AN ORDINANCE TO REAPPROPRIATE $20,000.00 FROM FUND 497—2017 SALES TAX BOND (INNOVATION DRIVE) FOR THE PREPARATION OF A TRAFFIC STUDY AT LA 3105 (AIRLINE DRIVE) AT GREENACRES BOULEVARD.

EXPLANATION OF PROPOSAL:

The completion of Innovation Drive has increased traffic movements at the intersection of LA 3105 (Airline Drive) at Greenacres Boulevard. Providing traffic signaling improvements at the intersection of LA 3105 (Airline Drive) at Greenacres Boulevard will require approval by DOTD. DOTD approval will require a traffic study that warrants the implementation of signaling improvements. There is a surplus of funds in Fund 497—2017 Sales Tax Bond used for the completion of Innovation Drive that can be used for this effort.

COST/BUDGET DATA:

Studying this intersection is estimated to cost $20,000. We have secured a proposal from Neel-Schaffer, Inc in the amount of $13,650 for the study and collection of data. There is more than $100,000 in surplus funding in Fund 497-2017 Sales Tax Bond (Innovation Drive) available for use towards this effort.

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME Agenda Meeting,

SPONSOR: [Signature] Benjamin C. Rauschenbach, P.E. City Engineer

DATE: March 13, 2021

NOTED by [Signature] Lorenz Walker, Mayor

RECOMMENDED by [Signature] Lorenz Walker, Mayor

COUNCIL April 6, 2021 (First Reading) April 20, 2021 (Final Reading)

DATE TO BE PUT ON AGENDA: March 30, 2021

[Signature] 2/15/21
The following Ordinance offered and adopted:

ORDINANCE NO. _______ OF 2021

AN ORDINANCE TO REAPPROPRIATE $20,000.00 FROM FUND 497 – 2017 SALES TAX BOND (INNOVATION DRIVE) FOR THE PREPARATION OF A TRAFFIC STUDY AT LA 3105 (AIRLINE DRIVE) AT GREENACRES BOULEVARD.

WHEREAS; There is a surplus of funds in Fund 497 – 2017 Sales Tax Bond used for the completion of Innovation Drive, and

WHEREAS; the completion of Innovation Drive has increased traffic movements at the intersection of LA 3105 (Airline Drive) at Greenacres Boulevard, and

WHEREAS; providing traffic signaling improvements at the intersection of LA 3105 (Airline Drive) at Greenacres Boulevard will require approval by DOTD, and

WHEREAS; DOTD approval will require a traffic study that warrants the implementation of signaling improvements,

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the Bossier City Council does hereby appropriate $20,000.00 from Fund 497 – 2007 Sales Tax Bond (Innovation Drive) for the preparation of a traffic study at LA 3105 (Airline Drive) at Greenacres Boulevard, and

BE IT FURTHER ORDAINED, that the Mayor is hereby authorized to sign any and all instruments in connection with the furtherance of this Ordinance.

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
The following ordinance having been introduced at a duly convened meeting on April 6, 2021, and notice of its introduction having been published, as required by Section 3.14 of the City Charter, was offered for final adoption by __________ and seconded by __________:

EIGHTH SUPPLEMENTAL BOND ORDINANCE
NO. ____ OF 2021

A SUPPLEMENTAL BOND ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF [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; PRESCRIBING THE FORM AND CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THERewith.

WHEREAS, the City of Bossier City, State of Louisiana (the "City"), now owns and operates combined waterworks and wastewater systems (collectively, the "System") as a 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 10, 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, the Seventh Supplemental Ordinance and this Eighth Supplemental Bond Ordinance (the "Eighth 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 General Bond Ordinance provides that the details of each series of Bonds issued thereunder shall be specified in a supplemental ordinance adopted by the City authorizing

[Eighth Supplemental Bond Ordinance - Page 2]
the issuance of such series of Bonds, subject to the terms, conditions and limitations established in
the General Bond Ordinance; and

WHEREAS, the City has found and determined that the refunding of $17,305,000 of the
Series 2014 Bonds, consisting of those Series 2014 Bonds maturing October 1, 2029, October 1,
2034, October 1, 2039, and October 1, 2043, and $90,715,000 of the Series 2014 Refunding Bonds,
consisting of those Series 2014 Refunding Bonds maturing October 1, 2025, to October 1, 2038,
inclusive (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, this Governing Authority adopted Ordinance No. 27 of 2021 on March 16,
2021, authorizing the issuance and sale of not exceeding One Hundred Thirty Million Dollars
($130,000,000) of Taxable Utilities Revenue Refunding Bonds, Series 2021 of the City and
authorizing and directing the Mayor of the City to execute a Bond Purchase Agreement to
memorialize the terms of the sale thereof; and

WHEREAS, pursuant to the terms of Ordinance No. 27 of 2021, the Mayor of the City
has agreed to the sale of $______ of Taxable Utilities Revenue Refunding Bonds, Series 2021 of
the City (the "Series 2021 Refunding Bonds") and has executed the Bond Purchase Agreement as
authorized, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Series 2021 Refunding Bonds being determined to be within the
parameters permitted by Ordinance No. 27 of 2021, it is now the desire of this Governing Authority
to adopt this Eighth Supplemental Ordinance to confirm the sale and provide for the issuance and
delivery of the Series 2021 Refunding Bonds for the purpose of (i) refunding the Refunded Bonds,
(ii) paying the cost of a reserve fund surety and (iii) paying the costs of issuance of the Series 2021
Refunding Bonds; and

WHEREAS, after the issuance and delivery of the Series 2021 Refunding 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 (as defined in the Bond Ordinance) of the System, except its (i) Series
(vii) Series 2017 Bonds and (viii) Series 2020 Bonds (collectively, the "Outstanding Parity
Bonds"); and

[Eighth Supplemental Bond Ordinance - Page 3]
WHEREAS, it is necessary that this Governing Authority prescribe the form and content of Defeasance and Escrow Deposit Agreement providing for the payment of the principal and interest of the Refunded Bonds and authorize the execution thereof as hereinafter provided; and

WHEREAS, it is necessary that this Governing Authority provide for other terms and conditions of the Series 2021 Refunding Bonds, including the use of the proceeds thereof, and authorize agreements in connection therewith;

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 I. Definitions. In addition to words and terms elsewhere defined in the Bond Ordinance and this Eighth Supplemental Ordinance, the following words and terms as used in this Eighth Supplemental Ordinance shall have the following meanings, unless some other meaning is plainly intended:

"Act" means 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.

"Bond Obligation" means, as of the date of computation, the principal amount of the Series 2021 Refunding Bonds then Outstanding.

"Bond Ordinance" shall have the meaning given such term in the preambles hereto.

"Bond Purchase Agreement" means the agreement for the purchase and sale of the Series 2021 Refunding Bonds by and between the City and the Underwriter, attached hereto as Exhibit A.

"Business Day" means a day of the year other than a day on which banks located in New York, New York and the cities in which the designated offices of the Escrow Agent and the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Costs of Issuance" means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Series 2021 Refunding Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, official statements, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, initial fees of the Paying Agent, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Series 2021 Refunding Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Series 2021 Refunding Bonds, if any, and any other cost, charge or fee in connection with the original issuance of the Series 2021 Refunding Bonds.

"Delivery Date" means the date on which the Series 2021 Refunding Bonds are delivered to the Underwriter in exchange for payment therefor, which is expected to be May 13, 2021.

"Eighth Supplemental Ordinance" means this Eighth Supplemental Bond Ordinance authorizing the issuance of the Series 2021 Refunding Bonds pursuant to the General Bond Ordinance.

"Escrow Agent" means Hancock Whitney Bank, in the City of Baton Rouge, Louisiana, and its successor or successors, and any other Person which may at any time be substituted in its place pursuant to this Eighth Supplemental Ordinance.

"Escrow Agreement" means the Defeasance and Escrow Deposit Agreement dated as the date of delivery, between the Issuer and the Escrow Agent, substantially in the form attached hereto

[Eighth Supplemental Bond Ordinance - Page 4]
as Exhibit F, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

"Government Securities" means direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" means April 1 and October 1 of each year, commencing October 1, 2021.

"Outstanding Parity Bonds" shall have the meaning given such term in the preambles hereto.

"Paying Agent" means Hancock Whitney Bank, in the City of Baton Rouge, Louisiana, as paying agent and registrar hereunder, unless and until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Eighth Supplemental Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Record Date" shall mean, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

"Refunded Bonds" means, collectively, the Series 2014 Bonds maturing October 1, 2029, October 1, 2034, October 1, 2039, and October 1, 2043, and the Series 2014 Refunding Bonds maturing October 1, 2025, to October 1, 2038, inclusive, which are being refunded by the Series 2021 Refunding Bonds, as more fully described in Exhibit B hereto.

"Reserve Fund Insurance Policy" means the Municipal Bond Debt Service Reserve Insurance Policy attached as Exhibit C hereto, and any endorsement thereto, issued by the Reserve Insurer, under which claims may be made in order to provide moneys in the Reserve Fund available for the purposes thereof.

"Reserve Fund Requirement" with respect to the Series 2021 Refunding Bonds, means, as of any date of calculation, a sum equal to the lesser of (i) 10% of the proceeds of the Series 2021 Refunding Bonds, (ii) the highest combined principal and interest requirements for any succeeding Bond Year on the Series 2021 Refunding Bonds, or (iii) 125% of the average aggregate amount of principal instalments and interest becoming due in any Bond Year on the Series 2021 Refunding Bonds.

"Reserve Insurer" means, with respect to the Series 2021 Refunding Bonds, ________, or any successor thereto.


"Series 2021 Refunding Bond" or "Series 2021 Refunding Bonds" means any or all of the Taxable Utilities Revenue Refunding Bonds, Series 2021 of the City, issued pursuant to this Eighth Supplemental Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"Series 2021 Refunding Bonds Account" means the account of such name created in Section 2(j) hereof.

"Underwriter" means Stifel, Nicolaus & Company Incorporated, in Baton Rouge, Louisiana, the original purchaser of the Series 2021 Refunding Bonds.

SECTION 2. Details of the Series 2021 Refunding Bonds. (a) In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of [not exceeding One Hundred Thirty Million Dollars ($130,000,000)] for, on behalf of and in the name of the City, for the purpose of (i) refunding the Refunded Bonds through the escrow of a portion of the proceeds of the Series 2021 Refunding Bonds, together with additional moneys provided by

[Eighth Supplemental Bond Ordinance - Page 5]
the City, in order to provide for the payment of the principal of and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 2(f) hereof, (ii) paying the cost of a reserve fund surety and (iii) paying the Costs of Issuance of the Series 2021 Refunding Bonds, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of [not exceeding One Hundred Thirty Million Dollars ($130,000,000)] of Taxable Utilities Revenue Refunding Bonds, Series 2021, of the City. The Executive Officers may approve a different series designation if the Series 2021 Refunding Bonds are delivered after the end of 2021 or if it is in their sole judgment preferable to do so, and in such event, the term "Series 2021 Refunding Bonds" as used herein shall be automatically changed to match such series designation. The Series 2021 Refunding Bonds shall be dated the Delivery Date thereof.

(b) The Series 2021 Refunding Bonds shall be Fixed Rate Bonds and the Interest Payment Dates shall be April 1 and October 1 of each year, commencing on October 1, 2021. The unpaid principal of the Series 2021 Refunding Bonds shall bear interest at the rates set forth in the Bond Purchase Agreement.

(c) The Series 2021 Refunding Bonds are not being designated as "Build America Bonds" or any similar type of tax-advantaged bonds requiring a designation at this time.

(d) The Series 2021 Refunding Bonds shall mature as set forth in the Bond Purchase Agreement.

