

BOSSIER PARISH POLICE JURY
BENTON, LOUISIANA
MINUTES
September 2, 2009
www.bossierparishla.gov

The Bossier Parish Police Jury met in regular and legal session on the 2nd day of September, 2009, at 2:00 p.m., in the Police Jury Meeting Room, Bossier Parish Courthouse, Benton, Louisiana. The President, Mr. Glenn Benton, called the meeting to order. The invocation was given by Mr. Wayne Hammack and the pledge of allegiance was led by Mr. Brad Cummings. The Parish Secretary, Ms. Cindy Dodson, called the roll, with all members present, as follows:

Mr. William Altimus	Mr. Brad Cummings
Mr. Rick Avery	Mr. Jerome Darby
Ms. Wanda Bennett	Mr. Wayne Hammack
Mr. Glenn Benton	Mr. Winfred Johnston
Mr. Barry Butler	Mr. Hank Meachum
Mr. Jimmy Cochran	Mr. Mac Plummer

Others present were Mr. Bill Altimus, Parish Administrator; Mr. Patrick Jackson, Parish Attorney, Mr. Joe E. "Butch" Ford, Jr., Parish Engineer; Ms. Cindy Dodson, Parish Secretary.

Motion was made by Mr. Altimus, seconded by Mr. Avery, to amend the agenda to add Mr. Scott Angelle, Secretary of the Department of Natural Resources. Motion carried, with the following vote recorded:
AYES: Mr. Altimus, Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Butler, Mr. Cochran, Mr. Cummings, Mr. Darby, Mr. Hammack, Mr. Johnston, Mr. Meachum, Mr. Plummer.

NAYS: None

ABSTAIN: None

ABSENT: None

Motion was made by Mr. Cochran, seconded by Mr. Johnston, to amend the agenda to add representatives of the Corps of Engineers. Motion carried, with the following vote recorded:

AYES: Mr. Altimus, Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Butler, Mr. Cochran, Mr. Cummings, Mr. Darby, Mr. Hammack, Mr. Johnston, Mr. Meachum, Mr. Plummer.

NAYS: None

ABSTAIN: None

ABSENT: None

Representative Jane Smith introduced Mr. Scott Angelle, Secretary of the Department of Natural Resources, advising that Mr. Angelle also serves as a legislative liaison between the Legislature and the Governor.

Mr. Angelle discussed the Haynesville Shale, advising that the Haynesville Shale is the greatest natural resource opportunity available. He stated that the use of compressed natural gas is also being researched, and advised that compressed natural gas filling stations could become a reality in the near future.

Jurors thanked Mr. Angelle and Representative Smith for their continued support of Bossier Parish.

Mr. Tommy Jones and Mr. Charles Mathis, Corps of Engineers, discussed the Bodcau Dam Road. Mr. Ford, Parish Engineer, stated that the Bodcau Dam Road Improvements Project was previously advertised for bids, but the project was contingent upon the receipt of stimulus funding. He stated that no funds were received and the project was cancelled.

Mr. Ford advised that State funding is now available and it is requested that the police jury participate with the Corps of Engineers on this project. He stated that the Corps of Engineers has a contractor who is capable of providing the asphaltic overlay but can not provide the base needed. He stated that the cost for providing the soil cement stabilization of the road is approximately \$300,000. Mr. Mathis stated that in accordance with the contract for the project, the work must be done as quickly as possible. Mr. Altimus recommended that the requested funding be taken from the Capital Projects Fund.

Motion was made by Mr. Johnston, seconded by Mr. Cochran, to amend the agenda to approve an emergency expenditure of \$300,000 from the Capital Projects Fund for the soil cement stabilization of 3.3 miles of the Bodcau Dam Road. Motion carried, with the following vote recorded:

AYES: Mr. Altimus, Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Butler, Mr. Cochran, Mr. Cummings, Mr. Darby, Mr. Hammack, Mr. Johnston, Mr. Meachum, Mr. Plummer.

NAYS: None

ABSTAIN: None

ABSENT: None

Mr. Glenn Horton, Bossier Parish Sheriff's Department, requested a Quietus on the 2008 tax roll. The following recap for the period July 1, 2008 through June 30, 2009, was presented for consideration:

Tax Payer Column of 2008 Tax Roll	\$ 71,527,042.25
Adjustments (LTC's, SHE's, SPL' s, etc.)	\$ <473,333.27>
TOTAL ADJUSTED TAX ROLL:	<u>\$ 71,053,708.98</u>
Protest Money Collected - not distributed	\$ <449,273.45>
TOTAL COLLECTED:	<u>\$ <70,055,954.28></u>
UNCOLLECTED:	<u>\$ 548,481.25</u>

The Uncollected Balance consists of:

1) Bankruptcies	\$ 135,565.94
2) Movables, Mobile Homes, RE bankruptcy discharged	\$ 411,080.47

	\$ 546,646.41
Adjudications (tax sale properties)	\$ 1,834.84
	\$ 548,481.25

99.3% of the 2008 adjusted Tax Roll was collected.

Motion was made by Mr. Cochran, seconded by Mr. Darby, to grant a Quietus on the 2008 Tax Roll. Motion carried unanimously.

Ms. Stacy Brown, Shreveport-Bossier Convention and Tourist Bureau, presented an update on recent activities and statistics. She stated that the numbers of visitors and repeat visitors to the Shreveport-Bossier area has increased, and advised that this area ranks second to New Orleans in the number of hotels and visitors.

Ms. Brown discussed the local film industry, advising of a cooperative film effort. She stated that the cities of Shreveport and Bossier City contribute to this fund and advised that they are asking the parishes of Caddo and Bossier to consider an appropriation of \$10,000 for the year 2010. Ms. Brown requested that this appropriation be included in the 2010 police jury budget.

Jurors thanked Ms. Brown for her report and stated that the requested appropriation will be considered during budget proceedings.

Motion was made by Mr. Altimus, seconded by Ms. Bennett, to accept the bid of Benton & Brown, LLC, low bidder meeting bid specifications, for the in-place cement stabilized base course and asphaltic concrete wearing course overlay of approximately 0.657 mile of Moore Road, Project No. 2009-179, subject to concurrence of the Office of Facility Planning and Control. Motion carried unanimously. Bids were received on August 26, 2009, and results are as follows:

Bidder:	Bid Amount:
Benton & Brown, LLC	\$137,783.51
Specialty Trackhoe & Dozer Service, Inc.	\$165,645.20
Blount Bros. Construction, Inc.	\$175,048.29

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that it does hereby award the bid for the in-place cement stabilized base course and asphaltic concrete wearing course of approximately 0.657 mile of the Moore Road, Project No. 2009-179, to Benton & Brown, LLC, low bidder meeting specifications, subject to the concurrence of the Office of Facility Planning and Control.

BE IT FURTHER RESOLVED that the Bossier Parish Police Jury has funds available to pay all costs over and above the committed Capital Outlay Funds for this project.

The resolution was offered by Mr. Altimus, seconded by Ms. Bennett. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Cochran, seconded by Mr. Johnston, to authorize the advertising for bids for a six-month supply of asphaltic concrete paving material for the Bossier Parish Highway Department, bids to be received October 14, 2009. Motion carried unanimously.

Ms. Dodson announced the public hearing to consider the application of Brushy Creek Land Co., LLC, to the Bossier City-Parish MPC for a zoning amendment to change the zoning classification of a 105.149 acre tract of land located east of the existing St. Charles Court along Willow Chute Bayou in Section 20, Township 19 North, Range 13 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-LD, PUD, Residential-Low Density District, Planned Unit Development, for an extension to a subdivision. The application received a favorable recommendation from the Bossier City-Parish MPC.

Mr. Jeff Raley, Raley & Associates, Inc., was present, advising that the proposed development will tie in to existing units. He stated that the proposed development will be served by Bossier City water and advised that there is an existing private sewer system. There being no opposition, **motion was made by Mr. Avery, seconded by Mr. Butler, to approve the application of Brushy Creek Land Co., LLC, for a zoning amendment, as presented. Motion carried unanimously.**

ORDINANCE NO. 4301

AN ORDINANCE TO AMEND BOSSIER PARISH ORDINANCE NO. 3908 OF 2003, WHICH ADOPTED A UNIFIED DEVELOPMENT CODE FOR THE BOSSIER CITY-PARISH METROPOLITAN PLANNING COMMISSION AND THE PARISH OF BOSSIER, LOUISIANA, BY CHANGING THE ZONING CLASSIFICATION OF A 105.149 ACRE TRACT OF LAND LOCATED EAST OF EXISTING ST. CHARLES COURT ALONG WILLOW CHUTE BAYOU IN SECTION 20, TOWNSHIP 19 NORTH, RANGE 13 WEST, BOSSIER PARISH, LA, FROM R-A, RESIDENTIAL-AGRICULTURE DISTRICT, TO R-LD, PUD, RESIDENTIAL-LOW DENSITY DISTRICT, PLANNED UNIT DEVELOPMENT, FOR AN EXTENSION TO A SUBDIVISION.

BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session convened on this 2nd day of September, 2009, that Ordinance No. 3908 of 2003 (Unified Development Code) of the Police Jury of Bossier Parish, is hereby amended to change the zoning classification of a 105.149 acre tract of land located east of existing St. Charles Court along Willow Chute Bayou in Section 20, Township 19 North, Range 13 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-LD, PUD, Residential-Low Density District, Planned Unit Development, being more particularly described as follows:

A 105.149 acre tract of land located in Section 20, T19N-R13W, Bossier Parish, Louisiana, more fully described as follows: from a found Elmer Rock marking the northeast corner of Section 20, T19N-R13W, Bossier Parish, Louisiana, measure along the east line of Section 20, south 01° 21' 57" west for a distance of 1098.58 feet to a set 5/8 inch iron rod,

(6.08 feet east of a found axle) and the point of beginning. From the point of beginning continue along the east line of Section 20, south 01° 21' 57" west for a distance of 2115.20 feet to a set 5/8 iron rod, thence continue south 01° 21' 57" west for a distance of 150.00 feet to a point, (this corner is north 01° 21' 57" east 1858.13 feet from a found Elmer Rock marking the southeast corner of Section 20); thence leave said section line and measure north 89° 34' 31" west for a distance of 150.00 feet to a set 5/8, thence continue north 89° 34' 31" west for a distance of 2167.95 feet to a set 2-3/8 inch iron pipe over a 5/8 inch iron rod, located on the west high bank of Willow Chute Bayou; thence along said high bank measure north 20° 41' 20" east for a distance of 730.50 feet to a set 5/8 inch iron; thence north 15° 13' 03" east for a distance of 703.12 feet to set 5/8 inch iron rod; thence north 04° 24' 26" west for a distance of 291.87 feet to a set 5/8 inch iron rod; thence north 05° 35' 43" east for a distance of 360.74 feet to a set 5/8 inch iron rod; thence north 14° 17' 49" east for a distance of 257.47 feet to a set 2-3/8 inch iron pipe over a 5/8 inch iron rod; thence leave said high bank and measure south 89° 34' 02" east for a distance of 1852.96 feet to the point of beginning.

