AGENDA
Regular Council Meeting
3:00 PM - Tuesday, May 18, 2021
City Council Chambers, Bossier City Hall
620 Benton Road, Bossier City, Louisiana

I. CALL TO ORDER

II. INVOCATION BY COUNCIL MEMBER SCOTT IRWIN

III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER TIMOTHY LARKIN

IV. ROLL CALL

V. ANNOUNCEMENT

VI. APPROVE MINUTES

5 - 25

1. Approve Minutes of May 4, 2021 Regular Council meeting and dispense with the reading.
   Mmay4of2021

VII. APPROVE AGENDA

VIII. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

IX. BIDS

X. UNFINISHED BUSINESS

26 - 35

1.
Adopt 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.
(Final Reading) (Hall)
Manchac May 4th introduction corrected

36 - 43 2. Adopt 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.
(Final Reading) (Rauschenbach)
Ord Reconciliation

XI. NEW BUSINESS

44 - 46 1. Adopt a Proclamation calling for a special election on October 9, 2021 to fill the anticipated vacancy in Bossier City Council District 1.
Proclamation PROCLAMATION CHEATAM

47 - 48 2. Introduce an Ordinance appropriating $33,600 from the Sales Tax Capital Improvement Fund for the purchase of 60 Pallets of Sod, Irrigation System and fencing for the Field of Dreams Park.
(First Reading) (Montgomery)
Ord field of dreams

49 - 60 3. Introduce an Ordinance revising and replacing Chapter 99, Utility and Pipelines, of the Code of Ordinances of the City of Bossier City, Louisiana.
(First Reading) (Rauschenbach)
Ord revising section 99 Utility and pipelines

(First Reading) (Glorioso)
Ord Melrose and Plantation Drive utility Extension

63 - 64 5. Introduce an Ordinance to appropriate $36,067.91 from the Sewer Capital and Contingency Fund to be used to supplement the already appropriated $250,000.00 from Ordinance No. 96 of 2020 Airline Drive and Murphy Street Emergency Gravity Main Repair.
(First Reading) (Glorioso)
Ord murphy gravity main repair

65 - 66 6. Adopt a Resolution authorizing the hiring of one Police Jailer for the Bossier City Police Department.
(First and Final Reading) (McWilliams)
Res Police Jailer
Adopt a Resolution recognizing May 22 of each year to be designated and known as National Maritime Day.
(First and Final Reading) (Hall)
Res National Maritime Day

Adopt a Resolution authorizing the hiring or promotion of an Animal Control Officer I due to resignation and backfilling any position this may create for Public Works/Animal Control Division.
(First and Final Reading) (Glorioso)
Res Animal Control I officer and backfilling

Adopt a Resolution authorizing the hiring of a Laborer I in the Public Works and Drainage Division due to an Internal Public Works Division Transfer.
(First and Final Reading) (Glorioso)
Res Laborer I Street and Drainage

Approve Bossier Press Tribune as the City of Bossier City's Official Journal for a one year period effective June 1, 2021 through June 1, 2022 in accordance with Louisiana Revised Statute 43:141.
Official Journal

Adopt a Resolution authorizing the replacing of a Mechanic II in the City Garage.
(First and Final Reading) (Oar)
Res hire mechanic

(This item added back to Agenda at request of City Attorney) - Adopt a Resolution authorizing the promotion of (1) Officer to Sergeant, (3) Three Sergeants to Lieutenants and (1) One Lieutenant to Captain for the Bossier City Police Department.
(First and Final Reading) (McWilliams)
Res police promotions

XII. REPORTS

financials

2. Ben Rauschenbach, City Engineer, Monthly Project Report

3. Ben Rauschenbach, Manchac, Update on Water and Sewer Financials

XIII. ANNOUNCEMENTS

XIV. ADJOURN
The City Council of the City of Bossier City, State of Louisiana, met in Regular session in Council Chambers, 620 Benton Road, Bossier City, Louisiana, May 4, 2021 at 3:00 PM

Invocation was given by Council Member Jeffery Darby

Pledge of Allegiance led by Council Member Don Williams

Roll Call as follows:

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

Absent: Honorable Councilor Timothy Larkin

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

By: Mr. Irwin

Motion to approve Minutes of the April 20, 2021, Regular Meeting and dispense with the reading
Seconded by Mr. Williams
No comment
Vote in favor of motion is unanimous

Mr. Larkin entered meeting at 3:03PM

By: Mr. Darby

Motion to delete item #5 under new business – the Ordinance restricting emanation of excessive sound or noise from motorcycles and vehicles and approve as amended.
Seconded by Mr. Williams
No comment
Vote in favor of motion is unanimous

Bids –

Agenda Item Called - Witness opening of sealed bids for Bid#P20-1782 2504 Northside Dr. Demolition of dilapidated structure.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3Gen Construction, LLC</td>
<td>$10,499.00</td>
</tr>
<tr>
<td>Lathan Construction, LLC</td>
<td>$18,180.00</td>
</tr>
<tr>
<td>Lou Chandler, Inc.</td>
<td>$12,500.00</td>
</tr>
</tbody>
</table>

By: Mr. Williams

Motion to approve reading of bids.
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

Agenda Item called – Witness opening of sealed bids for Bid #P21-04 WOB Carriageway Project Phase II

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boh Bros. Construction</td>
<td>$49,379,580.65</td>
</tr>
<tr>
<td>Gilchrist Construction Company, LLC</td>
<td>$48,860,019.10</td>
</tr>
<tr>
<td>James Construction Group, LLC</td>
<td>$38,312,192.43</td>
</tr>
</tbody>
</table>

By: Mr. Williams

Motion to approve reading of bids.
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous
Motion to approve reading of bids.
Seconded by Mr. Irwin
No comment
Vote in favor of motion is unanimous

Unfinished Business –

The following Ordinance offered and adopted:

ORDINANCE NO. 44 OF 2021

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

(RESIDENTIAL AGRICULTURE)

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

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

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

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

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

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

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

**EIGHTH SUPPLEMENTAL BOND ORDINANCE**

**NO. 45 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. 36 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
**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 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
"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 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 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 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 Eight 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.


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. Williams and seconded by Mr. Free, and adopted on the 4th day of May, 2021 by the following vote:

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

NAYS:  None.

ABSENT:  None.

ABSTAIN:  None.

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

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

(Exhibits herein are on file with the Issuer and can be viewed during normal business hours.)

The following Ordinance offered and adopted:

Ordinance No. 46 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 Mr. Don Williams, and seconded by Mr. Jeff Free, and adopted on this the 4th day of May, 2021 by the following vote:

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

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

The following Ordinance offered and adopted:

Ordinance No. 47 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 Mr. Scott Irwin, and seconded by Mr. Timothy Larkin, and adopted on this the 4th day of May, 2021 by the following vote:

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

NAYES: none

ABSENT: none

ABSTAIN: none

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David Montgomery, Jr., President

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Phyllis McGraw, City Clerk

New Business -

By: Mr. Larkin

Motion to 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.

Seconded by Mr. Williams

Mr. Darby still concerned about not taking RFP’s and contract extending passed one year. Also concerned about the termination language.

Mr. Montgomery, Mr. Larkin and Mr. Irwin spoke on the issue and still feel it’s the best option for the City and Manchac has proven track record and are responsible for City facilities and equipment.

No further comment

Motion carries with the following vote:

Yeas – Mr. Montgomery, Jr., Mr. Larkin, Mr. Irwin, Mr. Williams, Mr. Free and Mr. Harvey.

Nays – Mr. Darby

Absent – none

Abstain - none

By: Mr. Irwin

Motion to 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.

