<table>
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<tr>
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<th>CALL TO ORDER</th>
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<tbody>
<tr>
<td>II.</td>
<td>INVOCATION BY COUNCIL MEMBER JEFFERY DARBY</td>
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<td>III.</td>
<td>PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER THOMAS HARVEY</td>
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<td>IV.</td>
<td>ROLL CALL</td>
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<td>V.</td>
<td>ANNOUNCEMENT</td>
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<td>VI.</td>
<td>APPROVE MINUTES</td>
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<td>6 - 16</td>
<td>1. Approve Minutes of May 18, 2021, Regular Council meeting and dispense with the reading. <a href="#">Mmay18of2021</a></td>
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<td>VII.</td>
<td>APPROVE AGENDA</td>
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<td>VIII.</td>
<td>CEREMONIAL MATTERS/RECOGNITION OF GUESTS</td>
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<td>IX.</td>
<td>BIDS</td>
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<tr>
<td>17 - 20</td>
<td>1. Witness opening of Sealed Bids for BID #P21-07 Airline Water Tank Rehab &amp; Painting Project. <a href="#">Bids - P21-07 airline water tank rehab</a></td>
</tr>
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<td>21 - 27</td>
<td>2.</td>
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</table>
Witness opening of Sealed Bids for BID #P21-08 Citywide Street Improvements - Phase III

Bids - P21-08 Citywide Street Improvements


Bids - P21-09 Bigby Carriageway Drainage pump station

30 - 31  4. Witness opening of Sealed Bids for BID #P21-10 2021 Citywide Street Improvements- Phase IV

Bids - P21-10 Citywide Street improvements

X. UNFINISHED BUSINESS

32 - 33  1. Adopt 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.

(Final Reading) (Montgomery)

Ord field of dreams

34 - 45  2. Adopt an Ordinance revising and replacing Chapter 99, Utility and Pipelines, of the Code of Ordinances of the City of Bossier City, Louisiana.

(Final Reading) (Rauschenbach)

Ord revising section 99 Utility and pipelines


(Final Reading) (Glorioso)

Ord Melrose and Plantation Drive utility Extension

48 - 49  4. Adopt 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.

(Final Reading) (Glorioso)

Ord murphy gravity main repair

XI. NEW BUSINESS

50 - 57  1. Adopt Zoning Ordinance

(First and Final Reading)

(Favorable by MPC)

Petitioner: Jeff Raley, Raley and Associates

Location: 2250 Benton Road, Bossier City, Louisiana
Request: Zoning Amendment Change of a .54 acres more or less tract of land from B-2 (Limited Business) to B-3 (General Business) for an existing auto repair business

**Zoning Jeff Raley**

58 - 66  2. Adopt Zoning Ordinance
(First and Final Reading)
(Favorable by MPC)
Petitioner: QuikTrip Corporation
Location: 4344 East Texas Street, Bossier City, Louisiana
Request: Conditional Use approval for the sale of low content alcohol for off premise consumption at a convenience store.

**Zoning Quik Trip**

67 - 72  3. Introduce an Ordinance authorizing the sale of Lots 1, 2, 3 Swan Lake Subdivision, Unit #3 to Jack Skaggs to repurpose for commercial use for the Appraised Value pursuant to Louisiana R.S. 33:4712.
(First Reading) (Hall)
**Ord Sale Lots 1, 2, 3 Swan Lake Subdivision**

73 - 78  4. Introduce an Ordinance authorizing the sale of Tracts 1 & 2 Swan Lake Road to Jack Skaggs to repurpose for Commercial Use for the Appraised Value pursuant to Louisiana R.S. 33:4712.
(First Reading) (Hall)
**Ord sale Tracts 1 & 2 Swan Lake Road**

79 - 80  5. Introduce an Ordinance authorizing the sale of a 2006 Ferrara Inferno Pumper for Forty Eight Thousand Dollars ($48,000.00) to the City of Shreveport.
(First Reading) (Hall)
**Ord sale Fire pumper truck**

81 - 83  6. Introduce an Ordinance authorizing the hiring of two additional Traffic Control Technicians in the Traffic Engineering Division.
(First Reading) (Rauschenbach)
**Ord 2 new traffic control tech**

84 - 85  7. Introduce an Ordinance authorizing the hiring of a Dispatcher for Water/Sewer Maintenance Division in Public Utilities.
(First Reading) (Glorioso)
**Ord budget and hire dispatcher**

86 - 88  8. Introduce an Ordinance authorizing an increase the salary range of the Assistant Superintendent position in the Public Utilities Wastewater Treatment Division resulting in a net neutral change to the Operating Budget.
(First Reading) (Glorioso)
**Ord raising salary Assistant Superintendent**

89 - 91  9.
Adopt a Resolution honoring the City of Bossier City's favorite son Charles Elson "Buddy" Roemer, III.
(First and Final Reading) (Darby)
Res Gov. Roemer

92 - 100 10. Adopt a Resolution for the City of Bossier City to enter into the Lighting Agreement for I-20 Rehab (Pines Road to I-220), with the State of Louisiana Department of Transportation.
(First and Final Reading) (Rauschenbach)
Res Lighting Agreement State of Louisiana

101 - 113 11. Adopt a Resolution for the City of Bossier City to enter into the Intergovernmental Detour Agreement for the I-20 Rehab Project (Pines Road to I-220), with the State of Louisiana Department of Transportation.
(First and Final Reading) (Rauschenbach)
Res Detour agreement State of Louisiana

114 - 115 12. Adopt a Resolution authorizing one promotion from within and to backfill an Accountant II position due to a resignation in the Accounting Department, all within the existing budget.
(First and Final Reading) (Hall)
Res promotion Accounting Dept

(First and Final Reading) (Rauschenbach)
Res Traffic Control Tech

119 - 120 14. Adopt a Resolution authorizing the hiring of one (1) Police Officer for the Bossier City Police Department.
(First and Final Reading) (McWilliams)
Res hire police

121 - 122 15. Adopt a Resolution authorizing the hiring or promotion of a Utility Worker due to a promotion and backfilling any position this may create for the Lift Station Division in Public Utilities.
(First Reading) (Glorioso)
Res hire utility worker

123 - 124 16. 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

125 - 131 17. Adopt an Ordinance to declare that an emergency did exist in the City of Bossier City which affected, property, public health and safety due to the requirement to repair and replace a collapsed 24" Sewer Main located on Highway 80 at a cost of $676,000.00 to come from Sewer Capital &
Contingency Fund; and authorizes the City to enter into a contract with Pulley Construction, Inc. for Completion of work.
(First and Final Reading) (Glorioso)
Emerg Ord collapsed sewer main

XII. REPORTS

1. Alison Catarella-Michel - Urban Systems, Update on Traffic Signal Study
2. Pam Glorioso - Winter Storm Update

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 18, 2021 at 3:00 PM

Invocation was given by Council Member Scott Irwin

Pledge of Allegiance led by Council Member Timothy Larkin

Roll Call as follows:

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

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

City Clerk, Phyllis McGraw, read statement about decorum during meeting and public participation in the meeting.

By: Mr. William

Motion to approve Minutes of the May 4, 2021, Regular Meeting and dispense with the reading
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

By: Mr. Williams

Motion to delete item #12 under new business – 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.
Seconded by Mr. Irwin
Police Chief, Shane McWilliams questioned why. Council stated they wanted more information.
No further comment
Vote in favor of motion is unanimous

By: Mr. Irwin

Motion to approve agenda as amended.
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

Unfinished Business –

The following Ordinance offered and adopted:

Ordinance No. 48 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:
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); and

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 Mr. Don Williams, and seconded by Mr. Timothy Larkin, and adopted on the 18th, day of May, 2021 by the following vote:

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

David Montgomery, Jr., President
ORDINANCE NO. 49 OF 2021
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.

WHEREAS; Ordinance No. 93 of 2019 appropriated $1,400,000.00 to come from the Land Acquisition Fund to construct a Joint Public Safety Training Tower with a fire training simulator and active shooter training facility and

WHEREAS; the total project costs, including an increase in Contract price to J. Reed Construction via Change Order No. 1 in the amount of $27,626.00 left a surplus in funds of over $160,000.00 in Ordinance 93 of 2019; and

WHEREAS; fourteen (14) days were added to the contract via Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to adopt an Ordinance to amend the Construction Contract for an increase in price of $25,626.00 and an increase of fourteen (14) days, and there will be a surplus of over $160,000.00 in funding for this project as described.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of Mr. Don Williams, and seconded by Mr. Timothy Larkin, and adopted on the 18th, 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
NAYS: none
ABSENT: none
ABSTAIN: none

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

New Business -
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 on a motion by Mr. Don Williams and second by Mr. Timothy Larkin the vote thereon is as follows:

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

NAYS: none

ABSENT: none

ABSTAIN: none

_________________________________________________
David Montgomery, Jr., President

__________________________________________________
Phyllis McGraw, City Clerk
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)(l) 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,

R. Wood
Attorney

Enclosure

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

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

Motion to introduce an Ordinance revising and replacing Chapter 99, Utility and Pipelines, of the Code of Ordinances of the City of Bossier City, Louisiana.  
Seconded by Mr. Larkin  
No comment  
Vote in favor of motion is unanimous  
By: Mr. Harvey  

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

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

The following Resolution offered and adopted:  

RESOLUTION 37 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 Mr. Jeff Free, and seconded by Mr. Don Williams, and adopted on the 18th, day of May, 2021 by the following vote:
The following Resolution offered and adopted:

Resolution No. 38 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 CADD BOSIER 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 Mr. Jeff Free, and seconded by Mr. Scott Irwin, and adopted on the 18th 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
NAYS: none
ABSENT: none
ABSTAIN: none

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

The following Resolution offered and adopted:

RESOLUTION 39 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 Mr. Scott Irwin, and seconded by Mr. Timothy Larkin, and adopted on the 18th, 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
NAYS: none
ABSENT: none
ABSTAIN: none

____________________________
David Montgomery Jr, President
___________________________
Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 40 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 Mr. Jeffery Darby, and seconded by Mr. Timothy Larkin, and adopted on the 18th, 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
NAYS: none
Motion to 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.
Seconded by Mr. Larkin
No comment
Vote in favor of motion is unanimous

The following Resolution offered and adopted:

Resolution No. 41 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 Mr. Timothy Larkin, and seconded by Mr. Scott Irwin, and adopted on the 18th, 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
NAYS: none
ABSENT: none
ABSTAIN: none

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

Mr. Darby asked if the City could adopt a Resolution at the next meeting to honor Bossier resident former Governor Buddy Roemer in light of his passing. Resolution will be added on next agenda.

There being no further business to come before this Council, the meeting adjourned at
3:22 PM by Mr. Montgomery, Jr.

Respectfully submitted:

Phyllis McGraw
City Clerk
Publish: May 26, 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>ADOPT:</td>
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**TITLE:**

Witness opening of sealed bids for:

BID #P21-07 Airline Water Tank Rehab & Painting Project

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

FUND NAME: Hotel/Motel Tax Fund

ENGINEERS ESTIMATE: $1,855,000.00

ORD# 30 of 2021

**TIME DEADLINES:** Council Meeting June 1, 2021

**SPONSOR:**

Pam Glorioso, CAO

**DATE:** 5/11/21

☐ NOTED  ✓ RECOMMENDED BY: Lorenz Walker 05/11/2021

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** May 25, 2021

Revised July 30, 2013
City of Bossier City
Water Tank Rehabilitation and Painting Airline Drive
May 2021

City of Bossier City – Water Tank Rehabilitation and Painting Airline Drive

ADDENDUM NO. 1

DATE OF ADDENDUM: May 10, 2021

BID DATE: June 1, 2021

TO: Prospective Bidders

Bidders on the Project are hereby notified that this Addendum shall be attached to and made part of the above-named Contract Documents dated March 15, 2021.