Applicant: Brushy Creek Land Co., LLC

Purpose: Extension to a subdivision

The ordinance was offered by Mr. Avery, seconded by Mr. Butler. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Dodson announced the public hearing to consider the application of Mat Gates to the Bossier City-Parish MPC for a zoning amendment to change the zoning classification of Lot 1, Horseshoe Acres Subdivision, Bossier Parish, LA, located on the south side of Sligo Road across from Maxwell Road, from R-A, Residential-Agriculture District, to R-MHP, Residential Manufactured Housing Park, for a mobile home park. The application received a favorable recommendation from the Bossier City-Parish MPC.

Mr. Jeff Raley, Raley & Associates, Inc., was present, and advised that the development is proposed to accommodate oilfield workers in this area. He stated that the development will be served by the Sligo Water System. Mr. Raley advised that the adjoining property owner to the west is proposing the development of a residential subdivision, and a combined sewer system is being considered.

Mr. Ford stated that the site plan for the proposed development will be considered at a later date. Mr. Sam Marsiglia, Bossier City-Parish MPC, stated that the proposed subdivision to the west has been tabled by the MPC due to compatibility issues.

There being no opposition, **motion was made by Mr. Meachum, seconded by Mr. Plummer, to approve the application of Mat Gates for a zoning amendment, as presented. Motion carried unanimously.**

ORDINANCE NO. 4302

AN ORDINANCE TO AMEND BOSSIER PARISH ORDINANCE NO. 3908 OF 2003, WHICH ADOPTED A UNIFIED DEVELOPMENT CODE FOR THE BOSSIER CITY-PARISH METROPOLITAN PLANNING COMMISSION AND THE PARISH OF BOSSIER, LOUISIANA, BY CHANGING THE ZONING CLASSIFICATION OF LOT 1, HORSESHOE ACRES SUBDIVISION, LOCATED ON THE SOUTH SIDE OF SLIGO ROAD ACROSS FROM MAXWELL ROAD IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 12 WEST, BOSSIER PARISH, LA, FROM R-A, RESIDENTIAL-AGRICULTURE DISTRICT, TO R-MHP, RESIDENTIAL MANUFACTURED HOUSING PARK, FOR A MOBILE HOME PARK.

BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session convened on this 2nd day of September, 2009, that Ordinance No. 3908 of 2003 (Unified Development Code) of the Police Jury of Bossier Parish, is hereby amended to change the zoning classification of Lot 1, Horseshoe Acres Subdivision, located on the south side of Sligo Road across from Maxwell Road in Section 13, Township 17 North, Range 12 West, Bossier Parish, LA, from R-A, Residential-Agriculture District, to R-MHP, Residential Manufactured Housing Park, being more particularly described as follows:

Lot 1, Horseshoe Acres Subdivision, located in Section 13, Township 17 North, Range 12 West

Applicant: Mat Gates

Purpose: Mobile Home Park

The ordinance was offered by Mr. Meachum, seconded by Mr. Plummer. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Rocky Mountain High Subdivision located in Sections 3 and 4, Township 21 North, Range 12 West, Bossier Parish, LA. Mr. Ford stated that the developer has requested that this matter be pulled from the agenda at this time for additional research. The jury concurred. The President asked if there was anyone present to speak regarding this matter.

Mr. Ricky Mikle, resident of Martin Road, expressed opposition. He stated that there is no drainage system in place and the proposed development will create runoff to his backyard. Mr. Mikle stated that the site of the proposed development is elevated 50 feet above his property. He stated that he is concerned regarding the location of this type of development in Rocky Mount, advising that residents want to keep the area safe.

Ms. Lois Luce, 639 Firetower Road, stated that she owns the first home north of the site of the proposed subdivision. She stated that she feels the residents of this area were not adequately notified of the proposal, and stated that such a development will have an adverse effect on the existing residents. Ms. Luce stated that this is a rural farming community and residents wish to maintain this lifestyle. She stated that there is concern regarding increased crime and requested that the jury deny the request for approval of this development.

Mr. Dick Smith stated that he has approximately 10,000 acres in this area leased and stated that the site of the proposed development is not suitable for homes.

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Cypress North Estates, Unit 1, located in Section 20, Township 20 North, Range 12 West, Bossier Parish, LA. Mr. Charles Coyle, Coyle Engineering Co., Inc., stated that the proposed manufactured home development is located approximately 1/4 mile south of Highway 162 on Crouch Road. He stated that the proposed subdivision will have concrete driveways, sidewalks and street lights, and homes must be a minimum of 1600 square feet. Mr. Coyle stated that a homeowners association is to be formed. He stated that garages will be in the rear of the homes and brick skirting, steps and porches are required. Mr. Coyle stated that a total of 78 acres is included in the masterplan for the development and Unit 1 consists of 20 lots. He stated that the rear of the lots back up to Crouch Road, and advised that a brick and wooden privacy fence will be constructed along Crouch Road. Mr. Coyle stated that the Health Department has approved the proposed sewer system.

Mr. Dickie Barnes, 170 Deer Trail Drive, Benton, LA, expressed opposition, advising that this type of development will drastically change the community. He stated that a large number of homes are proposed, and stated that this development will have an adverse effect on property values in the area. Mr. Barnes expressed concern regarding increased traffic and urged the jury to deny the request for plat approval.

Mr. Robert Lance, 1191 Crouch Road, expressed concern regarding the sewer treatment facility. He expressed opposition to the proposed number of small lots in the development, and expressed concern regarding drainage. Mr. Benton stated that the police jury has no jurisdiction over the sewer system, advising that the Health Department has approved the proposed system.

Ms. Janelle Willis, 3240 East Linton Road, stated that she wants to live by people who are servants of the community.

Ms. Bonnie Elliott stated that she is concerned that drainage from the development will run across her property.

Ms. Bennett stated that new growth is anticipated in this area, and advised that she feels such a development is not the highest and best use of the property. **Motion was made by Ms. Bennett, seconded by Mr. Hammack, to vote that this issue be approved or disapproved, with a yes vote to approve the plat and a no vote to deny approval. The request for approval of the plat of the proposed development of Cypress North Estates, Unit No. 1, was denied with the following vote recorded:**

AYES: Mr. Altimus, Mr. Benton

NAYS: Mr. Avery, Ms. Bennett, Mr. Butler, Mr. Cochran, Mr. Cummings, Mr. Darby, Mr. Hammack, Mr. Johnston, Mr. Meachum, Mr. Plummer.

ABSTAIN: None

ABSENT: None

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of The Crossing at Wemple, located in Section 33, Township 19 North, Range 13 West, Bossier Parish, LA. Mr. Jeff Raley, Raley & Associates, was present, advising that the proposed development is to be located on Wemple Road, south of The Colony. He stated that the development will be served by Bossier City water, and will have streetlights and sidewalks. Mr. Raley stated that additional parking is planned. Mr. Benton expressed concern regarding the proposed 8 1/2 foot side setback line, stating that he feels it should be 10 feet. Mr. Wade Patterson, developer, stated that high density developments are very popular now. Mr. Sam Marsiglia, Bossier City-Parish MPC, stated that such developments are very common inside Bossier City.

After further discussion, there being no opposition, **motion was made by Mr. Avery, seconded by Mr. Cochran, to approve the plat of the proposed development of The Crossing at Wemple, as presented. Motion carried unanimously.**

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Old River Place, Unit No. 5, being a resubdivision of a portion of Lot 31, Lot 32, and a portion of Lot 33, Old River Place, Unit No. 2, located in Section 22, Township 17 North, Range 12 West, Bossier Parish, LA. Mr. Ford stated that the Bossier City-Parish MPC has approved the proposal. There being no opposition, **motion was made by Mr. Meachum, seconded by Mr. Plummer, to approve the plat of the proposed development of Old River Place, Unit No. 5, as presented. Motion carried unanimously.**

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Clear Creek, Unit No. 1, located in Section 26, Township 20 North, Range 12 West, Bossier Parish, LA. Mr. Ford stated that he has not received a copy of the covenants for the proposed development. He stated that only stick built homes are allowed, and lots will face Bellevue Road.

Mr. Ford stated that regulations should be considered to require a main subdivision entrance with interior roads.

Mr. Avery stated that yard light requirements should specify the bulb wattage. Mr. Jackson stated that a developer should install street/yard lights before a lot is sold.

There being no opposition, **motion was made by Ms. Bennett, seconded by Mr. Johnston, to approve the plat of the proposed development of Clear Creek, Unit No. 1, subject to review of the covenants by the Parish Attorney. Motion carried unanimously.**

Ms. Dodson announced the public hearing to consider approval of the minor Plat of Survey for Shelia Ann Joplin, located in Section 19, Township 20 North, Range 13 West, Bossier Parish, LA. Mr. Ford stated that Ms. Joplin wants to sell a tract of land to her daughter, but stated that there is no access to the property. He stated that the road, which is not a public right-of-way, is located on the adjoining landowner's property. Mr. Jackson, Parish Attorney, stated that Ms. Joplin has the right to use the road to access her property, but advised that this is a civil matter among landowners.

After discussion, **motion was made by Mr. Johnston, seconded by Mr. Cochran, to cast a yes vote to approve the plat and a no vote to deny. Approval of the minor Plat of Survey for Shelia Ann Joplin was denied, with the following vote recorded:**

AYES: Mr. Cochran, Mr. Johnston

NAYS: Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Butler, Mr. Cummings, Mr. Meachum, Mr. Plummer.
ABSTAIN: None
ABSENT FROM VOTE: Mr. Altimus, Mr. Darby, Mr. Hammack

Ms. Dodson announced the public hearing to consider approval of the minor Plat of Survey for Billy Loyd Wilkinson and Karen Lynn Martin Wilkinson, located in Section 17, Township 18 North, Range 11 West, Bossier Parish, LA. Mr. Ford stated that the landowner wants to sell two acres of a 10 acre tract. He stated that landowners within 300 feet of the Wilkinson property were notified.

There being no opposition, **motion was made by Mr. Avery, seconded by Mr. Plummer, to approve the minor Plat of Survey for Billy Loyd Wilkinson and Karen Lynn Martin Wilkinson, as presented. Motion carried unanimously.**

Ms. Dodson announced the public hearing to consider approval of the plat of the proposed development of Morgan Farms Subdivision, located in Section 25, Township 20 North, Range 12 West, Bossier Parish, LA. Mr. Ford stated that the property is located on Buffalo Road, which is a gravel road, and the owner wants to subdivide the property among family members. **Motion was made by Mr. Butler, seconded by Mr. Johnston, to remove this item from the agenda, to be referred to the Parish Engineer for administrative review. Motion carried unanimously.**

Mr. Richard Gunter, Bossier Parish Property Standards Officer, reported on a meeting of the Property Standards Board of Review. He presented current photographs of property at Section 17, Township 20 North, Range 13 West (Highway 3), Benton, LA, advising that little work has been done to bring the property into compliance. **Motion was made by Mr. Cummings, seconded by Ms. Bennett, to condemn property at Section 17, Township 20 North, Range 13 West (Highway 3), Benton, La, in accordance with property standards regulations. Motion carried unanimously.**

The following recommendations of the Property Standards Board of Review were presented:

- (1) 607 Lawrence Drive, Haughton, LA
Property is in compliance with property standards regulations; condemnation proceedings dismissed.
- (2) 1509 Rocky Trail, Haughton, LA.
Property is in compliance with property standards regulations; condemnation proceedings dismissed.
- (3) 245 Franwood, Elm Grove, LA
Property owner granted two-week extension; to be reviewed at the September 16, 2009, regular meeting.
- (4) 2021 Cypress Forest Drive, Benton, LA
Property is in compliance with property standards regulations; condemnation proceedings dismissed.

