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**Council Proceedings of the City of Shreveport, Louisiana**  
*August 14, 2007*

The regular meeting of the City Council of the City of Shreveport, State of Louisiana was called to order by Chairman Monty Walford at 3:00 p.m., Tuesday, August 14, 2007, in the Government Chambers in Government Plaza (505 Travis Street).

Invocation was given by Pastor Pat Day.  
The Pledge of Allegiance was led by Councilman Shyne.

On Roll Call, the following members were Present: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Absent: None.

**Motion by Councilman Shyne, seconded by Councilman Long to approve the minutes of the Administrative Conference, Monday July 23, 2007, Council Meeting, Tuesday, July 24, 2007, and Amendment No. 1 to Council Proceedings, July 10, 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Shyne, Webb and Bowman. 7. Nays: None.**

**Awards, Recognition of Distinguished Guests, and Communications of the Mayor which are required by law.**

Mayor Glover: Thank you Mr. Chairman, members of the Council. We have several outstanding individuals to honor here today. I want to start with a young man whose work I've enjoyed over the years. Even though he's a die hard Oklahoma Sooner fan, and our home state Tigers had a little fun back in '03 if I'm not mistaken. But I respect him a great deal for going above and beyond in reporting the game and the scores of our local sporting events. He helped to add a dimension to these stories that helped us to get to know, especially many of our young people here throughout the Shreveport/Bossier Northwest Louisiana area. And I want to applaud Cliff for taking his interest in what I would term a diamond in the rough. Cliff Cotton helped us discover a preacher from up in Claiborne Parish. A guy who had a dream, but along with it also an incredible talent. Cliff Cotton helped to put a young man by the name of Albert Cruise on the national map. For those of you who don't know, Mr. Cruise is from our area, is one of the more prolific golfers, ended up having the opportunity to be able to be exposed on the reality show, on the golf channel, and also was famous for having a very unusual grip in terms of how he manipulated the club. He learned how to golf as I understand it, using a set of right handed clubs, but he's left handed. So he had to adapt as so many of us have had to do over the years and manage to be able to still achieve some excellence. Cliff has brought so much to this area, and touched me this past weekend, as he gave his last sports presentation before he leaves us to go on to Dallas. And we have raised up yet another to leave our ranks and go amongst the great cities. He's going on to the City of Dallas, and we wish him well. But he left his viewers with his views on how together, we can make this the Next Great City of the South. And so Cliff Cotton is here today, and I'd like to give you this award Cliff, if you would join us up here. And we present to Cliff, this Mayoral Award of Excellence, and we want him to know that just in

case he gets to Dallas and gets lonely for us or finds the traffic too much, and hassles too many, we want you to come on back to Shreveport. We love you here. And make you an official Deputy Mayor.

Mr. Cliff Cotton: I don't even know what to say about this. I mean I just went to work and did the best I could everyday. And I did grow up in this city, and I'm going to miss it, I'm going to miss you guys. I can't wait to see what this city is like in ten years. It's going to be amazing. I think it's going to do great things, and I think this will soon become a destination for people throughout the country, and there's a lot to offer here, and I can't wait to see how you guys progress the city from here. Thank you.

Councilman Lester: Mr. Mayor, you might have to get that footage for a commercial. Do we have the tourism people here?

Mayor Glover: I see you working, I see you working. Next we have the 2007 winners of the Shreveport Parks and Recreation Summer Midnight Basketball League. We had over 39 teams that participated. The young people were from ages 10-24. Before their games, young people were required to attend self help and self improvement workshops, and the programs culminated with games played before a packed Centenary Gold Dome on July 31<sup>st</sup>. And so today we are here to recognize the best of the best along with their coaches. So, we'll start with the David Raines ICY? Did I get that correct? Are they here? He's parking. Alright.

Councilman Shyne: That sounds like the Cooper Road. That's why he did it first.

Mayor Glover: So, we'll go to our next. The Express Sports. Are the Express Sports here? Come on up young man.

Councilman Shyne: They look like they might be from Mooretown. Are they from Mooretown?

Mayor Glover: All over says the young man up front. We want to congratulate you all for your excellence. Your coach down here on the end, Brother Brown we appreciate your hard work, present each of you all with a 2007 Mayoral Pin. And one for you coach. Any one of you want to offer some comments to the Council? Coach?

Mr. Cherry: (Inaudible) 12, (Inaudible) Brown, 12, Oscar Robertson, 14, and Joel Robertson, 14. We had 12 players and only these came. We only had three 14 year olds and we played in 14 and up. And I'd like to thank my players and the City for giving us the opportunity to play, but as the season went on, what we need, these young men need, I told them about the SPAR people coming, Shelly Ragle and Patrick Wesley, and they didn't know who they were. So, in the near future, when y'all have this league again, they need to be present at some of the games, not only at the championship games, so the kids can identify who they are. Thank you.

Mayor Glover: And out next team, the LA Select. Are they here?

Mr. Dark: Got one in the corner over there.

Mayor Glover: Alright, I want to pass on the Mayoral pin to you. Tell us how many and you will get enough for your team, and give us a word, and introduce yourself.

Mr. Patrick Williams: I do coach Louisiana Select Basketball Team. Just want to thank the City of Shreveport SPAR for doing this for these kids, because they need it, they need it. And I appreciate everything y'all are doing. Thank you.

Mayor Glover: Our next group is the Valencia All Stars. Are the Valencia All Stars here? Alright. Then the David Raines Ballers. Are the David Raines Ballers here? Alright, then we'll go back to David Raines ICY. Not too far from here. Made it? Alright. Congratulations to you. Come on up. How you doing young man? Congratulations to you.

Mayoral Pin for you and Mayoral Pin for you. Please say a few words, introduce yourself and say a few words and introduce yourself and the young man with you.

Mr. Robert Jackson: Okay, I'm Robert Jackson, the coach of David Raines ICY, this is my son, Robert Lee Jackson, III. David Raines ICY is David Raines Inner City Youth, that's what ICY stands for. I work with children in Stoner Hill, Pines Road, Queensborough, Cooper Road, Hollywood. I just try to bring the kids together from the different neighborhoods, who haven't interacted with each other so they can interact with each other, so they can keep the violence down of the youth today. So, I feel if I just start now at an early age, the children later on when they get in high school, they'll know each other, and it'll all be good for us later on.

Mayor Glover: Outstanding coach. Alright. I see Carl Harris back there with his boys, I don't have it on my paper. Coach, what am I missing?

Councilman Lester: I got 'em.

Mayor Glover: Alright, I'm stepping into my Council's business. Alright. I'll join you in extending that honor when the time comes. Now, we have some very fast individuals to honor you. 2007 Hershey Track and Field finalist. For those of you who are not familiar with the Hershey Track and Field Tournament, I believe that is an even that is held in Pennsylvania, and it represents some of the very finest track and field athletes throughout the entire country, if not the world. And we have three individuals from the Shreveport area who have participated and achieved excellence. We're going to start with Ms. Cherise Moore. Alright, well let's go ahead and tell what Cherise did. Cherise is a Hershey Youth Track state record holder for the 12 year old 100 meter dash. She's a member of the choir and she's an honor student at the Youree Drive Middle School. Her parents are the Rev. Calvin and Cassandra Moore, and she participated in the National Finals previously in the 2005. And so in Ms. Cherise Moore's absence, let's give her a great round of applause. What about Brandon Stewart? Brandon Stewart here? Alright. Brandon Stewart is an honor student at Caddo Middle Magnet. He's a state record holder in the Hershey Youth Track program for the 100 meter dash. He's a member of the Peaceful Rest Baptist Church, and the son of Robert and April Stewart. And he also participated in the 2005 National Finals. Give a round of applause to Brandon Stewart. And lastly Albert Gladney. Albert Gladney is an honor student as well at the Youree Drive Middle School. He's the lone representative from Shreveport at the 2006 National Finals in Hershey Pennsylvania. Set the record in the 1600 meter run at the State Meet in June. He's a church member, and his parents are Albert Gladney Sr., father and Homer Mattox is his grandfather. Now, let's just give us some times on these three individual athletes here. Cherise Moore ran the 100 meter dash in 13.06 seconds. She ran the internationals, had a 4<sup>th</sup> place finish there and ran it in 12.82 seconds. Brandon Stewart ran the 200 meter dash at the age of 13 in 25.41 seconds; and Albert Gladney completed the 1600 meter run which is the metric mile in 5 minutes and 10 seconds at the age of 14. And as a note these records, these numbers were posted against individuals who competed from as far away as China, Russia, Poland, and England. So, let's give all three of these young folks a great round of applause. And we will insure that we get the awards to them directly. At this time Mr. Chairman, that concludes the Mayoral presentation for this Council meeting. Thank you very much.

Councilman Walford: Thank you very much. At this time I'd like to make a motion to suspend the rules to consider Resolution No. 127 of 2007.

**Motion by Councilman Walford, seconded by Councilman Shyne to suspend the rules to consider Resolution No. 127 of 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Councilman Walford: Mike, you really thought you were going to escape us, but we need you back up front again please. For y'all who are not here at every meeting, Mike spent a lot of time standing right up there. I have to tell you that.

Mayor Glover: Well, I'm going to stand with him today.

Councilman Walford: I'm going to be down in just a minute, but if nobody minds, I'm going to read something here.

*The Chairman read the following:*

**RESOLUTION NO. 27 OF 2007**

**A RESOLUTION TO THANK ASSISTANT CHIEF OF POLICE MIKE VANSANT FOR HIS PROACTIVE SERVICE TO THE CITIZENS OF SHREVEPORT AS SHREVEPORT INTERIM POLICE CHIEF FROM NOVEMBER 13, 2006, UNTIL AUGUST 1, 2007, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO BY: COUNCILMAN WALFORD**

**WHEREAS**, Assistant Chief of Police Mike Vansant accepted the position of Interim Police Chief on November 13, 2006, after the retirement of F. M. (Mike) Campbell, and remained in the position of Interim Police Chief until Henry L. Whitehorn, Sr. took the oath of office and became Police Chief on August 1, 2007; and

**WHEREAS**, during Mike Vansant's tenure as Interim Police Chief several important departmental policy changes were implemented, including the following:

Community Liaison Officers were assigned to all police districts to strengthen the Community Oriented Policing Program;

A revised take home car policy was implemented to increase police presence in neighborhoods; and

Additional surveillance camera systems were purchased to use in the ongoing fight against crime; and

**WHEREAS**, during Mike Vansant's tenure as Interim Police Chief several important new crime fighting efforts were launched, including:

Operation T.B.O.N.E (Taking Back Our Neighborhoods Everyday); and

Operation S.I.G.N (Stop Intrusions and Gatherings Now); and

**WHEREAS**, during Mike Vansant's tenure of Interim Police Chief several ongoing public safety and crime stopping measures received renewed energy and commitment, including:

Operations to curtail vehicles from cruising at problem intersections, particularly at Greenwood Road and Jewella Avenue; and

Operations which resulted in the seizure of large quantities of illegal drugs and money; and

**WHEREAS**, as indicated above, during the nine months that Mike Vansant served as Interim Police Chief he successfully implemented Mayor Cedric Glover's organizational and crime fighting vision for the Department, and the City Council policy decisions; and

**WHEREAS**, during the time that Mike Vansant served as Interim Police Chief his interactions with the City Council were professional and his demeanor was serious, but he was always in good humor.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that the City of Shreveport thanks Mike Vansant for his proactive service to the Citizens of Shreveport as Interim Police Chief from November 13, 2006, until August 1, 2007, and wishes him well in his future endeavors.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to Mike Vansant and the other filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

**Read by title and as read, motion by Councilman Walford, seconded by Councilman Webb to adopt Resolution No. 127 of 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Asst Chief VanSant: I'm kinda - - - I can get emotional. This is a very humbling experience. And I do have to thank everybody, the City Council, the Mayor, Tom Dark and everybody. But let me folks, I couldn't do it without the men and women of the Shreveport Police Department. I had people surrounding me everyday that I counted on, and I'll name some of them. That's Willie Shaw whose standing in the back, Dewayne Huddleston, Asst Chief, Glenn Shock, Asst Chief Gary Smith, and like I said, it goes on and one. Cpt Wayne Smith, many, many of them. The men and women of the police department is a very professional organization, and I am very, very proud to be one of them. And I couldn't think - - - it's just been a humbling experience this last nine months, and like I said, I thank you. And I just thank the good Lord above who put me here in this position, and who is my savior, and I appreciate that, and I've always believed that being a police officer is a calling, and I'll always continue to feel that way, and I always believed in treating the people the way I wanted to be treated. And I'll continue to be that way. Thank y'all very, very much, and like I said it's very humbling. Thank you.

Councilman Walford: As we go back to our regular session, I would like to recognize Representative Roy Burrell, who is kinda hiding over there from me. Roy, welcome. And former Sheriff Don Hathaway, way back in corner, and Frank Thaxton. The Chief's going to be here all the time. With that I'm going to turn it over to Mr. Lester.

Mayor Glover: Mr. Chairman, Thank you for the quick moment. Since we're recognizing individuals who are usually here, since we always have so many outstanding folks to join us for our Council Meeting, I could not let us go any further without recognizing an individual who helps us to further instill in me a great interest in reading and civic affairs of my community, and my city and my state. And taught me about the world. My 6<sup>th</sup> Grade Social Studies teacher, Mr. Billy Wayne is standing at the back of the room.

Councilman Shyne: Oh, you're kidding. I thought Billy was about 45.

Mayor Glover: He's celebrating the 20<sup>th</sup> anniversary of his 45<sup>th</sup> birthday. But now I want to let you all know Mr. Wayne had quite a challenge. When I was a 6<sup>th</sup> Grader, they had Linear Jr. High, because I was about his height in the 6<sup>th</sup> Grade, and I outweighed him by about 30 lbs or so at least, and wasn't always nice and kind as you all know me to be now, but he was a great teacher and did a great deal to help so many other young people throughout the years. And he's just retired, and doing some great things, so I just wanted to stop and recognize him.

Councilman Lester: Yes Mr. Chairman, I do have a distinguished guest. While Mr. Carl Harris, and the officer from the Fire Prevention come up please, I'd be remiss if I didn't recognize a good friend and jurist, Judge Bryson that's here. I want to say hello to you.

Councilman Walford: I'm sorry, I couldn't see him. There was an attractive lady sitting in front of him. There we go.

Councilman Lester: When you practice law, you always make sure you know where the judges are at all times. Mr. Chairman, today we have this group of fine young men and their coach, Mr. Carl Harris. They're with the Louisiana Round Ballers. They have been together for quite some time, they were gone nationally to the AAU Jr. Basketball, and represented this city in an outstanding fashion. But Mr. Mayor, that's not why I asked them to come today. What they did on last Saturday demonstrated the finest traditions of young people today. They took out of their time on a Saturday morning, to go through the Allendale Community, with our folks from Fire Prevention. And these young fellas and I was walking with them, actually went door to door on Milam, Portland, and several other streets in Allendale, and they changed the smoke detectors, batteries, and installed a lot of those for those senior citizens that live in those areas. And in a day and age where we criticize our young people and say that they are no good kids that are doing anything positive, and we generally celebrate them for their physical and other entertainment type exploits, I just thought it was import for us to recognize a group of young men from the neighborhood and from the community that were doing some positive things. And no, they're not sagging, no they're not thugs, not suspects, these are good young men and they're doing some positive things, so I would ask Mr. Harris to introduce his young folks, and our folks from Fire Prevention to kinda speak on some of the things that they are doing relative to helping seniors in the community with Fire Prevention and things of that nature. So, Mr. Harris, could you please present us the team, and whatever you want to say about the young men. The floor is yours sir.

Mr. Harris: First of all, I'd like to say we are the Louisiana Round Ballers, with AAU Basketball program, and we have over 70 kids involved in our program. And I'm proud to say we have the largest AAU program in North Louisiana. And like Councilman Lester stated, We just returned from Orlando, FL, where we finished 5<sup>th</sup> in the nation. We were the only team representing North Louisiana in Orlando in the Junior Boys National Championship. And again, we did finish 5<sup>th</sup>, 16 and under team, we did finish 5<sup>th</sup> in Little Rock (also in the nation), and our 15 and under team finished 11<sup>th</sup> in the nation in Little Rock. So, out of our six teams we had three to qualify for nationals, and all three placed while we were there. This is just 8 of the 13 that were heading to Orlando. Of course you know today is the first day of school, so we couldn't get everybody here today. But to my left is Jeffery Dupree from C.E. Byrd High School; James Holden from BTW High School; Jocobe Marshall, Southwood High School; Kendrick Washington, Huntington High School; Shamir Davis, Huntington, High School; Jonathon Blount from BTW High School; Charles from Loyola College Prep; and Montrel Jackson, from BTW High School. Not with us today is Morris Claiborne from Fair Park High School; Glenn Herd from Parkway High School; Louis Ellis from Southwood High School; Antonio Montcrief from Springhill High School, which I wanted to say he is the only kid that's really not from the Shreveport/Bossier area that's on that team. But of course, he's been with us for years. So, I'd just like to recognize these guys along with the City Project that we did after we returned from Orlando, and they're good kids like Councilman Lester said, and we're proud to be here today, and we'd like to say to the citizens of Shreveport that donated money to us for us to go to Orlando, you may have seen us out on corners out there getting donations and stuff like that in order for us to make the trip. And we had a lot of citizens that contributed to us going. So, thank you very much for having us, and please continue to support us.

Derrick Harris: Good afternoon. On average, we have about five people that die each year in fire deaths here in Shreveport. And the goal of the Shreveport Fire Department is to have zero fire deaths. Last year, we actually had for the first time in nearly 30 years, no one died in a fire, so our goal is to keep that going. And these young men actually got out on Saturday, and helped us make that happen. We installed smoke detectors, over 20 smoke detectors. Some of them we got calls back so we had some positive media coverage. But as you can see I'm a little bit vertically challenged, but these guys were able to go into the homes and install smoke alarms without even using the ladder, so I was pretty impressed. But on the serious side, it is something positive that they're doing, and if you could see the citizens face, when they actually saw young men coming into their homes on their day away from school or work, and actually doing something good for the community. So it was something positive, and we'd like to build a coalitions like that in the Fire Service, and make this an annual thing. But we do appreciate their help, and we look forward to working with them in the future. Thank you.