(e) The principal of the Series 2021 Refunding Bonds, upon maturity or redemption, shall be payable at the designated office of the Paying Agent, upon presentation and surrender thereof, and interest on the Series 2021 Refunding Bonds will be payable by check mailed by the Paying Agent to the Owner (determined as of the Record Date) at the address shown on the Bond Register. Each Series 2021 Refunding Bond delivered under this Eighth Supplemental Ordinance upon transfer or in exchange for or in lieu of any other Series 2021 Refunding Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2021 Refunding Bond, and each such Series 2021 Refunding Bond shall bear interest (as herein set forth) so that neither gain nor loss in interest shall result from such transfer, exchange or substitution. No Series 2021 Refunding Bond shall be entitled to any right or benefit under this Eighth Supplemental Ordinance, or be valid or obligatory for any purpose, unless there appears on such Series 2021 Refunding Bond a certificate of registration, substantially in the form provided in this Eighth Supplemental Ordinance, executed by the Paying Agent by manual signature.

The person in whose name any Series 2021 Refunding Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Series 2021 Refunding Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

During any period after the initial delivery of the Series 2021 Refunding Bonds in book-entry-only form when the Series 2021 Refunding Bonds are delivered in multiple certificates form, upon request of a registered owner of at least $1,000,000 in principal amounts of Series 2021 Refunding Bonds outstanding, all payments of principal and interest on the Series 2021 Refunding Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal and interest, whether by check or by wire transfer.

(f) The Series 2021 Refunding Bonds maturing on October 1, 20__, and thereafter, shall be callable for redemption by the City in full or in part at any time on or after October 1, 20__, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Series 2021 Refunding Bonds are not required to be redeemed in inverse order of maturity.

If the Series 2021 Refunding Bonds are to be redeemed only in part, then the Series 2021 Refunding Bonds shall be surrendered at the designated corporate trust office of the Paying Agent and such partial redemption shall be noted thereon, or there shall be delivered to the Owner of such Series 2021 Refunding Bond a Series 2021 Refunding Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal.
amount equal to and in exchange for the unredeemed portion of the principal of the Series 2021 Refunding Bond so surrendered. In the event the Series 2021 Refunding Bonds to be redeemed are of a denomination larger than $5,000, a portion of such Series 2021 Refunding Bonds ($5,000 or any multiple thereof) may be redeemed. Series 2021 Refunding Bonds are not required to be redeemed in inverse order of maturity.

Official notice of such call of the Series 2021 Refunding Bonds for redemption shall be given in the manner provided in the Bond Ordinance.

[TERM BOND PROVISIONS IF NECESSARY]

(g) The Series 2021 Refunding Bonds shall be issued in fully registered form, numbered R-1 upwards, and shall be in substantially the form attached hereto as Exhibit D.

(h) The appointment of Hancock Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent for the Series 2021 Refunding Bonds is hereby confirmed.

(i) The sale of the Series 2021 Refunding Bonds has met the parameters set forth in Ordinance No. 44 of 2020, and accordingly the issuance and delivery of the Series 2021 Refunding Bonds are hereby approved, the terms of the Series 2021 Refunding Bonds contained in the Bond Purchase Agreement are incorporated herein, and the Bond Purchase Agreement is hereby recognized and accepted as executed and attached as Exhibit A hereto.

(j) There is hereby created in the Reserve Fund the "Series 2021 Refunding Bonds Account", to be maintained as a separate account in the Reserve Fund solely to secure the Series 2021 Refunding Bonds and funded to the Reserve Fund Requirement. In lieu of an initial deposit into the Series 2021 Refunding Bonds Account, the City shall cause to be deposited into the Series 2021 Refunding Bonds Account the Reserve Fund Insurance Policy issued by the Reserve Insurer in an amount equal to the Reserve Fund Requirement. The provisions contained in Exhibit C hereto are incorporated herein as if fully set forth herein.

No changes are made with respect to the required balance in the Contingencies Fund.

(k) The parity requirements of the Bond Ordinance and the Series 2010 Refunding Bond Ordinance authorizing the issuance of the Outstanding Parity Bonds, as applicable, have been met prior to the Delivery Date.

(l) The Executive Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of the General Bond Ordinance and this Eighth Supplemental Ordinance, to cause the Series 2021 Refunding Bonds to be prepared and/or printed, to issue, execute and seal the Series 2021 Refunding Bonds and to effect delivery thereof as hereinafter provided. In connection with the issuance and sale of the Series 2021 Refunding Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the City such additional documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Eighth Supplemental Ordinance. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder. After having investigated the regularity of the proceedings had in connection with the issuance of the Series 2021 Refunding Bonds, this Governing Authority hereby determines that the same have been in all respects regular, therefore the Series 2021 Refunding Bonds shall contain the following recital, to-wit:

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

(m) The Series 2021 Refunding Bonds are not being designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

(n) The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in the Official Statement authorized pursuant to Section 15 hereof) pursuant to S.E.C. Rule 15c2-12(b)(5).

[Eighth Supplemental Bond Ordinance - Page 7]
The State Bond Commission approved the issuance of the Series 2021 Refunding Bonds at its meeting held on April 16, 2020.

[Reserved].

There will be no Credit Enhancement arrangements with respect to the Series 2021 Refunding Bonds other than the Reserve Fund Insurance Policy described herein.

SECTION 3. Book Entry Registration of Series 2021 Refunding Bonds. The Series 2021 Refunding Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Series 2021 Refunding Bonds, and held in the custody of DTC. The Secretary of the Governing Authority or any other officer of the City is authorized to execute and deliver a Letter of Representation to DTC on behalf of the City with respect to the issuance of the Series 2021 Refunding Bonds in "book-entry only" format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Eighth Supplemental Ordinance and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Series 2021 Refunding Bonds. The Beneficial Owners will not receive physical delivery of Series 2021 Refunding Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Series 2021 Refunding Bond acquired. For so long as DTC shall continue to serve as securities depository for the Series 2021 Refunding Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Series 2021 Refunding Bonds is to receive, hold or deliver any Series 2021 Refunding Bond certificate.

Notwithstanding anything to the contrary herein, while the Series 2021 Refunding Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Series 2021 Refunding Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Series 2021 Refunding Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Series 2021 Refunding Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Series 2021 Refunding Bonds. Such a determination may be made at any time by giving 30 days' notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The City determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the City and/or the Beneficial Owners.

The City and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the City or the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

Whenever during the term of the Series 2021 Refunding Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Eighth Supplemental Ordinance of holding, delivering or transferring the Series 2021 Refunding Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Series 2021 Refunding Bonds, all references herein to DTC shall be of no further force or effect.

[Eighth Supplemental Bond Ordinance - Page 8]
SECTION 4. Escrow Agent; Appointment and Acceptance of Duties. Hancock Whitney Bank, in the City of Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Eighth Supplemental Ordinance by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. The Escrow Agreement is hereby approved by the Issuer and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of Exhibit F hereof, with such changes, additions, deletions or completions deemed appropriate by such signing officials, and it is expressly provided and covenanted that all of the provisions for the payment of the principal of and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

SECTION 5. Paying Agent; Appointment and Acceptance of Duties. The City will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Eighth Supplemental Ordinance. The designation of Hancock Whitney Bank as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by this Eighth Supplemental Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the City.

SECTION 6. Registration by Paying Agent. No Series 2021 Refunding Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Eighth Supplemental Ordinance unless and until a certificate of registration on such Series 2021 Refunding Bonds substantially in the form set forth in Exhibit D hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Series 2021 Refunding Bond shall be conclusive evidence that such Series 2021 Refunding Bond has been executed, registered and delivered under this Eighth Supplemental Ordinance.

SECTION 7. Exchange of Series 2021 Refunding Bond; Persons Treated as Owners. The City shall cause books for the registration and for the registration of transfer of the Series 2021 Refunding Bonds as provided in this Eighth Supplemental Ordinance to be kept by the Paying Agent at its designated corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Series 2021 Refunding Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the City or by the Owners (or a designated representative thereof) of 15% of the Bond Obligation.

Any Series 2021 Refunding Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

Subject to the provisions of Section 3, the Series 2021 Refunding Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the City. A Series 2021 Refunding Bond may be assigned by the execution of an assignment form on the Series 2021 Refunding Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Series 2021 Refunding Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Series 2021 Refunding Bonds after receipt of the Series 2021 Refunding Bonds to be transferred in proper form. Such new Series 2021 Refunding Bond or Bonds shall be in an authorized denomination. Neither the City nor the Paying Agent shall be required to issue, register, transfer or exchange any Series 2021 Refunding Bonds during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Series 2021 Refunding Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Series 2021 Refunding Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

[Eighth Supplemental Bond Ordinance - Page 9]
The City and the Paying Agent shall not be required to issue, register the transfer of or exchange any Series 2021 Refunding Bond during a period beginning at the opening of business on a Record Date or any date of selection of Series 2021 Refunding Bonds to be redeemed and ending at the close of business on the Interest Payment Date.

All Series 2021 Refunding Bonds delivered upon any registration of transfer or exchange of Series 2021 Refunding Bonds shall be valid obligations of the City, evidencing the same debt and entitled to the same benefits under this Eighth Supplemental Ordinance as the Series 2021 Refunding Bonds surrendered.

Prior to due presentment for registration of transfer of any Series 2021 Refunding Bonds, the City and the Paying Agent, and any agent of the City or the Paying Agent may deem and treat the person in whose name any Series 2021 Refunding Bond is registered as the absolute owner thereof for all purposes, whether or not such Series 2021 Refunding Bonds shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 8. Series 2021 Refunding Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the City may in its discretion adopt an ordinance and thereby authorize the issuance and delivery of a new Series 2021 Refunding Bond or Bonds in exchange for and substitution for such mutilated or improperly cancelled Series 2021 Refunding Bond, or in lieu of and in substitution for the Series 2021 Refunding Bond destroyed, stolen or lost, upon the Owner (i) furnishing the City and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the City and the Paying Agent, (ii) giving to the City and the Paying Agent an indemnity bond in favor of the City and the Paying Agent in such amount as the City may require, (iii) compliance with such other reasonable regulations and conditions as the City may prescribe and (iv) paying such expenses as the City and the Paying Agent may incur.

Any Series 2021 Refunding Bond so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 9 hereof. If any Series 2021 Refunding Bond shall have matured or be about to mature, instead of issuing a substitute Series 2021 Refunding Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Series 2021 Refunding Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2021 Refunding Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the City, whether or not the lost, stolen or destroyed Series 2021 Refunding Bond be at any time found by anyone. Such duplicate Series 2021 Refunding Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause:

"This bond is issued to replace a lost, cancelled or destroyed bond under the authority of R.S. 39:515."

Such duplicate Series 2021 Refunding Bond may be signed by the facsimile signatures of the same officers who signed the original Series 2021 Refunding Bond, provided, however, that in the event the officers who executed the original Series 2021 Refunding Bond are no longer in office, then the new Series 2021 Refunding Bond may be signed by the officers then in office. Such duplicate Series 2021 Refunding Bond shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Series 2021 Refunding Bonds hereunder, the obligations of the City upon the duplicate Series 2021 Refunding Bond being identical to its obligations upon the original Series 2021 Refunding Bond and the rights of the Owner of the duplicate Series 2021 Refunding Bond being the same as those conferred by the original Series 2021 Refunding Bond.

SECTION 9. Cancellation of Series 2021 Refunding Bonds. All Series 2021 Refunding Bonds paid or redeemed either at or before maturity, together with all Series 2021 Refunding Bonds purchased by the City, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the City Clerk an appropriate certificate of cancellation.

SECTION 10. Preparation of Bonds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Eighth Supplemental Ordinance, to cause the Series 2021 Refunding Bonds to be

[ Eighth Supplemental Bond Ordinance - Page 10]
print, to issue, execute and seal the Series 2021 Refunding Bonds, and to effect delivery thereof as hereinafter provided.