There was discussion of vacant lots in Magnolia Chase Subdivision. Mr. Jackson stated that the condition of these lots is affecting the other homeowners in the subdivision. He stated that parish crews can begin clean-up of the lots and monthly liens on the property can be filed. Mr. Avery requested that the end of the streets and any other undeveloped areas be included in the cleaned up. **Motion was made by Mr. Avery, seconded by Mr. Cummings, to condemn properties located in Magnolia Chase Subdivision at Section 17 and 18, Township 19 North, Range 13 West, Tract 2-G; Lot 10, Unit 1; Lots 1, 2, 4, 8, 9, 11 and 13, Unit 2-A; and Lots 2, 8, 9, 10, 11 and 14, Unit 3, Benton, LA, and to accept all other recommendations of the Property Standards Board of Review, as presented. Motion carried unanimously.**

Motion was made by Ms. Bennett, seconded by Mr. Johnston, to adopt an ordinance to lease 64.058 acres of property and improvements to the Cyberspace Innovation Center, Inc., and authorizing the President of the Bossier Parish Police Jury to sign any and all documents in connection with said lease, and otherwise providing with respect thereto.

ORDINANCE NO. 4303

AN ORDINANCE AUTHORIZING THE PRESIDENT OF THE BOSSIER PARISH POLICE JURY, THROUGH THE BOSSIER PARISH POLICE JURY, TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO LEASE 64.058 ACRES OF PROPERTY AND IMPROVEMENTS TO THE CYBERSPACE INNOVATION CENTER, INC., AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, Bossier Parish, through the Bossier Parish Police Jury ("Parish") owns an undivided interest in a 64.058 acre tract of land, irregular in shape, along with improvements located thereon (more particularly described in Exhibit "A" and hereafter referred to as the "Premises"); and

WHEREAS, the City of Bossier City ("City") and Bossier Parish, through the Bossier Parish Police Jury, purchased the Premises and, using City, Parish, and State of Louisiana ("State") funds, began construction of a building of approximately 130,000 square feet with related infrastructure as improvements to the Premises ("Building"); and

WHEREAS, the Building is of advanced construction providing heightened and unique levels of survivability, redundancy, and hardness designed for use by public and private tenants which, due to sophisticated technology and intensive security needs, require and value such commercial lease space; and

WHEREAS, the Premises was acquired and the Building is being constructed to fulfill the City, Parish, and State goal of developing a high quality research park in close proximity to Barksdale Air Force Base ("BAFB") which will enhance existing and future missions at BAFB and create economic development and educational opportunities in the Bossier area;

WHEREAS, Cyberspace Innovation Center ("CIC"), is a private, non-profit corporation formed pursuant to Section 501(c)(3) of the Internal Revenue Code for the purpose of managing and coordinating the development of cyber research and technology facilities located in Bossier City, Louisiana, and is uniquely suited to develop, operate, and maintain the Premises in a manner which advances the City, Parish, and State goal for the Premises;

WHEREAS, CIC has developed relationships, expertise, and experience with BAFB and those in the public and private sectors associated with military research and development and has acquired superior knowledge of State and Federal acquisition, procurement, research, and security processes all of which are unmatched in this region and are critical to the achievement of the City, Parish, and State goal for the Premises; and

WHEREAS, CIC will plan, oversee, coordinate and operate a state of the art scientific research park the National Cyber Research Park ("Research Park"), whose focus is to protect our nation's security by becoming the leader in cyberspace and cyber infrastructure research and technology development. CIC, through its members and directors, will foster collaboration, research and technology development at the CIC for the benefit of the United States and the general public. The corporation's planned activities include the following:

- 1) the facilitation and collaboration of research conducted by various entities that are or will become members of the corporation;
- 2) the acquisition and management of resources necessary to accomplish the above stated functions of the CIC, including acquisition of special research services, provision of communications infrastructure, management of special research and testing facilities, and acquisition of grants.

WHEREAS, CIC's officers and employees have specialized knowledge and experience concerning the unique requirements for development and management of cyber research and technology; and

WHEREAS, CIC's operations will involve and require close working relationships and communications with the military, with private contractors performing services for the military, and with private contractors who are researching and developing new and confidential forms of cyber technology; and

WHEREAS, considerations of national security dictate the CIC, in its management and operation of the Research Park and related cyber facilities, maintain and protect all required levels of confidentiality regarding the nature and development of such technology; and

WHEREAS, access to certain CIC facilities or projects will require special clearances, from the military or otherwise; and

WHEREAS, contractors who potentially will utilize the cyber facilities provided by CIC will require a level of confidentiality and security in order to protect the research and development of cyber technology; and

WHEREAS, the City of Bossier City, Louisiana, and the Parish of Bossier, Louisiana, while retaining ownership of the property where the National Research Park is located, and desiring to promote and encourage the development of the Research Park for the benefit of national security, education, regional economic development and other matters of public policy, are not positioned as public entities to manage and oversee the day-to-day operations of the Research Park, and depend upon specialized knowledge, experience and assistance from the private sector, and in particular, from CIC, for the efficient and secure operations of any cyber research park or facility; and

WHEREAS, CIC has extensive experience to date in coordinating preparations for the planning, operation and management of the cyber research park in Bossier Parish, Louisiana; and

WHEREAS, the City and the Parish desire to lease the premises to CIC for the purpose of the development, operation, and maintenance of the Premises and improvements thereon in accordance with the City, Parish, and State goal for the Premises; (said proposed lease herein referred to as the "Lease"); and

WHEREAS, the consideration for the Lease includes CIC's obligation to utilize its unique relationships, expertise, experience, and knowledge exclusively in the development, operation, and management of the Premises in a manner which maximizes the City, Parish, and State goal for the Premises, and other valuable consideration; and

WHEREAS, the Lease shall require that CIC promote the Premises as a research park and sub-lease the Building, the land, and other improvements under terms and to persons and entities all of which advance the City, Parish, and State goal for the Premises; and

WHEREAS, the Lease shall require that all revenues in excess of reasonable expenses generated from the Premises be used for the development, operation, and maintenance of the Premises and shall be reported to the Parish on an annual basis; and

WHEREAS, the economic impact of the development of the Premises is vital to the growth of this area and to the Parish; and

WHEREAS, the proposed development will generate jobs, sales taxes on materials, and commercial sales after development; provide a quality development in the area; and generate new tax revenues; and

WHEREAS, the Parish announced the scheduled consideration of this Ordinance at the meeting immediately preceding the meeting at which it is being adopted; and

WHEREAS, the Lease remained on file with the Parish for public inspection from the time of this Ordinance's introduction; and

WHEREAS, the general terms of this Ordinance were published once a week for two consecutive weeks beginning at least fourteen days prior to its adoption in the Bossier Press Tribune, the Parish's official journal; and

WHEREAS, the Parish heard any and all objections to the Lease on the day this Ordinance was adopted; and

WHEREAS, the Parish is of the opinion, after a hearing of any such objections, that the public interest would be served by the lease of the Premises to Cyberspace Innovation Center, Inc.; and

NOW, THEREFORE, BE IT ORDAINED by the Bossier Parish Police Jury, in regular session convened, hereby authorizes, after due notice, the lease of the Premises to the Cyberspace Innovation Center, Inc., in accordance with a lease containing terms no less favorable to the Parish than those described in this Ordinance and the proposed lease which has been on file with the Parish for public inspection since this Ordinance's introduction; and

BE IT FURTHER ORDAINED, that this Ordinance be published as soon as possible after its adoption in the Bossier Press Tribune, the Parish's official journal;

BE IT FURTHER ORDAINED, that the President of the Bossier Parish Police Jury is hereby authorized to sign any and all documents necessary to effect the lease of the Premises to the Cyberspace Innovation Center, Inc. as well as any amendments thereto;

BE IT FURTHER ORDAINED, that this Ordinance is severable and divisible such that, in the event any provision or portion thereof shall be held or be invalid or unenforceable, the remainder of the provision and remaining provisions shall continue to be in full force and effect; and;

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

The Ordinance was offered by Ms. Bennett, seconded by Mr. Mr. Johnston. It was duly adopted on this 2nd day of September, 2009, with the following vote recorded:

AYES: Mr. Altimus, Mr. Avery, Ms. Bennett, Mr. Benton, Mr. Butler, Mr. Cochran, Mr. Cummings, Mr. Darby, Mr. Hammack, Mr. Johnston, Mr. Meachum, Mr. Plummer.

NAYS: None
ABSENT: None
ABSTAIN: None
CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

EXHIBIT "A"
LEASED PREMISES

BEING DESCRIBED AS 64.058 ACRE (MORE OR LESS) TRACT OF LAND IN SECTIONS 18 AND 19, TOWNSHIP 18 NORTH, RANGE 12 WEST, BOSSIER PARISH, LOUISIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the southwest corner of said Section 19 which is monumented with a 2" iron pipe;
Thence proceed North 00°28'08" East along the west line of said Section 19 for a distance of 2713.13 feet;
Thence proceed North 74°10'21" East for a distance of 3014.12 feet to the northerly right of way line of Interstate No. 20 and the Point of Beginning of the tract herein described which is monumented with a 3/4" iron pipe;
Thence proceed North 20°02'55" West for a distance of 1933.06 feet to the southerly right of way line of US Highway No. 80 and a 3/4" iron pipe;
Thence proceed North 69°54'50" East along said right of way line for a distance of 1315.80 feet to a 5/8" iron rod;
Thence proceed North 78°26'50" East along said right of way line for distance of 101.12 feet to a 5/8" iron rod;
Thence proceed North 69°54'50" East along said right of way line for a distance of 181.24 feet to the centerline of Flat River;
Thence proceed South 09°10'18" West along said centerline for a distance of 264.94 feet;
Thence proceed South 04°05'10" East along said centerline for a distance of 201.55 feet;
Thence proceed South 14°07'15" East along said centerline for a distance of 193.97 feet;
Thence proceed South 17°30'39" East along said centerline for a distance of 295.15 feet;
Thence proceed South 37°06'03" East along said centerline for a distance of 319.82 feet;
Thence proceed South 12°06'25" East along said centerline for a distance of 373.42 feet;
Thence proceed South 12°16'41" West along said centerline for a distance of 120.54 feet;
Thence proceed South 12°31'12" West along said centerline for a distance of 372.80 feet to the northerly right of way line of said interstate No.20;
Thence proceed South 74°10'21" West along said northerly right of way line for a distance of 1159.37 feet to the Point of Beginning of the tract herein described, containing 64.058 acres, more or less.