Councilman Shyne: I just want to commend you all for bringing something positive. I don't know, it seems like here in Louisiana, we say enough bad stuff about ourselves, until people in other places don't have to do it. I mean, we even see political candidates talking about how bad the state is and how it needs to be cleaned up, and we got all of this - - - if our leaders are going to be saying bad things about us, you know other folks are going to - - - and it shows a lack of mentality somewhere. If you don't think good of yourself, you know nobody else is going to think good about you. So, I appreciate you bringing these young men down here, and I want them to know that I appreciate seeing you all doing something good. Because we hear so much bad stuff. You know it's just bad, bad, bad, bad all the time. But this is good. Please, please keep it up. Don't let this be the last summer, continue. And if it's anything we can do to help you, feel free to call on us, and all of us would be glad to do it.

Mayor Glover: Gentlemen before you go, I cannot let these young men take their seat without paying some special recognition to their leader and their coach, Carl Harris as we say, a homeboy of mine. One of the neighborhood heroes. Despite the fact that he's younger looking than I am, he's a couple of years older than I am, and he's always been about doing positive things at school, in the neighborhood, and now throughout the area. So, I want to let him know how much we appreciate and respect all that he's doing. How well, he's (inaudible) our home, our neighborhood, and also want to point out, and I thought Joe would have mentioned this as well, you know Carl was one of the prolific young wide receivers back in the late 70s and the early 80s here throughout Shreveport.

Councilman Shyne: That's right. He looks so young now.

Mayor Glover: But now, I must say he had to overcome some coaching challenges, but he still managed to be able to be one of the leading receivers in Green Oaks High Schools history. So, Carl, thank you much, guys congratulations to you again, and keep up the great work.

Councilman Shyne: Carl, you look good too! That was a pretty low blow you threw Mr. Mayor.

Mayor Glover: I didn't call the name.

Councilman Walford: Does anyone else have a distinguished guest?

Councilman Shyne: Mr. Chairman, I was about to call Harold Carpenter, but Ron Webb reminded me that he's an employee, and so he wouldn't be considered.

Councilman Walford: Before we move on, is Sue Garner in the Chamber? Would you talk to Ms. Pilkinton over there please Ma'am. Mayor Glover at this time, before we move to our Reports, I understand there is a presentation by the Administration?

Mayor Glover: Yes sir Mr. Chairman, Thank you Mr. Chairman and members of the Council. I'm going to be joined in this presentation by Mr. Dark and Mr. Jambor from the Metropolitan Planning Commission, but essentially you all know that several weeks ago, we invited you all to sit down with us so we could share with you what we believed at that time, and have now since had confirmed to be some very good news. And that is that we were looking forward to the possibility of being able to see an even greater manifestation of the film industry here in Northwest Louisiana. I can take you back for just a second and share with you some of the thoughts that I had back in 2002, as a member of the Louisiana Legislature. As I sat there in Baton Rouge contemplating passage of the State Film Credit program for the first time. And I said to myself as I had to on more than a few occasions, that this is going to be something that's going to be great for Louisiana. It may not necessarily be great for my particular part of the state, but I have to think larger than just my little parochial corner of Louisiana, that we can somehow manage to be able to raise the level of the tide, then all boats might get a chance to lift up just a little bit. So in 2002, I cast my vote in support of the establishment of this state's film tax credit for production and the film tax credit for infrastructure with the expectation that most of the focus and the attention would end up in the southern part of the state. That we would probably see New Orleans see a significant boost possibly areas like Natchitoches, maybe some of the other areas along the old River Road where there were the historic antebellum mansions and others, but we might not see much activity come to Shreveport/Bossier and Northwest Louisiana. But interestingly enough, history has a peculiar way of working things out. You go back to 1991 when the legislation legalized gaming in the State of Louisiana passed, the thought was that most of that attention, most of that activity would end up being concentrated in the southern parts of the state as well. Having been a member of the Council at that time, and Joe, you can remember as well, we were told that in Shreveport and Bossier, Shreveport you're going to get a boat, Bossier, you're going to get a boat, and we can guarantee that the other 13 are going someplace else. It won't be anywhere near Northwest Louisiana. Well, obviously that turned out to not be true as well, and the same thing has happened with regard to the film industry. Market forces that affected the gaming industry, Mother Nature stepped in and affected the film industry, following the devastating effects of Hurricanes Katrina and Rita. Filmmakers across this state wanted to make sure that they could continue to be in a position to produce filmed content here in the state of Louisiana, and they found here in Northwest Louisiana, a haven that many of them probably never had given much consideration to. They found a local government that was postured and positioned to be supportive and welcoming. They found a member of the staff in particular in Arlena Acree who was there ready, positioned and poised to help them do whatever was necessary to be able to get their job done. They found a law enforcement community that was more than hospitable, but then on top of that, they found a community of people who were welcoming of them, but who also at the same time didn't speak to be overbearing in terms of becoming too much of a star gazer collectively. And so we now find ourselves in a very unique position here in Shreveport/Bossier and Northwest Louisiana. We have a great deal of activity here. There've been close to 30 movies produced here in Shreveport just in 2005 alone. Some \$300,000,000+ in production, and there is more still yet coming. And with that comes all of the types of opportunity that many of us never thought would never come. One of those is before us today in this Millennium studios. As we

mentioned to you, we shared this news with you several weeks ago, these folks looked around parts of Shreveport looking for a place to be able to further set down their roots. Many of their top executives have already moved to Shreveport purchasing homes and becoming a part of the Shreveport community. But then they were looking for a place to be able to more cost effectively be able to do what they've already done. They've produced five movies already. I think they're in the process of either doing their 5<sup>th</sup> or their 6<sup>th</sup> movie, 5<sup>th</sup> movie right now. "*Major Movie Star*", which in fact does have a couple of major movie stars in it. But they'd like to be able to do more. And to that end a vision for developing a studio came forth. We shared with them several parcels of property around the city that we thought that they might be interested in. It just so happens that they, to my surprise, but my ultimate pleasure, found the area just west of downtown. An area we call Ledbetter Heights, to be a place where they would like to set down their roots. We all know the historic nature of that particular community. I tell folks all the time my story about Huddy Ledbetter, and Fannin Street Blues, and the place that he has within the history of American Music. And without question he has a presence there. We all know the other historical aspects of this particular area. But in the last 20+ years, its been a region of the city that's gone down considerably. And we have here an opportunity to be able to bring some activity there. Some jobs there that can ultimately result in an opportunity to be able to bring even more positive things to the region. We know that the Municipal Auditorium has long been an anchor within that area, an under-maximized set that we also want to be able to put as a part of the vision as well. And we know that over the years, there've been several visions that have been offered, great ideas, and we're looking to move forward with all of those that seek to do positive things within this area. But here in particular today, you have on this Council agenda, your authorization of a lease that will allow us to lease the first 6.7 acres of land that is owned by the City of Shreveport to Millennium Studios for the first phase of the construction of what is ultimately envisioned as a 20 acre studio development within the Ledbetter Heights community. Once that 6.7 acre is leased to them, they will immediately begin the process of investing at least \$10,000,000+ within that particular plot of land. Their ultimate vision is to grow that 6.7 acres into a program into a total of 20+ acres including additional sets, a sound stage, offices, back-drops and what have you. As we shared with you all from the very beginning, we are looking to work with the rest of the development to facilitate the growth of mixed income housing within that area, and a full range of retail activity. We have gone about the work of studying other studios across the country, and have taken from them some indications of what type of activity we can expect and what opportunities lie before us. But that process starts here today with you all passing this resolution authorizing me as Mayor to enter into this lease on behalf of the City of Shreveport. And so, we have here a whole series of photos and other expressions before you. We have Mr. Tom Dark and Roy Jambor, who are my detail men. I have my lawyer in back. Come on up Tom, come on up Roy. Terri?

Mr. Dark: She's out.

Mayor Glover: Oh, okay. She's out extracting yet another pound of flesh from the Millennium folks, on the City's behalf. So at this point Tom, Roy, we'll turn it over to you guys.

Mr. Dark: Thanks Mayor. I've done a couple of civic club speeches and it gets a lot of laughs when you say "Well you know I had a lot of things I planned to do this summer, but movie studio probably wasn't in the top 100, and all of a sudden its here." And it's real, and we spent a lot of time trying to work with the folks from Millennium to identify all the problems and areas and opportunities we could get, trying to work with a team of City folks which included people from SPAR, MPC, DOS, City Attorney, our staff, trying to find ways to make this work.

And that's what it is. It's another economic development project. It's just like a lot of the others, where you identify the challenges, you try to work your way through them and you try to make things happen. We are here partly because we wanted to show you a little bit, and Roy has prepared two pieces of map that we can show at various times, but the one on this side to me, you all have seen these, but the crowd has not. So, we'll try to refer to them a little bit. The one on the left is what Ledbetter looked like in 1994. It's a map that was prepared ironically when he worked for a private architectural firm in town, and he knew where to find it apparently. The one on this side is what's there now. In the area identified as Phase I that is subject to this lease today, we purchased that property in the last two years, because we thought we were going to build a community center there. Well the community went away, and we've decided to do as much of that as we could in the Allendale area. So the 6.7 acres no longer has anything on it as far as structures. The approximately 13 acres that we're hoping to acquire around it has a few. We've done enough windshield surveys to believe there are three occupied residences, plus the Pendleton Apartment complex. You will be asked at the next Council Meeting to introduce a piece of legislation that will fund the acquisition of that property and the relocation of any residents who are still living there at the time we purchase the property. Ledbetter Heights is one of those things everybody - - - you know we came in saying we really hope there is a redevelopment opportunity there. And we now have one. We have a catalyst to start things. We have somebody whose willing to take approximately 20 acres right in the middle areas of the community as far as blight. That's what the lease is about. We will continue to own property, we will continue to maintain control of it, and it's been a real struggle trying to get a document that everybody was completely happy with. I guess that's what Terri is still doing, working on that. But we've given - - - Councilman Walford has a little folder that we did there. MPC went out and took some pictures showing some of the structures that are left, and I asked that at some point, while we talk that he pass those around. Most of them are - - - I think pictures 2 through 5 are pictures of actually occupied structures. The rest of them are some of the buildings we find down there, we have a number of owners that we will be dealing with, but remember that today's discussion is mostly about Phase I. About the area where we own the property. We've gone out and acquired as much of it as we could by actual purchase. So we'll be setting comparables for what happens when they go out and buy all that. Roy would you like to add a little bit about the historical area or anything that you guys (inaudible)?

Mr. Jambor: Yeah, I mean the purpose of the '94 map is of course not just to show how many structures were there, there was a very what I would call 'thorough inventory' involved in that same study that identified each and ever historic structure that was there. As a result that allowed us to compare into or attribute whatever significance to what might be there and what we needed to expect to retain. And that's the purpose of the photographs that you're passing around are actually key to this new map. So, if you wanted to look at any particular area or refer to it, the numbers on those drawings are on those photographs, are also numbered on the map, so you can identify each and every structure. About the only other thing I would add, Tom talked about certain unprecedented things. A couple I know is 1) that a much more lengthy process that you're aware of, I don't think I've ever been involved in a project that's put together as many people from a single organization from throughout the city that we work very quickly and very diligently to respond in the quick manner that we had to, without making any significant areas or dropping the ball. The other thing that's a little unique about this project is you know planning is something that I'm not going to even own up to how long I've been doing this, but it's kinda of an excepted principle that when you're dealing with an area with this kind of wide spread

blight, that before anything really happens, that public monies are going to have to be expended for the benefit of private property owners. To my knowledge, this is the first time the reverse has happened. Where we have the (inaudible) one that we might be years waiting on to do if we had to finance it on our own. And that was really my role to make sure to work with - - - not just the adjacent property owners and their design professionals, but the design professionals hired by the studio to make sure that the property that we selected and the manner in which this thing is development provides and maintains and serves as a catalyst for additional development opportunities. Not a detriment, and I think we've successfully done that. And like I said, this is a very, very quick study on how we think it should be done. A varied version of this (inaudible).

Mr. Dark: I think just FYI, as well, the MPC tomorrow will consider the rezoning of the Phase I property, which (inaudible).

Mr. Jambor: For those of you in the audience, it's this area right here.

Mr. Dark: There will be a request tomorrow for MPC to consider rezoning of that, so assuming that passes, you'll see that in due time as well. We want to let you know as well there've been some discussions about the historic nature of the property that we're thinking about acquiring for Phase II, and we are aware that there are a certain number of historic preservation reviews that have to be done in order to make all that work. We have expressed to Mr. Brock and Mr. Joyner our definite intention to do exactly what is required and try to be as sensitive as we can to protect the structures that are still there, that are of historic significance. There is a house on Sprague Street row, I think the last of the six there, that we're going to try to work with Millennium to keep there as a piece of brick there on Mary Street, that's the last one of those exposed. We're going to try to see if we can work with them to do that. MPC is keeping significant design review. They're working on ideas for special overlay zoning district that will protect the area and give us as much control as we can over the adjacent area. But this is a good thing. It is a project that we're proud that never in my wildest dreams would I have thought that this would have been the catalyst for redevelopment of that area. But it is what it is and it's going to happen. So we very much ask for your support at whatever point you get to it on the agenda, we may have Terri come up and explain the amendments to a lease that are being proposed. They're on your electronic agenda. We've tried to work with the Millennium folks and their attorneys to make the lease work better for both of us by extending the term, by saying we would within two years work to acquire this property, that they would have only three years to decide if they wanted it so that if they chose to stay with the 6.7 acres that we'd have a way to make sure that we could immediately begin to redevelop what was around it and try to clarify these other provisions of it so that everybody would know where everybody stood. But Terri's been working real diligently with Danye Malone whose the attorney for Millennium, and we feel like we have a good agreement, and we ask that you would pass later in this meeting.

Councilman Walford: Do we have questions from the Council?

Mayor Glover: Before we get to questions Mr. Chairman, I just want to also add that in addition to having extended an invitation to meet with all members of the Council to do a detailed presentation, we also have met with members of the Downtown Development Authority, the folks from First United Methodist Church, that's there at the head of Texas Street. Tom in fact has had several meetings with them and Dr. Day and other members of their Church leadership. We've also extended that invitation to the folks at Christian Services. We tried to find every stake holder that we could there within the community. I even went and spent part of the morning sitting down and chewing the fat with my good friend T. J. Mandina, whose one of the last remaining businessmen within that area. And so we are certainly trying to make sure

that all those folks who can be impacted or affected by the possibilities are aware of what it is that we are attempting, and we'd like to address any of those issues and concerns as well. Also I would point out that Mr. Dark, and Mr. Sibley, and Mr. Jambor I believe met with two of our local historians to discuss those historical issues that have been raised about this project, and I think that that meeting came to a very positive conclusion as well, and certainly the concerns there have been reflected in Tom's comments. So we have to the best that we can have attempted to dot our Is and cross our Ts with a very fluid process. We are attempting as local government to move at the speed of business. We know that that sometimes can be very difficult to do with the different nature of business and government, but we ask that you all certainly ask any questions that you have, but give us the opportunity to go ahead and move forward with this endeavor. Thank you Mr. Chairman and Members of the Council.

Councilman Walford: Any questions from the Council. Mr. Mayor, thank you very much.

### **Reports:**

Property Standards Report: None.

Mr. Dark: We do have one.

Mayor Glover: Mr. Chairman, if you would before you move on to the next part of the agenda, I do want to for the Council to be aware and for the public, that we do have one of the Millennium principles whose here with us, and Mr. (inaudible), that handsome well-tanned gentleman you see sitting back there on the next to the last row. Nick is one Shreveport newest citizens. I understand that he is in fact has registered to vote, or if not soon will. But I believe is one of the newest residents of Council District B.

Councilman Walford: Great.

Councilman Shyne: Mr. Mayor, before you leave, I was looking at him, and I see a nice tan, I was wondering if that is a spray on, or did you get that since you've been here in Shreveport these last couple of days?

Mr. Michael Flanagan: It's a combination of that and high blood pressure.

Councilman Walford: Thank you Mr. Mayor. And with that we move to - - -

Mr. Dark: Mr. Chairman, we do have one more while we're here, and the Mayor is - - - we've had so much going on , we're about to let it slip. We had asked based on some discussions, we had asked SMG's Doug Thornton to come and visit with y'all briefly to talk about the Convention Center. If we could, this would be a good time to do that. He has met with the Mayor and his staff last week in New Orleans. He is a Shreveport native and is very much committed to helping us do what we can to make the Convention Center work as well as it can, and he had asked if he could come and visit with you all today, and this would be a good time to do that, if it's alright.

Mr. Dough Thornton: (Regional Vice-President, SMG) I'm based in New Orleans at the Louisiana Superdome, and have regional responsibilities for SMG in this area. And as Tom said, I am a native of Shreveport and was involved in the early stages of this Convention Center. I wanted to come visit with you today regarding the Center, I believe Tom has provided you with the most recent financial projections for the six months ending June 30<sup>th</sup> of this year. So we're six months into our operation here. The Center is not performing as well financially as we would like at this point. We are currently running about a \$500,000 deficit compared to budget

when you combine the management fee with the operating deficit itself, which is a little bit higher than we expected. If you look at operating losses compared to budget, we're about \$1,872,000 compared to a budget of \$1,374,000. So there are a number of variables that affect that bottom line. One of which obviously is the hotel. Very important that hotel be up and running, certainly its about 7 or 8 months delayed I think in it's opening and we had budgeted and forecasted for that hotel to be up and running at the beginning of the year. So, the delay has impacted us to some degree. We have incurred higher than budgeted expenses and a couple of different areas, most notably I guess the utility expense, and that is not an uncommon phenomenon. It's happening to us and a lot of other markets, and it's happening in New Orleans as a matter of fact. So, we are looking at ways that we can not only trim the expenses, but to grow the revenues, we obviously are taking this very seriously. We're going to be working very hard over the next several weeks. I personally am going to be involved in monitoring this account. We're going to spend a great deal of time here. I've got some of my corporate folks who are going to be focusing their efforts on Shreveport. I think we probably at this point have seen the bottom. I think with the hotel opening in June, and progressing on, we're going to see an increased number of bookings. What is interesting about the financials if you look into it, is that our event days or the number of utilization (inaudible) if you will of the Convention Center are fairly high compared to the original pro forma. We're pretty close to target. But some of the revenue streams are a little bit off, and most notably I would say in the Food and Beverage area. I think we can do a better job of improving our Food and Beverage in terms of the gross revenue, the bottom line. So, I think that scenario we will target as we go forward. We have taken steps to bring in an Interim General Manager. I would like to introduce him is Charlie Gardner. Charlie is a veteran operator, and I brought him in to run this operation until we can conclude our search for a permanent replacement for Mike Carrier who left about a month ago. We operate a number of Convention Centers around the country. We have a number of candidates that we're looking at now on a permanent basis and we'll work closely with the City and the Mayor to make sure that we find the right person. That search continues. We wanted to be very strategic and diligent in that search and we anticipate that it will - - - these things take time to relocate personnel. Certainly within the next few weeks we hope to make some progress in that area. Also I wanted to mention, one of the things I think we were working on before Mike left was a Non-Profit rental policy. I think we have to do a better job of working with organizations here. Many of you have given us feedback on that, and certainly I have learned today in my travels here about some of the issues that we face with Non-Profit. Let me say that is not an unusual thing. We deal with that in all of our communities. We will be working to establish a Non-Profit rate. I think its very important for us to be able to have the community to come into that facility, embrace it, feel comfortable there. Having said that, not all Non-Profits are created alike. Some are different, some have more money than others. (Inaudible) different clubs and organizations. We want to make them feel comfortable in that space and will have to be flexible in our policies to deal with that. And so, I just wanted to come here today to reassure you that SMG is committed to this market. We believe that this is a very positive market. You know you've got a lot going for you here. Certainly the Hilton I think is a very positive step for the Convention Center. Shreveport is a very viable destination. We need to concentrate our efforts on the regional and statewide business that we can pick up. We're going to be working more closely I think, with the hotel sales staff and the Convention and Visitors Bureau. We need to very strategically go out and target some of these clients from around the state and around the region. That's going to be the bread and butter of this Convention Center. But SMG is

committed, I am personally committed to making this operation successful, and I am confident that we can do that. I'd be happy to answer any questions at this time.