SECTION 11. Application of Series 2021 Refunding Bond Proceeds. Provisions having been made for the orderly payment until due or earlier redemption of all the Refunded Bonds in accordance with their terms, it is hereby recognized and acknowledged that, as of the date of delivery of the Series 2021 Refunding Bonds under this Eighth Supplemental Ordinance, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement. As a condition of the issuance of the Series 2021 Refunding Bonds, the Issuer hereby binds and obligates itself to:

(a) Deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Series 2021 Refunding Bonds (exclusive of accrued interest), together with additional moneys of the Issuer, as will enable the Escrow Agent to immediately purchase non-callable direct general obligations of the United States of America described in the Escrow Agreement, which shall mature in principal and interest in such a manner as to provide at least the required cash amount on or before each payment date for the Refunded Bonds (said amounts being necessary on each of the designated dates to pay and retire or redeem the Refunded Bonds payable upon redemption). The moneys so deposited with the Escrow Agent shall constitute a trust fund or trust funds irrevocably dedicated for the use and benefit of the owners of the Refunded Bonds;

(b) Deposit in a special expense account such amount of the proceeds of the Series 2021 Refunding Bonds or transfer from the Sinking Fund or Reserve Fund as will permit the payment of the Costs of Issuance of the Series 2021 Refunding Bonds and the costs properly attributable to the establishment and administration of the Escrow Fund; and

(c) After the payment of the October 1, 2023 maturity of the Series 2014 Bonds, apply the remaining portion of the Reserve Fund allocable to the Series 2014 Bonds to the defeasance of all or a portion of the October 1, 2024 maturity of the Series 2014 Bonds.


This Governing Authority does hereby find, determine and declare that the City has complied, or will comply prior to the delivery of the Series 2021 Refunding Bonds, with all the terms and conditions set forth in the Bond Ordinance with respect to authorizing the issuance of the Series 2021 Refunding Bonds on a parity with the Outstanding Parity Bonds.

SECTION 13. Amendment to Section 6.01 of the General Bond Ordinance. Section 6.01 of the General Bond Ordinance, entitled "Issuance of Parity Obligations; Parity Requirements", is hereby amended as follows:

Beginning on the first day on which no Outstanding Parity Bonds remain Outstanding, Section 6.01(b)(iii) shall be deleted in its entirety.

SECTION 14. Amendment to the First Supplemental Bond Ordinance. Upon consent of the Louisiana Department of Environmental Quality, as owner of the Series 2010 Bonds, the First Supplemental Bond Ordinance No. 89 of 2010 adopted by the Governing Authority on September 21, 2010, shall be amended as necessary to remove the amendments to Section 5.01 of the General Bond Ordinance contained therein, establish the "Series 2010 Reserve Account" in the Reserve Fund, and provide that "Reserve Fund Requirement" means one-half of the highest amount of principal, interest and Administrative Fee on the Bonds due in any future Bond Year. The Executive Officers, or either of them, are hereby authorized to take any and all action, including execution of any agreement required by the Louisiana Department of Environmental Quality, necessary to effectuate the foregoing amendments.

SECTION 15. Call for Redemption. Subject only to the delivery of the Series 2021 Refunding Bonds, the Refunded Bonds are hereby called for redemption on October 1, 2024, at
the principal amount thereof, and accrued interest to the date of redemption, in compliance with
the ordinances authorizing their issuance.

SECTION 16. Notice of Defeasance and Call for Redemption. In accordance with the
ordinances authorizing the issuance of the Refunded Bonds, a Notice of Defeasance and Call for
Redemption, in substantially the form attached hereto as Exhibit E, shall be given by the Paying
Agent by (i) mailing a copy of the redemption notice by first class mail, postage prepaid, by notice
deposited in the United States mails not less than thirty (30) days prior to the redemption date
addressed to the registered owner of each Refunded Bond to be redeemed at his address as shown
on the registration books of the Paying Agent, or (ii) delivering to the registered owner of each
Refunded Bond to be redeemed a copy of the redemption notice via other accepted means of
electronic communication.

SECTION 17. Official Statement. The City hereby approves the form and content of the
final Official Statement and hereby authorizes and directs the execution by the Executive Officers
and delivery of such final Official Statement to the Underwriter for use in connection with the
public offering of the Series 2021 Refunding Bonds.

SECTION 18. Post-Issuance Compliance. The Executive Officers and/or their designees
are directed to establish, continue, and/or amend, as applicable, written procedures to assist the
City in complying with various State and Federal statutes, rules and regulations applicable to the
Series 2021 Refunding Bonds and are further authorized to take any and all actions as may be
required by said written procedures to ensure continued compliance with such statutes, rules and
regulations throughout the term of the Series 2021 Refunding Bonds.

SECTION 19. Ordinance to Constitute Contract. In consideration of the purchase and
acceptance of the Series 2021 Refunding Bonds by those who shall own the same from time to
time, the provisions of this Eighth Supplemental Ordinance shall be a part of the contract of the
City with the Owners and shall be deemed to be and shall constitute a contract between the City
and the Owners from time to time of the Series 2021 Refunding Bonds. The provisions, covenants
and agreements herein set forth to be performed by or on behalf of the City shall be for the equal
benefit, protection and security of the Owners, each of which Series 2021 Refunding Bonds,
regardless of the time or times of its issue or maturity, shall be of equal rank without preference,
priority or distinction over any other thereof except as expressly provided in this Eighth
Supplemental Ordinance.

SECTION 20. Parties Interested Herein. Nothing in this Eighth Supplemental Ordinance
expressed or implied is intended or shall be construed to confer upon, or to give to, any person or
corporation, other than the City, the Paying Agent and the Owners of the Series 2021 Refunding
Bonds any right, remedy or claim under or by reason of this Eighth Supplemental Ordinance or
any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and
agreements in this Eighth Supplemental Ordinance contained by and on behalf of the City shall be
for the sole and exclusive benefit of the City, the Paying Agent and the Owners of the Series 2021
Refunding Bonds.

SECTION 21. Successors and Assigns. Whenever in this Eighth Supplemental Ordinance
the City is named or referred to, it shall be deemed to include its successors and assigns and all the
covenants and agreements in this Eighth Supplemental Ordinance contained by or on behalf of the
City shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

SECTION 22. Severability. In case any one or more of the provisions of this Eighth
Supplemental Ordinance or of the Series 2021 Refunding Bonds issued hereunder shall for any
reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other
provision of this Eighth Supplemental Ordinance or of the Series 2021 Refunding Bonds, but this
Eighth Supplemental Ordinance and the Series 2021 Refunding Bonds shall be construed and
enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional
or statutory provision enacted after the date of this Eighth Supplemental Ordinance which validates
or makes legal any provision of this Eighth Supplemental Ordinance or the Series 2021 Refunding
Bonds which would not otherwise be valid or legal shall be deemed to apply to this Eighth
Supplemental Ordinance and to the Series 2021 Refunding Bonds.

SECTION 23. Publication. This Eighth Supplemental Ordinance shall be published one
time in the official journal of the City. It shall not be necessary to publish the exhibits to this Eighth

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Supplemental Ordinance, but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal.

SECTION 24. Effective Date. This Eighth Supplemental 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 20th day of April, 2021 by the following vote:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the Ordinance was declared adopted on this, the 20th day of April, 2021.

/s/ Phyllis McGraw  
City Clerk

/s/ David Montgomery, Jr.  
President

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EXHIBIT A

to Eighth Supplemental Bond Ordinance

BOND PURCHASE AGREEMENT

TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
OF THE
CITY OF BOSSIER CITY, STATE OF LOUISIANA

May __, 2021

Hon. City Council of the
City of Bossier City, State of Louisiana
Bossier City, 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 Resolution (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 and payable, on a complete parity with the Outstanding Parity Bonds (as defined in the Bond Ordinance), as set forth in an ordinance adopted by the Governing Authority on April 20, 2021 (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. Furthermore, the Bonds are entitled to the benefit of a debt service reserve account in accordance with the terms of the Bond Ordinance, which reserve account is being initially funded via surety bond.
A portion of the proceeds of the Bonds, along with existing funds of the Issuer, will be deposited with Hancock Whitney Bank (the "Escrow Agent"), and invested pursuant to the Defeasance and Escrow Deposit Agreement dated as of May 1, 2021, 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 October 1, 2029, October 1, 2034, October 1, 2039, and October 1, 2043, and Utilities Revenue Refunding Bonds, Series 2014, maturing October 1, 2025, to October 1, 2038, inclusive (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 , 2021, 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 January 28, 2021, 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

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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;

e. 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 9:30 a.m., New Orleans Time, on or about May 13, 2021, 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 Hancock Whitney Bank, Baton Rouge, 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 State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

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 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;

(8) 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;

(9) a letter with respect to the Bonds, dated the date of Closing, of Bingham Arbitrage Rebate Services, Incorporated, 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;

(10) 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: "__/"/stable outlook;

(11) 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.

[Eighth Supplemental Bond Ordinance - Page 20]
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

(12) 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 or any of the Outstanding Parity Bonds is
reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating

[Eighth Supplemental Bond Ordinance - Page 21]
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 Bonds are required to be registered under the Eighth Supplemental Bond Ordinance - Page 22

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 surety bond fee.

(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; and (v) 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 indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified 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]
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 & COMPANY, INCORPORATED

By: ________________________________
Title: Managing Director

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

CITY OF BOSSIER CITY,
STATE OF LOUISIANA

By: ________________________________
Mayor
# Schedule I
## To Bond Purchase Agreement

**Purchase Price**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Par Amount of Bonds</td>
<td>$</td>
</tr>
<tr>
<td>Less: Underwriter's Discount (0.00%)</td>
<td>($)</td>
</tr>
<tr>
<td>Plus: Reoffering Premium</td>
<td>$</td>
</tr>
<tr>
<td><strong>PURCHASE PRICE</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
EXHIBIT
A
TO BOND PURCHASE
AGREEMENT

TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
OF THE
CITY OF BOSSIER CITY, STATE OF LOUISIANA

CERTIFICATE OF UNDERWRITER

This certificate is furnished by Stifel, Nicolaus & Company, Incorporated ("STIFEL"), in connection with the purchase of $ aggregate principal amount of Taxable Utilities Revenue Refunding Bonds, Series 2021 (the "Bonds"), of the City of Bossier City, State of Louisiana (the "Issuer"), at negotiated sale. The undersigned is duly authorized to execute this certificate on behalf of STIFEL and has been fully apprised of the facts and circumstances forming the basis of this certificate. The undersigned hereby certifies as set forth below with respect to the sale and issuance of the Bonds:

1. The aggregate purchase price of the Bonds is $, representing the sum of the aggregate principal amount of the Bonds equal to $, less underwriters' discount of $ and plus reoffering premium of $.

The representations set forth in this certificate are limited to factual matters only. We are not engaged in the practice of law, and nothing in this certificate represents our interpretation of any laws. Other than the Issuer, the foregoing information may not be relied upon by any other person for any other purpose.

STIFEL, NICOLAUS & COMPANY INCORPORATED

By: ___________________________
Name: _________________________
Title: __________________________

By: ___________________________
Name: _________________________
FORM OF SUPPLEMENTAL OPINION

May 13, 2021

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

Stifel, Nicolaus & Company, Incorporated
Baton Rouge, Louisiana

Argent Trust Company
Ruston, Louisiana

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

Under even date we have delivered our approving opinion in connection with the issuance of the captioned bonds (the "Bonds"). All terms not defined herein have the same meanings as in said approving opinion. We hereby supplement said opinion and advise you that we are further of the opinion that:

1. The Issuer has approved the Official Statement, dated __________, 2021 (the "Official Statement"), and the execution and delivery thereof to the Underwriters named therein.

