



AGENDA

Regular Council Meeting

3:00 PM - Tuesday, May 4, 2021

City Council Chambers, Bossier City Hall
620 Benton Road, Bossier City, Louisiana

Page

I. CALL TO ORDER

II. INVOCATION BY COUNCIL MEMBER JEFFERY DARBY

III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER DON WILLIAMS

IV. ROLL CALL

V. ANNOUNCEMENT

VI. APPROVE MINUTES

1. Approve Minutes of April 20, 2021, Regular Council meeting and dispense with the reading.

VII. APPROVE AGENDA

VIII. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

IX. BIDS

- 5 1. Witness opening of sealed bids for Bid#20-1782 - 2504 Northside Dr. - Demolition of dilapidated structure
[Bids - Demo](#)
- 6 - 7 2. Witness opening of sealed bids for Bid# P21-04 WOB Carriageway Project Phase II
[Bids WOB Carriageway Project Phase II](#)

X. UNFINISHED BUSINESS

- 8 - 26 1. Adopt 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.
(Final Reading) (Hall)
[Ord annexation corrected](#)
- 27 - 94 2. Adopt a Supplemental Bond Ordinance authorizing the issuance and delivery of One Hundred Twenty-Four Million One Hundred Fifteen Thousand Dollars (124,115,000) 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.
(Final Reading) (Hall)
[8th Supp Bond Ord](#)
- 95 - 97 3. Adopt 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.
(Final Reading) (Free)
[Ord Interstate 220 interchange lighting](#)
- 98 - 100 4. Adopt an Ordinance to retain Travis H. Morehart, CPA, of Cook & Moorehart to provide services for the Finance Department.
(Final Reading) (Montgomery)
[Ord hire Travis Morehart](#)
- 101 - 103 5. Adopt an Ordinance restricting emanation of excessive sound or noise from motorcycles and vehicles.
(Final Reading) (Darby)
[Ord excessive sound](#)

XI. NEW BUSINESS

- 104 - 113 1. 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) (Hall)
[Manchac May 4th introduction corrected](#)
- 114 - 121 2. Introduce an Ordinance to approve Report of Reconciliation for the Bossier Fire Department Burn Building Project, Ordinance 93 of 2019, with a decrease in project cost of \$160,000.
(First Reading) (Rauschenbach)

[Ord Reconciliation](#)

- 122 - 123 3. Adopt a Resolution to fill two Laborer I Positions in the Public Works Grass Cutting and Street Sweeping Division.
(First and Final Reading) (Glorioso)
[Res Laborer I Grass Cutting](#)
- 124 - 125 4. Adopt a Resolution to fill a part time Animal Control Helper Position in the Public Works Animal Control Division.
(First and Final Reading) (Glorioso)
[Res Part time Animal Control](#)
- 126 - 127 5. Adopt a Resolution authorizing the hiring of one (2) Police Officers for the Bossier City Police Department.
(First and Final Reading) (McWilliams)
[Res Police Officer](#)
- 128 - 129 6. Adopt a Resolution authorizing the hiring of one (1) Records Clerk for the Bossier City Police Department.
(First and Final Reading) (McWilliams)
[Res Records Clerk](#)
- 130 - 131 7. Adopt a Resolution authorizing the hiring or promotion of a Recreation Laborer I and backfilling any position this may create for Parks and Recreation.
(First and Final Reading) (Bohanan)
[Res laborer I parks](#)
- 132 - 138 8. Approve Parade Permit Fee Waiver for the Carry the Load, National Relay, May 26, 2021.
[Parade Permit Fee Waiver](#)
- 139 - 140 9. Approve placement in the Official Minutes the appointment of Sgt. Charles Bridges reappointment as the Police Department Board Member of the Bossier City Municipal Fire and Police Civil Service Board. Appointment effective March 7, 2021 and expires on March 6, 2024.
[minutes police](#)
- 141 - 142 10. Approve placement in the Official Minutes the appointment of Fire Captain Jason D. Shelton reappointment as the Fire Department Representative on the Bossier City Municipal Fire and Police Civil Service Board. Appointment effective March 7, 2021 and expires on March 6, 2024.
[minutes fire](#)
- 143 - 168 11. Consider the approval of the application by Centric Pipe, LLC, 430 Hamilton Road, Bossier City, La. under the Industrial Tax Exemption Program which would forgive 80% City Property Tax Millage for up to 10 years if all criteria were to continue to be met.
[Exhibit A 2018 A Centric Pipe LLC 20200026 - signed \(00000002\)](#)

XII. REPORTS

XIII. ANNOUNCEMENTS

XIV. ADJOURN

LEGAL NOTICE TO BIDDERS
BID #P21-04
Walter O. Bigby Carriageway Phase II

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, May 4, 2021** for the **WALTER O. BIGBY CARRIAGEWAY PROJECT**.

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 \$1,000.00, made out to Manchac Consulting Group, Inc. Any questions pertaining to this project should be emailed to Bruce Easterly at beasterly@bellsouth.net and Todd Thompson at tthompson@manchacgroup.com

A **Mandatory Pre-Bid Conference** is scheduled for **Thursday, March 25, 2021 at 10:00 a.m.**, at the Bossier City Public Works Compound located at 3223 Old Shed Road, Bossier City, LA.

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 on or before a date to be specified in the Notice to Proceed and substantially complete the project within **Five Hundred Ten (510) Calendar Days** and complete and ready for final acceptance within **555 Calendar Days** after the date when the Contract Time commences to run. Bidders will pay liquidated damages in the sum of **\$10,000** 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.

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

LILLIANA GARCIA, PURCHASING AGENT
CITY OF BOSSIER CITY, LOUISIANA

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

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

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

TIME DEADLINES: Council Meeting,

SPONSOR: James D. Hall **DATE:** 3/24/21
 James D. Hall, City Attorney

NOTED **RECOMMENDED BY:** Lorenz Walker
 Lorenz Walker, Mayor

COUNCIL DISTRICT: All

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

The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2021

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

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

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

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

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

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

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

AYES:

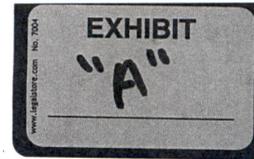
NAYES:

ABSENT:

ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk



LEGAL DESCRIPTION

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



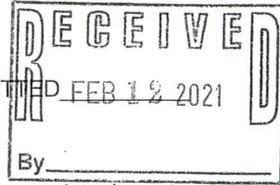
DETENTION LANGUAGE

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

PETITION FOR ANNEXATION

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

DATE SUBMITTED FEB 12 2021



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

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

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

Respectfully submitted,

(Name – Signature)	OFFICIAL USE ONLY	
	Resident Owner	Registered Voter
<i>Greco-Micotto Properties, LLC</i> <i>By: Joseph Micotto</i> <i>Manager</i>		<input checked="" type="checkbox"/>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

PETITION FOR ANNEXATION

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

DATE SUBMITTED:

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

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

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

Respectfully submitted,

Official Use Only
Resident Registered
Owner Voter

(Name - Signature)	Resident Owner	Registered Voter
1. <u>Greco-Micciotto (Previously Signed)</u>	_____	_____
2. <u>G&J Micciotto Properties, LP By: Debra M Malin</u>	_____	X
3. <u>Ronald Owen Ron Micciotto</u>	_____	X
4. <u>Natalie Micciotto</u>	_____	X
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____



February 26, 2021

MPC ANNEXATION SUMMARY

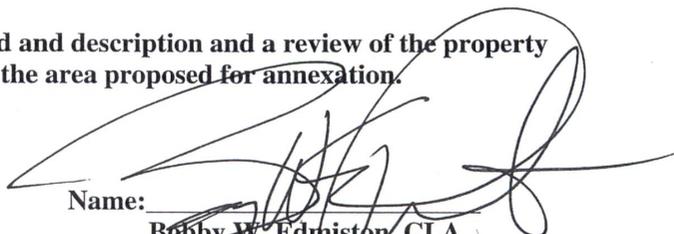
This annexation request is comprised of approximately 258.299 acres which is currently zoned R-A (Residential Agriculture) and is adjacent to the current city limits via the eastern and southern perimeter of the property. The purpose of the annexation is for future commercial development starting from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

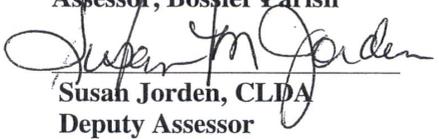


REQUEST FOR PETITION FOR ANNEXATION

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

Date: 3-10-21

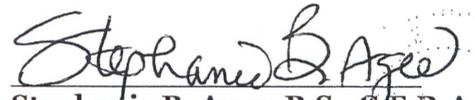
Name: 
Bobby W. Edmiston, CLA
Assessor, Bossier Parish

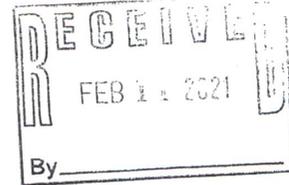

Susan Jorden, CLDA
Deputy Assessor

Date: March 22, 2021

CERTIFICATE

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


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



Greco-Miciotto Properties, LLC
Joseph Miciotto, Manager
714 Chinquapin Drive
Shreveport, LA 71106

February 8, 2021

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

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

Dear Mr. Rauschenbach,

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

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

Sincerely,

A handwritten signature in cursive script that reads "Joe Miciotto".

Joe Miciotto,
Greco-Miciotto Properties, LLC, etal

Year: Current Year (2021)
 GRECO-MICIOTTO PROPERTIES LLC
 ET AL
 714 CHINQUAPIN DR
 SHREVEPORT LA 71106
 UNITED STATES

SALA: NO
 AssessNo: 102165
 Roll: 0-REAL ESTATE
 Ward: 2
 Location Code: 12

Physical Address: N/A

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

Assessed Value:	188	Municipal Tax:	0.00	Municipal Mil:	0.000
Homestead Value:	0	Parish Tax:	26.16	Parish Mil:	128.450
Taxable Parish Value:	188	Total Tax:	26.16	Ambulance Fee:	0.000

TAXITEM	CLASS	DESCRIPTION	VALUE	HOMESTEAD	UNITS	CODES
105523	1800	TIMBER CLASS 4 >= 3 ACRES	188	0	25	24 54 23

OWNERSHIP:

NAME	OWNERSHIP-FRA	OWNERSHIP-PER	HOMESTEAD-FRA	HOMESTEAD-PER
MICIOTTO, NATALIE LEWIS	1/20	5	0	0
MICIOTTO, RONALD J	1/20	5	0	0
GRECO-MICIOTTO PROPERTIES LLC	1/2	50	0	0
G & J MICIOTTO PROPERTIES LP	2/5	40	0	0

LEGAL DESCRIPTION:

BEGIN AT SW COR. OF SEC. 10 THENCE S. 88 DEG. 03 MIN. 34 SEC. E. ALONG NLY R/W OF I-220 78.31 FT., THENCE S. 88 DEG. 07 MIN. 04 SEC. E. ALONG R/W 680.18 FT. THENCE N. 85 DEG. 06 MIN. 23 SEC. E. ALONG R/W 563.64 FT. THENCE N. 0 DEG. 19 MIN. 36 SEC. E. 1915.55 FT. THENCE N. 89 DEG. 40 MIN. 24 SEC. W. 1319.51 FT., THENCE S. 0 DEG. 19 MIN. 36 SEC. W. 1946.16 FT. TO PT. OF BEGIN., LESS TR DESC IN VOL 1367-99, T. 18, R. 13. /TR. 1-B2/

Parcel: 1813101B2

Parcel Acres:

59.07, 25.156,

Ownership Book and Page Numbers:

561-249 76, 632-165 79, 1150-366 98, 1163-214 98, 1367-99 06,

Legal Book and Page Numbers:

561-249, 1367-99 06,

Last Edited By: PRISCILLA MARSHALL

INFORMATION PROVIDED BY BOBBY W. EDMISTON, CLA, ASSESSOR FOR BOSSIER PARISH
 - This information is given without recourse or warranty. -
 This service is for your convenience only. 3/8/2021 @ 9:05:00 AM

Year: Current Year (2021)
 GRECO-MICIOTTO PROPERTIES LLC
 ET AL
 714 CHINQUAPIN DR
 SHREVEPORT LA 71106
 UNITED STATES

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

Physical Address: N/A

Taxes are for: Parish and BC WD 2		Taxes Excluded by Homestead Exemption: 0.00	
Assessed Value:	1,075	Municipal Tax:	24.27
Homestead Value:	0	Parish Tax:	118.15
Taxable Parish Value:	1,075	Total Tax:	142.42
		Municipal Mil:	22.580
		Parish Mil:	107.080
		Ambulance Fee:	0.000

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

OWNERSHIP:

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

LEGAL DESCRIPTION:

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

Parcel: SM12 0006

Parcel Acres:

42.535, 41.8907, 39.2202, 38.1182,

Ownership Book and Page Numbers:

1601-793 17, 1601-794 17, 1601-795 17, 1745-116 17, 1205753 R/W 19,

Legal Book and Page Numbers:

1601-793 17, 1601-794 17, 1601-795 17, 1745-116 17, 1205753 R/W 19,

Last Edited By: Susan JordEn

*Lot
part of 6*

Year: Current Year (2021)
 GRECO-MICIOTTO PROPERTIES LLC
 ET AL
 714 CHINQUAPIN DR
 SHREVEPORT LA 71106
 UNITED STATES

SALA: NO
 AssessNo: 102164
 Roll: 0-REAL ESTATE
 Ward: 2
 Location Code: 12

Physical Address: N/A

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

Assessed Value:	6,221	Municipal Tax:	0.00	Municipal Mil:	0.000
Homestead Value:	0	Parish Tax:	816.68	Parish Mil:	128.450
Taxable Parish Value:	6,221	Total Tax:	816.68	Ambulance Fee:	0.000

TAXITEM	CLASS	DESCRIPTION	VALUE	HOMESTEAD	UNITS	CODES
388251	1600	TIMBER CLASS 2 >= 3 ACRES	5854	0	207	24 54 23
388252	1600	TIMBER CLASS 2 >= 3 ACRES	367	0	13	24 54 23

OWNERSHIP:

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

LEGAL DESCRIPTION:

S 1/2 SEC 10, LESS PT ABANDONED TO SUPER HWY, LESS TR DES IN VOL 561- 249, 1367-99, LESS R/W TO INNOVATIVE DR EXT.... BEGIN AT SW COR SEC 11, RUN N 1874 FT, THENCE E 2464.7 FT TO W LINE OF SWAN LAKE RD, THENCE S 20 DEG 21 MIN E 215.5 FT, THENCE S 19 DEG 12 MIN. E 349.8 FT, THENCE S 86 DEG W 298.4 FT, THENCE S 829 FT, THENCE S 89 DEG 23 MIN W 1103 FT, THENCE S TO S LINE OF SEC 11, THENCE W 1252.9 FT TO PT OF BEGIN, LESS TR DESC IN VOL 1620-67 AND BEING DESCRIBED AS TR 1 ON DEED, LESS TR DESC IN VOL 1620-76, LESS TRS DESC IN VOL 1663-489, 1706-1, 1710-711, LESS MICIOTTO PARK #1, LESS THAT PART ANNEXED INSIDE CITY LIMITS IN ORDINANCE REG #1160317 VOL 1738-795, T 18, R 13.