Second by Mr. Free

No comment

Vote in favor of motion is unanimous

The following Resolution offered and adopted:

RESOLUTION 32 OF 2021

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 Mr. Don Williams, and seconded by Mr. Thomas Harvey, and adopted on this the 4th day of May, 2021 by the following vote:

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

NAYES: none

ABSENT: none

ABSTAIN: none

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David Montgomery Jr, President

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Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 33 Of 2021

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 Mr. Scott Irwin, and seconded by Mr. Don Williams, and adopted on this the 4th day of May, 2021 by the following vote:

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

NAYES: none

ABSENT: none

ABSTAIN: none

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David Montgomery Jr, President

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Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 34 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 Mr. Thomas Harvey, and seconded by Mr. Jeff Free, and adopted on this the 4th day of May, 2021 by the following vote:

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

NAYES: none

ABSENT: none

ABSTAIN: none

David Montgomery, President

Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 35 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 Mr. Jeff Free, and seconded by Mr. Thomas Harvey, and adopted on this the 4th day of May, 2021 by the following vote:

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

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David Montgomery, President

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Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 36 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 Mr. Don Williams, and seconded by Mr. Jeffery Darby, and adopted on this the 4th day of May, 2021 by the following vote:

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

David Montgomery, President

Phyllis McGraw, City Clerk

By: Mr. Free
Motion to approve Parade Permit Fee Waiver for the Carry the Load, National Relay, May 26, 2021.
Seconded by Mr. Williams
No comment
Vote in favor of motion is unanimous

By: Mr. Free
Motion 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 on March 6, 2024.
Seconded by Mr. Harvey
No comment
Vote in favor of motion unanimous

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

By: Mr. Larkin
Motion to approve 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.
Seconded by Mr. Williams
Questions from Council about what happens if they fail to meet obligations. Mr. Hall reported they would have to pay it back.
Vote in favor of motion is unanimous

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

Respectfully submitted:

Phyllis McGraw
City Clerk
Publish: May 12, 2021
Bossier Press Tribune
AGENDA ITEM FACT SHEET

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

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<td>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</td>
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<th>EXPLANATION OF PROPOSAL:</th>
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<td>See attached “binder” that includes copies of the proposed Contract Amendments.</td>
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<td>See attached “binder” that includes copies of the proposed Contract Amendments.</td>
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<th>IF ADD ON FOR REGULAR MEETING: Please state reason?</th>
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<td>Placed on the Agenda on or before 12:00 pm on Thursday, April 29th, 2021.</td>
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| DATE TO BE PUT ON AGENDA: 5/4/21 |

Revised July 30, 2013
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

By:  Lorenz "Lo" Walker

Title:  Mayor

Date Signed:  ________________

ENGINEER: Manchac Consulting Group, Inc.

By:  Justin Haydel, P.E.

Title:  Chief Executive Officer

Date Signed:  ________________
1. **Background Data:**

   a. Effective Date of Owner-Engineer Agreement: June 8, 2020
   
   b. Owner: Bossier City, Louisiana
   
   c. Engineer: Manchac Consulting Group, Inc.
   
   d. Project: Walter O. Bigby Carriageway – Owner has engaged Project Manager (Manchac Consulting Group) to assist Owner with the management of the project.

2. **Description of Modifications:**

   a. Deleted Article 5.05.B.2 in its entirety with no replacement.
   
   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
   
   c. The responsibilities of Owner are modified as follows: N/A

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

OWNER: Bossier City, LA  

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

ENGINEER: Manchac Consulting Group, Inc.

By:  Justin Haydel, P.E.  
Title: Chief Executive Officer  
Date Signed: ____________
This is EXHIBIT K, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 1, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

1. Background Data:

a. Effective Date of Owner-Engineer Agreement: January 1, 2014

b. Owner: Bossier City, Louisiana

c. Engineer: Manchac Consulting Group, Inc.

d. Project: Engineering Services related to rehabilitation of the City’s sewerage pumping, conveyance, collection and treatment system.

2. Description of Modifications:

a. Delete paragraph 6.04.B.2 in its entirety with no replacement.

b. Engineer shall perform or furnish the following Additional Services: N/A

c. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A

d. The responsibilities of Owner are modified as follows: N/A

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

OWNER: Bossier City, LA

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

ENGINEER: Manchac Consulting Group, Inc.

By: Justin Haydel, P.E.
Title: Chief Executive Officer
Date Signed: ________________________
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

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

ENGINEER: Manchac Consulting Group, Inc.

By: Justin Haydel, P.E.
Title: Chief Executive Officer
Date Signed: ________________
This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Public-Private Partnership Agreement dated July 5, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

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

2. Description of Modifications:
   a. Engineer shall perform or furnish the following Additional Services: N/A
   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
   c. The responsibilities of Owner are modified as follows: N/A
   d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: N/A
   e. The schedule for rendering services is modified as follows: 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

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

ENGINEER: Manchac Consulting Group, Inc.

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

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

| 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: | 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 |
Change Order

PROJECT: (Name and address)  
BCFD Burn Building  
5850 Shed Road.  
Bossier City, LA 71111

OWNER: (Name and address)  
City of Bossier City  
620 Benton Rd.  
Bossier City, LA 71111

ARCHITECT: (Name and address)  
Mike McSwain Architect  
101 Milam Street, suite 101  
Shreveport, LA 71101

CONTRACTOR: (Name and address)  
J. Reed Constructors, Inc.  
9882 South Perdue Ave.  
Baton Rouge, LA 70814

CONTRACT INFORMATION:  
Contract For: General Construction  
Date: July 23, 2020

CHANGE ORDER INFORMATION:  
Change Order Number: 001  
Date: March 25, 2021

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  
SIGNATURE

J. Reed Constructors, Inc.  
CONTRACTOR (Firm name)  
SIGNATURE

City of Bossier City  
OWNER (Firm name)  
PRINTED NAME AND TITLE

J. Reed Luncan - President  
Printed NAME AND TITLE

DATE

DATE

DATE

DATE

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User Notes: (3B9ADA51)
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

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<th>Item</th>
<th>Description</th>
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<td>$9,057</td>
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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

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<td>Total</td>
<td>$7,980.00</td>
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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
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

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**Totals**  
$16,362.00  
$179.98  
$18,541.98  
$27.00  
$1,636.20  
$18,205.18  
$364.10  
$18,569
Proposal

CADDO ELECTRICAL, LLC
PO Box 512
Stonewall La 71078
318-297-6404
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
May 3, 2021

Phyllis McGraw, Clerk
City of Bossier City
Parish of Bossier
P.O. Box 5337
Bossier City, LA 71171-5337

Dear Ms. McGraw,

In accordance with La. R.S. 18:653, I am enclosing a copy of the notice of resignation received on May 3, 2021 by our office from the Honorable Shane Cheatham, Councilman, District 1, City of Bossier, Parish of Bossier, for the term beginning on July 1, 2021.

Pursuant to La. R.S. 18:583, an anticipated vacancy has occurred in the above-specified office. The governing authority shall therefore within twenty (20) days call a special election in accordance with La. R.S. 18:402 and La. R.S. 18:602 on or before May 24, 2021. The next available election is October 9, 2021 and November 13, 2021, with qualifying dates of July 14, 15 & 16, 2021.

After the proclamation is issued calling the special election, a certified copy of the proclamation is to be mailed to our office. If the governing authority does not timely call the special election, we will forward a request to the Governor to do so pursuant to La. R.S. 18:602.

Additionally, pursuant to La. R.S. 18:583(D)(1) and Section 3.04 of the Bossier City Code, the governing authority shall within ten (10) days of the office actually becoming vacant (after July 1, 2021 but before or on July 12, 2021) make an appointment to fill the office. If the governing authority does not timely appoint an individual in connection with this vacancy, we will transmit notice to the Governor to do so in accordance with La. R.S. 18:602.

If you have any questions concerning the above, please contact me at (225) 287-7475.

Sincerely,

Ray Wood
Attorney

Enclosure

cc: Hon. Jill Sessions, Bossier Parish Clerk of Court
    Hon. Stephanie Agee, Bossier Parish Registrar of Voters
April 25th 2021

Honorable R. Kyle Ardoin,
Louisiana Secretary of State
P.O. Box 94125
Baton Rouge, LA 70804-9125

Dear Mr. Ardoin,

This letter serves as formal notice that I will not be accepting the Bossier City District #1 City Council position. It was an honor to be elected by the voters of District #1 on March 20th, but I have been asked by Mayor Elect Tommy Chandler to serve as the Chief Administrative Officer for Bossier City. At this time I believe that I can better serve the constituents of Bossier City in this role. I am excited about this opportunity, and I know that the people of District #1 will select another great candidate in the October 9th special election that will be held to fill the District #1 seat.

Sincerely,

Michael Shane Cheatham

 Signed this day April 25, 2021 before me

Henry W. Smith, Jr., Notary for the Parish of Bossier.

