

ORDINANCE NO. 4912

KNOW ALL MEN BY THESE PRESENT: That WHEREAS, Article 7, Section 14(C) of the Constitution of Louisiana provides that “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, Louisiana Revised Statute 48:2037 provides that “[S]hould a private entity independently desire to own, plan, design, finance, construct, maintain, and operate a tollway on privately owned property or on leased property, any parish police jury, parish council, or other parish governing authority or municipality acting in its individual capacity may enter into a cooperative endeavor agreement as authorized by Article VII, Section 14(C) of the Constitution of Louisiana to facilitate the construction of such private tollway within the parish, without the approval or participation of an authority. Public funds may only be expended in connection with a privately owned tollway for improvements or expenses incurred outside the property lines of the privately owned tollway right-of-way. If not exclusive, no right shall be granted to another private entity allowing construction of a tollway within two miles of the tollway which is the subject of the cooperative endeavor agreement. Such cooperative endeavor agreement shall be approved by ordinance of such parish governing or municipality and shall be executed prior to construction of the privately owned tollway and shall provide for but not be limited to the following:

1. The right to construct, own, and operate the tollway and that such right shall be irrevocable, but need not be exclusive.
2. The right to own the tollway and to set, fix, change, and collect tolls all in perpetuity.
3. Rights of assignment and amendment.
4. The duty of the private entity to provide for design and construction of the tollway and standards therefor.
5. Provisions for maintenance and operation, liability, and other operational matters.
6. Rights and duties of the parties regarding connecting roads, highways, streets, bridges, or transitways.
7. Such other matters as shall be deemed appropriate or necessary; and

WHEREAS, the Bossier Parish Police Jury recognizes that the residents of Bossier Parish, as well as the many visitors, are in desperate need of an alternative route between Bossier and Caddo Parishes to improve the quality of life, increasing access, reducing commute time, enhancing safety of commuters and be a catalyst for growth in the area; and

WHEREAS, the Bossier Parish Police Jury reasonably believes, based on discussion with representatives of the State of Louisiana Department of Transportation and Development, that the construction of the proposed alternate route is not likely to occur in the foreseeable future due to the increased demand for State funds available for road and bridge purposes and further due to the reduction or elimination of Federal programs which might otherwise be available to fund the construction of such alternate route; and

WHEREAS, as of the introduction of this Ordinance, Tim James, Inc. (TJI) makes a request to the Bossier Parish Police Jury for the passage of an Ordinance authorizing its Parish Administrator to execute a Cooperative Endeavor Agreement pursuant to La. R.S. 48:2037 between TJI and the Parish of Bossier whereby TJI would be authorized to construct, maintain and operate, at its expense, a toll bridge and necessary feeder roadways across privately owned lands; and

WHEREAS, the construction and operation of the private toll bridge and facilities will be funded and owned by TJI; and

WHEREAS, the design and construction of the toll bridge, intersection at U.S. Highway 71 and a road, to be dedicated to the Parish or State of Louisiana, as proposed by TJI, would not involve the expenditure of taxpayer funds or otherwise obligate the Bossier Parish Police Jury or other governmental entity to incur debt for the construction of the proposed project; and

WHEREAS, the toll bridge proposed by TJI does not convert any public free routes to tollways, but instead provides an alternative route to already existing free roadways; and

WHEREAS, the toll bridge and arterial roadway to be built by TJI will initially have two (2) lanes of traffic; and

WHEREAS, TJI will purchase additional right-of-way, at its cost, that will be dedicated to the Parish when the roadway is constructed, giving the Parish additional right-of-way for expansion in the future; and

WHEREAS, the Police Jury acknowledges that the construction and operation of the planned two (2) lane toll bridge by TJI is based upon extensive due diligence, and that due to increased traffic flow in the area, there may be a time in the future when additional lanes for the toll bridge in questions will be desirable; and

WHEREAS, on November 17, 2021, Tim James, Inc. appeared before the Bossier Parish Police Jury in support of its request for a Cooperative Endeavor Agreement and answered questions pertaining to the proposed toll bridge and feeder roadways; and

WHEREAS, upon completion and before or on the opening date of the toll bridge, TJI shall dedicate to Bossier Parish, Louisiana or the State of Louisiana as directed, all improvements and roads constructed by TJI to facilitate access to the toll bridge, excepting only that portion of the roadway necessary for TJI's toll facilities including its toll plaza, the span of the toll bridge, and related facilities.

NOW, THEREFORE, BE IT ORDAINED by the Bossier Parish Police Jury, as follows:

1. Based on the powers conferred on the Bossier Parish Police Jury pursuant to Article VII, Section 14 (C) of the Constitution of Louisiana and Louisiana Revised Statute 48:2037, the Bossier Parish Police Jury does hereby give and grant unto Tim James, Inc., its successor and assigns as hereinafter set forth, an irrevocable right to construct, own, and operate a toll facility connecting U.S. Highway 71 to Louisiana State Highway 1 and to authorize TJI to set, fix, charge, and collect the rates of toll to be charged for the use thereof. The toll bridge shall be located across the Red River, as more particularly described in the Cooperative Endeavor Agreement and exhibits thereto.
2. The Cooperative Endeavor Agreement with TJI shall terminate and be of no further force and effect on the "Termination Date" as set forth in the Cooperative Endeavor Agreement, unless prior to the Termination Date, TJI has either (1) entered into a contract for the construction of the toll bridge as contemplated by this Ordinance and authorized Cooperative Endeavor Agreement; or (2) certified to the Police Jury that the project, for bona fide reasons such as unforeseen permitting delays, unforeseen litigation, or the like, has been unavoidably delayed. In the event the project is unavoidably delayed, TJI shall make reports at least quarterly to the Police Jury on its progress in removing the delays. Upon removal of all unavoidable delays, TJI shall within thirty (30) days thereafter issue to the bridge contractor a notice to proceed with construction of the bridge and improvements contemplated by the Cooperative Endeavor Agreement; and if TJI fails to do so, this Cooperative Endeavor Agreement shall then terminate.
3. The Cooperative Endeavor Agreement granted by this Ordinance shall be for the construction, operation and maintenance of a toll bridge and necessary feeder roadways connecting U.S. Highway 71 to Louisiana State Highway 1 with the exact location of the road route between said points to be near or through privately owned properties determined according to sound engineering and environmental

recommendations, permits to be obtained by TJI prior to construction, and land and right-of-way availability.

