I. CALL TO ORDER

II. INVOCATION BY COUNCIL MEMBER SCOTT IRWIN

III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER JEFF FREE

IV. ROLL CALL

V. ANNOUNCEMENT

VI. APPROVE MINUTES

5 - 22
1. Approve Minutes of April 6, 2021, Regular Council meeting and dispense with the reading. [Mapril6of2021]

VII. APPROVE AGENDA

VIII. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

IX. BIDS

23 - 24
1. Witness opening of sealed bids for Bid #P21-06 Clifford Almond Restroom Project.
   Approve reading of bids [Bids - Clifford Almond Restroom Project]

25 - 27
2. Witness opening of sealed bids for Bid #P21-05 WOBC Utility
Relocations @ Greenacres Office Park & Benton Rd.
Approve reading of bids
Bids - WOBC Utility Relocations @ Greenacres Office Park

X. UNFINISHED BUSINESS

28 - 36 1. 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.
   (Final Reading) (Walker)
   Ord Bardot

37 - 39 2. 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.
   (Final Reading) (Walker)
   Ord Storm water pump station WOB Carriageway

40 - 41 3. Adopt 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.
   (Final Reading) (Rauschenbach)
   Ord Traffic Study Greenacres Blvd

42 - 43 4. Adopt 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.
   (Final Reading) (Fernandez)
   Ad Valorem Tax Ord

44 - 45 5. Adopt 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.
   (Final Reading) (Hall)
   Ord Firestation Eastbank

XI. NEW BUSINESS

46 - 53 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 repair a drainage pipe located on Village Lane at a cost of $62,000.00 to come from Sales Tax Capital Improvement Fund; and authorizes the City to enter into a contract with Pulley Construction, Inc. for a completion of work.
   (First Reading) (Darby)
   Emergency Ord Village Lane
2. Introduce an Ordinance restricting emanation of excessive sound or noise from motorcycles and vehicles.
   (First Reading) (Darby)
   Ord excessive sound

3. Introduce an Ordinance appropriating One Hundred and Fifty Thousand Dollars ($150,000) from the Riverboat Capital Projects Fund to lighting for the Shed Road and Interstate 220 Interchange.
   (First Reading) (Free)
   Ord Interstate 220 interchange lighting

4. Introduce an Ordinance authorizing the attached amendments with Manchac Consulting Group, Inc. and Atakapa Services, LLC modifying and extending their services to the City of Bossier City.
   (First Reading) (Williams)
   Manchac amendments fact sheet
   Manchac letter
   Manchac Ord

5. Introduce an Ordinance to retain Travis H. Morehart, CPA, of Cook & Moorehart to provide services for the Finance Department.
   (First Reading) (Montgomery)
   Ord hire Travis Morehart

6. Adopt a Resolution authorizing the hiring of two (2) Jailers for the Bissier City Police Department.
   (First and Final Reading) (McWilliams)
   Hire Police Jailer

7. Adopt a Resolution authorizing the hiring of One (1) Police Officer for the Bossier City Police Department.
   (First and Final Reading)
   Res Police Officer

8. Adopt a Resolution authorizing the hiring of one Firefighter position due to resignation.
   (First and Final Reading) (Zagone)
   Res Fire Department

9. Adopt a Resolution opposing House Bill No. 630 relative to the Cypress Black Bayou Recreation and Water Conservation District.
   (First and Final Reading) (Montgomery)
   Res opposing HB 630

10. XII. REPORTS

1. Stacie Fernandez, Finance Director - Monthly Finance Report financials
2. Ben Rauschenbach, City Engineer, Monthly Project Report
3. Alison Catarella-Michel - Urban Systems, Update on Traffic Signal Study
4. Justin Haydel, Manchac - Update on the Walter of Bigby Carriageway

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, April 6, 2021 at 3:00 PM

Invocation was given by Council Member Jeffery Darby

Pledge of Allegiance led by Council Member Thomas Harvey

Roll Call as follows:

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

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

By: Mr. Williams

Motion to amend the Agenda item approve the minutes from April 6, 2021 to March 16, 2021.

Seconded by Mr. Darby

No comment

Vote in favor of motion is unanimous

By: Mr. Williams

Motion to approve Minutes of the March 16, 2021, Regular Meeting and dispense with the reading

Seconded by Mr. Darby

No comment

Vote in favor of motion is unanimous

By: Mr. Williams

Motion to amend the agenda to delete New Business Items #12 - #14.

Seconded by: Mr. Darby

Discussion about keeping it on Agenda and discuss items and let the Council vote on whether or not to introduce.

Mr. Darby called for the question. With no further comment.

Motion carries with the following vote:

Yeas: Mr. Darby, Mr. Williams, Mr. Free and Mr. Harvey

Nays: Mr. Montgomery, Jr., Mr. Larkin and Mr. Irwin

By: Mr. Larkin

Motion to approve Agenda as amended.

Seconded by Mr. Harvey

No comment

Vote in favor of motion is unanimous

Bids –

Agenda Item called – Witness opening of sealed bids for Bid #20-1782 – 2504 Northside Drive, Demolition of dilapidated structure.

No bids received so Item will be rebid

Unfinished Business –

The following Ordinance offered and adopted:

Ordinance No. 28 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 Mr. Don Williams, and seconded by Mr. Jeff Free, and adopted on the 6th, day of April, 2021, 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

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David Montgomery, Jr., President

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Phyllis McGraw, City Clerk

The following Ordinance offered and adopted:

ORDINANCE NO. 29 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 Mr. Scott Irwin and seconded by Mr. Timothy Larkin, and adopted on the 6th, day of April, 2021, by the following vote:

AYES: Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin and Mr. Free

NAYS: Mr. Darby, Mr. Williams and Mr. Harvey

ABSENT: none

ABSTAIN: none

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

The following Ordinance offered and adopted:

Ordinance No. 30 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 Mr. Timothy Larkin, and seconded by Mr. Don Williams, and adopted on the 6th, day of April, 2021, 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

David Montgomery Jr., President

Phyllis McGraw, City Clerk

The following Ordinance offered and adopted:

ORDINANCE NO. 31 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 NANOFLTRATION 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 Mr. Scott Irwin, and seconded by Mr. Don Williams, and adopted on the 6th, day of April, 2021, 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

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

The following Ordinance offered and adopted:

Ordinance No. 32 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:
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:

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 Mr. Thomas Harvey, and seconded by Mr. Don Williams, and adopted on the 6th, day of April, 2021, 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

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
The following Ordinance offered and adopted:

Ordinance No. 33 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 Mr. Don Williams, and seconded by Mr. Timothy Larkin, and adopted on the 6th, day of April, 2021, by the following vote:

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

The following Ordinance offered and adopted:

Ordinance No. 34 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 safeguard 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 Mr. Jeff Free, seconded by Mr. Timothy Larkin, and adopted on the 6th, day of April, 2021, 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

David Montgomery, Jr., President

Phyllis McGraw, City Clerk

The following ordinance offered and adopted:

ORDINANCE NO. 35 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 Mr. Scott Irwin and seconded by Mr. Timothy Larkin to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this 6th day of April, 2021.
The following ordinance offered and adopted:

ORDINANCE NO. 36 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 Mr. Timothy Larkin and seconded by Mr. Scott Irwin to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this 6th day of April, 2021.

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

NAYS: none

ABSENT: none

ABSTAIN: none

DAVID MONTGOMERY, PRESIDENT

PHYLLIS MCGRAW, CITY CLERK
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 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 Mr. Thomas Harvey and seconded by Mr. Timothy Larkin to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this 6th day of April, 2021.

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

NAYS: none

ABSENT: none

ABSTAIN: none

DAVID MONTGOMERY, PRESIDENT

PHYLLIS MCGRAW, CITY CLERK

C-86-20
By: Mr. Williams

Motion to 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.

Second by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Darby

Motion to 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.

Seconded by Mr. Harvey
No comment
Vote in favor of motion is unanimous

By: Mr. Irwin

Motion to 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.

Seconded by Mr. Harvey
No comment
Vote in favor of motion is unanimous

By: Mr. Harvey

Motion to 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.

Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Irwin

Motion to 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 6, 2010; prescribing the form and certain terms and conditions of said bonds; and providing for other matters in connection therewith.

Seconded by Mr. Williams
No comment
Vote in favor of motion is unanimous

By: Mr. Williams

Motion to 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.

Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Harvey

Motion to introduce 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.

Seconded by Mr. Free
Tarmara Crane, 202 Ray Ave, Bossier City, LA asked what would happen with the Fire Station on the Arthur Ray Teaque Parkway. Fire Chief Zagone spoke on turning the ART Parkway into offices for the staff Physicians and the headquarters for the Emergency Medical Services.
No further comment
Vote in favor of motion is unanimous
The following Resolution offered and adopted:

RESOLUTION NO. 22 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 Mr. Jeff Free, and second by Mr. Jeffery Darby, and adopted on the 6th, day of April, 2021, 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

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David Montgomery, President

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Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 23 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 Mr. Scott Irwin, and seconded by Mr. Timothy Larkin, and adopted on the 6th, day of April, 2021, 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

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David Montgomery, President

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Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION NO. 24 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 Mr. Don Williams, and second by Mr. Jeffery Darby, and adopted on the 6th, day of April, 2021, by the following vote:
The following Resolution offered and adopted:

RESOLUTION 25 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 Mr. Scott Irwin, and seconded by Mr. Don Williams, and adopted on the 6th, day of April, 2021, 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

David Montgomery, President

Phyllis McGraw, City Clerk
The following Resolution offered and adopted:

RESOLUTION 26 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 Mr. Don Williams, and seconded by Mr. Scott Irwin, and adopted on the 6th, day of April, 2021, 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

____________________________
David Montgomery, President

___________________________
Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 27 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 Mr. Jeff Free, and seconded by Mr. Timothy Larkin, and adopted on the 6th, day of April, 2021, 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

David Montgomery, Jr., President

Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 28 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 two (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 Mr. Jeff Free, and seconded by Mr. Timothy Larkin, and adopted on the 6th, day of April, 2021, 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

David Montgomery, President
Phyllis McGraw, City Clerk

Mr. Irwin reminded everyone about Operation Clean Sweep on April 17, 2021 in coordination with Keep Bossier Beautiful.

There being no further business to come before this Council, the meeting adjourned at 3:47 PM by Mr. Montgomery, Jr.

Respectfully submitted:

Phyllis McGraw
City Clerk
Publish: April 14, 2021
Bossier Press Tribune
**AGENDA ITEM FACT SHEET**

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

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

**TITLE:**

Witness opening of sealed bids for:

BID #P21-06 Clifford Almond Restroom Project

**EXPLANATION OF PROPOSAL:**


**COST/BUDGET DATA:**

FUND NAME: 2018 LCDA Bond

ENGINEERS ESTIMATE: $415,326.00

ORD# 23 of 2021 and 48 of 2019

**TIME DEADLINES:** Council Meeting April 20, 2021

**SPONSOR:**

Stacie Fernandez, Finance Director

**NOTE:**

RECOMMENDED BY:

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** April 13, 2021

Revised July 30, 2013
LEGAL NOTICE TO BIDDERS
BID # P21-06

Notice is hereby given that the Purchasing Department of the City of Bossier City, Municipal Complex, 620 Benton Road, Bossier City, Louisiana, will receive sealed bids until 2:30 p.m., Tuesday, April 20, 2021, for Clifford Almond Restroom Project. Bids will then be publicly opened and read aloud in the Council Chambers at 3:00 p.m.