HENRY W. SMITH JR.
Notary Public
Notary ID No. 6837
Bossier Parish, Louisiana
My Commission is for Life

Henry W. Smith Jr.
Notary #6837
CITY OF BOSSIER CITY  
PARISH OF BOSSIER  
STATE OF LOUISIANA  
PROCLAMATION  

SPECIAL ELECTION-City Council District 1, City of Bossier City, Parish of Bossier,  

WHEREAS, a vacancy exists in the office of City Council District 1, City of Bossier City, Parish of Bossier, State of Louisiana;  

NOW, THEREFORE, the Bossier City Council does hereby order and direct as follows:  

Section 1: A vacancy in the office of the City Council of the City of Bossier City, Parish of Bossier, State of Louisiana, exists due to the resignation of Shane Cheatham, Council Member District 1, City of Bossier City, Parish of Bossier, State of Louisiana, for the term beginning on July 1, 2021.  

Section 2: A special election is hereby called and proclaimed to fill the vacancy for the office of Council Member District 1, City of Bossier City, Parish of Bossier, State of Louisiana, said special election to be held as follows:  

A) Qualification for the election shall be held July 14, 2021, July 15, 2021, and July 16, 2021;  

B) The primary election to fill the vacancy for the office of Council Member of the City of Bossier City, District 1, Parish of Bossier, State of Louisiana, shall be held on October 9, 2021;  

C) The general election to fill the vacancy of Council Member of the City of Bossier City, District 1, Parish of Bossier, State of Louisiana, shall be held on November 12, 2021.  

Section 3: That certified copies of this proclamation shall be forwarded to the Secretary of State, the Commissioner of Elections, the Clerk of Court, and Ex-Officio Parish Custodian of voting machines and the Registrar of Voters in and for the Parish of Bossier, as notification of the special election herein called in order that each may prepare for said election and perform their respective functions as required by law.  

This Proclamation being submitted to a vote, the vote thereon is as follows:  

AYES:  

NAYS:  

ABSENT:  

ABSTAIN:  

_________________________________________________  
David Montgomery, Jr., President  

__________________________________________________  
Phyllis McGraw, City Clerk
## Agenda Item Fact Sheet

**Title:**

AN ORDINANCE APPROPRIATING $33,600 FROM THE SALES TAX CAPITAL IMPROVEMENT FUND FOR THE PURCHASE OF 60 PALLETs OF SOD, IRRIGATION SYSTEM, AND FENCING FOR THE FIELD OF DREAMS PARK.

**Explanation of Proposal:**

<table>
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<th>Cost/Budget Data:</th>
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**Time Deadlines:**

Council Meeting, 5/18/21

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<td>David Montgomery, Jr., City Council Member</td>
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<td>Lorenzo Walker, Mayor</td>
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<th>Council District:</th>
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<th>Date to be Put on Agenda:</th>
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Revised July 30, 2013
The following Ordinance offered and adopted:

Ordinance No. Of 2021

AN ORDINANCE APPROPRIATING THIRTY-THREE THOUSAND SIX-HUNDRED DOLLARS ($33,600.00) FROM THE SALES TAX CAPITAL IMPROVEMENT FUND TO PURCHASE 60 PALLETS OF SOD, IRRIGATION SYSTEM, AND FENCING FOR THE FIELD OF DREAMS PARK.

WHEREAS, Field of Dreams Park is in need of sod, irrigation system, and fencing; and

WHEREAS, the City has received an estimate from Sprink-A-Lawn;

NOW, THEREFORE BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened that $33,600.00 is hereby appropriated from the Sales Tax Capital Improvement fund to purchase 60 pallets of sod, irrigation system, and fencing for the Field of Dreams Park;

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

David Montgomery, 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.

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<th>ORD./RESOL. NO.</th>
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**TITLE:**
ADOPT AN ORDINANCE REVISING AND REPLACING CHAPTER 99, UTILITY AND PIPELINES, OF THE CODE OF ORDINANCES OF THE CITY OF BOSSIER CITY, LOUISIANA.

**EXPLANATION OF PROPOSAL:**
The City of Bossier City is in need of protecting its infrastructure and the revisions and replacement of Chapter 99 are necessary to properly coordinate the installation of any pipeline and/or utility within the City of Bossier City regardless if said pipeline and/or utility is installed in a Louisiana Department of Transportation and Development Right-of-Way.

**COST/BUDGET DATA:**

**TIME DEADLINES:**  Council Meeting, First Reading – May 18, 2021  Final Reading – June 1, 2021

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<td>Ben Rauschenbach, City Engineer</td>
<td>10 May 2021</td>
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- NOTED  [ ] RECOMMENDED BY:  Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:**  REGULAR – 18 May 2021

Revised July 30, 2013
Chapter 99 - UTILITY AND PIPELINES

Sec. 99-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Common carrier* means any person under the definition of "person" in this section, who:

1. Owns, operates, or manages a pipeline or any part of a pipeline in the City of Bossier City for the transportation of crude petroleum to or for the public for hire, or engages in the business of transporting crude petroleum by pipeline;

2. Owns, operates, or manages a pipeline or any part of a pipeline in the City of Bossier City for the transportation of crude petroleum to or for the public for hire and the pipeline is constructed or maintained on, over, or under a public street, or is an entity in favor of whom the right of eminent domain exists;

3. Owns, operates, or manages a pipeline or any part of a pipeline in the City of Bossier City for the transportation of crude petroleum to or for the public for hire which is or may be constructed, operated, or maintained across, on, along, over, or under the right-of-way of a railroad, corporation, or other common carrier required by law to transport crude petroleum as a common carrier;

4. Under lease, contract of purchase, agreement to buy or sell, or other agreement or arrangement of any kind, owns, operates, manages, or participates in ownership, operation, or management of a pipeline or part of a pipeline in the City of Bossier City for the transportation of crude petroleum, bought of others, from an oil field or place of production within this city or parish to any distributing, refining, or marketing center or reshipping point within this state;

5. Owns, operates, or manages, wholly or partially, pipelines for the transportation for hire of coal in whatever form or of any mixture of substances including coal in whatever form; or

6. Owns, operates, or manages, wholly or partially, pipelines for the transportation of carbon dioxide or hydrogen in whatever form to or for the public for hire.

*Person* means any individual, group of individuals, firm, partnership, association, corporation or other legal entity, natural or civil, not regularly and routinely engaged in the public utility business in the city, under regulation of the state public service commission, and charging retail rates to its utility customers on a monthly basis.

*Pipeline* means any pipe or other conduit in or through which is transported, transmitted or contained any substance which may be transported or contained in pipelines, such as liquids, solids, gases or other such things, whether singularly or in combination with any other thing.

*Public utility* means any person under the definition of "person" in this section, who is regularly and routinely engaged in the public utility business in the City of Bossier City under regulation of the state public service commission, and charging retail rates to its utility customers on a monthly basis. Natural gas transporter means any person under the definition of "person" in this section, who owns or operates a pipeline within the City of Bossier City for the gathering, transportation, transmission or distribution of natural gas, which said pipeline does not extend beyond the boundaries of the state of Louisiana.

*Utility line* means any pipe, wire, cable or other conduit in or through which is transported, transmitted or contained any substance which may be transported or contained in utility lines, such as liquids, solids, gases, electricity or electrical impulses or amplifications, sound waves or vibrations, sewage or other such things, whether singularly or in combination with any other thing.

(Ord. No. 41-2009, 6-2-2009)
Sec. 99-2. - Installation on city rights-of-way by public utilities, common carriers or natural gas transporters; bonds required.

Annually, during the month of January, each public utility, common carrier or natural gas transporter in the city shall post with the city a bond, or other security satisfactory to the city, in the sum of $5,000.00, to guarantee proper repair and restoration of any and all damage sustained by the city street system arising out of the installation, erection or maintenance of its utility lines or pipelines on any public right-of-way forming a part of the city street system during the calendar year. No work involving the installation, erection, replacement, connection or disconnection to or from, or other maintenance on or of a utility line on any public right-of-way forming a part of the city street system located within the city limits of Bossier City, shall be performed by a public utility, common carrier or natural gas transporter unless and until the required bond has been furnished.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-3. - Specifications and conditions for bonds required of public utilities, common carriers or natural gas transporters.