4. TJI acknowledges that the Bossier Parish Police Jury is very sensitive to and protective of the environment in Bossier Parish and agrees to consider any and all recommendations from the Bossier Parish Police Jury regarding the impact of the location of said route on the environment of Bossier Parish.
5. All improvements made by TJI pursuant to the terms hereof shall be designed, constructed and maintained in accordance with such specifications as are approved by the Louisiana Department of Transportation and Development. TJI shall consult with the Parish engineer regarding the width, design and specifications of the right-of-way and roadway.
6. TJI shall have the right at any and all times and in its absolute and sole discretion to expand the toll bridge by construction and operating additional lanes of traffic over the same right of way upon which the toll bridge will be constructed and operated and TJI is hereby authorized to undertake any such expansion of the toll bridge without any further approval or consent being required from the Police Jury. The terms and conditions of the Cooperative Endeavor Agreement granted shall apply with respect to any such expanded lanes of traffic for the toll bridge.
7. All tolls which would otherwise be charged for the use of the toll facility shall be waived by TJI for such period of time that the portion of the Red River located in Bossier Parish and/or Bossier Parish is placed under an evacuation order and/or during periods of any other emergencies declared by the Bossier Parish Office of Homeland Security and Emergency Preparedness, or by State or Federal authorities.
8. No tolls will be charged for emergency and first response vehicles, public and private.
9. No tolls will be charged to public vehicles, including all City, State, and Parish vehicles for using the bridge.
10. The Cooperative Endeavor Agreement authorized hereby, and all rights and privileges associated therewith shall be assignable by TJI, with or without consent of the Police Jury, to any department of the State of Louisiana, and to any corporation, partnership, limited liability company or legal entity in which TJI or its members own a controlling interest. The Cooperative Endeavor Agreement granted hereby and the rights and privileges associated therewith may be assignable by TJI to any other person, firm or entity only upon the express written consent of the Police Jury.
11. Subsequent to the beginning of construction pursuant to a valid and binding contract for construction of the toll bridge, TJI shall pursue the completion of said project with all due diligence and will endeavor to complete said improvements within a reasonable time.
12. The Cooperative Endeavor Agreement authorized hereby, and all rights and privileges associated therewith, shall be exercisable by and shall inure to the benefit of TJI's successors and assigns.
13. The signature of TJI on the Cooperative Endeavor Agreement shall constitute acceptance of the terms and conditions of this ordinance.
14. If any term or provision of this Ordinance and authorized Cooperative Endeavor Agreement shall hereafter be held illegal or unenforceable at law, then the remainder of the Ordinance and Cooperative Endeavor Agreement not so held shall be severed so as to render it legal and enforceable; and the Police Jury and Tim James, Inc. further agree that if necessary, a court of competent jurisdiction may reform this Ordinance and Cooperative Endeavor Agreement so as to remove or

cure any legal defect and as closely as possible effect the purposes or intentions of this Ordinance and Cooperative Endeavor Agreement. If the lack of any term or provision of this Ordinance and Cooperative Endeavor Agreement shall be held to render the same illegal or unenforceable, then the Police Jury and TJI agree that a court of competition jurisdiction may reform this Ordinance and Cooperative Endeavor Agreement so as to cure any legal defect, including the addition of a provision if necessary, so as to effect as closely as possible the purpose and intention of this Ordinance and Cooperative Endeavor Agreement.

15. If requested in writing, TJI will provide the Parish engineer with all engineering and construction plans for review and comment prior to construction. Such plans shall be marked proprietary and if such marked, may be exempt from the Public Record as contemplated in Title 44 of the Louisiana Revised Statutes.
16. Subject to La. R.S. 48:2037, the grant of this Cooperative Endeavor Agreement shall in no way detract from the power of the Parish to grant other similar Cooperative Endeavor Agreements or from the power of the Parish or other governing authorities to require TJI to comply with all regulatory requirements, construction specifications, and other requirements of law promulgated by governing authorities with jurisdiction over the project.
17. Tim James, Inc. agrees, if this project goes forward to completion, before or on the opening date of the toll bridge, to dedicate to Bossier Parish, Louisiana or the State of Louisiana as directed, all improvements and roads constructed by TJI to facilitate access to the toll bridge, excepting only that portion of the roadway necessary for TJI's toll facilities including its toll plaza, the span of the toll bridge, and related facilities.
18. If TJI does not go forward with this project, TJI agrees to turn all of its engineering work, feasibility studies, research and data over to the Parish.

THEREFORE, BE IT ORDAINED that the Bossier Parish Police Jury, in regular and legal session on the 21st day of September, 2022, passed this ordinance authorizing the execution of a Cooperative Endeavor Agreement between the Bossier Parish Police Jury and Tim James, Inc. and set forth necessary terms thereof, as described above.

The Ordinance was offered by Juror Mr. Plummer, seconded by Juror Mr. Gray. Upon unanimous vote, it was duly adopted on this 21st day of September, 2022.

RACHEL D. HAUSER
PARISH SECRETARY

THOMAS D. SALZER, PRESIDENT
BOSSIER PARISH POLICE JURY