In accordance with the Louisiana Public Bid Act No. 590-2008, Contractors shall be provided the option to submit bids for Public Works projects through either a secure electronic interactive system or by submitting a paper bid. Use www.bidsync.com to submit an electronic bid.

Specifications, Plans, and Contract Documents may be obtained from the City of Bossier City Purchasing Department for $50.00. There will be a Mandatory Pre-Bid Meeting held on Thursday, April 8, 2021, at 10:00 A.M. at the Bossier City Civic Center located at 620 Benton Road, Bossier City, LA 71111.

Bids must be submitted on the official bid form furnished with the specifications and those submitted otherwise will not be considered.

Each proposal must be accompanied by a bid surety, which may be a certified check, cashier's check, or bid bond, for an amount not less than five percent (5%) of the amount of the bid, made payable to the City of Bossier City.

An acceptable performance/payment bond equal to 100% of the contract price will be required of the successful bidders.

On any bids submitted in the amount of $50,000 or more, the Contractor shall certify that he is licensed under Louisiana Revised Statutes 37:2150-2163 and show his license number on the bid and on the envelope in which it is submitted.

The City of Bossier City reserves the right to reject any/all bids.

Stacie Fernandez, CPA
Director of Finance
City of Bossier City, Louisiana

Advertise: March 24, 31 and April 7, 2021
Bossier Press Tribune
**AGENDA ITEM FACT SHEET**

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

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**TITLE:**
Witness opening of sealed bids for:
BID #P21-05 WOBC Utility Relocations @ Greenacres Office Park & Benton Rd.

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

FUND NAME: Water Capital & Contingency Fund
ENGINEERS ESTIMATE: $600,000.00
ORD# 25 of 2021

**TIME DEADLINES:** Council Meeting April 20, 2021

Sponsor: Stacie Fernandez, Finance Director

☑ NOTED

**RECOMMENDED BY:** Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

DATE TO BE PUT ON AGENDA: April 13, 2021

Revised July 30, 2013
ADVERTISEMENT FOR BIDS
BID #P21-05

WOBC UTILITY RELOCATIONS at GREENACRES OFFICE PARK and BENTON ROAD

SEALED BIDS, electronic or paper, addressed to the Purchasing Agent of the City of Bossier City, will be received in the Purchasing Department located on the second floor of the Municipal Building, 620 Benton Road, Bossier City, Louisiana, until 2:30 P.M., Tuesday, April 20, 2021 for the WOBC UTILITY RELOCATIONS at GREENACRES OFFICE PARK and BENTON ROAD. The Work includes, but is not necessarily limited to, the following:

1. Mobilization and Demobilization.
2. Furnish, Install and Maintain Temporary Erosion Control.
3. Traffic Control, Warning Signs and Barricades
4. Traffic Management Aggregate
5. Furnish and Install Pipe Foundation Material (at Engineer’s Direction)
6. Remove Existing Concrete Pavement and Replace with Temporary Asphalt Patch
7. Furnish and Install 20 C-900 PVC Water Main
8. Furnish and Install 24” I.P.S. DR-11 HDPE Water Main, Horizontal Directional Drilled
9. Furnish and Install 8” C-900 PVC Water Main
10. Furnish and Install 6” C-900 PVC Water Main
11. Furnish and Install Mechanical Joint Ductile Iron Fittings
12. Furnish and Install 20” Inserting Valves
13. Furnish and Install 6” Gate Valve (M.J.) w/Box
14. Furnish and Install Connect to Existing 20” Ductile Iron Water Main
15. Furnish and Install 8” Gate Valve (M.J.) w/Box
16. Clearing and Grubbing
17. Furnish and Install and Maintain Seeding and Mulching
18. Demolish Existing 20” Ductile Iron Pipe
19. Furnish and Install Supplemental Fill Material in Pipe Demolition Trench
20. Furnish and Install Dome Post Utility Marker Sign
21. Furnish and Install New Fire Hydrant Assembly
22. Furnish and Install Relocate Existing 6” Fire Hydrant to New 20” Main
23. Furnish and Install Connecting Existing Services to New Mains – One inch and smaller
24. Furnish and Install Connecting Existing Services to New Mains – One and One-Half inch and larger
25. Furnish and Install HDPE SDR-9 Service Pipe or Tubing – One inch and smaller
26. Furnish and Install HDPE SDR-9 Service Pipe or Tubing – One and One-Half inch and larger
27. Furnish and Install 24” HDPE M.J. Adapters
The bids will be publicly opened and read aloud at 3:00 p.m. before the City Council in the Council Chambers during a regularly scheduled meeting.

In accordance with the Louisiana Public Bid Law, RS:38:2212 Act No. 590, 2008, Contractors shall be provided the option to submit bids for Public Work projects through either a secure electronic interactive system or by submitting a paper bid. Use www.bidsync.com to submit an electronic bid.

Specifications, Plans, and Contract Documents shall be obtained from the office of the Engineer, 700 Ogilvie Street, Bossier City, LA 71111 for $100.00, made out to Manchac Consulting Group, Inc. Any questions pertaining to this project should be emailed to Keith Shackelford at kshackelford@manchacgroup.com

A Mandatory Pre-Bid Conference is scheduled for Thursday, April 8 at 10:00 a.m., at the City Public Works Complex located at 3223 Old Shed Road, Bossier City, LA 71111.

Bids shall be submitted on the official Bid Form furnished with the bid package and those submitted otherwise will not be considered or accepted. It shall be the Bidder’s responsibility to make inquiry as to any Addenda issued.

All Bidders will be required to submit the Attestation Form (Felony conviction Statement and E-Verify) before the bid opening or within ten days after the bid opening. This document can be mailed, faxed, or e-mailed but must not be submitted in same envelope with the bid.

Each proposal must be accompanied by a bid security, which may be a certified check, cashier’s check, or bid bond, for an amount not less than 5% of the amount of the bid, made payable to the City of Bossier City, Louisiana. An acceptable performance/payment bond equal to 100% of the contract price will be required of the successful bidder.

The successful bidder will agree to commence the work under this contract or before a date to be specified in the Notice to Proceed and substantially complete the project within Sixty (60) calendar days and complete and ready for final acceptance within 105 calendar days after the date when the Contract Time commences to run. Bidders will pay liquidated damages in the sum of $1,000 for each consecutive calendar day that the project is not complete after Substantial Completion.

On any bids submitted in the amount of $50,000 or more, the Contractor shall be licensed under Louisiana Revised Statutes 37:2150-2163 and show his license number on the bid and on the envelope in which it is submitted. Any Subcontractors being Electrical, Mechanical, or Plumbing (plumbers bidding Mechanical work) shall be licensed under Louisiana Revised Statutes 37:2156 for bids submitted in the amount of $10,000 or more.

EQUAL OPPORTUNITY IN EMPLOYMENT:
All qualified applicants will receive consideration for employment without regard for race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Contracts shall be awarded in accordance with LA Public Bid Law Statutes. The City of Bossier City reserves the right to reject any/all bids.

LILLIANA GARCIA, PURCHASING AGENT - CITY OF BOSSIER CITY, LOUISIANA
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
## Public Utilities

**City of Bossier City**  
Bardot & Montgomery Ln Drainage Rehab Phase 1  
Project Cost Estimate March 30, 2021

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization &amp; Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
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<tr>
<td>2</td>
<td>Construction Layout</td>
<td>1</td>
<td>LS</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Clearing and disposing vegetation/debris from north side headwall behind 2Johns 660ft down</td>
<td>1500</td>
<td>TY</td>
<td>$25.00</td>
<td>$37,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Removal of concrete structures between from north side headwall behind 2Johns 660ft down</td>
<td>120</td>
<td>CY</td>
<td>$40.00</td>
<td>$4,800.00</td>
</tr>
<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>
</tr>
<tr>
<td>9</td>
<td>Furnish and install reinforced Portland cement concrete for canal lining replacement from north side headwall behind 2Johns 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>
<td>200</td>
<td>LF</td>
<td>$40.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Furnish and install left bank underdrain system</td>
<td>32</td>
<td>EA</td>
<td>$300.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>12</td>
<td>Furnish and install geotextile fabric</td>
<td>1000</td>
<td>SY</td>
<td>$5.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Furnish and install concrete sand as bedding aggregate (truck ticket)</td>
<td>10</td>
<td>CY</td>
<td>$75.00</td>
<td>$750.00</td>
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<tr>
<td>14</td>
<td>Furnish and install No. 57 stone (Truck Ticket)</td>
<td>35</td>
<td>TON</td>
<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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<tr>
<td>16</td>
<td>Fence removal and replacement</td>
<td>660</td>
<td>LF</td>
<td>$20.00</td>
<td>$13,200.00</td>
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<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>
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<td>1</td>
<td>LS</td>
<td>$18,900.00</td>
<td>$18,900.00</td>
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</tbody>
</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:** $329,269.36
Phase 1 Bardot & Montgomery Ln Drainage Rehab

Phase 1 660ft of Drainage Rehab
City of Bossier City
Bardot & Montgomery Ln Drainage Rehab Phase 2
Project Cost Estimate March 30, 2021

<table>
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<tr>
<th>ITEM</th>
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<td>3</td>
<td>Clearing and disposing vegetation/debris from north side end Phase 1 400ft down</td>
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</tr>
<tr>
<td>4</td>
<td>Removal of concrete structures between from north side end Phase 1 400ft down</td>
<td>65</td>
<td>CY</td>
<td>$40.00</td>
<td>$2,600.00</td>
</tr>
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<td>5</td>
<td>Full depth hard surface pavement saw cutting</td>
<td>400</td>
<td>LF</td>
<td>$5.00</td>
<td>$2,000.00</td>
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<td>6</td>
<td>Furnish and install select soil borrow (truck ticket)</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>
<td>300</td>
<td>LF</td>
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<td>$8,000.00</td>
</tr>
<tr>
<td>17</td>
<td>Hydrant Seeding</td>
<td>1</td>
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<td>$500.00</td>
<td>$500.00</td>
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<tr>
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<td>Contingency</td>
<td>1</td>
<td>LS</td>
<td>$12,600.00</td>
<td>$12,600.00</td>
</tr>
</tbody>
</table>

Total Construction: $186,600.00
Design, Permitting, Solicitation of Bids: $16,794.00
Other Services ?? (No Survey and/or Geotech Needed): $0.00
General Eng. Services During Const. & Resident Inspection: $12,429.81
Total Project Cost: $215,823.81
AGENDA ITEM FACT SHEET