Councilman Walford: Questions at this time?

Councilwoman Bowman: I've got a comment. Yes sir, what did you say is your title?

Mr. Thornton: I'm the Regional Vice-President for SMG.

Councilwoman Bowman: Just listening to you speak, you mentioned the \$500,000 deficit and I don't think that our taxpayers, our citizens are all that pleased with just hearing that at all, and personally, and I'm giving my opinion, I sit here and feel that I was just fed a line of bull. Thank you.

Councilman Shyne: My concern is - - - is Mr. Dale Sibley, is Dale in the house?

Mr. Dark: He's in the building, but I don't think he's - - -

Councilman Lester: He just went upstairs.

Councilman Shyne: Doug, Dale and I met with a group of your employees or our employees, because it seems like we're picking up the tab, and my daddy always taught me that whenever you paying for something, you kinda own it. Of course my daddy didn't have much money, so I don't know if that was a good statement or not, but I will say that we met with a group of your employees, and we found out that some of them were quite dissatisfied. And I don't know if whether you know about this, whether you have some kind of way from time to time that you meet with your employees, but I do know that if you have employees in management that's really not communicating, that's not really jelling together, things are just not going to work. And I don't want to discuss any of them right here with you, but I would hope that you would kinda sit down with Mr. Sibley and if he needed me to sit down with him, is that - - - Dale, could you just kinda come this way and maybe stand a minute or two. You look good in your new blue suit. I was telling Doug that you and I met with a group of employees over there, and Mr. Sibley wrote a few things down that they were dissatisfied with. I told him that I would not discuss it here in an open Council Meeting, but I would hope that he would get with you. Oh you got 'em there? See he's got a nice little brown package for you. And I would hope that you would look at them, because what they were concerned about were just common sense things. And they told us some things that were happening over there that as the top manager, I know that you wouldn't be condoning, and I wish you would sit down with Dale, and those little things are not hard to correct. You know it's not like correcting bottom line, which is going to be a job. I don't have to tell you. I mean, I kinda hate to be in your situation. I hate to kinda be managing the Convention Center, and the Hotel and all, and I'm not going to even say make it be profitable, but at least make it come up some, because that's going to be a tremendous job. But the things that we're talking about with the employees, and some of your I want to say administrators or supervisors or whatever. You know those are little things that can be corrected. I would hope that you would look at those things. I would hope that you would look at correcting them, and I know it's always two sides to everything, but I would hope that you would value the opinion of those employees who work there, because after all is said and done, those are the people who are going to make it go. You know as an old coach and I guess Cedric kinda referred to that earlier, you know how you can tell a running back? I don't care how good you think you are, but if those guys in front don't block for you, you're not going anywhere. So, don't let your head get so big. So I say that to management and to the administrative people that those people who are supposed to do their day to day jobs in the trenches, if they don't do what they are supposed to do, it's going to make you look bad. And if you don't create that kind of environment, and that's part of what you're supposed to be able to do as an administrator, or as a

supervisor. When you're in management type positions. My daddy had another old saying. He used to say that took me a while to understand, he said "Joe, everybody can't work labor." And I really didn't understand what he was saying back during that time, because I wanted to say, that might have been about 35 years ago Cedric when I was a boy. But you have to understand that your management people have to create the kind of environment where people would want to give their all, and you know sometimes that old - - - I almost said that old slave master attitude, and I don't want to use those terms, but I guess since I said it, I will, don't really work if you understand what I'm saying. And I've always been told that you can catch more flies with honey than you can with vinegar. And you have to know how to motivate people, and you have to know how to create that kind of environment. So, we met with about 10 or 12 people, and I hope that you will meet with Dale, and I would hope that what they're asking are not things that cannot be corrected, and I would hope that you and your management would correct those because if not, it makes us look bad as a city to create that kind of environment. So, I'm praying for you and I don't believe in keeping my fingers crossed. I believe in prayer. So, I'm going to pray for you and hope that we can do something constructive with that facility over there.

Mr. Thornton: Well, I appreciate your comments. First of all teamwork, you are absolutely correct is important. Secondly, I was not aware of the issues that you're talking about until recently, and I did speak to Mr. Sibley late last week and he did make me aware of the comments that you are referring to. Rest assured that we have numerous avenues for our employees to make suggestions, voice their opinions throughout our company. We have a business conduct policy. We have an employee hotline, where people can call anonymously if they feel they're being mistreated, or if they feel that something is not going right, or business is not being conducted properly. We have heard any of that. No one has made management aware of any issues, but I'm interested to know about some of the things that you guys have discussed with the employees, and rest assured that we as I said earlier, we take our position very seriously here, and we are committed to Shreveport, and we're committed to the reduction of this deficit. Our job is to manage this facility for you. And to make it work for the City. It may never be profitable. Convention Centers are generally not profit centers. They don't generate revenue. There are a very few ways to make money in Convention Centers, but they generate economic impact. They may be a source of community pride, and a place, a destination for community organizations. That's what they do. They serve the public. And so our job is to maximize those revenues, minimize the expenses, create the teamwork environment and rest assured, you have my undivided attention, we've got SMG's undivided attention, and we'll be here to work with you. I really think you will see things progress, the hotel being opened is a big plus. We will have a much better fiscal situation I think, heading into next year. So, I just wanted to come give you a report today. And feel free at any time to contact me. I'll be happy to answer any questions, even though I'm in New Orleans, I'm a short drive away and I'll be up here quite often this fall. So I'd be happy to answer any other questions.

Councilman Lester: Doug, to add on to what Councilman Shyne has said, I would suggest or commend for your reading, the customer service surveys for the last nine-ten months. They are very - - - some of them are pretty good, but some of them are very, very disturbing. Some of the things that were said, some of the things that were done. It's very important for me, and I think some of the Council understanding that the Convention Center is not going to be a profit center, it's a loss leader, we know that. But what we don't want to have happen is for employees of the Convention Center to leave such a bad taste in the mouths of the people that are renting the facility, such as to do harm and damage. I mean we're doing everything that we

can short of us taking some trips our and literally asking people to come to Shreveport, to our new place, and I know that many of us are doing that on an individual level. And asking organizations that we're members of to be part and parcel of bringing their regional events. And there's and organization that I'm a member of. We're having our regional event next year here. So, a lot of us are doing those things, but it's cutting off our noses to spite our face, to get people into the building and for them to have a poor experience. Customer Service is something that is absolutely paramount. And the fact of the matter is customer service at the Convention Center has been sorely, sorely lacking. And this is the first time that I've gotten an opportunity to tell you that, but if you look back at the transcripts of the last Council toward the end, and even now, that was something that we were saying to Mr. Carrier on a pretty frequent basis. So much so, that the idea of having a customer survey that we mandated by Council actions for them to have, because we wanted him to know that the comments that we were getting, we were not just pulling them out of thin air, and it was not a situation where we were making these things up. People were actually telling us that they had a bad experience, and they were quantifying it. So, I would commend for your inspection, those surveys, and I would really like to see a plan of action by SMG on how we're going to deal with those issues moving forward. Can't say what happened in the past because it is what it is, but it's very important that when someone comes and they come to that building whether it be the hotel or the Convention Center, that they have as much a positive experience as possible. Because it goes with saying that we have a lot invested in that.

Mr. Thornton: No question. Two things real quick. In meeting with the staff today, I learned that some of these customer service issues, I knew a little bit about it through Mr. Carrier when he was here. He had referred to some of the situations in the past but I'd asked for copies of all the customer service reports for this year. So I will read those. And 2), we have a company wide customer service training program called Connect, and I intend to have our corporate staff come down here and conduct customer service training with all the employees, both full time and part time in the Center, is a new feature that we've rolled out to all our convention centers, stadiums and arenas. So you have my commitment that that will be implemented here before the end of the year.

Councilman Lester: Thank you Mr. Chairman.

Councilman Walford: Anyone else? Doug, while I've got you, I'd like to piggy back on some of what Mr. Lester said. Complaints that I've heard and they were recurring, is poor communication when local groups, not necessarily non-profits, but those who expected to pay the prevailing rate, but the response they're getting when they call. I've had any number of people complain to me that the impression was that we didn't want local business. And we do want local business, we do want the taxpayers using it. And one group met with Mr. Shyne, the Mayor, and I, and I didn't like what we heard about communication. So, if that happens with local groups that are telling us that, I'm afraid of what might be happening with out of town groups that contact about rentals. And I think the initial contact of a communication with those groups is so important, because I think its very easy to turn them off, and they go to the next one on their list, and go to Wichita, KS or Little Rock, or somewhere else, and I don't want that to happen. But it was a recurring thing, and I'll be happy to talk to you in a non-public forum a little more about that. But that was something that concerned me, and I know Mr. Shyne and I had shared that concern after our meeting. And I think it's serious enough that it's something you should be aware of, you should know the names and - - -

Mr. Thornton: I'd be happy to contact some of those people personally to find out more information.

Councilman Walford: The names I'm referring to are within your organization sir. I'm sure you'll contact them after we talk.

Mr. Thornton: But I thought you were referring to some of the organizations, but its important for us, for me personally to have this dialogue with members of the Council and the Mayor's office, and the Community, so that we can understand what the problems are so that they can be fixed.

Councilman Walford: I mean some of the issues that came out with some of the other groups, they were very happy with the facility, but we had some serious communication problems and I think that that's something that we've got to resolve because if people are happy, they don't tend to go out and tell folks near as much as if they're unhappy. And we don't want that. And so I would like to talk to you before you leave town and I'll give you my number or the Administration can give you my number, but I have several concerns I'd like to address here. Okay? Thank you very much.

Mayor Glover: Mr. Chairman, I wanted to share with you the sentiments from the Administration's perspective. I like many of you have had a great deal of concern about the operations of the Convention Center. As you mentioned Mr. Chairman, and Council Member Shyne, and many of us have had conversations with and meetings with some of the individuals both inside and outside of the organization about some of the issues that they've had. But I can tell you that I am confident based upon just the interaction that I've had with Mr. Thornton here over the last week or so. That we are going to turn this corner. This city in the summer of 1999 made a decision to go into the Convention Center business by upwards of 70(+)% . Like it or dislike it we moved forward with the construction of that project according to the citizens wishes. One of the things that we always talked about in terms of our old convention facilities was the fact that we did not have the quality of hotel facilities necessary to be able to go out and compete, not against the big boys, but just against those size communities that represent our natural competition. Cities as small as Alexandria, we were not even able to be able to make an effective case against. And now so here we are. I like many of you had some trepidations about some of the things that happened previously, and I was very amused I guess, by the way in which Joel Anderson quoted me in his article that he wrote in the *Shreveport Times* upon the departure of the previous General Manager of the Convention Center. I'm not here to say anything bad about anybody, but I will say this, as Mr. Thornton and I spoke of here in the last week or so. We are expecting great things out of the next individual who is going to come forward to lead this facility. But more so than that, we're expecting great things of Mr. Thornton. And I want you all to know, since no one has mentioned it up until this point. Mr. Thornton's been a very busy man here over the last couple of years. Some of you all may not know, he's from Shreveport. I often times run into his parents out at the Brookshires on Mansfield Road, when I'm out making groceries as they say. And they're fine and wonderful folks. Dough grew up right here in Shreveport, attended Woodlawn High School, and if I'm not mistaken, played football with Dennis Joyner, if I'm not mistaken. Some of those teams from the late 70s – early 80s. But in addition to being in charge of facilities like the Shreveport Convention Center, and the Bossier Centurytel Center, his Region of responsibility runs over several states and in particular, he's been rather busy over the last couple of years, dealing with the challenges of the Superdome which is where he's based out of and practically lives out of, as I have come to understand here rather recently. Certainly lived there in the after effects of

Hurricane Katrina, and still lives some seven minutes away from the Superdome, right at this very moment. I say all that to say this. Doug being a native Sheveporter, I now truly understand and appreciate that he is committed not only to his hometown, but in particular to this project. And not that he has been able to get some of the challenges of the dome behind him, and that facility is moving in a positive direction, I think that not only are we going to see an outstanding individual selected to lead and manage and direct the operations of this city, but as he mentioned, I think it's gong to also receive a considerable amount of his own personal attention, and we look forward to that as well. So, as we all know that there is nothing that we can do about that which has already been, but we definitely know that we can affect that which is yet to come. And so we look forward to Dough leading us in a positive direction. We're going to be obviously objective and hard nosed about what it is that we expect, but I didn't feel very good about our situation two weeks ago, today, I feel a whole lot better. And in the coming weeks as Doug gets a chance to sit down with you all as individual Council Members, he and I sit down begin to meet individually and collectively with some of the local groups here who have gotten a little jaundiced on the idea of supporting the local Convention Center, I truly believe that we are going to see things turn around for the better. Because he used the term in one of our previous conversations that I want to become a hallmark of this particular facility, and that is that we want the Shreveport Convention Center to become the venue of choice for not only people who are looking to come into this area from somewhere else, but we also want it to be the venue of choice for those of us who live here and have our own various non-profit initiatives and efforts that we put forth as well. And we're going to do all of that while we're helping as much as we can to make it pay for itself. Recognizing as Councilman Lester mentioned it is a loss leader, but we do ultimately want that loss as it is the venue of choice to be as small as possible. So, Doug good to have you home again, look forward to a great working relationship with you, and thank you for being here today.

Mr. Thornton: Thank you Mr. Mayor, thank you very much.

### **Public Hearing:**

#### **Confirmations and/or Appointments, Adding Legislation to the Agenda, and Public Comments.**

#### **Confirmations and/or Appointments:**

*The Deputy Clerk read the following:*

#### Comprehensive Environmental Board of Appeals:

Ms. Amber Wooten

Registered Voter

Mr. Lyn Irish

Environmental Engineer

**Motion by Councilman Shyne, seconded by Councilman Wooley to approve the executive appointments of Ms. Wooten and Mr. Irish to the Comprehensive Environmental Board of Appeals. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

#### **Adding Legislation to the Agenda**

*The Deputy Clerk read the following:*

**Case No. C-62-07:** Property located on the southeast corner of Mac Arthur and East 70<sup>th</sup> Street (D/Wooley) (*MPC Approval in a B-2, Neighborhood Business District for automobile sales*)

**Motion by Councilman Shyne, seconded by Councilman Wooley to add MPC Approval C-62-07 to the agenda. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**Public Comments (*Agenda Items to be Adopted*)**

Councilman Walford: We have an awful lot of Public Comments, however, I'm going to ask each speaker to please adhere to the time limits provided.

Councilman Shyne: I think Roy was here long enough to understand how important time is to us.

*Mr. Roy Burrell: (820 Jordan)* Mr. Shyne, I think I learned that lesson from you while I was here. But again it's just two basic comments that I had, and Mr. Chairman I appreciate this opportunity Council Members and Mr. Mayor. My first is on our BizCamp Program. I was there in the legislature during the time that we were having our summer program here for our youth, our Entrepreneurship Training Program for not only inner city kids, but any child that wants to learn about entrepreneurship, learn how to create businesses, and we're in our 7<sup>th</sup> year. And many of you have participated in our program, and you know that it's a very important and worthwhile program to our community. We work very hard. I've gotten the Governor, well the present sitting Governor very encouraged about teaching entrepreneurs education around the state, and she has created several initiatives to that extent. As I said this year, we had 50 students, and I think in front of you, we brought you a little token of our appreciation. Mr. Mayor, we're still trying to get our shirt. You might want to frame the one we gave you.

Mayor Glover: Yeah, you're still a few Xs off. But we'll get there. You've got come up, or I've got to come down.

Mr. Burrell: Well anyway, again our youngsters had a great time this year, they came before you earlier and made a presentation to you. I was especially encouraged by two of our students, although we have a number of excellent students that come out of our program. Ms. Tessie Bryant who is now 17, was 12 when she started our program. And she is three years into her business and doing quite well. And Mr. Bryan Whitely who is 19 years old, the grandson of Frank Whitley who is a realtor and that young man came to us at 12 years old. Now he's in his 7<sup>th</sup> business. He's doing international trade, he's a Morehouse College student, and he started all that from our summer program here in Shreveport. So, I'm very, very proud of him. Along with others. We also brought the National Foundation for teaching Entrepreneurship here to Shreveport from Batson College which is the premier executive business college in the U.S. And we brought them here, and we trained 11 teachers to become certified entrepreneurial teachers. We're looking to expand our program now because we have interest in many ULM (Northwestern) is asking us to expand there, and Grambling. So, again, we appreciate all the help and hope to get continued support. The second issue that I wanted to talk about is the Millennium project. We're here to support and encourage that development. I wish we would have known a little earlier Mr. Mayor, maybe we could have gotten a more comprehensive study on how it fits into hopefully some future development we will have in that area. Because you know that part of Ledbetter is in District 2, the State Representative District in which I represent right now. And for many of you that know me and know that the work that - - - well I

know that I've worked toward with the Inner City Entrepreneurial Institute, our board would definitely encourage that. I went down to one of the facilities that they had (inaudible). I'm here to let you know that we support your efforts, anything to work toward the redevelopment of the inner city. And for those of you that know me, you know that for the last nine years, that has been my main focus since I left corporate America is to definitely work toward initiatives that will help to revitalize our inner city area. Even the work that I'm doing at the state level in which hopefully Mr. Mayor and Council, we'll be rolling out some new legislation to deal with adjudicated properties. We've been studying the history for 11 months now, and the law council whom I'm working with, the LSU Law Council, or Law Institute has taken on that project for me, and we're hopefully by next session, will have some legislation that will help with that problem. The other thing is the Pendleton Apartments, I had an opportunity to go down there to see that facility. Chris had invited us down. It's deplorable. I hope we can do something to eradicate that. I was glad to hear that this project will hopefully taken into consideration. The only other thing that I want to address in the same vain is the efforts that we're making in terms of our inner city initiative to study the inner city corridor. And hopefully, that in addition to what you're doing here will somehow incorporate both, because we're looking at anything that will take place in that area. And as you know as part of I-49 initiative that we pushed down the state to try to get monies to look at environmental study (inaudible) whatever area, it's my hope too, that we can do a more comprehensive study, so that anything that is placed in that area.