LEASE AGREEMENT
BETWEEN
CITY OF BOSSIER CITY
AND
PARISH OF BOSSIER
THROUGH
BOSSIER PARISH POLICE JURY
AS LESSOR
AND
CYBERSPACE INNOVATION CENTER, INC.
AS LESSEE
COMMENCEMENT DATE: September 2, 2009

TABLE OF CONTENTS

Page
ARTICLE 1 - Leased Premises 1
ARTICLE 2 - Term 1
ARTICLE 3 - Rent 2
ARTICLE 4 - Utilities 2
ARTICLE 5 - Real Estate Taxes 3
ARTICLE 6 - Lessee's Use of Premises 3
ARTICLE 7: - Maintenance and Repairs 4
ARTICLE 8 - Alterations 5
ARTICLE 9 - Liability 5
ARTICLE 10 - Insurance 5
ARTICLE 11 - Damage or Destruction 6
ARTICLE 12 - Eminent Domain 8
ARTICLE 13 - Lessee's Additional Agreements 8
ARTICLE 14 - Default By Lessee 9
ARTICLE 15 - Default By Lessor 10
ARTICLE 16 - Failure to Insist on Strict Performance 10
ARTICLE 17 - Surrender of Premises Upon Termination of Lease 11
ARTICLE 18 - Expenses and Attorney's Fees 11
ARTICLE 19 - General Provisions 11

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into by and between:
CITY OF BOSSIER CITY, a political subdivision of the State of Louisiana, Bossier Parish, Louisiana, whose mailing address is 620 Benton Road, Bossier City, Louisiana 71171-5337 ("City")
AND

PARISH OF BOSSER through BOSSIER PARISH POLICE JURY, a political subdivision of the State of Louisiana,

Bossier Parish, Louisiana, whose mailing address is 204 Burt Boulevard, Benton, Louisiana 71006 ("Parish")
(Together hereinafter referred to as "Lessor");

AND

CYBERSPACE INNOVATION CENTER, INC., a Louisiana non-profit corporation with its offices in Bossier Parish, Louisiana, whose mailing address is 6220 E. Texas, BPCC Building D, Bossier City, Louisiana 71111, (hereinafter referred to as "Lessee");

under the terms of which Lessor and Lessee agree as set forth herein.

1. Leased Premises.

1.1 Lessor leases to Lessee and Lessee from Lessor, at the rental and on the terms and conditions hereinafter set forth, real property, infrastructure, and improvements (the "Real Property") situated in Bossier Parish, Louisiana, described on Exhibit "A," attached hereto. The Real Property is hereunder referred to as the "Leased Premises" or "Premises."

1.2 Lessor has begun construction of a building on the Premises of approximately 150,000 sq. ft of advanced construction providing heightened and unique levels of survivability, redundancy, and hardeners. ("Building") The Building is an improvement to the Premises and specifically included in and is subject to the terms of this Lease.

1.3 Condition of Property. Lessee accepts the condition of the Premises, in "as is" condition.

2. Term.

2.1 ENTRY PRIOR TO COMMENCEMENT DATE. Any entry onto or use of the Premises by Lessee prior to the Commencement Date shall be governed by all of the terms, covenants, and conditions of this Lease.

2.2 COMMENCEMENT DATE AND LEASE TERM. The Commencement Date shall be as provided for on Exhibit "B," attached hereto. The term of the Lease shall begin on the Commencement Date and shall continue for the term provided for in Exhibit "B."

3. Rent.

3.1 Lessee's obligations to Lessor as set forth in this Article 3 shall constitute the "Rent" for the lease. All parties agree that the Rent is adequate cause and consideration for the Lease.

3.2 The parties agree that the Premises was acquired and the Building is being constructed to fulfill the City, Parish, and State goal of developing a high quality research park in close proximity to Barksdale Air Force Base ("BAFB") which will enhance existing and future missions at BAFB and create economic development and educational opportunities in the Bossier area.

3.3 Lessee shall, during the term of this Lease, utilize its unique relationships, expertise, experience, and knowledge exclusively in the development, operation, and management of the Premises in a manner which maximizes the City, Parish, and the State of Louisiana goal for the Premises.

3.4 Lessee shall be responsible for the full development, operation, and maintenance of the Premises and shall aggressively promote the Premises as a research park and sublease the Premises under terms and to persons and entities all of which advance the City, Parish, and State goal for the Premises.

3.5 All revenues derived by Lessee in excess of reasonable expenses generated from the Premises shall be used solely for the development, operation and maintenance of the Premises and shall be reported to the City and Police Jury on an annual basis.

3.6 Lessee promises and agrees to pay, as additional Rent, (1) utilities, as provided for in Article 4; (2) real estate taxes, as provided for in Article 5; (3) expenses for maintenance, as provided for in Article 7; and (4) insurance, as provided for in Article 10.

4. Utilities. Lessee agrees to arrange for, and shall promptly pay when due, all fees, charges and deposits with respect to utilities used upon the Leased Premises. If Lessee fails to pay when due any such charges, Lessor may pay the same and any amounts so paid by Lessor shall thereupon become due the Lessor by Lessee as additional rent. Lessor shall not be liable in any way for the utility service to the Premises, and any interruption in service shall have no effect upon this Lease or Lessee's obligation to pay, as provided for herein. Therefore, any interruption in utility service shall not constitute either a constructive or actual eviction or as a basis for any abatement of Rent.

5. Real Estate Taxes.

5.1 Lessee shall reimburse Lessor for the full cost of all real estate taxes made or filed by any public authority on or against the Leased Premises (referred to as "Real Estate Taxes") during the Primary Term or any extensions thereof.

5.2 Within thirty (30) days of the date on which Lessor mails or delivers to Lessee a copy of the tax notice for the payment of any Real Estate Taxes, Lessee shall pay to Lessor as additional rent an amount equal to the Real Estate Taxes shown as due on such notice.

5.3 Any Real Estate Taxes accruing or coming due during the calendar year in which this Lease commences or terminates shall be prorated so that Lessee shall be liable only for that portion of such Real Estate Taxes due for such year which is equivalent to that portion of the year which falls within the Primary Term or any extension thereof.

5.4 Lessee shall be liable for all taxes levied against movable property and trade fixtures owned by Lessee and located on the Leased Premises.

5.5 Nothing herein shall be construed as an agreement or admission that the Premises shall or should be assessed for real estate taxes.

6. Lessee's Use Of Premises.

6.1 Permitted Use. The Premises may be used and occupied in any manner which, advances the City, Parish, and State goal for the Premises.

6.2 Permits And Licenses. Lessee shall obtain at its cost and expense all permits and licenses required for the transaction of its business in the Premises. Lessee shall not violate any applicable law, ordinance, or governmental regulation now in force or which may hereafter be in force pertaining to the Premises.

6.3 Prohibited Uses. Lessee shall not permit any waste or nuisance in or to the Premises at any time. Lessee shall not conduct or permit to be conducted any unlawful activity on the Premises. Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed:

(a) Use the Premises in any way or do, fail to do, or permit any act, condition, or use in or about the

Premises which causes an increase in the cost of Lessor's insurance premium or invalidates any insurance policy carried on the Premises or any other part of the Building;

- (b) Damage or deface the walls, ceilings, floors, or any other part of the Premises;
- (c) Conduct or permit within the Premises any fire, auction, or bankruptcy sales; or
- (d) Permit any objectionable or unpleasant odors or loud noises to emanate from the Premises.

7. Maintenance and Repairs.

7.1 Lessee leases and accepts the Leased Premises in their condition as they exist at the beginning of the term of this Lease. Lessee acknowledges that the Leased Premises are in a good and satisfactory condition.

7.2 Lessee assumes, at Lessee's sole expense, the responsibility throughout the period this Lease remains in effect for maintaining the Lease Premises in a good, orderly and safe condition and state of repair. Particularly, but without limitation, Lessee shall, at Lessee's sole expense, keep all buildings, parking areas, driveways, sidewalks and steps on the Leased Premises in good, safe and secure condition.

7.3 Lessee shall likewise, at Lessee's sole expense, maintain and keep in good condition and repair and in good normal working order the fixtures and facilities in the buildings or improvements on the Leased Premises or forming a part thereof, including, and without limitation thereto, the repair or replacement of any or all of the electrical, plumbing and mechanical systems, including, but not limited to air conditioning and heating equipment, fire protection systems, water lines, drain lines, water fountains, and all other fixtures or facilities located on the Leased Premises.

7.4 All such maintenance and repair by Lessee shall be of a class or quality which is equal to the original work or construction in the Leased Premises.

7.5 Lessee, at Lessee's sole expense, shall make all repairs, maintenance, upkeep and replacements to the Leased Premises as called for herein, whenever and as soon as needed. If Lessee fails, within five (5) calendar days immediately following the giving of written notice by Lessor, to proceed with due diligence to make repairs required to be made by Lessee, Lessor may make such repairs at the expense of Lessee. The expenses thereof incurred by Lessor shall be collectible as additional rent and payable to Lessor by Lessee within thirty (30) calendar days immediately after Lessor has served Lessee with written demand for payment. Said demand shall be accompanied with written evidence of the cost for said repairs or replacements.

7.6 Lessee shall permit Lessor and/or its authorized representative, to enter the Leased Premises and the buildings and improvements on or about the Leased Premises at all reasonable times during usual business hours for any one or more of the following purposes:

- (a) Inspecting the Leased Premises and the buildings and improvements thereon and of making any necessary repairs to the same;
- (b) Performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority;
- (c) Performing any work that may be necessary to prevent waste or deterioration in connection with the Leased Premises for which Lessee is obligated hereunder, but has failed, to make, perform or prevent; or
- (d) Showing the Leased Premises to prospective purchasers or Lessees.

8. Alterations. Lessee shall make no capital installations, alterations, additions or improvements in or to the Leased Premises (collectively referred to as "Lessee Improvements"), without written consent of Lessor. Any alterations or additions, including any fixtures or equipment made a part of or installed to the interior or exterior of the Premises by either party shall, upon the termination of this Lease for whatever reason, become the property of Lessor and be surrendered with the Premises. Notwithstanding the foregoing, Lessee may install unattached, movable trade fixtures, and may remove same upon termination of this Lease.

9. Liability.

9.1 Lessee agrees to indemnify, defend and hold Lessor harmless against any and all claims, liability, loss, cost, damages or expense, including court costs and reasonable attorney's fees, arising out of any action or occurrence or omission causing loss of life or injury or damage to any person or property whatsoever occurring on, in or about the Leased Premises, or any part thereof, or occurring to the Leased Premises, including, without limitation, damage or injury caused by: (1) Lessee's occupation of the Premises, conduct of its business, or any other activity permitted or suffered by the Lessee in and about the Premises; (2) any default, breach, violation or nonperformance of this Lease, or any of its terms, covenants, and conditions; (3) any penalty, damage, or charge incurred or imposed by reason of any violation of law, statute, ordinance or governmental rule, regulation or requirement now or hereafter in force, by Lessee, or any officer, agent, employee, guest, customer, sub-lessee, assignee, or invitee of Lessee; and (4) any act, omission, or negligence of Lessee, or any officer, agent, employee, guest, customer, sub-lessee, assignee, or invitee of Lessee, including any act, omission, or negligence resulting in injury or death.

9.2 In connection with the foregoing, Lessee upon notice from Lessor shall defend any claim at Lessee's expense by counsel reasonably satisfactory to Lessor.

9.3 Subject to the foregoing provisions of Sections 9.1 and 9.2, Lessee assumes (a) responsibility for the condition of the Leased Premises, and (b) all risk of damage to property or injury to persons in, upon or about the Leased Premises from any cause. Lessor shall not be liable for injury or damage caused by any defect in the Leased Premises to Lessee or to anyone in the Leased Premises who derived his right to be thereon from Lessee.