Parcel: 1813101B1

Parcel Acres:

237.12, 235.925, 214.401, 207.649 19, 207.246,

Ownership Book and Page Numbers:

205-429 50, 241-632 53, 261-34 56, 268-36 56, 268-37 56, 464-705 70, 561-249 76, 1150-366 98, 1163-214 98, 1367-99 06, 1371-237 06 ORD 06, 1738-795 ORD 17, 1205753 19,

Legal Book and Page Numbers:

205-429, 261-34, 268-36, 218-354, 464-705, 561-249, 1367-99 06, 1738-795 ORD 17, 1205753 19,

Parcel: 1813111F2

Parcel Acres:

60.93, 45.117, 42.617, 42.469, 42.269, 41.872, 35.745, 35.0201, 12.7125,

Ownership Book and Page Numbers:

241-632 53, 261-34 56, 268-36 56, 268-37 56, 464-705 70, 1150-366 98, 1163-214 98, 1371-237 06 ORD 06, 1620-67 2012, 1620-76 2012, 1663-489 14, 1706-1 2015, 1710-711 2015, 1601-608 16, 1601-609 16, 1601-610 16, 1738-795 ORD 17,

Legal Book and Page Numbers:

241-632, 261-34, 268-36, 464-705, 1620-67 2012, 1620-76 2012, 1663-489 14, 1706-1 2015, 1710-711 2015, 1601-608 16, 1601-609 16, 1601-610 16, 1738-795 ORD 17,

Last Edited By: Susan JordEn

INFORMATION PROVIDED BY BOBBY W. EDMISTON, CLA, ASSESSOR FOR BOSSIER PARISH
 - This information is given without recourse or warranty. -
 This service is for your convenience only. 3/8/2021 @ 9:03:59 AM

(OFFICE USE ONLY)

Application Fee: 300.00

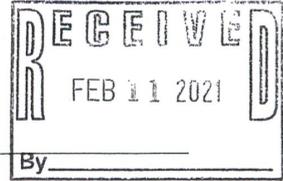
Paid: CK 35838

Date: 2/22/21

CASE # A-1-21

**BOSSIER CITY-PARISH
METROPOLITAN PLANNING COMMISSION**

620 Benton Rd.
Bossier City, LA 71111
Phone: 318-741-8824 Fax: 318-741-8827



ANNEXATION APPLICATION

Project Information

Assessor's Parcel Numbers(s): 102164, 102165

Project Address(es) (if applicable): _____

Legal Description (attach separate sheet)

See Attached

Current Zoning: RA

Total Acreage To Be Annexed: 258.299 Acres

Existing Use: R/A

Proposed Use: Commercial

APPLICANT	Name <u>T. Ryan Estess</u>
	Company: <u>Raley and Associates, Inc.</u>
	Address <u>4913 Shed Road</u>
	City/State/Zip: <u>Bossier City, LA 71111</u>
	Phone: <u>318-752-9023</u> Fax: _____
Applicant or representative must be present at the hearing to represent this case.	
CONTACT PERSON	Name <u>Same as Above</u>
	Address _____
	Company: _____
	City/State/Zip _____ Phone: _____
	Alternate Phone: _____ Fax: _____
Email: _____	
NOTE: All forwarding mail and notice documents will be mailed to this address only.	
PROPERTY OWNER	Name <u>Greco-Micotto Properties, LLC</u>
	Address <u>714 Chinquapin, Drive</u>
	City/State/Zip: <u>Shreveport, LA 71106</u>
	Phone: _____

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

Ryan Estess
Applicant Signature

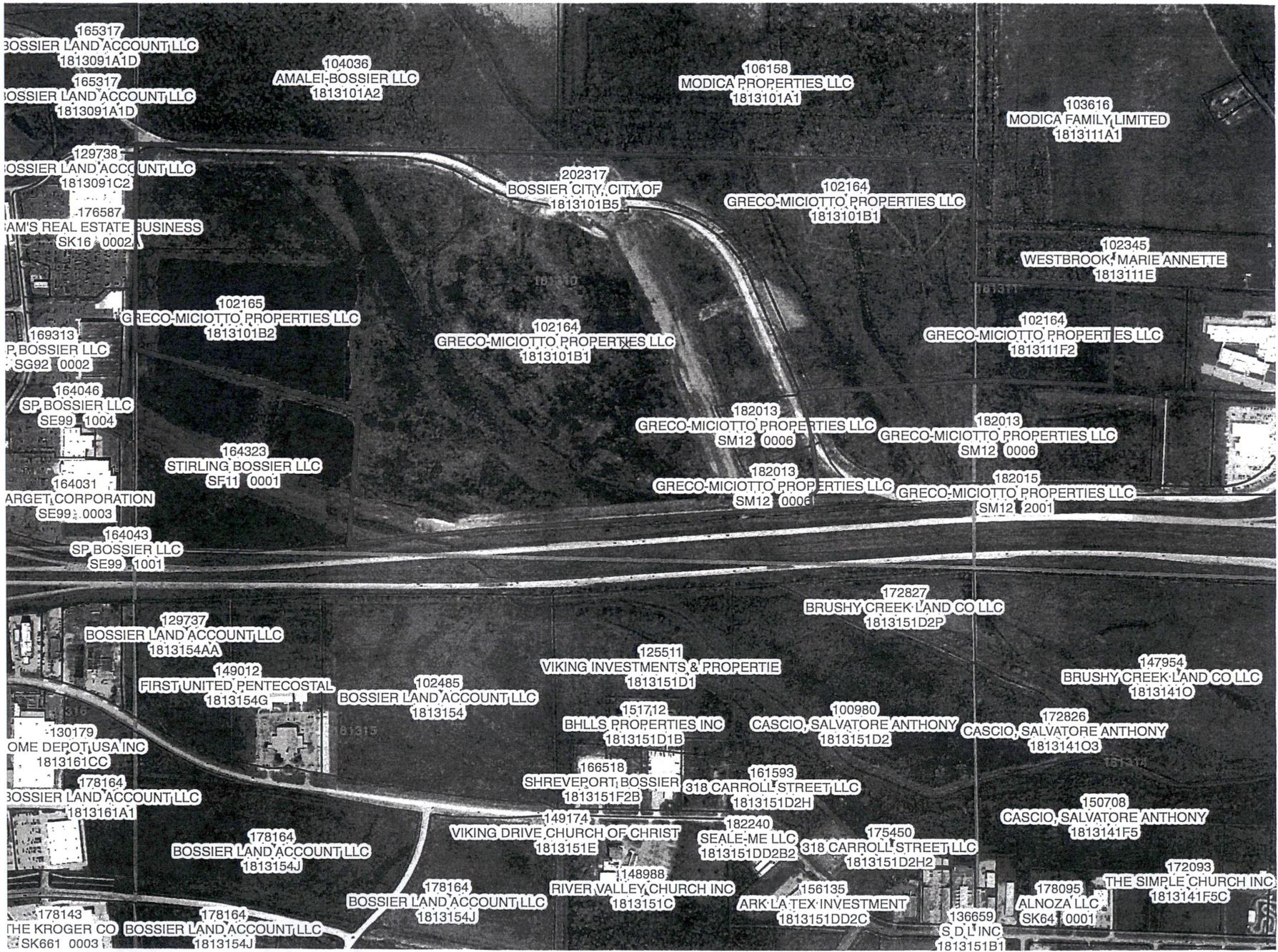
T. Ryan Estess
Print Name

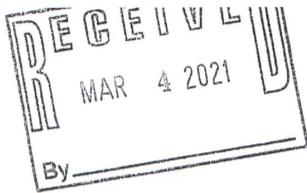
2-10-21
Date

Proposed Greco-Miciotto Annexation

R
MAR 4 2021
U







189 RUN THENCE SOUTH 00° 44' 02" WEST A DISTANCE OF 289.13' TO THE SOUTHEAST
190 CORNER OF AIRLINE TWO SUBDIVISION; RUN THENCE NORTH 89°22' 18" WEST A
191 DISTANCE OF 918.92' TO THE EAST RIGHT-OF-WAY OF AIRLINE DRIVE; THENCE
192 CONTINUE ALONG THE EAST RIGHT-OF-WAY OF AIRLINE DRIVE SOUTH 15°06' 22" EAST
193 A DISTANCE OF 684.59'; THENCE RUN SOUTH 12°25' 10" EAST A DISTANCE OF 258.42'
194 ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2756.48'; THENCE
195 RUN SOUTH 08°19' 40" EAST A DISTANCE OF 82.68' ALONG A CURVE TO THE RIGHT,
196 SAID CURVE HAVING A RADIUS OF 1686.22'; THENCE RUN SOUTH 06° 02' 55" EAST A
197 DISTANCE OF 260.85'; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY OF AIRLINE
198 DRIVE, RUN NORTH 84° 00' 12" EAST A DISTANCE OF 505.51'; THENCE RUN NORTH 90°
199 00' 00" EAST A DISTANCE OF 459.60'; THENCE RUN SOUTH 00° 00' 00" WEST A
200 DISTANCE OF 450.00'; THENCE RUN SOUTH 90° 00' 00" WEST A DISTANCE OF 412.33';
201 THENCE RUN SOUTH 05° 59' 48" EAST A DISTANCE OF 212.11' TO A POINT ON THE
202 NORTHERLY BOUNDARY OF BOSSIER PARISH PARCEL, MAPPING NUMBER
203 1813091A1D; THENCE RUN NORTH 83° 57' 09" EAST A DISTANCE OF 1382.22' TO THE
204 NORTHEAST CORNER OF SAID BOSSIER PARISH PARCEL, **MAPPING NUMBER**
205 **1813091A1D; THENCE RUN SOUTH 00°14' 19" WEST A DISTANCE OF 776.426' TO THE**
206 **NORTHERN RIGHT OF WAY LINE OF INNOVATION DR. THENCE RUN ALONG A CURVE**
207 **TO THE LEFT SAID CURVE HAVING A RADIUS OF 760 FEET AND A CHORD BEARING OF**
208 **SOUTH 72°32'52" EAST A DISTANCE OF 422.885 FEET, THENCE RUN SOUTH 88°42'07"**
209 **EAST A DISTANCE OF 1240.00 FEET, RUN THENCE ALONG A CURVE TO THE RIGHT**
210 **SAID CURVE HAVING A RADIUS OF 1040.00 FEET AND A CHORD BEARING OF SOUTH**
211 **80°43'51" EAST A DISTANCE OF 288.44 FEET, THENCE RUN SOUTH 88°42'07" EAST A**
212 **DISTANCE OF 3436.68 FEET, THENCE RUN SOUTH 00°38'46" WEST A DISTANCE OF**
213 **404.68 FEET, THENCE RUN SOUTH 00°45'59" WEST A DISTANCE OF 362.46 FEET,**
214 **THENCE RUN SOUTH 87°29'56" EAST A DISTANCE OF 886.50 FEET**
215 TO THE NORTHWEST CORNER OF MICIOTTO PARK SUBDIVISION, UNIT NUMBER 1';
216 THENCE RUN SOUTH 87° 29' 10" EAST A DISTANCE OF 1308.35'; THENCE RUN NORTH
217 71° 54' 33" EAST A DISTANCE OF 204.28'; THENCE RUN SOUTH 18° 11' 18" EAST A



1542 BOSSIER PARISH PARCEL, MAPPING NUMBER S767 0006A; THENCE RUN NORTH 32°
1543 00' 47" WEST A DISTANCE OF 9.37'; THENCE RUN SOUTH 33° 46' 45" WEST A DISTANCE
1544 OF 89.82'; THENCE RUN SOUTH 10° 41' 45" WEST A DISTANCE OF 84.50'; THENCE RUN
1545 SOUTH 14° 08' 15" EAST A DISTANCE OF 195.80'; THENCE RUN SOUTH 21° 11' 45" WEST
1546 A DISTANCE OF 84.60'; THENCE RUN SOUTH 47° 13' 15" EAST A DISTANCE OF 34.50';
1547 THENCE RUN SOUTH 49° 36' 45" WEST A DISTANCE OF 68.40'; THENCE RUN SOUTH 41°
1548 24' 45" WEST A DISTANCE OF 118.00'; THENCE RUN SOUTH 25° 46' 45" WEST A
1549 DISTANCE OF 167.40'; THENCE RUN SOUTH 61° 39' 44" WEST A DISTANCE OF 116.40';
1550 THENCE RUN SOUTH 23° 56' 45" WEST A DISTANCE OF 36.60'; THENCE RUN SOUTH 05°
1551 03' 15" EAST A DISTANCE OF 104.70'; THENCE RUN SOUTH 09° 11' 37" WEST A
1552 DISTANCE OF 165.01'; THENCE RUN SOUTH 13° 18' 18" WEST A DISTANCE OF 328.28';
1553 THENCE RUN SOUTH 08° 26' 42" EAST A DISTANCE OF 106.50'; THENCE RUN SOUTH 22°
1554 56' 42" EAST A DISTANCE OF 101.10'; THENCE RUN SOUTH 13° 58' 42" EAST A
1555 DISTANCE OF 194.81'; THENCE RUN SOUTH 19° 41' 42" EAST A DISTANCE OF 182.12';
1556 THENCE RUN SOUTH 40° 59' 41" EAST A DISTANCE OF 53.65'; THENCE RUN SOUTH 00°
1557 26' 02" EAST A DISTANCE OF 572.47' TO A POINT ON THE NORTHERLY BOUNDARY OF
1558 BOSSIER PARISH PARCEL, MAPPING NUMBER 1713242B1F; THENCE RUN SOUTH 88°
1559 37' 56" EAST A DISTANCE OF 14.09' TO THE SOUTHWEST CORNER OF BOSSIER PARISH
1560 PARCEL, MAPPING NUMBER S767 0006C; THENCE RUN SOUTH 89° 45' 00" EAST A
1561 DISTANCE OF 528.00' TO THE POINT OF BEGINNING.