*Pastor Pat Day: (First United Methodist Church)* Thank you so much for the privilege of addressing you Mr. Chairman and the Council, and Mayor Glover. As you heard just a few moments ago, Roy has mentioned it, also the Millennium presentation that you just heard. I come here not as an adversary to that, but someone who wants to cooperate and work very strongly in making our neighborhood an even better neighborhood in which we're in. Our church has been in downtown Shreveport for over 150 years. We have Shreveport at heart. And we've been one of the anchors for many, many years on the west end, serving Ledbetter community as well the downtown area, as well as Greater Shreveport. So, I come here not as an adversary, but as someone looking for win-win situation, and we want to work with you Mayor, we embrace your vision for our area down there, and we want to work also with Mr. Brandon, who I just met a few moments ago, whose in charge of Millennium Studios. Our biggest concern is we have a vision. We're one of the few downtown churches in America that's actually growing and doing something. Our church has chosen to remain there, and we're there for life. And in the last couple of years, we built a \$5,000,000 building. We have on our drawing board right now two buildings that will be somewhere in the neighborhood of \$7.5 million. So that's well over \$12,000,000 that we've invested or will invest in the next two years in downtown Shreveport. It's because of our growth. God is blessing in unprecedented ways in a downtown church. And he gets the honor and glory for that. Here's my concern. Main issue of the Millennium and I quote from a document that Mark Williamson who works for Somdal, he's an architect and is helping us with our strategic plan. He said, "The main issue of the Millennium plan that affect First United Methodist Church, is implied of use of land currently owned by the church has already has projected uses by the church. One of the major factors in the success of churches especially downtown churches is acquiring and maintaining the adequate land for growth and not getting land locked." This has been one of the things that our leadership has done for years and years. The leadership of First United Methodist Church is understood that issue for many years and guarding that control is obviously in the best interest of the future of the church. The land that is bounded by Travis, Fannin, Douglas and Common offers the

church an expansion opportunity in both parking and building to the north of campus. In addition that parcel gives First United Methodist Church the ability to maintain green areas around the campus on the major thoroughfare of Common Street. The Douglas Street property has been identified for future parking. To replace parking lost by the construction of the new Early Childhood Ministries Center. Parking will be another issue that is on the horizon of First United Methodist Church. The City of Shreveport and First United Methodist Church will likely be in dialogue over the coming weeks about this development. And that's what I've come here to say is we want to be in dialogue. And I really do appreciate Tom coming and addressing our leadership a few weeks ago, and letting us know before it came on the press that our property was some of it that you're looking at possibly acquiring. When you already have plans for your property, and somebody announces in the newspaper, they're going to come get it, that would cause a lot of red flags. And that's something I appreciate that Tom did. And I appreciate the privilege that we're going to have of working with him and also with Roy, and also with the Millennium folks in the future. We believe in a win-win and we believe that First Methodist Church has got a great future, and we want to help in any way to make our downtown area stronger and better. Thank you sir.

Councilman Walford: And Dr. Day, I love having your church in my district, and I will commit to working with you in any dialogue in any way that I can to make things work. And I have an idea that your Mr. Sawyer and I are going to talk about before long. I will certainly make you a part of that as well.

Dr. Day: Thank you very much. We appreciate you as well.

Councilman Walford: But when I talk to him, he will leave with a smile.

Dr. Day: Can we take an offering right now?

*Mr. T. J. Mandina: (4031 Richmond) City Council, Mayor, I'm excited, really excited. I've been at this one location (my business) for 35 years. I've been a part of Ledbetter Heights, Allendale my whole life. I lived on Pierre Avenue. We had a business on Caddo, so I am a part of Ledbetter Heights. I have two hats here. First of all, I served on the Planning Commission for some 19 years, and I just want to tell you how slow government moves. We can't afford another 25 years of slow growth. And the reason why I say that, Tom's been a part of this, Mr. Kirkland's been a part of this growth. And I just want to start with Mayor Hussey with Streetscape. To create jobs, people moving in and living in the downtown area, some 25 years ago. Nothing's really happened. Mayor Hazel Beard, riverboat gaming came in. Sci-Port, another component of the area. Mayor Williams, Festival Plaza, another component. I mean, we're getting there, but we can't wait. Mayor Hightower, his convention center, and Government Plaza, the hotel, another component. But this is the greatest opportunity that could ever happen for the downtown area that I've seen since I've been involved in city government, and it's the (inaudible) of the City of Shreveport. And I've served under all of these four mayors on the Planning Commission, and their object, they always want to do something for downtown. And this is a great opportunity. And I've called this putting a puzzle together. We've got this last piece of that puzzle and let's don't lose that last piece. We have the leadership with City Council, and this mayor, you really need a great city of the south. And that's all I have to say. Thank you.*

Councilman Walford: I think part of what it is, they haven't put this in their official documents, but they're heard about your Italian sausage, and that's one reason they want to locate down in that area.

Mr. Mandina: Yeah, but what about my pork chops? You haven't heard about that yet.

Councilman Shyne: T. J., just one thing. I see why you and the Mayor are such good friends. Cedric, that was a great compliment. I mean out of all of the good things that have been brought, Cedric is bringing the best. I think that's a quality statement.

*Mr. John Grindley: (134 Satinwood)* I'm just honored to be before you guys today. And as T. J. said, he's excited, I'm really excited, because the Robinson Film Center is all about being at the right place at the right time, that's what brought me back to Shreveport/Bossier to run the film center, and my background was in film production, and all of sudden as soon as I got the job, the film industry came up here after the devastation of Katrina. So, I'm working with Arlena and Claire Franks in our office, we've just been blessed with the film industry in our backyard. So, when I heard about this and the construction on our film center which is about halfway completed, I couldn't believe it. I said, this is the best thing that could happen that the film center could be just right around the corner to a movie studio. So, I just really think that - - the film center really supports this initiative. I think it enhances our mission, and it compliments our mission to bring the best international, independent and classic film to our area as well as serving as a resource for film education and film production. I think if you guys can show the support that you've shown us with this project, I think it's a great synergy for us and downtown Shreveport. So thank you very much.

*Ms. Pam Atchison: (Shreveport Regional Arts Council)* Thank you Mr. Chairman and Mr. Mayor. What a thrilling day. I hope that we'll all work together to welcome Millennium Studios as the newest partner in the western most part of the West Edge Arts District. We see them as a real asset as people who will come to live, work, play and discover downtown. We see them as people who will come and celebrate the rich cultural heritage of Ledbetter Heights with the historic Municipal Auditorium, the wonderful, colorful Oakland Cemetery, the great organization, Playaz and Playettes, the historic Sprague, Blue Goose musicians (you have to make a film about that), and of course the legendary Huddy Ledbelly. It's a great place, it's a great time, one year ago, Shreveport received the award from Governor Blanco as the Outstanding City in cultural development for Louisiana based on the investment that we had already made in the film industry. I hope today's investment furthers Shreveport as the cultural destination in Louisiana and really furthers the arm and the aim that we are Hollywood South, so I hope today you'll vote and say 'it's a wrap'.

*Mr. John Hubbard: (428 Travis)* I'm here on behalf of DDA at 401 Edwards. You have a letter I believe that's in front of you that I would like to read into the record, I'll be willing to provide comments, but we had met with the Mayor and the staff, and are truly excited. So, if I may, The Downtown Development Authority ('DDA') has long believed that to ensure the successful redevelopment of downtown Shreveport, the blighted conditions in surrounding Ledbetter Heights need to be addressed. The Central Business District does not exist in a vacuum, and it's continued success is dependent upon the successful revitalization of the surrounding neighborhoods. The DDA Board of Directors, therefore supports and applauds the City's proposed lease with Millennium Films. The DDA believes the proposed project exemplifies the strategy outlined in the DDA's 2010 Redevelopment Plan which encourages the elevation of the arts as an industry and leverages the appeal of downtown's historic building inventory. DDA and its' sister organization, DSDC, have made significant financial investments in the West Edge Arts District having contributed approximately \$1.7 million for the development of ArtSpace, Tiptina's, Municipal Auditorium, Stage of the Stars Museum, and the Robinson Film Center projects. The Millennium Film project builds on the entertainment infrastructure already in place in downtown's West Edge and the City's growing film industry.

The DDA also believes that the continuation of Streetscape infrastructure into the proposed development will serve as a physical connector and provide a seamless transition from the city center while also incorporating the upcoming expansion at First United Methodist Church. The Millennium Film project offers the City of Shreveport a unique opportunity to continue building the arts industry, augment the retail industry, and boost downtown housing. The development will, undoubtedly increase job opportunities for the existing arts and entertainment community while bringing more jobs, visitors, and an enhanced tax base to the area. The project will be good for Ledbetter Heights, the Downtown Development District, and the community overall. With that in mind, the DDA Board of Directors would respectfully encourage the City Council to approve the lease with Millennium films. I applaud your efforts and your vision and your support of the project. Any questions?

Councilman Walford: Not, thank you and the DDA.

*Ms. Janie Landry: (401 Edwards)* The core value in 2010 Redevelopment Plan that our Chairman John Hubbard just mentioned to you, if I may state that, it reads as follows: The health of Ledbetter Heights has a material effect on downtown and should be nurtured. It represents a tremendous redevelopment opportunity that should be encouraged. What better way to nurture the area of Ledbetter Heights and enhance downtown, than with the development of millions of private dollars and the resulting production studios, retail, and new housing. Having a setting that complimentary to the taxpayers investment in downtown Shreveport, and the West Edge Arts District is significantly important to the continued future success of the City's center. The proposed project will provide the complimentary setting that it will provide the housing for industry workers. Those industry workers will find their way into downtown Shreveport, creating more pedestrian traffic and patrons for the business located in the downtown development district. So therefore the Millennium project and downtown would be linked pedestrian environment so additional streetscape improvements that we discussed would also be beneficial and critical to both downtown and First United Methodist Church's planned development. The project offers a historic opportunity. (And I think this will be the most important that I will say today) Having worked for the Downtown Development Authority since 1994, an opportunity to carefully consider the very real possibility of extending the downtown boundaries thereby increasing the inventory of downtown properties, and enhancing the tax base of downtown and the city overall. William Pollard said this, "It's the responsibility of leadership to provide opportunity, and the responsibility of individuals to contribute". Private developers have presented an opportunity to Shreveport. The Administration has risen to the occasion of leadership by bringing the opportunity forward to the Council. Now it's up to you the Council and to the rest of us to contribute and seize the moment. And I hope that you will take the opportunity to do so. Thank you.

*Mr. Frank Williams: (4740 N. Market)* Mr. Chairman and Members of the Council, Honorable Mayor, it's very good to be here. I'm feeling very excited about this particular project. I would be extremely (inaudible), but I would like to share with you one of the things that happened. 3 1/2 years ago, when I embarked on this job, I tried to move forward as it relates to the 2010 plan. And one of the things I saw was the possibility of housing in downtown and also retail in terms of revitalization. So I embarked upon the task of trying to contact places like Starbucks, Brookshires, WalMart and Walgreen's. And I think Pam is still in the audience, she can recall the meeting that we had with Brookshires when we talked about bringing them downtown. And I'm here to just say one thing. The individual said something to me that was very, very important and I'm very proud to stand before you today, because I think that you're

on your way to make it happen. He said Mr. Williams, I know what you're saying, but until you can get live bodies in downtown, we will not be able to move and make the formula work. I think with this great project Mr. Mayor, and Members of the Council that you are about to embark upon, you are on your way to making this truly a great city and a downtown that everybody will be appreciative of. So, I just applaud you as I leave on my way out, I could not think of a more ceremonious opportunity than saying good luck, and I hope that this is a project that will mean a lot of things for this particular downtown Shreveport.

Mayor Glover: Mr. Chairman before you move on, if you will give me just a moment (inaudible). I just wanted to take a moment to say on behalf of the Administration, the citizens of the City of Shreveport. I wanted to say thank you to Frank Williams for his service as Executive Director of the Downtown Development Authority. As most of you may know that Frank has decided to retire. His last day officially is the 31<sup>st</sup> of this month. But I don't think that the 1<sup>st</sup> of September, we'll find Frank sitting down. We know that he has quite a few other irons in the fire. Fire I was just wanting to take a moment to express on behalf of the Administration, the citizens of this city, a thank you for your great service to the Downtown Development Authority, the dedication, the vision that you have put forth as much is much appreciated. I was about to say that the I don't think that the 1<sup>st</sup> of September will find you sitting your easy chair because we know that you're always busy, and we won't have to probably look too far to find him, and I will just go ahead and give it a plug. You can probably find him down at the corner of Youree Drive and Shreveport/Barksdale Highway, at a place called My Spar My Way providing great service for those who are seeking a little bit of leisure. So thank you for your service, thank you for your dedication, thank you for your commitment.

Councilman Walford: Mr. Mayor, he will be back. He will be recognized.

Councilman Shyne: Mr. Mayor, I would ask you maybe at a later Council Meeting, if you can invite Frank back and give him one of your plaques and one of your pins.

Mayor Glover: Well, the trusty chairman has already assured us that that's going to be the case. He shall return.

Councilman Walford: Mr. Cherry, before you start, we got a packet from you about the Pendleton. If your discussion is about the Pendleton, right now we're dealing with the Millennium, and the particular 6.7 acres.

Mr. Cherry: I'm familiar with that and the Clerk had informed me that and I told her that even on my sign in sheet that I'm speaking on the Millennium.

Councilman Walford: Okay that was my question.

*Mr. Khaalis Cherry: (3007 Boone Street)* And to the Council and to the Mayor, I would like to thank you for allowing me this opportunity to speak affirmatively for the Millennium project. A little bit about myself. I have a degree in theatre, I have done stand up comedy for about 10 years. I had frequented the Ledbetter Heights area and I kinda meet with you with mixed emotions like some of the other speakers have said. I'm down for and I'm positive for the Millennium project. Some issues that come up with me is like I get a chance to lets say perform. I've been in movies before like *Steel Magnolias*, you have to be on the set at 5:00, so you have to drive from Shreveport. I've been in movies like *The Man Who Broke A Thousand Chains* and again, it's a lot of traveling and commuting. So when you get a city led by people like Cedric and the rest of you, getting projects like this into the inner city, this is all good. At the end of the day, however, and this is where the mixed emotions come in, as all we're talking about, lets' say redeveloping downtown or urban development, it's probably not a single person that's living in that community as I speak, that's going to be a part of what you're doing, and that's one of the

issues that I would like for you to consider to try to recycle some of the people that are actually there to be a part of your dream and your vision. And so I conclude by saying thank you for allowing me this opportunity, and as far as the mix up about the Pendleton situation, I've been dealing with that for years, and I will revisit it.

Councilman Shyne: Just before you go to your seat, and I appreciate you saying that. And I know the Mayor appreciates you saying that, because there are a lot of people generally in areas when we go in and we do urban development or we do development, those local people a lot of times, don't get a chance to enjoy the fruit. I see Mr. Davis sitting out there, and I think about the Convention Center, the millions of dollars that we spent building that Convention Center, and I don't think Mr. Davis made a dollar in that. And I think he's just as good a cement finisher as any of those we brought over here from Mississippi or some of those we got from across the border. And I'm saying that to say this. I wish probably you would help us to talk to some of those people in that area and see if we couldn't recycle them. But you know in order for people to benefit from certain things, they have to have certain skills. They have to have a skill set. You just can't - - - because somebody lives in an area, you just can't take them and just give them something for nothing.

Mr. Cherry: Yeah, I'm familiar with the process.

Councilman Shyne: If you could work with some of those people and maybe - - - I'll just use myself for an example, if you could bring me the names of some of those people who would have a skill set who could do some of the kinds of work that needs to be done, I'll get with the Mayor, and he knows I'll chew on him and chew on him, and chew on him and he'll chew on somebody else until we get those people involved. But now we just can't get 'em involved if they don't have that burning desire here to want to - - - and I won't use the word, to re-tool or to do whatever is necessary for them to develop that skill set in order to do some of those jobs.

Mr. Cherry: As a subtext to what you're saying, I even welcome T.J. to be a part of that process, because he like myself is very familiar with the people on a first name basis. Secondly, I offer myself a sacrificial lamb less than a month ago, I graduated from Heavy Equipment Operator School. And I may be a part of the construction aspect of it.

Councilman Shyne: Well, let us know that, and the Mayor is hearing that, and you know I don't want to volunteer T.J., cause T.J. and I are kinda at the same age, and you have to be careful how you volunteer others. But we appreciate that, because I want to make sure. That's not really my district, and I don't want to speak too loud, and the Councilman over here - - -

Mr. Cherry: As a courtesy and protocol, I will communicate with Monty and then he can forward the email to you.

Councilman Shyne: Because I am concerned about a lot of those people that live in that area, because a lot of them look like me. And it's a poor dog that won't wag its own tail. So, I'm volunteering to work with you to make sure that we can identify those who have some of the skills and identify those that want to learn some of the skills. Because I think that would be an excellent idea if the Mayor and the Council could say at the end of the day, we took care of X number of local people. We got them involved. Their life has improved. Their bottom line has improved because of this project coming in here. So, I appreciate that and I agree with that because with the Convention Center, I don't think Mr. Davis can say that his bottom line was improved any.

Mr. Cherry: Well alright, thanks for that. I appreciate that.

Councilman Shyne: Of course Larry English might say maybe his bottom line was improved a little bit earlier. But I want to work with you on that.

Mr. Cherry: Alright, I will be in touch.