10. Insurance.

10.1 During the term of this Lease or any extension thereof, Lessee shall procure, carry and maintain, at its sole cost and expense, the following insurance:

- (a) A risk of direct physical loss special form policy with a deductible not to exceed Ten Thousand and no/100 Dollars (\$10,000.00), insuring the buildings and other improvements located on the Leased Premises in an amount equal to or greater than One Hundred (100%) of the estimated full replacement value of such buildings and improvements, without depreciation; and
- (b) A Commercial General Liability insurance policy against claims for bodily injury, death or damage to property occurring in, on or about the Leased Premises, with such insurance to afford protection in a single limit of not less than \$1,000,000.00 with respect to bodily injury or death arising out of any one occurrence or for damage or injury to property occurring in, on or about the Leased Premises.

10.2 All policies of insurance provided for herein shall be:

- (a) Issued by insurance companies qualified to do business in the State of Louisiana; and
- (b) Amended to add as additional insureds, Lessor and such other persons or firms as Lessor specifies from time to time.

Executed copies of such policies of insurance and certificates thereof shall be delivered to the Lessor prior to delivery of possession of the Leased Premises to Lessee and, with respect to any changes of policies or insurers, within fifteen (15) days following any such change. If any such policy shall expire or terminate, renewal or additional policies shall be obtained and maintained by the Lessee in like manner and to like extent. All policies of insurance delivered to the Lessor must contain a provision that the insurer of the policy shall give to Lessor twenty (20) days' notice in writing in advance of any cancellation or lapse of the policy or the effective date of any reduction in the amounts of insurance. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which the Lessor may carry.

10.3 In the event that Lessee fails to procure and/or maintain any insurance required by this Article 10, or fails to carry insurance required by law or governmental regulation, Lessor may (but without obligation to do so) at any time to from time to time, and without notice, procure such insurance and pay the premiums therefor, in which event Lessee shall repay as additional rent to the Lessor all sums so paid by Lessor, and any incidental costs or expenses incurred by Lessor in connection therewith, within ten (10) days following Lessor's written demand to Lessee for such payment.

11. Damage or Destruction.

11.1 If any of the buildings located on the Leased Premises are damaged by any peril covered by insurance required to be maintained in Section 10.1, then the following provisions contained in this Section 11.1 shall apply:

- (a) In the event of the total destruction of all of the building, this Lease shall automatically terminate as of the date of such casualty.
- (b) In the event of partial destruction of a building, Lessor shall be responsible for repairing such damage and restoring the building or the Leased Premises, except in the circumstances hereinafter provided. If a building is damaged and:
 - (i) the repair or restoration thereof, in Lessor's opinion, cannot be completed within ninety (90) days of commencement of repair or restoration;
 - (ii) the repair or restoration is not covered by insurance, or the estimated cost thereof exceeds the insurance proceeds available for repair or restoration plus any amount which Lessee is obligated or elects to pay for such repair or restoration;
 - (iii) the estimated cost of repair or restoration of the building exceeds fifty percent (50%) of the full replacement cost of the building; or
 - (iv) the building cannot be restored except in a substantially different structural or architectural form than existed before the damage and destruction;
 then Lessor shall have the option to either terminate this Lease or to repair or restore the Leased Premises or the building.
- (c) If a building located on the Leased Premises is partially destroyed and, as a direct result thereof, Lessee is unable to operate its business from the Leased Premises for a period of thirty (30) consecutive days from the date of such partial destruction, Lessee shall have the option to terminate this Lease as provided herein.

In the event that Lessor or Lessee, as the case may be, elects pursuant to the terms of this Section 11.1 to terminate this Lease, the party terminating the Lease shall give notice to the other party within forty-five (45) days after the occurrence of such damage, terminating this Lease as of the date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the giving of such notice.

In the event such notice is given, this Lease shall expire and all interest of Lessee in the Leased Premises shall terminate on the date specified in the notice.

11.2 Upon any termination of this Lease under any of the provisions of this Article 11, the parties shall be released thereby, without further obligation to the other, from the date of possession of the Leased Premises is surrendered to the Lessor, except for items which have theretofore accrued and are then unpaid.

11.3 If any of the buildings located on the Leased Premises are partially destroyed as a result of any cause, then the following provisions shall apply:

- (a) If Lessee is not obligated to, or does not elect to, pay for repair and restoration of same, Lessor may elect to terminate this Lease; and
- (b) If Lessee is unable to operate its business from the Leased Premises for a period of thirty (30) consecutive days from the date of such partial destruction, Lessee may elect to terminate this Lease.

11.4 If the Leased Premises, or any portion thereof, are damaged or destroyed by any cause, Lessee shall give immediate written notice thereof to Lessor.

11.5 In the event Lessee is unable to operate its business from the Leased Premises for a period of thirty (30) consecutive days from the date of any formally declared state of emergency, natural disaster, or declaration of martial law, Lessee shall have the option to terminate this Lease as provided herein.

12. Eminent Domain.

12.1 In the event all or any portion of the Leased Premises is taken by any governmental authority under the exercise of its right of eminent domain or similar right (or by act in lieu thereof), any award granted (or sums paid in lieu thereof) which is attributable to Lessor's right, title and interest in and to the Leased Premises shall belong entirely to Lessor; provided that any award granted (or sums paid in lieu thereof) which is attributable to Lessee's leasehold interest in the Leased Premises shall belong entirely to Lessee.

12.2 Subject to the provisions of Section 12.1, if such taking of the Leased Premises is total, this Lease shall terminate upon the taking.

12.3 In the event of a partial or temporary taking, rent shall be proportionately abated as of the date of such taking; provided that, if such partial or temporary taking shall substantially and materially interfere with Lessee's use of the Leased Premises for the purpose of operating Lessee's business, Lessee shall have the option, to be exercised by notice in writing to Lessor within fifteen (15) days after the taking, of terminating this Lease.

13. Lessee's Additional Agreements.

13.1 Lessee agrees at its own sole expense to:

- (a) Keep the Leased Premises (including without limitation, exterior and interior portion of all windows, doors and all other glass) in a neat and clean condition;
- (b) Regularly tend, water, weed, trim and maintain in good order and condition all, if any, landscaped and planted areas on the Leased Premises;
- (c) Keep at all times all grounds, parking and loading areas and sidewalks on the Leased Premises in a broom clean, neat, orderly manner free of trash, weeds and debris;
- (d) Promptly comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning, building, fire and safety laws and codes) affecting the Leased Premises, unless the compliance would require alteration of the buildings located on the Leased Premises; and
- (e) Handle and dispose of all rubbish, garbage and waste from Lessee's operations in accordance with regulations established by governmental authorities.

13.2 Lessee agrees that it shall not at any time without first obtaining Lessor's prior written consent:

- (a) Subject the interest of Lessee hereunder to any mortgage, lien, security interest or other encumbrance;
- (b) Perform any act or carry on any practice which may damage, mar, or deface the Leased Premises; or
- (c) Use, occupy, do or permit anything to be done in the Leased Premises which will cause structural damage to any building, or which would constitute a public or private nuisance, or which will violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state, parish or municipal governments, or of any department, subdivisions, bureaus or officers thereof, or of any other governmental, public or quasi-public authorities now existing or hereafter having jurisdiction in the Leased Premises.

14. Default By Lessee.

14.1 Any one or more of the following events or occurrences shall constitute a default by Lessee of the Lease, to-wit:

- (a) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee;
- (b) The failure by Lessee to make any payment of additional rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee;
- (c) If a petition in bankruptcy is filed by Lessee;
- (d) If proceedings under any bankruptcy or debtor's relief law shall be filed against Lessee; or
- (e) If proceedings are taken by or against Lessee seeking the appointment of a receiver or similar relief.

14.2 In the event of a default by Lessee, Lessor may, in addition to any other right or rights which Lessor may have under the provisions of this Lease or by law, and the Lessor's option:

- (a) Proceed for past due installments of additional rent only, reserving its right to proceed later for the remaining installments;
- (b) Declare all of the unpaid installments of additional rent at once due and payable, whereupon the whole thereof shall become and be immediately due and payable, anything herein to the contrary notwithstanding, and proceed to enforce its legal remedies hereunder; and
- (c) Declare this Lease to be terminated and immediately expel Lessee, without, however, waiving Lessor's right to collect all installments of additional rent and other payments due or owing for the period up to the time Lessor regains occupancy.

14.3 All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by this Lease or by law. The exercise by Lessor of any right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

15. Default By Lessor. In the event of any failure on the part of Lessor to comply with any one of the terms, covenants or conditions of the Lease within fifteen (15) days after the giving by Lessee to Lessor of written notice of such failure to comply, then Lessor shall be in default and Lessee shall have the option of declaring the Lease to be terminated. No indulgence on the part of Lessee shall be construed or held to be a waiver of any of its rights hereunder or prevent it from demanding the fulfillment of any of the renewal provisions of the Lease or the exercise of any of its rights of any kinds.

16. Failure to Insist on Strict Performance. The failure of Lessor to insist, in any one or more instances, upon a strict performance of any covenant of this Lease shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect.

17. Surrender of Premises Upon Termination of Lease. Upon termination of this Lease, Lessee shall:

- (a) Immediately surrender possession of the Leased Premises, including buildings and all surroundings grounds, to Lessor in a good, clean, neat, orderly and broom-clean condition, free of all trash and debris;
- (b) Deliver all equipment and all keys to the Leased Premises to Lessor;
- (c) Surrender to Lessor all buildings and improvements on the Leased Premises, including, but not limited to, outside grounds, sidewalks, parking and drives, which shall be in the same condition received by Lessee at the commencement of this Lease, ordinary wear and tear excepted;
- (d) Surrender to Lessor all electrical, plumbing, air-conditioning and heating systems, all mechanical equipment, all fire protection equipment and all doors located on the Leased Premises in the same condition received by Lessee at the commencement of this Lease, ordinary wear and tear excepted; and
- (e) Immediately, assign to Lessor any and all Lessee's interests and rights in and to subleases and contracts affecting or connected with the Leased Premises.

18. Expenses and Attorney's Fees. Should either Lessor or Lessee employ an attorney to institute a legal proceeding against the other party for the purpose of collecting any monies due hereunder or in enforcing any of the provisions hereof, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) shall pay to the prevailing party all reasonable costs and expenses, including attorney's fees, expended or incurred in connection with such a proceeding.

19. General Provisions.

19.1 Any notice to be given under this Lease by Lessor to Lessee or by Lessee to Lessor shall be considered as duly given if made in writing, addressed to the other party and mailed by registered or certified mail, postage prepaid, to the address of the other party as first hereinabove set forth, or to such address of Lessor as Lessor may from time to time designate in writing, or to such address of Lessee as Lessee may from time to time designate in writing.

19.2 Unless the context otherwise requires, when used herein the singular includes the plural, and vice versa, and the masculine includes the feminine and neuter, and vice versa.

19.3 Except as otherwise provided herein, this Lease is binding upon and inures to the benefit of the parties hereto, their successors and assigns.

19.4 Captions are inserted for convenience only and shall not be given any legal effect. Any reference to a designated "Subsection," "Section" or "Article" is to the subsection, section or article of this Lease so designated.