1562 **TRACT 16**

1563 BEGINNING AT THE NORTH WEST CORNER OF THE STERLING BOSSIER RETAIL
1564 CENTER UNIT 2 AS RECORDED IN BOOK 1364, PAGE 7, OF THE CONVEYANCE
1565 RECORDS OF BOSSIER PARISH, LOUISIANA. RUN THENCE SOUTH 74°44'29" EAST A
1566 DISTANCE OF 847.72 FEET, THENCE RUN SOUTH 73°09'00" EAST A DISTANCE OF 614.49
1567 FEET, RUN THENCE SOUTH 04°00'57" WEST A DISTANCE OF 868.96 FEET, RUN THENCE
1568 SOUTH 85°09'16" WEST A DISTANCE OF 604.00 FEET, RUN THENCE NORTH 88°08'59"
1569 WEST A DISTANCE OF 749.01 FEET, RUN THENCE NORTH 00°14'15" EAST A DISTANCE
1570 OF 1294.90 FEET, TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION

DESCRIPTION OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 10 AND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 13 WEST, BOSSIER PARISH, LOUISIANA. SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF MICOITTO PARK UNIT NO. 1, AS RECORDED IN BOOK 150, PAGE 408, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA, RUN THENCE SOUTH 02°29'42" WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING ON THE NORTH LINE OF LOT 6 OF MICOITTO PARK UNIT NO. 2, AS RECORDED IN BOOK 150, PAGE 793, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN ALONG THE NORTH LINE OF SAID LOT 6, THE FOLLOWING TWO CALLS: NORTH 87°29'56" WEST A DISTANCE OF 783.24 FEET, SOUTH 85°15'27" WEST A DISTANCE OF 1179.35 FEET, THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 615.26 FEET (SAID CURVE HAVING A RADIUS OF 2695.84 FEET AND A LONG CHORD BEARING SOUTH 10°29'06" EAST A DISTANCE OF 410.93 FEET), THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 78.37 FEET (SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A LONG CHORD BEARING SOUTH 40°57'20" WEST A DISTANCE OF 70.59 FEET) TO A POINT ON THE NORTH RIGHT OF WAY OF PENNATION DRIVE, THENCE RUN SOUTH 04°00'53" EAST A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF INTERSTATE 220, THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING TWO CALLS: SOUTH 85°15'27" WEST A DISTANCE OF 2005.14 FEET, SOUTH 85°07'09" WEST A DISTANCE OF 958.18 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF STIRLING BOSSIER RETAIL CENTER UNIT 2, AS RECORDED IN BOOK 154, PAGE 7, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN NORTH 04°00'57" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 868.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE RUN ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING TWO CALLS: NORTH 73°09'00" WEST A DISTANCE OF 444.49 FEET, NORTH 74°44'29" WEST A DISTANCE OF 847.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE EAST LINE OF STIRLING BOSSIER RETAIL CENTER UNIT 3-A, AS RECORDED IN BOOK 150, PAGE 179, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN NORTH 00°14'27" EAST ALONG SAID EAST LINE A DISTANCE OF 1332.13 FEET TO THE NORTHEAST CORNER OF STIRLING BOSSIER RETAIL CENTER UNIT 1-A, AS RECORDED IN BOOK 154, PAGE 56, OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA. THENCE RUN SOUTH 88°42'07" EAST A DISTANCE OF 8335.29 FEET, THENCE RUN SOUTH 00°38'46" WEST A DISTANCE OF 404.68 FEET, THENCE RUN SOUTH 00°25'59" WEST A DISTANCE OF 162.46 FEET, THENCE RUN SOUTH 87°29'56" EAST A DISTANCE OF 866.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 258.229 ACRES.

I HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS BASED UPON A PROPERTY BOUNDARY SURVEY UNDER MY RESPONSIBLE CHARGE AND DATED 04-04-2018. THIS EXHIBIT DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

PRELIMINARY
FOR REVIEW ONLY
DOCUMENT PREPARED UNDER THE DIRECT SUPERVISION OF T. RYAN ESTESS, P.L.S. NO. 5074

T. RYAN ESTESS
REGISTERED PROFESSIONAL LAND SURVEYOR
LOUISIANA LICENSE NO. 5074

DATE

ANNEXATION EXHIBIT
GRECO-MICOITTO PROPERTIES, LLC
Bossier Parish, Louisiana



RALEY AND ASSOCIATES, INC.
Civil & Structural
Engineering,
Surveying, Planning
& Consulting

4913 Shed Road
Bossier City, LA 71111
Phone 318.752-9023
Fax 318.752-9025
www.raleyanassociates.com

DATE:	2-8-2021
SICALE:	1" = 300'
DRAWN:	MPC
CHECKED:	TRE
JOB:	20333
SHEET:	1
OF 1 SHEET	

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

**EIGHTH SUPPLEMENTAL BOND ORDINANCE
NO. ____ OF 2021**

A SUPPLEMENTAL BOND ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF ONE HUNDRED TWENTY-FOUR MILLION ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$124,115,000) OF TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, OF THE CITY OF BOSSIER CITY, STATE OF LOUISIANA, IN ACCORDANCE WITH THE TERMS OF THE GENERAL BOND ORDINANCE ADOPTED ON JULY 6, 2010; PRESCRIBING THE FORM AND CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, on July 6, 2010, this City Council of the City of Bossier City, State of Louisiana (the "Governing Authority") adopted General Bond Ordinance No. 67 of 2010 entitled: "A General Bond Ordinance authorizing the issuance from time to time of Wastewater Revenue Bonds of the City of Bossier City, State of Louisiana; prescribing the form, and certain terms and conditions of said Bonds; establishing funds and accounts relating to said Bonds; providing for the

payment thereof in principal and interest; and providing for other matters in connection therewith" (the "General Bond Ordinance"), which authorizes the issuance of utilities revenue bonds and utilities revenue refunding bonds from time to time for the purposes described therein; and

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

- i. Utilities Revenue Bonds, Series 2010 (the "Series 2010 Bonds"), dated November 10, 2010, issued in the original principal amount of \$22,000,000 pursuant to the General Bond Ordinance and the First Supplemental Bond Ordinance No. 89 of 2010 adopted by the Governing Authority on September 21, 2010, as amended and supplemented by Supplemental Resolution No. 44 of 2010 adopted by the Governing Authority on November 2, 2010 (collectively, the "First Supplemental Ordinance");
- ii. Utilities Revenue Refunding Bonds, Series 2010 (the "Series 2010 Refunding Bonds"), dated December 15, 2010, issued in the original principal amount of \$13,500,000 pursuant to Ordinance No. 101 of 2010 adopted by the Governing Authority on October 5, 2010, as amended and supplemented by Resolution No. 47 of 2010 adopted by the Governing Authority on November 16, 2010;
- iii. Taxable Utilities Revenue Bonds, Series 2014 (the "Taxable Series 2014 Bonds"), dated August 28, 2014, issued in the original principal amount of \$10,000,000 pursuant to the General Bond Ordinance and the Second Supplemental Bond Ordinance No. 38 of 2014 adopted by the Governing Authority on May 6, 2014 (the "Second Supplemental Ordinance");
- iv. Utilities Revenue Bonds, Series 2014 (the "Series 2014 Bonds"), dated August 12, 2014, issued in the original principal amount of \$22,000,000 pursuant to the General Bond Ordinance and the Third Supplemental Bond Ordinance No. 56 of 2014 adopted by the Governing Authority on July 15, 2014 (the "Third Supplemental Ordinance");
- v. Utilities Revenue Refunding Bonds, Series 2014 (the "Series 2014 Refunding Bonds"), dated October 14, 2014, issued in the original principal amount of \$114,070,000 pursuant to the General Bond Ordinance and the Fourth Supplemental Bond Ordinance No. 73 of 2014 adopted by the Governing Authority on September 9, 2014 (the "Fourth Supplemental Ordinance");
- vi. Taxable Utilities Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), dated June 22, 2016, issued in the original principal amount of \$10,000,000 pursuant to the General Bond Ordinance and the Fifth Supplemental Bond Ordinance No. 45 of 2016 adopted by the Governing Authority on May 3, 2016 (the "Fifth Supplemental Ordinance");

- vii. Taxable Utilities Revenue Bonds, Series 2017 (the "Series 2017 Bonds"), dated October 27, 2017, issued in the original principal amount of \$13,000,000 pursuant to the General Bond Ordinance and the Sixth Supplemental Bond Ordinance No. 108 of 2017 adopted by the Governing Authority on September 5, 2017 (the "Sixth Supplemental Ordinance");
- viii. Taxable Utilities Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), dated April 1, 2020, issued in the original principal amount of \$8,000,000 pursuant to the General Bond Ordinance and the Seventh Supplemental Bond Ordinance No. 19 of 2020 adopted by the Governing Authority on February 18, 2020 (the "Seventh Supplemental Ordinance");

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

WHEREAS, the General Bond Ordinance provides that the details of each series of Bonds issued thereunder shall be specified in a supplemental ordinance adopted by the City authorizing the issuance of such series of Bonds, subject to the terms, conditions and limitations established in the General Bond Ordinance; and

WHEREAS, the City has found and determined that the refunding of \$17,305,000 of the Series 2014 Bonds, consisting of those Series 2014 Bonds maturing October 1, 2029, October 1, 2034, October 1, 2039, and October 1, 2043, and \$90,715,000 of the Series 2014 Refunding Bonds, consisting of those Series 2014 Refunding Bonds maturing October 1, 2025, to October 1, 2038, inclusive (such Series 2014 Bonds and Series 2014 Refunding Bonds being refunded are hereinafter referred to collectively as the "Refunded Bonds"), would be financially advantageous to the City; and

WHEREAS, this Governing Authority adopted Ordinance No. 27 of 2021 on March 16, 2021, authorizing the issuance and sale of not exceeding One Hundred Thirty Million Dollars (\$130,000,000) of Taxable Utilities Revenue Refunding Bonds, Series 2021 of the City and authorizing and directing the Mayor of the City to execute a Bond Purchase Agreement to memorialize the terms of the sale thereof; and

WHEREAS, pursuant to the terms of Ordinance No. 27 of 2021, the Mayor of the City has agreed to the sale of \$124,115,000 of Taxable Utilities Revenue Refunding Bonds, Series 2021 of the City (the "Series 2021 Refunding Bonds") and has executed the Bond Purchase Agreement as authorized, a copy of which is attached hereto as **Exhibit A**; and

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

WHEREAS, after the issuance and delivery of the Series 2021 Refunding Bonds, the City will have no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Net Revenues (as defined in the Bond Ordinance) of the System, except its (i) Series 2010 Bonds, (ii) Series 2010 Refunding Bonds, (iii) unrefunded Series 2014 Bonds, (iv) unrefunded Series 2014 Refunding Bonds, (v) Taxable Series 2014 Bonds, (vi) Series 2016 Bonds, (vii) Series 2017 Bonds and (viii) Series 2020 Bonds (collectively, the "Outstanding Parity Bonds"); and

WHEREAS, it is necessary that this Governing Authority prescribe the form and content of Defeasance and Escrow Deposit Agreement providing for the payment of the principal and interest of the Refunded Bonds and authorize the execution thereof as hereinafter provided; and

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

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

SECTION 1. Definitions. In addition to words and terms elsewhere defined in the Bond Ordinance and this Eighth Supplemental Ordinance, the following words and terms as used in this Eighth Supplemental Ordinance shall have the following meanings, unless some other meaning is plainly intended:

"Act" means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

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

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

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

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

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

for the insurance of the payment of the Series 2021 Refunding Bonds, if any, and any other cost, charge or fee in connection with the original issuance of the Series 2021 Refunding Bonds.

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

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

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

"Escrow Agreement" means the Defeasance and Escrow Deposit Agreement dated as the date of delivery, between the Issuer and the Escrow Agent, substantially in the form attached hereto as **Exhibit F**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

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

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

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

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

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

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

"Reserve Fund Insurance Policy" means the Municipal Bond Debt Service Reserve Insurance Policy, and any endorsement thereto, issued by the Reserve Insurer, under which claims

may be made in order to provide moneys in the Series 2021 Refunding Bonds Account available for the purposes thereof.

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

"Reserve Insurer" means, with respect to the Series 2021 Refunding Bonds, Build America Mutual Assurance Company, or any successor thereto.

"Series 2010 Refunding Bond Ordinance" means, collectively, Ordinance No. 101 of 2010, as supplemented by Resolution No. 47 of 2010, authorizing the issuance of the Utilities Revenue Refunding Bonds, Series 2010.

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

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

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

SECTION 2. Details of the Series 2021 Refunding Bonds. (a) In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of One Hundred Twenty-Four Million One Hundred Fifteen Thousand Dollars (\$124,115,000) for, on behalf of and in the name of the City, for the purpose of (i) refunding the Refunded Bonds through the escrow of a portion of the proceeds of the Series 2021 Refunding Bonds, together with additional moneys provided by the City, in order to provide for the payment of the principal of and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 2(f) hereof, (ii) paying the cost of a reserve fund surety and (iii) paying the Costs of Issuance of the Series 2021 Refunding Bonds, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of One Hundred Twenty-Four Million One Hundred Fifteen Thousand Dollars (\$124,115,000) of Taxable Utilities Revenue Refunding Bonds, Series 2021, of the City. The Executive Officers may approve a different series designation if the Series 2021 Refunding Bonds are delivered after the end of 2021 or if it is in their sole judgment preferable to do so, and in such event, the term "Series 2021 Refunding Bonds" as used herein shall be automatically changed to match such series designation. The Series 2021 Refunding Bonds shall be dated the Delivery Date thereof.

(b) The Series 2021 Refunding Bonds shall be Fixed Rate Bonds and the Interest Payment Dates shall be April 1 and October 1 of each year, commencing on October 1, 2021. The

unpaid principal of the Series 2021 Refunding Bonds shall bear interest at the rates set forth in the Bond Purchase Agreement.

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

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

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

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

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

(f) The Series 2021 Refunding Bonds maturing on October 1, 2032, and thereafter, shall be callable for redemption by the City in full or in part at any time on or after October 1, 2031, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Series 2021 Refunding Bonds are not required to be redeemed in inverse order of maturity.

If the Series 2021 Refunding Bonds are to be redeemed only in part, then the Series 2021 Refunding Bonds shall be surrendered at the designated corporate trust office of the Paying Agent

and such partial redemption shall be noted thereon, or there shall be delivered to the Owner of such Series 2021 Refunding Bond a Series 2021 Refunding Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2021 Refunding Bond so surrendered. In the event the Series 2021 Refunding Bonds to be redeemed are of a denomination larger than \$5,000, a portion of such Series 2021 Refunding Bonds (\$5,000 or any multiple thereof) may be redeemed.

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

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

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

(i) The sale of the Series 2021 Refunding Bonds has met the parameters set forth in Ordinance No. 27 of 2021, and accordingly the issuance and delivery of the Series 2021 Refunding Bonds are hereby approved, the terms of the Series 2021 Refunding Bonds contained in the Bond Purchase Agreement are incorporated herein, and the Bond Purchase Agreement is hereby recognized and accepted as executed and attached as **Exhibit A** hereto.

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

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

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

(l) The Executive Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of the General Bond Ordinance and this Eighth Supplemental Ordinance, to cause the Series 2021 Refunding Bonds to be prepared and/or printed, to issue, execute and seal the Series 2021 Refunding Bonds and to effect delivery thereof as hereinafter provided. In connection with the issuance and sale of the Series 2021 Refunding Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the City such additional documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Eighth Supplemental Ordinance. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the

authority granted hereunder. After having investigated the regularity of the proceedings had in connection with the issuance of the Series 2021 Refunding Bonds, this Governing Authority hereby determines that the same have been in all respects regular, therefore the Series 2021 Refunding Bonds shall contain the following recital, to-wit:

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

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

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

(o) The State Bond Commission approved the issuance of the Series 2021 Refunding Bonds at its meeting held on April 16, 2020.

(p) [Reserved].

(q) The scheduled payment of principal of and interest on the Series 2021 Refunding Bonds when due will be guaranteed by the Municipal Bond Insurance Policy issued by Build America Mutual Assurance Company, and the provisions contained in **Exhibit F** hereto are hereby adopted and incorporated herein as if fully set forth herein. This Governing Authority hereby makes the findings required by Section 505 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, of the benefit from entering into the contract with Build America Mutual Assurance Company for the Municipal Bond Insurance Policy. The Executive Officers are hereby authorized and directed to execute the Municipal Bond Insurance Policy for and on behalf of the Issuer, the signatures of said officers on such Policy to be conclusive evidence of the due exercise of the authority granted hereunder.

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

beneficial ownership of Series 2021 Refunding Bonds is to receive, hold or deliver any Series 2021 Refunding Bond certificate.