*Mr. Ken Kreft: (157 Archer)* On ordinance No. 121. Actually this one may affect more people than the Millennium project because it's a situation in which the city in partnership with the state has a really good opportunity to do something about adjudicated property. Mr. Holt spoke at our Highland rental group last month on the 16<sup>th</sup>, and this email I gave y'all dated that day. Most of y'all got it then and I handed out copies before the meeting. Just want to highlight some of it for the other people who don't have it. The first goal for the city should be reduce putting properties into the adjudicated status in the first place. They are properties that nobody wants to pay taxes for. There's four groups involved. The general tax paying public, the great majority of us. Those who live in the area and next door that are affected negatively by the bad property. There are citizens who want to buy and live there, and there are investors who want to buy it to fix it up or maybe rent it. The point is the goals of the first two groups are met, if you can satisfy the goals of the third or the fourth group. Efforts should be made to get these groups together. The goals of the interest groups have to be balanced with the rights of the owner. There's two types of owners. The one who lives there, homestead exemption, and the mixed use (vacant houses, houses occupied tied up in estates, not probated, etc.) Nobody wants to kick somebody out because of a short term problem. The policy and the legislature and the city should consider what other states do. For example, Texas does a three year redemption on homestead exempt property, but only six months for all other properties. Louisiana might consider that. In Arkansas, you buy a property at tax sale, you don't have to pay the back taxes. All you have to do is pay a percentage of the appraised value. Make it more user friendly, retain the legal requirements to notify owners. Have the data base updated on a real time basis, so when a tax sale goes through, anybody can access it. In Councilman Webb's district, two-thirds of the properties don't even have a street address. Whose going to want to buy something if you don't know where it is. We really should make the data base available by zip code, street address, Council District, and assessed value. Coordinate the city and parish tax sales together. They're held at separate times. Change the fee structure for allowing people to bid on the properties. Instead of a flat fee, a percentage of the sales price should be instituted. Change the sale format. Make it available for first time home buyers first. Then after these people have had a shot, let homeowners, investors, and others look at it. Finally, once it's been adjudicated, you know if other steps can be instituted to get the City out of this business. It reminds me of a stanza by Longfellow from the "A Psalm of Life". Lives of great men offer (inaudible) it's the one about pursuing the footsteps of time. This ordinance must be approved and I want to thank y'all for approving it later. I might leave. I might be leaving at 7:30. Thank you.

*Ms. Casey Davis: (6128 Willard)* I am here on the adjudicated properties. I am representing the Armstrong, Baylor and Davis families. We have lived in this community for over 150 years. We love this community. For years, my husband told me about how wonderful Cedar Grove was. I moved here two months ago to a home on Willard and 62<sup>nd</sup>. I had a drug dealer across the street, this morning thankfully, they've busted someone for their theft and took over \$2,000 of stolen property out of their home. I still have not had my dogs returned, and I still have broken windows from when they tried to break into my house since I got there. Despite that, I chose to live in Shreveport, and I chose to work at the City jail, because I really believe in the City of Shreveport. Every home on my block on Willard and Henderson except for three, two of which are owned by my family are adjudicated properties. We would love to take care of those properties, and we would love to buy them, but at this point, it's so much money for our family to invest in that many properties, to clean up our neighborhood, that I took

on a second job at Target. Some of the other property that we are talking about on 85<sup>th</sup> Street, and all the other crime places, we want to clean those places up. We want to build fences so that our kids can play outside and they can feel safe. I'm a new resident to Shreveport and I'm a new voter to Shreveport, and I'm grateful you're letting me speak, but I really hope this resolution passes, so that our family can buy up some of the land so that we can start to take care of our neighborhoods, and so that our crime rate will go down. So that we can start to have the kind of neighborhood that my husband talked about and see the school teacher that teaches your child, and see the old lady next door who makes sure that your child isn't getting in trouble. My son is also with me, Victor Davis, Jr., and we have both put bids on homes in this area already. I have spent hours researching adjudicated properties on the internet before I moved here, and hours up in that office, trying to figure out how I can invest in Cedar Grove. This proposition would help my neighborhood so much, not just in our crime rates, but in the heritage that our family has built in this neighborhood. Thank you for taking the time to listen to me.

Councilman Shyne: Just before you leave, state your name again?

Ms. Davis: My name is Mrs. Casey Davis.

Councilman Shyne: Mrs. Davis, I do think that this piece of legislation will pass, and I believe Mr. Mayor, I see Ms. Bonnie Moore in the back. I believe we have some other pieces of legislation that's in place that will help you, because this is what this is all about. We need more people like you. I know Bryan would have a fit, but if I could, I'd move you over to my District. You know - - -

Ms. Davis: (Inaudible)

Councilman Shyne: I'd move you, you know Michael's got a lot of folks over there, but I'd move you over in my district. Because we need more people like you who are concerned about cleaning up and investing in the areas around them. And if you do an excellent job, if you would develop those properties, I would get with the Mayor and we would give you one of his plaques and a pin, and Mr. Mayor, I'll pledge myself to buy some ice cream. Because this is what we need. In our city, we have too many pieces of adjudicated property, and we need more people like you.

*Ms. Kay Miller: (712 Milam, Suite 201)* Thank you for the opportunity to come speak. I'm addressing - - - it is a zoning appeal that's coming up for final passage today, No. C-33-07, and I represent the owner and developer of St. Vincent Villa I and II Partnership. And I just wanted to be here today and answer any questions if the Council has any.

*Ms. Sue Garner: (8820 Chadwick Drive)* I'm here as President of New Castle North Neighborhood Association. I feel that the association's responsibility is to protect the value of our property by supporting all the efforts to oppose a cheaper development from devaluing property values. What's in a name? Not sure who said that, but to name a new residential subdivision, New Castle Subdivision and develop and sell smaller inferior homes compared to the standard ones, size, lots and housing in the old subdivision just isn't right. This developer wants to live in both worlds, and it seems that the City is going to let it happen. They want to develop new housing to meet the demands for smaller lots and houses, but they want to identify the project with the one next door with an established good name. Most lots in this subdivision will be smaller than standard sizes in New Castle, with some houses even being as small as 1200 square feet on approximately 9,000 square foot lots. The average house on New Castle Drive is over 2,000 square feet on an 18,000 square foot lot. The developer is going to continue to build cheaper streets without much sub-base material like crush stones and as little concrete as possible. This is a profit making situation for him. These streets will be narrower than the

existing ones in New Castle, and the maintenance will be the responsibility of the homeowner. Usually with large (inaudible) assessments to the existing homeowners. When the problems begin to happen, the builder will be long gone. Eventually the City will have to take over the street maintenance. As far as the major traffic being added to New Castle's drive approximately 200 cars a day this will be a dangerous situation. In speaking with Keith Kendall with the State Highway Department, he says we may eventually get a (inaudible), but there is not crystal ball to say exactly when this is going to happen. There's already been three major accidents with deaths involving at this intersection over the past five years. What's going to happen when we add hundreds of cars a day using this intersection. Southern Home Builders has already proven that they're not a good neighbor. They recently installed seven signs (I might add) without any City permits, advertising their new development. Four signs are on New Castle Drive, with signs pointing to the homes of existing homeowners, advertising a model home. A great idea. People are stopping by, knocking on the doors of the current homeowners. All hours of the day and night, looking for a model home. In fact the slab has not even been poured for the model home. Wouldn't you think a building contractor would know that permits are required for street signs. We called and requested that these signs be removed. As of today, they're still there. You the people of City Council may view this as an obstruction of progress, but we assure you, if this were your neighborhood, you would do something to try and protect your property values. According to information received from other cities our size and larger cities, this would definitely devalue our property, probably within the next two years. I would like to submit a petition with over 200 property owners in opposition to this development. Members of the City Council, this is one of the largest investments, my home, that my husband and I have made. And it is that way for most of the people in my neighborhood. Please don't cost us our money, it's too hard to come by these days. Please vote against this development. Thank you for your time.

*Mr. Darrin Dixon: (8852 Cromwell Drive)* I too am here to speak in opposition to the development in New Castle. Coming from a very different perspective, I'm for affordable housing, I'm for everyone realizing their dream of homeownership. So my opposition is not against people, but my opposition is in favor of investment. Like Ms. Garner stated that the home we purchased is one of the biggest investments that we've made, so our concern is more of along the lines of investment concerns. There are several other neighborhoods in my opinion around this city that could use the aesthetic uplift that a new development could bring. Several in which the addition of homes could bring a lot of value to their community. But to do it in our area where the houses are going to be substantially smaller and the value is going to be substantially lower, it would disservice to the citizens. I'm not against people making progress. In my job, I assist folks to realize their dream of business ownership, and realize their dream of making money. So, I'm not against that, but I certainly hope that the members of this Council won't choose big business over the citizens. The number of citizens, 200 as a matter of fact who are against that. I appeal to you that you reconsider this issue to our Councilman Webb and other members of the Council and just look at the opinions of the 200 citizens that are against this.

Councilman Shyne: When you say 200 citizens, do you mean 200 head of families, and let say if you would add maybe two or three members of the family to that, then you could look at a larger number, or is that just - - -?

Mr. Dixon: 200 homeowners, and you add those numbers - - -

Councilman Shyne: So you could actually look at more than 200, is that what you're saying?

Mr. Dixon: And all registered voters I might add.

Councilman Shyne: You got my attention Darin.

*Mr. Brian Pasquier: (9042 New Castle Dr)* Mr. Chairman, Mr. Mayor, Members of the City Council, I do appreciate the opportunity to speak in front of you this evening. I too obviously live at New Castle. I too am concerned about this particular development in our neighborhood. I'm one of the ones who actually moved back to Louisiana for obvious reasons. My family has been in Shreveport for almost 100 years, and me leaving to go to school in Texas and to seek employment in Texas to eventually move back to Shreveport, I did it for a reason. I did it because I wanted to move back close to my family. I've always loved being in Shreveport, and we chose to build our first home in New Castle. We've been there for a little over a year and a half only to have this situation come up to where our property could potentially be devalued because of this issue with Southern Home Builders. My daughter currently cannot play close to the end of the yard out by the street because of the traffic that already goes through New Castle Street, cutting through either Flournoy Lucas or to Bert Kouns. It's a problem already, and if you're going to add some 200 homes with arguably at least one vehicle, possibly two per home, you're going to have a problem with traffic going down New Castle Street period. You will have more accidents, you will have more deaths unfortunately. There's not some sort of solution to this potential problem or to stop this problem before it even starts. I don't know what else to say. I'm thoroughly aggravated, I'm thoroughly aggravated with this whole process. 200 people have signed a petition saying they do not want this. Your constituents have told you, they do not want this.

*Mr. Billy Wayne: (6144 Farrington Ct)* I am the President of the Fairway Forest Neighborhood Association which is a community adjacent to the properties in question. I'm also the President of the West Shreveport Alliance which is an alliance of 11 neighborhood associations in that area. In the past several months, we have been before the MPC. We've been before the Parish Commission, and now we come before the Council because of properties that have been purchased in west Shreveport area, and southwest Shreveport area. And we're taking these properties and doing development in the name of progress. Progress by its mere definition has to have a component of either meeting the standards or increasing the standards of the properties that we're talking about, and for this reason we cannot see anything that's coming to our area or to our communities that will not meet the standards of what we already have, and go above and beyond the standards. We come before you today asking you, please don't do us any favors if this is progress. Because we have problems enough. Thank you.

Councilman Shyne: Just a minute (inaudible). Any questions? You have any idea how many registered voters you might have there?

Mr. Wayne: I might have where? Can I take the liberty and just say thank you Mr. Mayor? Mr. Mayor paid me a compliment. He said I was a good teacher. He's one of the best students I've ever taught. I taught Councilman Wooley for about a week. Councilman Lester was there at Magnet. I taught Ms. Haygood. So, I don't want to tell my age, but I do appreciate the (inaudible) that I had a part in your political growth. Thank you so much.

Mayor Glover: We may have to send some of the back to you Mr. Wayne.

Councilman Shyne: But before you leave, what happened to Councilman Wooley over there? Did he opt to get out of your class?

Mr. Wayne: Councilman he brought this up, I didn't. I told Councilman Wooley if he'd only stayed in my class for one week and look at what he has attained at such an early age, had he stayed the entire year, he'd probably be President now.

Councilman Shyne: Mr. Wooley, that's pretty good isn't it?

Councilman Wooley: Thank you Mr. Wayne.

*Ms. Rosemary Strickland: (9155 Simmons Blvd)* In regard to 9171 Sierra Lane is what I'm here for. I am very much against and my neighbors are against the mini warehouse storage buildings to be build behind our property mainly for the drainage problem for having buildings behind our home to decrease the value of our home. We don't need that. We've had drainage problems ever since the Delaneys have built the Military Processing Center. We've come before you, this is my third time, along with the Metropolitan Planning Commission, I've been there. We have all written letters to you all, we have paid a lot of money for drainage in our back yards. Mr. Webb has been to my home, he has seen it, and through the years of not having the drainage problem before the Processing building was built by them, it is now worse and it has gotten worse every year. It has built up to about four inches higher than our property. It has rotted every wood fence behind our property, termites are all over it, we have problems with water in our homes. I have replaced the carpet in my home. I have replaced the carpet twice in my den, and I have replaced the facings on my back screened in porch twice. I just put a \$2500 drain in my back yard and it is still not safe enough to say that water won't get in my house because it did the last time it rained. And it wasn't that big of a rain, but it's pouring down from the back of their property. And if you put this mini warehouse back there, it's just going to be worse on all of our property. And my neighbors are - - - I have two of them here today, and all of you have gotten letters from each and every neighbor on that side of the street. We appreciate you voting against this for us. Thank you for your time.

Councilman Shyne: I'm sorry, did you say a mini greenhouse?

*Ms. Strickland:* Mini warehouse. He wants to put mini warehouse and a motor home storage building behind our home.

*Mr. Rick Boswell: (1001 E. 70<sup>th</sup> Street)* I'm here today to discuss a situation involving a location on E.70<sup>th</sup> that has been approved for used car dealership. And it was only after it was approved that the businesses and residents in that area were even made aware of it. And it was through a petition that was brought through our area that I became aware of this situation. Now I'm in the insurance business at the intersection of E. 70<sup>th</sup> and Creswell. This his a business that would be located approximately one block west of that intersection of Creswell and E. 70<sup>th</sup>. And I've been here at this location for 20 years, and historically the businesses in this area have been light retail, and/or office buildings/offices. And as a business owner and a property owner, I would ask y'all to kindly reconsider the decision that the MPC made allowing a used car lot to occupy this particular location. I don't have any statistics to show that my property values will go down. I don't have any statistics to say that the traffic flow will increase or decrease one way or the other. However, in my heart and my gut feeling is that having a used car dealership in an area that historically offices or light retail, would not necessarily help the property values of our existing offices. Because of that, I would you all to favorably mine and the other persons who were speaking against the zoning, and I appreciate your time. Thank you very much.

*Mr. Charles Laster: (920 E. 70<sup>th</sup>)* I'm at 920 70<sup>th</sup> Street. We right across from the property that we were just talking about. It's C-62-07 on Mac Arthur and 70<sup>th</sup> Street. I'm the owner of the Reading Center and also the property owner. Been there 27 years, and I too am against putting a used car lot right across the street from me. This would be against the City zoning, and I see no reason to change the zoning from what it is currently. We are light retail, and office type businesses in that area, and I would hope that the City Council would overturn this ruling.

Councilman Lester: Quick question. Thank you. Mr. Laster, the building that is being proposed for a car lot, didn't it used to be a gasoline service station back in the day?

Mr. Laster: At some point in time. Not since I've been there.

Councilman Lester: Okay, because I mean I grew up in that neighborhood, and I remember it being a gas station.

Mr. Laster: Yes, it looks like a gas station, if you stand off and look at it, but it hasn't been a gas station in 27 years. Now prior to that I can't answer.

Councilman Lester: And in there across the street from there, there's a I guess if were standing at your property, if you would come out to the left, there is another place that used to be a gas station, but I think they sell crawfish and do bail bonds or something like that, isn't it?

Mr. Laster: No there is one that's more right across the street that sells crawfish. There's one done the street that looks more like an old gas station, but I'm not sure what's in that building right now. It's been several things.

Councilman Lester: I just ask that question because I mean the question became light retail, but I think historically I know those two places were not retail, they were gas station, which I think is a heavier use than light retail.

Mr. Laster: The last business that was in the property that we're talking about, that's now going to be a used car lot was a costume shop, was light retail.

Councilman Lester: Right. I'm aware.

Mr. Laster: Across the street if you're at my business looking across the street at what would be right across the street from the car lot, is a light retail strip.

Councilman Lester: Right. Golf shop and - - -

Mr. Laster: There are several things in there, a veterinarian, different things.

Councilman Shyne: I want to get the name straight. Is it Mr. Lester or - - -

Mr. Laster: Laster, L A S T E R.

Councilman Shyne: Oh, I was wondering if you all were related.

Councilman Lester: Who knows?

Councilman Wooley: Mr. Laster, are there any other people outside you and Mr. Boswell who oppose?

Mr. Laster: Yes. We had submitted an appeal letter with several businesses listed on here. I think you all have copies of that.

*Ms. Carla Brown: (830 Wright Street)* We are asking for you to vote against the zoning change in our area. Based on the information that I received from the Metropolitan Planning Commission, a zoning change would result in a potential for a variety of business to come in to the area other than a car lot. After examining this information, we feel that it would not be in the best interest for us there. It would be in our best interest as for as the zoning change in our area. Some of our concerns are an increase in traffic in that area, which is a safety issue for our children, and a potential for an increase in crime, which is always a factor in that area. My family is really blessed by God. My grandfather built his home on Wright Street, and it is still there today in 1947. My mother owns two homes on Wright Street, she resides in one, and my husband and myself recently built a brand new home on Wright Street. We're rooted in that area, we really like that area. And Councilman Lester, you were asking about the gas station, and what used to be. That's the point. Things used to be a certain way, but they're changing for the better, and I feel that to change the zoning and go back to a car lot, I just think that it wouldn't be a good move for that area, and Councilman Wooley asked about - - - I would love to talk to him about other changes that need to be made. This is not something that's new before I

married and moved away with my husband. I was always trying to get things done in that area. We didn't have street lights before we got together and signed petitions. So the area has the potential to be better, and I wish you would just consider my request. Thank you for listening.