The following items are issued to add to, to modify, and clarify the Contract Documents. The items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

Acknowledge receipt of the Addendum by inserting its number and date on page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

The State of Louisiana

FRANK W. TITUS
License No. 27981
PROFESSIONAL ENGINEER
CIVIL ENGINEER

05/10/2021

Frank W. Titus, P.E.
Manchac Consulting Group, Inc.
PART 1 GENERAL NOTES

1. The bid date has been revised. SEALED BIDS, electronic or paper, addressed to the Purchasing Agent of the City of Bossier City, will be received in the Purchasing Department located on the second floor of the Municipal Building, 620 Benton Road, Bossier City, Louisiana, until 2:30 P.M., June 1, 2021 for the Water Tank Rehabilitation and Painting Airline Drive.

2. The bid date has been revised to allow additional paint samples to be tested for their lead concentration.

3. Attached to this addendum is the sign in sheet showing the list of attendees from the pre-bid meeting held May 6, 2021 at 10:00 am.
CITY OF BOSSIER CITY, LA
Water Tank Rehabilitation and Painting Airline Drive

Mandatory PRE-BID MEETING SIGN IN SHEET
10:00 AM May 6th, 2021

LA R.S. 38:2212

“All prospective bidders shall be present at the beginning of the pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.”

<table>
<thead>
<tr>
<th>NAME</th>
<th>COMPANY</th>
<th>PHONE #</th>
<th>GC'S LICENSE NO.</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Tubbs</td>
<td>Harrison Paint Co</td>
<td>318-423-5209</td>
<td></td>
<td><a href="mailto:mtubbs@harrisonpaintco.com">mtubbs@harrisonpaintco.com</a></td>
</tr>
<tr>
<td>Bridget Hamlin</td>
<td>Harrison Paint Co/Carbolite</td>
<td>318-294-1774</td>
<td></td>
<td><a href="mailto:bhamlin@harrisonpaintco.com">bhamlin@harrisonpaintco.com</a></td>
</tr>
<tr>
<td>Jimmy Asher</td>
<td>Utility Services Co./Sunz</td>
<td>281-255-3541</td>
<td></td>
<td><a href="mailto:raid@sunz.com">raid@sunz.com</a></td>
</tr>
<tr>
<td>Rhonda Iviness</td>
<td>Classic Protective Coatings</td>
<td>713-233-6267</td>
<td></td>
<td><a href="mailto:jackie@classicprotective.coatings.com">jackie@classicprotective.coatings.com</a></td>
</tr>
<tr>
<td>Teddy Kein</td>
<td>Maguire Iron</td>
<td>113-319-6187</td>
<td></td>
<td><a href="mailto:Krein@maguireiron.com">Krein@maguireiron.com</a></td>
</tr>
<tr>
<td>Michael Better</td>
<td>Professional Application Serv.</td>
<td>318-617-6232</td>
<td></td>
<td><a href="mailto:Michael@PASIBR.com">Michael@PASIBR.com</a></td>
</tr>
<tr>
<td>Israel Torres</td>
<td>BLASTCO TX</td>
<td>281-802-9592</td>
<td></td>
<td><a href="mailto:Steve@blastco.com">Steve@blastco.com</a></td>
</tr>
<tr>
<td>Chinnery Morris</td>
<td>Southern Road &amp; Bridge erec.</td>
<td>724-940-5395</td>
<td></td>
<td>estimating@SouthernRoad&amp;Bridge.elec.com</td>
</tr>
<tr>
<td>Robert Loomis</td>
<td>TCS/INTEC</td>
<td>504-559-1517</td>
<td></td>
<td><a href="mailto:RJLoomis@bellSouth.net">RJLoomis@bellSouth.net</a></td>
</tr>
<tr>
<td>Irvin Olam</td>
<td>D &amp; M Tanks</td>
<td>817-709-5603</td>
<td></td>
<td><a href="mailto:iralam@dmtankllc.com">iralam@dmtankllc.com</a></td>
</tr>
<tr>
<td>Todd Thompson</td>
<td>Shreveport Communications</td>
<td>318-425-5917</td>
<td></td>
<td><a href="mailto:efaith@shreveport.com.net">efaith@shreveport.com.net</a></td>
</tr>
<tr>
<td></td>
<td>Manchac Consulting</td>
<td>725-202-4871</td>
<td></td>
<td><a href="mailto:+thompson@manchac.com">+thompson@manchac.com</a></td>
</tr>
</tbody>
</table>

Pre-bid Meeting delayed 10 mins due to Train Traffic. Start time 10:10 a.m.
AGENDA ITEM FACT SHEET

TITLE:
Witness opening of sealed bids for:
BID #P21-08 2021 Citywide Street Rehabilitation – Phase III

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

FUND NAME: 1991 & 2021 Streets and Drainage Fund
ENGINEERS ESTIMATE: $1,100,000.00
ORD# 144 of 2020

TIME DEADLINES: Council Meeting June 1, 2021

SPONSOR: Pam Glorioso, CAO

DATE TO BE PUT ON AGENDA: May 25, 2021

Revised July 30, 2013
City of Bossier City
2021 City Wide Street Improvements – Phase III
Bossier City Project No. P21-08
Addendum No. 3 – May 13, 2021

City of Bossier City – 2021 City Wide Street Improvements – Phase III

ADDENDUM NO. 3

DATE OF ADDENDUM: May 13, 2021
BID DATE: June 1, 2021

TO: Prospective Bidders

Bidders on the Project are hereby notified that this Addendum shall be attached to and made part of the above-named Contract Documents dated April 2021.

The following items are issued to add to, to modify, and clarify the Contract Documents. The items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

Acknowledge receipt of the Addendum by inserting its number and date on the Bid Form. Failure to do so may subject the bidder to disqualification.

Clinton C. Patrick, P.E., L.S.I.
City of Bossier City – Assistant City Engineer
Manchac Consulting Group, Inc.
City of Bossier City
2021 City Wide Street Improvements – Phase III
Bossier City Project No. P21-08
Addendum No. 3 – May 13, 2021

PART 1 GENERAL NOTES

1. The official project name shall be changed from 2021 City Wide Street Rehabilitation – Phase III to 2021 City Wide Street Improvements – Phase III.

2. The bid date has been revised. SEALED BIDS, electronic or paper, addressed to the Purchasing Agent of the City of Bossier City, will be received in the Purchasing Department located on the second floor of the Municipal Building, 620 Benton Road, Bossier City, Louisiana until 2:30 P.M., June 1, 2021 for the 2021 City Wide Street Improvements – Phase III.

PART 2 - CHANGES TO THE SPECIFICATIONS / CONTRACT DOCUMENTS

See attached revised Bid Bond.

PART 3 - CHANGES TO THE DRAWINGS

N/A

PART 4 - QUESTIONS AND ANSWERS

N/A

Page 2 of 2
CITY OF BOSSIER CITY BID FORM

BID BOND

(For a paper bid, one original required of all Bidders with Power of Attorney attached. For an electronic bid, an electronic bid bond or a paper bond will still be accepted if received before the bid opening.)

KNOW ALL MEN BY THESE PRESENTS:

That ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the City of Bossier in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its bid to the Obligee on a Contract for:

2021 CITY WIDE STREET IMPROVEMENTS – PHASE III

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

______________________________                  ________________________________
PRINCIPAL (BIDDER)                  SURETY

BY: ________________________________                  BY: ________________________________
AUTHORIZED OFFICER-OWNER-PARTNER                  AGENT OR ATTORNEY-IN-FACT (SEAL)

CITY OF BOSSIER CITY BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the City of Bossier in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

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THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its bid to the Obligee on a Contract for:

2021 CITY WIDE STREET IMPROVEMENTS – PHASE III

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

______________________________                  ________________________________
PRINCIPAL (BIDDER)                  SURETY

BY: ________________________________                  BY: ________________________________
AUTHORIZED OFFICER-OWNER-PARTNER                  AGENT OR ATTORNEY-IN-FACT (SEAL)

Page 24 of 131
City of Bossier City
2021 City Wide Street Improvements – Phase III
Bossier City Project No. P21-08
Addendum No. 3 – May 13, 2021

City of Bossier City – 2021 City Wide Street Improvements – Phase III

ADDENDUM NO. 3

DATE OF ADDENDUM: May 13, 2021

BID DATE: June 1, 2021

TO: Prospective Bidders

Bidders on the Project are hereby notified that this Addendum shall be attached to and made part of the above-named Contract Documents dated April 2021.

The following items are issued to add to, to modify, and clarify the Contract Documents. The items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

Acknowledge receipt of the Addendum by inserting its number and date on the Bid Form. Failure to do so may subject the bidder to disqualification.

Clinton C. Patrick, P.E., L.S.I.
City of Bossier City – Assistant City Engineer
Manchac Consulting Group, Inc.

Page 1 of 2
PART 1 GENERAL NOTES

1. The official project name shall be changed from 2021 City Wide Street Rehabilitation – Phase III to 2021 City Wide Street Improvements – Phase III.

2. The bid date has been revised. SEALED BIDS, electronic or paper, addressed to the Purchasing Agent of the City of Bossier City, will be received in the Purchasing Department located on the second floor of the Municipal Building, 620 Benton Road, Bossier City, Louisiana until 2:30 P.M., June 3, 2021 for the 2021 City Wide Street Improvements – Phase III.

PART 2 - CHANGES TO THE SPECIFICATIONS / CONTRACT DOCUMENTS

See attached revised Bid Bond.

PART 3 - CHANGES TO THE DRAWINGS

N/A

PART 4 - QUESTIONS AND ANSWERS

N/A
CITY OF BOSSIER CITY BID FORM

BID BOND

(For a paper bid, one original required of all Bidders with Power of Attorney attached. For an electronic bid, an electronic bid bond or a paper bond will still be accepted if received before the bid opening)

KNOW ALL MEN BY THESE PRESENTS:

That____________________ of____________________, as Principal, and____________________, as Surety, are held and firmly bound unto the City of Bossier in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its bid to the Obligee on a Contract for:

2021 CITY WIDE STREET IMPROVEMENTS – PHASE III

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER) SURETY

BY:____________________ BY:____________________
AUTHORIZED OFFICER-OWNER-PARTNER AGENT OR ATTORNEY-IN-FACT (SEAL)

C3
### TITLE:

Witness opening of sealed bids for:

BID #P21-09 Walter O. Bigby Carriageway Drainage Pump Station Project

### EXPLANATION OF PROPOSAL:

**COST/BUDGET DATA:**

**FUND NAME:** W.O.B. Carriageway Fund

**ENGINEERS ESTIMATE:** $3,900,000.00

**ORD# 39 of 2021**

### TIME DEADLINES:

**Council Meeting June 1, 2021**

**SPONSOR:** Pam Glorioso, CAO

**DATE:** 4/25/21

**RECOMMENDED BY:**

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** May 25, 2021

Revised July 30, 2013
LEGAL NOTICE TO BIDDERS
BID # P21-09
WALTER O. BIGBY CARRIAGeway DRAINAGE PUMP STATION

SEALED BIDS, electronic or paper, addressed to the Purchasing Agent of the City of Bossier City, will be received in the Purchasing Department located on the second floor of the Municipal Building, 620 Benton Road, Bossier City, Louisiana, until 2:30 P.M., June 1st, 2021 for the Walter O. Bigby Carriageway Drainage Pump Station Project. This project generally consists of, but is not limited to, construction of a new drainage pump station, effluent force mains, influent gravity pipe, and civil/site work.

The bids will be publicly opened and read aloud at 3:00 p.m. before the City Council in the Council Chambers during a regularly scheduled meeting.

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

Specifications, Plans, and Contract Documents shall be obtained from the office of the Engineer, 10542 S. Glenstone Place, Baton Rouge, LA 70810 for $100.00, made out to Atakapa Services, LLC. Any questions pertaining to this project should be emailed to Chris LaCroix, P.E at elacroix@atakapaservices.com

A Mandatory Pre-Bid Conference is scheduled for 10:00 A.M., May 20th, 2021, at the Bossier City Public Works Headquarters located at 3223 Old Shed Road in Bossier City, Louisiana.