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

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

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

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

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

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

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

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

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

SECTION 4. Escrow Agent; Appointment and Acceptance of Duties. Hancock Whitney Bank, in the City of Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Eighth Supplemental Ordinance by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. The Escrow Agreement is hereby approved by the Issuer and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow

Agreement on behalf of the Issuer substantially in the form of **Exhibit G** hereof, with such changes, additions, deletions or completions deemed appropriate by such signing officials, and it is expressly provided and covenanted that all of the provisions for the payment of the principal of and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

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

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

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

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

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

opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

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

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

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

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

SECTION 8. Series 2021 Refunding Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the City may in its discretion adopt an ordinance and thereby authorize the issuance and delivery of a new Series 2021 Refunding Bond or Bonds in exchange for and substitution for such mutilated or improperly cancelled Series 2021 Refunding Bond, or *in lieu* of and in substitution for the Series 2021 Refunding Bond destroyed, stolen or lost, upon the Owner (i) furnishing the City and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the City and the Paying Agent, (ii) giving to the City and the Paying Agent an indemnity bond in favor of the City and the Paying Agent in such amount as the City may require, (iii) compliance with such other reasonable regulations and conditions as the City may prescribe and (iv) paying such expenses as the City and the Paying Agent may incur. Any Series 2021 Refunding Bond so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 9 hereof. If any Series 2021 Refunding Bond shall have matured or be about to mature, instead of issuing a substitute Series 2021 Refunding Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Series 2021 Refunding Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2021 Refunding Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the City, whether or not the lost, stolen or destroyed Series 2021 Refunding Bond be at any time found by anyone. Such duplicate Series 2021 Refunding Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause:

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

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

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

SECTION 10. Preparation of Bonds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Eighth Supplemental Ordinance, to cause the Series 2021 Refunding Bonds to be printed, to issue, execute and seal the Series 2021 Refunding Bonds, and to effect delivery thereof as hereinafter provided.

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

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

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

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

SECTION 12. Series 2021 Refunding Bonds Issued on a Parity with Outstanding Parity Bonds. The Series 2021 Refunding Bonds are hereby issued on a parity with the Outstanding Parity Bonds, and the Series 2021 Refunding Bonds shall rank equally with and shall enjoy complete parity of lien with the Outstanding Parity Bonds on the Net Revenues.

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

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

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

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

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

SECTION 16. Notice of Defeasance and Call for Redemption. In accordance with the ordinances authorizing the issuance of the Refunded Bonds, a Notice of Defeasance and Call for Redemption, in substantially the form attached hereto as **Exhibit E**, shall be given by the Paying Agent by (i) mailing a copy of the redemption notice by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date

addressed to the registered owner of each Refunded Bond to be redeemed at his address as shown on the registration books of the Paying Agent, or (ii) delivering to the registered owner of each Refunded Bond to be redeemed a copy of the redemption notice via other accepted means of electronic communication.

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

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

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

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

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

SECTION 22. Severability. In case any one or more of the provisions of this Eighth Supplemental Ordinance or of the Series 2021 Refunding Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Eighth Supplemental Ordinance or of the Series 2021 Refunding Bonds, but this

Eighth Supplemental Ordinance and the Series 2021 Refunding Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Eighth Supplemental Ordinance which validates or makes legal any provision of this Eighth Supplemental Ordinance or the Series 2021 Refunding Bonds which would not otherwise be valid or legal shall be deemed to apply to this Eighth Supplemental Ordinance and to the Series 2021 Refunding Bonds.

SECTION 23. Publication. This Eighth Supplemental Ordinance shall be published one time in the official journal of the City. It shall not be necessary to publish the exhibits to this Eighth Supplemental Ordinance, but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal.

SECTION 24. Effective Date. This Eighth Supplemental Ordinance shall be in full force and effect ten (10) days from the date of its publication.

The above and foregoing Ordinance, read in full at open and legal session convened, was on motion of Mr. _____ and seconded by Mr. _____, and adopted on the 4th day of May, 2021 by the following vote:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the Ordinance was declared adopted on this, the 4th day of May, 2021.

/s/ Phyllis McGraw
City Clerk

/s/ David Montgomery, Jr.
President

EXHIBIT A
to Eighth Supplemental Bond Ordinance

BOND PURCHASE AGREEMENT

\$124,115,000
TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
OF THE
CITY OF BOSSIER CITY, STATE OF LOUISIANA

April 20, 2021

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

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

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

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

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

account is being initially funded via a Municipal Bond Debt Service Reserve Insurance Policy issued by the Insurer.

A portion of the proceeds of the Bonds, along with existing funds of the Issuer, will be deposited with Hancock Whitney Bank (the "Escrow Agent"), and invested pursuant to the Defeasance and Escrow Deposit Agreement dated as of May 1, 2021, between the Issuer and the Escrow Agent (the "Escrow Agreement") and applied to the payment of principal and interest on the Issuer's outstanding Utilities Revenue Bonds, Series 2014, maturing October 1, 2029, October 1, 2034, October 1, 2039, and October 1, 2043, and Utilities Revenue Refunding Bonds, Series 2014, maturing October 1, 2025 to October 1, 2038, inclusive (collectively, the "Refunded Bonds").

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

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

4. **Preliminary Official Statement and Official Statement.** The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated April 14, 2021, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof and authorizes and approves the Official Statement and other pertinent documents referred to in Section 8 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended.

The Issuer has delivered a certificate to the Underwriter, dated April 14, 2021, to evidence compliance with the Rule to the date hereof, a copy of which is attached hereto as **Exhibit B**.

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

The Issuer hereby covenants that, if during the period ending on the 25th day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter

in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

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

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

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

- a. The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;
- b. The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official

Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;

- c. To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;
- d. The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;
- e. All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, the Escrow Agreement, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;
- f. The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing

Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and

- g. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter's primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

7. **Delivery of, and Payment for, the Bonds.** At 9:30 a.m., New Orleans Time, on or about May 13, 2021, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Hancock Whitney Bank, Baton Rouge, Louisiana (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds to the Escrow Agent for the account of the Issuer.

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

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

(a) At the time of Closing, (i) the Bond Ordinance shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved by the Underwriter, each shall be in full force and effect, and neither shall have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, (i) the Underwriter shall have received each of the following:

- (1) the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;
- (2) a supplemental opinion of Bond Counsel in substantially the form attached as Exhibit C hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter;
- (3) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;
- (4) the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;
- (5) a specimen of the Bonds;

- (6) certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
- (7) a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;
- (8) a certificate of a duly authorized officer of the Issuer, reasonably satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;
- (9) a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;
- (10) a letter with respect to the Bonds, dated the date of Closing, of Bingham Arbitrage Rebate Services, Incorporated, to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the maturing principal amounts of the obligations to be deposited in the Escrow Fund, together with the interest earned and to be earned thereon and uninvested cash, if any, to be held by the Escrow Agent to pay when due the principal and interest on the Refunded Bonds on the dates and in the amounts provided in the Escrow Agreement;
- (11) a rating letter from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, providing for the following rating(s) on the Bonds:
 - Underlying: "AA-"/stable outlook; and
 - Insured: "AA"/stable outlook.
- (12) other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or

satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and

(13) executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

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

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

10. **Termination by Underwriter.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (ii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iii) there shall be in force a general suspension of trading on the New York Stock Exchange, (iv) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (v) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vi) any rating on the Bonds, on any of the Outstanding Parity Bonds, or on the Insurer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of

1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

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

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

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

13. **Indemnification and Contribution.** (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Ordinance is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official

Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

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

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

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

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

16. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

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

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

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

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: Charles Stifel, Jr.
Title: Managing Director

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

CITY OF BOSSIER CITY,
STATE OF LOUISIANA

By: Lorenz Walker
Hon. Lorenz Walker, Mayor

ATTESTED:

By: Phyllis McGraw
Phyllis McGraw, Clerk of the Council

**SCHEDULE I
TO BOND PURCHASE AGREEMENT**

Purchase Price

Par Amount of Bonds	\$124,115,000.00
Less: Underwriter's Discount (0.500%)	(\$620,575.00)
Plus: Net Reoffering Premium	<u>\$272,285.15</u>
PURCHASE PRICE	<u><u>\$123,766,710.15</u></u>

**SCHEDULE II
TO BOND PURCHASE AGREEMENT**

<u>Maturity (October 1)</u>	<u>Principal Amount Due</u>	<u>Interest Rate</u>	<u>Reoffering Price</u>
2021	\$520,000	2.000%	100.704%
2022	1,900,000	2.000	102.457
2023	1,935,000	2.000	103.985
2024	1,975,000	2.000	104.819
2025	7,270,000	1.000	100.213
2026	7,345,000	1.250	100.259
2027	7,435,000	1.500	100.120
2028	7,545,000	1.700	100.206
2029	7,675,000	2.000	101.159
2030	7,825,000	2.000	100.000
2031	7,985,000	2.125	100.138
2032	8,155,000	2.200	99.798
2033	8,330,000	2.300	99.677
2034	8,525,000	2.400	99.657
2035	8,730,000	2.500	99.638
2036	8,950,000	2.600	99.872
2037	9,175,000	2.700	100.088*
2038	9,430,000	2.750	100.088*
2039	645,000	2.800	99.570
2040	660,000	2.850	99.554
2041	680,000	2.900	99.540
2042	700,000	3.000	100.175*
2043	725,000	3.000	99.674

*Priced to call date of October 1, 2031.

The Bonds maturing on October 1, 2032, and thereafter, shall be callable for redemption by the City in full or in part at any time on or after October 1, 2031, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Bonds are not required to be redeemed in inverse order of maturity.

**EXHIBIT A
TO BOND PURCHASE AGREEMENT**

CERTIFICATE OF UNDERWRITER

**\$124,115,000
TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
OF THE
CITY OF BOSSIER CITY, STATE OF LOUISIANA**

This certificate is furnished by Stifel, Nicolaus & Company, Incorporated ("STIFEL"), in connection with the purchase of \$124,115,000 aggregate principal amount of Taxable Utilities Revenue Refunding Bonds, Series 2021 (the "Bonds"), of the City of Bossier City, State of Louisiana (the "Issuer"), at negotiated sale. The undersigned is duly authorized to execute this certificate on behalf of STIFEL and has been fully apprised of the facts and circumstances forming the basis of this certificate. The undersigned hereby certifies as set forth below with respect to the sale and issuance of the Bonds:

1. The aggregate purchase price of the Bonds is \$123,766,710.15, representing the sum of the aggregate principal amount of the Bonds equal to \$124,115,000.00, less underwriter's discount of \$620,575.00 and plus net reoffering premium of \$272,285.15.

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

STIFEL, NICOLAUS & COMPANY INCORPORATED

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: May 13, 2021

**EXHIBIT B
TO BOND PURCHASE AGREEMENT**

RULE 15c2-12 CERTIFICATE

\$124,145,000*

TAXABLE UTILITIES REVENUE REFUNDING BONDS, SERIES 2021

CITY OF BOSSIER CITY, STATE OF LOUISIANA

APRIL 14, 2021

The undersigned hereby certifies and represents to Stifel, Nicolaus & Company, Inc. (the "Underwriter"), that she is the duly acting Director of Finance of the City of Bossier City, State of Louisiana (the "Issuer"), and is authorized to execute and deliver this Certificate. The undersigned hereby certifies on behalf of the Issuer to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") in connection with the offering and sale of the above captioned bonds (the "Bonds").

2. In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement dated April 14, 2021 (the "Preliminary Official Statement"), setting forth information concerning the Bonds.

3. As used here, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, delivery dates, ratings, and other terms of the Bonds depending on such matters, all with respect to the Bonds.

4. The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of this date, except for the Permitted Omissions, and the information therein with respect to the Issuer and the Bonds is accurate and complete, except for the Permitted Omissions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first above written.

CITY OF BOSSIER CITY, STATE OF LOUISIANA

By:


Director of Finance

*Preliminary. Subject to change.

**EXHIBIT C
TO BOND PURCHASE AGREEMENT**

FORM OF SUPPLEMENTAL OPINION

May 13, 2021

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

Stifel, Nicolaus & Company, Incorporated
Baton Rouge, Louisiana

Hancock Whitney Bank
Baton Rouge, Louisiana

Build America Mutual Assurance Company
New York, New York

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

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

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

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

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended.

4. A portion of the funds derived from the issuance of the Bonds has been deposited in trust with Hancock Whitney Bank, Baton Rouge, Louisiana (the "Escrow Agent") in an Escrow

Fund created pursuant to a Defeasance and Escrow Deposit Agreement dated of even date herewith (the "Escrow Agreement") with for the purpose of providing moneys to pay the principal of and interest on the Refunded Bonds to their redemption date, irrevocable provision having been made in the Ordinance for the call for redemption of the Refunded Bonds on said date, and has been applied to the purchase of direct non-callable obligations of the United States of America and obligations unconditionally guaranteed by the United States of America (the "Escrow Securities") as provided in the Escrow Agreement. The principal of and interest on the Escrow Securities will provide sufficient moneys to pay when due the principal of and interest on the Refunded Bonds to October 1, 2024, irrevocable provision having been made in the Ordinance for the redemption on said date of the Refunded Bonds. The Escrow Agreement has been duly authorized, executed and delivered by, and, assuming the due authorization and execution thereof by the Escrow Agent, constitutes a valid and binding obligation of, the Issuer.

5. Pursuant to the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds have been defeased and are deemed to be paid and are no longer considered to be outstanding under the provisions of the ordinances authorizing their issuance (the "Refunded Bond Ordinances"); the covenants, pledges and obligations contained in the Refunded Bond Ordinances as they relate to the Refunded Bonds, have been discharged and the Refunded Bonds are no longer entitled to any benefits under the Refunded Bond Ordinances.

6. The Municipal Bond Insurance Policy dated May 13, 2021, and the Municipal Bond Debt Service Reserve Insurance Policy dated May 13, 2021, both between the Issuer and Build America Mutual Assurance Company (the "Insurer") have been duly authorized and executed by the Issuer and, assuming the due authorization and execution thereof by the Insurer, constitute valid, binding and enforceable obligations of the Issuer.

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

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

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

represent our professional judgment based on our review of existing law and in reliance on the representations and covenants relevant to such opinions.

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

Respectfully submitted,

EXHIBIT B
To Eighth Supplemental Bond Ordinance

REFUNDED BONDS

UTILITIES REVENUE BONDS, SERIES 2014

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

UTILITIES REVENUE REFUNDING BONDS, SERIES 2014

MATURITY <u>(October 1)</u>	PRINCIPAL AMOUNT <u>DUE</u>	INTEREST <u>RATE</u>	<u>CUSIP</u>
2025	\$4,675,000	5.000%	100216 FD7
2026	2,910,000	5.000	100216 FE5
2026	2,000,000	4.000	100216 FF2
2027	5,135,000	5.000	100216 FG0
2028	5,390,000	5.000	100216 FH8
2029	5,660,000	5.000	100216 FJ4
2030	5,940,000	4.000	100216 FK1
2031	6,180,000	5.000	100216 FL9
2032	6,490,000	5.000	100216 FM7
2033	6,810,000	5.000	100216 FN5
2034	7,155,000	5.000	100216 FP0
2035	7,510,000	5.000	100216 FQ8
2036	7,885,000	5.000	100216 FR6
2037	8,280,000	5.000	100216 FS4
2038	8,695,000	4.000	100216 FT2

EXHIBIT C
To Eighth Supplemental Bond Ordinance

MUNICIPAL BOND DEBT SERVICE REFUNDING INSURANCE PROVISIONS

With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in the Authorizing Documents the Issuer and the Trustee agree to comply with the following provisions:

- (a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") and pay all related reasonable expenses incurred by BAM (the "Bond Insurer"). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

- (b) Draws under the Reserve Policy may only be used to make payments on Bonds insured by the Bond Insurer.
- (c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect owners of the Bonds.
- (d) This Indenture shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The Issuer's obligation to pay such amount shall expressly survive payment in full of the Bonds.
- (e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Bonds.
- (f) The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.
- (g) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document [*Lease/Loan Agreement*].