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<td>ADOPT:</td>
</tr>
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</table>

**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

**NOTED [ ] 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
CITY OF BOSSIER CITY, LOUISIANA

Final Opinion of Probable Cost

WOBC Drainage Lift Station and Forceemain

26-Mar-21

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station - Equipment and piping</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design flow 16-inch pump with 153 HP motor</td>
<td>3</td>
<td>EA</td>
<td>$100,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Low flow 8-inch pump with 40 HP motor</td>
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<td>$65,000</td>
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<tr>
<td>Quadruple control panel</td>
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<tr>
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<td>EA</td>
<td>$5,500</td>
<td>$16,500</td>
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<tr>
<td>18-inch plug valve large pump discharge side</td>
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<td>$8,200</td>
<td>$24,600</td>
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<tr>
<td>16-inch air cushioned swing check valve large pump discharge side</td>
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<td>EA</td>
<td>$15,500</td>
<td>$46,500</td>
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<tr>
<td>10-inch plug valve small pump suction side</td>
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<tr>
<td>8-inch plug valve small pump discharge side</td>
<td>1</td>
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<tr>
<td>8-inch air cushioned swing check valve small pump discharge side</td>
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<tr>
<td>Air release valve large pumps</td>
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<td>$3,000</td>
<td>$9,000</td>
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<td>Pressure gauges</td>
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<td>EA</td>
<td>$500</td>
<td>$2,000</td>
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<tr>
<td>Misc. piping and fittings</td>
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<td>LS</td>
<td>$25,000</td>
<td>$25,000</td>
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<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 roof 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 screens upstream of wet well</td>
<td>6,000</td>
<td>LBS</td>
<td>$8</td>
<td>$48,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$805,900</td>
</tr>
</tbody>
</table>

| Retention Pond and Lift Station - Structural | | | | |
| Structure base and walls | 940 | CY | $500 | $470,178 |
| Geotextile fabric | 167 | SY | $3 | $1,700 |
| No. 57 stone base | 800 | TON | $40 | $32,000 |
| 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 | | | | $467,486 |

| Discharge Force mains | | | | |
| 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 levees 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. 602 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 | | | | $348,489 |

| Drive Access | | | | |
| 6-inch PVC drive access road | 736 | SY | $100 | $73,600 |
| 6-inch PVC aprons | 356 | SY | $120 | $42,720 |
| 8-inch barrier curb | 150 | LF | $20 | $3,000 |
| No. 602 stone base under drive access road and loading area | 1713 | TON | $40 | $68,520 |
| Geotextile fabric | 1102 | SY | $3 | $3,306 |
| Subtotal | | | | $192,959 |

| Gravity Influent Pipe | | | | |
| 48-inch reinforced concrete pipe | 238 | LF | $125 | $29,750 |
| 15-inch reinforced concrete pipe | 130 | LF | $50 | $6,500 |
| No. 602 stone backfill | 154 | TON | $40 | $6,177 |
| No. 57 stone bedding | 50 | TON | $40 | $1,999 |
| Geotextile fabric | 235 | SY | $3 | $705 |
| Subtotal | | | | $41,599 |

| SUBTOTAL | | | $2,256,077 |
| Cast Iron Work | 2,998 | | $9,358 |
| SUBTOTAL | | | $2,305,435 |
| Electrical and Instrumentation (Apply to Lift Station and Retention Pond Only) | 10% | | $237,339 |
| SUBTOTAL | | | $2,542,774 |
| Misc. Work and Cleanup | 2.5% | | $63,018 |
| SUBTOTAL | | | $2,605,792 |
| Labor and Insurance | 19% | | $338,308 |
| SUBTOTAL | | | $2,944,096 |
| Mobilization & Bonds | 10% | | $286,329 |
| SUBTOTAL | | | $3,230,425 |
| Overhead & Profit | 15% | | $472,563 |
| SUBTOTAL | | | $3,703,088 |
| CONTINGENCY | 10% | | $367,308 |
| SUBTOTAL | | | $4,070,396 |
| TOTAL OPINION OF PROBABLE CONSTRUCTION COST | | | $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: Benjamin C. Rauschenbach, P.E. City Engineer

DATE: March 13, 2021

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

DATE TO BE PUT ON AGENDA: March 30, 2021
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
**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>
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<tbody>
<tr>
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<table>
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<tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>ADOPT:</th>
</tr>
</thead>
<tbody>
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<td></td>
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</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;

| Fund 240 - Fire Improvement & Operations Fund | $400,000 |
| Fund 235 – Hotel/Motel Tax Fund | $600,000 |
| **Total** | **$1,000,000.00** |

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;

| Fund 240 - Fire Improvement & Operations Fund | $400,000 |
| Fund 235 – Hotel/Motel Tax Fund | $600,000 |
| **Total** | **$1,000,000.00** |

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) 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:** 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 REPAIR A DRAINAGE PIPE LOCATED ON VILLAGE LANE AT A COST OF $62,000.00 TO COME FROM SALES TAX CAPITAL IMPROVEMENT FUND; AND AUTHORIZES THE CITY TO ENTER INTO A CONTRACT WITH PULLEY CONSTRUCTION, INC. FOR COMPLETION OF WORK.

**EXPLANATION OF PROPOSAL:**
We secured 3 quotes for the work. The low bid was Pulley Construction at $56,200. We have included some additional contingency on this project for unforeseen issues related to ensuring a dry connection between the old concrete pipe and the new pipe and the proposed fittings we will be placing at this location.

See attached

**COST/BUDGET DATA:**
$62,000.00 may be appropriated from the Sales Tax Capital Improvement Fund

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

**TIME DEADLINES:** Council Meeting,

**SPONSOR:** Councilman Jeffery Darby, District 2

**DATE:** 8 April 2021

**NOTED [ ] RECOMMENDED BY: [✓]**

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** Regular - 20 April 2021

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

Ordinance No. Of 2021

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 REPAIR DRAINAGE LINE LOCATED ON VILLAGE LANE AT A COST OF $62,000.00 TO COME FROM SALES TAX CAPITAL IMPROVEMENT FUND; AND AUTHORIZES THE CITY TO ENTER INTO A CONTRACT WITH PULLEY CONSTRUCTION, INC. FOR COMPLETION OF WORK.

WHEREAS, an emergency to repair drainage line located on Village Lane and;

WHEREAS, the Engineering Department hereby request $62,000.00 to be appropriated from the 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 declare that an emergency exists and appropriates $62,000.00 to come from the Sales Tax Capital Improvement Fund for this declared emergency.

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
### Village Lane Emergency Drainage Repair - 04/08/21 Emergency
### Ordinance Recommendation - April 20, 2021

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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<td>1</td>
<td>Drainage Line Repairs (See Attached Pulley Proposal)</td>
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<td>LS</td>
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<td>$56,200.00</td>
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<td>2</td>
<td>Miscellaneous &amp; Contingencies</td>
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<td>LS</td>
<td>$5,800.00</td>
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<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$62,000.00</strong></td>
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<tr>
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<td><strong>Total Ordinance Request:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$62,000.00</strong></td>
</tr>
</tbody>
</table>
Clinton,

This quote is as per your email below as well as our onsite visit last week. We propose to provide all equipment, labor, and materials to complete the job.

Our bid is for $56,200.00.

Please let me know if you have any questions.

Thanks,

Thomas Pulley
Pulley Construction, Inc.
912 Mallard Bend
Bossier City, LA 71111
Office: (318) 747-1819
Fax: (318) 747-0427
Cell: (318) 464-1774

On Mar 31, 2021, at 1:58 PM, Clinton Patrick <cpatrick@manchagroup.com> wrote:

Gentleman:

On behalf of the City of Bossier, please find attached for your use and review a plan sheet for use on the subject project. The project will be a lump sum bid. Please note that it is anticipated that 30 linear feet of drainage pipe shall need to be removed and replaced.

We are seeking bids for the completion of this work. Please email your bid on or before 11:00 am Thursday morning, April 8th, 2021. Additionally, please email all questions before EOB April 5th so that I can forward out any necessary clarifications to the solicitation group.

Thanks,
Clinton C. Patrick, P.E., L.S.I.
Senior Project Manager
(318) 564-7064
<image001.jpg>
| CUSTOMER         | PHONE | DATE | JOB NAME       
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Marchant, Jason</td>
<td></td>
<td>4/8</td>
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<table>
<thead>
<tr>
<th>CITY, STATE AND ZIP CODE</th>
<th>JOB LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Village Lane Ditch</td>
</tr>
</tbody>
</table>

**Install Date**

**Description of work:**

Bid For Village Lane Ditch

**Job is $585.00 Total**

Includes all material & labor.
Dear Mr. Patrick,

Axis Construction, LLC proposes to perform the proposed storm drain system repairs based on the plans provided for a lump sum price of $69,000.

We appreciate the opportunity to give you a proposal for this work.

Sincerely,

Bryan Kauffer

Bryan Kauffer
Owner
AXIS CONSTRUCTION, LLC
318-347-6784 Cell
**TITLE:**

AN ORDINANCE RESTRICTING EMANATION OF EXCESSIVE SOUND OR NOISE FROM MOTORCYCLES AND VEHICLES.

---

**EXPLANATION OF PROPOSAL:**

---

**COST/BUDGET DATA:**

---

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

**TIME**

Agenda Meeting.

**SPONSOR:**

Jeffery Darby, City Councilman

**DATE:** 4/12/21

---

☑ NOTED  ☐ RECOMMENDED BY

Lorenz Walker, Mayor

---

**COUNCIL**

**DATE TO BE PUT ON AGENDA:**

4/20/21

---

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

Ordinance No. ___ Of 2021

AN ORDINANCE RESTRICTING EMANATION OF EXCESSIVE SOUND OR NOISE FROM MOTORCYCLES AND VEHICLES.

WHEREAS, loud music from motorcycles and vehicles can violate the peace and tranquility of other citizens and may contain vulgar or obscene language; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that an Ordinance restricting emanation of excessive sound or noise from motorcycles and vehicles is hereby ordained to include the following:

1) No person shall operate or permit the operation of any sound amplification system which emanates unreasonably loud or excessive sound or noise which is likely to cause inconvenience or annoyance to persons of ordinary sensibilities, when both the following exist:

(a) The sound amplification system is located in or on any motor vehicle or motorcycle on a public street, highway, or public park.

(b) The sound or noise emanating from the sound amplification system is audible at a distance of greater than twenty-five feet which exceeds eighty-five decibels.