19.5 This Lease is declared to be a Louisiana contract, and all of the terms thereof shall be construed according to the laws of the State of Louisiana.

19.6 This Lease may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument. This Lease shall not be binding until it is signed by all parties.

19.7 It is intended that each section of this Lease shall be viewed as separate and divisible, and, in the event any section of this Lease or portion thereof shall be held or be invalid or unenforceable, the remainder of the section and the remaining sections shall continue to be in full force and effect.

19.8 It is specifically understood and agreed to by the parties hereto that this Lease constitutes the entire Lease and understanding between the parties hereto and that there have been no representations, warranties, covenants or conditions made by any party except for those specified and contained in this Lease. Further, the parties agree that this Lease cannot be changed, modified, altered or terminated except in writing signed by all parties. The following exhibits have been attached to and incorporated into this Lease:

Exhibit "A" – Description of the Leases Premises

Exhibit "B" – Lease Term

19.9 Each of the parties hereto specifically warrants and acknowledges that he or it has read fully this entire Lease and understands and agrees to each provision contained herein.

19.10 Memorandum Of Lease. Contemporarily with the execution of this Lease, Lessor and Lessee shall execute and deliver a Memorandum of Lease which Lessee may record in the records of Bossier Parish, Louisiana. The Memorandum of Lease shall set forth the description of the Premises, the initial term and the option terms of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in multiple counterparts, each of which shall have the force and effect of an original, in the presence of the undersigned competent witnesses on the date set forth below their names, effective as of the 2nd day of September, 2009.

WITNESSES:

Lorenz J. Walker, Mayor
City of Bossier City
Date: _____

-- Lessor

STATE OF LOUISIANA
PARISH OF BOSSIER

On this ____ day of _____, 2009, before me personally appeared _____, to me known, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC in and for
Bossier Parish, Louisiana
WITNESSES:

Glenn Benton, President
Parish of Bossier through
Bossier Parish Police Jury
Date _____

-- Lessor

STATE OF LOUISIANA
PARISH OF BOSSIER

On this ____ day of _____, 2009, before me personally appeared _____, to me known, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC in and for
Bossier Parish, Louisiana
WITNESSES:

Cyberspace Innovation Center, Inc.
Date: _____

-- Lessee

STATE OF LOUISIANA
PARISH OF BOSSIER

On this ____ day of _____, 2009, before me personally appeared _____, to me known, who executed the foregoing instrument, and acknowledged that he

executed the same as his free act and deed.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC in and for
Bossier Parish, Louisiana

EXHIBIT "A"
LEASED PREMISES

BEING DESCRIBED AS 64.058 ACRE (MORE OR LESS) TRACT OF LAND IN SECTIONS 18 AND 19, TOWNSHIP 18 NORTH, RANGE 12 WEST, BOSSIER PARISH, LOUISIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the southwest corner of said Section 19 which is monumented with a 2" iron pipe;
Thence proceed North 00°28'08" East along the west line of said Section 19 for a distance of 2713.13 feet;
Thence proceed North 74°10'21" East for a distance of 3014.12 feet to the northerly right of way line of Interstate No. 20 and the Point of Beginning of the tract herein described which is monumented with a 3/4" iron pipe;
Thence proceed North 20°02'55" West for a distance of 1933.06 feet to the southerly right of way line of US Highway No. 80 and a 3/4" iron pipe;
Thence proceed North 69°54'50" East along said right of way line for a distance of 1315.80 feet to a 5/8" iron rod;
Thence proceed North 78°26'50" East along said right of way line for distance of 101.12 feet to a 5/8" iron rod;
Thence proceed North 69°54'50" East along said right of way line for a distance of 181.24 feet to the centerline of Flat River;
Thence proceed South 09°10'18" West along said centerline for a distance of 264.94 feet;
Thence proceed South 04°05'10" East along said centerline for a distance of 201.55 feet;
Thence proceed South 14°07'15" East along said centerline for a distance of 193.97 feet;
Thence proceed South 17°30'39" East along said centerline for a distance of 295.15 feet;
Thence proceed South 37°06'03" East along said centerline for a distance of 319.82 feet;
Thence proceed South 12°06'25" East along said centerline for a distance of 373.42 feet;
Thence proceed South 12°16'41" West along said centerline for a distance of 120.54 feet;
Thence proceed South 12°31'12" West along said centerline for a distance of 372.80 feet to the northerly right of way line of said interstate No.20;
Thence proceed South 74°10'21" West along said northerly right of way line for a distance of 1159.37 feet to the Point of Beginning of the tract herein described, containing 64.058 acres, more or less.

EXHIBIT "B" – LEASE TERM

- A. Commencement Date. The Commencement Date of this Lease shall be September 2nd, 2009.
- B. Term. The term of this Lease begins on the Commencement Date and continues for a period of twenty five years, unless terminated pursuant to the terms, covenants, and conditions of this Lease, prior thereto.
- C. Option Term. Lessee shall have the option to extend this Lease for three (3) consecutive terms of ten years, each upon the same terms, covenants, and conditions as herein provided at the rental provided. Lessee must notify Lessor of its extension of this Lease pursuant to this option by delivering written notice to Lessor on or before one hundred eighty (180) days preceding the expiration of any given Lease Term. If notice is not provided Lessor on or before said one hundred eighty (180) day period, this option shall be null and void and of no force or effect.

Mr. John Hodge, Weiner, Weiss & Madison, discussed the proposed adoption of an ordinance establishing a procedure to acquire full ownership and merchantable title to adjudicated properties and to liquidate adjudicated properties. He stated that the adoption of this ordinance is in accordance with a new Louisiana law which became effective August 15, 2009. Mr. Hodge advised that this ordinance also provides that an adjacent landowner can request to purchase adjudicated property if he has maintained the property for more than one year. **Motion was made by Mr. Avery, seconded by Mr. Cummings, to adopt an ordinance establishing a procedure to acquire full ownership and merchantable title to adjudicated properties, and to liquidate adjudicated properties. Motion carried unanimously.**

ORDINANCE NO. 4304

AN ORDINANCE REGULATING ADJUDICATED PROPERTIES IN THE PARISH OF BOSSIER.

BE IT ORDAINED, by the Bossier Parish Police Jury that there is a need to protect the public safety, health and welfare of the citizens of the Parish of Bossier in regards to the abandoned properties within the Parish of Bossier, Louisiana.

BE IT FURTHER ORDAINED, by the Police Jury of Bossier Parish, in regular session convened on the date set forth below, that the Bossier Parish Police Jury adopt this Ordinance for the purpose of establishing procedures as authorized by (1) La. R.S. 47:2201 *et seq.*, for the Police Jury to sell or donate adjudicated properties and (2) La. R.S. 47:2236 *et seq.* for the Police Jury to (i) acquire full ownership and merchantable title to adjudicated properties and (ii) liquidate adjudicated properties in which full ownership was acquired:

Section 1. Definitions

As used in this article, the following terms shall have the following meanings, to-wit:

Adjoining landowner(s) shall mean the owner(s) of property sharing contiguous boundaries with an adjudicated vacant lot.

Adjudicated property shall mean immovable property of which tax sale title is acquired by the Bossier Parish Police Jury pursuant to La. R.S. 47:2196.

Adjudicated vacant lot shall include, but not be limited to, any undeveloped immovable property without any building thereon, which is not being maintained by its owner or an agent of its owner and which is adjudicated property.

Section 2. Sale or donation of adjudicated properties.

- (a) The Police Jury may sell or donate adjudicated property in accordance with La. R.S. 47:2201, 2203 and 2206.

(b) The Police Jury authorizes the Parish Administrator to appoint a third party to administer the sale or donation of adjudicated property on behalf of the Parish of Bossier.

(c) Private sales of adjudicated property shall not be authorized by this Ordinance.

Section 3. Minimum bid prices; sale of adjudicated properties.

Unless otherwise provided by this Ordinance, the Police Jury elects to set a dollar amount as a minimum bid for the public sale of adjudicated property, which shall be at least the total amount of statutory impositions, governmental liens, and costs of sale. The Police Jury, however, reserves the right to require an appraisal of adjudicated property to be sold at public sale. If the Police Jury elects to use the appraised value to establish a bidding floor instead of setting a dollar amount minimum bid as allowed by this Section, the Parish shall appoint a licensed appraiser to appraise and value the property. The minimum bid at the first public sale shall be at least two-thirds of the appraised value of the property. If the property fails to sell at the first public sale, the minimum bid at the second sale shall at least be one-third the appraised value of the property.

Section 4. Pre-bidding procedures for sale of adjudicated properties

(a) Initiation by Police Jury. The Police Jury may provide by ordinance for the sale of adjudicated property at a public sale and may include the date for the sale in the ordinance. However, the date of the sale may be provided by a subsequent ordinance, or the date may be set administratively by the Parish Administrator.

(b) Initiation by persons. (1) Whenever any person desires to initiate the public sale of adjudicated property and the Parish desires to sell, the person shall deposit an amount determined by the Parish to be sufficient to cover the expenses of the sale, including advertising, appraisals, and other costs associated with the sale.

(2) Should the depositor at the sale fail to be the highest bidder, the money deposited shall be returned to him. However, if no one at the sale bids up to the minimum price provided in this Subpart, then the money shall be retained to pay the expenses of the sale, but any money remaining after the expenses are paid shall be returned to the depositor.

(c) Advertisement. A public sale shall be advertised twice in the official journal for the Parish of Bossier, once at least thirty days prior to the date of the public sale, and once no more than seven days prior to the date of the public sale. The advertisement shall provide for the minimum bid, the latest date written bids will be accepted, the time and date of in-person bidding, and any other terms of sale.

Section 5. Additional terms for sale of adjudicated property

All Acts of Sale of adjudicated property shall contain provisions, acceptable in form and substance to the legal counsel for the Police Jury, which provide that all such sales shall be for cash and shall be without warranty of title and without any warranty of merchantability or fitness; shall be "as is, where is"; that it shall be the obligation of the purchaser to obtain title insurance, if it is desired; that all such sales shall be subject to such encumbrances, liens, mortgages, real charges or other burdens reflected in the public records; and that the Act of Sale for such adjudicated property shall contain a condition which shall require the purchaser of such property to improve/renovate/make use of the tract, to the satisfaction of Bossier Parish Police Jury, within 270 days of the passage of the Act of Sale and that, if the purchaser fails to timely comply with this provision, the Police Jury shall have the right to rescind, dissolve or cancel the sale.

Section 6. Donation to adjudicated property

The Police Jury may, by ordinance, allow the donation of any identified adjudicated property to any person to the extent allowed by the Louisiana Constitution. The donated property can be used only for purposes allowed by the Louisiana Constitution and approved by the Police Jury.

Section 7. Notice; sale or donation of adjudicated property

A. (1) Either the Parish Administrator or the acquiring person shall send a written notice notifying any tax sale party whose interest the successful bidder or donee intends to be terminated that the party has until the later of the following to redeem the property or otherwise challenge in a court of competent jurisdiction the potential sale or donation:

(a) Sixty days from the date of the notice provided in this Subsection, if five years have elapsed from the filing of the tax sale certificate, or six months after the date of the notice provided for in this Subsection, if five years have not elapsed since the filing of the tax sale certificate.

(b) The filing of the sale or donation transferring the property.