2. To the best of our knowledge, the information contained in the Official Statement under the captions "INTRODUCTION", "SOURCES AND USES OF FUNDS", "THE BONDS" and "SECURITY PROVISIONS AND PROTECTIVE COVENANTS FOR THE BONDS AND THE OUTSTANDING PARITY BONDS", insofar as such information purports to summarize certain provisions of the Ordinance and the Bonds, presents a fair and accurate summary of such provisions. To the best of our knowledge, the information under the aforesaid captions also does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended.
4. A portion of the funds derived from the issuance of the Bonds has been deposited in trust with Hancock Whitney Bank, Baton Rouge, Louisiana (the "Escrow Agent") in an Escrow Fund created pursuant to a Defeasance and Escrow Deposit Agreement dated of even date herewith (the "Escrow Agreement") with for the purpose of providing moneys to pay the principal of and interest on the Refunded Bonds to their redemption date, irrevocable provision having been made in the Ordinance for the call for redemption of the Refunded Bonds on said date, and has been applied to the purchase of direct non-callable obligations of the United States of America and obligations unconditionally guaranteed by the United States of America (the "Escrow Securities") as provided in the Escrow Agreement. The principal of and interest on the Escrow Securities will provide sufficient moneys to pay when due the principal of and interest on the Refunded Bonds to October 1, 2024, irrevocable provision having been made in the Resolution for the redemption on said date of the Refunded Bonds. The Escrow Agreement has been duly authorized, executed and delivered by, and, assuming the due authorization and execution thereof by the Escrow Agent, constitutes a valid and binding obligation of, the Issuer.

5. Pursuant to the provisions of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds have been defeased and are deemed to be paid and are no longer considered to be outstanding under the provisions of the ordinances authorizing their issuance (the "Refunded Bond Ordinances"); the covenants, pledges and obligations contained in the Refunded Bond Ordinances as they relate to the Refunded Bonds, have been discharged and the Refunded Bonds are no longer entitled to any benefits under the Refunded Bond Ordinances.

In rendering the opinions expressed in numbered paragraphs 4 and 5 with respect to the defeasance of the Refunded Bonds, we have made no independent mathematical verification regarding the sufficiency of the Escrow Fund for the payment of the required debt service on the Refunded Bonds to their redemption date and have relied for purposes of this opinion upon the mathematical certification of Bingham Arbitrage Rebate Services, Inc., of Richmond, Virginia, to the mathematical accuracy of the computations of such sufficiency.

It is to be understood that the enforceability of the Escrow Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that its enforceability may also be subject to the exercise of the sovereign police powers of the State of Louisiana, or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

The opinions rendered herein are limited to the matters set forth herein. We are not passing upon the accuracy or completeness of the Official Statement. The opinions contained herein are based on existing law, which is subject to change, and are further based on factual representations made to us as of the date thereof. We assume no duty to update or supplement this letter to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in law that may thereafter occur or become effective. Our opinions contained herein are not a guarantee of a particular result and are not binding on any court or regulatory agency; rather, such opinions represent our professional judgment based on our review of existing law and in reliance on the representations and covenants relevant to such opinions.

No attorney-client relationship has existed or exists between our firm and the addressees hereof (other than the Issuer) in connection with the issuance of the Bonds or by virtue of this letter. This
letter is delivered to the addressees for the sole benefit of each and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not be, relied upon by any other holder of the Bonds or by any other person to whom it is not specifically addressed.

Respectfully submitted,
## Refunded Bonds

### Utilities Revenue Bonds, Series 2014

<table>
<thead>
<tr>
<th>MATURITY (October 1)</th>
<th>PRINCIPAL AMOUNT DUE</th>
<th>INTEREST RATE</th>
<th>CUSIP</th>
</tr>
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<tbody>
<tr>
<td>2029</td>
<td>$3,205,000</td>
<td>5.000%</td>
<td>100216 EP1</td>
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<tr>
<td>2034</td>
<td>4,090,000</td>
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<td>100216 EQ9</td>
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<td>2039</td>
<td>5,120,000</td>
<td>4.000</td>
<td>100216 ER7</td>
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<tr>
<td>2043</td>
<td>4,890,000</td>
<td>4.125</td>
<td>100216 ES5</td>
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## Utilities Revenue Refunding Bonds, Series 2014

<table>
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<tr>
<th>MATURITY (October 1)</th>
<th>PRINCIPAL AMOUNT DUE</th>
<th>INTEREST RATE</th>
<th>CUSIP</th>
</tr>
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<tr>
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<td>$4,675,000</td>
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<td>100216 FD7</td>
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<td>2026</td>
<td>2,910,000</td>
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<td>2026</td>
<td>2,000,000</td>
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<td>2027</td>
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<td>2038</td>
<td>8,695,000</td>
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<td>100216 FT2</td>
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EXHIBIT C
To Eighth Supplemental Bond Ordinance

RESERVE FUND INSURANCE POLICY
EXHIBIT D
To Eighth Supplemental Bond Ordinance

FORM OF BONDS

NO. R-____  PRINCIPAL AMOUNT $__________

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Issuer or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & CO., or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO., or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein.

As provided in the Bond Ordinance referred to herein, until the termination of the system of book-entry only transfers through DTC and notwithstanding any other provision of the Bond Ordinance to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF BOSSIER

TAXABLE UTILITIES REVENUE REFUNDING BOND, SERIES 2021
OF THE CITY OF BOSSIER CITY, STATE OF LOUISIANA

<table>
<thead>
<tr>
<th>Bond Date</th>
<th>Maturity Date</th>
<th>Interest Rate</th>
<th>CUSIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>________, 2021</td>
<td>October 1, 20____</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

CITY OF BOSSIER CITY, STATE OF LOUISIANA (the "Issuer"), promises to pay to

REGISTERED OWNER: CEDE & CO. (Tax Identification #13-2555119)

PRINCIPAL AMOUNT: ___________________________ DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on April 1 and October 1 of each year, commencing October 1, 2021 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable at the principal corporate trust office of Hancock Whitney Bank, in Baton Rouge, Louisiana, or successor thereto (the "Paying
Agent") upon presentation and surrender hereof, and interest on this Bond will be payable by the Paying Agent by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding said interest payment date) at the address as shown on the registration books of the Paying Agent.

During any period after the initial delivery of the Bonds in book-entry only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least $1,000,000 in principal amount of Bonds outstanding, all payments of principal, premium, if any, and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE BOND ORDINANCE, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE Bond ORDINANCE AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER THEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BONDOWNER SO ELECT. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

This Bond is one of an authorized issue aggregating in principal the sum of $_________ (the "Bonds"), all of like tenor and effect except as to number, denomination, interest rate and maturity, the Bonds having been issued by the Issuer pursuant to General Bond Ordinance No. 67 of 2010 adopted by the governing authority of the Issuer on July 6, 2020, as amended and supplemented, including by the Eighth Supplemental Bond Ordinance No. ___ of 2021 adopted by the governing authority of the Issuer on April 20, 2021 (collectively, the "Bond Ordinance"), for the purpose of (i) refunding the Issuer’s outstanding Utilities Revenue Bonds, Series 2014 maturing on October 1, 2029, October 1, 2034, October 1, 2039, and October 1, 2043, and Utilities Revenue Refunding Bonds, Series 2014 maturing on October 1, 2025, to October 1, 2038, inclusive, (ii) paying the cost of a reserve fund surety and (iii) paying the costs
of issuance of the Bonds under the authority conferred by 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 Bonds maturing on October 1, 20__ and thereafter, shall be callable for redemption by the Issuer in full or in part at any time on or after October 1, 20__, and if less than a full maturity, then by lot within such maturity on any Interest Payment Date on or after October 1, 20__, at the principal amount thereof plus accrued interest to the date fixed for redemption. In the event any Bond to be redeemed is of a denomination larger than $5,000, a portion of such Bond ($5,000 or any multiple thereof) may be redeemed.

Official notice of such call of any of the Bonds for redemption shall be given by means of first class mail, postage prepaid, by notice deposited in the United States mail not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

The Issuer shall cause to be kept at the principal corporate trust office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Bond Ordinance. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of $5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning (i) at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date or (ii) with respect to Bonds to be redeemed, at the opening of business fifteen (15) days before the date of the mailing of a notice of redemption of such Bonds and ending on the date of such redemption.

This Bond and the issue of which it forms a part, equally with the Outstanding Parity Bonds (as hereinafter defined), are secured by and payable as to principal and interest solely from the income and revenues derived or to be derived from the operation of the System (as defined in the Bond Ordinance), after provision has been made for payment therefrom of the reasonable and necessary expenses of administering, operating and maintaining the System, as further described in the Bond Ordinance. Neither this Bond nor the debt it represents constitutes an indebtedness or pledge of the general credit of the City within the meaning of any constitutional or statutory limitation of indebtedness.

This Bond and the issue of which it forms a part are issued on a parity with the Issuer's outstanding Utilities Revenue Bonds, Series 2010, Utilities Revenue Refunding Bonds, Series 2010, Taxable Utilities Revenue Bonds, Series 2014, unrefunded Utilities Revenue Bonds, Series 2014, unrefunded Utilities Revenue Refunding Bonds, Series 2014, Taxable Utilities Revenue Bonds, Series 2016, Taxable Utilities Revenue Bonds, Series 2017 and Taxable Utilities Revenue Bonds, Series 2020 (collectively, the "Outstanding Parity Bonds"). It is certified that the Issuer, in issuing
this Bond, has complied with all terms and conditions set forth in the ordinances authorizing the issuance of the Outstanding Parity Bonds.

For a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, and the conditions under which additional bonds may be issued on a parity with this Bond, reference is hereby made to the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this indebtedness is authorized by and is issued in conformity with the requirements of the Constitution and statutes of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the City Council of the City of Bossier City, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Issuer by the [facsimile/manual] signatures of its Mayor and City Clerk and a [facsimile/manual] of its corporate seal to be imprinted hereon.

CITY OF BOSSIER CITY, STATE OF LOUISIANA

______________________________
Mayor

______________________________
City Clerk

(SEAL)

* * * * * *

(FORM OF PAYING AGENT’S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance.

D-4
Hancock Whitney Bank,
Baton Rouge, Louisiana
as Paying Agent

By: ____________________________________________
Authorized Officer

Date of Registration: ____________________________
* * * * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please Insert Social Security
or other Identifying Number of
Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

______________________________________ attorney or agent to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________________________

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.
EXHIBIT E
To Eighth Supplemental Bond Ordinance

UTILITIES REVENUE BONDS, SERIES 2014
OF THE CITY OF BOSSIER CITY, STATE OF LOUISIANA
(MATURING OCTOBER 1, 2029, 2034, 2039 and 2043)

UTILITIES REVENUE REFUNDING BONDS, SERIES 2014
OF THE CITY OF BOSSIER CITY, STATE OF LOUISIANA
(MATURING OCTOBER 1, 2025 THROUGH OCTOBER 1, 2038, INCLUSIVE)

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on April 20, 2021, by
the City Council of the City of Bossier City, State of Louisiana, acting as the governing authority
of the CITY OF BOSSIER CITY, STATE OF LOUISIANA (the "Issuer"), that the Issuer
hereby calls for redemption of $17,305,000 of the Issuer's outstanding Utilities Revenue Bonds,
Series 2014, consisting of those bonds maturing October 1, 2029, 2034, 2039 and 2043 (the "Series
2014 Bonds") and $90,715,000 of the Issuer's outstanding Utilities Revenue Refunding Bonds,
Series 2014, consisting of those bonds maturing October 1, 2025 through October 1, 2038,
inclusive (the "Series 2014 Refunding Bonds", and together with the Series 2014 Bonds, the
"Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised
Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will
no longer be secured by or entitled to the benefits of the ordinances of the Issuer providing for
their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Series 2014 Bonds which have been
so defeased are hereby further called for redemption on October 1, 2024, at the principal amount
thereof and accrued interest to the redemption date, as follows:

<table>
<thead>
<tr>
<th>MATURITY (October 1)</th>
<th>PRINCIPAL AMOUNT DUE</th>
<th>INTEREST RATE</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>2029</td>
<td>$3,205,000</td>
<td>5.000%</td>
<td>100216 EP1</td>
</tr>
<tr>
<td>2034</td>
<td>4,090,000</td>
<td>5.000</td>
<td>100216 EQ9</td>
</tr>
<tr>
<td>2039</td>
<td>5,120,000</td>
<td>4.000</td>
<td>100216 ER7</td>
</tr>
<tr>
<td>2043</td>
<td>4,890,000</td>
<td>4.125</td>
<td>100216 ES5</td>
</tr>
</tbody>
</table>