BE IT FURTHER ORDAINED, the provisions of this Section do not apply to the use of a horn, alarm, or other warning device which has as its purpose the signaling of unsafe or dangerous situations or to summon the assistance of law enforcement when used for such purpose, or when used in conjunction with a permitted event; and

BE IT FURTHER ORDAINED, whoever violates a provision of this Section shall be fined two hundred dollars for a first offense, and not less than three hundred dollars nor more than five hundred dollars for second and subsequent offenses; and

BE IT FURTHER ORDAINED, upon conviction for a first offense, the court may order the violator to surrender to the law enforcement agency that arrested the violator the driver's license of the driver involved in the violation for a period not to exceed thirty days. The violator shall be responsible for the retrieval of his driver's license from the law enforcement agency after the expiration of the period of surrender; and

BE IT FURTHER ORDAINED, upon conviction for a second or subsequent offense, the court may order the violator to surrender to the law enforcement agency that arrested the violator the driver's license of the driver involved in the violation for a period not less than thirty days nor more than ninety days. The violator shall be responsible for the retrieval of his driver's license from the law enforcement agency after the expiration of the period of surrender.
The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____________, and seconded by _____________, and adopted on the _____________, day of _____________, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
# AGENDA ITEM FACT SHEET

**TITLE:**

**AN ORDINANCE APPROPRIATING ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) FROM THE RIVERBOAT CAPITAL PROJECTS FUND TO LIGHTING FOR THE SHED ROAD AND INTERSTATE 220 INTERCHANGE.**

**EXPLANATION OF PROPOSAL:**

Ordinance 123 of 2018 appropriated $400,000 in the 2019 Riverboat Gaming Capital Projects Budget to be used for design and construction of high mast style lighting for the Shed Road / I-220 Interchange. There is currently $385,200 remaining int the 2019 Riverboat Gaming Capital Projects Budget line item. Due to an increase in construction materials and project costs, a shortage in the project funding has occurred. The engineer’s estimate is $535,200. There is $150,000 available in the Riverboat Capital Projects Fund for use towards this effort.

**COST/BUDGET DATA:**

Total amount of the Ordinance is $150,000 using available Riverboat Capital Projects Fund.

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

**TIME**

Regular Meeting,

**SPONSOR**

Councilman Jeff Free, District 4

**DATE**

April 8, 2021

**NOTED**

☑ RECOMMENDED BY:

Lorenz Walker, Mayor

**COUNCIL DISTRICT:** 4

April 20, 2021 (First Reading) May 4, 2021 (Final Reading)

**DATE TO BE PUT ON AGENDA:**

April 8, 2021
The following Ordinance offered and adopted:

Ordinance No.____ Of 2021

AN ORDINANCE APPROPRIATING ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) FROM THE RIVERBOAT CAPITAL PROJECTS FUND TO SUPPLEMENT THE DESIGN AND CONSTRUCTION OF HIGH MAST STYLE LIGHTING FOR THE SHED ROAD / I-220 INTERCHANGE.

WHEREAS, Ordinance 123 of 2018 appropriated $400,000 in the 2019 Riverboat Gaming Capital Projects Budget to be used for design and construction of high mast style lighting for the Shed Road / I-220 Interchange, and

WHEREAS, there is currently $385,200 remaining in the 2019 Riverboat Gaming Capital Projects Budget for this project, and

WHEREAS, an increase in construction materials and project costs have created a shortage in funding of the project, and

WHEREAS, the engineer’s estimate for completing the project is $535,200, and

WHEREAS, there is $150 Thousand Dollars available in the Riverboat Capital Projects Fund available for use towards this effort: and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that $150 thousand dollars is hereby appropriated from the Riverboat Capital Projects Fund for a total of $535,200 for the design and construction of high mast style lighting for the Shed Road / I-220 Interchange.

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
Good afternoon Mayor,

Please see the attached ordinance that we have prepared for funding the lighting at the I-220 & Shed Road Interchange. If you would please coordinate with Councilman Free on sponsoring this Ordinance at your earliest convenience. If you have any questions, comments or concerns regarding this Ordinance, please feel free to contact me.

Thanks,
Clinton C. Patrick, P.E., L.S.I.
Senior Project Manager
(318) 564-7064

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.
### Title:

**AN ORDINANCE AUTHORIZING THE ATTACHED AMENDMENTS WITH MANCHAC CONSULTING GROUP, INC. AND ATAKAPA SERVICES, LLC MODIFYING AND EXTENDING THEIR SERVICES TO THE CITY OF BOSSIER CITY**

### Explanation of Proposal:

See attached “binder” that includes an outline of the proposed changes, excerpts from the original Agreements highlighting the original language to be amended, and an organizational chart for use and review.

### Cost/Budget Data:

Amendment No. 4 of the Public-Private Partnership Agreement includes annual incremental cost increases, the addition of two Utility Department employees as well as the costs associated with managing the Engineering Department which will include three employees. These increases are detailed in the Amendment and include costs for increased overhead and adjustments for the additional personnel. Specific personnel additions include:

- An assistant to the Public Utilities Manager pursuing and/or in receipt of a civil engineering degree and interning for a professional engineering license.
- A foreman for the Public Utilities Lift Station Division.
- An Engineering Intern with a degree in civil engineering pursuing a professional engineering license for the Engineering Department.
- A Construction Administrator, with a degree in Engineering Construction Management for the Engineering Department.

The City will not be billed for the unfilled positions until they are filled. This Ordinance includes a provision for re-budgeting the appropriate accounts as required utilizing surplus funds.

### If Add on for Regular Meeting: Please state reason?

**TIME DEADLINES:** Placed on the Agenda on or before 11:00 am on Friday, April 16th, 2021.

**SPONSOR:**

<table>
<thead>
<tr>
<th>Don Williams, City Councilman (District 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: 4/12/21</td>
</tr>
</tbody>
</table>

### Recommended by:

| Lorenz Walker, Mayor |

### Council District: N/A

- April 20, 2021 (First Reading)
- May 4, 2021 (Final Reading)

### Date to be Put on Agenda: 4/16/21

Revised July 30, 2013
TITLE:

AN ORDINANCE AUTHORIZING THE ATTACHED AMENDMENTS WITH MANCHAC CONSULTING GROUP, INC. AND ATAKAPA SERVICES, LLC MODIFYING AND EXTENDING THEIR SERVICES TO THE CITY OF BOSSIER CITY

EXPLANATION OF PROPOSAL:

See attached “binder” that includes an outline of the proposed changes, excerpts from the original Agreements highlighting the original language to be amended, and an organizational chart for use and review.

COST/BUDGET DATA:

Amendment No. 4 of the Public-Private Partnership Agreement includes annual incremental cost increases, the addition of two Utility Department employees as well as the costs associated with managing the Engineering Department which will include three employees. These increases are detailed in the Amendment and include costs for increased overhead and adjustments for the additional personnel. Specific personnel additions include:

- An assistant to the Public Utilities Manager pursuing and/or in receipt of a civil engineering degree and intern for a professional engineering license.
- A foreman for the Public Utilities Lift Station Division.
- An Engineering Intern with a degree in civil engineering pursuing a professional engineering license for the Engineering Department.
- A Construction Administrator, with a degree in Engineering Construction Management for the Engineering Department.

The City will not be billed for the unfilled positions until they are filled. This Ordinance includes a provision for re-budgeting the appropriate accounts as required utilizing surplus funds.

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME DEADLINES: Placed on the Agenda on or before 11:00 am on Friday, April 16th, 2021.

SPONSOR: _______________________________ DATE: 4/12/21

Don Williams, City Councilman (District 3)

☐ NOTED ☐ RECOMMENDED BY:

______________________________

Lorenz Walker, Mayor

COUNCIL DISTRICT: N/A April 20, 2021 (First Reading) May 4, 2021 (Final Reading)

DATE TO BE PUT ON AGENDA: 4/16/21

Revised July 30, 2013
April 12th, 2021

Hon. Lorenz “Lo” Walker, Mayor  
City of Bossier City  
620 Benton Road  
Bossier City, LA 71111  
Via: email

Subject: Manchac & Atakapa Contract Amendments

Dear Mayor Walker:

Enclosed for your use and review is the revised Ordinance with copies of the Amendments and the Agenda Fact Sheet that includes a binder of materials to ensure transparency through the public hearings. Following is an outline of the changes:

1. The Public Works Management Contract will not be considered at this time.

2. The structure of the PPP (Public Utilities and Engineering Department Management) Contract Amendment will be generally revised as follows:
   a. Contract time extension will no longer be 5 years. The Amendment will be commensurate with the current 3-year contract w/option to extend for an additional 3 years.
   b. An organizational chart illustrating existing and proposed positions is included as part of the enclosed Agenda Fact Sheet.
   c. Costs have been reduced and a more detailed cost breakdown was added to eliminate confusion. The enclosed Agenda Fact Sheet provides additional detail.

3. Contract Amendments include language regarding termination. Specifically, “for convenience”. A “binder” that includes excerpts from all our original Contracts is included in the enclosed Agenda Fact Sheet for reference. The following outline details the amendment language:
   a. Amendment No. 5: Owner Engineering Agreement (Water Contract - Nano Pilot Study Extension)
      i. Delete Article 6.04.8.2 in its entirety with no replacement. “For convenience, a. By Owner effective upon Engineer’s receipt of notice from Owner.”
   b. Amendment No. 1: Owner Engineering Agreement (WOBC Program Management Contract)
i. Delete Article 5.05.B.2 in its entirety with no replacement. “For convenience, by Owner only, effective upon Project Manager’s receipt of notice from Owner.”

c. Amendment No. 3: Owner Engineering Agreement (2014 Sewer Contract)

i. Delete Article 6.04.B.2 in its entirety with no replacement. “For convenience, a. By Owner effective upon Engineer’s receipt of notice from Owner.”

d. Amendment No. 2: Owner Engineering Agreement (Atakapa Stormwater Contract)

i. Delete Article 6.05.B.2 in its entirety with no replacement. “For convenience, by Owner effective upon Engineer’s receipt of notice from Owner.”

e. Amendment No. 4: Owner Engineering Agreement (P3 Agreement)

i. Delete Article 14.02.A.2 in its entirety with no replacement. “For convenience, by Public Owner effective upon Private Entity’s receipt of notice from Public Owner.”

ii. Note: Based on Amendment No. 2 Contract Date Expires May 31, 2021.

Councilman Williams has agreed to sponsor the Ordinance and we are respectfully requesting your recommendation. The enclosed materials, along with a copy of this letter will be provided to the Council later today. Our intent is to provide sufficient time for review prior to the April 20th, 2021 Council meeting. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

[Signature]

Benjamin C. Rauschenbach, P.E.

Enclosures:

1. Draft Ordinance Authorizing Amendments with Manchac Consulting Group w/Ammendments
2. Agenda Fact Sheet for the Ordinance Authorizing Amendments with Manchac Consulting Group

cc: Hon. David Montgomery, Councilman At Large, City of Bossier City
Hon. Timothy Larkin, Councilman At Large, City of Bossier City
Hon. Scott Irwin, Councilman District 1, City of Bossier City
Hon. Jeffery Darby, Councilman District 2, City of Bossier City
Hon. Don Williams, Councilman District 3, City of Bossier City
Hon. Jeff Free, Councilman District 4, City of Bossier City
Hon. Thomas Harvey, Councilman District 5, City of Bossier City
AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 9/13/2010 ("Effective Date") between

City of Bossier City

Manchac Consulting Group, Inc.