*Randy Rossi: (2641 Kelliwood Cr)* And I thank you Council Members, Mr. Mayor and Mr. Dark for allowing us the chance to talk about this business that I obviously would like to open up. Our goal today is simple. We seek a yes vote for our application. Let me put some of this into perspective for you. My brother and I were born and raised in Shreveport, LA. Our mother still lives on Patton Street in Broadmoor after 41 years. And after going to college and getting on the corporate track, I moved back to Shreveport two years ago from Boston, MASS, and have decided to make Shreveport my home. I moved my wife here, my children here, my capital here, and I'm back here to stay. My brother, Tony who is also going to be in the business as the operator moved here eight months ago from St. Francisville expressly for the purpose of running this business. He too has moved his wife here, his children here, and his capital here to run this business. We have made a commitment to Shreveport, and I hope to demonstrate that to you. This business is not just a whim. This business is well thought out. We have a very detailed business plan that we spent seven months putting together. We have a lot of data. Macro data on the auto industry, specifically on the used car industry that we used, which is very, very informative in terms of sales, ASPs, cycles to cars and used car businesses, and there is not a better time to enter the used car business than right now. We also from the perspective of his building a business plan, I'd like to point out that the business plan is centered on three key principles. The point is that the business is very specific in the way it is designed. We have a price point between \$3500 and \$15,000. We do not want certain cars that in someone's mind's eye that a used car lot may have, that would be an ugly duckling if you will, but we want something affordable, and we will have something in a very nice range, but not too high to where we would compete with the automobile dealers, which in fact will be one of our sources of vehicles. Second is our location which is very key. We'd want medium to high traffic areas with the least amount of peer competition. We did a lot of homework around that. And third, we'd be a fully integrated operation. We will have sales, we will be financing indirect, not in house, and we will provide full warranty service so we would be a turn key operation, which will enhance our close rate and enhance the profitability of the business. Second, these are just to show you some of the vehicles. These are two vehicles. The top one is a \$4500 vehicle, the second is a \$12,000 that speaks to the range, and the quality and the type of vehicles that we plan on putting on that lot. These are in our inventory now, and just to give you a reference point of what we would plan to market in the area. The third piece again is that our site was very conscious. We've looked at and went through all of the scan data available, and that shows you the number of current operations in those areas in Shreveport and Bossier. And you can see there is high density. The site was specific, and we went in an area that we thought would be most opportune for us, and the last part is really competitive advantage, location, and curb appeal was the No. 1 bullet point in our mind's eye when we were building this business. We also went through traffic counts in all 15 areas, and we also have data as to the total used car sales in the market. Our business plan calls for less than 2% market share grab, which we think is very feasible. So, we were in a go position for the business. As you all know we received unanimous approval from the MPC on July 3<sup>rd</sup>, seven to nothing for our application. We are not requesting a zoning change, I want to make sure that we're clear with that. The business currently is zoned B-2. We have just painted (inaudible) and requested approval. We are not request a zoning change, which I think is a very good key, and I would like to call that out. This is Mr. Laster's

petition, which he had people sign in the area. And you can see right in the middle of that body, I know it doesn't produce well, but that line I've highlighted and underlined says that he has indicated to people that the business is going to be rezoned to a B-3, and that is not correct. And I don't want to say that the integrity of the petition is flawed. I believe in Mr. Laster's intent, but I don't know what those people were actually told or what they felt might happen. We're not asking for a rezoning. Because I do agree with Ms. Brown, that does open up a lot of latitude, that is not our intent. Because if you have (inaudible). I will also say we chose the toughest customer on this list. Ms. Jackson was Susie's monogramming. That is the busiest business in our general vicinity. I went and talked with her. She initially met with Mr. Laster, she signed it because of the connotation of a car lot with barbed wire fences and flat tires and people doing work. But since she's seen significant improvements and enhancements to the property, she very much is pleased with what we have done. We had a great conversation. She is not here to stand and speak today. She said she was not coming, and she really looked forward to us being in her area. I will address a few comments real quick in Mr. Laster's letter. He certainly had the right to an appeal, everyone does. I appreciate what he put in here. We were deeply concerned with some of the things that have been referenced in, but I would like to speak to those. First he talks about that we don't need in keeping with businesses in the immediate area. How do you define immediate area? Is that 1,000 yards, a quarter of a mile, five miles? But there are going concerns in the area. Used car lots, four blocks to the left and one coming four blocks to the right. So, there are already businesses like ours in the area that are in there today. Also you will notice in his third paragraph, he said that there is a location that is for rent, and this is the location he references. Further up W. 70<sup>th</sup>, I'm sorry again, that does not reproduce well. That businesses has a fence all the way in front of it, which is not part of our site selection. We did not want anything with a fence, we wanted an open front. It had to be paved, which it is, but we also were looking for property for rent or lease. That was part of our financial model in the business plan. That property is not as for sale. So, it was disqualified, so that property is not available. Further Mr. Laster talks about the improvements in the investments in their businesses, and questions ours. This was the business as it existed as Wolf and Dillard, the costume business. It's a little grainy. This fence over here was not filled in. This is a security fence on Mac Arthur Drive. That's an open gap. There are no security lights on the business. They have storm doors. This is a fence that was knocked down. There is trash all behind it. That was the condition of the business when it was a (inaudible) concern at Wolf and Dillard. This is the business as it looks today. There security fence has been secured here. There are six security lights on the building. I have another picture which enhanced the front of it. We have painted the top of it. We have trimmed all the bushes, and we have fixed the lights on the outside of the business. This shows you a little better the security lights on the corner. There's two here, one here, two in the back of the building and one on the west side of the building. And then the other part of the appeal was that the property value and/or the business value may be affected by a business like ours. We commissioned and had written a study by Graham and Adcock. Marshall Graham, whom a lot of you know, and this study will tell you, and I'm happy to make it a part of the record are two precedents in which the site used car business themselves against other business dissimilar to car sales, and this will go on to tell you that an analysis of the land sales prior to the opening of a used car lot, the properties range from half acre to acre sizes, range from \$5.49 a square foot to \$6.65 in comparison of the land sales which occurred after the opening of a used car sales lot. There was an acre and a half that would sell at \$6.27 which is actually at the high end of the range, which would prove that the value is not diminished at all by

a used car business. And there is another example at the bottom of this, which was an old sonic which is now a used car business in Bossier, and the development around that area continues to be enhanced and go forward, but the used car business did not diminish it. I will also close with the fact that this is the business, the crawfish business that Councilman Lester spoke to. It is not an inside business, it is not a retail business, the product is cooked on the outside of the business and people walk in and you are correct Councilman Lester, the building to the west of that is a former gas station, which is a bail bonds business today, which also does not conform to the businesses as Mr. Laster and Mr. Boswell have spoken to. I will close and say that I have met with Councilman Wooley, and I certainly respect his opinion, and I respect what his intent is to do, in his district. He does not approve of our application, and again I do respect that, but obviously don't agree with it. And I know that he has a petition which has got 15, say 14 signatures on it, which I showed you. We equally have a petition with 14 signatures on it of business owners in the same vicinity as Mr. Lasters, who are in support of our business, and of five residents in the same area as Ms. Brown who are in support of our business. And each of them will tell you they are very pleased with the enhancements and the improvements that we've made to that business, and they look forward to our business and any contribution we can make in that area. Further, I understand that his ideal is to enhance Shreveport in his district from a conformity and uniformity of architectural design in like business. But that is his ideal. The zoning process, the licensure process, the legal process, negating process, and the rules of engagement which we all have to go forward by. And we have met all of those requirements in which all of the City employees force business applicants to go through. If we meet those requirements, that's what the city puts forth in terms of our burden to have that business. So, while I appreciate the fact that he would like to have a better area, there are already used car businesses four blocks left, and one will be five blocks to the right. There is already a lot of diversity in this area in the businesses that are around there, and either way you go down Line Ave in the same district, and so I will respectfully say I just do not agree with that. And that I do think it's a slipper slope when you say that District D is open for business, but only when it meets a subject set of criteria that the Councilman has which is (inaudible) from the rules of engagement that we have. I don't think business people know how to behave that way. I don't think that people would come forward and waste their money and time trying to come into that area, and the city tax dollar spent by people we went and tied up their time and research if we knew that our business was not going to be allowed and any others that would not be allowed on the ideals of the Councilman again, which I respect. Further, I do think that landlords and landowners such as Mr. Laster also are in a precarious situation because they rely on rental income and lease income. So what that statement says is that you can pay your taxes, you can pay your insurance, you can pay maintenance, and you can do anything you want to your business, but you may not have lease income until the business that I think is right for that area, and then we'll let you go on and do business. So, I thank you for your time, and I appreciate you for giving me the extra time to lay it out for you, and I certainly will take any questions.

*Mr. Keith Marcotte: (11635 Longfellow)* Speaking on behalf of the Rossi brothers, having know them Randy for approximately 41 years, and Tony for his entire life. I was involved in their business plan, and I'm currently a business owner in Mr. Wooley's district as well as a constituent in his district. They do not take their businesses lightly. Randy and Toni moved their families back to grow business in Shreveport and their capital back to do that, as I did the same many years ago. A used car business is a very good business. Having been in the car business for 28 years, I feel that that area is a perfect prime spot for the business they speak.

They went through the proper channels with the MPC. Got a 7-0 vote in favor of. Followed all the rules of engagement, and now they're being told that there is an appeal process which came at a late notice hour. They made capital contributions already to this business, and there are presently used car businesses operating in this general area, have been for years. There is a new car dealership opening up the street on 70<sup>th</sup> street now. I would just like the Council to consider what the MPC has already been in favor of, and know that businesses need to continue to expand. We need to bring more businesses to this area, and we do not vote no. We need to vote yes on the matter of business. Thank you.

*Mr. Tony Rossi: (384 Ockley)* I will be very short, my brother did all the talking for us. I am here before you today of course for your approval to our unanimous decision from the MPC. I feel that we are going to operate a first class operation. I have been in the car business for the past 15 years. I recently moved back to Shreveport to start a business. I've been in Shreveport for the last eight months. We've been going through the process in starting a business, getting our financing, getting everything together that we need to do. Site plans, and all the studies. I consider myself a person who actually sits down and studies something before we actually get into it. I believe that we had everything correctly done. I feel that coming back to Shreveport was a positive thing. I'm here to stay. I've bought property. My children are in school here. I can listen to these people talk today that are opposed to us, and they make valid points, but if you really take what's out there, what the city ask of you and what you have to do to be licensed and to get approvals, I think we have gone through all of those, and done everything that we need to do to be in business today. I did walk around today. I went up and down Mac Arthur Drive which is a straight adjacent to us, the people that were home, all were in favor of and signed our petition. They were very excited about the way that we have cleaned up the property, and as Mr. Shyne stated that Shreveport needs more people to come in and clean up Shreveport. Well, I think we've done it. We've secured the fencing, we've made it very secure at night with the lighting. I just seek your approval today, and I thank you for your time.

Councilman Webb: Question. I don't know if you were the one I talked to on the phone, I talked to one of you, and I was asking you about if you were purchasing the property or leasing the property.

Mr. Rossi: Leasing.

Councilman Webb: And you have no intention of having - - - and you won't be able to service the vehicle there?

Mr. Rossi: No sir, and that is the zoning difference between a B-2, which we are a B-2 business. B-2 District, we are not changing the zoning whatsoever. You can operate a used car business and a B-2 zone with the approval of the MPC (which we have). B-3 zoning is to do service work for extended hours, to do repairs and that kind of stuff on site. Which we have no intention of doing whatsoever.

Councilman Webb: The property wasn't zoned for what you're asking for. It's rezoned for what you're wanting to do?

Mr. Rossi: No.

Councilman Webb: It's not rezoned.

Mr. Rossi: No sir, we did not go for a rezoning. We just went for a B-2 approval to sell used cars in a B-2 zone. No rezone.

Councilman Walford: If I could clarify and we can get Charles and we can debate this. But it was just an MPC approval for that. Thank you sir.

*Mr. Richard Manning: (5225 S. Lakeshore)* I lived here all my life and never spoken before the Council before, I just never felt the need to. I do appreciate this opportunity to address my concern. This is not about the applicants for the exception that I'm arguing against. I have nothing against these people. As far as I know, they are very good people. But an ordinance is for the good of all citizens, not just a few. And my big complaint with the property values if they allow livestock in the city, two horses would be affected. She wrote me a nice letter stating that her property had been appraised extremely high. Well, that's fine and hers probably will stay high as long as she is living in it, cause when she sells it, the livestock will be gone. So, it will not affect her (inaudible) Once somebody near them wants to in the neighborhood. It certainly would affect that. It's understandable too that odors are created by the excrement and the urine of the livestock. This can make it almost impossible to sit out in the back yard or cook out or plan get together because of the odor. This isn't always the case, but it can be, and if it's not going our way, it's going three other directions. So, it needs to be considered before any kind of exception is made. But it does limit my rights as a taxpayer to enjoy my backyard. This isn't the animals fault. They're doing what comes natural and so are the flies and everything else that comes along with it. It needs to be seriously considered. Then you have the drainage problem because nobody's property is drain free from draining somewhere else. (Inaudible) not going to accept drainage from other people's property, so then you've got to fight this dampness and odors and things like that. And again, I have nothing against them. I love horses. I love all animals. I've been a taxidermist for 44 years, and I love them all. It's not personal, it is not personal. It's just something to keep the values of the neighborhood up, we need to keep our ordinances in place, and make if any exception very few. And that's all I've got to say. I'll answer any questions you might have.

*Ms. Billie Jones: (5304 S. Lakeshore)* I'd like to thank the Councilmen, the Mayor and all those for giving me an opportunity once again to talk about the horses. Today I'm really here to hear the final decision concerning the horses that are located at 5211 S. Lakeshore Drive. I would like to inform the Council and I'm not the only person in the neighborhood that disagrees with the horses being in the area. A petition signed and presented to each councilmen will prove that there are others in the area that also disagree with the horses being in our neighborhood. In the past, I have submitted many, many objections regarding the horses remaining in the neighborhood. I will not take up your time today to restate the statements that I have made concerning the horses. I presented all statements to the zoning committee, as well as to the councilmen. I also have prepared today copies of protective covenants to present to you and have asked that they be passed out to each one of you. Earlier, I did present these covenants, but to be sure that you do have them, I ask that they be passed out today. According to the protective covenants, C9 and C12, the violations, each of these violations have been overlooked. The horses have been in the area now for one year. They were moved in, in August of last year. They were moved in without proper zoning. They are still there. The covenants that I just quoted to you, C12 and C9 state clearly that once again, violations have been made. I would like to say I appreciate the zoning committee for looking through everything that was presented to them. They made a decision. I would like to give my thanks to Mr. Lester for having us in his office to discuss the issues that are (inaudible). Whatever decision he makes or has made, he had an opportunity to hear each side. And I thank him for giving us the opportunity. And like the others said, I have nothing against the horses, nor the Brazzels. My position is I live directly in front of the Brazzels. The odor, I'd like to - - - I really love my front yard. I like getting out in the mornings and in the afternoons. But with an odor coming straight over to me, it is an

(inaudible) odor. When I purchased the property 25 years ago, I did not know that this was going to occur. If the Brazzels or anyone is allowed to bring these horses into the neighborhood without proper zoning, anyone can do it. If two horses are brought in, three, four, five, six horses can be brought in without zoning. This I am definitely against. Once again, I'd like to thank the Councilmen also for listening. And I hope that decision that you make, you will look into each matter that has been presented to you. The covenants, the others that have spoken, as well as the petitions that have been signed by neighbors living in the area. Thank you very much.

*Mr. James Self: (5217 S. Lakeshore)* Today I address the council to vote with us to uphold the Zoning Boards decision concerning some horses on S. Lakeshore Drive. I thought of getting 25 or 30 of my friends to speak on my behalf, but it's not who has the most friends. I for one will say after meeting the Brazzels, I'm sure they're outstanding people who care for their horses. On the last Council Meeting, Mr. Robert Stewart was one of their spokesmen, which does not live on S. Lakeshore who is the past head of the American Legion. He said not one person has not complained to him about the horses. The reason they had no complaints is after dance, cookouts or friendly visits to bars, they all get to go home and the horse problems stay with the 11 neighbors who signed the petition to deny the horses on the property. The Zoning Board looked into the laws and ordinances that were violated and people spoke against the horses on the property, and for two meetings the Brazzels were denied. The Brazzels were also cited for not getting approval for the fence and horses, the Zoning Board made the best decision for all of Shreveport. Councilman Lester also talked with the City Attorney and was told that covenants were good legally. I asked the Council not to make a decision on feeling sorry for the horses or the Brazzels, who did not get approval from the city from the start, but to look at what has been done wrong inside the city, although the laws were put there to protect all citizens in Shreveport inside the city limits. There is no way, we'd be having this conversation if this was happening in Southern Trace, Long Lake, Spring Lake or any other neighborhood, so why is this happening to us? I ask you to think of all the citizens who live on S. Lakeshore who is against this, and not the citizens who are speaking on behalf of the Brazzels who don't even live on S. Lakeshore. Mrs. Brazzel said at the last meeting that the lot next to me was too small for one pig to even be raised. Let me make it clear, we don't want one pig, chicken, horse or any other farm animal on a property next to us or on the street that we live on. The 14 properties on S. Lakeshore are all in a row starting next door to the Brazzels. Of those 14, nine property owners signed a petition against the horses being there. The City of Shreveport made one of these property owners, the Bakers at 5222 S. S. Lakeshore years ago remove some horses from their property, so is this council going to let another property owner do just the opposite? A precedence has already been established. The Brazzels had one or two of these homeowners on their side, and the rest do not want to get involved. We ask you to do what is right for the majority on S. Lakeshore, and not change the law just for one. As you know, Councilman Lester evaluated the situation and said he also backs his own decision. We hope you do too. Councilmen, I thank you for your time.

*Mr. Hoyt Tompkins: (630 Ratcliff)* I am in the real estate business and I am the person who sold the property to Kathleen and Clint Brazzel. At that time, the property was appraised and they moved in. This is a relatively secluded piece of property located between what was Smith's Cross Lake Inn and the American Legion Club. I am not aware at the time of the sale or now that this property is in a subdivision or has any covenants. These people are not asking for a zoning change. But simply an exception for them to have two horses on this acreage. These

people are very unique, and the fact that they are definitely animals lovers and tend to their property as well as their animals in a workmanship manner. Thank you.

Councilman Shyne: I'm going to make this short. You said that you were not aware of a covenant?

Mr. Tompkins: I'm not aware that this piece of property is in a subdivision nor is held by any covenant.

Councilman Shyne: Did you get a chance to see this?

Mr. Tompkins: No sir, I have not.

Councilman Shyne: And I'm not going to prolong this, I believe we have some information here that says that - - -

Mr. Tompkins: At the time that I sold the property, there were no covenants listed for me to review or no subdivision restriction.

Councilman Shyne: Would you say this is made up? I mean is this made up?

Mr. Tompkins: I can't answer that. I've never seen it.