(2) If this notice is given after the expiration of the applicable redemptive period, this notice shall constitute a notice of sale. The sending of this notice shall constitute service of the notice of sale under Article VII, Section 25 of the Louisiana Constitution. The notice required by this Section shall be sufficient, and it shall not be necessary to determine whether notice of the tax sale or any other notice was given. The written notice shall comply with La. R.S. 47:2206(A)(2).

B. (1) Either the Parish Administrator or the acquiring person shall cause to be published in the official journal of the Parish of Bossier a notice that any tax sale party whose interest the successful bidder or donee intends to be terminated has, to redeem the property, until the later of:

(a) Sixty days, for property on which a tax sale certificate was filed over five years previous of the first publication, or six months if the tax sale certificate was filed less than five years before the first publication of the notice provided for in this Subsection.

(b) The filing of the sale or donation transferring the property.

(2) The publication shall comply with La. R.S. 47:2206(B)(2).

C. The Parish Administrator or acquiring person may file with the recorder of mortgages of Bossier Parish a copy of one of the notices that was sent to the tax debtor or the current owner. A transfer, mortgage, lien, privilege, or other encumbrance filed after the filing of the notice shall not affect the property. Pursuant to the provisions of La. R.S. 47:2206(C), the recorder of mortgages or recorder of conveyances shall cancel, erase, terminate, or release the acts upon the request of the acquiring person.

Section 8. Sale or donation of adjudicated property; authentic form

A. At any time after the expiration of the sixty-day or six-month periods, as applicable, set forth in La. R.S. 47:2206(A) and (B), and, if applicable, upon the satisfaction of any terms or conditions required in the ordinance

authorizing the sale or donation, the acquiring person, or his successors and assigns, may send to the Parish Administrator a written notice requesting that the Parish Administrator authenticate a sale or donation. The Parish Administrator shall authenticate the sale or donation within ten (10) days from the date of the request or as soon thereafter as practical. The acquiring person shall be responsible for filing the sale or donation and payment of all filing fees. The only warranty owed by the Parish shall be a warranty against eviction resulting from a prior alienation by the Parish. Otherwise, all sales and donations shall be without warranty, either expressed or implied, even as to return or reduction of the purchase price, including without limitation the warranty against redhibitory defects or vices and the warranty that the thing sold is reasonably fit for its ordinary purpose or the acquiring person's intended or particular purpose. These waivers or exclusions of warranties shall be self-operative regardless of whether the waivers or exclusions are contained in the act of sale or donation, and regardless of whether they are clear and unambiguous, and regardless of whether they are brought to the attention of the acquiring person. This provision supersedes the requirements of any other law.

B. The writing constituting the sale shall conform to La. R.S. 47:2207(B).

Section 9. Sale or donation of adjudicated property; affidavit

A. Contemporaneously with or subsequent to the filing of the sale or donation of adjudicated property, the acquiring person, his successors, or assigns, may file with the recorder of mortgages of Bossier Parish an affidavit indicating how the tax sale parties whose interest the acquiring person, his successors, or assigns, intends to be terminated were identified, how the address of each tax sale party was obtained, how the written notice was sent, the results of sending the written notice, and the dates of publication. The affidavit may also contain a statement of the interest to which the purchaser or donee takes subject. The recorder of mortgages shall index the affidavit only under the names of the owner filing the affidavit and the tax debtor, as mortgagors. The affidavit shall conform to La. R.S. 47:2208(A).

B. With respect to a sale, the filing of the affidavit provided in Subsection A of this Section shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.

C. With respect to a donation, the filing of the affidavit provided for in Subsection A of this Section shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of the donor political subdivision, and all other interests, liens, mortgages, privileges, and other encumbrances recorded against the property donated and listed in the affidavit, except governmental liens and statutory impositions of political subdivisions other than the donee political subdivision.

D. Upon filing of the affidavit, the recorder of mortgages or the recorder of conveyances shall treat as canceled, terminated, released, or erased, all those liens, privileges, mortgages or other encumbrances canceled, terminated, released or erased under Subsection B or C of this Section, only insofar as they affect the property.

Section 10. Claim of Ownership of adjudicated property by Parish

A. Whenever property or tax sale title to property is adjudicated to Bossier Parish, the Police Jury may declare, by ordinance duly enacted, that Bossier Parish subdivision intends to acquire a full ownership interest in the property. The Police Jury may, in its sole discretion, acquire full ownership of adjudicated properties in accordance with La. R.S. 47:2236 *et seq.* or any other applicable provision of Louisiana law. Nothing in this section shall limit the authority of Bossier Parish to obtain full ownership of any property through any lawful means.

B. A copy of the ordinance shall be filed with the recorder of mortgages. The recorder shall index the names of the tax debtor and the Parish of Bossier as mortgagees. A transfer, mortgage, lien, privilege, or other encumbrance filed after the filing of the ordinance shall not affect the property. The recorder of mortgages or recorder of conveyances shall cancel, erase, terminate, or release the acts upon the request of the Parish Administrator.

C. (1) In the event the Police Jury intends to acquire full ownership in property as provided in this Section, the Parish Administrator shall, within thirty days after the filing of the instrument and ordinance described in Subsection B of this Section, or as soon thereafter as practical, send a written notice regarding the acquisition to the tax sale parties whose interest the Parish of Bossier intends to be terminated that the party has until the applicable time period set forth below to redeem the property or otherwise challenge in a court of competent jurisdiction the acquisition:

(a) Sixty days after the date of the notice, if five years have elapsed from the filing of the tax sale certificate.

(b) Six months after the date of the notice, if five years have not elapsed from the filing of the tax sale certificate.

(2) If this notice is given after the expiration of the applicable redemptive period, this notice shall constitute a notice of sale. The sending of this notice shall constitute service of the notice of sale under Article VII, Section 25 of the Constitution of Louisiana. The notice required by this Section shall be sufficient, and it shall not be necessary to determine whether notice of the tax sale or any other notice was given. The notice shall be sufficient if it conforms with La. R.S. 47:2236(C)(2).

D. (1) The Parish Administrator shall cause to be published in the official journal of the Parish of Bossier a notice that any tax sale party whose interest the Police Jury intends to be terminated has until the applicable time period set forth below to redeem the property or otherwise challenge in a court of competent jurisdiction the acquisition:

(a) Sixty days, for property on which a tax sale certificate was filed over five years before the first publication.

(b) Six months if the tax sale certificate was filed less than five years before the first publication of the notice provided in this Subsection.

(2) The publication shall be sufficient if it is in the form provided for by La. R.S. 47:2236(D)(2).

E. If the property is not redeemed within the time limit set forth in Subsection C of this Section, the ordinance shall become operative, and the Parish of Bossier shall acquire full ownership of the property as provided in the ordinance, subject only to such rights as determined by a final judgment rendered in an action filed within the time limits set forth in Subsection C of this Section. The Parish Administrator shall file a notice in the conveyance records indicating that the Parish of Bossier has acquired full ownership of the property in compliance with this Section. The notice shall be sufficient if it conforms with La. R.S. 47:2236(E).

F. Contemporaneously with or subsequent to the filing of the notice, the Parish Administrator may file with the recorder of mortgages an affidavit indicating how the tax sale parties whose interest the Police Jury intends to be

terminated were identified, how the address of each tax sale party was obtained, how the written notice was sent, the results of sending the written notice, and the dates of publication. The affidavit may also contain a statement of the interest to which the Parish of Bossier takes subject. The recorder of mortgages shall index the affidavit only under the names of the Parish of Bossier and the tax debtor, as mortgagors. The affidavit shall be sufficient if it is in the form set forth in La. R.S. 47:2236(F).

G. The filing of the affidavit provided in this Section with the recorder of mortgages of Bossier Parish shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.

H. Upon filing of the affidavit, the recorder of mortgages or the recorder of conveyances shall treat as canceled, terminated, released, or erased, all those liens, privileges, mortgages, or other encumbrances canceled, terminated, released, or erased under Subsection G of this Section, only insofar as they affect the property.

I. The Police Jury may acquire adjudicated property in single parcels or in multiple lots. The ordinance shall identify the adjudicated property or properties to be acquired.

Section 11. Sale or donation of adjudicated properties owned by the Parish.

(a) In the event Parish of Bossier acquires full ownership of the adjudicated property pursuant to the provisions of La. R.S. 47:2236 and Section 10 of this Ordinance, the Police Jury may sell said acquired adjudicated property in any manner provided by law, including but not limited to public auction as set forth in Section 12 of this Ordinance. The Police Jury may donate the property acquired to the extent allowed by the Constitution.

(b) The Police Jury or its designee may select certain adjudicated properties acquired by the Parish for sale at public. The selection of these properties shall be in the sole discretion of the Police Jury and may be done in single parcels or in multiple lots.

Section 12. Sale by public auction of adjudicated properties acquired pursuant to La. R.S. 47:2236.

(a) In the event Parish of Bossier acquires full ownership of the adjudicated property pursuant to the provisions of La. R.S. 47:2236, the Police Jury may sell those properties through a public auction of such properties. Such auctions shall consist of such adjudicated properties designated for the auction by the Bossier Parish Police Jury or its designee.

(b) The auctioneer shall be chosen by the Parish Administrator. The auctioneer will be required to execute a contract with Bossier Parish Police Jury establishing the relevant terms and conditions, including the compensation to be paid by the Parish of Bossier to the auctioneer. The auctioneer shall have the responsibility for at least the following obligations which shall be specified in the contract, as well as any other obligations specified in the contract:

(1) Creation of a strategic marketing plan for Bossier Parish Police Jury – This shall include advertising for marketing purposes. There shall be advertising in the appropriate local newspapers; a listing of the adjudicated properties on the auctioneer's web site; providing press releases to television and radio stations; and the installation of signs on each of the adjudicated properties which shall be included within the auction.

(2) Preparation of promotional literature – This shall include the preparation and distribution of postcards, brochures and fliers and shall include pertinent information regarding the auction.

(3) Preparation of an auction registration – This shall include the preparation of registration packages, equipment and personnel.

(4) Provide personnel necessary to conduct a professional and orderly auction – This shall include providing for proper security and providing competent personnel to handle the auction and the attendant record keeping for the auction.

(5) Provide necessary equipment – This shall include providing computers and audio and video equipment.

(6) Provide report to the Police Jury after the auction – This shall include providing to the Police Jury a list of all adjudicated properties which were sold and a list of those not sold; a list of all buyers registered at the auction; and a copy of all purchase agreements.

(7) Post-auction duties – This shall include ensuring that a deposit of either ten percent of the sales price or the amount of auction costs attributable to the tract, whichever is greater, is collected at the auction and the balance collected at closing, all in the form of cash or certified funds; coordinating closings with the closing agency; and providing the closing agency with execution copies of the Act of Sale.

(c) The Police Jury shall be responsible for at least the following obligations which shall be specified in the contract, as well as any other obligations specified in the contract:

(1) Selection of auctioneer, place and tracts – This shall include the selection of the auctioneer and the location of the auction and for timely designating the adjudicated properties to be included within the auction.

(2) Minimum price – the Police Jury shall establish a minimum bid or price for the sale of each tract.

(3) Legal notice – the Police Jury shall also be responsible for providing all tax debtors, mortgagees and other interested parties with timely legal notice of the impending sale, consistent with the requirements of Louisiana law.