(“Owner”) and
(“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Engineering Design Services for a Evaluation of an Inland Type Raw Water Pump Station, Engineering Services for a New Raw Water Pump Station; General Engineering Services During Construction and Resident Engineering and Inspection of the Bossier City WTP Expansion Project; Implementation of Bossier City’s Automated Water Meter Project; Evaluation and Modification of the Existing Bossier City Conventional WTP ("Project").

Engineer’s services under this Agreement are generally identified as follows:
Surveying, Right-of-Way Acquisition, Geotechnical, Permitting, Preliminary and Final Engineering Design Services, Bidding Services, General Engineering Services During Construction and Resident Engineering and Inspection

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.
B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

6.04 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

   b. By Engineer:

      1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

      2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

      3) Engineer shall have no liability to Owner on account of such termination.
c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven 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.

2. For convenience,
   a. By Owner effective upon Engineer’s receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer’s Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.05 Controlling Law

A. This Agreement is to be governed by the laws of the State of Louisiana.

6.06 Successors, Assigns, and Beneficiaries

A. 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 6.07.B 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.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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.
FORM OF AGREEMENT
BETWEEN OWNER AND PROJECT MANAGER

THIS IS AN AGREEMENT effective as of June 8, 2020 "Effective Date" between City of Bossier City, Louisiana ("Owner") and Manchac Consulting Group, Inc. ("Project Manager").

Owner has begun a Project to construct the Walter O. Bigby Carriageway ("Project"). Owner hereby engages Project Manager to assist Owner with the management of the Project as set forth in this Agreement. This Agreement sets forth the general terms and conditions that shall govern the relationships and performance of Owner and Project Manager with respect to the Project.

Owner and Project Manager agree as follows:

ARTICLE 1 – SERVICES OF PROJECT MANAGER

1.01 Scope

A. The Basic Services to be provided by Project Manager include those services set forth in Exhibit A, "Project Manager’s Services."

B. If Owner and Project Manager mutually agree, Project Manager shall provide other further services related to the Project. Any such mutual agreement shall be set forth in a written amendment to this Agreement, which shall specify the scope of services to be provided, the compensation to be paid, the time for performance, and any other terms applicable.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall:

1. Pay Project Manager as set forth in Exhibit C.

2. As identified and requested by the Project Manager, provide Project Manager with all criteria and full information as to Owner’s requirements for the Project and for each Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Owner will require to be met; and furnish copies of any standard contract forms, conditions, and related documents applicable to the Project.

3. As identified and requested by the Project Manager, furnish to Project Manager any other relevant information in Owner’s possession, including studies, surveys, maps, drawings, photographs, test results, reports, and data relative to previous designs or investigations at or adjacent to all Sites.
5.05 Suspension and Termination

A. Suspension.

1. By Owner: Owner may suspend the Project or a Specific Project upon seven days written notice to Project Manager.

2. By Project Manager: If Project Manager’s services are substantially delayed through no fault of Project Manager, Project Manager may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

   b. By Project Manager:

      (a) upon seven days written notice if Owner demands that Project Manager furnish or perform services contrary to Project Manager’s responsibilities as a licensed professional; or

      (b) upon seven days written notice if the Project Manager’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Project Manager’s control.

      (c) Project Manager shall have no liability to Owner on account of such termination.

   c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 5.06.B.1.a. if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner only, effective upon Project Manager’s receipt of notice from Owner.

C. Effective Date of Termination. The terminating party under paragraph 5.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Project Manager to demobilize personnel and equipment from all Sites, to complete tasks...
AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 1/1, 2014 ("Effective Date") between

City of Bossier City

("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 follows:

Engineering Services related to rehabilitation of the City’s sewerage pumping, conveyance, collection and treatment system. In addition, this contract contains provisions for assisting the City with necessary disinfection (chlorine burn) procedures and flushing of the water distribution system. ("Project").

Engineer's services under this Agreement are generally identified as follows:
Planning, Surveying, Design, Existing Sewer Evaluation and Rehabilitation, management of Sanitary Sewer Evaluation Surveys (SSES), Force Main Evaluation, Preparation of Plans and Specifications, Bidding Services, Construction Management Services, Resident Inspection. (See Exhibit A)

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.04 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,
   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   b. By Engineer:
      1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      3) Engineer shall have no liability to Owner on account of such termination.
c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer’s receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1., to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer’s Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.05 Controlling Law

A. This Agreement is to be governed by the laws of the state of Louisiana.

6.06 Successors, Assigns, and Beneficiaries

A. 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 6.07.B 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.
AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 17, 2018 ("Effective Date") between City of Bossier City, Louisiana ("Owner") and Atakapa Services, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Stormwater Master Planning ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer’s services under this Agreement are generally identified as follows:
Stormwater/Drainage System Master Planning, Storm Drain System Cleaning and Inspection, Peer Review Services

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer’s receipt of notice from Owner.
C. **Effective Date of Termination:** The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. **Payments Upon Termination:**

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer’s Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

**6.06 Controlling Law**

A. This Agreement is to be governed by the Laws and Regulations of the state of Louisiana.

**6.07 Successors, Assigns, and Beneficiaries**

A. 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 6.08.B the assignors 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 assignors) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. 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.

C. Unless expressly provided otherwise in this Agreement:

1. 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.
PUBLIC—PRIVATE PARTNERSHIP AGREEMENT

THIS AGREEMENT establishes a Contract effective as of \[1/5/2016\] ("Effective Date of Contract") between

City of Bossier City, Louisiana

Manchac Consulting Group, Inc.

("Public Owner") and

("Private Entity").

The Public–Private Project that is the subject of this Contract is generally identified as the management and oversight of the Utilities Department to include planning, design, construction management, financial assistance, operational assistance, maintenance oversight, and all management of day-to-day activities associated with the City's Public Utilities department.

Public-Private Partnership ("Project").

The following existing facilities are to be transferred to Private Entity's oversight, management and control as part of the Project, as described below:

- Red River Wastewater Treatment Plant
- NE Wastewater Treatment Plant
- Bossier City Water Treatment Plant
- Bossier City Water Distribution System Infrastructure including all potable water lines, valves and hydrants, elevated water storage tanks, raw water pump stations and miscellaneous items
- Bossier City Sewage Collection and Conveyance System Infrastructure including all gravity collection lines, manholes, sewer lift stations, force mains and miscellaneous items
- Sewer Pre-Treatment

Other terms used in this Contract are defined in Article 1.

Public Owner and Private Entity further agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 Standard Definitions

A. Wherever used in this Agreement or in any other Contract Document, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Agreement include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Agreement—The written instrument, executed by Public Owner and Private Entity, that identifies the parties, describes the Project, grants the concession, establishes obligations, sets forth various general terms and conditions, and designates the specific items that are Contract Documents.

2. Concession—The rights that Public Owner grants to Private Entity in this Agreement, and related obligations; all as more specifically defined in Article 3.

3. Concession Term—The period of time in which the concession granted in this Agreement is in effect (see Article 3).
14.02 Termination

A. The obligation to continue performing obligations under this Contract may be terminated:

1. For cause,

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

   b. Notwithstanding the foregoing, this Contract will not terminate if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

   c. Upon termination for default, the Private Entity irrevocably assigns and transfer all management of Project Facilities and Improvements to Public Owner and shall execute and record all documents confirming such transfer upon the request of Public Owner.

2. For convenience, by Public Owner effective upon Private Entity’s receipt of notice from Public Owner.

B. Effective Date of Termination: The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Private Entity to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. Payments Upon Termination:

1. In the event of any termination, for cause or convenience, Private Entity will be entitled to invoice Public Owner and to receive equitable payment for services performed or furnished in accordance with this Contract and expenses incurred through the effective date of termination. Public Owner shall pay for the present value of any improvements provided and paid for by the Private Entity.

2. In the event of termination by Public Owner for convenience or by Private Entity for cause, Private Entity shall be entitled to receive the termination payment stated in the preceding paragraph, plus any costs attributable to the termination.
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. 2

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: Dated 6/1, 2018 through May 31, 2021.
   f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
      1. Bossier City point of contact is Pam Glorioso/CAO
      2. See revised organizational chart (attached)
      3. Page 1 of the Agreement, delete the first paragraph and replace it with the following revised paragraph; "The Public-Private Project that is the subject of this contract is generally identified as the on-site management and supervision of the Utilities Department to
include planning, utility emergency construction management, financial assistance related to the utilities department, operational assistance, maintenance oversight, and all on-site management of day-to-day activities associated with the City's Public Utility Department."

4. Page 1 of the Agreement, delete the second paragraph and replace it with the following revised paragraph; "The following existing facilities are to be transferred to Private Entity’s on-site management and supervision."

5. Delete paragraph 1.01.A.10 and replace it with the following revised paragraph; "10. Project – the various tasks and responsibilities that Private Entity agrees to undertake under this Agreement, as specifically identified at page 1, including on-site management and site supervision of such facilities."

6. Delete Article 2.01.A first sentence and replace it the following; "A. Public Owner wishes to contract with Private Entity for a Public-Private Partnership for on-site management and site supervision of the Public Owner’s utility (water and sewer) infrastructure."

7. Delete Article 6.02. in its entirety with no replacement.

8. Article 13.09, Independent Contractor; insert the words "or employee" after the word "agent".

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<th>5. Agreement Summary (Reference only)</th>
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<tr>
<td>a. Original Agreement amount:</td>
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<td>b. Net change for prior amendments:</td>
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<tr>
<td>c. This amendment amount:</td>
</tr>
<tr>
<td>d. Adjusted Agreement amount:</td>
</tr>
</tbody>
</table>

*(Invoiced $106,409.33/month plus subconsultants billed at cost; funding allocated via this amendment covers time frame from July 1, 2018 through June 30, 2021)

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, unless stated otherwise in this Amendment #2.
April 12th, 2021

Hon. Lorenz “Lo” Walker, Mayor
City of Bossier City
620 Benton Road
Bossier City, LA 71111
Via: email

Subject: Manchac & Atakapa Contract Amendments

Dear Mayor Walker:

Enclosed for your use and review is the revised Ordinance with copies of the Amendments and the Agenda Fact Sheet that includes a binder of materials to ensure transparency through the public hearings. Following is an outline of the changes:

1. The Public Works Management Contract will not be considered at this time.

2. The structure of the PPP (Public Utilities and Engineering Department Management) Contract Amendment will be generally revised as follows:
   a. Contract time extension will no longer be 5 years. The Amendment will be commensurate with the current 3-year contract w/option to extend for an additional 3 years.
   b. An organizational chart illustrating existing and proposed positions is included as part of the enclosed Agenda Fact Sheet.
   c. Costs have been reduced and a more detailed cost breakdown was added to eliminate confusion. The enclosed Agenda Fact Sheet provides additional detail.