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

All Bidders will be required to submit the Attestation Form (Section 00420) and the Non-Collusive and Non-Solicitation Affidavit (Section 00480) before the bid opening or within ten days after the bid opening. These documents can be mailed, faxed, or e-mailed but must not be submitted in same envelope with the bid.

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

The successful bidder will agree to commence the work under this contract on or before a date to be specified in the Notice to Proceed and fully complete the project within two hundred forty (240) calendar days. Bidders will pay liquidated damages, the sum of $1500 for each consecutive calendar day thereafter.

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

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

LILLIANA GARCIA, PURCHASING AGENT
CITY OF BOSSIER CITY, LOUISIANA
AGENDA ITEM FACT SHEET

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

<table>
<thead>
<tr>
<th>ORD./RESOL. NO.</th>
<th>INTRO:</th>
<th>NOT:</th>
<th>ADOPT:</th>
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<tr>
<th>TITLE:</th>
<th>Witness opening of sealed bids for:</th>
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<tr>
<td>BID #:</td>
<td>P21-10 2021 Citywide Street Rehabilitation – Phase IV</td>
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<th>EXPLANATION OF PROPOSAL:</th>
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<td>FUND NAME: 1991 &amp; 2021 Streets and Drainage Fund</td>
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<tr>
<td>ENGINEERS ESTIMATE: $ 600,000.00</td>
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<th>TIME DEADLINES:</th>
<th>Council Meeting June 1, 2021</th>
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<tr>
<th>SPONSOR:</th>
<th>Pam Glorioso, CAO</th>
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<td>DATE:</td>
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<tr>
<th>NOTED</th>
<th>RECOMMENDED BY:</th>
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<tr>
<td></td>
<td>Lorenz Walker</td>
<td>Mayor</td>
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<th>COUNCIL DISTRICT:</th>
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<th>DATE TO BE PUT ON AGENDA:</th>
<th>May 25, 2021</th>
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Revised July 30, 2013
Notice is hereby given that the Purchasing Department of the City of Bossier City, Municipal Complex, 620 Benton Road, Bossier City, Louisiana, will receive sealed bids until 2:30 p.m., Tuesday, June 1, 2021, for 2021 Citywide Street Rehabilitation - Phase IV. Bids will then be publicly opened and read aloud in the Council Chambers at 3:00 p.m.

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

Specifications, Plans, and Contract Documents may be obtained from the City of Bossier City Purchasing Department for $50.00.

There will be a Mandatory Pre-Bid Meeting held on Tuesday, May 25, 2021, at 10:30 A.M. at the Bossier City Civic Center- Barksdale Room 2nd Floor, located at 620 Benton Road, Bossier City, LA 71111.

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

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

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

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

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

Lilliana Garcia
Purchasing Agent
City of Bossier City, Louisiana

Advertise: May 5, 12 & 19, 2021
Bossier Press Tribune
**AGENDA ITEM FACT SHEET**

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

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**TITLE:**

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:**

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting, 5/18/21

**SPONSOR:** ___________________________  **DATE:** 5/10/21

David Montgomery, Jr., City Council Member

**RECOMMENDED BY:**

Lorenz Walker, Mayor

☐ NOTED  **COUNCIL DISTRICT:** All

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

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
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

SPONSOR: Ben Rauschenbach, City Engineer

DATE: 10 May 2021

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 or the State 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 located within the city limits of Bossier City, the city may repair or restore such damage at the expense of the public utility, common carrier or natural gas transporter, and shall have the right to recover the cost thereof from such public utility, common carrier or natural gas transporter.
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;
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;

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);

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

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;

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 90 th 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

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:

DATE:
May 14, 2021

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

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:**

AN ORDINANCE TO APPROPRIATE $36,067.91 FROM SEWER CAPTIAL AND CONTIGENCY 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**

Agenda Meeting

**SPONSOR:**

Pamela M. Glorioso, C.A.O

**DATE:**

May 14, 2021

☐ NOTED ☑ 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
May 11, 2021

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

Dear Mayor Walker:

At a Regular Meeting of the Bossier City-Parish Metropolitan Planning Commission held on Monday, May 10, 2021, the Commission took action on the following cases, and we now forward it to the City Council for the necessary actions:

FAVORABLE - **C-12-21** — The application of Jeff Raley, Raley and Associates, for a Zoning Amendment to change the zoning classification of a tract of land from B-2 (Limited Business) to B-3 (General Business) being .54 acres more or less, located at 2250 Benton Road, Bossier City, Louisiana for an existing auto repair business. (City Council District 5) (Police Jury District 7)

FAVORABLE - **C-19-21** — The application of QuikTrip Corporation for a Conditional Use Approval for the sale of low content alcohol for off premise consumption at a convenience store located at 4344 East Texas Street, Bossier City, Louisiana. (City Council District 4) (Police Jury District 7)

If you have any questions, please contact our office.

Thank you,

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

May 10, 2021
2:00 P.M.

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

FROM: Daniel Besinaiz, Assistant Planner

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

PRESENTER: APPLICANT: Jeff Raley

ITEM: C-12-21 – The application of Jeff Raley, Raley and Associates, for a Zoning Amendment to change the zoning classification of a tract of land from B-2 (Limited Business) to B-3 (General Business) being .54 acres more or less, located at 2250 Benton Road, Bossier City, Louisiana for an existing auto repair business. (City Council District 5) (Police Jury District 7)

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

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

APPLICATION CONTACT INFORMATION:

OWNER/APPLICANT: Jeff Raley
Raley and Associates, Inc.
4913 Shed Road
Bossier City, LA 71111

I. APPLICATION SUBMITTAL DATE: March 22, 2021

II. PROJECT NAME:

Zoning Amendment for Benton Road Auto Repair
III. **LOCATION:**

The project is located at 2250 Benton Road, Bossier City, LA 71111.

IV. **BACKGROUND**

The applicant is requesting a zoning amendment for a tract of land being 0.535 acres, more or less, from B-2 (Limited Business) to B-3 (General Business) to conform the tract to the surrounding tracts.

V. **PHYSICAL CONDITIONS:**

Benton Road Auto Repair is located on the property.

VI. **UNRESOLVED ISSUES:**

There are no irresolvable issues at this time.

VII. **PLANNING ANALYSIS:**

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

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

   *Future Land Use Plan:* Designates this area as Residential Mixed Use.

   *Thoroughfare Plan:* This lot can be accessed from Benton Road, a major arterial.

2. **ZONING:**

   The following zoning issues are relative to this request:

   *Zoning District:* B-3 General Business (Proposed)

   **Base Zoning District Requirements:**
   - Minimum Lots Size: None
   - Maximum Height: 2 stories or 35', whichever is less
   - Yard requirements: 50' Front, 10' Side, 25' Rear
Ms. Carlotta Askew-Brown  
Bossier Metropolitan Planning Commission  
620 Benton Road  
Bossier City, LA 71111  

Re: Benton Road Auto Repair  
2250 Benton Road  
Bossier City, LA  
Rezoning Request  

Dear Ms. Askew-Brown,  

Our client, Scotto Properties, LLC, would like to bring his one tract into conformity with his other tracts. This tract is still B-2 and his others are B-3. I have attached the application and exhibits. We are requesting to rezone this property from B-2 to B-3.  

If you have any questions, feel free to call.  

Sincerely,  

Jeff Raley  
Professional Engineer  
Professional Land Surveyor  

Attachments
Tract 2

Begin at the NW corner of the Ralph Brandon Tract, thence N 10 deg 45 min W along E line of Benton Road 125 feet; thence N 79 deg 15 min E 186 ft; thence S 10 deg 45 min E 125 ft; thence S 79 deg 15 min W 186 ft to point of beginning, Section 21, Township 18 North, Range 13 West, Bossier Parish, Louisiana. Municipal address 2250 Benton Road, Bossier City, LA, Assessment No. 137004 Bossier Parish.

LEGAL DESCRIPTION
The following ordinance offered and adopted:

ORDINANCE NO. ______ OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 133 OF 2018, BY CHANGING THE ZONING CLASSIFICATION FROM B-2 (LIMITED BUSINESS) TO B-3 (GENERAL BUSINESS) ON A CERTAIN TRACT OF LAND LOCATED AT 2250 BENTON ROAD, BOSSIER CITY, LOUISIANA.

SECTION 1. BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that Ordinance No. 133 of 2018 of the City Council of the City of Bossier City, Louisiana, is hereby amended to provide that the zoning classification is hereby changed from B-2 (Limited Business) to B-3 (General Business) for the following:

Begin at the NW corner of the Ralph Brandon Tract, thence N 10 deg 45 min W along E line of Benton Road 125 feet; thence N 79 deg 15 min E 186 ft; thence S 10 deg 45 min E 125 ft; thence S 79 deg 15 min W 186 ft to point of beginning, Section 21, Township 18 North, Range 13 West, Bossier Parish, Louisiana.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

______________________________
DAVID MONTGOMERY, PRESIDENT

______________________________
PHYLLIS MCGRAW, CITY CLERK

C-12-21
May 11, 2021

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

Dear Mayor Walker:

At a Regular Meeting of the Bossier City-Parish Metropolitan Planning Commission held on Monday, May 10, 2021, the Commission took action on the following cases, and we now forward it to the City Council for the necessary actions:

**FAVORABLE** - **C-12-21** — The application of Jeff Raley, Raley and Associates, for a Zoning Amendment to change the zoning classification of a tract of land from B-2 (Limited Business) to B-3 (General Business) being .54 acres more or less, located at 2250 Benton Road, Bossier City, Louisiana for an existing auto repair business. (City Council District 5) (Police Jury District 7)

**FAVORABLE** - **C-19-21** — The application of QuikTrip Corporation for a Conditional Use Approval for the sale of low content alcohol for off premise consumption at a convenience store located at 4344 East Texas Street, Bossier City, Louisiana. (City Council District 4) (Police Jury District 7)

If you have any questions, please contact our office.

Thank you,

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

May 10, 2021
2:00 P.M.

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

FROM: Daniel Besinaiz, Assistant Planner

THROUGH: Carlotta Askew Brown, Executive Director of Bossier MPC

PRESENTER: 
APPLICANT: John Pimentel

ITEM C-19-21 – The application of QuikTrip Corporation for a Conditional Use Approval for the sale of low content alcohol for off premise consumption at a convenience store located at 4344 East Texas Street, Bossier City, Louisiana. (City Council District 4) (Police Jury District 7)

APPLICATION CONTACT INFORMATION:

OWNER/APPLICANT: John Pimentel
QuikTrip Corporation
1120 N. Industrial Blvd.
Euless, TX 76039

APPLICATION SUBMITTAL DATE: April 20, 2021

PROJECT NAME:
Conditional Use Approval for QuickTrip Corporation Store 7223
III. **LOCATION:**

This project is located at 4344 E. Texas St., Bossier City, LA 71111. (southwest corner of E. Texas St. and Industrial Dr.)

IV. **BACKGROUND INFORMATION:**

The applicant is requesting Conditional Use Approval for off-premise consumption of low content alcohol at a truck stop/gas station convenience store called QuickTrip.

**Hours of Operation:**

Sun-Sat: 24 hours

The property is over 300' from the nearest church, school, daycare, or public park.

V. **PHYSICAL CONDITIONS:**

The property is currently under construction.

VI. **UNRESOLVED ISSUES:**

There are no irresolvable issues at this time.

VII. **PLANNING ANALYSIS:**

Approval of the application requires that the applicant comply with all code requirements of the MPC.