(a) The bond required of public utilities in section 99-2 shall be on a form furnished by the City of Bossier City, and shall contain the following conditions:

(1) Traffic on the road shall not be unduly interfered with during the period of construction;

(2) Upon completion of such construction, the street or highway shall be promptly restored to its former condition of usefulness, at the expense of the public utility, common carrier or natural gas transporter, and the restoration shall be subject to the supervision and approval of city engineer;

(3) When laying utility lines or pipelines, all requirements of the state department of transportation and development for the laying of similar lines across state highways, including requirements for depth, height, character and quality of the conduit and manner of construction, shall apply; provided, however, that a utility line or pipeline running parallel to a street or highway shall be laid in or on the outer edge of the ditch line of the street or highway farthest removed from the edge of the street surface and, provided, further, that all underground utility lines shall be laid to a minimum depth of 24 inches below the surface and provided, further, that all underground pipelines shall be laid to a minimum depth of 48 inches lower than the lowest part of the drainage or bar ditch;

(4) The public utility shall compensate the city for all damages resulting to any city street and/or infrastructure owned, operated and maintained by the City of Bossier City in the laying, maintaining, erecting or installation of any utility line which is not corrected or restored by the public utility;

(5) The public utility shall protect and hold harmless the City of Bossier City and its agents and employees against any claims, damages or losses for personal injury or property damage sustained by third parties by reason of such construction.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-4. - Failure of public utility, common carrier or natural gas transporter to repair or restore city streets.

If a public utility, common carrier or natural gas transporter neglects, refuses or otherwise fails to properly repair and restore any damage sustained by the city street system and/or infrastructure owned, operated and maintained by the City of Bossier City arising out of the installation, erection or maintenance of its utility lines or pipelines on any public right-of-way forming a part of the city street system or the State...
of Louisiana Street System located within the city limits of Bossier City, within 30 days from the date written notice of such damage is mailed to the public utility by the city, the public utility, common carrier or natural gas transporter shall become liable for criminal penalties as provided in this article, and the city may make the repairs and restoration, and the cost therefore shall be recovered under the bond or other security or from the public utility, or both. The obligation on such bond shall be in solido.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-5. - Permit required for cutting roads by public utilities, common carriers or natural gas transporter; emergency repairs.

(a) Public utilities, common carriers or natural gas transporters shall not cut, break, dig through or into, or otherwise sever or damage, the paved surface of any city street without obtaining a written permit to do so from the city engineer.

(b) If emergency repairs are necessary to maintain service in or through the utility line or pipeline, the public utility, common carrier or natural gas transporter making the emergency repairs shall comply with the provisions of this section within ten days from the completion date of the emergency repairs.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-6. - Compliance required.

It shall be unlawful for any person to maintain, dig for or erect, install or replace, or disconnect or connect to or from a utility line or pipeline along, under, across or over any public right-of-way which is a part of the city street system without complying with this article, obtaining a permit from the city to do so, paying the required fee therefore, and giving bond as required in this article to guarantee the repair and restoration of any damages which the city street system may sustain.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-7. - Conditions for issuance of permit.

No permit shall be issued, except upon the following conditions:

(1) Traffic on the street shall not be unduly interfered with during the period of construction;

(2) Upon completion of such construction, the street or highway shall be promptly restored to its former condition of usefulness, at the expense of the applicant for the permit, and the restoration shall be subject to the supervision and approval of the city engineer of the city;

(3) When laying the utility lines or pipelines, all requirements of the department of transportation and development for the laying of similar lines across state highways, including requirements for depth, height, character and quality of the conduit or pipeline and manner of construction, shall apply; provided, however, that a utility line running parallel to a street or highway shall be laid in or on the outer edge of the ditch line of the street or highway farthest removed from the edge of the street surface and, provided, further, that all underground utility lines shall be laid to a minimum depth of 24 inches below the surface and provided, further, that all underground pipelines (exclusive of utility lines) shall be laid to a minimum depth of 48 inches lower than the lowest part of the drainage or bar ditch;

(4) The applicant shall compensate the city for all damages resulting to any city street and/or infrastructure owned, operated and maintained by the City of Bossier City in the laying, maintaining, erecting or installation of any utility line which is not corrected or restored by the applicant;
(5) The applicant shall protect, hold harmless, and indemnify the city and its agents and employees against any claims, damages or losses for personal injury or property damage sustained by third parties by reason of the exercise of the permit;

(6) The applicant shall agree to remove and dispose of the utility lines or pipelines larger than four inches in diameter, including abandoned casings, as soon as they stop serving a useful purpose. Where it is not possible nor feasible to remove pipelines and/or casings under existing public rights-of-way, such pipelines and/or casings may be abandoned in place provided removals shall be accomplished by the owner, as near to the street or highway on each side as possible and in all cases, beyond existing ditches to right-of-way lines, and further provided that all pipelines and/or casings abandoned under the street or highway shall be abandoned in accordance with the Louisiana Department of Public Transportation ("DOTD") Title 49 (i.e., pipelines must be purged, capped, and filled with grout);

(7) When laying pipelines, the applicant must agree to comply with all of the standards for the installation of pipelines on state highways required by the DOTD, including its engineering and directives standard manual in effect at the time of said laying of the pipelines; and

(8) When laying pipelines, the applicant must agree to relocate or lower any pipeline at no cost to the city, should same become necessary due to any reason, including widening or lowering or any other alteration to the roadway or right-of-way;

(9) Prior to commencement of laying pipelines, the applicant shall furnish the city engineer with a plat showing the location of such pipelines or flowlines, including GIS information sufficient to locate the pipelines or flowlines in the future, including the beginning and end points of the pipeline or flowline and sufficient points in between the pipeline or flowline route and the depth of cover information, and detailed cross-section drawings for all public rights-of-ways and easement crossings as allowed by the city. Failure to provide necessary GIS information shall act as a release of the city from responsibility for any damages or cost of repair to such pipelines or flowlines arising from any activity by or under authority of the city.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-8. - Requirements of persons desiring permits.

Any person desiring to obtain a permit for any construction provided for in this article shall:

(1) Submit a written application and shall file a survey with the application showing the location of the proposed construction;

(2) Pay to the city a fee $500.00, which shall be used to offset the cost of an inspector to inspect the work to be done by the applicant;

(3) Give a bond in an amount that the city engineer shall require, not to exceed $5.00 per linear foot for the proposed work the applicant desires to be done, which bond shall be subject to approval by the city engineer, and shall be conditioned upon the applicant's complying with all conditions of the permit. Such bond shall continue in full force until the applicant has fully complied with all conditions of the permit. In lieu of a separate bond for each application for a permit, the applicant may give a bond in the amount of $5,000.00 to cover all work done, or to be done, during the calendar year.

(Ord. No. 41-2009, 6-2-2009)

Sec. 99-9. - Requests for permits for work that may interfere with other utility lines or pipelines.

No permit shall be granted for work that will interfere with any other utility line or pipeline.
Sec. 99-10. - Emergency repairs.

If emergency repairs are necessary to maintain service in or through any utility line or pipeline, the person making the emergency repairs shall comply with the provisions of section 99-5 within ten days from the completion date of the emergency repairs.

Sec. 99-11. - Consent and approval of landowners required.

Nothing contained in this article shall be construed as relieving a public utility, common carrier or natural gas transporter or person from obtaining the consent and approval of the owner of lands embraced within the right-of-way of a city street to the operations undertaken by a public utility, common carrier or natural gas transporter or any person on, over or under a city street.

Sec. 99-12. - Violations; penalties.

Any person or public utility, common carrier or natural gas transporter found guilty of violating any provision of this article, upon conviction, shall be punished as provided in section 1-9.

Sec. 99-13. - Small wireless facilities.

(a) **Purpose.**

(1) **Purpose.** The purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in rights-of-way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city's rights-of-way and the city as a whole.

(2) **Intent.** In enacting this chapter, the city is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:

a. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

b. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

c. Prevent interference with the facilities and operations of facilities lawfully located in rights-of-way or public property, as well as public safety vehicles;

d. Protect against environmental damage, including damage to trees;

e. Preserve the character of the neighborhoods in which facilities are installed; and

f. Facilitate rapid deployment of small cell facilities to provide the benefits of advanced wireless services.

(3) **Conflicts with other chapters.** This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.
(b) **Definitions.** The terms below have the following meanings for purposes of this section.

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

*Applicable codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of a destruction of property or injury to persons to the extent not inconsistent with the terms of this chapter.