3. Contract Amendments include language regarding termination. Specifically, “for convenience”. A “binder” that includes excerpts from all our original Contracts is included in the enclosed Agenda Fact Sheet for reference. The following outline details the amendment language:
   a. Amendment No. 5: Owner Engineering Agreement (Water Contract - Nano Pilot Study Extension)
      i. Delete Article 6.04.B.2 in its entirety with no replacement. “For convenience,
         a. By Owner effective upon Engineer’s receipt of notice from Owner.”
   b. Amendment No. 1: Owner Engineering Agreement (WOBC Program Management Contract)
i. Delete Article 5.05.B.2 in its entirety with no replacement. “For convenience, by Owner only, effective upon Project Manager’s receipt of notice from Owner.”

c. Amendment No. 3: Owner Engineering Agreement (2014 Sewer Contract)

i. Delete Article 6.04.B.2 in its entirety with no replacement. “For convenience, a. By Owner effective upon Engineer’s receipt of notice from Owner.”

d. Amendment No. 2: Owner Engineering Agreement (Atakapa Stormwater Contract)

i. Delete Article 6.05.B.2 in its entirety with no replacement. “For convenience, by Owner effective upon Engineer’s receipt of notice from Owner.”

e. Amendment No. 4: Owner Engineering Agreement (P3 Agreement)

i. Delete Article 14.02.A.2 in its entirety with no replacement. “For convenience, by Public Owner effective upon Private Entity’s receipt of notice from Public Owner.”

ii. Note: Based on Amendment No. 2 Contract Date Expires May 31, 2021.

Councilman Williams has agreed to sponsor the Ordinance and we are respectfully requesting your recommendation. The enclosed materials, along with a copy of this letter will be provided to the Council later today. Our intent is to provide sufficient time for review prior to the April 20th, 2021 Council meeting. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Benjamin C. Rauschenbach, P.E.

Enclosures:

1. Draft Ordinance Authorizing Amendments with Manchac Consulting Group w/Amendments
2. Agenda Fact Sheet for the Ordinance Authorizing Amendments with Manchac Consulting Group

cc: Hon. David Montgomery, Councilman At Large, City of Bossier City
Hon. Timothy Larkin, Councilman At Large, City of Bossier City
Hon. Scott Irwin, Councilman District 1, City of Bossier City
Hon. Jeffery Darby, Councilman District 2, City of Bossier City
Hon. Don Williams, Councilman District 3, City of Bossier City
Hon. Jeff Free, Councilman District 4, City of Bossier City
Hon. Thomas Harvey, Councilman District 5, City of Bossier City
The following Ordinance offered and adopted:

Ordinance No. _____ Of 2021

AN ORDINANCE AUTHORIZING THE ATTACHED AMENDMENTS WITH MANCHAC CONSULTING GROUP, INC. AND ATAKAPA SERVICES, LLC 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); and

WHEREAS, incremental costs will be rebudgeted as required.

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 with incremental costs rebudgeted as required:

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
This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 13, 2010.

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

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<th>Description</th>
<th>Amount</th>
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<td>Adjusted Agreement Amount</td>
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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:
This is EXHIBIT K, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 1, 2014.

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 __________________.

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: ______________________

(Employed K – Amendment to Owner-Engineer Agreement) – Attachment 1)
EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.
Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.
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: Atakapa Services, LLC
   
   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                                      ENGINEER: Manchac Consulting Group, Inc.

By: Lorenz “Lo” Walker                                      By: Justin Haydel, P.E.

Title: Mayor                                                  Title: Chief Executive Officer

Date Signed:                                                  Date Signed:

______________________                                      ______________________

(Exhibit K – (Amendment to Owner-Engineer Agreement) – Attachment 1)  
EJDC E-500 Agreement Between Owner and Engineer for Professional Services.  
Copyright © 2008 National Society of Professional Engineers for EJDC. All rights reserved.
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: Manchae 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: June 1, 2021 through May 31, 2024.
      i. Automatic Renewal: At the end of each Term this agreement will automatically renew for a renewal term of thirty-six (36) months.
      ii. Election Not to Renew: Either party may elect not to renew this agreement, by providing notice to the other party at least 120 Business Days before the end of the Term.
   f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
      i. Delete Article 14.02.A.2 in its entirety with no replacement.
3. **Agreement Summary:**

a. Original Agreement amount: $1,042,755.00  
b. Net change prior amendments: $6,066,246.00  
c. This amendment amount: $6,008,400.00*  
d. Adjusted Agreement amount: $12,074,646.00

*Invoiced monthly per the table below

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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  
**ENGINEER:** Manchac Consulting Group, Inc.

By: **Lorenz “Lo” Walker**  
**Title:** Mayor  
**Date Signed:**

By: **Justin S. Haydel, P.E.**  
**Title:** Chief Executive Officer  
**Date Signed:**
AGENDA ITEM FACT SHEET

TIIIS 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>
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<tr>
<th>ORD./RESOL. NO.</th>
<th>INTRO:</th>
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TITLE:

AN ORDINANCE TO RETAIN TRAVIS H. MOREHART, CPA, OF COOK & MOOREHART TO PROVIDE SERVICES FOR THE FINANCE DEPARTMENT.

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME:

Agenda Meeting.

SPONSOR: ____________________________ DATE: 4/15/21

David Montgomery, City Councilman

☐ NOTED ☑ RECOMMENDED BY

Lorenz Walker, Mayor

COUNCIL

DATE TO BE PUT ON AGENDA:

4/20/21

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

Ordinance No. _____ Of 2021

AN ORDINANCE TO RETAIN TRAVIS H. MOREHART, CPA, OF COOK & MOOREHART TO PROVIDE SERVICES FOR THE FINANCE DEPARTMENT.

WHEREAS, the Finance Director has resigned and a vacancy will not be filled until July 2021; and

WHEREAS, Travis Morehart has met with the Finance Department and has agreed to provide the services set forth in the agreement attached hereto as Exhibit “A”; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that Travis H. Morehart, CPA of Cook & Morehart is hereby approved to provide the services set forth in the agreement attached hereto 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
April 14, 2021

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

I am writing this to offer my services in regards to the City of Bossier City’s accounting department. I have had a meeting with the accounting department and, based upon that meeting, offer to provide the following services:

1. Consult with the City’s accounting department, City Council and City Administration on any accounting related issues as deemed necessary on an as needed basis.

2. Analyze and review the City’s monthly financial statements before being issued by the accounting department.

3. Present the City’s monthly financial statements to the City Council if requested to do so.

These services will be billed at my standard bill rate of $140.00 per hour and will be billed monthly. It is anticipated that these services will be available until the City has a permanent CFO. I estimate 10–20 hours monthly for these services or approximately $1,400 to $2,800 monthly.

Very truly yours,

Travis H. Morehart, CPA
Cook & Morehart
Certified Public Accountants

Response:

This letter correctly sets forth the understanding of the City Council of the City of Bossier City.
| TITLE: | A RESOLUTION AUTHORIZING THE HIRING OF TWO (2) JAILERS FOR THE BOSSIER CITY POLICE DEPARTMENT |
| EXPLANATION OF PROPOSAL: | HIRING: Due to the death of (1) Jailer and the transfer to Police Officer of (1) Jailer |
| COST/BUDGET DATA: | |
| TIME DEADLINES: | Council Meeting, April 20, 2021 |
| SPONSOR: | P.S. McWILLIAMS, CHIEF OF POLICE |
| DATE: | 04-15-2021 |
| RECOMMENDED BY: | Lorenz Walker, Mayor |
| COUNCIL DISTRICT: | N/A |
| DATE TO BE PUT ON AGENDA: | Agenda Meeting 4-20-2021 |

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

RESOLUTION _____ Of 2021

A RESOLUTION AUTHORIZING THE HIRING OF TWO (2) JAILERS 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 two (2) Jailers due to the death of (1) Jailer and the transfer of (1) Jailer to Police Officer.

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

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

The above and foregoing Resolution was read in full at open and legal session convened, was on motion of __________________, 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

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 ONE (1) POLICE OFFICER FOR THE BOSSIER CITY POLICE DEPARTMENT |
| EXPLANATION OF PROPOSAL: | HIRING: Due to the resignation of (1) Police Officer |
| COST/BUDGET DATA: | |
| TIME DEADLINES: | Council Meeting, April 20, 2021 |
| SPONSOR: | P.S. McWILLIAMS, CHIEF OF POLICE |
| DATE: | 04-15-2021 |

☐ NOTED  ✔ RECOMMENDED BY: Lorent Walker, Mayor

COUNCIL DISTRICT: N/A

DATE TO BE PUT ON AGENDA: Agenda Meeting 4-20-2021

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

RESOLUTION ___ OF 2021

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

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

WHEREAS, the hiring of one (1) Police Officer due to the resignation of one Police Officer

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

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

The above and foregoing Resolution was read in full at open and legal session convened, was on motion of ____________________, 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
**TITLE:**
A resolution authorizing the hiring of one Firefighter position due to Resignation.

**EXPLANATION OF PROPOSAL:**
Replace the vacant position.

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting.

**SPONSOR:** Brad Zagone
**DATE:** 04/15/21

**RECOMMENDED BY:**
Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** 04/20/21
The following Resolution offered and adopted:

RESOLUTION NO. _______ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF ONE LINE EMPLOYEE DUE TO VACANCIES FROM RESIGNATION:

WHEREAS, Ordinance No. 2 of 2010 implemented a hiring freeze requiring Bossier City Council approval for the hiring of any personnel;

WHEREAS, one vacancy exist in the Fire Department due to Resignation and filling this 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 one Firefighter 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:

David Montgomery, President

Phyllis McGraw, City Clerk
**AGENDA ITEM FACT SHEET**

**TITLE:**

A RESOLUTION OPPOSING HOUSE BILL NO. 630 RELATIVE TO THE CYPRESS BLACK BAYOU RECREATION AND WATER CONSERVATION DISTRICT.

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

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

**TIME**

Agenda Meeting.

**SPONSOR:**

David Montgomery, City Councilman

**DATE:** 4/19/21

**NOTED □ RECOMMENDED BY**

Lorenz Walker, Mayor

**COUNCIL**

**DATE TO BE PUT ON AGENDA:**

4/20/21

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

RESOLUTION NO. ___ OF 2021

A RESOLUTION OPPOSING HOUSE BILL NO. 630 RELATIVE TO THE CYPRESS BLACK BAYOU RECREATION AND WATER CONSERVATION DISTRICT.