NOTICE IS HEREBY FURTHER GIVEN that the Series 2014 Refunding Bonds which
have been so defeased are hereby further called for redemption on October 1, 2024, at the principal
amount thereof and accrued interest to the redemption date, as follows:

<table>
<thead>
<tr>
<th>MATURITY (October 1)</th>
<th>PRINCIPAL AMOUNT</th>
<th>INTEREST RATE</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>2029</td>
<td>$3,990,000</td>
<td>5.000%</td>
<td>100216 EP1</td>
</tr>
<tr>
<td>2034</td>
<td>4,780,000</td>
<td>5.000</td>
<td>100216 EQ9</td>
</tr>
<tr>
<td>2039</td>
<td>6,100,000</td>
<td>4.000</td>
<td>100216 ER7</td>
</tr>
<tr>
<td>2043</td>
<td>5,080,000</td>
<td>4.125</td>
<td>100216 ES5</td>
</tr>
</tbody>
</table>

E-1
<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>CUSIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>$4,675,000</td>
<td>5.000%</td>
<td>100216 FD7</td>
</tr>
<tr>
<td>2026</td>
<td>$2,910,000</td>
<td>5.000</td>
<td>100216 FE5</td>
</tr>
<tr>
<td>2026</td>
<td>$2,000,000</td>
<td>4.000</td>
<td>100216 FF2</td>
</tr>
<tr>
<td>2027</td>
<td>$5,135,000</td>
<td>5.000</td>
<td>100216 FG0</td>
</tr>
<tr>
<td>2028</td>
<td>$5,390,000</td>
<td>5.000</td>
<td>100216 FH8</td>
</tr>
<tr>
<td>2029</td>
<td>$5,660,000</td>
<td>5.000</td>
<td>100216 FJ4</td>
</tr>
<tr>
<td>2030</td>
<td>$5,940,000</td>
<td>4.000</td>
<td>100216 FK1</td>
</tr>
<tr>
<td>2031</td>
<td>$6,180,000</td>
<td>5.000</td>
<td>100216 FL9</td>
</tr>
<tr>
<td>2032</td>
<td>$6,490,000</td>
<td>5.000</td>
<td>100216 FM7</td>
</tr>
<tr>
<td>2033</td>
<td>$6,810,000</td>
<td>5.000</td>
<td>100216 FN5</td>
</tr>
<tr>
<td>2034</td>
<td>$7,155,000</td>
<td>5.000</td>
<td>100216 FP0</td>
</tr>
<tr>
<td>2035</td>
<td>$7,510,000</td>
<td>5.000</td>
<td>100216 FQ8</td>
</tr>
<tr>
<td>2036</td>
<td>$7,885,000</td>
<td>5.000</td>
<td>100216 FR6</td>
</tr>
<tr>
<td>2037</td>
<td>$8,280,000</td>
<td>5.000</td>
<td>100216 FS4</td>
</tr>
<tr>
<td>2038</td>
<td>$8,695,000</td>
<td>4.000</td>
<td>100216 FT2</td>
</tr>
</tbody>
</table>

No further interest will accrue and be payable on said Refunded Bonds from and after October 1, 2024. **Redemption of the Refunded Bonds is conditioned upon the receipt by the Paying Agent on or before October 1, 2024 of moneys sufficient to pay the principal of and interest on the Refunded Bonds, and if such moneys have not been received, this notice shall be of no force and effect and the Issuer is not required to redeem such Refunded Bonds.** The Refunded Bonds should not be surrendered for payment until October 1, 2024, and then should be surrendered at Hancock Whitney Bank, as follows:

**By Mail, Express Mail or Hand Delivery**
Hancock Whitney Bank
Corporate Trust Services
2510 14th Street
Gulfport, Mississippi 39501

The CUSIP NUMBERS listed above are provided for the convenience of the bondowners. The Issuer does not certify as to their correctness.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

CITY OF BOSSIER CITY, STATE OF LOUISIANA

By: /s/ [MAYOR]
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 the Eighth Supplemental Bond Ordinance No. ____ of 2021 adopted by City Council of the City of Bossier City, State of Louisiana, acting as the governing authority of the City, on April 20, 2021, authorizing the issuance and delivery of [ 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; prescribing the form and certain terms and conditions of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 20th day of April, 2021.

________________________________________
City Clerk
AGENDA ITEM FACT SHEET

TITLE:

AN ORDINANCE LEVYING AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE LIMITS OF THE CITY OF BOSSIER CITY, LOUISIANA, FOR THE YEAR 2021, AND PROVIDING THE MANNER OF ASSESSMENT AND COLLECTION THEREOF.

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

TIME DEADLINES: Council Meeting: April 6, 2021 & April 20, 2021 @ 3:00 p.m.

SPONSOR: Stacie Fernandez, Director of Finance

DATE: March 31, 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 LEVYING AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE LIMITS OF THE CITY OF BOSSIER CITY, LOUISIANA, FOR THE YEAR 2021, AND PROVIDING THE MANNER OF ASSESSMENT AND COLLECTION THEREOF.

SECTION 1: BE IT ORDAINED BY THE City Council of the City of Bossier City, Louisiana, in regular session convened that the following millages be and the same are hereby levied on all taxable property located within the limits of the City of Bossier City, Louisiana, for the year 2021:

1) 5.57 Mills for the payment of all necessary expenses for the operation of the affairs of the City of Bossier City, Louisiana. Mill Key #5078001

2) 8.32 Mills for the purpose of operating and maintaining the Fire and Police Departments of the City of Bossier City. Mill Key #5078002

3) 5.98 Mills for the purpose of operation and maintenance of the Fire and Police Departments including salaries. Mill Key #5078004

4) 2.71 Mills for the purpose of operation and maintenance of the Fire and Police Departments including salaries. Mill Key #5078005

SECTION 2: BE IT FURTHER ORDAINED, that the tax assessment roll covering the foregoing millages is estimated by the Louisiana Legislative Auditor and the Bossier Parish Assessor for the year of 2021, and is hereby adopted and approved.

SECTION 3: BE IT FURTHER ORDAINED, that the proper administrative officials be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll for the year 2021, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in a manner provided by law.

SECTION 4: BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

The above and foregoing Resolution, 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**

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

**TITLE:**
AN ORDINANCE APPROPRIATING AN ADDITIONAL 1 MILLION DOLLARS TO ADD TO THE 2.1 MILLION APPROPRIATED FOR A FIRE STATION IN THE EASTBANK DISTRICT BY ORDINANCE NO. 40 OF 2020.

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting,

**SPONSOR:** Jimmy Hall, City Attorney

**DATE:** 3/31/21

**RECOMMENDED BY:** Lorenz Walker, Mayor

**COUNCIL DISTRICT:** All

**DATE TO BE PUT ON AGENDA:** 4/6/21

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

Ordinance No. Of 2021

AN ORDINANCE APPROPRIATING AN ADDITIONAL 1 MILLION DOLLARS TO ADD TO THE 2.1 MILLION APPROPRIATED FOR A FIRE STATION IN THE EASTBANK DISTRICT BY ORDINANCE NO. 40 OF 2020.

WHEREAS, an additional one million dollars may be appropriated from the following funds and amounts set forth herein to construct a Fire Station in the Eastbank District:

<table>
<thead>
<tr>
<th>Fund descriptions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 240 - Fire Improvement &amp; Operations Fund</td>
<td>$400,000</td>
</tr>
<tr>
<td>Fund 235 – Hotel/Motel Tax Fund</td>
<td>$600,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,000,000.00</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that one million dollars is hereby appropriated from the following funds in the amounts set forth herein to construct a Fire Station in the Eastbank District:

<table>
<thead>
<tr>
<th>Fund descriptions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 240 - Fire Improvement &amp; Operations Fund</td>
<td>$400,000</td>
</tr>
<tr>
<td>Fund 235 – Hotel/Motel Tax Fund</td>
<td>$600,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,000,000.00</strong></td>
</tr>
</tbody>
</table>

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
TITLE: AN ORDINANCE APPROPRIATING THIRTY (30) MILLION DOLLARS FROM VARIOUS SOURCES SET FORTH HEREIN TO CONSTRUCT THE BOSSIER CITY RECREATIONAL CENTER AND SENIOR CENTER.

EXPLANATION OF PROPOSAL: 

COST/BUDGET DATA: 

TIME DEADLINES: Council Meeting, 

SPONSOR: David Montgomery Jr., City Councilman

DATE: 3/31/21

☑ NOTED ☐ RECOMMENDED BY: Loraine Walker, Mayor

COUNCIL DISTRICT: All

DATE TO BE PUT ON AGENDA: 4/6/21

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

Ordinance No. Of 2021

AN ORDINANCE APPROPRIATING THIRTY (30) MILLION DOLLARS FROM VARIOUS SOURCES SET FORTH HEREIN TO CONSTRUCT THE BOSSIER CITY RECREATIONAL CENTER AND SENIOR CENTER.

WHEREAS, the thirty (30) million appropriation will come from funds set forth herein in the amounts attributed to each fund; and

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 498 – 2018 LCDA Bond</td>
<td>22.1m</td>
</tr>
<tr>
<td>Fund 498 – Previously appropriated for Viking Drive</td>
<td>0.6 m</td>
</tr>
<tr>
<td>Fund 498 - Interest Earned</td>
<td>2.8 m</td>
</tr>
<tr>
<td>Fund 810 – Riverboat Interest on 30 m</td>
<td>1.0 m</td>
</tr>
<tr>
<td>Fund 820 – Public Safety Interest on 2.0 m</td>
<td>2.0 m</td>
</tr>
<tr>
<td>Fund 410 – Parkway (Sales Tax) Capital</td>
<td>1.5 m</td>
</tr>
<tr>
<td>Total</td>
<td>30 m</td>
</tr>
</tbody>
</table>

WHEREAS, Covid-19 had an impact on facilities like this and on the supplies necessary for construction causing delay in construction of the referenced facility; and

WHEREAS, plans have been completed and the facility is ready to be constructed; and

WHEREAS, this project consist of 84,883 sf of recreational center, 10,700 sf of senior center, associated site work, parking, and landscaping. The recreational center includes 50-meter competition pool (with 25-yard cross lanes), 6 lane warm up pool, fitness gym, multiuse gym, locker rooms/bathrooms, administrative offices, children’s area, meeting rooms, fitness studios, cycle studios, wellness center, and walking track. The senior center includes cafeteria/multiuse room, exercise room, administrative suite, tv room, arcade, and restrooms.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that thirty (30) million dollars is hereby appropriated from the following funds in the amounts set forth herein:
<table>
<thead>
<tr>
<th>Fund 498 – 2018 LCDA Bond</th>
<th>22.1m</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 498 – Previously appropriated for Viking Drive</td>
<td>0.6 m</td>
</tr>
<tr>
<td>Fund 498 - Interest Earned</td>
<td>2.8 m</td>
</tr>
<tr>
<td>Fund 810 – Riverboat Interest on 30 m</td>
<td>1.0 m</td>
</tr>
<tr>
<td>Fund 820 – Public Safety Interest on 2.0 m</td>
<td>2.0 m</td>
</tr>
<tr>
<td>Fund 410 – Parkway (Sales Tax) Capital</td>
<td>1.5 m</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>30 m</strong></td>
</tr>
</tbody>
</table>

**BE IT FURTHER ORDAINED** that Mike McSwain Architect, LLC is hereby appointed to manage this project and giving Mayor Lorenz Walker authority to sign the contract attached as Exhibit “A”

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
AGREEMENT made as of the twenty-fifth day of March in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bossier City
620 Benton Road
Bossier City, LA 71111

and the Architect:
(Name, legal status, address and other information)

Mike McSwain Architect, LLC
101 Milam
Suite 101
Shreveport, LA 71101

for the following Project:
(Name, location and detailed description)

Bossier City Recreational Center and Senior Center
Mondello Way—North Bossier Park
Bossier City, LA 71111

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 SUPPLEMENTAL AND ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of
execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program; identify documentation that establishes the Owner's program, or state the manner in
which the program will be developed.)