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

**Future Land Use Plan:** Designates this area as Commercial Area.

**Thoroughfare Plan:** This property can be accessed from E. Texas St., a major arterial.

2. **ZONING:**

The following zoning issues are relative to this request:

**Zoning District:** B-5 Interchange Business

**Base Zoning District Requirements:**

- Minimum lot area: None
- Height Maximum: 2 stories or 35', whichever is less.
- Yard requirements: 50' Front, 20' Side, 25' Rear
Adjacent Zoning:

<table>
<thead>
<tr>
<th></th>
<th>Zoning</th>
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<tbody>
<tr>
<td>North</td>
<td>E. Texas St.</td>
</tr>
<tr>
<td>South</td>
<td>I-20</td>
</tr>
<tr>
<td>East</td>
<td>Industrial Dr.</td>
</tr>
<tr>
<td>West</td>
<td>A-1 Air Base Buffer – North; I-1 Light Industrial</td>
</tr>
</tbody>
</table>

3. **AIR INSTALLATION COMPATIBLE USE ZONE:**

   Outside all noise contours.

4. **UTILITIES:**

   City Utilities

VIII. **ATTACHMENTS:**

   - Vicinity Map
   - Site Plan
   - Floor Plan
   - Building Elevations
BOSSIER CITY–PARISH
METROPOLITAN PLANNING COMMISSION
620 Benton Rd.
Bossier City, LA 71111
Phone: 318-741-8824 Fax: 318-741-8827

CONDITIONAL USE – ALCOHOL

Project Information
Business Name: QuikTrip Corporation Store 7223
Address(es) of subject property: 4300 Industrial Drive Ext./4344 E. Texas St. Bossier City, Louisiana

Type of Business: (Circle one) Restaurant Bar/Lounge Brewpub Liquor Store Other: Travel Center

Alcohol Request: (Check all that apply) Beer x Wine x Liquor

Consumption shall be: (Circle one) On-Premise Consumption or Off-Premise Consumption

Legal Description (attach separate sheet if necessary)
Please see attached sheet

Current Zoning: B-5

Proposed/Hours of Operation: 24 hours

Present or Last Known Use: Undeveloped Land

APPLICANT
Name: John Pimentel - real Estate Project Manager
Company: QuikTrip Corporation
Address: 1120 N. Industrial Blvd.
City/State/Zip: Euless, TX 76039
Phone: (817) 786-3192 Fax: (817) 858-0213

CONTACT PERSON
Name: William Bradford - Attorney
Address: 333 Texas St., Suite 700
City/State/Zip: Shreveport, LA 71101
Phone: (318) 426-1138 Alternate Phone: (318) 934-0227 Fax: (318) 227-2967
Email: wbradford@bwor.com

PROPERTY OWNER
Name: QuikTrip Corporation
Address: 1120 N. Industrial Blvd.
City/State/Zip: Euless, TX 76039
Phone: (817) 786-3192

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

applicant(s) signature
Print Name
Date

Property Owner(s) signature
Print Name
Date

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

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

John Pimentel
Print Name
3/15/21
Date
The following ordinance offered and adopted:

ORDINANCE NO. __________ OF 2021

AN ORDINANCE APPROVING A CONDITIONAL USE FOR THE SALE OF LOW CONTENT ALCOHOL FOR OFF PREMISE CONSUMPTION AT A CONVENIENCE STORE LOCATED AT 4344 EAST TEXAS STREET, BOSSIER CITY, LOUISIANA.

WHEREAS; John Pimentel, QuikTrip Corporation, has applied to the Bossier City-Parish Metropolitan Planning Commission for Conditional Use Approval for the retail sale of low content alcohol, for off premise consumption, at a convenience store located at 4344 East Texas Street, Bossier City, LA 71111; and

WHEREAS; a public hearing for the Conditional Use application was held on May 10, 2021; and

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

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

SECTION 1. That the Conditional Use for retail sales of low content alcohol for off premise consumption at 4344 East Texas Street, Bossier City, Louisiana is hereby approved.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

________________________, PRESIDENT
________________________, CITY CLERK

C-19-21
AGENDA ITEM FACT SHEET

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

TITLE:

AN ORDINANCE AUTHORIZING THE SALE OF LOTS 1, 2, 3 SWAN LAKE SUBDIVISION, UNIT # 3
TO JACK SKAGGS TO REPURPOSE FOR COMMERCIAL USE FOR THE APPRAISED VALUE
PURSUANT TO LOUISIANA R.S. 33:4712

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME Agenda Meeting.

SPONSOR: Jimmy Hall, City Attorney

DATE: 5/26/21

RECOMMENDED BY

Lorenz Walker, Mayor

COUNCIL

DATE TO BE PUT ON AGENDA:

6/1/21

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

Ordinance No.____ Of 2021

AN ORDINANCE AUTHORIZING THE SALE OF LOTS 1, 2, 3 SWAN LAKE SUBDIVISION, UNIT #3 TO JACK SKAGGS TO REPURPOSE FOR COMMERCIAL USE FOR THE APPRAISED VALUE PURSUANT TO LOUISIANA R.S. 33:4712

WHEREAS, the City of Bossier City owns Lots 1, 2, 3 Swan Lake Subdivision, Unit #3, located at the Southeast Corner of Swan Lake Road and O'Keefe Street in Bossier City, Louisiana; and

WHEREAS, the referenced property has been appraised by David Volentine, MAI and the market value of the subject property as of April 22, 2021 is ELEVEN THOUSAND AND NO/100 ($11,000.00) for Lot 1, THREE THOUSAND AND NO/100 ($3,000.00) for Lot 2 and ONE THOUSAND THREE HUNDRED AND NO/100 ($1,300.00) for Lot 3; and

WHEREAS, Jack Skaggs proposes to use the property to expand his internet sales business that could evolve into a store front business in the future; and

WHEREAS, this will be a commercial grade building which will meet the current codes and ordinances of Bossier City and will put the property back on the tax roll; and

WHEREAS, Jack Skaggs shall be responsible for all costs including advertising costs, closing costs, and recording fees that are required to complete the transfer of the property; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that the City of Bossier City, after due notice intends to transfer said property pursuant to the provisions of La. R.S. 33:4712 in consideration of the economic benefit created as a result of the said transfer; and

BE IT FURTHER ORDAINED, that this ordinance will be on file in the office of the Bossier City Council Clerk for public inspection and it constitutes the entirety of the contract between Jack Skaggs; and

BE IT FURTHER ORDAINED, that any and all objections to said transaction shall be filed in the office of the Bossier City Council Clerk, prior to July 6, 2021 at 3:00 P.M. before the second reading of this ordinance and/or by appearing at the Bossier City Council meeting at which this ordinance will be considered for adoption.
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
May 18, 2021

Mr. Jimmy Hall
Bossier City Attorney
620 Benton Rd
Bossier City, LA 71111

RE: Purchase of Lots 1, 2, 3, Swan Lake Subdivision #3 to repurpose for commercial use.

Mr. Hall,

I am writing you and the representatives of the City of Bossier City to consider selling me lots 1, 2, 3, of Swan Lake Subdivision #3 for the purpose of Business use. I plan to expand my Internet sales business and could evolve into a store front business in the future. I intend on building a Commercial building which meets the current codes and ordinances of Bossier City, which will put the property back on the tax roll.

While considering my request, please take a few things into account. Lot 1 is the only lot that has enough space to build a structure on once all setbacks are met. Lot 2 potentially could be used for parking, but has an electric pole in the middle of it. I contacted SWEPCO on a cost to relocate the pole and was given a bid of $25,000. Lot 3, under a commercial zoning would have no use once current setbacks are considered, but I do understand the city would not want to maintain a lot that you may sell the contiguous lots to. On a positive note, the lots currently sit in a Federal Opportunity Zone. If the City is willing to sell these properties, I do plan to do this development through an opportunity zone fund.

Thank you for your consideration,

Bump Skaggs
318-518-6763
**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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<td>NOT:</td>
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<td>ADOPT:</td>
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**TITLE:**

AN ORDINANCE AUTHORIZING THE SALE OF TRACTS 1 & 2 SWAN LAKE ROAD TO JACK SKAGGS TO REPURPOSE FOR COMMERCIAL USE FOR THE APPRAISED VALUE PURSUANT TO LOUISIANA R.S. 33:4712

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

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

**TIME**  
Agenda Meeting,

**SPONSOR:**  
Jimmy Hall, City Attorney

**DATE:**  
5/26/21

**NOTED**  
RECOMMENDED BY  
Lorenz Walker, Mayor

**COUNCIL**

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

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

Ordinance No. Of 2021

AN ORDINANCE AUTHORIZING THE SALE OF TRACTS 1 & 2 SWAN LAKE ROAD TO JACK SKAGGS TO REPURPOSE FOR COMMERCIAL USE FOR THE APPRAISED VALUE PURSUANT TO LOUISIANA R.S. 33:4712

WHEREAS, the City of Bossier City owns Tracts 1 & 2 Swan Lake Road, located on the West Side of Swan Lake Road, North of East Texas Street in Bossier City, Louisiana; and

WHEREAS, the referenced property has been appraised by David Volentine, MAI and the market value of the subject property as of April 22, 2021 is SIX THOUSAND THREE HUNDRED AND NO/100 ($6,300.00) for Tract 1 and THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ($13,500.00) for Tract 2; and

WHEREAS, Jack Skaggs proposes to use the property to build a multi-unit office/storage space to be leased to service industry type businesses; and

WHEREAS, this will be a commercial grade building which will meet the current codes and ordinances of Bossier City and will put the property back on the tax roll; and

WHEREAS, Jack Skaggs shall be responsible for all costs including advertising costs, closing costs, and recording fees that are required to complete the transfer of the property; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that the City of Bossier City, after due notice intends to transfer said property pursuant to the provisions of La. R.S. 33:4712 in consideration of the economic benefit created as a result of the said transfer; and

BE IT FURTHER ORDAINED, that this ordinance will be on file in the office of the Bossier City Council Clerk for public inspection and it constitutes the entirety of the contract between Jack Skaggs; and

BE IT FURTHER ORDAINED, that any and all objections to said transaction shall be filed in the office of the Bossier City Council Clerk, prior to July 6, 2021 at 3:00 P.M. before the second reading of this ordinance and/or by appearing at the Bossier City Council meeting at which this ordinance will be considered for adoption.
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
May 18, 2021

Mr. Jimmy Hall
Bossier City Attorney
620 Benton Rd
Bossier City, LA 71111

RE: Purchase of Tracts 1 & 2 Swan Lake Rd to repurpose for commercial use.

Mr. Hall,

I am writing you and the representatives of the City of Bossier City to consider selling me Tracts 1 & 2 Swan Lake Rd for the purpose of Business use. I plan to build a multi unit Office/Storage space to be leased to service industry type businesses. I intend on building a Commercial grade building which meets the current codes and ordinances of Bossier City, which will put the property back on the tax roll. The properties I am requesting to purchase sits in a Federal Opportunity Zone. If the City is willing to sell these properties, I do plan to do this development through an opportunity zone fund.

Thank you for your consideration,

Bump Skaggs
318-518-6763
AGENDA ITEM FACT SHEET

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

TITLE:

AN ORDINANCE AUTHORIZING THE SALE OF A 2006 FERRARA INFERNO PUMPER FOR FORTY EIGHT THOUSAND DOLLARS ($48,000.00) TO THE CITY OF SHREVEPORT

EXPLANATION OF PROPOSAL:

COST/BUDGET DATA:

IF ADD ON FOR REGULAR MEETING: Please state reason?