WHEREAS, the referenced bill proposes a complaint system by which the Bossier Parish Police Jury is designated as the body to hear all complaints by members of the district of taxpayers; and

WHEREAS, in excess of 80% of the taxes generated to support the Cypress Black Bayou Recreation and Water Conservation District come from Bossier City residents; and

WHEREAS, under the system proposed in the referenced bill the duly appointed representative from Bossier City shall be subject to a hearing in front of the Bossier Parish Police Jury usurping the authority of the City of Bossier City to appoint and remove the Bossier City representative for the Cypress Black Bayou Recreation and Water Conservation District; and

WHEREAS, this usurps the authority of the duly elected representatives of the majority of taxpayers to appoint and remove the appointed representative for the City of Bossier City; and

WHEREAS, this Bill as proposed violates the rights of Bossier City taxpayers who pay 80% of the taxes to control through their elected representatives their appointment to Cypress Black Bayou Recreation and Water Conservation District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bossier, in regular session convened, for the reasons set forth herein to hereby oppose House Bill 630.

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, Jr., President

___________________________
Phyllis McGraw, City Clerk
AN ACT

To amend and reenact R.S. 38:2603 and 2604, relative to the Cypress-Black Bayou Recreation and Water Conservation District; to provide relative to the privileges and immunities of the Cypress Black Bayou Recreation and Water Conservation District; to provide for sovereign immunity regarding suits between the district and property owners; to provide for removing board members; and to provide for related matters.

Notice of intention to introduce this Act has been published as provided by Article III, Section 13 of the Constitution of Louisiana.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 38:2603 and 2604 are hereby amended and reenacted to read as follows:

§2603. District as political subdivision and body corporate; purpose and powers; issuing bonds and levying taxes

A. The Cypress-Black Bayou Recreation and Water Conservation District so created shall be a political subdivision of the State of Louisiana, shall constitute a waterworks district under the provisions of Article XIV, Section 14 Article VI, Section 30 of the Constitution of the State of Louisiana for the year 1924, as amended, and shall have all the rights, powers, and privileges and immunities hereinafter set forth. Additionally, the district shall be a budgetary unit...
of the State of Louisiana and shall have for its purpose the development of the wealth
and natural resources of the district by the conservation of water for agricultural,
municipal, recreational, commercial, industrial and sanitary purposes.

B. (1) The Cypress-Black Bayou Recreation and Water Conservation

District shall constitute a body corporate in law with all the powers, rights, and
privileges and immunities of a public corporation, and all powers necessary for it to
carry out the objects for which it was created.

(2) It shall have the power The district shall have the following powers:

(a) To sue and be sued and to buy and sell all types of property, both real
and personal, and to expropriate in accordance with law any properties which may
be necessary for the accomplishment of its purposes as herein contemplated.

(b) It shall have the authority to negotiate and execute contracts, to
acquire by purchase, gift, expropriation or otherwise every type and specie of
property and servitudes, rights of way and flowage rights necessary to its purpose,
and to construct, build, purchase, lease, operate and maintain any facilities, works
or machinery designed to accomplish the purposes of the district.

(c) It shall have complete To exercise complete control over the supply of
fresh water made available by its facilities which shall be administered for the
benefit of the persons residing or owning property within the District and if it should
be for the benefit of the district it shall have the authority to sell such water for
irrigation, municipal and industrial uses both within and outside the district. The
district shall constitute an agency of the State of Louisiana designed to carry out an
essential governmental function of the State, and all of the property of the district
shall be exempt from taxation.

(d) It shall have the authority to cooperate and contract with the
government of the United States or any department or agency thereof and to accept
gifts, grants and donations of property and money therefrom.

(e) It shall have the authority to cooperate with the State of Louisiana or
any political subdivision, department, agency or corporation of said state for the
construction, operation and maintenance of such facilities designed to accomplish
the purpose for which the district is created on any basis including the matching of
funds and by participating in projects authorized by any federal or state law as it
shall see fit.

(f) The district shall have authority to incur debt, issue negotiable bonds
and levy taxes for the purpose of constructing, acquiring, extending or improving any
lands, reservoirs, levees, channels, canals, pipe lines, pumping stations, waterworks
plants and any other facilities, including buildings, machinery and equipment, for the
development of the wealth and natural resources of the district by the conservation
and use of water for agricultural, municipal, recreational, commercial, industrial and
sanitary purposes, including the acquisition of all lands incidental or necessary for
the construction, use and enjoyment thereof, such purpose being hereby found and
declared to be a public purpose.

(3) In accordance with Article XII, Section 10(B) of the Constitution of
1974, the district shall not be entitled to sovereign immunity regarding suits within
the scope of the district's administration under this Section, which shall include, but
is not limited to, suits to determine property rights between the district and property
owners within the district.

C. The district shall constitute an agency of the state designed to carry out
an essential governmental function of the state, and all of the property of the district
shall be exempt from taxation.

D(1) Any such bonds payable from ad valorem taxation shall be issued
under the terms and provisions of Sub-Part A, Part III, Chapter 4, Title 39 of the
Louisiana Revised Statutes of 1950, and any revenue bonds shall be issued under the
terms and provisions of Sub-Part B or Sub-Part C of Part I, Chapter 10, Title 33 of
the Louisiana Revised Statutes of 1950, provided, however, that any bonds so issued
shall first be approved at a taxpayers election held in the manner prescribed by Part
II, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950.
In each instance the board of commissioners of the district shall be the governing authority of the district and shall have all of the rights, powers and privileges conferred upon the respective governing authorities by said statutes. Additionally, the district shall have authority to levy taxes under the provisions of Article X, Section 10 of the Constitution for the purpose of improving, operating and maintaining its facilities, provided any such tax shall first be approved at a taxpayers election as therein required.

In the event any of the aforesaid parts of the Revised Statutes are in conflict with the provisions of this Part, then the provisions of this Part shall control, but in all other respects the cited portions of the Revised Statutes shall apply to the district for the purposes herein indicated.

§2604. Governing board; membership; tenure, vacancies, domicile

A. The district shall be governed and controlled by a board of five commissioners, each of whom shall be a qualified elector of Bossier Parish residing within and owning property within the district. The successors to the present members of the board of commissioners shall be appointed as follows: one by the police jury of Bossier Parish; one by the mayor and governing authority of the city of Bossier City; one by the mayor and governing authority of the village of Benton; one by the Bossier Parish school board and the fifth, by the Board of Commissioners of the Bossier Levee District.

B. Any vacancy in the office of commissioner, due to death, resignation, or any other cause, shall be filled by the remaining commissioners for the unexpired term.

C. Each member of the board of commissioners shall serve a term of five years from the date of his appointment to the board.

D.(1)(a) Any member of the board of commissioners may be removed for cause. Grounds for removal shall include, but not be limited to, conflicts of interest, failure or refusal to perform the prescribed duties, conduct having a material adverse effect on the work of the district, or conviction of a felony.
b) A written recommendation of removal, approved by a majority of the members of the board of commissioners, shall be submitted to the appointing authority for immediate removal. Upon receipt of such recommendation, the appointing authority shall remove the commissioner and appoint his successor for the unexpired term.

(2) Members of the district, or taxpayers, may submit a complaint to the police jury for removal of a member of the board of commissioners, subject to notice. The police jury shall send notice of the recommendation of removal to the board member and the notice shall set forth the charges against that member.

(b) Unless the board member files a written request for a hearing, before the police jury, within ten days from receipt of such notice the board member shall be deemed removed from office.

(c) If a request for hearing is so filed, the police jury shall not hold a hearing until at least ten days have elapsed since the date a hearing was requested, at which time the members of the police jury shall determine whether the removal of the board member shall be upheld.

(d) Removal of a board member shall be by majority vote of the members of the police jury. If removal is not upheld, the board member shall continue to hold office for the remainder of his term, unless otherwise subsequently removed for cause.

E. The board shall be domiciled at Benton, Louisiana.

DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

HB 630 Original 2021 Regular Session Horton

Abstract: Provides relative sovereign immunity of the Cypress Black Bayou Recreation and Water Conservation District.

Present law grants rights, powers and privileges to the board of commissioners for Cypress Black Bayou Recreation and Water Conservation District. Present law also grants rights,
powers, privileges and immunities to Cypress-Black Bayou Recreation and Water conservation District as a political subdivision of Louisiana and to the board of com

Proposed law retains present law and prohibits the district from being entitled to sovereign immunity regarding suits within the district's administration, including but not limited to, suits to determine property rights between the district and property owners within the district.

Present law requires successors to the present members of the board of commissioners to be appointed as follows: one by the police jury of Bossier Parish; one by the mayor and governing authority of the city of Bossier City; one by the mayor and governing authority of the village of Benton; one by the Bossier Parish school board; and the fifth by the Board of Commissioners of the Bossier Levee District. Proposed law retains present law.

Present law requires any vacancies in the office of commissioner due to death, resignation, or other causes be filled by the remaining commissioners for the unexpired term. Proposed law retains present law.

Proposed law authorizes the removal of a board member for cause such as conflicts of interest, failure or refusal to perform the prescribed duties, conduct having a material adverse effect upon the work of the district, or conviction of a felony. Proposed law requires a written recommendation of removal, approved by a majority of the board members, to be submitted to the Bossier Parish police jury for immediate removal.

Proposed law authorizes members of the district or taxpayers to submit a complaint to the police jury for removal of a board member, subject to notice. Proposed law requires the police jury to send notice of the recommendation for removal to such board member, identifying the charges against the member.

Proposed law requires the board member to submit a written request for a hearing before the police jury, within 10 days from receipt of notice, or the member will be deemed removed from office. Proposed law prohibits the police jury from holding a hearing to determine whether to uphold the removal until 10 days from receipt of the request for the hearing has elapsed. Proposed law requires removal by majority vote of the police jury. Proposed law specifies that if the removal is not upheld, the member will continue in office, unless otherwise subsequently removed for cause.