EXHIBIT D
To Eighth Supplemental Bond Ordinance

FORM OF BONDS

NO. R- _____ PRINCIPAL AMOUNT \$ _____

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

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

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF BOSSIER

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

<u>Bond</u> <u>Date</u>	<u>Maturity</u> <u>Date</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
_____, 2021	October 1, 20__	_____ %	

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

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

PRINCIPAL AMOUNT: _____ DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on April 1 and October 1 of each year, commencing October 1, 2021 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable at the principal corporate trust office of Hancock Whitney Bank, in Baton Rouge, Louisiana, or successor thereto (the "Paying

Agent") upon presentation and surrender hereof, and interest on this Bond will be payable by the Paying Agent by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding said interest payment date) at the address as shown on the registration books of the Paying Agent.

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

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

This Bond is one of an authorized issue aggregating in principal the sum of One Hundred Twenty-Four Million One Hundred Fifteen Thousand Dollars (\$124,115,000) (the "Bonds"), all of like tenor and effect except as to number, denomination, interest rate and maturity, the Bonds having been issued by the Issuer pursuant to General Bond Ordinance No. 67 of 2010 adopted by the governing authority of the Issuer on July 6, 2020, as amended and supplemented, including by the Eighth Supplemental Bond Ordinance No. ___ of 2021 adopted by the governing authority of the Issuer on May 4, 2021 (collectively, the "Bond Ordinance"), for the purpose of (i) refunding the Issuer's outstanding Utilities Revenue Bonds, Series 2014 maturing on October 1, 2029, October 1, 2034, October 1, 2039, and October 1, 2043, and Utilities Revenue Refunding Bonds, Series 2014 maturing on October 1, 2025, to October 1, 2038, inclusive, (ii) paying the cost of a reserve

fund surety and (iii) paying the costs of issuance of the Bonds under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds maturing on October 1, 2032 and thereafter, shall be callable for redemption by the Issuer in full or in part at any time on or after October 1, 2031, and if less than a full maturity, then by lot within such maturity at the principal amount thereof plus accrued interest to the date fixed for redemption. In the event any Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed.

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

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

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

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

this Bond, has complied with all terms and conditions set forth in the ordinances authorizing the issuance of the Outstanding Parity Bonds.

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

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

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

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

CITY OF BOSSIER CITY, STATE OF LOUISIANA

Mayor

City Clerk

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

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

Hancock Whitney Bank,
Baton Rouge, Louisiana
as Paying Agent

By: _____
Authorized Officer

Date of Registration: _____
* * * * *

(FORM OF ASSIGNMENT)

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

Please Insert Social Security
or other Identifying Number of
Assignee

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

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

Dated: _____

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

EXHIBIT E
To Eighth Supplemental Bond Ordinance

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

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

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on May 4, 2021, by the City Council of the City of Bossier City, State of Louisiana, acting as the governing authority of the **CITY OF BOSSIER CITY, STATE OF LOUISIANA** (the "Issuer"), that the Issuer hereby calls for redemption of \$17,305,000 of the Issuer's outstanding Utilities Revenue Bonds, Series 2014, consisting of those bonds maturing October 1, 2029, 2034, 2039 and 2043 (the "Series 2014 Bonds") and \$90,715,000 of the Issuer's outstanding Utilities Revenue Refunding Bonds, Series 2014, consisting of those bonds maturing October 1, 2025 through October 1, 2038, inclusive (the "Series 2014 Refunding Bonds", and together with the Series 2014 Bonds, the "Refunded Bonds"), as hereinafter set forth.

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

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

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

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

MATURITY	PRINCIPAL	INTEREST	CUSIP
<u>(October 1)</u>	<u>AMOUNT</u>	<u>RATE</u>	<u>DUE</u>
2025	\$4,675,000	5.000%	100216 FD7

2026	2,910,000	5.000	100216 FE5
2026	2,000,000	4.000	100216 FF2
2027	5,135,000	5.000	100216 FG0
2028	5,390,000	5.000	100216 FH8
2029	5,660,000	5.000	100216 FJ4
2030	5,940,000	4.000	100216 FK1
2031	6,180,000	5.000	100216 FL9
2032	6,490,000	5.000	100216 FM7
2033	6,810,000	5.000	100216 FN5
2034	7,155,000	5.000	100216 FP0
2035	7,510,000	5.000	100216 FQ8
2036	7,885,000	5.000	100216 FR6
2037	8,280,000	5.000	100216 FS4
2038	8,695,000	4.000	100216 FT2

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

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

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

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

CITY OF BOSSIER CITY, STATE OF LOUISIANA

By: /s/ _____
[MAYOR]

EXHIBIT F
To Eighth Supplemental Bond Ordinance

MUNICIPAL BOND INSURANCE PROVISIONS

**GENERAL REVENUE BOND TRANSACTION DOCUMENT
PROVISIONS**

The following terms and provisions (the “Insurer Provisions”) shall be incorporated into the Security Documents. If the Insurer Provisions are attached to any of the Security Document as an exhibit, such Security Document shall include a provision that incorporates by reference the Insurer Provisions directly into the Security Documents. The Insurer Provisions shall control and supersede any conflicting or inconsistent provisions in the Security Documents.

- 1) Notice and Other Information to be given to BAM. The [Issuer] [Obligor] will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

- 2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Issuer shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a “Verification Report”) prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

- a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond

counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

- b) The [Issuer] [Obligor] will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.
 - c) The [Issuer] [Obligor] shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.
- 3) Trustee and Paying Agent.
- a) BAM shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (C) otherwise approved by BAM in writing.
 - b) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, meeting the requirements above or acceptable to BAM, shall be qualified and appointed.
- 4) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The [Issuer] [Obligor] shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.
- a) *Consent of BAM.* Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:
 - i. To cure any ambiguity or formal defect or omissions or to correct any

- inconsistent provisions in the transaction documents or in any supplement thereto, or
- ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or
 - iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or
 - iv. To add to the covenants and agreements of the [Issuer/Obligor] in the Security Documents other covenants and agreements thereafter to be observed by the [Issuer/Obligor] or to surrender any right or power therein reserved to or conferred upon the [Issuer/Obligor].
 - v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).
- b) *Consent of BAM in Addition to Bondholder Consent.* Whenever any Security Document requires the consent of holders of Insured Obligations, BAM's consent shall also be required. In addition, any amendment, supplement, modification to, or waiver of, any of the Security Documents that adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.
- c) *Insolvency.* Any reorganization or liquidation plan with respect to the Issuer [or Obligor] must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer or Obligor under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.
- d) *Control by BAM Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of

default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM's written consent.

- e) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.
- f) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.
- g) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
- h) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5) Loan/Lease/Financing Agreement.

- a) The security for the Insured Obligations shall include a pledge and assignment of

any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a "Financing Agreement") and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged and assigned to the Trustee for the benefit of the holders of the Insured Obligations.

- b) Any payments by the Obligor under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.
- 6) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.
- 7) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

- a) If there is a deficiency in amounts required to pay interest and/or principal on the

Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and

- b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer, [Obligor] and the Paying Agent and Trustee agree for the benefit of BAM that:

- a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer/Obligor, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and
 - b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- 8) Additional Payments. The [Issuer] [Obligor] agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The [Issuer] [Obligor] agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the [Issuer][Obligor] agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the [Issuer][Obligor], payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the [Issuer][Obligor] hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

- 9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.

- 10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.
- 11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.
- 12) So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the [Issuer/Obligor] shall not sell, lease, transfer, encumber or otherwise dispose of the [System] or any material portion thereof, except upon obtaining the prior written consent of BAM.
- 13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.
- 14) If an event of default occurs under any agreement pursuant to which any Obligation of the [Issuer/Obligor] has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under this [Indenture] and the related Security Documents for which BAM or the Trustee, at the direction of BAM, shall be entitled to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.
- 15) Definitions.
 - "BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.
 - "Insured Obligations" shall mean the [bonds].
 - "Issuer" shall mean the [Authority].

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Obligor” shall mean the [_____].

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

“Security Documents” shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

EXHIBIT G
To Eighth Supplemental Bond Ordinance

DEFEASANCE AND ESCROW DEPOSIT AGREEMENT

This DEFEASANCE AND ESCROW DEPOSIT AGREEMENT, by and between the **CITY OF BOSSIER CITY, STATE OF LOUISIANA** (the "Issuer"), appearing herein through the hereinafter named officers, and **HANCOCK WHITNEY BANK**, in the City of Baton Rouge, Louisiana, a banking association duly authorized to exercise corporate trust powers, as escrow agent (the "Escrow Agent"), appearing herein through the hereinafter named officers, which shall be dated as of May 1, 2021.

W I T N E S S E T H :

WHEREAS, the Issuer has heretofore duly authorized and issued its Utilities Revenue Bonds, Series 2014 (the "Series 2014 Bonds"), of which \$17,305,000 is outstanding, and (ii) Utilities Revenue Refunding Bonds, Series 2014 (the "Series 2014 Refunding Bonds"), of which \$90,715,000 is outstanding (such Series 2014 Bonds and Series 2014 Refunding Bonds being refunded are hereinafter referred to collectively as the "Refunded Bonds"); and

WHEREAS, the governing authority of the Issuer has found and determined that the refunding of the Refunded Bonds would be financially advantageous to the Issuer and would result in debt service savings; and

WHEREAS, the Issuer has authorized the issuance of \$124,115,000 of its Taxable Utilities Revenue Refunding Bonds, Series 2021 (the "Bonds"), for the purpose of refunding the Refunded Bonds, pursuant to an ordinance adopted by the governing authority of the Issuer on May 4, 2021 (the "Bond Ordinance"); and

WHEREAS, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of and interest on the Refunded Bonds as the same mature and become due or are redeemed;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

SECTION 1. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund to be known as the "Taxable Utilities Revenue Refunding Bonds, Series 2021, Escrow Fund" (herein called the "Escrow Fund") to be held in trust by the Escrow Agent separate and apart from other funds of the Issuer and the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

SECTION 2. Deposit to Escrow Fund; Application of Moneys. (a) Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$_____ from the proceeds of the Bonds (the "Bond Proceeds"). Such funds will be applied as follows:

- (i) \$_____ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A attached hereto;
- (ii) \$___ of Bond Proceeds to the Escrow Fund to establish an initial cash deposit;
- (iii) \$_____ of Bond Proceeds to the Expense Fund created in Section 3 hereof; and

(b) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations, described in Schedule A attached hereto. The obligations listed in Schedule A hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations". All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in Schedule B attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of and interest on the Refunded Bonds. The Issuer, on the basis of a mathematical verification of an independent certified public accountant, has heretofore found and determined that the investments described in said Schedule A are adequate in yield and maturity date in order to provide the necessary moneys to accomplish the refunding of the Refunded Bonds.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in Schedule A hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "Replacement Obligations") described in paragraph (b) of this Section, in lieu thereof, and shall hold such Replacement Obligations in the Escrow Fund until the Escrow Obligations described in Schedule A which were not delivered on the date of delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in Schedule A for which such Replacement Obligations described in such paragraph (b) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except pursuant to the following subparagraph (b).

- (c) An obligation shall qualify as a Replacement Obligation or other permitted

substitution obligation only if such Replacement Obligations:

- (i) are in an amount, and/or mature in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in Schedule A hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligations listed in Schedule A hereto for which the substitution occurred;
- (ii) mature on or before the next date on which the Government Securities listed in Schedule A hereto which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds; and
- (iii) the Escrow Agent shall have been provided with (A) a mathematical verification of an independent certified public accountant that the Replacement Obligations are sufficient to pay the principal, interest and premium of the Refunded Bonds as shown on Schedule C and (B) an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the bonds or the Refunded Bonds.

To the extent that the Escrow Obligations mature before the payment dates referred to in Schedule C, the Escrow Agent may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds or the Refunded Bonds to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended.

(d) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(e) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

SECTION 3. Establishment of Expense Fund; Use of Moneys in Expense Fund. There is also hereby created and established with the Escrow Agent a special trust account to pay the Costs of Issuance of the Bonds, as defined in the Bond Ordinance (herein called the "Expense Fund") to be held in the custody of the Escrow Agent separate and apart from any other funds of the Issuer and the Escrow Agent, to which the amount of the proceeds derived from the issuance and sale of the Bonds hereinabove set forth are to be deposited. The amounts on deposit in the Expense Fund shall be used for and applied to the payment of the Costs of Issuance of the Issuer in connection

with the issuance, sale and delivery of the Bonds and the establishment of the funds hereunder; and pending such disbursement moneys in the Expense Fund shall be invested by the Escrow Agent as directed by the Issuer. Payment of the aforesaid expenses shall be made by the Escrow Agent from the moneys on deposit in such Expense Fund for the purposes listed in Schedule D hereto upon receipt by the Escrow Agent of either an invoice or statement for the appropriate charges, or a written request of the Issuer signed by the Governing Authority, which request shall state, with respect to each payment to be made, the person, firm or corporation to whom payment is to be made, the amount to be paid and the purpose for which the obligation to be paid was incurred. Each such invoice, statement or written request shall be sufficient evidence to the Escrow Agent that the payment requested to be made from the moneys on deposit in such Expense Fund is a proper payment to the person named therein in the amount and for the purpose stated therein, and upon receipt of such invoice, statement or written request, and the Escrow Agent shall pay the amount set forth therein as directed by the terms thereof. When all expenses contemplated to be paid from such Expense Fund have been paid, such fund shall be closed and any balance remaining therein shall be withdrawn by the Escrow Agent and applied by the Issuer to the payment of principal of Bonds next falling due.

SECTION 4. Deposit to Escrow Fund Irrevocable. The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys in trust exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

SECTION 5. Use of Moneys. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Expense Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in 2(b) above. The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund and the Expense Fund. Any amounts held as cash in the Escrow Fund, or in the Expense Fund shall be held in cash without any investment thereof, not as a time or demand deposit with any bank, savings and loan or other depository.

SECTION 6. Payment of Refunded Bonds. The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable. On or before each interest payment date on the Refunded Bonds, the Escrow Agent shall transmit to the Issuer or the paying agent for the Refunded Bonds in immediately available funds, sufficient amounts for the payment of the interest on the Refunded Bonds due on said date and any principal of and redemption premiums on the Refunded Bonds due on said date by reason of the redemption of

Refunded Bonds, in accordance with Schedule C attached hereto.