(4) Legal advertisement – the Police Jury shall provide any other legal notice or legal advertisement which may be required under Louisiana law.

(5) Approval of tracts – the Police Jury shall approve, by resolution, any tracts to be sold at the auction.

(6) Closing agency – The Parish Attorney shall be solely responsible for selecting a closing agency to handle the actual sale of the property.

(d) After the auction, as noted above, the auctioneer will coordinate the closing of the sales with the closing agency.

(e) The Parish Administrator, President or Secretary-Treasurer of the Bossier Parish Police Jury are hereby authorized and directed to sign any and all documents, agreements or other papers reasonably necessary to accept or implement the program for the sale of adjudicated properties, as described herein, and to return all monies, appraiser's fees or deposits heretofore paid in connection with the prior procedure or program.

Section 13. Sale of adjudicated vacant lots to adjoining landowners by public sale

Notwithstanding any provision of this Ordinance, the Police Jury may, pursuant to the provisions of La. R.S. 47:2201(2)(B), as revised by Act 511 of 2009, allow adjoining landowners of an adjudicated property which constitutes

an adjudicated vacant lot to purchase the adjudicated vacant lot for any price set by the Police Jury without any public bidding at a public meeting of the Police Jury; provided that the Police Jury determines that the adjoining landowner has maintained the property for a period of one (1) year prior to the sale. Such sale shall be deemed a public sale under the provisions of this subpart.

Section 14. General

All Acts of Sale of adjudicated property shall contain provisions, acceptable in form and substance to the legal counsel for the Police Jury, which provide that all such sales shall be for cash and shall be without warranty of title and without any warranty of merchantability or fitness; shall be "as is, where is"; that it shall be the obligation of the purchaser to obtain title insurance, if it is desired; that all such sales shall be subject to such encumbrances, liens, mortgages, real charges or other burdens reflected in the public records; and that the Act of Sale for such adjudicated property shall contain a condition which shall require the purchaser of such property to improve/renovate/make use of the tract, to the satisfaction of Bossier Parish Police Jury, within 270 days of the passage of the Act of Sale and that, if the purchaser fails to timely comply with this provision, Bossier Parish Police Jury shall have the right to dissolve or cancel the sale.

Section 15. Repeal of conflicting ordinances

All ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

Section 16. Severability

Should any part of this ordinance be declared null, void, invalid, illegal or unconstitutional, the remainder of the said ordinance shall remain in full force and effect.

Section 17. Effective date

This ordinance shall become effective on this the 2nd day of September, 2009.

The ordinance was offered by Mr. Avery, seconded by Mr. Cummings. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT,
BOSSIER PARISH POLICE JURY

Mr. Ronnie Andrews, Public Works Director, advised that the cost to provide repairs to the Whittington Road is approximately \$25,000. He stated that this includes placing a tank car in the low area and blading approximately 1.5 miles of the road. **Motion was made by Mr. Cummings, seconded by Mr. Hammack, to deny the request for improvements to the Whittington Road. Motion carried unanimously.**

Motion was made by Mr. Cummings, seconded by Ms. Bennett, to table discussion of FY 2009/2010 Local Government Assistance Program projects, to be considered at the September 16, 2009 regular meeting. Motion carried unanimously.

Motion was made by Mr. Avery, seconded by Mr. Johnston, to approve Change Order No. 1 on the shop building alterations at the Bossier Parish highway department facility Project No. 2008-096, and to authorize the President to execute documents. Motion carried unanimously.

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that it does hereby approve Change Order No. 1 on the shop building alterations at the Bossier Parish highway department facility Project No. 2008-096.

BE IT FURTHER RESOLVED that Glenn Benton, President, is hereby authorized to execute said Change Order No. 1.

The resolution was offered by Mr. Avery, seconded by Mr. Johnston. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Ms. Bennett, seconded by Mr. Hammack to approve Plan Change No. 2 on the Linton Road Project No. 07-011, and to authorize the President to execute documents. Motion carried unanimously. Mr. Ford stated that this change order provides for milling work and stated that the milling materials will be used at Benton High School.

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that it does hereby approve Plan Change No. 2 on the Linton Road Project No. 07-011.

BE IT FURTHER RESOLVED that Glenn Benton, President, is hereby authorized to execute said Plan Change No. 2.

The resolution was offered by Ms. Bennett, seconded by Mr. Hammack. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Avery, seconded by Mr. Johnston, to accept Dumaine Drive Extension located in St. Charles Court, Unit No. 3, into the parish road system for permanent maintenance. Motion carried unanimously.

ORDINANCE NO. 4305

WHEREAS, the Bossier Parish Police Jury in regular and legal session convened on the 2nd day of September, 2009, has received a request from F. J. Burnell, Inc. that the parish accept into its system for permanent maintenance Dumaine Drive Extension located in St. Charles Court Subdivision, Bossier Parish, Louisiana; and

WHEREAS, the said Dumaine Drive Extension has been completed in accordance with the specifications of the Bossier Parish Police Jury; and

WHEREAS, a two-year maintenance bond has been executed in favor of the Bossier Parish Police Jury to guarantee against failure of said Dumaine Drive Extension as to material and workmanship as required by Chapter 110, Section 110-201 of the Bossier Parish Code of Ordinance.

WHEREAS, THEREFORE, BE IT RESOLVED, by the Bossier Parish Police Jury that it does accept the two-year maintenance bond of F. J. Burnell, Inc., including labor and materials, for the above captioned Dumaine Drive Extension.

BE IT FURTHER RESOLVED, that the Bossier Parish Police Jury does hereby accept into the parish maintenance system for continuous maintenance, Dumaine Drive Extension located in St. Charles Court Subdivision, Bossier Parish, Louisiana.

BE IT FURTHER RESOLVED, that a certified copy of this ordinance be recorded in the Office of the Clerk of Court, Bossier Parish, Louisiana, together with the maintenance bond.

The Ordinance was offered by Mr. Avery, seconded by Mr. Johnston. Upon vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Butler, seconded by Mr. Avery, to adopt a resolution authorizing William R. Altimus, Parish Administrator, to execute any and all documents in connection with the Bellevue Road Improvements Project. Motion carried unanimously.

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that William R. Altimus, Parish Administrator, be and is hereby authorized to execute on behalf of the Bossier Parish Police Jury, any and all documents in connection with the Bellevue Road Improvements Project.

The resolution was offered by Mr. Butler, seconded by Mr. Avery. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Ms. Bennett, seconded by Mr. Avery, to accept the streets and drainage in Woodlake South, Unit 12, into the parish road system for permanent maintenance. Motion carried unanimously.

ORDINANCE NO. 4306

WHEREAS, the Bossier Parish Police Jury in regular and legal session convened on the 2nd day of September, 2009, has received a request from Coyle Engineering Co., Inc. that the parish accept into its system for permanent maintenance the streets and drainage in Woodlake South, Unit 12, Bossier Parish, Louisiana; and

WHEREAS, the said streets and drainage have been completed in accordance with the specifications of the Bossier Parish Police Jury; and

WHEREAS, a two-year maintenance bond has been executed in favor of the Bossier Parish Police Jury to guarantee against failure of said streets and drainage as to material and workmanship as required by Chapter 110, Section 110-201 of the Bossier Parish Code of Ordinance.

WHEREAS, THEREFORE, BE IT RESOLVED, by the Bossier Parish Police Jury that it does accept the two-year maintenance bond of Specialty Trackhoe & Dozer Service, Inc., including labor and materials, for the above captioned streets and drainage.

BE IT FURTHER RESOLVED, that the Bossier Parish Police Jury does hereby accept into the parish maintenance system for continuous maintenance, streets and drainage located in Woodlake South, Unit 12, Bossier Parish, Louisiana.

BE IT FURTHER RESOLVED, that a certified copy of this ordinance be recorded in the Office of the Clerk of Court, Bossier Parish, Louisiana, together with the maintenance bond.

The Ordinance was offered by Ms. Bennett, seconded by Mr. Avery. Upon vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Ms. Bennett, seconded by Mr. Avery, to approve the Professional Services Agreement with Coyle Engineering Co., Inc., for the relocation of Parks Road through Pattridge property, and to authorize the President to execute documents. Motion carried unanimously.

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that Glenn R. Benton, President, be and is hereby authorized to execute on behalf of the Bossier Parish Police Jury, the Professional Services Agreement with Coyle Engineering Co., Inc. for the relocation of Parks Road through Pattridge property.

The resolution was offered by Ms. Bennett, seconded by Mr. Avery. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Meachum, seconded by Mr. Avery, to approve the Certificate of Substantial Completion of the Goathill Road Overlay Project No. 2009-188, and to authorize the President to execute documents. Motion carried unanimously.

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that it does hereby approve the Certificate of Substantial Completion of the Goathill Road Overlay Project No. 2009-172.

BE IT FURTHER RESOLVED that Glenn Benton, President, be and is hereby authorized to execute any and all documents in connection with said Certificate of Substantial Completion.

The resolution was offered by Mr. Meachum, seconded by Mr. Avery. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Johnston, seconded by Mr. Avery, to approve the Certificate of Substantial Completion of the Creekside Subdivision Concrete Street Repair Project No. 2009-188, and to authorize the President to execute documents. Motion carried unanimously.

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, that it does hereby approve the Certificate of Substantial Completion of the Creekside Subdivision Concrete Street Repair Project No. 2009-188.

BE IT FURTHER RESOLVED that Glenn Benton, President, be and is hereby authorized to execute any and all documents in connection with said Certificate of Substantial Completion.

The resolution was offered by Mr. Johnston, seconded by Mr. Avery. Upon unanimous vote, it was duly adopted on this 2nd day of September, 2009.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Ford, Parish Engineer, advised that the Linton Road will close on Tuesday, September 8, 2009, and will remain closed for approximately 30 days.

Mr. Ford presented an update on the status of various road projects, including the Atkins Clark Road, the Smith Road and the Oliver Road.

Mr. Ford advised of a proposal from the Sheriff's Department for placing "no littering" signs on Bossier Parish roads. The matter is to be considered at the September 16, 2009 regular meeting.

Mr. Ford presented a proposal from Owen & White Consulting Engineers, for a drainage study in the areas of the Rosedale Place Subdivision, Autumn Creek Subdivision and The Reserve apartment complex, in the amount of \$40,000. He stated that a resolution to the drainage problems in this area is needed. **Motion was made by Mr. Avery, seconded by Mr. Butler, to accept the proposal of Owen & White Consulting Engineers for a drainage study as presented. Motion carried unanimously.**

Mr. Ford advised that there are three homes on one lot on Christy Lane. He stated that IBTS has permitted a manufactured home at this location that has no electrical service. Mr. Ford is to further review this matter.

Mr. Ronnie Andrews, Public Works Director, reported on the status of various road projects. He stated that parish crews have completed the clean-up of property on Johnson Drive and Circle Street.

There being no further business to come before the Bossier Parish Police Jury in regular and legal session on this 2nd day of September, 2009, **motion was made by Mr. Avery, seconded by Mr. Meachum, to adjourn. Motion carried unanimously.** The meeting was adjourned at 6:00 p.m.

CINDY A. DODSON
PARISH SECRETARY

GLENN BENTON, PRESIDENT
BOSSIER PARISH POLICE JURY