TIME  
Agenda Meeting,

SPONSOR:  
Jimmy Hall, City Attorney

DATE:  5/26/21

☐ NOTED ☑ RECOMMENDED BY  
Lorenz Walker, Mayor

COUNCIL

DATE TO BE PUT ON AGENDA:  6/1/21

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

Ordinance No. _____ Of 2021

AN ORDINANCE AUTHORIZING THE SALE OF A 2006 FERRARA INFERNO PUMPER FOR FORTY EIGHT THOUSAND DOLLARS ($48,000.00) TO THE CITY OF SHREVEPORT

WHEREAS, the Bossier City Fire Department has declared a 2006 Ferrara Inferno Pumper (VIN# 1F94542297H140412) surplus to the needs of the department; and

WHEREAS, the City of Shreveport desires to purchase the 2006 Ferrara Inferno Pumper (VIN# 1F94542297H140412) for the appraised value of forty eight thousand and no/100 ($48,000.00); and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council declares the 2006 Ferrara Inferno Pumper (VIN# 1F94542297H140412) surplus to the needs of the City; and

BE IT FURTHER ORDAINED, that the City of Shreveport is authorized to purchase the 2006 Ferrara Inferno Pumper (VIN# 1F94542297H140412) for the appraised value of $48,000.00.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
AGENDA ITEM FACT SHEET

TITLE:

AN ORDINANCE AUTHORIZING THE HIRING OF TWO ADDITIONAL TRAFFIC CONTROL TECHNICIANS IN THE TRAFFIC ENGINEERING DIVISION.

EXPLANATION OF PROPOSAL:

In working with the Traffic Engineering Division over the last year I have observed extreme efforts by the Traffic Engineering Division to respond to and keep up with signage maintenance throughout the City. With the current resources available to the Division, this effort is reactive and does not provide the ability to proactively respond to signage and traffic control needs that resulting from damaged signage and related appurtenance. We have considered subcontracting this effort out. However, the labor costs associated with this work do not justify the added expense.

This Ordinance proposes the establishment of a two (2) man signage crew that will use the entirety of their day working on placing new signage, inspecting existing signage, repairing signage, and maintaining the overall traffic signage system along with other traffic engineering maintenance responsibilities within the City of Bossier.

COST/BUDGET DATA:

These positions are currently unfunded within the Engineering Department. This Ordinance proposes a maximum hourly rate of $15.00 per hour per employee. This is expected to require an annual increase of $90,000 in the Traffic Engineering Division’s operating expenses for salary and related benefits. This expense will be figured into the 2022 Operating Budget.

The Traffic Engineering Division operating budget for 2021 will require a maximum rebudget of $45,000 to cover the additional personnel expenses through the end of the year.

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME

Regular Meeting.

SPONSOR

Benjamin C. Rauschenbach, City Engineer

DATE 5/26/21

☐ NOTED ☐ RECOMMENDED BY:

Lorenz Walker, Mayor

COUNCIL DISTRICT: N/A

JUNE 1, 2021 (FIRST READING)  JUNE 15, 2021 (FINAL READING)

DATE TO BE PUT ON AGENDA: November 10, 2020
The following Ordinance offered and adopted:

ORDINANCE NO. OF 2021
AN ORDINANCE AUTHORIZING THE HIRING OF TWO ADDITIONAL TRAFFIC CONTROL TECHNICIANS IN THE TRAFFIC ENGINEERING DIVISION.

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

WHEREAS; efforts by the Traffic Engineering Division to respond to and keep up with signage maintenance throughout the City are limited; and

WHEREAS; the current resources available to the Division limit proactive response to signage and traffic control needs resulting from damaged signage and related appurtenance; and

WHEREAS; subcontracting this effort has been considered, however, the labor costs associated with this work did not justify the added expense; and

WHEREAS; this Ordinance establishes a two (2) man crew daily working on placing new signage, inspecting existing signage, repairing signage, and maintaining the overall traffic signage system along with other traffic engineering maintenance responsibilities within the City of Bossier; and

WHEREAS; these positions are currently unfunded within the Engineering Department; and

WHEREAS; this Ordinance allows for a maximum hourly rate of $15.00 per hour per employee requiring an annual increase of $90,000 in the Traffic Engineering Division’s operating expenses for salary and related benefits; and

WHEREAS; this expense will be rebudgeted into the 2022 Operating Budget for the Traffic Engineering Division and the operating budget for 2021 will be rebudgeted to include $45,000 to cover the additional personnel expenses through the end of 2021; and

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the City Council of Bossier City, Louisiana, hereby authorize the Engineering Department to add two additional traffic control tech positions for signage and traffic maintenance needs, and to rebudget operational costs to make up the funding needed to fully fund these positions as described.

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 15th, day of June, 2021, by the following vote:
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 ON (1) DAY PRIOR TO AGENDA MEETING.

TITLE:

AN ORDINANCE AUTHORIZING THE HIRING OF A DISPATCHER FOR WATER/SEWER MAINTENANCE DIVISION IN PUBLIC UTILITIES

EXPLANATION OF PROPOSAL:

Replacing due to retirement and increased demand on the Public Utilities dispatch office post COVID-19.

COST/BUDGET DATA:

There was a need to reduce costs during COVID-19 and the vacant position wasn’t filled or budgeted for 2021. There has been a significant increase in demand for services as the pandemic is starting to wind down. The Water and Sewer Maintenance Division’s operating budget will require rebudgeting as required to fill this position. The proposed salary range for this position $35,000 to $41,000. The total personnel costs for this position, including retirement, medical, etc. shall be budgeted for $29,000.00 for the remainder of 2021 and a maximum of $61,500 will need to be budgeted in 2022 paid for by water revenues.

TIME DEADLINES: Council Meeting, May 27, 2021

SPONSOR: Pam Glorioso, CAO

DATE: 5-27-21

COUNCIL DISTRICT: N/A

DATE TO BE PUT ON AGENDA: 1st Reading - June 1, 2021 2nd Reading - June 15, 2021

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

ORDINANCE ___ OF 2021

A ORDINANCE AUTHORIZING THE HIRING OF A DISPATCHER FOR THE WATER/SEWER MAINTENANCE DIVISION IN PUBLIC UTILITIES.

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

WHEREAS, the position of Dispatcher is vacant due to retirement; and

WHEREAS, there was a need to reduce costs during COVID-19 and the vacant position wasn’t filled or budgeted for 2021; and

WHEREAS, there has been a significant increase in demand for services as the pandemic is starting to wind down; and

WHEREAS, the proposed salary range for this position will be $35,000 to $41,000; and

WHEREAS, the total personnel costs for this position, including retirement, medical, etc. shall be budgeted for $29,000.00 for the remainder of 2021 and a maximum of $61,500 shall be budgeted in 2022 paid for by water revenues.

WHEREAS, the Water and Sewer Maintenance Division’s operating budget will be re-budgeted as required to fill this position; 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 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:

______________________________, Council President

______________________________, City Clerk
TITLE:

AN ORDINANCE AUTHORIZING AN INCREASE THE SALARY RANGE OF THE ASSISTANT SUPERINTENDENT POSITION IN THE PUBLIC UTILITIES WASTEWATER TREATMENT DIVISION RESULTING IN A NET NEUTRAL CHANGE TO THE OPERATING BUDGET.

EXPLANATION OF PROPOSAL:

Ordinance 104 of 2020 authorized an increase in salary range for the Assistant Superintendent of Maintenance for the Public Utilities Wastewater Treatment Division from $38,000 to $55,000. When this change was made, the salary range for the Assistant Superintendent of the Northeast Wastewater Treatment Facility was not included. With the completion of extensive upgrades and process improvements to the Northeast Wastewater Treatment Facility including more stringent permitting requirements, the responsibilities of the Assistant Superintendent for the Northeast Wastewater Treatment Facility have increase. These responsibilities include the oversight and support for operational and process controls, oversight and support with the maintenance of all existing and new operating systems and mechanical equipment, and oversight and support in the upkeep of the computerized asset management system. The additional work required for this position justifies an increase from $45,323.58 to $52,000. Delays in filling open positions, staffing changes, and the inclusion of this Ordinance will result in a net neutral impact to the Wastewater Treatment Division when combining the personnel expenses of the Red River Wastewater Treatment Division and the Northeast Wastewater Treatment Division.

COST/BUDGET DATA:

The assistant superintendent increase in total employee cost, including benefits, of $8,222.00 will be offset by delays in filling open positions and staffing changes. Unused salary and related personnel expenses will be used as needed to make up the additional funds necessary to fully fund these positions with no impact to the 2021 operating budget.

IF ADD ON FOR REGULAR MEETING - Please state reason:

TIME  Regular Meeting.

SPONSOR  Pam Glorioso, Chief Administrative Officer

DATE June 1, 2021

NOTED  RECOMMENDED BY:  Lorena Walker, Mayor

COUNCIL DISTRICT: N/A  June 1, 2021 (First Reading)  June 15, 2021 (Final Reading)

DATE TO BE PUT ON AGENDA: June 1, 2021
The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2020

AN ORDINANCE AUTHORIZING AN INCREASE THE SALARY RANGE OF THE ASSISTANT SUPERINTENDENT POSITION IN THE PUBLIC UTILITIES WASTEWATER TREATMENT DIVISION RESULTING IN A NET NEUTRAL CHANGE TO THE OPERATING BUDGET.

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

WHEREAS; Ordinance No. 104 of 2020 authorized an increase in salary range for the Assistant Superintendent of Maintenance for the Public Utilities Wastewater Treatment Division from $38,000 to $55,000; and

WHEREAS; the completion of extensive upgrades and process improvements to the Northeast Wastewater Treatment Facility including more stringent permitting requirements has required an increase in the responsibilities of the Assistant Superintendent for the Northeast Wastewater Treatment Facility; and

WHEREAS; These responsibilities include the oversight and support for operational and process controls, oversight and support with the maintenance of all existing and new operating systems and mechanical equipment, and oversight and support in the upkeep of the computerized asset management system necessary for this position justifies an increase from $45,323.58 to $52,000; and

WHEREAS; implementation of this Ordinance will result in a net neutral impact to the Wastewater Treatment Division’s operating budget due to delays in filling open positions and staffing changes when combining the personnel expenses of the Red River Wastewater Treatment Division and the Northeast Wastewater Treatment Division.

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the City Council of Bossier City, Louisiana, that the Public Utilities Department is hereby authorized to increase the pay of the assistant superintendent of the Northeast Wastewater Treatment Facility by $8,222.00, and to utilize unused salary budgeted for the Wastewater Treatment Division as needed to fully fund this increase.

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 15th, day of June, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:
**AGENDA ITEM FACT SHEET**

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

**TITLE:**

A RESOLUTION HONORING THE CITY OF BOSSIER CITY’S FAVORITE SON CHARLES ELSON “BUDDY” ROEMER, III

**EXPLANATION OF PROPOSAL:**

**COST/BUDGET DATA:**

IF ADD ON FOR REGULAR MEETING: Please state reason?

<table>
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<td>Agenda Meeting,</td>
<td>5/24/21</td>
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<th>SPONSOR:</th>
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<td>Jeffery Darby, City Councilman</td>
<td>5/24/21</td>
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☐ NOTED  ☑ RECOMMENDED BY

Lorenz Walker, Mayor

**COUNCIL**

DATE TO BE PUT ON AGENDA:

6/1/21

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

Resolution No._____ Of 2021

A RESOLUTION HONORING THE CITY OF BOSSIER CITY’S FAVORITE SON CHARLES ELSON “BUDDY” ROEMER, III

WHEREAS, Buddy Roemer was born on October 4, 1943, the son of Charles Elson “Budgie” Roemer and the former Adeline McDade; and

WHEREAS, Buddy Roemer graduated valedictorian from Bossier High School in 1960, entering into Harvard University at the age of 16, and

WHEREAS, in 1964 Buddy Roemer graduated from Harvard College with a Bachelor of Arts degree in economics and in 1967 he received an MBA in finance from Harvard Business School, and

WHEREAS, after college, Buddy Roemer returned to Bossier Parish and founded a pioneering data processing company and later founded two banks, and

WHEREAS, Buddy Roemer was elected in 1972 as a delegate to the Louisiana Constitutional Convention held in 1973, and

WHEREAS, Buddy Roemer was elected to serve as the 4th congressional District Congressman in 1980 and was re-elected without opposition in 1982, 1984, and 1986; and

WHEREAS, Buddy Roemer started in the 1987 Louisiana Governor’s race as the longest of long shots, at 1% in the polls but his appeal directly to voters promising the “Roemer Revolution” led to his election to office at age 44; and

WHEREAS, Buddy Roemer entered the governor’s office on March 14, 1988 and within a year won legislative approval to raise teachers’ pay, enact a teacher evolution program and establish strict limits on how much big donors could give to political candidates, while helping pull Louisiana out of its worst financial crisis in years; and

WHEREAS, Buddy Roemer was a man of enormous intellect, incisive analytical skill, and tremendous wit, a combination reflected in his public service to the state he so dearly loved; and

WHEREAS, Buddy Roemer’s charismatic presence captured the attention of audiences within moments, a talent he put to work battling corruption and waste in government, drawing
attention to opportunities to improve our educational system and building support for those in need; and

WHEREAS, Buddy Roemer passed away on May 17, 2021; and

WHEREAS, the City of Bossier City and State of Louisiana are deeply indebted for his significant contributions to public service; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bossier, in regular session convened, that the Bossier City Council:

1. Extends heartfelt sympathy to the family and friends of Buddy Roemer.

2. Acknowledges the service of Buddy Roemer to the City of Bossier City and the State of Louisiana as a dedicated public servant.