SECTION 7. Notice of Defeasance and Call for Redemption. The Issuer shall cause a Notice of Defeasance and Call for Redemption of the Refunded Bonds to be sent by the paying agent for the Refunded Bonds, by first class mail, postage prepaid, not less than thirty (30) days prior to the date of redemption of the Refunded Bonds to the registered owners as the same appear on the registration books maintained by the paying agent. The Issuer will reimburse the Escrow Agent for any expenses incurred in connection with this Section from moneys other than those in the Escrow Fund.

SECTION 8. Remaining Moneys in Escrow Fund. Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and clear of the trust created by the Bond Ordinance and this Agreement and shall be transferred to the Issuer.

SECTION 9. Rights of Owners of Refunded Bonds. The escrow trust fund created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 10. Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of those Escrow Obligations listed in Schedule A, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

SECTION 11. Enforcement. The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 12. Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the

frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds and the Refunded Bonds.

SECTION 13. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate order, and with the prior written consent of the Issuer, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

SECTION 14. Amendments. This Agreement may be amended with the consent of the Issuer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Refunded Bonds to be "arbitrage bonds". A copy of any amendment shall be provided to the Insurer and any rating agencies which have rated the Bonds.

SECTION 15. Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 16. Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State of Louisiana.

SECTION 17. Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

SECTION 18. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement

shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 19. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO DEFEASANCE AND ESCROW DEPOSIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first written.

CITY OF BOSSIER CITY, STATE OF
LOUISIANA

By: _____
Mayor

HANCOCK WHITNEY BANK
Baton Rouge, Louisiana

By: _____
Title:

SCHEDULE A
To Escrow Deposit Agreement

SCHEDULE OF ESCROW SECURITIES
PURCHASED WITH BOND PROCEEDS

SCHEDULE B
To Escrow Deposit Agreement

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

SCHEDULE C
To Escrow Deposit Agreement

DEBT SERVICE ON REFUNDED BONDS

SCHEDULE D
To Escrow Deposit Agreement

COSTS OF ISSUANCE

STATE OF LOUISIANA

PARISH OF BOSSIER

I, the undersigned City Clerk of the City of Bossier City, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of the Eighth Supplemental Bond Ordinance No. ____ of 2021 adopted by City Council of the City of Bossier City, State of Louisiana, acting as the governing authority of the City, on May 4, 2021, authorizing the issuance and delivery of One Hundred Twenty-Four Million One Hundred Fifteen Thousand Dollars (\$124,115,000) of Taxable Utilities Revenue Refunding Bonds, Series 2021, of the City of Bossier City, State of Louisiana (the "Bonds"), in accordance with the terms of the General Bond Ordinance adopted on July 6, 2010; prescribing the form and certain terms and conditions of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 4th day of May, 2021.

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE:	
<p>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.</p>	
EXPLANATION OF PROPOSAL:	
<p>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 in 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.</p>	
COST/BUDGET DATA:	
<p>Total amount of the Ordinance is \$150,000 using available Riverboat Capital Projects Fund.</p>	
IF ADD ON FOR REGULAR MEETING - Please state reason:	
TIME	Regular Meeting,
SPONSOR	<p>_____ DATE April 8, 2021</p> <p style="text-align: center;">Councilman Jeff Free, District 4</p>
<input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED BY:	<p style="text-align: center;"><i>Lorenz Walker</i></p> <p style="text-align: center;">Lorenz Walker, Mayor</p>
COUNCIL DISTRICT: 4	<p style="text-align: center;">April 20, 2021 (First Reading) May 4, 2021 (Final Reading)</p>
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

Andersen, Carol K.

From: Clinton Patrick <cpatrick@manchacgroup.com>
Sent: Thursday, April 8, 2021 5:00 PM
To: Walker, Lorenz J.
Cc: Glorioso, Pamela M.; McGraw, Phyllis A.; Free Jeff; Andersen, Carol K.; Ben Rauschenbach
Subject: Lighting @ I-220/Shed Road Interchange
Attachments: Ord to appropriate \$150K to fund Shed Road @ I-220 Lighting.doc; FactSheet.doc

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.

AGENDA ITEM FACT SHEET

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ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE:	
<p align="center">AN ORDINANCE TO RETAIN TRAVIS H. MOREHART, CPA, OF COOK & MOOREHART TO PROVIDE SERVICES FOR THE FINANCE DEPARTMENT.</p>	
EXPLANATION OF PROPOSAL:	
COST/BUDGET DATA:	
IF ADD ON FOR REGULAR MEETING: Please state reason?	
TIME	Agenda Meeting,
SPONSOR:	<p align="center">_____</p> <p align="center">David Montgomery, City Councilman</p>
	DATE: 4/15/21
<input type="checkbox"/> NOTED	<input checked="" type="checkbox"/> RECOMMENDED BY <u>Lorenz Walker</u> Lorenz Walker, Mayor
COUNCIL	
DATE TO BE PUT ON AGENDA:	
4/20/21	

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

COOK & MOREHART

Certified Public Accountants

1215 HAWN AVENUE • SHREVEPORT, LOUISIANA 71107 • P.O. BOX 78240 • SHREVEPORT, LOUISIANA 71137-8240

TRAVIS H. MOREHART, CPA
VICKIE D. CASE, CPA

TELEPHONE (318) 222-5415

FAX (318) 222-5441

STUART L. REEKS, CPA
J. PRESTON DELAUNE, CPA

MEMBER
AMERICAN INSTITUTE
CERTIFIED PUBLIC ACCOUNTANTS

SOCIETY OF LOUISIANA
CERTIFIED PUBLIC ACCOUNTANTS



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.

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

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:	DATE: 4/12/21
Jeffery Darby, City Councilman	
<input checked="" type="checkbox"/> NOTED	<input type="checkbox"/> RECOMMENDED BY <u>Lorenz Walker</u> Lorenz Walker, Mayor
COUNCIL	
DATE TO BE PUT ON AGENDA: 4/20/21	

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:

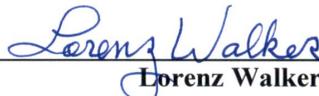
David Montgomery, Jr., President

Phyllis McGraw, City Clerk

AGENDA ITEM FACT SHEET

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

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 copies of the proposed Contract Amendments.	
COST/BUDGET DATA:	
See attached "binder" that includes copies of the proposed Contract Amendments.	
IF ADD ON FOR REGULAR MEETING: Please state reason?	
TIME DEADLINES: Placed on the Agenda on or before 12:00 pm on Thursday, April 29 th , 2021.	
SPONSOR:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Jimmy Hall, City Attorney </div> <div style="text-align: right;"> DATE: 4/29/21 </div> </div>
<input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED BY:	<div style="text-align: center;">  _____ Lorenz Walker, Mayor </div>
COUNCIL DISTRICT: N/A May 4, 2021 (First Reading) May 18, 2021 (Final Reading)	
DATE TO BE PUT ON AGENDA: 5/4/21	

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

Original Agreement Amount:	\$4,335,033.00
Net Change Prior Amendments:	\$6,506,268.00
This Amendment Amount:	\$105,300.00
Adjusted Agreement Amount:	\$10,946,601.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: Bossier City, LA

ENGINEER: Manchac Consulting Group, Inc.

By: Lorenz "Lo" Walker

By: Justin Haydel, P.E.

Title: Mayor

Title: Chief Executive Officer

Date Signed: _____

Date Signed: _____

Page 2

(Exhibit 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 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

ENGINEER: Manchac Consulting Group, Inc.

By: Lorenz “Lo” Walker

By: Justin Haydel, P.E.

Title: Mayor

Title: Chief Executive Officer

Date Signed: _____

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

ENGINEER: Manchac Consulting Group, Inc.

By: Lorenz "Lo" Walker

By: Justin Haydel, P.E.

Title: Mayor

Title: Chief Executive Officer

Date Signed: _____

Date Signed: _____

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 17, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 17, 2018
- b. Owner: Bossier City, Louisiana
- c. Engineer: 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:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Public-Private Partnership Agreement** dated July 5, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: July 5, 2016
- b. Owner: Bossier City, Louisiana
- c. Engineer: Manchac Consulting Group, Inc.
- d. Project: Public-Private Partnership

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: N/A
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
- c. The responsibilities of Owner are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: N/A
- e. The schedule for rendering services is modified as follows: 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: \$4,680,000.00*
- d. Adjusted Agreement amount: \$10,746,246.00.

*Invoiced monthly at \$130,000.00 beginning June 2021 through May 2024.

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 S. Haydel, P.E.

Title: Mayor

Title: Chief Executive Officer

Date
Signed: _____

Date Signed: _____

AGENDA ITEM FACT SHEET

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

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE:

ADOPT A ORDINANCE TO APPROVE REPORT OF RECONCILIATION FOR THE BOSSIER FIRE DEPARTMENT BURN BUILDING PROJECT, ORDINANCE 93 OF 2019, WITH A DECREASE IN PROJECT COST OF \$160,000.

EXPLANATION OF PROPOSAL:

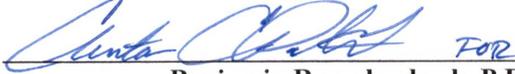
This report reconciles all project costs and related changes proposed and recommended, including the attached Change Order 1.

COST/BUDGET DATA:

Ordinance 93/2019: \$1,400,000.00; Amount of reconciliation: \$160,000.00; Total Project Cost: \$1,240,000.00

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME Agenda Meeting,

SPONSOR:  FOR **Benjamin Rauschenbach, P.E. City Engineer** **DATE:** April 29, 2021

NOTED RECOMMENDED BY  Lorenz Walker, Mayor

COUNCIL First Reading – May 4, 2021 Final Reading – May 18, 2021

DATE TO BE PUT ON AGENDA:
May 4, 2021

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> BCFD Burn Building 5850 Shed Road. Bossier City, LA 71111	CONTRACT INFORMATION: Contract For: General Construction Date: July 23, 2020	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: March 25, 2021
OWNER: <i>(Name and address)</i> City of Bossier City 620 Benton Rd. Bossier City, LA 71111	ARCHITECT: <i>(Name and address)</i> Mike McSwain Architect 101 Milam Street, suite 101 Shreveport, LA 71101	CONTRACTOR: <i>(Name and address)</i> J. Reed Constructors, Inc. 9882 South Perdue Ave. Baton Rouge, LA 70814

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order Request #1: Additional electrical work: Install new receptacles as per plans; Install new conduit and wire for receptacles as per plans; Install new circuits from existing panel to building as needed for new circuits; Equipment rental for new conduit panel. \$9,057.00

Change Order Request #2: Additional electrical work: Demo panel and meter for relocation; Relocate meter and panel rack as per plan; Relocate circuits for building; Repull all wire as needed; Equipment rental. \$18,569.00 and add an additional 14 days

The original Contract Sum was	\$ 1,084,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,084,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,626.00
The new Contract Sum including this Change Order will be	\$ 1,111,626.00

The Contract Time will be increased by Fourteen (14) days.
The new date of Substantial Completion will be April 21, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mike McSwain Architect ARCHITECT <i>(Firm name)</i>	J. Reed Constructors, Inc. CONTRACTOR <i>(Firm name)</i>	City of Bossier City OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Mike McSwain PRINTED NAME AND TITLE	J Reed Lunan - President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
03/25/2021 DATE	3/26/2021 DATE	 DATE

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User Notes: (3B9ADA51)

J. REED CONSTRUCTORS, INC.

9882 South Perdue Ave.
Baton Rouge, La. 70814
Phone (225) 201-8826
Fax (225) 201-8829
reed@jreedconstructors.com
philip@jreedconstructors.com

**Change Order Request
1**

March 11, 2021

**ATTN: Mike McSwain Architect
101 Millam
Shreveport, LA 71101**

RE: BCFD Burn Building

As requested, please see the attached Change Order Request No. 1 for additional electrical work. See attached breakdown.

LUMP SUM COST: (\$9,057.00) Nine Thousand Fifty Seven Dollars And 00/100

We would like to have this reviewed and a response by March 1, 2021 so that work may proceed as required.

At this time JRC has not completed a time impact analysis, therefore JRC reserves our rights to request a contract extension for time and cost for this work once a Time Impact Analysis is completed, if necessary.

If this proposal is not accepted in a timely manner, J. Reed Constructors, Inc. will reserve the right to request additional days as well as general conditions on a day for day basis.

Upon your review, please forward us approval in writing.

Please do not hesitate to give us a call if you have any questions.

Regards,



J. Reed Luneau, Jr.
President

J. Reed Constructors, Inc.
 Project: Bossier City Fire Training
 RFC # 1

Description: Additional electrical for Tower

Date 3/11/2021

Item	Description	QTY	Units	Unit Sub	Unit Mat'l	Unit Labor	Sub	Material	Labor	Total
1	Caddo Electric	1	LS	7980			7980	0	0	7980
2							0	0	0	0
3							0	0	0	0
4							0	0	0	0
5							0	0	0	0
6							0	0	0	0
7							0	0	0	0
8							0	0	0	0
9							0	0	0	0
10							0	0	0	0
11							0	0	0	0
12							0	0	0	0
13							0	0	0	0
Totals							\$ 7,980.00	\$ -	\$ -	\$ 7,980.00

Material Tax	9%
Labor Burden	33%
Insurance	1.10%
Subtotal	
OH & P General Cont	15%
OH & P Sub's	10%
Cost before Bond	
Bond	2%
Total Cost Requested	

Proposal

CADDO ELECTRICAL, LLC

PO Box 512
Stonewall La 71078
318-207-6404
318-470-5535

PROJECT: Bossier Burn Building CO - Circuit additions

We will supply and install all materials, labor, and equipment as per drawings inclusive for the total amount of

Material	
	\$2,357.00
Labor	
	\$3,832.00
Equipment	
	\$750.00
O/H & Profit	
	\$1,041.00
Total	
	\$ 7,980.00.

Scope

- Install new receptacles as per plans
- Install new conduit and wire for receptacles as per plans
- Install new circuits from existing panel to building as needed for new circuits
- Equipment rental for new conduit to panel

Excluding

General Conditions

- 1) All applicable taxes are NOT included in our submission. TAX EXEMPT
- 2) The Electrical contractor shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
- 3) Equipment and materials supplied by the Electrical contractor are warranted only to the extent that the same are warranted by the manufacturer.
- 4) The Electrical contractor shall not be liable for indirect loss or damage.
- 5) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
- 6) If a formal contract is required, its' conditions must not deviate from this proposal without our prior approval.
- 7) Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
- 8) This price is only good for 30 days

Respectfully

Accepted by

Caddo Electrical LLC
bg@caddoelectrical.com
sp@caddoelectrical.com

J. REED CONSTRUCTORS, INC.

9882 South Perdue Ave.
Baton Rouge, La. 70814
Phone (225) 201-8826
Fax (225) 201-8829
reed@jreedconstructors.com
philip@jreedconstructors.com

**Change Order Request
2R**

March 24, 2021

**ATTN: Mike McSwain Architect
101 Millam
Shreveport, LA 71101**

RE: BCFD Burn Building

As requested, please see the attached Change Order Request No. 2 for additional electrical work. See attached breakdown.

LUMP SUM COST: (\$18,569.00) Eighteen Thousand Five Hundred Sixty Nine Thousand Dollar And 00/100

We would like to have this reviewed and a response by March 26, 2021 so that work may proceed as required.

At this time JRC would like to request and additional fourteen (14) days be added to the contract duration.

Upon your review, please forward us approval in writing.

Please do not hesitate to give us a call if you have any questions.