(Amends R.S. 38:2603 and 2604)
# City of Bossier City

## Revenue by Fund

March 2021

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>March 2021</th>
<th>March 2020</th>
<th>March 2021 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>General Fund</td>
<td>3,968,937</td>
<td>3,989,295</td>
<td>14,024,293</td>
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<tr>
<td>230</td>
<td>Civic Center Fund</td>
<td>7,055</td>
<td>22,752</td>
<td>20,795</td>
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<tr>
<td>235</td>
<td>Hotel Motel Taxes Fund</td>
<td>92,936</td>
<td>101,537</td>
<td>157,947</td>
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<tr>
<td>240</td>
<td>1991 Fire Improv &amp; Opera</td>
<td>202,474</td>
<td>253,094</td>
<td>713,461</td>
</tr>
<tr>
<td>250</td>
<td>1991 Jail &amp; Municipal Bld</td>
<td>108,400</td>
<td>135,320</td>
<td>367,180</td>
</tr>
<tr>
<td>260</td>
<td>1991 Streets &amp; Drainage</td>
<td>445,301</td>
<td>243,802</td>
<td>933,124</td>
</tr>
<tr>
<td>400</td>
<td>Sales Tax Capital Fund</td>
<td>182,333</td>
<td>361,719</td>
<td>2,440,252</td>
</tr>
<tr>
<td>410</td>
<td>Parkway Capital Fund</td>
<td>313,667</td>
<td>493,385</td>
<td>1,298,988</td>
</tr>
<tr>
<td>480</td>
<td>Riverboat Capital Fund</td>
<td>768,845</td>
<td>1,152,921</td>
<td>2,524,790</td>
</tr>
<tr>
<td>600</td>
<td>Water Fund</td>
<td>1,332,731</td>
<td>1,106,998</td>
<td>3,734,505</td>
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<tr>
<td>601</td>
<td>Sewer Fund</td>
<td>1,645,394</td>
<td>1,630,253</td>
<td>4,612,051</td>
</tr>
<tr>
<td>610</td>
<td>Emergency Medical Service</td>
<td>552,539</td>
<td>761,514</td>
<td>2,321,202</td>
</tr>
<tr>
<td>620</td>
<td>Public Service and Sanitation</td>
<td>548,337</td>
<td>535,113</td>
<td>1,649,525</td>
</tr>
<tr>
<td>625</td>
<td>Alternative Fuel Station Fund</td>
<td>48,095</td>
<td>36,855</td>
<td>148,613</td>
</tr>
<tr>
<td>800</td>
<td>Sales Tax Fund</td>
<td>9,728,753</td>
<td>11,704,496</td>
<td>34,706,439</td>
</tr>
<tr>
<td>810</td>
<td>Riverboat Gaming Trust</td>
<td>(5,480)</td>
<td>55,404</td>
<td>37,899</td>
</tr>
<tr>
<td>820</td>
<td>Public Safety &amp; Health Trust</td>
<td>2,897</td>
<td>54,975</td>
<td>16,209</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>19,943,212</strong></td>
<td><strong>22,639,431</strong></td>
<td><strong>69,707,363</strong></td>
</tr>
</tbody>
</table>

City of Bossier Sales Tax Collections - Cash Basis

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Actual</th>
<th>Budget</th>
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</thead>
<tbody>
<tr>
<td>General Fund Sales Tax</td>
<td>12,891,433</td>
<td>12,765,420</td>
</tr>
<tr>
<td>$3 CenturyLink Fee</td>
<td>5,858,787</td>
<td>5,518,080</td>
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</tbody>
</table>
# City of Bossier City

**Expenses by Fund**  
**March 2021**

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>March 2021</th>
<th>March 2020</th>
<th>March 2021 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>General Fund</td>
<td>4,749,824</td>
<td>4,632,321</td>
<td>13,292,658</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,533,405</td>
</tr>
<tr>
<td>200</td>
<td>Metropolitan Planning Commissioner</td>
<td>58,837</td>
<td>50,356</td>
<td>140,721</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>169,539</td>
</tr>
<tr>
<td>230</td>
<td>Civic Center Fund</td>
<td>30,767</td>
<td>31,359</td>
<td>89,105</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>101,418</td>
</tr>
<tr>
<td>600</td>
<td>Water Fund</td>
<td>1,490,693</td>
<td>1,125,793</td>
<td>3,610,364</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,556,812</td>
</tr>
<tr>
<td>601</td>
<td>Sewer Fund</td>
<td>1,597,887</td>
<td>1,434,986</td>
<td>4,088,089</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,110,280</td>
</tr>
<tr>
<td>610</td>
<td>EMS Fund</td>
<td>589,911</td>
<td>492,245</td>
<td>1,619,752</td>
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<tr>
<td></td>
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<td></td>
<td>1,969,047</td>
</tr>
<tr>
<td>620</td>
<td>Public Service and Sanitation</td>
<td>738,790</td>
<td>526,589</td>
<td>1,360,890</td>
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<td></td>
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<td></td>
<td>1,859,205</td>
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<tr>
<td>625</td>
<td>Alternative Fuel Station Fund</td>
<td>73,971</td>
<td>43,273</td>
<td>136,529</td>
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<td></td>
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<td></td>
<td>116,877</td>
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<tr>
<td>800</td>
<td>Sales Tax Fund</td>
<td>79,831</td>
<td>94,298</td>
<td>235,197</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<td>274,962</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td>9,410,511</td>
<td>8,431,219</td>
<td>24,573,304</td>
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<td></td>
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<td>27,691,545</td>
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MONTHLY FINANCIALS: 000832
## COMPARATIVE REPORT

<table>
<thead>
<tr>
<th>TO:</th>
<th>FROM:</th>
<th>SUBJECT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Walker</td>
<td>Bossier City - Parish Sales Tax Division</td>
<td>Sales Tax Collection during March 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>End of Month Date</th>
<th>3/31/2021</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3/31/2021 Collections</td>
<td>$3,601,223</td>
<td></td>
</tr>
<tr>
<td>3/31/2020 Collections</td>
<td>$4,540,900</td>
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</tr>
<tr>
<td>Decrease</td>
<td>$939,677</td>
<td>-20.7%</td>
</tr>
<tr>
<td>3/31/2021 YTD Collections</td>
<td>$12,891,433</td>
<td></td>
</tr>
<tr>
<td>3/31/2020 YTD Collections</td>
<td>$13,427,972</td>
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</tr>
<tr>
<td>Decrease</td>
<td>$536,539</td>
<td>-4.0%</td>
</tr>
<tr>
<td>3/31/2021 Collections include state check of</td>
<td>$202,192</td>
<td></td>
</tr>
<tr>
<td>3/31/2020 Collections include state check of</td>
<td>$246,356</td>
<td></td>
</tr>
<tr>
<td>Decrease</td>
<td>$44,164</td>
<td>-17.9%</td>
</tr>
<tr>
<td>3/31/2021 YTD Collections include state check of</td>
<td>$783,777</td>
<td></td>
</tr>
<tr>
<td>3/31/2020 YTD Collections include state check of</td>
<td>$791,206</td>
<td></td>
</tr>
<tr>
<td>Decrease</td>
<td>$(7,429)</td>
<td>-0.9%</td>
</tr>
</tbody>
</table>

March Audit Collections | $121,150 |
March Audit Collections YTD | $272,978 |
March Compliance Collections | $341,285 |
March Compliance Collections YTD | $689,032 |

THIS REPORT INCLUDES AMOUNTS FROM DMV CHECKS.
<table>
<thead>
<tr>
<th>March 2021</th>
<th>Current Manning</th>
<th>Budget 2021</th>
<th>Variance</th>
<th>Monthly Expense including Benefits</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CITY COUNCIL</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2 MUNICIPAL ADMINISTRATION</td>
<td>4</td>
<td>4</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3 FINANCE DEPARTMENT</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4 PURCHASING DIVISION</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5 HUMAN RESOURCES DEPARTMENT</td>
<td>4</td>
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<td>9 COMMUNITY DEVELOPMENT</td>
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<td>11 MUNICIPAL BUILDING</td>
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<td>15</td>
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<td>29 STREET SWEEPING &amp; GRASS CUTTING</td>
<td>9</td>
<td>12</td>
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<td>30 ANIMAL CONTROL</td>
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<td>32 PARKS &amp; RECREATION DEPARTMENT</td>
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<td>63 WATER TREATMENT PLANT</td>
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<tr>
<td>64 WATER TRANSMISSION &amp; DISTRIBUTION</td>
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<td>66 CUSTOMER SERVICE</td>
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<td>72 RED RIVER WASTE WATER TREATMENT PLANT</td>
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<td>74 SEWER-LIFT STATION</td>
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<td>75 NORTHEAST SEWER TREATMENT PLANT</td>
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<td>76 SEWER PRE-TREATMENT PLANT</td>
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<td>81 SALES TAX DIVISION</td>
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**Total:** 662 690 (28) $135,712.54 per month

Previous Report 664 $1,640,550.48 A full year additional

Change from Last Report (2) $410,137.62 Amount for 3 months
### City of Buster City

#### Water & Sewer

**Year to Date March 2021**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual 2021</th>
<th>Actual 2020</th>
<th>2021</th>
<th>2020</th>
<th>2021</th>
<th>Rolling</th>
<th>Rolling</th>
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<tbody>
<tr>
<td></td>
<td>Current Month</td>
<td>Prior Year</td>
<td>Actual YTD</td>
<td>Actual YTD</td>
<td>Budget YTD</td>
<td>12 months</td>
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<td><strong>Water Fund - 600</strong></td>
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<td></td>
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<td>Apr 20 to Mar 21</td>
<td>Apr 19 to Mar 20</td>
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<td>Operating Revenues</td>
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<td></td>
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<td></td>
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<tr>
<td>Water Sales - Metered</td>
<td>1,011,284</td>
<td>821,702</td>
<td>2,798,141</td>
<td>2,545,850</td>
<td>2,790,047</td>
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<td>Water Sales - Flat Rate</td>
<td>250,242</td>
<td>245,270</td>
<td>709,866</td>
<td>734,608</td>
<td>706,065</td>
<td>2,977,648</td>
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<td>Water Sales - Hydrant Rental</td>
<td>4,992</td>
<td>4,750</td>
<td>14,975</td>
<td>14,250</td>
<td>14,976</td>
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<td>Other Revenue</td>
<td>65,239</td>
<td>26,992</td>
<td>170,526</td>
<td>190,693</td>
<td>168,186</td>
<td>535,374</td>
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<td>3,739,874</td>
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<td>Administrative</td>
<td>97,458</td>
<td>92,439</td>
<td>215,984</td>
<td>221,228</td>
<td>312,231</td>
<td>2,311,555</td>
<td>1,265,460</td>
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<td>Water Treatment Plant</td>
<td>291,279</td>
<td>196,790</td>
<td>701,873</td>
<td>551,356</td>
<td>685,205</td>
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<td>Water Transmission &amp; Distribution</td>
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<td>76,878</td>
<td>232,261</td>
<td>231,099</td>
<td>182,265</td>
<td>886,664</td>
<td>851,807</td>
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<td>Customer Service</td>
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<td>91,227</td>
<td>333,764</td>
<td>388,209</td>
<td>388,626</td>
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<td><strong>Sewer Fund - 601</strong></td>
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<tr>
<td>Operating Revenues</td>
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<td>Sewer Charges</td>
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<td>804,609</td>
<td>2,455,646</td>
<td>2,412,193</td>
<td>2,370,555</td>
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<td>9,599,615</td>
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<td>Sewer Usage</td>
<td>590,206</td>
<td>477,322</td>
<td>1,568,179</td>
<td>1,453,207</td>
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<td>5,815,879</td>
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<td>100,972</td>
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<td>Total Operating Revenues</td>
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<td>Red River Treatment Plant</td>
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<td>338,237</td>
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<td>113,112</td>
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<td>Sewer Lift Station</td>
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<td>241,248</td>
<td>223,320</td>
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<td>159,368</td>
<td>805,149</td>
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<td>Sewer Pretreatment</td>
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<td><strong>Total Operating Expenses</strong></td>
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<td><strong>Transfers out for Debt Service &amp; Capital</strong></td>
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<td>(1,460,834)</td>
<td>(4,518,230)</td>
<td>(4,382,502)</td>
<td>(4,318,249)</td>
<td>(17,665,748)</td>
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<tr>
<td><strong>Net Operating Income after Debt Service</strong></td>
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<td>833,244</td>
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