3. Commends him for his service as a Congressman and Governor of the State of Louisiana.

4. Celebrates his life and legacy he leaves behind.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

______________________________, President

______________________________, City Clerk
**TITLE:**

A RESOLUTION FOR THE CITY OF BOSSIER CITY TO ENTER INTO THE LIGHTING AGREEMENT FOR I-20 REHAB (PINES ROAD TO I-220), WITH THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION.

**EXPLANATION OF PROPOSAL:**
The City of Bossier City is agreeable to the installation of the roadway lighting system. When the construction contract is complete the city will assume all ownership, liability, and responsibility for the lighting system.

**COST/BUDGET DATA:**

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

**TIME**

Agenda Meeting,

**SPONSOR:**

Benjamin C. Rauschenbach, City Engineer

**DATE:**

May 18, 2021

**COUNCIL**

June 1, 2021

**DATE TO BE PUT ON AGENDA:**

May 18, 2021
The following Resolution offered and adopted:

RESOLUTION _____ OF 2021

A RESOLUTION FOR THE CITY OF BOSSIER CITY TO ENTER INTO THE LIGHTING AGREEMENT FOR I-20 REHAB (PINES ROAD TO I-220), WITH THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION.

WHEREAS; DOTD proposes to construct and install a roadway lighting system at I-20 and ramps between Interstate interchanges 20B (Benton Road) and 23 (Industrial Drive) (hereinafter, sometimes referred to as the “Project”), provided that, upon completion of the system, The City of Bossier City will assume ownership and all liability and responsibility for said system, including all future maintenance and operation costs thereof; and

WHEREAS; The City of Bossier City is agreeable to the installation of the roadway lighting system; and

WHEREAS; after the construction contract is complete, The City of Bossier City agrees to assume ownership and all liability and responsibility for said system, including, but not limited to, all maintenance and operation and the costs thereof, to include, but not limited to, repair, replacement and energy costs, in accordance with the provisions set forth hereinafter; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council resolves to approve that The City of Bossier City enter into the Lighting Agreement for I-20 Rehab, with the State of Louisiana D.OT.D.;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Bossier City authorizes the presiding Mayor to execute the instruments necessary to enter into the Lighting Agreement for I-20 Rehab Project.

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
May 12, 2021

Mr. Benjamin Rauschenbach P.E., City Engineer
City of Bossier City
P.O. Box 5337
Bossier City, LA 71171

RE: Lighting Agreement
State Project No. H.012889
F.A.P. No. H012889
120 Rehab (Pines Road to I-220)
Bossier Parish

Dear Mr. Rauschenbach:

Transmitted herewith is one (1) pdf. Lighting Agreement between the Department of Transportation and Development (DOTD) and City of Bossier City.

Please print 2 copies of the attached agreement and have all agreements signed and witnessed in the appropriate places. The original signed documents can be mailed, undated to:

DOTD
Attention: Terrance Cage
P.O. Box 94245, Cubicle 405KK
Baton Rouge, LA 70804-9245

The documents will be dated following its execution by the Department, and an original signed agreement will be returned to you for your files.

If you have any questions or comments, please contact Terrance Cage at (225) 379-1891 or email to terrance.cage@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the City of Bossier City and return with the signed documents.

Sincerely,

Kathy Ward
Contract/Grants Reviewer Manager

KW:tc
Attachments
pc: Mr. Li Yang
THIS AGREEMENT, is made and executed in two originals on this ______ day of ______, 20__, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as DOTD, and City of Bossier City, a political subdivision of the State of Louisiana, hereinafter referred to as Entity.

WITNESSETH That:

WHEREAS, DOTD proposes to construct and install a roadway lighting system at I-20 and ramps between Interstate interchanges 20B (Benton Road) and 23 (Industrial Dr.) (hereinafter, sometimes referred to as the “Project”), provided that, upon completion of the system, Entity will assume ownership and all liability and responsibility for said system, including all future maintenance and operation costs thereof; and

WHEREAS, the Entity is agreeable to the installation of the roadway lighting system; and

WHEREAS, after the construction contract is complete, Entity agrees to assume ownership and all liability and responsibility for said system, including, but not limited to, all maintenance and operation and the costs thereof, to include, but not be limited to, repair, replacement and energy costs, in accordance with the provisions set forth hereinafter; and

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PROJECT IDENTIFICATION

The recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this project as follows: State Project No. H.012889 and Federal Project No. H012889.
ARTICLE II: SCOPE OF SERVICES

DOTD shall, at its expense, prepare complete plans and specifications for the proposed Project within the limits established in the above preamble. DOTD will construct, install and supervise the construction and/or installation of the Project.

The goal of the Project is to construct a highway lighting system at the above specified location that meets the objectives, deliverables and performance measures as determined and dictated by the Project plans and specifications for State Project No. H.012889 and Federal Aid Project No. H012889, which are incorporated herein by reference.

ARTICLE III: FUNDING/PAYMENT

The DOTD agrees to pay 100% of the construction cost of the Project.

ARTICLE IV: PRECONSTRUCTION OBLIGATIONS OF ENTITY

Prior to the construction and installation of the lighting system, Entity shall submit to DOTD for approval a copy of its Operational Plan which covers managing, financing, inspecting, and repairing the system, all as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING, AND MAINTAINING HIGHWAY LIGHTING SYSTEMS". Entity shall provide DOTD with documentation of the utility services account in Entity’s name.

No later than thirty (30) days prior to advertisement of the Project, Entity shall obtain the necessary permit from DOTD for the lighting system. In the event of a conflict between the provisions of this Agreement and said permit for purposes of maintenance, operation and repair of the lighting system subsequent to the transfer of ownership, the provisions of the permit shall control.

ARTICLE V: FINAL ACCEPTANCE AND TRANSFER

The DOTD shall be responsible for making the final inspection and Final Acceptance of the project. Before making final inspection, DOTD shall give Entity a minimum of two (2) weeks notification, so that Entity may have representatives present to participate in the final inspection. DOTD shall provide Entity with a copy of the Final Acceptance letter. Entity shall record the Final Acceptance letter in the conveyance records of the Bossier Parish, and shall provide a certified copy of said recordation to DOTD project manager. Entity shall record this Agreement and provide a certified copy of said recordation to the DOTD permit section at the time of permit application.

Upon completion and Final Acceptance of the lighting system by DOTD, Entity will immediately assume ownership of the lighting system and shall be responsible for all maintenance, operation and repair of the lighting system at Entity’s sole expense for as long as the right-of-way upon which the project is located remains in the State Highway System, including, but not limited to,
the energizing of the system and the repair and/or replacement of any elements of the system which may malfunction or become damaged.

Entity hereby takes notice that upon issuance of the Final Acceptance the one (1) year warranty period begins, and in order to maintain the viability of said warranty, all work performed during the warranty period should be one performed by the construction contractor.

Entity agrees that, at any time after Final Acceptance, Entity shall be responsible for marking the field location and depth of all underground conduits and components of the lighting system within DOTD's right of way within forty-eight (48) hours, excluding weekends and holidays, of receiving written request for same from DOTD.

The party constructing the system shall provide the other party with a copy of the as-built plans indicating the location and depth of the lighting system's underground conduits and components.

ARTICLE VI: AMENDMENTS/MODIFICATIONS

This Agreement may be amended or modified at any time by mutual consent of the parties, provided, however, that any modification, amendment, alteration, variation, or waiver of any provision(s) of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

Any permit required by this Agreement may be modified as provided by law.

ARTICLE VII: TERM

This Agreement shall commence on the date first written above and shall remain in effect until all the work has been completed and accepted, all payments required to be made have been made, and all obligations and conditions contained herein have been satisfied.

ARTICLE VIII: TERMINATION

This Agreement may be terminated under any of the following conditions:

1. By mutual written agreement and consent of the parties hereto; or
2. By DOTD by giving thirty (30) days written notice to Entity; or
3. By Entity should it desire to cancel the Project prior to the advertisement thereof, provided any federal/state costs that have been incurred for the development of the project shall be repaid by Entity.
ARTICLE IX: NONASSIGNABILITY

Neither DOTD nor Entity shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

ARTICLE X: RECORD KEEPING/AUDITS

The parties will maintain all documents, papers, file books, accounting records, appropriate financial records and other evidence related to costs incurred relative to this Agreement. All such records shall be maintained by the parties for a period of five (5) years following completion and Final Acceptance of the Project.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the parties that relate to this Agreement. The parties shall be audited in accordance with La. R.S. 24:513, as applicable.

ARTICLE XI: INDEMNIFICATION/NO THIRD PARTY BENEFICIARY

Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement or in connection with the services required or performed by Entity or resulting from the ownership, possession or control of the Project.

DOTD shall indemnify and save harmless Entity against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of DOTD, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

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

ARTICLE XII: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII: LEGAL COMPLIANCE

The parties shall comply with all federal, state, and local laws, regulations, and ordinances, including specifically, but not limited to, the Louisiana Code of Ethics (La. R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE XIV: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE XV: FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XVI: SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CITY OF BOSSIER CITY

BY: ____________________________

______________________________
Typed or Printed Name

______________________________
Title

______________________________
Taxpayer Identification Number

______________________________
DUNS Number

______________________________
20.205

______________________________
CFDA Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: ____________________________

Secretary

RECOMMENDED FOR APPROVAL:

BY: ____________________________

Division Head
AGENDA ITEM FACT SHEET

Title: A Resolution for the City of Bossier City to Enter Into the Intergovernmental Detour Agreement for the I-20 Rehab Project (Pines Road to I-220), with the State of Louisiana Department of Transportation.

Explanation of Proposal:
The City of Bossier City agrees that it is necessary that DOTD establish a temporary state route detour from the interchange of I-20 and Hamilton Road along Hamilton Road, Barksdale Blvd., and Old Minden Road for approximately 1.12 miles, then onto LA 3 and US 71. (see attached)

Cost/Budget Data:

If Add On for Regular Meeting - Please state reason:

Time: Agenda Meeting

Sponsor: Benjamin C. Rauschenbach, City Engineer

Date: May 21, 2021

Noted [ ] Recommended by [X] Lorenz Walker, Mayor

Council: June 1, 2021

Date to be Put on Agenda:
The following Resolution offered and adopted:

RESOLUTION ____ OF 2021

A RESOLUTION FOR THE CITY OF BOSSIER CITY TO ENTER INTO THE INTERGOVERNMENTAL DETOUR AGREEMENT FOR THE I-20 REHAB PROJECT (PINES ROAD TO I-220), WITH THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION.