See attached, "Exhibit A – Concept Floor Plans" showing owner's program

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location;
dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of
public and private utilities and services; legal description of the site, etc.)

The project consists of 84,883sf of recreational center, 10,700sf of senior center, associated site work, parking,
landscaping as indicated on the attached "Exhibit A – Concept Floor Plans". The recreational center includes 50 meter
competition pool (with 25 yard cross lanes), 6 lane warm up pool, fitness gym, multiuse gym, locker
rooms/bathrooms, administrative offices, children area, meeting rooms, fitness studios, cycle studio, wellness center,
and walking track. The senior center includes cafeteria/multiuse room, exercise room, administrative suite, tv room,
arcade, and restrooms.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$26,278,953.00 – see attached "Exhibit B – Overall Cost Summary"
### § 1.1.4 The Owner’s anticipated design and construction milestone dates:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>.1 Design phase milestone dates, if any:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 months from Notice to Proceed</td>
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<tr>
<td>.2 Construction commencement date:</td>
<td>To be determined</td>
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<tr>
<td>.3 Substantial Completion date or dates:</td>
<td>To be determined</td>
</tr>
<tr>
<td>.4 Other milestone dates:</td>
<td>N/A</td>
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</table>

### § 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract.)

<p>| | |</p>
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<tbody>
<tr>
<td>Competitive Public Bid</td>
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### § 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

<p>| | |</p>
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<tbody>
<tr>
<td>N/A</td>
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### § 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

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<tbody>
<tr>
<td>N/A</td>
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### § 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

### § 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

<p>| | |</p>
<table>
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<tr>
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<tbody>
<tr>
<td>Ben Rauchsenbach</td>
<td>City of Bossier City – City Engineer</td>
</tr>
<tr>
<td></td>
<td>620 Benton Road</td>
</tr>
<tr>
<td></td>
<td>Bossier City, LA 71111</td>
</tr>
</tbody>
</table>

### § 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
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<tbody>
<tr>
<td>To be determined</td>
<td></td>
</tr>
</tbody>
</table>
§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

1. Cost Consultant:

N/A

2. Scheduling Consultant:

N/A

3. Geotechnical Engineer:

To be determined

4. Civil Engineer – Topographic Survey:

Coyle Engineering, Inc.
3925 Benton Road
Bossier City, LA 71111

5. Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mike McSwain
Mike McSwain Architect, LLC
101 Milam, Suite 101
Shreveport, LA 71101

318-681-9515

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:
1. Structural Engineer:

Init.
Mechanical Engineer:
EMA Engineering and Consulting
9441 Stevens Road
Suite 200
Shreveport, LA 71106

Electrical Engineer:
EMA Engineering and Consulting
9441 Knight Street
Suite 200
Shreveport, LA 71106

Civil Engineer:
Manchac Consulting Group, Inc.
700 Ogilvie Street
Bossier City, LA 71111

§ 1.1.12.2 Consultants retained under Supplemental Services:
N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:
N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.
ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars / two million dollars ($1,000,000.00 / 2,000,000.00 ) for each occurrence and one million dollars ($1,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00 ) each accident, one million dollars ($1,000,000.00 ) each employee, and one million dollars ($1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000.00 ) per claim and two million dollars ($2,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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User Notes:
ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, a schedule for the performance of the Architect’s services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect’s services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect’s written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other
documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner’s approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the
Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner’s approval of the Construction Documents.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.
§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent inspections, (3) the Owner’s inspections, and (4) the Owner’s right to inspect the Work and verify the amounts shown on the certification.
tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.
§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:
1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 4.1 Supplemental Services
§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

<table>
<thead>
<tr>
<th>Supplemental Services</th>
<th>Responsibility (Architect, Owner, or not provided)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1.1 Programming</td>
<td>Architect / Owner</td>
</tr>
<tr>
<td>§ 4.1.1.2 Multiple preliminary designs</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.3 Measured drawings</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.4 Existing facilities surveys</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.5 Site evaluation and planning</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.6 Building Information Model management responsibilities</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.7 Development of Building Information Models for post construction use</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.8 Civil engineering</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.9 Landscape design</td>
<td>Architect</td>
</tr>
<tr>
<td>Supplemental Services</td>
<td>Responsibility (Architect, Owner, or not provided)</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>§ 4.1.1.10 Architectural interior design</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.11 Value analysis</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.12 Cost estimating</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.13 On-site project representation</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.14 Conformed documents for construction</td>
<td>Architect</td>
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<td>§ 4.1.1.15 As-designed record drawings</td>
<td>Contractor</td>
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<tr>
<td>§ 4.1.1.16 As-constructed record drawings</td>
<td>Contractor</td>
</tr>
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<td>§ 4.1.1.17 Post-occupancy evaluation</td>
<td>N/A</td>
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<td>§ 4.1.1.18 Facility support services</td>
<td>N/A</td>
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<tr>
<td>§ 4.1.1.19 Tenant-related services</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.20 Architect's coordination of the Owner's consultants</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.21 Telecommunications/data design</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.1.22 Security evaluation and planning</td>
<td>Owner</td>
</tr>
<tr>
<td>§ 4.1.1.23 Commissioning</td>
<td>Owner</td>
</tr>
<tr>
<td>§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3</td>
<td>N/A</td>
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<tr>
<td>§ 4.1.1.25 Historic preservation</td>
<td>N/A</td>
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<tr>
<td>§ 4.1.1.26 Furniture, furnishings, and equipment design</td>
<td>Owner</td>
</tr>
<tr>
<td>§ 4.1.1.27 Other services provided by specialty Consultants</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.1.28 Other Supplemental Services</td>
<td>N/A</td>
</tr>
</tbody>
</table>

§ 4.1.2 Description of Supplemental Services
§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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User Notes:

(1647468917)
§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests prepared by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding proposed by the Owner;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 thirty six (36 ) visits to the site by the Architect during construction

.3 two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of
the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.
§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant,
shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner’s budget for the Cost of the Work, the Owner shall
1. give written approval of an increase in the budget for the Cost of the Work;
2. terminate in accordance with Section 9.5;
3. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
4. implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect’s revisions in the Construction Documents Phase shall be the limit of the Architect’s responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner’s budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the
Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Choose the appropriate box.)

User Notes:
If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimburseable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(See forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

| .1 Termination Fee: | N/A |

Init. / 1

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User Notes: (1647468917)
.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of
Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement
are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that
jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the
Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General
Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal
representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written
consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project
if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to
the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall
be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests
the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute
all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect
for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents
that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor
of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery,
presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any
form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project
among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the
completed Project to make such representations. However, the Architect's materials shall not include the Owner's
confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific
information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for
the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of
this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business
proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other
person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to
the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of
compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably
necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such
information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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User Notes:
for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum
   (Insert amount)

   $1,816,192.00 (See attached, Exhibit C – Calculator Based on State Fee Schedule” – based on the construction costs reflected on the attached "Exhibit B – Overall Cost Summary")

2. Percentage Basis
   (Insert percentage value)

   ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3. Other
   (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To Be Determined

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional Services will be based on the State of Louisiana Fee Formula for Architectural Services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>fifteen</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>twenty</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>thirty-five</td>
</tr>
</tbody>
</table>

Init.

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User Notes:
<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Phase</td>
<td>5%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total Basic Compensation</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.) Architects and Engineers will be billed at their hourly rates at the time of service.

**Employee or Category**  
**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
12. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus fifteen percent (15%) of the expenses incurred.
§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18 % annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
1. AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
2. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

3. Exhibits:
(Insert the appropriate box for any exhibits incorporated into this Agreement.)
[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Concept Floor Plans
Exhibit B – Overall Cost Summary
Exhibit C – Calculator Based on State Fee Schedule

A Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
Mayor Lorenz "Lo" Walker – Mayor Bossier City
(Printed name and title)

ARCHITECT (Signature)  
Mike McSwain – Owner, Mike McSwain Architect, LLC  LA 5963
(Printed name, title, and license number, if required)
Additions and Deletions Report for
AIA Document B103 — 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:43:55 ET on 03/29/2021.

PAGE 1

AGREEMENT made as of the twenty fifth day of March in the year 2021

... City of Bossier City 620 Benton Road Bossier City, LA 71111 ...

... Mike McSwain Architect, LLC 101 Millam Suite 101 Shreveport, LA 71101 ...

... Bossier City Recreational Center and Senior Center Mondello Way – North Bossier Park Bossier City, LA 71111 PAGE 2

See attached, "Exhibit A – Concept Floor Plans" showing owner’s program ...

... The project consists of 84,883sf of recreational center, 10,700sf of senior center, associated site work, parking, landscaping as indicated on the attached "Exhibit A – Concept Floor Plans". The recreational center includes 50 meter competition pool (with 25 yard cross lanes), 6 lane warm up pool, fitness gym, multiuse gym, locker rooms/bathrooms, administrative offices, children’s area, meeting rooms, fitness studios, cycle studio, wellness center, and walking track. The senior center includes cafeteria/multiuse room, exercise room, administrative suite, tv room, arcade, and restrooms...

... $26,278,953.00 – see attached "Exhibit B – Overall Cost Summary" PAGE 3

6 months from Notice to Proceed

...
To be determined

N/A

Competitive Public Bid

N/A

N/A

Ben Rauchenbach
City of Bossier City—City Engineer
620 Benton Road
Bossier City, LA 71111

To be determined

Civil Engineer—Topographic Survey:

Coyle Engineering, Inc.
3925 Benton Road
Bossier City, LA 71111

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§ 2.5.1 Commercial General Liability with policy limits of not less than ($ ) for each occurrence and ($ one million dollars / two million dollars ($1,000,000.00 / 2,000,000.00 ) for each occurrence and one million dollars ($1,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate.

| § 4.1.1.1 Programming                  | Architect / Owner |
| § 4.1.1.2 Multiple preliminary designs | Architect        |
| § 4.1.1.3 Measured drawings            | Architect        |
| § 4.1.1.4 Existing facilities surveys  | N/A              |
| § 4.1.1.5 Site evaluation and planning | Architect        |
| § 4.1.1.6 Building Information Model management responsibilities | N/A |
| § 4.1.1.7 Development of Building Information Models for post construction use | N/A |
| § 4.1.1.8 Civil engineering            | Architect        |
| § 4.1.1.9 Landscape design             | Architect        |
| § 4.1.1.10 Architectural interior design | Architect   |
| § 4.1.1.11 Value analysis              | N/A              |
| § 4.1.1.12 Cost estimating             | N/A              |
| § 4.1.1.13 On-site project representation | Architect    |
| § 4.1.1.14 Conformed documents for construction | Architect |
| § 4.1.1.15 As-designed record drawings  | Contractor      |
| § 4.1.1.16 As-constructed record drawings | Contractor    |
| § 4.1.1.17 Post-occupancy evaluation   | N/A              |
| § 4.1.1.18 Facility support services   | N/A              |
| § 4.1.1.19 Tenant-related services     | N/A              |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Architect |
| § 4.1.1.21 Telecommunications/data design | Owner         |
| § 4.1.1.22 Security evaluation and planning | Owner     |
| § 4.1.1.23 Commissioning               | Owner           |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | N/A |
| § 4.1.1.25 Historic preservation       | N/A              |
| § 4.1.1.26 Furniture, furnishings, and equipment design | Owner |
| § 4.1.1.27 Other services provided by specialty Consultants | N/A |
| § 4.1.1.28 Other Supplemental Services  | N/A              |

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User Notes: 1647468917)}
§ 4.2.5 If the services covered by this Agreement have not been completed within twenty eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 19

[ X ] Litigation in a court of competent jurisdiction

...}

§ 8.3 Arbitration
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly certified to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party, provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...
$1,816,192.00 (See attached, Exhibit C – Calculator Based on State Fee Schedule” – based on the construction costs reflected on the attached “Exhibit B – Overall Cost Summary")

To Be Determined

Additional Services will be based on the State of Louisiana Fee Formula for Architectural Services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>fifteen</td>
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<tr>
<td>Design Development Phase</td>
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<td>Construction Documents Phase</td>
<td>thirty-five</td>
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<tr>
<td>Procurement Phase</td>
<td>five</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>twenty-five</td>
</tr>
</tbody>
</table>

Architects and Engineers will be billed at their hourly rates at the time of service.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus fifteen percent (15 %) of the expenses incurred.