*Ms. Kathleen Brazzel: (5311 S. Lakeshore)* I am the owner, my husband and I are the owner of the horses. First of all, I'm not going to waste any time with this covenant business. I have talked with the tax assessor about four times. I sent all of you this copy of this. I have a plat that I sent all of you. So either the tax assessor is lying or somebody else is lying. I'm not going to go through that again. So I'm going to move to the next thing. Also anybody knows throughout history and historically, horses do not devalue property. I wish that everybody would quit having imagined fear, and have a real fear. Show me a home that's devalued, or something that's somebody died from ecoli from a horses, so many flies that are flying around my house. A carp has flies. And I live next door to a park, and I have no flies from that park. Horses do not spread rabies. There are raccoon and squirrels that live in our neighborhood, and I've not even gotten bitten by a squirrel. My horses have not bitten anybody. Therefore they cannot spread any diseases. Also to go back to the B-2 and B-1 zoning. On a B-1 zoning, which is on the right side of us, that's the American Legion. On the B-2 zoning, is Smith's Cross Lake Inn. You can actually have a heliport in a B-2 zoning. I'm not asking for a rezoning, I'm asking for an exception for my two horses. I want no more, I want these two. And I'd be willing to put a deed restriction on home which means that when we sell this home, those horses go with us and so does the deed. In other words, they cannot - - - nobody else can have horses but us. Which you all passed the zoning not too long ago for an exception down the street from which Mr. Self mentioned 11 years ago, they were made to leave. Well, within one year (inaudible) expected. And I'm asking for that same exception. I don't want to be prejudiced against and I think that we deserve that right. The same right that Mr. Miller had. Horses are not a nuisance, my horses don't stay up all night and drink outside. They make good neighbors, they don't have late night parties, which I have no problems with the late night party next door. Their children don't roar up and down the street with loud mufflers or motor cycles. They don't bark when their owners are not home. People with horses are taking care of them and their children have time to loiter or do drugs. I'm asking for you to except my horses. There is no fear that goes along with them except for these imagined fears that people seem to have. Horses again, I cannot reiterate that enough, they do not decrease the property value. I pay \$7500 a year to sit up here to be represented by all of you all, and that's a lot of money for my taxes. And I invest that much or more on my horses, to have this voice to do this. And I'm just asking that you allow us to keep 'me. They're vegetarians, they're not going to attack anybody. They haven't got out. And like Ms. Billie said, they have been there for a year. Not one bad thing has happened from my

horses. They don't run a tenth of a mile down to Mr. Self's house or to Mr. Manning's house. And Ms. Billie does not live directly across the street from me. And I would ask that the next time that we have a council meeting, I'd like a Bible set up here, so we can take an oath to what we do. And that's it. Thank you.

*Mr. Charles Greer: (6001 Holly Hock Lane)* I want to thank you Mr. Mayor, Mr. Chairman, and members of this Council for allowing me the time during this session if you will to address you in previous sessions if you will, to present our case on the horses of Chico and Whiskey. Again I won't say much about this case, it has already pretty much been presented to you. I just basically have a few comments. What an awesome responsibility you have as a council in this Chamber, and I applaud you. I have sat through numerous sessions now, and today for the last 2 ½ to 3 hours. And I myself am overwhelmed, and I can imagine how you are overwhelmed in facing people such as I in decisions such as those that you have to face, in such a short length, if you will, that you must make these types of decisions. And I applaud you for that. During the past few sessions of this Council, I have grown to respect each and everyone of you tremendously. I speak this from my heart. The positions you hold, the cases you have presented to you, the decisions you have to make, case by case while governing this great city. Our prayers are with you ever cotton picking single step of the way. As God commands each of us to follow and obey the laws of this great land, we will do just that. No matter the outcome of this case here today, I want to thank you for our efforts, each and everyone of you. We are here to support and follow your lead. And by the way, communities such as Southern Trace do accommodate horses. God bless you, each and everyone of you. Thank you very much.

Councilman Shyne: Mr. Chairman, I hate to do this, but I've just been told that a gentleman that we have here and I need to talk with him, along with the Council Members, and I hate to do this, but I'm going ask the indulgence of the Council to let me suspend the rules and bring him up just for a couple of minutes, and he has a medical problem that he needs to get home to. And I know he's a good friend of all of you all, and I know you all wouldn't mind. So, if it's alright, I'll put that in the form of a motion.

Councilman Lester: I'll second that.

**Motion by Councilman Shyne, seconded by Councilman Lester to suspend the rules to address an issue with Mr. Dick Bremer, Greater Shreveport Chamber of Commerce. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Councilman Shyne: Mr. Bremer I'm not going to keep you long. Time has gone, I had planned to create a situation where you and I could get to be kinda friends and get to know one another, but I don't think we're going to have time today to really get to know one another. And I saw this, and I was really shocked and I just saw this today. Some of the things that I was going to talk to you about, I won't, but I'll get right into. There was a young lady that was working with you all, Rose - - - Mr. Lester, what is her last name?

Councilman Lester: I believe it was White Mr. Chairman.

Councilman Shyne: Okay, Rose White, and I was really kinda hurt and appalled at the situation that you all created to put her in. And I think you all fired her. I don't think you all fired her, you all did. You all fired her. And I believe the contract was given to a big company that was probably worth \$8, or 9, or 10 million. She is a little lady, a little minority contractor. You know the contract that she had with you all was not really big. About \$1800 a month,

which is really not a big contract. But for a person like her, it was a big contract. And from what I've been reading since I've been sitting here, I can't believe. Because to me, you're a gentleman. And gentlemen just don't write what I see here. And I'm saying this and I asked you here because we give you all money. We give you all - - - taxpayers, the citizens of this city help to finance you all's operation. And I don't want to say this is underhanded, because you might not think it was underhanded, this might be normal business practices, but as a Christian to me, that was not a very Christian, the way that you all let that young lady out, or you all terminated her contract, and gave it to somebody who - - - it's not going to help them and it's not going to hurt them. If I got an \$8, or 9, or 10 million business, a little old \$1800 a month contract isn't going to help me or isn't going to hurt me. And Mr. Bremer, I'm just - - - I'm really shocked. I am just really shocked. When we're about trying to reach out and grow minority businesses. We give you all money and you are in a city-owned building. I am just totally shocked. And we say that we are our brother's keeper. And you know Shreveport is supposed to be a Christian place. And you know we have all these people who run around with these Christian values, saying that we love one another. They do this with their mouth, but their actions is something else. I'm just really shocked, and I mentioned it to the Mayor, and I think the other Council Members know about that.

Councilman Webb: I don't know anything it.

Councilman Shyne: Well, everybody knows about it, but Ron Webb. And if he doesn't know about it, I'll inform him after the meeting. Of course the only reason he doesn't, I guess he hadn't been listening very well, because the rumor has been going on for a good little while. But here we are trying to be the next great city of the south. We're trying to grown minority businesses. We're trying to reach out and help people, and then the Chamber would come up and do something like this. What kind of explanation, I mean what kind of justification. And I'm not asking you to keep anybody on who doesn't do a good business.

Mr. Bremer: She wasn't doing a good job for us. My employees are entitled to a secure and a clean workplace. And I mentioned this to two or three people. It is not our intent to hurt this firm, to hurt the owner of this firm. And I would suggest to you that I would be more than happy to sit down with any of you individually, and go into all of the specifics. I don't think we should do it here. Because that would hurt this ladies firm and hurt her. That is not our intention. All I can tell you is that the quality of the work was not there, and we had to make a change. And we had to make a change, and we made the change.

Councilman Shyne: Mr. Bremer, and I'm not going to ask you to go into details here, but I do want you to know that you've hurt this lady, and you've hurt her firm already. And from what - - - did I give that back? When I show this to you, and I know you had no idea that this would have ever gotten out. How it got out, I don't know.

Mr. Bremer: It was stolen.

Councilman Shyne: Well, if it was stolen or mailed out, whatever it was, what you have on here is despicable. I mean it's - - - for a man of your character, a man of your integrity would make a statement that you hope that this lady is not a friend of Dr. Cash. I mean if somebody told me that you made a statement like that, I would have bet my bottom dollar and although I don't have very many, that you would not have said anything like that. And let me said this to you. You've dealt with a whole lot more people than I have on a payroll basis. I probably dealt with a whole lot more than you in teaching and coaching and that kind of stuff. But when I meet my maker, one thing I want my maker to be able to say, Joe Shyne, you tried to be fair. You tried to be fair. What I see here, you all didn't try to be fair with that young lady. I'm going to

leave it here. You and I can discuss this later. But I do want you to understand that I'm dissatisfied with it. There are other people in the community that are dissatisfied with it. The other thing that I want to discuss with you, because we put money into the Chamber. And the Chamber represents Shreveport. I was a little hurt when I saw in the paper that you all had invited this particular gubernatorial candidate, (and I will not call his name) to come up and speak. To me that was more of a political endorsement of this particular candidate. This candidate don't even represent us up in this area as our congressman. Now I could understand you extending an invitation to our congressmen from up in this area come in and inform the Chamber on what's been going on in Congress. But I wouldn't expect for you to invite a person whose running for governor up in this area, and then you wouldn't invite the other people. I don't like to see you all playing politics with our kind of money. And it really kinda makes us look bad, cause it seems like all of our state elected officials are from New Orleans. It seems like we don't have enough confidence in our people up here in order to say we have good quality people. So, I would like to say this to you. I would hope that in the future, and evidently you must have thought about it or somebody else thought about it, because you all cancelled it. I would hope in the future Mr. Bremer, and I have the utmost respect for you, I almost said at least I did, but you know, that could go both ways. I would hope that, that would not happen again, because you all are in a building that's paid for by public dollars. Some of you all operational expenses are paid by public dollars. That's not fair to the public if you all are going to play, if you're going to kinda endorse a candidate kinda under the table. People are not crazy Mr. Bremer.

Mr. Bremer: We do not plan to ever do that again. It was when Congress Jindal's office approached us, it was in March. And we thought that's fine, it was his office, it was not his campaign office. But that aside, you will not see us do that again.

Councilman Shyne: Mr. Bremer, I respect you as a man for saying that. Cause I know that you knew, that when his office - - - Congressman Jindal has been running for governor for the last six years. He started two years before the last election, and he's been running four years ever since this election. I don't have anything against him running. Cause I guess most of the people in here could run. But I don't want to see us give him an advantage over somebody else. We got a homeboy from here, who served well, I mean whose been a public servant for I almost said before Mr. Jindal got to be a citizen of this country. But that I might be wrong. So, I don't know how long he's been a citizen. But I know we do have some candidates who've been in public service for a long time. I appreciate you saying that, that it will not happen again, because it makes all of us look bad. I appreciate that, and we'll talk further about you all's budget. But those two things Mr. Bremer just didn't sit well with me, because I have more respect for you and for the Chamber. Because we some of the best and brightest people that belong to the Chamber. I encourage people to join the Chamber. And one of these days, I don't know whether Ron has had a chance to read it, if not I'm going to make him a copy and give it to him, but I want you to just take this home. Set your Bible on one side, set this on the other side and read it. And just say now would Christ have done this to somebody? You know would Christ have done this to somebody? And if you can walk away and say yes, Christ would have done this to somebody, then I'll agree with you. I'll take all this back that I'm saying. But if you can't say that Christ would have done this to somebody, then please don't do it again here.

Mr. Bremer: You give us 20 minutes of your time, and I'll go into any of the details that you want. And I think you can see that even Christ would agree that we made the right decision, and I'm serious. And this whole matter is getting a little bit blown out, but all I can tell you - - -

you give us a little time, where we sit down privately, and I'll be more than happy to share that with you.

Councilman Shyne: I'm going to give you 30 minutes. But if you can convince me that Christ would have made these kind of statements on here, I'll give you more than 30 minutes. Because if you can tell me that Christ would say, 'I hope so and so and so is not a friend of so and so and so, cause if so - - - you know so, and so, and so.' The Christ that I read about in the Bible is I don't know whether - - - I read King James version.

Mr. Bremer: Councilman, that was a throw away statement meant in jest. That's what that was between myself and my Vice-President in charge of finance. And that's all that was. It was not malicious, it was not intended to be malicious, it was merely my effort at a joke with my fellow employee.

Councilman Shyne: Have you ever heard that expression about when a man or a lady gets drunk, you get that true feeling? You know, you get that true feeling. You know when Joyce and I might be talking behind closed doors and we don't think nobody's listening, or we're writing something, and we don't think it's going to get out? You might get our true opinion. But if you see me out here among a bunch of people, you might not get the true opinion. You might get what Joe Shyne wants to give you. And Mr. Bremer, I want you to know that I respect you for what you said, that you would not do that again, but if you can justify this, I don't think my respect is going to be very, very high. But if you say Mr. Shyne, as I look at this, I can't believe that I wrote this myself. I'm kinda shame of this. But remember now, when a person is drunk, now this is an old saying. I hadn't been around very many drunk people, but they will give you exactly how they feel about themselves. That's a good opportunity for them to clear their minds up and tell you exactly what's on their minds. So, when you're sitting down, when you write things that you think you're going to throw away and nobody is going to get, a lot of times not that's when you put your true opinion on that. I want you to know before you go to your seat, I love you, I don't have any bad feelings toward you, but I just wanted to let you know that, I didn't appreciate those two things and it wouldn't have been right for me to walk around with that in my heart and not tell you, because my Bible teaches me, if I have something against my neighbor, go to 'em and tell 'em. And then I can forgive 'em. So, I wanted to come to you and tell you, and I feel better now, and I hope you feel better. But I do want you to know that I do love you, and I don't have anything against you. And maybe one day you and I can sit down and break a little bread together.

Mr. Bremer: And have a drink.

Councilman Shyne: No now. That's Ron Webb. I'm a non-drinker now, but I do eat collard greens and peas and that kind of stuff, but I'm not consumer of alcohol, and I don't use tobacco. I might curse a little bit every now and then, but I ask the Lord to forgive me for that.

Mr. Bremer: I make the same offer to any Council Member, and be happy to sit down one on one with you and explain this situation more in detail, because we made the right decision. It was a hard decision, but we made the right decision, and we moved on.

Councilman Shyne: I wish you could have made the decision where you could have helped to keep a minority in that situation, and not give it to a company that's worth \$8 or 9 million, because you are a part of Shreveport. You are a part of the next great city of the south. And you ought to be a part of trying to reach out and help those who have traditionally been left out of the main stream.

Mr. Bremer: It was our initiative initially Councilman to search out a minority owned firm for this work. Okay? We took the initiative to do that. We usually try to do business with

members. Member organizations. This firm was not a member. We made that exception. And we got this firm on board. There is not a contract by the way. There has never been a contract. And for a couple of years, the services were rendered, I got numerous complaints from my employees. The quality of the work was not there, the cleanliness was not there, and it came time for us make the change. And that's what we did. You have to know we took the initiative to get this firm initially. And we gave it our best shot. On numerous occasions, we also point out where things weren't done properly, and it finally got to the point where it just was not fair to my employees that we continue that. So we made a change.

Councilman Shyne: I want to come by and I want you to show me the times that you called her in or you called this company in and you pointed out to them what they were not doing. I also want you to check your record and see if this particular firm is not a member of the organization. Now I was told, and this is kinda hearsay, this is not in black and white, that at one time you all held her check up because they were a little late paying their dues to the organization. Check on that for me. Because I know you are (inaudible) and you might not see.

Mr. Bremer: I already did, and I'll tell you this. What I'll share with you now was not part of the decision that we made. After the fact, I became aware of the fact that she no longer was paying dues to the Chamber. Also took out an ad in our Business Desk Reference, a book that goes to 10,000 different organizations. Never paid for that either. Now that came in after the fact. It was not part of the decision, but I was surprised to hear that.

Councilman Shyne: I'm surprised to hear it from you too. Because I'm hearing it another way. And you got to understand now, the person that I'm hearing it from, their mouth is cut just like yours. It's not cut up and down. So anytime our mouths are cut the same way, you know you have to weigh it. I'd like you to give it to me in black and white like I have that in black and white. But I appreciate you coming, and before you leave I want you to know I still love you and we'll get together. Thank you Mr. Bremer. Councilmen, thank you all for indulging me.

**CONSENT AGENDA LEGISLATION  
TO INTRODUCE RESOLUTIONS AND ORDINANCES**

**RESOLUTIONS:** None

**ORDINANCES:** None.

**TO ADOPT RESOLUTIONS AND ORDINANCES:**

**RESOLUTIONS:**

*The Clerk read the following:*

**RESOLUTION NO. 128 OF 2007**

**A RESOLUTION NOMINATING PERSONS FOR CONSIDERATION BY THE MAYOR  
FOR APPOINTMENT TO THE DOWNTOWN DEVELOPMENT AUTHORITY AND  
OTHERWISE PROVIDING WITH RESPECT THERETO**

**BY: COUNCILMAN WALFORD**

WHEREAS, La. R. S. 33:2740.38 provides that the members of the Downtown Development Authority shall be appointed by the mayor of the city of Shreveport, subject to confirmation by the City Council, and two of the members shall be chosen from a list of five nominees submitted to the Mayor by the Shreveport City Council members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the City Council hereby submits the following nominees to the Mayor for the two positions:

Shondra Stone  
Sylvia Goodman  
Carl Rice  
James Ballengee  
Lee Underwood

BE IT FURTHER RESOLVED that if any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Walford, seconded by Councilman Long to adopt.**

Councilman Walford: Very briefly, this is to replace Michael Parker, who had to resign. And its five names that I received from the Council

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

#### **RESOLUTION NO. 129 OF 2007**

#### **A RESOLUTION ACCEPTING DEDICATION FOR RUSSELL ROAD IN SPARKS SUBDIVISION UNIT NO. 1-A AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication for Russell Road in Section 21, (T18N-R14W), Caddo Parish, Louisiana, and as shown on the plats attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

**BE IT FURTHER RESOLVED** that the original plat reflecting the dedication for Russell Road be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER RESOLVED** that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Lester, seconded by Councilman Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**RESOLUTION NO. 130 OF 2007**

**A RESOLUTION ACCEPTING DEDICATION FOR KINGS HIGHWAY IN INTERTECH PARK UNIT 1 AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication for Kings Highway in Section 11, (T17N-R14W), Caddo Parish, Louisiana, and as shown on the plats attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

**BE IT FURTHER RESOLVED** that the original plat reflecting the dedication for Kings Highway be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER RESOLVED** that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Walford, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**RESOLUTION NO. 131 OF 2007**

**A RESOLUTION ACCEPTING DEDICATION FOR BERKELEY DRIVE IN CANNON SUBDIVISION UNIT 5 AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication for Berkeley Drive in Section 23, (T17N-R15W), Caddo Parish, Louisiana, and as shown on the plats attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

**BE IT FURTHER RESOLVED** that the original plat reflecting the dedication for Berkeley Drive be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER RESOLVED** that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Bowman, seconded by Councilman Shyne to adopt.**

Councilman Walford: Any discussion?

Councilwoman Bowman: No, it's still not clear, but on yesterday I mentioned that this was not my district. It is Councilman Wooley's district.

Councilman Walford: Oh, I'm sorry. I was encouraging you to give me a motion.