WHEREAS; DOTD proposes to rehabilitate I-20 within Bossier City including work at I-20 and ramps between Interstate interchanges 20B (Benton Road) and 23 (Industrial Drive); and

WHEREAS; it is necessary that DOTD provide a temporary detour to re-route I-20 eastbound and westbound traffic during the closures of exit and entrance ramps at the LA 3/US 71 interchange. Exit ramps 20B and 20C will be closed during different phases of construction which provide access to LA 3 and US 71 respectively for I-20 eastbound traffic. The entrance ramps from LA 3 and US 71 will be closed for I-20 westbound traffic; and

WHEREAS; the temporary detour route for I-20 exit ramps 20B and 20C closure involves rerouting traffic to Barksdale Blvd/ Old Minden Road via use of I-20 exit ramp 20A and Hamilton Road. The detour for I-20 entrance ramp closures involves rerouting traffic to Hamilton Road via use of Barksdale Blvd./Old Minden Road; and

WHEREAS; there exists the potential that the aforesaid use of the Hamilton Road, Barksdale Blvd., and Old Minden Road will result in damages due to the traversal of exit traffic detoured from I-20 east and west bound traffic during the closures of exit and entrance ramps at the LA 3/US71 interchange, and DOTD agrees to accept responsibility for said damages; and

WHEREAS; the parties agree to cooperate with one another for the public purposes stated herein in establishing the aforesaid temporary detour route for I-20 exit ramps.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council resolves to approve that The City of Bossier City enter into the Intergovernmental Detour Agreement for the I-20 Rehab Project, with the State of Louisiana D.O.T.D.;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Bossier City authorizes the presiding Mayor to execute the instruments necessary to enter into the Intergovernmental Detour Agreement for the I-20 Rehab Project.

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:
INTERGOVERNMENTAL AGREEMENT
between the
STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORATION AND DEVELOPMENT
AND
CITY OF BOSSIER CITY, LOUISIANA
STATE PROJECT NUMBER H.012889
FEDERAL PROJECT NUMBER H012889
I20 REHAB (PINES ROAD TO I-220)
BOSSIER CITY

THIS AGREEMENT, is made and executed in three original copies on this __________ day of __________, 20___, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as “DOTD”, and Bossier City, a political subdivision of the State of Louisiana, hereinafter referred to as “Entity”, and

WITNESSETH: That;

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.”;

WHEREAS, it is necessary that DOTD provides a temporary detour to re-route I-20 eastbound and westbound traffic during the closures of exit and entrance ramps at the LA 3/US 71 interchange in Bossier City. Exit ramps 20B and 20C will be closed during different phases of construction which provides access to LA 3 and US 71 respectively for I-20 eastbound traffic. The Entrance ramps from LA 3 and US 71 will be closed for I-20 westbound traffic;

WHEREAS, the temporary detour route for I-20 Exit Ramps 20B and 20C closure involves rerouting traffic to Barksdale Blvd/Old Minden Road via use of I-20 Exit Ramp 20A and Hamilton Road. The detour for I-20 Entrance ramp closures involves rerouting traffic to Hamilton Road via use of Barksdale Blvd/Old Minden Road. Detour roads owned by Bossier City in use for the aforementioned closures are Hamilton Road from the I-20 interchange to the Barksdale Blvd intersection, Barksdale Blvd from the intersection of Hamilton road to the Intersection of US 71, and Old Minden Road from the Intersection of US 71 to the Intersection LA 3;

WHEREAS, there exists the potential that the aforesaid use of the Hamilton Road, Barksdale Blvd and Old Minden Road will result in damages due to the traversal of exit traffic detoured from I-20 eastbound and westbound traffic during the closures of exit and entrance ramps at the LA 3/US 71 interchange, and DOTD agrees to accept responsibility for said damages;

WHEREAS, the parties agree to cooperate with one another for the public purposes stated herein in establishing the aforesaid temporary detour route for I-20 Exit Ramps, 20B and 20C
Intergovernmental CEA  
H.012899  
I20 REHAB (PINES ROAD TO I-220) 
Bossier City  
Page 2 of 9  
closure involves rerouting traffic to Barksdale Blvd / Old Minden Road via use of I-20 Exit ramp 20A and Hamilton Road. The detour for I-20 Entrance ramp closures involves rerouting traffic to Hamilton Road via use of Barksdale Blvd/ Old Minden Road; and  

WHEREAS, the parties hereby enter into this Intergovernmental Agreement in order to more clearly state their obligations and duties with regards to the temporary detour route along Hamilton Road, Barksdale Blvd and Old Minden Road; and  

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:  

ARTICLE I  
PURPOSE  
1.1 The Recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.  
1.2 The purpose of this agreement is to delineate the respective responsibilities and obligations of the Parties with regard to a temporary detour related to State Project Number H.012889, which will re-route I-20 eastbound and westbound traffic during the closures of exit and entrance ramps at the LA 3/US 71 interchange in Bossier City.  

ARTICLE II  
RESPONSIBILITIES OF THE PARTIES  
2.1 Obligations of DOTD:  

2.1.1 DOTD shall establish a state route detour from the interchange of I-20 and Hamilton Road along Hamilton Road, Barksdale Blvd and Old Minden Road for a distance of approximately 1.12 miles, then onto LA 3 and US 71 (Exhibit A).  

2.1.2 DOTD shall take any and all steps it deems necessary to establish and maintain the detour from the interchange I-20 and Hamilton Road along Hamilton Road, Barksdale Blvd and Old Minden Road, including, but not limited to, the use of temporary traffic signals, temporary detour signage along the parkway.  

2.1.3 Upon the completion and final acceptance of I20 REHAB (PINES ROAD TO I-220), DOTD agrees to repair the damage caused and restore to its pre-existing condition, the approximately 1.12 miles of Hamilton Road, Barksdale Blvd and Old Minden Road which is to be utilized as a temporary state route detour pursuant to this Agreement. Documentation will be provided to the Entity as to pre- and post-detour condition of the
Hamilton Road, Barksdale Blvd and Old Minden Road using pre-construction photographs and video of the northbound and southbound travel lanes. Each photograph shall identify any existing damage to the pavement and will be identified with the project name, municipal address of damage location, GPS (latitude & longitude) location, photograph date and time.

2.1.4 DOTD shall require, as part of the construction contract, the contractor to have a traffic sub-consultant as part of their team to redo signal timing, if needed.

2.2 Obligations of the Entity:

2.2.1 Entity hereby agrees to allow DOTD to take any and all steps it deems necessary to establish a I-20 eastbound and westbound exit traffic detour during the closures of exit and entrance ramps at the LA 3/US 71 interchange via approximately 1.12 miles of the Hamilton Road, Barksdale Blvd and Old Minden Road.

2.2.2 Entity agrees and it is understood by the parties that this Agreement and DOTD’s right to the use of approximately 1.12 miles of Hamilton Road, Barksdale Blvd and Old Minden Road from the interchange of I-20 and Hamilton Road to LA 3 and US 71 granted herein shall terminate upon the date of completion and Final Acceptance of 120 REHAB (PINES ROAD TO I-220) or ninety (90) days following the execution of this Agreement by the parties, whichever occurs first.

2.2.3 Upon DOTD’s performance of its obligation under section 2.1.3, completion and Final Acceptance of 120 REHAB (PINES ROAD TO I-220) and the concomitant discontinuance of the temporary detour route anticipated herein, Entity shall assume ownership and all responsibility for future liability, maintenance and repairs of the Hamilton Road, Barksdale Blvd and Old Minden Road, and Entity agrees that it shall accept same.

ARTICLE III
TERM

This Agreement shall commence on the date first written above and shall be binding upon the parties for a period of ninety (90) days. However, this Agreement may be terminated earlier as set forth herein below.

ARTICLE IV
TERMINATION

4.1 DOTD may terminate this Agreement at any time by giving thirty (30) days written notice
to the Entity.

4.2 DOTD or Entity may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions of the Agreement, provided that the party wishing to terminate shall give the other party written notice specifying the other party’s failure. If within thirty (30) days after receipt of such notice, the other party shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the party wishing to terminate the Agreement may, at its option, place the other party in default, and the Agreement shall terminate on the date specified in such notice.

4.3 In the event this Agreement is terminated pursuant to the provisions of sections 4.1 or 4.2 herein above, DOTD shall retain and perform its obligation to repair and restore the approximately 1.12 miles of the Hamilton Road, Barksdale Blvd and Old Minden Road which is utilized as a temporary state route detour, as set forth in section 2.1.3 herein above.

ARTICLE V
INCIDENTAL COSTS

Incidental costs, including, but not limited to, administrative costs, if any, incurred by either party hereto in the performance of the obligations assumed herein shall be borne by the party incurring such costs.

ARTICLE VI
AUDITORS/COST RECORDS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and DOTD auditors shall have the option of auditing all accounts of Entity and DOTD that relate to this Agreement. Entity shall be audited in accordance with La. R.S. 24:513, if applicable.

ARTICLE VII
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the Entity by DOTD shall remain the property of DOTD and shall be returned by the Entity to DOTD at DOTD’s request, at Entity’s expense, at termination of the Agreement.
ARTICLE VIII
ASSIGNMENT

Neither the Entity nor DOTD shall assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment, novation, or donation without prior written consent of the other party hereto.

ARTICLE IX
DISCRIMINATION CLAUSE

9.1 Both parties agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

9.2 Both parties agree not to discriminate in employment practices, and shall render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

9.3 Any act of discrimination committed by either party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Contract.

ARTICLE X
INDEMNIFICATION/INSURANCE

10.1 DOTD and Entity each shall be fully liable for the actions of their respective agents, employees and assigns and will indemnify and hold harmless one another from suits, actions, damages and costs of whatever kind relating to damages sustained by any party, including but not limited to damage to, or loss of property, loss of life, and personal injury, caused by their own acts or omissions occurring during the performance of, or in relation to, any obligation undertaken herein.

10.2 Nothing herein is intended, nor shall be deemed, to create a third-party beneficiary to or for any obligation by any Party hereto or to authorize any third person to have any action against any Party hereto arising out of this Agreement.
ARTICLE XI
CONTRACTUAL OBLIGATIONS OF THE STATE

The provisions of this Agreement are in no way and to no extent intended to, nor shall they be construed in any manner which will, impair the contractual obligations of the State, DOTD, or Entity, in violation of Louisiana Constitution, Article 1, § 23.

ARTICLE XII
ENTIRE AGREEMENT/MODIFICATION

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts on the same subject matter previously entered into between the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing and executed by both parties.

ARTICLE XIII
FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIV
CONTROLLING LAW / LEGAL COMPLIANCE / VENUE

14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and constructed in accordance with the laws of the State of Louisiana. In the event of default by either Party, the aggrieved Party shall have all rights granted by the general laws of the State of Louisiana.

14.2 DOTD and the Entity shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.
14.3 The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

**ARTICLE XV**

**REMEDIES FOR DEFAULT**

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

**ARTICLE XVI**

**SURVIVAL**

All obligations to be performed after the term of this Agreement shall survive this Agreement.