*Applicant* means any person who submits an application and is a wireless provider.

*Application* means a request submitted by an applicant:

(1) For a Permit to collocate small wireless facilities; or

(2) To approve the installation or modification of a utility pole or wireless support structure.

*City owned pole* means:

(1) A utility pole owned or operated by the city in the rights-of-way, including a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structure for signage, and

(2) A pole or similar structure owned or operated by the city in the ROW that supports only wireless facilities.

*City* means the City of Bossier City, Louisiana.

*City council* means the city council of the City of Bossier City, Louisiana.

*City engineer* means the person appointed by the mayor as the manager to perform the responsibilities in this section.

*Collocate* means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning.

*Day* means calendar day.

*Fee* means a one-time charge.

*Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the city.

*Rate* means a recurring charge.

*Rights-of-way or ROW* means the area on, below, or above a roadway, highway, street, sidewalk, alley, or similar property, but not including a federal interstate highway, in the city.

*Small wireless facility* means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

*Utility pole* means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including city owned poles. Such term shall not include structures supporting only wireless facilities.

*Wireless facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup
power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.

*Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures, but that is not a wireless services provider.

*Wireless provider* means a wireless infrastructure provider or a wireless services provider.

*Wireless services* means any services, whether at a fixed location or mobile, provide using wireless facilities.

*Wireless services provider* means a person who provides wireless services.

*Wireless support structure* means a freestanding structure, such as a monopole, tower, either guyed or self-supporting; billboard; or, other existing or proposed structure designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

(c) **Permitted use; application and fees.**

(1) **Permitted use.** Collocation of a small cell facility or a new or modified utility pole or wireless support structure for the collocation of a small cell facility shall be a permitted use subject to the restrictions in subsection (e).

(2) **Permit required.** No person shall place a small wireless facility in the rights-of-way, without first filing a small wireless facility application and obtaining a permit therefore, except as otherwise provided in this chapter.

(3) **Permit application.** All small wireless facility applications for permits filed pursuant to this chapter shall be on a form, paper or electronic, provided by the city. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.

(4) **Application requirements.** The small wireless facility permit application shall be made by the wireless provider or its duly authorized representative and shall contain the following:

a. The applicant's name, address, telephone number, and e-mail address;

b. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.

c. A general description of the proposed work and the purposes and intent of the small wireless facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

d. A small wireless facility shall comply with all applicable codes.

(5) **Routine maintenance and replacement.** An application shall not be required for:

a. Routine maintenance; and

b. The replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight, and height.

(6) **Information updates.** Any amendment to information contained in a permit application shall be submitted in writing to the city within 30 days after the change necessitating the amendment.

(7) **Application fees.**

a. Unless otherwise provided by law, all applications for permits pursuant to this chapter shall be accompanied by a fee for actual, direct, and reasonable costs incurred by the city related to processing the application, but shall not exceed $500.00 each for each small wireless
facilities addressed in the application and $1,000.00 per application for each wireless support structure or attachment to a city owned pole.

b. The amount of the actual, direct, and reasonable costs for application fees shall not include costs incurred in a relation to third-party legal or engineering review of an application; or direct payments or reimbursement of third-party public right-of-way rates or fees charged on a contingency basis or under a result-based arrangement.

(d) Action on permit applications.

(1) Review of small cell facility applications.

a. The city shall review the application for a small wireless facility permit in light of its conformity with applicable regulations of this chapter, and shall issue a permit on nondiscriminatory terms and conditions subject to the following requirements:

1. Within ten days of receiving an application, the city must determine and notify the applicant whether the application is complete; or if an application is incomplete, the city must specifically identify the missing information.

2. Make its final decision to approve or deny the application within 60 days; and

3. Advise the applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based, and send the documentation to the applicant on or before the day the city denies the application. The applicant may cure the deficiencies identified by the city and resubmit the application within 30 days of the denial without paying an additional application fee. The city shall approve or deny the revised application within 30 days of receipt of the amended application. The subsequent review by the city shall be limited to the deficiencies cited in the original denial.

b. If the city fails to act on an application within the 60-day review period, the applicant may provide notice that the time period for acting has lapsed and the application is then deemed approved.

c. An applicant seeking to construct, modify or replace a network of small wireless facilities may, at the applicant’s discretion, file a consolidated application and receive a single permit for multiple small wireless facilities. Provided however, the city’s denial of any site or sites within a single application shall not affect other sites submitted in the same application. The city shall grant a permit for any and all sites in a single application that it does not deny subject to the requirements of this section.

(e) Small wireless facilities in the right of way; maximum height; other requirements.

(1) Maximum size of permitted use. Small wireless facilities, and new or modified utility poles and wireless support structures for the collocation of small wireless facilities may be placed in the rights-of-way as a permitted use subject to the following requirements:

a. Each new or modified utility pole or wireless support structure installed in the rights-of-way shall not exceed the greater of:

1. Ten feet above the tallest existing utility pole in the rights-of-way in place as of the effective date of this chapter located within 500 feet of the new pole; or,

2. Fifty feet above ground level.

b. New small wireless facilities in the rights-of-way shall not exceed the greater of:

1. More than ten feet above an existing utility pole or wireless support structure in the rights-of-way in place as of the effective date of this chapter; or

2. Above the height for a new utility pole or wireless support structure under subsection (d)(1)a.
(2) Zoning. Any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this section, shall be subject to applicable zoning requirements.

(3) Undergrounding provisions. Applicant shall comply with nondiscriminatory undergrounding requirements that prohibit electric utilities, telecommunications or cable providers from installing structures in the rights-of-way without prior zoning approval in areas zoned for single family residential use, provided such requirements shall not prohibit the replacement of existing structures.

(4) Location of small cell facilities. Applicant shall provide the latitude and longitude coordinates of each small cell facility.

(f) Effect of permit.

(1) Authority granted; no property right or other interest created. A permit from the city authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.

(2) Duration. No permit for construction issued under this chapter shall be valid for a period longer than 12 months unless construction has actually begun within that period and is thereafter diligently pursued to completion.

(g) Removal, relocation or modification of small wireless facility in the right of way.

(1) Notice. Within 90 days following written notice from the city, wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the city has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way.

(2) Emergency removal or relocation of facilities. The city retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the city shall notify the wireless provider and provide the wireless provider an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the wireless provider after cutting or removing a small wireless facility.

(3) Abandonment of facilities. Upon abandonment of a small wireless facility within the rights-of-way of the city, the wireless provider shall notify the city within 90 days. Following receipt of such notice the city may direct the wireless provider to remove all or any portion of the small wireless facility if the city or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

(h) Right-of-way rates.

(1) Annual rate. A wireless provider authorized to place small wireless facilities in the rights-of-way shall pay to the city compensation for use of the rights-of-way in the amount of $250.00 annually per small wireless facility.

(2) Cease payment. A wireless provider is authorized to remove its facilities from the rights-of-way upon providing the city with at least 30 days written notice and cease paying the city compensation for use of the rights-of-way after removal of its facilities.

(i) Attachment to city owned utility poles in the right of way.

(1) Annual rate. The rate to place a small wireless facility on a city owned pole in the right-of-way shall be $50.00 per year for all city owned poles in the rights-of-way. Such compensation together with the application fee and the rights-of-way fee specified in section 2-387 shall be the sole compensation that the wireless provider shall be required to pay the city.
(2) **Cease payment.** A wireless provider is authorized to remove its facilities from the rights-of-way upon providing the city with at least 30 days written notice and cease paying the city compensation for use of the rights-of-way after removal of its facilities.

(3) **Make-ready.** For city owned utility poles in the rights-of-way, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, within 60 days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within 60 days of written acceptance of the good faith estimate by the wireless provider.

(j) **Change of law.** In the event that any legislative, regulatory, judicial, or other action affects the rights of obligations of the parties or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right-of-way, that differ, in any material respect from the terms of this agreement ("new law"), then either party may, upon 30 days written notice, require that the terms of this agreement be renegotiated to conform to the new law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the new law requires retroactive application, in which case such new terms shall apply retroactively, as required by the new law. In the event that the parties are unable to agree upon new terms within 90 days after notice, then the rates contained in the new law shall apply from the 90th day forward until the negotiations are completed, or a party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

(Ord. No. 149-2017, 11-21-2017)
The following Ordinance offered and adopted:

ORDINANCE NO._______ OF 2021

AN ORDINANCE REVISING AND REPLACING CHAPTER 99, UTILITY AND PIPELINES, OF THE CODE OF ORDINANCES OF THE CITY OF BOSSIER CITY, LOUISIANA.