Regards,



J. Reed Luneau, Jr.
President

J. Reed Constructors, Inc.
 Project: Bossier City Fire Training
 RFC # 2

Description: Additional electrical for Tower

Date 3/18/2021

Item	Description	QTY	Units	Unit Sub	Unit Mat'l	Unit Labor	Sub	Material	Labor	Total
1	Caddo Electric	1	LS	16362			16362	0	0	16362
2							0	0	0	0
3							0	0	0	0
4							0	0	0	0
5							0	0	0	0
6							0	0	0	0
7							0	0	0	0
8							0	0	0	0
9							0	0	0	0
10							0	0	0	0
11							0	0	0	0
12							0	0	0	0
13							0	0	0	0
Totals							\$ 16,362.00	\$ -	\$ -	\$ 16,362.00
							Material Tax	9%		\$ -
							Labor Burden	33%		\$ -
							Insurance	1.10%		\$ 179.98
							Subtotal			\$ 16,541.98
							OH & P General Cont	15%		\$ 27.00
							OH & P Sub's	10%		\$ 1,636.20
							Cost before Bond			\$ 18,205.18
							Bond	2%		\$ 364.10
							Total Cost Requested			\$18,569

Proposal

CADDO ELECTRICAL, LLC

PO Box 512
Stonewall La 71078
318-207-6404
318-470-5535

PROJECT: Bossier Burn Building CO - Service and Panel Relocation

We will supply and install all materials, labor, and equipment as per drawings inclusive for the total amount of

Material	\$7,963.00
Labor	\$4,765.00
Equipment	\$1,500.00
O/H & Profit	\$2,134.00
Total	\$ 16,362.00.

Scope

Demo panel and meter for relocation
Relocate meter and panel rack as per plan
Relocate circuits for building
Repull all wire as needed
Equipment rental

Excluding

General Conditions

- 1) All applicable taxes are included in our submission.
- 2) The Electrical contractor shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
- 3) Equipment and materials supplied by the Electrical contractor are warranted only to the extent that the same are warranted by the manufacturer.
- 4) The Electrical contractor shall not be liable for indirect loss or damage.
- 5) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
- 6) If a formal contract is required, its' conditions must not deviate from this proposal without our prior approval.
- 7) Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
- 8) This price is only good for 30 days

Respectfully

Accepted by

Caddo Electrical LLC
bg@caddoelectrical.com
sp@caddoelectrical.com

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE: A RESOLUTION TO FILL TWO LABORER I POSITIONS IN THE PUBLIC WORKS GRASS CUTTING AND STREET SWEEPING DIVISION	
EXPLANATION OF PROPOSAL: TO FILL TWO VACANT LABORER I POSITIONS IN THE STREET SWEEPING AND GRASS CUTTING DIVISION.	
COST/BUDGET DATA: SAME AS EXISTING WORKERS.	
IF ADD ON FOR REGULAR MEETING - Please state reason:	
TIME	Agenda Meeting, 5/ 04 /21
SPONSOR:	<u><i>Pam Giordano</i></u> <i>PAM GIORDANO, CAU</i> DATE: 4/21/21
<input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED BY	<u><i>Lorenz Walker</i></u> Lorenz Walker, Mayor
COUNCIL	
DATE TO BE PUT ON AGENDA: Regular meeting 5/04/21	

The following Resolution offered and adopted:

RESOLUTION ____ Of 2020

A RESOLUTION TO FILL TWO LABORER I POSITIONS IN THE PUBLIC WORKS GRASS CUTTING AND STREET SWEEPING DIVISION

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, two Laborer I positions are vacant in the Public Works Grass Cutting and Street Sweeping Division;

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

NOW, THEREFORE, be it ordained the administration is hereby authorized to fill two Laborer I positions in the Public Works Grass Cutting and Street Sweeping Division due to a resignation and a prior vacancy within the Public Works Department.

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

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE: A RESOLUTION TO FILLA PART TIME ANIMAL CONTROL HELPER POSITION IN THE PUBLIC WORKS ANIMAL CONTROL DIVISION

EXPLANATION OF PROPOSAL: TO FILL A PERT TIME ANIMAL CONTROL HELPER POSITION IS VACANTIN THE PUBLIC WORKS ANIMAL CONTROL DIVISION.

COST/BUDGET DATA: SAME AS EXISTING WORKERS.

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME Agenda Meeting, 5/ 04 /21

SPONSOR: *Pam Glorioso* **DATE:** 4/21/21
PAM GLORIOSO, CAO

NOTED **RECOMMENDED BY** *Lorenz Walker*
 Lorenz Walker, Mayor

COUNCIL
DATE TO BE PUT ON AGENDA:
 Regular meeting 5/04/21

The following Resolution offered and adopted:

RESOLUTION ____ Of 2020

A RESOLUTION TO FILL A PART TIME ANIMAL CONTROL HELPER POSITION IN THE PUBLIC WORKS ANIMAL CONTROL DIVISION.

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, a part-time Animal Control Helper Position is vacant in the Public Works Animal Control Division;

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

NOW, THEREFORE, be it ordained the administration is hereby authorized to fill an Animal Control Helper position in the Public Works Animal Control Division due to a resignation and promotions within the Division.

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:

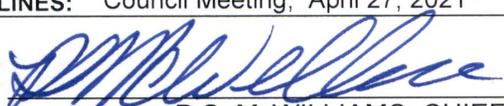
David Montgomery Jr, President

Phyllis McGraw, City Clerk

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE: A RESOLUTION AUTHORIZING THE HIRING OF ONE (2) POLICE OFFICERS FOR THE BOSSIER CITY POLICE DEPARTMENT
EXPLANATION OF PROPOSAL: HIRING: Due to the resignation of (2) Police Officers
COST/BUDGET DATA:
TIME DEADLINES: Council Meeting, April 27, 2021
SPONSOR:  _____ DATE: 04-22-2021 P.S. McWILLIAMS, CHIEF OF POLICE
<input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED BY:  _____ Lorenz Walker, Mayor
COUNCIL DISTRICT: N/A
DATE TO BE PUT ON AGENDA: Agenda Meeting 4-27-2021

The following Resolution offered and adopted:

RESOLUTION ____ Of 2021

A RESOLUTION AUTHORIZING THE HIRING OF TWO (2) POLICE OFFICERS FOR THE BOSSIER CITY POLICE DEPARTMENT.

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

WHEREAS, the hiring of two (2) Police Officers due to the resignation of two Police Officers.

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

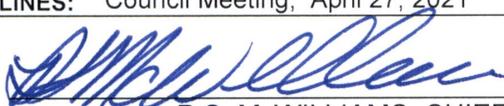
David Montgomery, President

Phyllis McGraw, City Clerk

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE: A RESOLUTION AUTHORIZING THE HIRING OF ONE (1) RECORDS CLERK FOR THE BOSSIER CITY POLICE DEPARTMENT
EXPLANATION OF PROPOSAL: HIRING: Due to the resignation of (1) Records Clerk
COST/BUDGET DATA:
TIME DEADLINES: Council Meeting, April 27, 2021
SPONSOR:  _____ DATE: 04-22-2021 P.S. McWILLIAMS, CHIEF OF POLICE
<input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED BY:  _____ Lorenz Walker, Mayor
COUNCIL DISTRICT: N/A
DATE TO BE PUT ON AGENDA: Agenda Meeting 4-27-2021

The following Resolution offered and adopted:

RESOLUTION ____ Of 2021

A RESOLUTION AUTHORIZING THE HIRING OF ONE (1) RECORDS CLERK 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) Records Clerk due to the resignation of two Police Officers.

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

David Montgomery, President

Phyllis McGraw, City Clerk

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE:
A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A RECREATION LABORER I AND BACKFILLING ANY POSITION THIS MAY CREATE FOR PARKS & RECREATION.

EXPLANATION OF PROPOSAL:
 NEW HIRE:
 As approved in the current year's budget

COST/BUDGET DATA:

TIME DEADLINES: Council Meeting,

SPONSOR: Clay Bohannon **DATE:** 4-27-2021

NOTED **RECOMMENDED BY:** Lorenz Walker
 Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA: Agenda Meeting – Regular Meeting

The following Resolution offered and adopted:

RESOLUTION ____ Of 2021

A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A LABORER I 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 Laborer I is vacant due to promotion, retirement, resignation or termination; and

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

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

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

AYES:

NAYS:

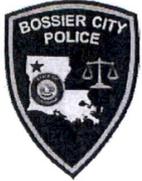
ABSENT:

ABSTAIN:

David Montgomery, President

Phyllis McGraw, City Clerk

COPY



BOSSIER CITY POLICE DEPARTMENT PARADE PERMIT APPLICATION CHECK LIST



BEFORE the application is turned into the Police Department, please make sure the following has been done:

PROOF OF INSURANCE CERTIFICATE ATTACHED

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b) (10):
If the activity is proposed to include vehicles or animals, the applicant responsible for the proposed activity shall provide evidence that it has, in force, public liability insurance coverage in the minimum amount of \$500,000.00 to cover any damages which might result from the proposed activity. A certificate of insurance evidencing this level of coverage shall be included with all applications for a permit where these requirements apply.)

**PARADE PERMIT FEE (\$500.00) OR FEE WAIVER
RESOLUTION PLACED ON CITY COUNCIL AGENDA**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b) (11): Permit fee. There shall be paid, at the time of filing the application for a parade permit, a fee of \$500.00. This fee may be waived in whole or in part by the city council.)

**PLEASE ATTACH A MAP OF THE DESIRED ROUTE OR
LOCATION OF THE PROPOSED ACTIVITY**

Name of Activity: Carry The Load, National Relay

Date of Activity: 5-26-21 Day of the week: Wednesday

Time of Activity: 5:00 AM PM 7:00 AM PM

ACTIVITY NO.: 487

(Office Use Only)

TO: CHIEF OF POLICE
BOSSIER CITY, LOUISIANA

The undersigned hereby makes application for a permit to close City streets of the City of Bossier City, Louisiana, and in support of such application, makes the following statements and representations:

1. PERSON MAKING APPLICATION

Name: Matt Fryman Cell Phone: 770-845-3737
Home Address: _____ Home Phone: _____
Business Address: 514 S Hall St Dallas, TX 75226 Work Phone: _____
Email Address: matt.fryman@carrytheload.org

2. CHAIRMAN OR PERSON IN CHARGE OF ACTIVITY

Name: Matt Fryman Cell Phone: 770-845-3737
Home Address: _____ Home Phone: _____
Business Address: 514 S Hall St Dallas, TX 75226 Work Phone: _____
Email Address: matt.fryman@carrytheload.org

3. ORGANIZATION CONDUCTING ACTIVITY

Name: Carry The Load
Business Address: 514 S Hall St Dallas, TX 75226 Work Phone: 214-723-6068
Website: www.carrytheload.org

4. OFFICERS, DIRECTORS , AND TRUSTEES OF THE ORGANIZATION

- a. Name: _____ Title: _____
Email: _____ Contact Number: _____
- b. Name: _____ Title: _____
Email: _____ Contact Number: _____
- c. Name: _____ Title: _____
Email: _____ Contact Number: _____

5. STATE THE PURPOSE OR OBJECTIVE OF THE PROPOSED ACTIVITY:

To provide an active way to connect Americans to the sacrifices made daily by our military, veterans, first responders and their families.

6. PROPOSED ROUTE OF ACTIVITY (ATTACH MAP)

1st Choice: Walk starting from Teague Parkway Recreation Area - Arthur Ray Teague Pkwy and conclude the walk at Walker Place Park - 4832 CenturyLink Center Drive.

2nd Choice:

7. ESTIMATED NUMBER OF PARTICIPANTS:

Estimated Number of Pedestrians: 25

Estimated Number of Vehicles: 0

Estimated Number of Floats: 0

Estimated Number of Animals: 0

8. PORTION OF STREET OR SIDEWALK DESIRED FOR USE:

Arthur Ray Teague Running Trail

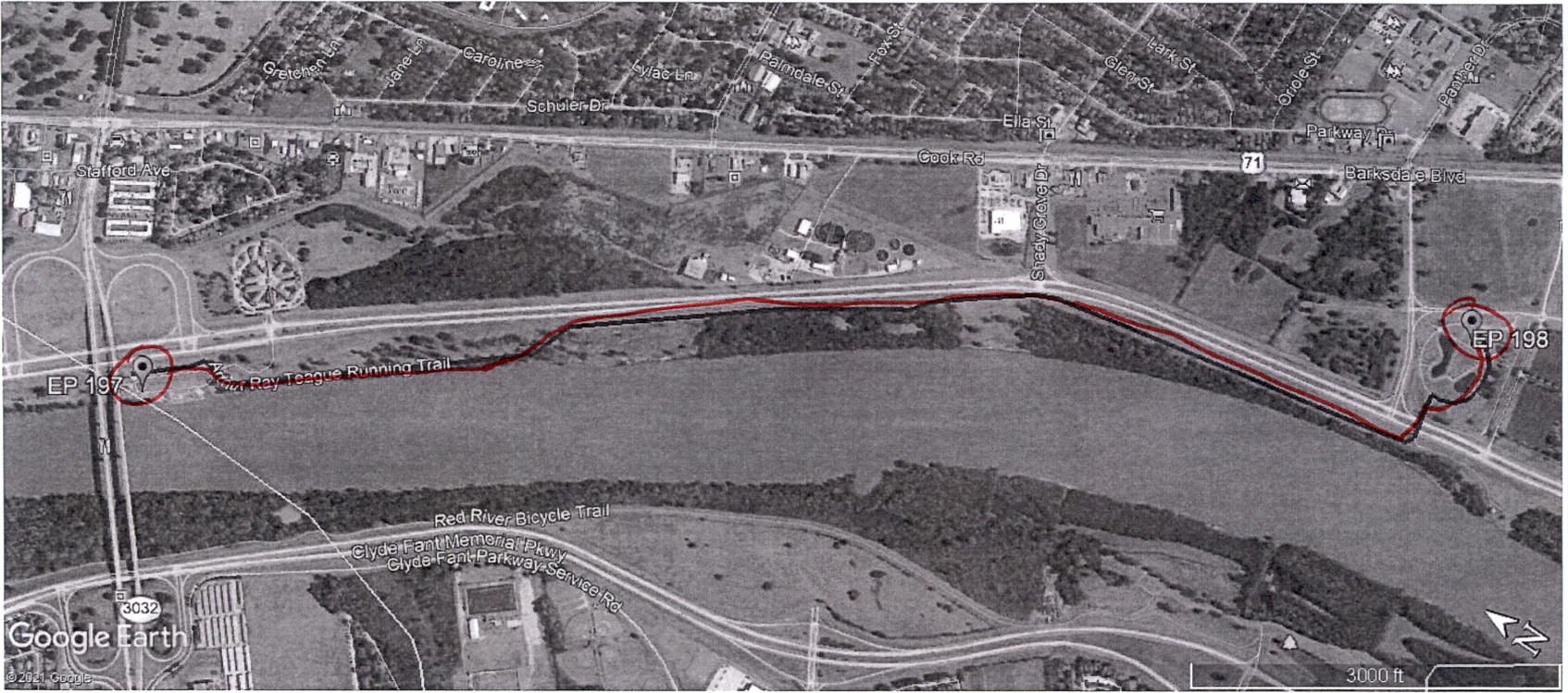
9. LOCATION WHERE PARTICIPANTS WOULD ASSEMBLE AND DISASSEMBLE:

Teague Parkway Recreation Area - Arthur Ray Teague Pkwy

Walker Place Park - 4832 CenturyLink Center Drive.