PAGE 23

N/A

§ 11.10.1.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

18 % annum

N/A

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User Notes: 1647468917)
[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

... N/A ...

Exhibit A – Concept Floor Plans
Exhibit B – Overall Cost Summary
Exhibit C – Calculator Based on State Fee Schedule

... N/A ...

Mayor Lorenz "Lo" Walker – Mayor Bossier City

Mike McSwain – Owner Mike McSwain Architect,
LLC LA 5963
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, MIKE MCSWAIN, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:43:55 ET on 03/29/2021 under Order No. 5153877359 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

OWNER • MIKE MCSWAIN • ARCHITECT, LLC

>Title)

03 • 29 • 2021

(Dated)
EXHIBIT A – CONCEPT FLOOR PLANS
RECREATIONAL CENTER

FIRST FLOOR CONCEPT DIAGRAM
SECOND FLOOR RECREATION CENTER
EXHIBIT B – OVERALL COST SUMMARY
Overall Project Cost Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Building Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RECREATIONAL CENTER WITH 50M POOL AND 2ND FLOOR BLEACHER</td>
<td>81,773</td>
<td>$261.00</td>
<td>$21,342,763</td>
</tr>
<tr>
<td>(includes competition pool, 6 lane warm-up pool, extra swim classroom, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RECREATIONAL CENTER 2ND FLOOR WALKING TRACK</td>
<td>3,110</td>
<td>$100.00</td>
<td>$311,000.00</td>
</tr>
<tr>
<td>SENIOR CENTER</td>
<td>10,700</td>
<td>$200.00</td>
<td>$2,140,000.00</td>
</tr>
<tr>
<td>PARKING</td>
<td>654</td>
<td>$3,800.00</td>
<td>$2,485,200.00</td>
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</tbody>
</table>

*** RECREATIONAL CENTER - DOES NOT INCLUDE FURNITURE, FIXTURES, AV/Data/IT OR EQUIPMENT ***
EQUIPMENT ESTIMATED TO BE $3-$5 MILLION, NOT INCLUDED (TBD) - PROVIDED BY OTHERS

*** SENIOR CENTER FFE/AV/IT COST NOT INCLUDED ABOVE ***
EQUIPMENT ESTIMATED TO BE $750,000 - $1,000,000, NOT INCLUDED (TBD) - PROVIDED BY OTHERS

B. Professional Services 6.91% of Total Construction
Architectural / Engineering (Structural, Civil, MEP)

C. Contingencies 5% of Total Construction
OWNER $1,313,948

D. Administrative Costs 2% of Total Construction
Insurance, Surveys, Geotechnical Engineering, and Misc. Costs
OWNER $253,579

J. Total Project Budget $29,934,671

This cost estimate represents our opinion of probable construction cost for this project. We have exercised due professional diligence in the preparation of this estimate. Since we have no control over final market conditions, no guarantee is given or implied with this estimate.

mike mcswain architect, llc overall project summary 03.25.2021
EXHIBIT C – CALCULATOR BASED ON STATE FEE SCHEDULE
### Calculator Based on State Fee Schedule

**FEE CALCULATOR** for Architectural Services  
State of Louisiana - Facility Planning and Control

**Project Name:** BOSSIER CITY RECREATIONAL CENTER AND SENIOR CENTER  
**Date:** 03.25.2021

1. **Enter the Available Funds for Construction** | $26,278,953
2. Enter the **Renovation Factor** (if not applicable, enter '1') | 1.00
3. Enter the **subject year** for cost index data (prior year) | 2019
4. The Building Cost Index for the subject year is | 6136
5. The Consumer Price Index for the subject year is | 255.7
6. The BCI for the reference year (1975) was | 1306
7. The CPI for the reference year (1975) was | 53.8
8. The BCI ratio is | 0.2128
9. The CPI ratio is | 4.75
10. The adjusted AFC for the reference year (1975) is | $5,593,271
11. log [1975 AFC] = | 6.748
12. The adjusted fee percentage for the reference year is | 6.83%
13. The adjusted fee amount for the reference year is | $382,132
14. The adjusted base fee for the subject year is | $1,816,192
15. **TOTAL FEE** (including Renovation factor, if any) = | $1,816,192
16. Fee as a percentage of the AFC = | 6.91%

<table>
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<tr>
<th>BCI</th>
<th>CPI</th>
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<tbody>
<tr>
<td>1975</td>
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<tr>
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<tbody>
<tr>
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<tr>
<td>DESIGN DEVELOPMENT</td>
<td>20%</td>
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</tr>
<tr>
<td>CONSTRUCTION DOCUMENTS</td>
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<td>$635,667.00</td>
</tr>
<tr>
<td>BIDDING</td>
<td>5%</td>
<td>$90,810.00</td>
</tr>
<tr>
<td>CONSTRUCTION OBSERVATION</td>
<td>25%</td>
<td>$454,048.00</td>
</tr>
</tbody>
</table>
AGENDA ITEM FACT SHEET

EXPLANATION OF PROPOSAL:

AN ORDINANCE AUTHORIZING MAYOR LORENZ WALKER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF BOSSIER CITY AND MANCHAC CONSULTING GROUP, INC., TO DESIGNATE TODD C. THOMPSON TO SERVE AS HEAD OF THE CITY’S PUBLIC WORKS DEPARTMENT

COST/BUDGET DATA:

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME

SPONSOR: ____________________________________________________________________________________________

DATE: 3/31/21

☑ NOTED □ RECOMMENDED BY __________________________________________________________________________

LORENZ WALKER, Mayor

COUNCIL

DATE TO BE PUT ON AGENDA:

4/6/21

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

Ordinance No. Of 2021

AN ORDINANCE AUTHORIZING MAYOR LORENZ WALKER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF BOSSIER CITY AND MANCHAC CONSULTING GROUP, INC., TO DESIGNATE TODD C. THOMPSON TO SERVE AS HEAD OF THE CITY’S PUBLIC WORKS DEPARTMENT

WHEREAS, there is a vacancy in the Public Works Department of the City of Bossier City; and

WHEREAS, Manchac Consulting Group, Inc., through its designated representative Todd C. Thompson shall serve as the head of the City’s Public Works Department together with all the duties and responsibilities as set forth in Chapter 19, Public Works Department of the City Charter; 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 authorize Mayor Lorenz Walker to execute the attached Agreement marked as Exhibit “A” and Todd C. Thompson shall serve as the head of the City’s Public Works Department together with all the duties and responsibilities as set forth in Chapter 19, Public Works Department of the City Charter.

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
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an Agreement between City of Bossier City, Louisiana (Owner) and Manchac Consulting Group, Inc. (Engineer). Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as Management and Oversight of the Public Works Department (Project).

Owner and Engineer further agree as follows:

Manchac Consulting Group, Inc. through its designated representative Todd C. Thompson shall serve as the head of the City’s Public Works Department together will all the duties and responsibilities as set forth in Chapter 19, Department of Public Works of the City Charter.

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner’s Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner’s possession and needed by Engineer for performance of Engineer’s Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner’s possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer’s assessment of initially-available Project information and data, and upon Engineer’s request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer’s submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer’s performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer’s Services, or (2) any development that affects the scope or time of performance of Engineer’s Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: Starting April 21, 2021 through April 30, 2026.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are
delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:
   a. A Lump Sum Invoiced in accordance with schedule below:
      1) April 21, 2021 through April 30, 2022 - $25,281.00/month
      2) May 1, 2022 through April 30, 2023 - $26,293.00/month
      3) May 1, 2023 through April 30, 2024 - $27,344.00/month
      4) May 1, 2024 through April 30, 2025 - $28,438.00/month
      5) May 1, 2025 through April 30, 2026 - $29,576.00/month

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
   a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days’ written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer’s responsibilities as a licensed professional, (b) if Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.1.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner’s sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer’s entitlement to compensation for services and reimbursement of expenses, then Engineer’s entitlement to payment and Owner’s rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform its work.

D. Engineer’s opinions of probable construction cost (if any) are to be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s officers, directors, members, partners, agents, employees, subcontractors, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer’s Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer’s Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, Public Works Department Employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste,
and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
This Agreement’s Effective Date is ____________________________.

<table>
<thead>
<tr>
<th>Owner: City of Bossier City</th>
<th>Engineer: Manchac Consulting Group, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>(authorized individual’s signature)</td>
<td>(authorized individual’s signature)</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>(date signed)</td>
<td>(date signed)</td>
</tr>
<tr>
<td>Name: Lorenz “Lo” Walker</td>
<td>Name: Justin Haydel, P.E.</td>
</tr>
<tr>
<td>Title: Mayor</td>
<td>Title: Chief Executive Officer</td>
</tr>
<tr>
<td>Address for giving notices:</td>
<td>Address for giving notices:</td>
</tr>
<tr>
<td>620 Benton Road</td>
<td>700 Ogilvie Street</td>
</tr>
<tr>
<td>Bossier City, LA 71111</td>
<td>Bossier City, LA 71111</td>
</tr>
<tr>
<td>Designated Representative:</td>
<td>Designated Representative:</td>
</tr>
<tr>
<td>Name: Pam Glorioso</td>
<td>Name: Todd C. Thompson</td>
</tr>
<tr>
<td>Title: Chief Administrative Officer</td>
<td>Title: Public Works Director</td>
</tr>
<tr>
<td>Address: 700 Ogilvie Street</td>
<td>Address: 700 Ogilvie Street</td>
</tr>
<tr>
<td>Bossier City, LA 71111</td>
<td>Bossier City, LA 71111</td>
</tr>
<tr>
<td>Phone: (318) 741-8503</td>
<td>Phone: (225) 202-4871</td>
</tr>
<tr>
<td>Email: <a href="mailto:gloriosop@bossiercity.org">gloriosop@bossiercity.org</a></td>
<td>Email: <a href="mailto:ttthompson@manchacgroup.com">ttthompson@manchacgroup.com</a></td>
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</table>
### AGENDA ITEM FACT SHEET

**TITLE:**

AN ORDINANCE AUTHORIZING THE ATTACHED AMENDMENTS TO WITH MANCHAC CONSULTING GROUP, INC MODIFYING AND EXTENDING THEIR SERVICES TO THE CITY OF BOSSIER CITY

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

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

**TIME**

Agenda Meeting.

**SPONSOR:**

Jimmy Hall, City Attorney

**DATE:** 4/1/21

- [ ] NOTED  [ ] RECOMMENDED BY

Lorenz Walker, Mayor

**COUNCIL**

**DATE TO BE PUT ON AGENDA:** 4/6/21

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

Ordinance No.____ Of 2021

AN ORDINANCE AUTHORIZING THE ATTACHED AMENDMENTS TO WITH MANCHAC CONSULTING GROUP, INC MODIFYING AND EXTENDING THEIR SERVICES TO THE CITY OF BOSSIER CITY

WHEREAS, the attached amendments have been negotiated with Manchac Consulting Group, Inc., to modify and extend their services to the City of Bossier City:

Amendment No. 5:  
Owner Engineering Agreement (Water Contract - Nano Pilot Study Extension)

Amendment No. 1:  
Owner Engineering Agreement (WOBC Program Management Contract)

Amendment No. 3:  
Owner Engineering Agreement (2014 Sewer Contract)

Amendment No. 2:  
Owner Engineering Agreement (Atakapa Stormwater Contract)

Amendment No. 4:  
Owner Engineering Agreement (P3 Agreement)

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 the following amendments:

Amendment No. 5:  
Owner Engineering Agreement (Water Contract - Nano Pilot Study Extension)

Amendment No. 1:  
Owner Engineering Agreement (WOBC Program Management Contract)

Amendment No. 3:  
Owner Engineering Agreement (2014 Sewer Contract)

Amendment No. 2:  
Owner Engineering Agreement (Atakapa Stormwater Contract)

Amendment No. 4:  
Owner Engineering Agreement (P3 Agreement)

BE IT FURTHER ORDAINED that Mayor Lorenz Walker is authorized to execute any and all documents in conjunction therewith.
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
AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement:  September 13, 2010

   b. Owner:  Bossier City, Louisiana

   c. Engineer:  Manchac Consulting Group, Inc.

   d. Project:  Engineering Services related to Potable Water Infrastructure

2. Description of Modifications:

   a. Deleted Article 6.04.B.2 in its entirety with no replacement.