WHEREAS; the City of Bossier City is in need of protecting its infrastructure;

WHEREAS; the revisions and replacement of Chapter 99 are necessary to properly coordinate the installation of any pipeline and/or utility within the City of Bossier City regardless if said pipeline and/or utility is installed in a Louisiana Department of Transportation and Development Right-of-Way;

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the Bossier City Council does hereby adopt the attached revisions replacing Chapter 99, Utility and Pipelines of the Bossier City Code of Ordinances.

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

AYES:________________________
NAYS:________________________
ABSENT:______________________
ABSTAIN:______________________

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
# AGENDA ITEM FACT SHEET

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

<table>
<thead>
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<th>ORDER/RESOLUTION NO.</th>
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**TITLE:**

ADOPT AN ORDINANCE TO AMEND RESOLUTION NO. 19 OF 2021, REPORT OF RECONCILIATION FOR THE MELROSE AVE. AND PLANTATION DR. UTILITY EXTENSION PROJECT, ORDINANCE 71 OF 2019

**EXPLANATION OF PROPOSAL:**

This ordinance reconciles resolution No. 19 of 2021 surplus amount from $860,000.00 to $638,000.00.

**COST/BUDGET DATA:**

Ordinance 71/2019: Appropriated $2,000,000.00; Initial amount of reconciliation: $860,000.00

Ordinance 71/2019: Additional $22,000.00 utilized

Ordinance 138/2020: $200,000.00 from Ord.71/2019 surplus

Ordinance 71/2019; New amount of reconciliation: $638,000.00

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

**TIME**

Agenda Meeting.

**SPONSOR:**

Pamela M. Glorioso, C.A.O

**DATE:**

May 14, 2021

☐ NOTED ☐ RECOMMENDED BY:

Lorenz Walker, Mayor

**COUNCIL**

1st Reading May 18, 2021 2nd Reading June 1, 2021

**DATE TO BE PUT ON AGENDA:**

May 18, 2021
The following Ordinance offered and adopted:

RESOLUTION NO. _______ OF 2021

ADOPT AN ORDINANCE TO AMEND RESOLUTION NO. 19 OF 2021,
REPORT OF RECONCILIATION FOR THE MELROSE AVE. AND PLANTATION DR.
UTILITY EXTENSION PROJECT, ORDINANCE 71 OF 2019

WHEREAS; Ordinance No. 71 of 2019 appropriated $2,000,000.00 to come from the 2017 Sales Tax Revenue Bond; and
WHEREAS; the total project costs, left an initial surplus of funds in Ordinance 71 of 2019 of $860,000; and
WHEREAS; $22,000.00 of Ordinance No. 71 of 2019 funds were associated with engineering, inspection, and testing; and
WHEREAS; Ordinance 138 of 2020 utilized $200,000.00 of the $860,000.00 surplus reported in Resolution 19 of 2021 to support The Melrose Avenue to Plantation Drive Project and
WHEREAS; the surplus in Resolution No.19 of 2021 is now $638,000.00.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to amend Resolution No. 19 of 2021 as described, for the Melrose Ave. and Plantation Dr. Utility Extension Project, leaving a remaining surplus of $638,000.00 in Ordinance 71 of 2019 for this project.

The above and foregoing Report was read in full at open and legal session convened, was on motion of ____________, and seconded by ______________, and adopted on the 1ST, day of June, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
AGENDA ITEM FACT SHEET

TITLE:

AN ORDINANCE TO APPROPRIATE $36,067.91 FROM SEWER CAPITAL AND CONTINGENCY FUND TO BE USED TO SUPPLEMENT THE ALREADY APPROPRIATED $250,000.00 FROM ORDINANCE NO. 96 OF 2020 AIRLINE DRIVE AND MURPHY STREET EMERGENCY GRAVITY MAIN REPAIR

EXPLANATION OF PROPOSAL:
This report request the additional funding needed to complete the emergency project due to unforeseen subsurface conditions that resulted in additional equipment, labor, and time.

COST/BUDGET DATA:
Ordinance 96/2020: $250,000.00; Amount to supplement: $36,067.91; Total Project Cost: $286,067.97

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME

SPONSOR: Pamela M. Glorioso, C.A.O
DATE: May 14, 2021

RECOMMENDED BY
Lorenz Walker, Mayor

COUNCIL
May 18, 2021

DATE TO BE PUT ON AGENDA: First Reading
May 18, 2021 – Second Reading June 1, 2021
The following Ordinance offered and adopted:

ORDINANCE NO. _______ OF 2021

AN ORDINANCE TO APPROPRIATE $36,067.91 FROM SEWER CAPITAL AND CONTINGENCY FUND TO BE USED TO SUPPLEMENT THE ALREADY APPROPRIATED $250,000.00 FROM ORDINANCE NO. 96 OF 2020 AIRLINE DRIVE AND MURPHY STREET EMERGENCY GRAVITY MAIN REPAIR

WHEREAS; Ordinance No. 96 of 2020 appropriated $250,000.00 to come from the Sewer Capital and Contingency Fund; and

WHEREAS; unforeseen subsurface conditions resulted in additional equipment, labor, and time to make the necessary repair; and

WHEREAS; the total project costs, including design, inspection, testing, contract quantities and unforeseen subsurface conditions exceeds the appropriated $250,000.00 in the amount of $36,067.91

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, does hereby appropriate $36,067.91 from the Sewer Capital and Contingency Fund, to be used to supplement the already appropriated $250,000.00,

The above and foregoing Report was read in full at open and legal session convened, was on motion of __________________, and seconded by __________________, and adopted on the 13th, day of June, 2021, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

__________________________________________
David Montgomery, Jr., President

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

**TITLE:**
A RESOLUTION AUTHORIZING THE HIRING OF ONE POLICE JAILER FOR THE BOSSIER CITY POLICE DEPARTMENT.

**EXPLANATION OF PROPOSAL:**
Due to the retirement of one jail employee.

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting, May 18, 2021

**SPONSOR:** P.S. McWILLIAMS, CHIEF OF POLICE

**DATE:** 5/05/21

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

**COUNCIL DISTRICT:** N/A

**DATE TO BE PUT ON AGENDA:**
Agenda Meeting 5/11/21
Regular Meeting 5/18/21

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

RESOLUTION _____ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OF ONE POLICE JAILER FOR THE BOSSIER CITY POLICE DEPARTMENT.

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

WHEREAS, the hiring of one Police Jailer will allow all operations to continue, and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to proceed with the hiring 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, Jr., President

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

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**TITLE:**

A RESOLUTION RECOGNIZING MAY 22 OF EACH YEAR TO BE DESIGNATED AND KNOWN AS NATIONAL MARITIME DAY

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting,

**SPONSOR:**

James D. Hall, City Attorney

**DATE:** 5/6/21

**COUNCIL DISTRICT:** All

**DATE TO BE PUT ON COUNCIL MEETING:** 5/18/21

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

Resolution No. Of 2021

A RESOLUTION RECOGNIZING MAY 22 OF EACH YEAR TO BE DESIGNATED AND KNOWN AS NATIONAL MARITIME DAY

WHEREAS, on May 22, 1819, the steamship The Savannah set sail from Savannah, Georgia on the first successful transoceanic voyage under steam propulsion, thus making a material contribution to the advancement of ocean transportation; and

WHEREAS, on May 20, 1933, the Senate and House of Representatives of the United States of America in Congress assembled and approved that May 22 of each year shall be designated and known as National Maritime Day, and

WHEREAS, during WWII in what became the world’s largest sealift operation, more than 250,000 members of the American Merchant Marine served their country, with more than 6,700 giving their lives, hundreds being detained as prisoners of war and more than 800 ships being sunk or damaged, and

WHEREAS, waterways have enabled much of the commerce that has expanded America’s economy, sprouted cities near waterways and facilitated vast domestic and international commerce crucial to our economy today, and

WHEREAS, merchant mariners have served America with distinction throughout our history, but especially at critical moments of war and natural disaster, and

WHEREAS, the United States Merchant Marine and thousands of other workers in our Nation’s maritime industry continue to make immeasurable contributions to our economic strength and our ongoing efforts to build a more peaceful world, and

WHEREAS, the United States Merchant Marine also shepherds the safe passage of American goods, move exports to customers around the world, support the flow of domestic commerce on our maritime highways, strengthen our Nation’s economy, bolster job creation and, along with the transportation industry, employ Americans on ships and tugs, and in ports, like our Port of Shreveport Bossier, and
WHEREAS, it is the desire of the Caddo Bossier Parishes Port Commission to increase the awareness of the maritime industry within Caddo and Bossier Parishes and the State of Louisiana

NOW, THEREFORE BE IT RESOLVED THAT the CADDIO BOSSIER PARISHES PORT COMMISSION joins the President of the United States of America in proclaiming, May 22, 2021, as National Maritime Day and calls upon the citizens of Caddo and Bossier Parishes to celebrate this observance.