10. TIME PARTICIPANTS WOULD BEGIN TO ASSEMBLE: 4:45 AM PM

11. PROPOSED SPACE BETWEEN UNITS: _____ FEET





ATLANTA GA 39901-0001

In reply refer to: 0752435485
Nov. 25, 2014 LTR 4168C 0
27-4568835 000000 00
00021448
BODC: TE

CARRY THE LOAD
% SCOTT ROHRMAN
PO BOX 261904
PLANO TX 75026-1904



004166

Employer Identification Number: 27-4568835
Person to Contact: Tax Exempt & Government Entity
Toll Free Telephone Number: 1-877-829-5500

Dear CARRY THE LOAD:

This is in response to your Nov. 14, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in 2012 Feb.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(v).

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim D. Bailey
Operations Manager, AM Operations 3

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE:

To Approve placement in the Official Minutes the Appointment of Sgt. Charles Bridges reappointment as the Police Department Board Member of the Bossier City Municipal Fire and Police Civil Service Board. Appointment effective March 7, 2021 and expires March 6, 2024.

EXPLANATION OF PROPOSAL:

Representative Charles Bridges appointment expired on March 6, 2021. In Accordance with Civil Service Law, L. R. S. Title 33, Section 2471 (2) 1, an official record of Mr. Charles Bridges service shall be placed in the official minutes of the Bossier City Council. (letter of notification attached)

COST/BUDGET DATA:

0

TIME DEADLINES: Council Meeting,

SPONSOR: _____

LW
Lorenz Walker, Mayor

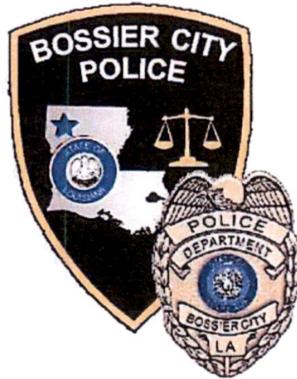
DATE: April 27, 2021

NOTED RECOMMENDED BY:

Lorenz Walker
Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA: April 27, 2021(Regular)



**CITY OF BOSSIER CITY
POLICE DEPARTMENT
P.O. BOX 6216
BOSSIER CITY, LOUISIANA 71171-6216**

Date: April 26, 2021
To: Mayor Walker
From: Chief McWilliams
Reference: Police Representative, Bossier City Municipal Fire and Police
Civil Service Board

Mayor Walker,

This letter is to notify you that in accordance with State Fire and Police Service procedures, Nominations were accepted. Sgt. Charles Bridges was the only person nominated.

He will serve as the Police Representative on the Bossier City Municipal Fire and Police Civil Service Board. His term began March 7, 2021 and will expire March 6, 2024.

According to Civil Service Law, *L.R.S. Title 33, Section 2471. (2)*, I, an official record of Sgt. Bridges service shall be placed in the official minutes of the Bossier City Council.

If you need further information, please contact me.
Sincerely,

P.S. Mc Williams
Chief of Police

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.

ORD./RESOL. NO.	
INTRO:	
NOT:	
ADOPT:	

TITLE:

To Approve placement in the Official Minutes the Appointment of Fire Captain Jason D. Shelton reappointment as the Fire Department Representative of the Bossier City Municipal Fire and Police Civil Service Board. Appointment effective March 7, 2021 and expires March 6, 2024.

EXPLANATION OF PROPOSAL:

Representative Jason Shelton's appointment expired on March 6, 2021. In Accordance with Civil Service Law, L. R. S. Title 33, Section 2471 (2) 1, an official record of Mr. Shelton's service shall be placed in the official minutes of the Bossier City Council. (letter of notification attached)

COST/BUDGET DATA:

0

TIME DEADLINES: Council Meeting,

SPONSOR:

Lorenz Walker
Lorenz Walker, Mayor

DATE: April 26, 2021

NOTED RECOMMENDED BY:

Lorenz Walker
Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA: May 4, 2021



BOSSIER CITY FIRE DEPARTMENT

**620 Benton Road
Bossier City, Louisiana 71111
Brad A. Zagone
Fire Chief**

April 26, 2021

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

RE: Fire Representative for Bossier City Municipal Fire and Police Civil Service Board

Mayor Walker:

This letter is to notify you that in accordance with State Fire and Police Civil Service procedures, nominations were accepted and an election was held for the Fire Representative position on the Fire and Police Civil Service Board.

Fire Captain Jason D. Shelton was elected by Fire Department Civil Service employees to serve as the Fire Representative on the Bossier City Municipal Fire and Police Civil Service Board. His term begins March 7, 2021 and will expire March 6, 2024.

According to Civil Service Law, L.R.S. Title 33, Section 2471, (2), I, an official record of Captain Shelton's service shall be placed in the official minutes of the Bossier City Council.

Respectively,

Brad Zagone

Brad Zagone
Fire Chief

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20200026)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

CENTRIC PIPE, LLC

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

CENTRIC PIPE, LLC ("Company"), a Texas limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has expanded its Manufacturing Establishment located in Bossier Parish to increase efficiency in order to meet new market demands (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Bossier Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and

its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means CENTRIC PIPE, LLC, a Texas limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to Bossier Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

“Required Annual Payroll” is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or

governmental authorization applicable to them.

**ARTICLE IV
OBLIGATIONS**

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company has expanded the Manufacturing Establishment and commenced Operation by January 20, 2020, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$652,076.00 in Capital Expenditures and that the Project provided for the creation of 10 Jobs with an annual Payroll of at least \$500,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2021	10	\$500,000.00
2022	10	\$500,000.00
2023	10	\$500,000.00
2024	10	\$500,000.00
2025	10	\$500,000.00

2026	10	\$500,000.00
2027	10	\$500,000.00
2028	10	\$500,000.00
2029	10	\$500,000.00
2030	10	\$500,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

**ARTICLE V
ASSIGNMENT AND TRANSFER**

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the “Sale or Transfer of Exempted Manufacturing Establishment.”

**ARTICLE VI
DEFAULT AND RENEWAL CONSIDERATION**

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of

such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

**ARTICLE VII
REPORTS; AUDIT**

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

**ARTICLE VIII
TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Jack Lang
Centric Pipe, LLC
14850 Montfort Dr., Suite 100, Dallas, TX 75254
accountspayable@centricpipe.com
(469) 320-9452

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

CENTRIC PIPE, LLC

By: *Jeff Plummer*
Jeff Plummer (Apr 8, 2021 10:11 CDT)

Signature

Jeff Plummer

Printed Name

Title: **CFO**

Date: **04/08/2021**

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: *Don Pierson*

Don Pierson, Secretary

Date: **04/26/2021**

LED CONTRACT MONITOR

By: *Kristin Cheng*
Kristin Cheng (Apr 26, 2021 09:53 CDT)

Signature

Kristin Cheng

Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

**CERTIFICATE OF CORPORATE RESOLUTION
AUTHORIZING**

I, Arish Gupta, President of Centric Pipe, LLC, organized and existing under the laws of Texas and having its principal place of business at 14850 Montfort Dr, Suite 100, Dallas, TX 75254, hereby certify that Jeff Plummer has the authority to sign all tax documents and/or contracts on behalf of Centric Pipe and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing and has the power to take the action called for by the foregoing resolution.

President



Date
09/22/2019

EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ **Reporting Period:** _____

Company Name: _____

Project Physical Address: _____

1. Operation of the assets related to this project/phase:
 Commenced, as of date _____ and continues to date.
 Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

2. Capital Expenditures made as of _____: Amount _____
(Date)

3. Required Annual Jobs: _____

4. Required Annual Payroll: _____

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?
Yes No

6. Are any Jobs at the Manufacturing Establishment attributable to:

a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes No

b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes No

c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes No

If the answer to 6.c. is "No", please explain: _____

7. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

CONTACT TYPE (circle one): Business Consultant Other

Contact Person:

Name: _____

Title: _____

Mailing Address: _____

Mailing Address 2: _____

Phone Number (Include extension): _____

Email Address: _____

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

Original Signature

Printed Name & Title

Date

Exhibit A 2018 A Centric Pipe LLC 20200026

Final Audit Report

2021-04-26

Created:	2021-04-08
By:	LED Contracts (LEDContracts@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXW2X5INF5kL9Rh3r_trM2LWCdqD_9Sth

"Exhibit A 2018 A Centric Pipe LLC 20200026" History

-  Document created by LED Contracts (LEDContracts@la.gov)
2021-04-08 - 2:26:20 PM GMT- IP address: 159.39.101.2
-  Document emailed to Jeff Plummer (jeff.plummer@centricpipe.com) for signature
2021-04-08 - 2:28:12 PM GMT
-  Email viewed by Jeff Plummer (jeff.plummer@centricpipe.com)
2021-04-08 - 2:28:53 PM GMT- IP address: 107.77.200.48
-  Document e-signed by Jeff Plummer (jeff.plummer@centricpipe.com)
Signature Date: 2021-04-08 - 3:11:53 PM GMT - Time Source: server- IP address: 66.64.13.226
-  Document emailed to Kristin Cheng (kristin.cheng@la.gov) for signature
2021-04-08 - 3:11:55 PM GMT
-  Email viewed by Kristin Cheng (kristin.cheng@la.gov)
2021-04-26 - 2:52:51 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Kristin Cheng (kristin.cheng@la.gov)
Signature Date: 2021-04-26 - 2:53:43 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Document emailed to Don Pierson (don.pierson@la.gov) for signature
2021-04-26 - 2:53:45 PM GMT
-  Email viewed by Don Pierson (don.pierson@la.gov)
2021-04-26 - 3:49:24 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Don Pierson (don.pierson@la.gov)
Signature Date: 2021-04-26 - 3:50:10 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Agreement completed.
2021-04-26 - 3:50:10 PM GMT

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20200026-ITE

Date Received: 3/5/2021

PROJECT INFORMATION

Company: Centric Pipe, LLC
Project Name: Bossier Expansion
Project Location: 430 Hamilton Road , Bossier City, LA, 71111
Parish: Bossier
City Limits?:

COMPANY INFORMATION

Product Manufactured: Centric Pipe is an API Certified manufacturer and supplier of OCTG and Line Pipe
Manufacturing Process/Activities: There's a range of different tubing options with different wall thicknesses and of varying metal quality. The tubing is a seamless pipe that is sold in a range of irregular lengths from 28 to 40 feet. By selecting and assembling tubing joints of the right mix of lengths, a tubing string of any length can be put together. Shorter joints are called pup joints, which are available in lengths from 2 to 12 ft long, in 2-foot increments. The outside of the tubing will be stamped with a mark showing its quality. While there are a whole range of options, and it's a good idea to investigate options that might be tailored to specific situations, there are some types that are more common. These can include: H-40: Designed for shallower wells, this is an economical option. J-55: Designed for use up to 7,000 feet deep, it's the most common tubing for medium depth wells. C-75: An upgrade from J-55, this tubing is used in similar wells but is less common. N-80: Pipe designed for wells that are 12,000 ft in depth or more. P-105: This is a heavier duty pipe that is intended for deep wells, or for formations with high gas pressure. Joints are threaded so that they can be assembled into a tubing string. The threads may be V-shaped or round, referring to the crosssection of the threading. V-shaped threading will have a cross section that comes to a point, similar to a wood screw. Round threading has a rounder cross-section, similar to some types of bolts. Round threads are more common these days, though v-thread is common with older equipment. The round threads are hot rolled onto the metal of the tubing and are therefore much stronger.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? Yes No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship

to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 331230
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 1/17/2020
Project End Date (ending of construction and/or installation): 12/31/2020
Anticipated date for the commencement of operations of this project: 1/20/2020
Project Description:

With market demand increased, we have expanded our current facility in Bossier City. We built rack & Pinion, hydraulic pump, met press mould, added saw cutting equipment for trench drain. This expansion increased production efficiency so that we can meet the new market demands.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? Yes No

Calendar Years:

ESTIMATED INVESTMENTS

Building & Materials:	\$0.00
Machinery & Equipment:	\$648,956.00
Labor & Engineering:	\$3,120.00
Estimated Total Investment Amount:	\$652,076.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$652,076.00

ESTIMATED JOBS

Existing Jobs at Project Site:	112
Existing Jobs Statewide:	0
Will this project create new jobs?	<input checked="" type="radio"/> Yes <input type="radio"/> No
New Direct Jobs:	10
Contract Jobs:	0
Will new jobs be created in phases?	We will hire additional machinery operators, safety, and plant manager.
Explain:	
Construction Jobs:	0
Total Estimated Jobs:	122
New Jobs for this phase:	10
If no new jobs are being created with this project, will existing jobs be retained?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If yes, provide a compelling reason(s) for retention:	

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$2,567,601.00
Existing Jobs Statewide Payroll:	\$0.00
New Direcy Jobs Payroll:	\$500,000.00
Contract Jobs Payroll:	\$0
Construction Jobs Payroll:	\$0.00
Total Estimated Payroll:	\$3,067,601.00
New payroll for current phase:	\$500,000.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1321
This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 73613.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC? Yes No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

Centric Pipe, LLC

ESTIMATED BENEFIT

Investment Amount:	\$652,076.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1321
=Annual Exemption	\$12,917.95
Annual Exemption * 5 years at 80%	\$51,671.81
+ Annual Exemption * 5 years at 80%	\$51,671.81

=Estimated Ten Year Property Tax Exemption \$103,343.62

FEE CALCULATION

Estimated Ten Year Property Tax Exemption : \$103,343.62
 x Rate 0.005
 = Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum) \$516.72
 Amount Paid: \$516.72
 Amount Due: \$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage Rate	Centric Proof of Millage - 20200026.pdf	3/5/2021
Notarized Affidavit	Contract Affidavit.pdf	3/8/2021
Breakdown of Purchases	Breakdown of Purchase_20200026.xlsx	3/16/2021
Baseline Calculation Worksheet	Baseline Calculation Centric - 20200026.pdf	3/16/2021

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$500.00	3/5/2021	ODVV5F84L8	master_credit
APPLICATION	\$16.72	3/15/2021	ODVR5FYLJS	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Jeff	Plummer	jeff.plummer@centricpipe.com	Centric Pipe, LLC	14850 Montfort Dr, Suite 100 , Dallas, TX, 75024	(469) 320-9452	Business Signatory

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Jack	Lang	accountspayable@centricpipe.com	Centric Pipe, LLC	14850 Montfort Dr, Suite 100 , Dallas, TX, 75254	(469) 320-9452	Business

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Jeff

Last Name: Plummer

Email Address: jeff.plummer@centricpipe.com

CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Jeff Plummer**

, **approve the above information.**



John Bel Edwards
Governor

Don Pierson
Secretary

April 29, 2021

via E-mail

Mayor Lorenz "Lo" Walker
Attn: Mr. Jimmy Hall, City Attorney
City of Bossier City Council
P.O. Box 5337
Bossier City, LA 71171-5337

RE: Centric Pipe, LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20200026-ITE - \$652,076.00

Dear Mayor Walker:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Centric Pipe, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, April 28, 2021. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,

Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@la.gov

c: Assessor, Bossier Parish