**ARTICLE XVII**

**SEVERABILITY**

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

**ARTICLE XVIII**

**PROVISION OF LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the agreement shall forthwith be amended to make such insertion or correction.
ARTICLE XIX
NOTICES

All notices and other communications pertaining to this Agreement shall be made to the following party representatives:

**DOTD:**

**Bossier City**

(The remainder of this page intentionally left blank.)
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:  

BOSSIER CITY

BY: ____________________________
   Mayor

WITNESSES:

STATE OF LOUISIANA
DEPT OF TRANSPORTATION
AND DEVELOPMENT

BY: ____________________________
   Secretary

RECOMMENDED FOR APPROVAL

BY: ____________________________
   Division Head
**AGENDA ITEM FACT SHEET**

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

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

**TITLE:**

A RESOLUTION AUTHORIZING ONE PROMOTION FROM WITHIN, AND TO BACKFILL AN ACCOUNTANT II POSITION DUE TO A RESIGNATION IN THE ACCOUNTING DEPARTMENT, ALL WITHIN THE EXISTING BUDGET

**EXPLANATION OF PROPOSAL:**

<table>
<thead>
<tr>
<th>COST/BUDGET DATA:</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>TIME</th>
<th>Agenda Meeting</th>
</tr>
</thead>
</table>

**SPONSOR:**

Jimmy Hall, City Attorney

**DATE:** 5/24/21

**COUNCIL**

Date to be put on agenda: 6/1/21

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

RESOLUTION NO. OF 2021

A RESOLUTION AUTHORIZING ONE PROMOTION FROM WITHIN, AND TO BACKFILL AN ACCOUNTANT II POSITION DUE TO A RESIGNATION IN THE ACCOUNTING DEPARTMENT, ALL WITHIN THE EXISTING BUDGET

WHEREAS, the Accounting Department has an available position due to the resignation of an employee; and

WHEREAS, this resignation provides for an opportunity to promote one employee and backfill a position to replace that employee; and

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

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to promote one employee from within and backfill an Accountant II position due to a resignation in the Accounting Department.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

________________________  _______________________
David Montgomery, Jr., President  Phyllis McGraw, City Clerk
**AGENDA ITEM FACT SHEET**

**INTRO:**

**NOT:**

**ADOPT:**

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

**TITLE:**

A RESOLUTION AUTHORIZING THE HIRING OF ONE TRAFFIC CONTROL TECHNICIAN FOR TRAFFIC ENGINEERING DIVISION.

**EXPLANATION OF PROPOSAL:**

NEW HIRE:
As approved in the current year’s budget

**COST/BUDGET DATA:**

**TIME DEADLINES:** Council Meeting, June 1, 2021

**SPONSOR:**

Benjamin C. Rauschenbach, P.E., City Engineer

**DATE:** May 26, 2021

**NOTED**

**RECOMMENDED BY:**

Lorenz Walker, Mayor

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:**

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

RESOLUTION ___ Of 2021

A RESOLUTION AUTHORIZING THE HIRING OF ONE TRAFFIC CONTROL TECHNICIAN TO REPLACE THE POSITION DUE TO RESIGNATION, FOR THE TRAFFIC ENGINEERING 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, the position of Traffic Control Technician is vacant due to retirement, resignation or termination; and

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
EMPLOYEE REQUISITION FORM

Date 05/26/2021

Position Title  Traffic Control Technician
Department  Traffic Engineering
Supervisor  John Kelly

X  Full-time  Part-time  Salaried  Hourly

Preferred Start Date: As soon as possible

New Position  X  Refill Vacancy  Promote  Transfer  Reclassify

Name of person being replaced or reclassified  David Emory
Pay Range  $15.44/hr.

Comments

Department Head Approval  Date  5/26/21
Finance Approval  Date  5/26/21
Human Resources Approval  Date  5/26/21

☐ Manning Level Approved
☐ Budget Approved
☐ Resolution Needed
Resolution Number: 

4/23/2018
**AGENDA ITEM FACT SHEET**

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

| TITLE: | A RESOLUTION AUTHORIZING THE HIRING OF ONE (1) POLICE OFFICER FOR THE BOSSIER CITY POLICE DEPARTMENT. |
| EXPLANATION OF PROPOSAL: | Hiring: Due to Retirement |
| COST/BUDGET DATA: | |
| TIME DEADLINES: | Council Meeting, June 1, 2021 |
| SPONSOR: | P.S. McWILLIAMS, CHIEF OF POLICE |
| DATE: | 05-24-21 |
| NOTED | ☑ RECOMMENDED BY: Lorenz Walker, Mayor |
| COUNCIL DISTRICT: | N/A |
| DATE TO BE PUT ON AGENDA: | Agenda Meeting June 1, 2021 |

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

RESOLUTION _____ Of 2021

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

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

WHEREAS, the Hiring is due to a 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
A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A UTILITY WORKER DUE TO A PROMOTION AND BACKFILLING ANY POSITION THIS MAY CREATE FOR THE LIFT STATION DIVISION IN PUBLIC UTILITIES

EXPLANATION OF PROPOSAL:

Backfilling due to promotion

COST/BUDGET DATA:

As approved in the current year’s budget. No authorized salary will be exceeded.

TIME DEADLINES: Council Meeting,

SPONSOR: Pam Glorioso, CAO

DATE: 5-26-21

RECOMMENDED BY: Lorenz Walker, Mayor

COUNCIL DISTRICT:

DATE TO BE PUT ON AGENDA:

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

RESOLUTION _____ OF 2021

A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A UTILITY WORKER DUE TO A PROMOTION AND BACKFILLING ANY POSITION THIS MAY CREATE FOR THE LIFT STATION DIVISION IN PUBLIC UTILITIES.

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

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

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 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 Jr., Council President

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

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

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>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</th>
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<tr>
<td>EXPLANATION OF PROPOSAL: PROMOTIONS:</td>
<td>Due to Retirement</td>
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<tr>
<td>COST/BUDGET DATA:</td>
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<td>TIME DEADLINES:</td>
<td>Council Meeting, May 18, 2021</td>
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<td>SPONSOR: P.S. McWILLIAMS, CHIEF OF POLICE</td>
<td>DATE: 05-14-2021</td>
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<td>NOTED</td>
<td>RECOMMENDED BY: Lorenz Walker, Mayor</td>
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<tr>
<td>COUNCIL DISTRICT: N/A</td>
<td></td>
</tr>
<tr>
<td>DATE TO BE PUT ON AGENDA: Agenda Meeting May 18, 2021</td>
<td></td>
</tr>
</tbody>
</table>
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
**AGENDA ITEM FACT SHEET**

**TITLE:** AN ORDINANCE TO DECLARE THAT AN EMERGENCY DID EXIST IN THE CITY OF BOSSIER CITY WHICH AFFECTED, PROPERTY, PUBLIC HEALTH AND SAFETY DUE TO THE REQUIREMENT TO REPAIR AND REPLACE A COLLAPSED 24" SEWER MAIN LOCATED ON HIGHWAY 80 AT A COST OF $676,000.00 TO COME FROM SEWER CAPITAL & CONTINGENCY FUND; AND AUTHORIZES THE CITY TO ENTER INTO A CONTRACT WITH PULLEY CONSTRUCTION, INC. FOR COMPLETION OF WORK.

**EXPLANATION OF PROPOSAL:**
This collapse was discovered February 22nd during the Winter Freeze. Specifically, the existing 24" gravity sewer main that collects and transmits wastewater for the CIC, BPCC, Villagio, and other business and residences along Hwy 80 had collapsed and was backing up. Given the extreme nature of the event and the critical services these facilities provide, Pulley Construction was contacted to immediately begin the repair efforts as they had equipment and materials mobilized for use in Bossier during the Winter Freeze.

The repair involved an extensive bypass pumping effort include 3 large bypass pumps (2-6" and 1-8") and over 3,000 feet of large diameter bypass piping. The bypass was maintained 24/7 for nearly 2 months. Additionally, the repair required nearly month of extensive well pointing. The work included the replacement of 120 feet of dilapidated 24" sewer main with new PVC pipe and an inspection of the upstream and downstream lines to minimize the potential for future problems.

See attached

**COST/BUDGET DATA:**
$676,000.00 may be appropriated from the Sewer Capital & Contingency Fund

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

**TIME DEADLINES:** Council Meeting.

**SPONSOR:** Pam Glorioso, CAO

**DATE:** 25 May 2021

**COUNCIL DISTRICT:**

**DATE TO BE PUT ON AGENDA:** Regular - 1 June 2021

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

Ordinance No. Of 2021

AN ORDINANCE TO DECLARE THAT AN EMERGENCY DID EXIST IN THE CITY OF BOSSIER CITY WHICH AFFECTED, PROPERTY, PUBLIC HEALTH AND SAFETY DUE TO THE REQUIREMENT TO REPAIR AND REPLACE A COLLAPSED 24" SEWER MAIN LOCATED ON HIGHWAY 80 AT A COST OF $676,000.00 TO COME FROM SEWER CAPITAL & CONTINGENCY FUND; AND AUTHORIZES THE CITY TO ENTER INTO A CONTRACT WITH PULLEY CONSTRUCTION, INC. FOR COMPLETION OF WORK.

WHEREAS, an emergency to repair drainage line located on Highway 80 and;

WHEREAS, the Utility Department hereby request $676,000.00 to be appropriated from the Sewer Capital & Contingency Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby declare that an emergency exists and appropriates $676,000.00 to come from the Sewer Capital & Contingency Fund for this declared emergency.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

David Montgomery, Jr., President

Phyllis McGraw, City Clerk
E. Texas (Hwy 80) 24" Sewer Main Repair - Emergency
Ordinance Recommendation - May 24, 2021

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tr>
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<td>Labor, Equipment, &amp; Materials (See Attached Pulley Proposal)</td>
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<td>LS</td>
<td>$675,907.75</td>
<td>$675,907.75</td>
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<td>Subtotal</td>
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<td>Contingencies</td>
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<td></td>
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<td>$676,000.00</td>
<td>$676,000.00</td>
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Page 127 of 131
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
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<td>Mobilization &amp; Demobilization</td>
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<td>Clearing &amp; Grubbing</td>
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<td>1</td>
<td>Furnish &amp; Install Seeding &amp; Matching</td>
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<td>50</td>
<td>Operate, Maintain &amp; Fuel Bypass Pumping Equipment</td>
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<td>263,781.10</td>
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<td>120</td>
<td>Furnish &amp; Install 24&quot; PVC Gravity Sewer Main (12' to 16' Deep) Via Open Cut</td>
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<td>222,000.00</td>
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<td>1</td>
<td>Tie in to Existing Manhole</td>
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<td>12,000.00</td>
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<tr>
<td>175.51</td>
<td>Furnish &amp; Install Bedding</td>
<td>115.00</td>
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<td>Operate &amp; Maintain a Well Point System</td>
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<td>Sanitary Manholes Cleaning &amp; Hydroplug Repair</td>
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<td></td>
<td>Main-w-Maramac Coupling, SS Custom Coupling and Concrete Encasement</td>
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<tr>
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<td>Assist CCTV and Cleaning - Road and Sheet Plates</td>
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<td>1</td>
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</tbody>
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**Total** $675,907.75
Andersen, Carol K.

From: Ben Rauschenbach <brauschenbach@manchacgroup.com>
Sent: Monday, May 24, 2021 1:38 PM
To: Glorioso, Pamela M.
Cc: Andersen, Carol K.; Brian Radford; Todd Thompson; Rawls, Erika B.
Subject: Hwy. 80 Emergency Sewer Main Repair
Attachments: 052401 Hwy 80 Emergency Sewer Repairs Ordinance Request (Binder).pdf

Pam:

Attached is a binder of information related to the subject repair effort. This collapse was discovered February 22nd during the Winter Freeze. Specifically, the existing 24" gravity sewer main that collects and transmits wastewater for the CIC, BPCC, Villagio, and other business and residences along Hwy 80 had collapsed and was backing up. Given the extreme nature of the event and the critical services these facilities provide, Pulley Construction was contacted to immediately begin the repair efforts as they had equipment and materials mobilized for use in Bossier during the Winter Freeze.

The repair involved an extensive bypass pumping effort include 3 large bypass pumps (2-6" and 1-8") and over 3,000 feet of large diameter bypass piping. The bypass was maintained 24/7 for nearly 2 months. Additionally, the repair required nearly of month of extensive well pointing. The work included the replacement of 120 feet of dilapidated 24" sewer main with new PVC pipe and an inspection of the upstream and downstream lines to minimize the potential for future problems. The total cost of the repair is $676,000. We are recommending using the Sewer Capital and Contingency Funds to cover this unanticipated expense.

Please let me know if you have any questions or require any additional information.

Thanks

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