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.

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#### TITLE:
A resolution authorizing the hiring or promotion of an animal control officer I due to resignation and backfilling any position this may create for public works/animal control division

#### EXPLANATION OF PROPOSAL:
Samuel Shahriar will be promoted to animal control officer I due to a resignation leaving a full-time kennel helper I position vacant. Denise Hines will be promoted to full-time kennel helper.

#### COST/BUDGET DATA:
As approved in current year's budget

#### TIME DEADLINES:
Council Meeting, MAY 14, 2021

#### SPONSOR:
Pam Glorioso, Chief Administrative Officer

#### DATE:
May 13, 2021

#### RECOMMENDED BY:
Lorenz Walker, Mayor

#### COUNCIL DISTRICT:

#### DATE TO BE PUT ON AGENDA: 18 May, 2021

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

RESOLUTION ____ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF AN ANIMAL CONTROL OFFICER I DUE TO RESIGNATION AND BACKFILLING ANY POSITION THIS MAY CREATE FOR 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, an Animal Control Officer I position is vacant in the Public Works Animal Control Division due to a resignation;

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 Officer I position in the Public Works Animal Control Division due to a resignation and also backfill any positions this may create 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.

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**Title:**

A Resolution authorizing the hiring of a laborer I in the Public Works Streets and Drainage Division due to an internal Public Works Division transfer

**Explanation of Proposal:** To hire a laborer I in Public Works Streets and Drainage Division due to an internal divisional transfer. One of the employees transferred to the Street Sweeping and Grass Cutting Division from the Streets and Drainage Division and we need to fill the spot.

**Cost/Budget Data:**

As approved in current year's budget

**Time Deadlines:**

Council Meeting, **May, 18 2021**

**Sponsor:**

Pam Glorioso, Chief Administrative Officer

**Date:** May 13, 2021

**Recommended by:**

Lorenz Walker, Mayor

**Council District:**

**Date to be Put on Agenda:** 18 May, 2021

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

RESOLUTION Of 2021

A RESOLUTION AUTHORIZING THE HIRING OF A LABORER I IN THE PUBLIC WORKS STREETS AND DRAINAGE DIVISION DUE TO AN INTERNAL PUBLIC WORKS DIVISION TRANSFER

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 Laborer I position is vacant in the Public Works Streets and Drainage Division due to an internal Public Works Divisional transfer;

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 a Laborer I position in the Public Works Streets and Drainage Division due to an internal Public Works Division transfer.

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**

**TITLE:**

In Accordance with Louisiana Revised Statute 43:141; select Bossier Press Tribune as the City of Bossier City's Official Journal for a one year period effective June 1, 2021 through June 1, 2022

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting May 18, 2021

**SPONSOR:**

Pam Glorioso, CAO

**DATE:** 5-11-21

**NOTED** ☑ **RECOMMENDED BY:**

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** May 11, 2021

Revised July 30, 2013
AGENDA ITEM FACT SHEET

TITLE:
A RESOLUTION AUTHORIZING THE REPLACING OF A MECHANIC II IN THE CITY GARAGE.

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

TIME
Agenda Meeting.

SPONSOR:
Rodney Oar, Director of Garage

DATE: 5/13/21

COUNCIL

DATE TO BE PUT ON AGENDA:
5/18/21

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

Resolution No. ___ Of 2021

A RESOLUTION AUTHORIZING THE REPLACING OF A MECHANIC II IN THE CITY GARAGE.

WHEREAS, the position of Mechanic II has been vacated; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration can proceed with hiring or promoting 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, Jr., President

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

**TITLE:**
A RESOLUTION AUTHORIZING THE PROMOTION OF (1) ONE OFFICER TO SERGEANT, (3) THREE SERGEANTS TO LIEUTENANT AND (1) ONE LIEUTENANT TO CAPTAIN FOR THE BOSSIER CITY POLICE DEPARTMENT

**EXPLANATION OF PROPOSAL:**
PROMOTIONS:
Due to Retirement

**COST/BUDGET DATA:**

**TIME DEADLINES:**
Council Meeting, May 18, 2021

**SPONSOR:**
P.S. McWILLIAMS, CHIEF OF POLICE

**DATE:**
05-14-2021

**NOTED **

**RECOMMENDED BY:**
Lorenz Walker, Mayor

**COUNCIL DISTRICT:**
N/A

**DATE TO BE PUT ON AGENDA:**
Agenda Meeting May 18, 2021

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

RESOLUTION ____ OF 2021

A RESOLUTION AUTHORIZING THE PROMOTION OF (1) ONE OFFICER TO SERGEANT, (3) THREE SERGEANTS TO LIEUTENANT AND (1) ONE LIEUTENANT TO CAPTAIN 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 Promotions are due to Retirement

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
## City of Bossier City
### Revenue by Fund
#### April 2021

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>April 2021</th>
<th>April 2020</th>
<th>April 2021 YTD Actual</th>
<th>April 2021 YTD Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>General Fund</td>
<td>4,807,145</td>
<td>3,902,611</td>
<td>18,831,438</td>
<td>16,056,032</td>
</tr>
<tr>
<td>230</td>
<td>Civic Center Fund</td>
<td>17,274</td>
<td>0</td>
<td>38,069</td>
<td>58,736</td>
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<tr>
<td>235</td>
<td>Hotel Motel Taxes Fund</td>
<td>90,587</td>
<td>60,223</td>
<td>248,534</td>
<td>255,000</td>
</tr>
<tr>
<td>240</td>
<td>1991 Fire Improv &amp; Opera</td>
<td>290,351</td>
<td>206,118</td>
<td>1,003,811</td>
<td>897,760</td>
</tr>
<tr>
<td>250</td>
<td>1991 Jail &amp; Municipal Bld</td>
<td>155,096</td>
<td>110,204</td>
<td>522,276</td>
<td>520,668</td>
</tr>
<tr>
<td>260</td>
<td>1991 Streets &amp; Drainage</td>
<td>279,431</td>
<td>198,551</td>
<td>1,212,556</td>
<td>917,300</td>
</tr>
<tr>
<td>400</td>
<td>Sales Tax Capital Fund</td>
<td>704,705</td>
<td>194,276</td>
<td>3,144,957</td>
<td>2,571,664</td>
</tr>
<tr>
<td>410</td>
<td>Parkway Capital Fund</td>
<td>624,972</td>
<td>325,943</td>
<td>1,923,961</td>
<td>1,571,668</td>
</tr>
<tr>
<td>480</td>
<td>Riverboat Capital Fund</td>
<td>1,183,361</td>
<td>491,980</td>
<td>3,708,151</td>
<td>3,508,332</td>
</tr>
<tr>
<td>600</td>
<td>Water Fund</td>
<td>1,158,193</td>
<td>1,044,276</td>
<td>4,892,697</td>
<td>4,903,785</td>
</tr>
<tr>
<td>601</td>
<td>Sewer Fund</td>
<td>1,436,329</td>
<td>1,396,623</td>
<td>6,048,381</td>
<td>5,788,376</td>
</tr>
<tr>
<td>610</td>
<td>Emergency Medical Service</td>
<td>635,897</td>
<td>864,155</td>
<td>2,957,100</td>
<td>2,625,380</td>
</tr>
<tr>
<td>620</td>
<td>Public Service and Sanitation</td>
<td>543,504</td>
<td>513,510</td>
<td>2,193,029</td>
<td>2,169,044</td>
</tr>
<tr>
<td>625</td>
<td>Alternative Fuel Station Fund</td>
<td>48,345</td>
<td>30,060</td>
<td>196,958</td>
<td>156,708</td>
</tr>
<tr>
<td>800</td>
<td>Sales Tax Fund</td>
<td>14,183,705</td>
<td>10,320,985</td>
<td>48,890,143</td>
<td>39,333,332</td>
</tr>
<tr>
<td>810</td>
<td>Riverboat Gaming Trust</td>
<td>36,630</td>
<td>9,715</td>
<td>74,620</td>
<td>153,332</td>
</tr>
<tr>
<td>820</td>
<td>Public Safety &amp; Health Trust</td>
<td>13,677</td>
<td>(4,496)</td>
<td>29,886</td>
<td>103,332</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>26,209,203</strong></td>
<td><strong>19,664,733</strong></td>
<td><strong>95,916,566</strong></td>
<td><strong>81,590,449</strong></td>
</tr>
</tbody>
</table>