   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: Provide professional engineering services to extend the duration of the Nanofiltration Pilot Study for an additional six (6) months through the end of August 2021.

   c. The responsibilities of Owner are modified as follows: N/A

   d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

   Agreement Summary

   Original Agreement Amount:  $4,335,033.00
   Net Change Prior Amendments:  $6,506,268.00
   This Amendment Amount:  $105,300.00
   Adjusted Agreement Amount:  $10,946,601.00
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is ________________.

OWNER: Bossier City, LA

By: Lorenz “Lo” Walker
Title: Mayor
Date Signed: ________________

ENGINEER: Manchac Consulting Group, Inc.

By: Justin Haydel, P.E.
Title: Chief Executive Officer
Date Signed: ________________
This is EXHIBIT K, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 8, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. Background Data:

a. Effective Date of Owner-Engineer Agreement: June 8, 2020

b. Owner: Bossier City, Louisiana

c. Engineer: Manchac Consulting Group, Inc.

d. Project: Walter O. Bigby Carriageway – Owner has engaged Project Manager (Manchac Consulting Group) to assist Owner with the management of the project.

2. Description of Modifications:

a. Deleted Article 5.05.B.2 in its entirety with no replacement.

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A

c. The responsibilities of Owner are modified as follows: N/A

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is ________

OWNER: Bossier City, LA

By: Lorenz “Lo” Walker
Title: Mayor
Date Signed: __________

ENGINEER: Manchac Consulting Group, Inc.

By: Justin Haydel, P.E.
Title: Chief Executive Officer
Date Signed: __________
AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

1. Background Data:
   a. Effective Date of Owner-Engineer Agreement: January 1, 2014
   b. Owner: Bossier City, Louisiana
   c. Engineer: Manchac Consulting Group, Inc.
   d. Project: Engineering Services related to rehabilitation of the City’s sewerage pumping, conveyance, collection and treatment system.

2. Description of Modifications:
   a. Delete paragraph 6.04.B.2 in its entirety with no replacement.
   b. Engineer shall perform or furnish the following Additional Services: N/A
   c. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
   d. The responsibilities of Owner are modified as follows: N/A

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 1, 2014.

OWNER: Bossier City, LA

By: Lorenz “Lo” Walker
Title: Mayor
Date Signed:

ENGINEER: Manchac Consulting Group, Inc.

By: Justin Haydel, P.E.
Title: Chief Executive Officer
Date Signed:
This is EXHIBIT K, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 17, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: May 17, 2018
   b. Owner: Bossier City, Louisiana
   c. Engineer: Manchac Consulting Group, Inc.
   d. Project: Stormwater Drainage System Master Planning, Storm Drain System Cleaning and Inspection, Peer Review Services

2. Description of Modifications:

   a. Deleted Article 6.05.B.2 in its entirety with no replacement.
   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
   c. The responsibilities of Owner are modified as follows: N/A

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is ____________________.

OWNER: Bossier City, LA

By: Lorenz “Lo” Walker
Title: Mayor
Date Signed: ____________________

ENGINEER: Manchac Consulting Group, Inc.

By: Justin Haydel, P.E.
Title: Chief Executive Officer
Date Signed: ____________________
This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Public-Private Partnership Agreement dated July 5, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

1. Background Data:

a. Effective Date of Owner-Engineer Agreement: July 5, 2016
b. Owner: Bossier City, Louisiana
c. Engineer: Manchac Consulting Group, Inc.
d. Project: Public-Private Partnership

2. Description of Modifications:

a. Engineer shall perform or furnish the following Additional Services: N/A
b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
c. The responsibilities of Owner are modified as follows: N/A
d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: N/A
e. The schedule for rendering services is modified as follows: July 1, 2021 through June 30, 2026.
f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
   1. Delete Article 14.02.A.2 in its entirety with no replacement.
2. Agreement Summary
   a. Original Agreement amount: $1,042,755.00
   b. Net change prior amendments: $6,066,246.00
   c. This amendment amount: $11,075,829.00 *
   d. Adjusted Agreement amount: $18,184,830.00

   *Invoiced monthly per the table below
   
   - July 1, 2021 through June 30, 2022 - $170,408.00
   - July 1, 2022 through June 30, 2023 - $177,224.00
   - July 1, 2023 through June 30, 2024 - $184,313.00
   - July 1, 2024 through June 30, 2025 - $191,686.00
   - July 1, 2025 through June 30, 2026 - $199,353.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is ________________.

OWNER: Bossier City, LA

By: Lorenz "Lo" Walker
Title: Mayor
Date Signed: ________________

ENGINEER: Manchac Consulting Group, Inc.

By: Justin S. Haydel, P.E.
Title: Chief Executive Officer
Date Signed: ________________
**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.

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**TITLE:**
A resolution authorizing the hiring of one Fire Communications employee and the promotion of one Fire Communications employee to replace one position due to Retirement.

**EXPLANATION OF PROPOSAL:**
Replace the vacant position.

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting.

**SPONSOR:** Brad Zagone **DATE:** 03/30/21

**RECOMMENDED BY:**
Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** 04/06/21

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

RESOLUTION NO. ______ OF 2021

A RESOLUTION AUTHORIZING ONE COMMUNICATIONS OFFICER TO BE REPLACED AND ONE TO BE PROMOTED DUE TO VACANCY FROM RETIREMENT:

WHEREAS, Ordinance No. 2 of 2010 implemented a hiring freeze requiring Bossier City Council approval for the hiring of any personnel;

WHEREAS, one vacancy will exist in the Communications Division of the Fire Department due to a Retirement and filling this position will allow operations to continue;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Bossier City, Louisiana, in regular and legal session convened, that the administration is authorized to replace one Communications position and Promote one Communications position;

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

__________________________, President

__________________________, City Clerk
### A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A RECREATION MAINTENANCE WORKER II AND BACKFILLING ANY POSITION THIS MAY CREATE FOR PARKS & RECREATION.

**EXPLANATION OF PROPOSAL:**
NEW HIRE:
As approved in the current year’s budget

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting,

**SPONSOR:** Clay Anderson  
**DATE:** 3-15-2021

**RECOMMENDED BY:** Lorenzo Walker, Mayor

**COUNCIL DISTRICT:**
 **DATE TO BE PUT ON AGENDA:** Agenda Meeting – Regular Meeting

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

RESOLUTION _____ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A RECREATION MAINTENANCE WORKER II AND BACKFILLING ANY POSITION THIS MAY CREATE FOR THE PARKS & RECREATION DEPARTMENT

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 a Recreation Maintenance Worker II is vacant due to promotion, retirement, resignation or 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:

____________________________
David Montgomery, President

____________________________
Phyllis McGraw, City Clerk
AGENDA ITEM FACT SHEET

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TITLE:
A resolution authorizing the hiring of four Firefighter positions due to four Retirements and Resignations.

EXPLANATION OF PROPOSAL:
Replace the vacant positions.

COST/BUDGET DATA:

TIME DEADLINES: Council Meeting,

SPONSOR: Brad Zagone

DATE: 03/17/21

[ ] NOTED [✓] RECOMMENDED BY: Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA: 03./23/21

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

RESOLUTION NO. ___________ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF FOUR LINE EMPLOYEES DUE TO VACANCIES FROM RETIREMENT(S) AND RESIGNATION(S):

WHEREAS, Ordinance No. 2 of 2010 implemented a hiring freeze requiring Bossier City Council approval for the hiring of any personnel;

WHEREAS, four vacancies exist in the Fire Department due to Retirement(s) and Resignation(s) and filling these positions will allow operations to continue;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Bossier City, Louisiana, in regular and legal session convened, that the administration is authorized to replace four Firefighter positions.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

____________________, President

____________________, City Clerk
# A RESOLUTION AUTHORIZING THE HIRING OF A P/T GYM MONITOR FOR PARKS & RECREATION

**EXPLANATION OF PROPOSAL:**
*NEW HIRE:*
As approved in the current year's budget

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting

**SPONSOR:** Clay Brown  
**DATE:** 3-15-2021

**NOTED** [ ] **RECOMMENDED BY:** Lorenz Walker; Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:**  
Agenda Meeting – Regular Meeting

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

RESOLUTION _____ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF A PART TIME GYM MONITOR FOR THE PARKS & RECREATION DEPARTMENT

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 a part time gym monitor is vacant due to promotion, retirement, resignation or 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:

__________________________________________
David Montgomery, President

__________________________________________
Phyllis McGraw, City Clerk
**AGENDA ITEM FACT SHEET**

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**TITLE:**

A RESOLUTION AUTHORIZING THE HIRING OF A RECREATION MAINTENANCE WORKER I FOR PARKS & RECREATION.

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

RESOLUTION ____ Of 2021

A RESOLUTION AUTHORIZING THE HIRING OF A RECREATION MAINTENANCE WORKER I FOR THE PARKS & RECREATION DEPARTMENT

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 a Recreation Maintenance Worker I is vacant due to promotion, retirement, resignation or 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:

David Montgomery, President

Phyllis McGraw, City Clerk
AGENDA ITEM FACT SHEET

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**TITLE:**

A RESOLUTION AUTHORIZING THE PROMOTION OF ONE POLICE RECORDS CLERK FROM CLERK II TO CLERK III STATUS FOR THE BOSSIER CITY POLICE DEPARTMENT.

**EXPLANATION OF PROPOSAL:**

Due to completion of time in years of service to keep employees in line with time and grade.

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting, April 20, 2021

**SPONSOR:**

P.S. McWILLIAMS, CHIEF OF POLICE

**DATE:** 3/30/21

**RECOMMENDED BY:**

Lorenz Walker, Mayor

**COUNCIL DISTRICT:** N/A

**DATE TO BE PUT ON AGENDA:**

- Agenda Meeting 4/13/21
- Regular Meeting 4/20/21

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

RESOLUTION ______ Of 2021

A RESOLUTION AUTHORIZING THE PROMOTION OF ONE RECORDS CLERK II TO A RECORDS CLERK III, FOR THE BOSSIER CITY POLICE DEPARTMENT.

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 promotion of one Records Clerk from status of II to III will allow all operations to continue, 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 the promotion 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:

_______________________________, President

_______________________________, City Clerk
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: A RESOLUTION AUTHORIZING THE HIRING OF TWO (2) POLICE OFFICERS FOR THE BOSSIER CITY POLICE DEPARTMENT

EXPLANATION OF PROPOSAL:
HIRING:
Due to the termination of (2) Police Officers

COST/BUDGET DATA:

TIME DEADLINES: Council Meeting, April 16, 2021

SPONSOR: P.S. McWILLIAMS, CHIEF OF POLICE

DATE: 04-01-2021

□ NOTED □ RECOMMENDED BY: Lorenz Walker, Mayor

COUNCIL DISTRICT: N/A

DATE TO BE PUT ON AGENDA: Agenda Meeting: 4-16-21 Regular Meeting: 4-20-21

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

RESOLUTION _____ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF TWO (2) 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 (2) Police Officers due to the termination of two Police Officers.

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:

____________________
David Montgomery, President

____________________
Phyllis McGraw, City Clerk