City of Bossier Sales Tax Collections - Cash Basis

- 18,105,813 (111%)

General Fund Sales Tax

- 8,236,096 (112%)

$3 CenturyLink Fee

- \( \)
## City of Bossier City

**Expenses by Fund**

**April 2021**

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>April 2021</th>
<th>April 2020</th>
<th>April 2021 YTD Actual</th>
<th>April 2021 YTD Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>General Fund</td>
<td>4,650,770</td>
<td>4,226,079</td>
<td>17,968,113</td>
<td>20,526,733</td>
</tr>
<tr>
<td>200</td>
<td>Metropolitan Planning Commission</td>
<td>66,412</td>
<td>49,851</td>
<td>207,133</td>
<td>226,052</td>
</tr>
<tr>
<td>230</td>
<td>Civic Center Fund</td>
<td>30,118</td>
<td>29,798</td>
<td>119,223</td>
<td>135,224</td>
</tr>
<tr>
<td>600</td>
<td>Water Fund</td>
<td>1,338,737</td>
<td>1,133,290</td>
<td>4,949,101</td>
<td>4,785,920</td>
</tr>
<tr>
<td>601</td>
<td>Sewer Fund</td>
<td>1,380,296</td>
<td>1,384,330</td>
<td>5,468,385</td>
<td>5,515,963</td>
</tr>
<tr>
<td>610</td>
<td>EMS Fund</td>
<td>548,118</td>
<td>710,758</td>
<td>2,167,869</td>
<td>2,625,396</td>
</tr>
<tr>
<td>620</td>
<td>Public Service and Sanitation</td>
<td>577,554</td>
<td>521,775</td>
<td>1,938,891</td>
<td>2,478,940</td>
</tr>
<tr>
<td>625</td>
<td>Alternative Fuel Station Fund</td>
<td>48,903</td>
<td>27,529</td>
<td>185,433</td>
<td>155,836</td>
</tr>
<tr>
<td>800</td>
<td>Sales Tax Fund</td>
<td>77,466</td>
<td>70,469</td>
<td>312,662</td>
<td>366,616</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8,718,374</strong></td>
<td><strong>8,153,879</strong></td>
<td></td>
<td><strong>33,316,810</strong></td>
<td><strong>36,816,680</strong></td>
</tr>
</tbody>
</table>

**MONTHLY FINANCIALS: 08802**
# COMPARATIVE REPORT

**TO:**

**FROM:**

**SUBJECT:**

Mayor Walker  
Bossier City - Parish Sales Tax Division  
Sales Tax Collection during April 2021

<table>
<thead>
<tr>
<th>End of Month Date</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/30/2021 Collections</td>
<td>$5,214,380</td>
<td></td>
</tr>
<tr>
<td>4/30/2020 Collections</td>
<td>$3,712,980</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$1,501,400</td>
<td>40.4%</td>
</tr>
<tr>
<td>4/30/2021 YTD Collections</td>
<td>$18,105,813</td>
<td></td>
</tr>
<tr>
<td>4/30/2020 YTD Collections</td>
<td>$17,140,952</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$964,861</td>
<td>5.6%</td>
</tr>
<tr>
<td>4/30/2021 Collections include state check of</td>
<td>$339,386</td>
<td></td>
</tr>
<tr>
<td>4/30/2020 Collections include state check of</td>
<td>$253,085</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$86,301</td>
<td>34.1%</td>
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<tr>
<td>4/30/2021 YTD Collections include state check of</td>
<td>$1,123,163</td>
<td></td>
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<tr>
<td>4/30/2020 YTD Collections include state check of</td>
<td>$1,044,291</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>$78,872</td>
<td>7.6%</td>
</tr>
</tbody>
</table>

April  
Audit Collections | $91,323 |  |
April  
Audit Collections YTD | $364,300 |  |
April  
Compliance Collections | $103,467 |  |
April  
Compliance Collections YTD | $792,499 |  |

THIS REPORT INCLUDES AMOUNTS FROM DMV CHECKS.
<table>
<thead>
<tr>
<th>Department Number</th>
<th>Department Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CITY COUNCIL</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>MUNICIPAL ADMINISTRATION</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>FINANCE DEPARTMENT</td>
<td>9</td>
</tr>
<tr>
<td>4</td>
<td>PURCHASING DEPARTMENT</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>PERSONNEL DEPARTMENT</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>CITY ATTORNEY</td>
<td>13</td>
</tr>
<tr>
<td>7</td>
<td>CITY COURT</td>
<td>14</td>
</tr>
<tr>
<td>8</td>
<td>CITY MARSHAL</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>COMMUNITY DEVELOPMENT</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>GARAGE</td>
<td>3</td>
</tr>
<tr>
<td>11</td>
<td>MUNICIPAL BUILDING</td>
<td>15</td>
</tr>
<tr>
<td>12</td>
<td>INFORMATION SERVICES</td>
<td>6</td>
</tr>
<tr>
<td>15</td>
<td>ENGINEERING DEPARTMENT</td>
<td>9</td>
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<tr>
<td>16</td>
<td>TRAFFIC ENGINEERING</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>PERMITS &amp; INSPECTIONS DEPARTMENT</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>POLICE DEPARTMENT</td>
<td>196</td>
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<td>21</td>
<td>FIRE DEPARTMENT</td>
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<td>25</td>
<td>PUBLIC WORKS</td>
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<td>26</td>
<td>STREET DEPARTMENT</td>
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<td>27</td>
<td>WASTE DISPOSAL DEPARTMENT</td>
<td>3</td>
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<tr>
<td>28</td>
<td>HERBICIDE/MOSQUITO CONTROL</td>
<td>14</td>
</tr>
<tr>
<td>29</td>
<td>STREET Sweeping &amp; Grass cutting</td>
<td>2</td>
</tr>
<tr>
<td>30</td>
<td>ANIMAL CONTROL</td>
<td>10</td>
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<tr>
<td>32</td>
<td>RECREATION DEPARTMENT</td>
<td>4</td>
</tr>
<tr>
<td>51</td>
<td>METROPOLITAN PLANNING COMMISSION</td>
<td>6</td>
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<tr>
<td>54</td>
<td>CIVIC CENTER</td>
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</tr>
<tr>
<td>61</td>
<td>WATER-ADMINISTRATIVE</td>
<td>2</td>
</tr>
<tr>
<td>63</td>
<td>WATER TREATMENT PLANT</td>
<td>14</td>
</tr>
<tr>
<td>64</td>
<td>WATER TRANSMISSION &amp; DISTRIBUTION</td>
<td>8</td>
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<tr>
<td>66</td>
<td>CUSTOMER SERVICE</td>
<td>7</td>
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<tr>
<td>72</td>
<td>RED RIVER WASTE WATER TREATMENT PLANT</td>
<td>17</td>
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<tr>
<td>73</td>
<td>SEWER-MAINTENANCE</td>
<td>8</td>
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<tr>
<td>74</td>
<td>SEWER-LIFT STATION</td>
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<td>75</td>
<td>NORTHEAST SEWER TREATMENT PLANT</td>
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<td>76</td>
<td>SEWER PRE-TREATMENT PLANT</td>
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</tr>
<tr>
<td>81</td>
<td>SALES TAX DEPARTMENT</td>
<td>12</td>
</tr>
<tr>
<td>Total:</td>
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<td>665</td>
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