Councilwoman Bowman: That's okay. I know you were.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**ORDINANCES:** None.

**REGULAR AGENDA LEGISLATION**

**RESOLUTIONS ON SECOND READING AND FINAL PASSAGE OR WHICH REQUIRE ONLY ONE READING**

*The Deputy Clerk read the following:*

**RESOLUTION NO. 124 OF 2007**

**A RESOLUTION AUTHORIZING THE MAYOR'S SIGNATURE ON AN AGREEMENT FOR CITY SERVICES BETWEEN THE CITY OF SHREVEPORT, LOUISIANA AND PRATT INDUSTRIES, USA, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

WHEREAS, the Pratt Industries is operating a paper mill plant at the Caddo/Bossier Port, outside the boundaries of the City of Shreveport, but in close proximity thereto; and

WHEREAS, the City would like to enter into an agreement setting forth the terms of water, sewerage, landfill disposal and recycling services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal and regular session convened, that Cedric B. Glover, Mayor, be and is hereby authorized and empowered to execute an Agreement for City Services between the City of Shreveport, Louisiana and Pratt Industries, USA, substantially in accordance with the document filed along with the original copy of this resolution in the Office of the Clerk of Council on July 3, 2007, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and, to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Bowman, seconded by Councilman Long to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**RESOLUTION NO. 125 OF 2007**

**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE WAIVER OF PERMIT FEES FOR THE CONSTRUCTION OF PRATT INDUSTRIES USA, AND OTHERWISE PROVIDING WITH RESPECT THERETO**

WHEREAS, Pratt Industries USA is being constructed as economic development of the Caddo/Bossier Port; and

WHEREAS, the benefit to the City of Shreveport by the construction of Pratt Industries USA far exceeds any revenue which would be generated by any permit, inspection and other related fees; and

WHEREAS, Eric England, Executive Port Director of the Caddo/Bossier Port Commission, has requested that the City of Shreveport waive any permit, inspection and other related fees associated with the construction of Pratt Industries USA; and

WHEREAS, Mr. H. M. Strong, Director of Operational Services, has no objection to this request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the waiver of permit, inspection and other related fees for the construction of Pratt Industries USA is hereby authorized.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and, to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Wooley, seconded by Councilman Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Councilman Shyne: Mr. Chairman, look like I heard a heavy voice coming from over to the right. Mr. Mayor, was that you?

Mayor Glover: I was offering my thanks to you Council Members for your faith and confidence on these two votes, 124 and 125 Mr. Shyne.

Councilman Shyne: I gladly accept it.

Councilman Walford: Thank you Mr. Mayor.

**RESOLUTION NO. 132 OF 2007**

**A RESOLUTION SUSPENDING THE EFFECTS OF CERTAIN PROVISIONS OF CHAPTER 10 RELATIVE TO ALCOHOLIC BEVERAGES RELATIVE TO DISPENSING, SALE AND/OR CONSUMPTION OF LOW ALCOHOLIC CONTENT BEVERAGES FOR THE ANNUAL HIGHLAND JAZZ AND BLUES FESTIVAL LOCATED AT 600 COLUMBIA STREET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY: COUNCILMAN MONTY WALFORD

**WHEREAS**, the Highland Area Partnership intends to sponsor the Jazz and Blues Festival fund raising activity on November 17, 2007 from 12:00 p.m. until 6:00 p.m. at 600 Columbia Street with setup beginning on November 16, 2007 at 12:00 p.m.; and

**WHEREAS**, the proceeds of the event will benefit the Highland Area Partnership; and

**WHEREAS**, the Highland Area Partnership intends to dispense and allow the sale and consumption of low content alcoholic beverages at 600 Columbia Street during its event; and

**WHEREAS**, certain provisions of Chapter 10 of the Code of Ordinances prohibits the sale, consumption, dispensing or otherwise of alcoholic beverages in and on public places, including streets, sidewalks, and parks unless specifically authorized by the city council or the zoning board of appeals; and

**WHEREAS**, the adoption of this resolution would allow the Highland Area Partnership to dispense and sale and its patrons to purchase and consume low alcoholic content alcoholic beverages at 600 Columbia Street during the event.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that the location and permitting provisions of Chapter 10 of the Code of Ordinances are suspended on November 16 and 17, 2007 for setup of the festival with dispensing, sale, and consumption of low alcoholic content beverage beginning on November 17, 2007 from 12:00 p.m. until 6:00 p.m. at 600 Columbia Street for the Jazz and Blues Festival fund raiser to benefit the Highland Area Partnership.

**BE IT FURTHER RESOLVED** that all other applicable provisions of the City of Shreveport code of Ordinances shall remain in full force and effect.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Long, seconded by Councilman Wooley to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, and Bowman. 6. Nays: Councilman Shyne. 1.**

#### **RESOLUTION NO. 133 OF 2007**

**A resolution authorizing the institution of expropriation proceedings against certain described property within the City of Shreveport in connection with the Ledbetter Heights/Allendale Park and Community Center, Project No. 94 B003, Parcel No. P-3, and otherwise providing with respect thereto.**

**WHEREAS**, the City of Shreveport has developed the **LEDBETTER HEIGHTS / ALLENDALE PARK AND COMMUNITY CENTER, PROJECT NO. 94 B003**; and

**WHEREAS**, the property described in the legal description, and more fully shown on the plat map marked as Exhibit "A" attached hereto, is situated in said development; and

**WHEREAS**, all attempts to amicably acquire fee title to the property comprising Parcel No. P-3 have failed: and

**WHEREAS**, public necessity dictates that this property be owned by and subject to the use by the City of Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the property described in Exhibit "A" attached hereto as Parcel No. P-3, to be acquired in fee title.

**BE IT FURTHER RESOLVED**, that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Lester, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

#### **RESOLUTION NO. 134 OF 2007**

**A resolution authorizing the institution of expropriation proceedings against certain described property within the City of Shreveport in connection with the Ledbetter Heights/Allendale Park and Community Center, Project No. 94 B003, Parcel No. P-4, and otherwise providing with respect thereto.**

**WHEREAS**, the City of Shreveport has developed the **LEDBETTER HEIGHTS / ALLENDALE PARK AND COMMUNITY CENTER, PROJECT NO. 94 B003**; and

**WHEREAS**, the property described in the legal description, and more fully shown on the plat map marked as Exhibit "A" attached hereto, is situated in said development; and

**WHEREAS**, all attempts to amicably acquire fee title to the property comprising Parcel No. P-3 have failed: and

**WHEREAS**, public necessity dictates that this property be owned by and subject to the use by the City of Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the property described in Exhibit "A" attached hereto as Parcel No. P-3, to be acquired in fee title.

**BE IT FURTHER RESOLVED**, that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Lester, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**RESOLUTION NO. 135 OF 2007**

**A resolution authorizing the institution of expropriation proceedings against certain described property within the City of Shreveport in connection with the Ledbetter Heights/Allendale Park and Community Center, Project No. 94 B003, Parcel No. P-5, and otherwise providing with respect thereto.**

**WHEREAS**, the City of Shreveport has developed the **LEDBETTER HEIGHTS / ALLENDALE PARK AND COMMUNITY CENTER, PROJECT NO. 94 B003**; and

**WHEREAS**, the property described in the legal description, and more fully shown on the plat map marked as Exhibit "A" attached hereto, is situated in said development; and

**WHEREAS**, all attempts to amicably acquire fee title to the property comprising Parcel No. P-3 have failed: and

**WHEREAS**, public necessity dictates that this property be owned by and subject to the use by the City of Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the property described in Exhibit "A" attached hereto as Parcel No. P-3, to be acquired in fee title.

**BE IT FURTHER RESOLVED**, that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Lester, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**RESOLUTION NO. 136 OF 2007**

**A resolution authorizing the institution of expropriation proceedings against certain described property within the City of Shreveport in connection with the Ledbetter Heights/Allendale Park and Community Center, Project No. 94 B003, Parcel No. P-6, and otherwise providing with respect thereto.**

**WHEREAS**, the City of Shreveport has developed the **LEDBETTER HEIGHTS / ALLENDALE PARK AND COMMUNITY CENTER, PROJECT NO. 94 B003**; and

**WHEREAS**, the property described in the legal description, and more fully shown on the plat map marked as Exhibit "A" attached hereto, is situated in said development; and

**WHEREAS**, all attempts to amicably acquire fee title to the property comprising Parcel No. P-3 have failed: and

**WHEREAS**, public necessity dictates that this property be owned by and subject to the use by the City of Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the property described in Exhibit "A" attached hereto as Parcel No. P-3, to be acquired in fee title.

**BE IT FURTHER RESOLVED**, that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Lester, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

#### **RESOLUTION NO. 137 OF 2007**

**A resolution authorizing the institution of expropriation proceedings against certain described property within the City of Shreveport in connection with the Ledbetter Heights/Allendale Park and Community Center, Project No. 94 B003, Parcel No. P-7, and otherwise providing with respect thereto.**

**WHEREAS**, the City of Shreveport has developed the **LEDBETTER HEIGHTS / ALLENDALE PARK AND COMMUNITY CENTER, PROJECT NO. 94 B003**; and

**WHEREAS**, the property described in the legal description, and more fully shown on the plat map marked as Exhibit "A" attached hereto, is situated in said development; and

**WHEREAS**, all attempts to amicably acquire fee title to the property comprising Parcel No. P-3 have failed: and

**WHEREAS**, public necessity dictates that this property be owned by and subject to the use by the City of Shreveport.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the property described in Exhibit "A" attached hereto as Parcel No. P-3, to be acquired in fee title.

**BE IT FURTHER RESOLVED**, that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof in conflict herewith are hereby repealed.

**Read by title and as read, motion by Councilman Lester, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**RESOLUTION NUMBER 138 OF 2007**

**A RESOLUTION DECLARING THE CITY'S INTEREST IN CERTAIN ADJUDICATED PROPERTIES AS SURPLUS AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, there are numerous parcels of property which have been adjudicated to the City of Shreveport and Caddo Parish for non-payment of ad valorem taxes; and

**WHEREAS**, the City of Shreveport has entered into an intergovernmental agreement with Caddo Parish under which Caddo Parish will undertake to sell or donate said properties as authorized in R.S. 33:4720.11 or R.S. 33:4720.25; and

**WHEREAS**, pursuant to Section 26-294 of the Code of Ordinances, the city's interests in said properties can be sold after the City Council declares them to be surplus; and

**WHEREAS**, the purchasing agent has inquired of all city departments regarding the property described herein and has not received any indication that it is needed for city purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened that the following described properties are hereby declared surplus:

N. 100 Ft of E. 140 Ft of Lot 249, Jones Mabry Geographic Number 181416-014-032900	
Subdivision, Unit Municipal Address: 264 Jones Mabry Rd	Council District "A"
Lot 15, Campus Circle Subdivision	Geographic Number 171416-069-001500
Municipal Address: 4218 Baxter Street	Council District "F"
Lot 16, Campus Circle Subdivision	Geographic Number 171416-069-
001600 Municipal Address: 4214 Baxter Street	Council District "F"
Lot 7, Block 7, Morningside Subdivision	Geographic Number 171414-148-
000700 Municipal Address: 5503 Virginia Avenue	Council District "F"
Lot 1, Block 2, University Heights Subdivision	Geographic Number 171306-
089-000100 Municipal Address: 280 Dalzell Street	Council District "B"
begin at SW Corner of Lot 7, Thence E. 123 Ft.,	Geographic Number 171305-
067-005700 Thence N. 120 Ft., Thence W. 123 Ft., Thence S. 120 Ft. To Point of Beginning,	
Forest Park Subdivision Municipal Address: 2417 Roosevelt Ave	Council District "B"
Lot 17, Block 11, Mayfair Subdivision	Geographic Number 181435-087-001700
Municipal Address: 1954 Poland Street	Council District "A"
Lot 22, Lieb Subdivision	Geographic Number 181435-102-002200
Municipal Address: 1920 Weinstock Street	Council District "A"
Lot G, Arie Brooks Partition Subdivision	Geographic Number 181416-
003-000700 Municipal Address: 19917 None	Council District "A"
Lot 112, Cooperville Subdivision, Unit 2	Geographic Number 181417-
052-011200 Municipal Address: 20494 None	Council District "A"
Lot 13, Re-Plat of Lots 13 to 19, Inclusive	Geographic Number 171423-033-001300 Block 4,
Fairfield Place Subdivision Municipal Address: 13434 None	Council District "F"



4. **Ordinance No. 133 of 2007**: ANNEXATION – TAG NO. 07-04: An ordinance enlarging the limits and boundaries of the City of Shreveport – a 26.7 acre tract of land located adjacent to the north side of Southern Loop Roadway West of Norris-Ferry Road in Section 20 (T16N-R13W), Caddo Parish, Louisiana, and to otherwise provide with respect thereto. (D/Wooley)
5. **Ordinance No. 134 of 2007**: ZONING APPEAL – C-60-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance by rezoning property located on the north side of Edgemont, 690 feet east of Line Avenue, Shreveport, Caddo Parish, Louisiana, from R-1D (Urban, One-Family Residence District, to R-2(TH), Urban, One-Family Townhouse Residence District, and to otherwise provide with respect thereto. (C/Long)
6. **Ordinance No. 135 of 2007**: ZONING – C-69-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance, by rezoning property located on a tract of land 100 feet south of Kennie and 600 feet west of Linwood, Shreveport, Caddo Parish, Louisiana, from R-A, Residence Agriculture District to R-1D (PUD) Urban, One-Family Residence (Planned Unit Development) District, and to otherwise provide with respect thereto. (D/Wooley)
7. **Ordinance No. 136 of 2007**: ZONING – C-70-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance, by rezoning property located on the north side of Greenwood Road at its intersection with I-20, Shreveport, Caddo Parish, Louisiana, from B-3 (SPI-2) Community Business (Industrial Park Overlay) District, to I-1 (SPI-2) Light industry (Industrial Park Overlay) District, and to otherwise provide with respect thereto. (G/Bowman)

**Read by title and as read, motion by Councilman Long, seconded by Councilman Shyne to introduce Ordinance No(s). 130, 131, 132, 133, 134, 135, and 136 of 2007 to lay over until August 28, 2007 meeting. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**ORDINANCES ON SECOND READING AND FINAL PASSAGE** (*Numbers are assigned Ordinance Number*)

1. **Ordinance No. 122 of 2006**: An ordinance amending portions of Chapter 90 of the Code of Ordinances relative to traffic and vehicles and to otherwise provide with respect thereto. (A/Lester) (*Postponed July 10, 2007*)

**Having passed first reading on Aug 22, 2006 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Lester, seconded by Councilman Bowman to postpone.**

Councilman Walford: And just for the record Mr. Lester, this involves the red light camera.

Councilman Lester: Right, and the reality was I was supposed to get together with ms. Scott on Friday. I had a hearing that came up and just put the (inaudible) on that.

Councilman Walford: Clarify for me. This is a two week postponement?

Councilman Lester: Yes.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

2. **Ordinance No. 117A of 2007**: An ordinance authorizing the lease of city-owned property to Studio Operation, L.L.C., and to otherwise provide with respect thereto.

**Having passed first reading on July 10, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Long, seconded by Councilman Wooley.**

**Amendment No. 1 to Ordinance No. 117A of 2007**

**-Amend the 8<sup>th</sup> “WHEREAS” paragraph in the Ordinance to now read as follows:**

“WHEREAS, the Lease Agreement proposes an Initial Term of fifty (50) years with an option to renew the Lease Agreement for two (2) additional terms of approximately twenty-four (24) years each; and”

**Explanation of Amendment**: Evidences the proposed change of the term of the Lease Agreement from an initial term of thirteen (13) years with an option to renew for one (1) additional fifteen (15) year term to an initial term of fifty (50) years with an option to renew for two (2) additional terms of twenty-four (24) years each.

**-Amend Section 1 of the Lease Agreement to now read as follows:**

**“1. GRANT OF USE/OTHER PROVISIONS”**

A. **Grant of Use**. In consideration of the covenants and agreements made by the respective parties hereto, Lessor devises and leases to Tenant and Tenant accepts and leases from Lessor the exclusive right and privilege to use, enjoy and occupy the Lease Premises described in Attachment “A”, of this Lease Agreement together with all improvements located thereon, the same being located in Shreveport, Caddo Parish, Louisiana for the purposes stated herein. Lessor warrants that it has good and merchantable title to the Leased Premises and is authorized, through its duly authorized representative and applicable provisions of law, to execute this Lease Agreement with Tenant.

B. **Permitted Use**. The Leased Premises shall be used by Tenant for the construction, development, creation and operation of a film and/or movie production studio and/or activities and uses related thereto, including but not limited to activities and uses which promote, produce, support and/or develop the film and movie industry in the City of Shreveport and surrounding areas and activities and uses which qualify for motion picture investor tax credits under

Louisiana Revised Statute 47:6007, et seq., hereinafter collectively referred to as “permitted use”, all of which uses shall be subject to the terms and conditions of this Lease Agreement.

The parties acknowledge, understand and agree that this Lease Agreement contemplates a lease by Lessor of the undeveloped immovable property described in Attachment “A” and that Lessor shall provide only those services or perform only those obligations specifically provided for in this Lease Agreement or as may be agreed to in writing by Lessor from time to time throughout the Initial Term or any Renewal Term of this Lease Agreement. All other services or obligations not specifically provided for herein shall be the responsibility of or be performed by or on behalf of Tenant. The parties further acknowledge, understand and agree that Lessor shall retain title to and ownership of the Leased Premises and all benefits and burdens of ownership of any such property shall remain with Lessor during the Initial Term or any Renewal Term of this Lease Agreement. Notwithstanding any provision of this Lease Agreement to the contrary, Lessor and Tenant mutually acknowledge, understand and agree that any/all improvements constructed by, on behalf, or for the benefit of Tenant pursuant to the terms of this Lease Agreement shall constitute a separate immovable in accordance with applicable provisions of Louisiana law.

C. Expression of Intent to Acquire Additional Property. Lessor and Tenant acknowledge and agree that the long term viability of the project necessitates expansion of Tenant’s operations onto additional property in excess of the 6.7 acres, more or less, described in Attachment “A” of this Lease Agreement. The parties further acknowledge and agree that construction and development of any permitted use will occur in phases throughout the collective Term of this Lease Agreement. The first phase of such development (“Phase I”) will occur on property described in Attachment “A” of this Lease Agreement. Lessor covenants and agrees to use its best effort to acquire, by purchase or otherwise, title to an additional thirteen (13) acres of property (“additional property”), more or less, located or situated adjacent to the Leased Premises for use and development by Tenant for any permitted use within twenty-four (24) months of the date of execution of this Lease Agreement. The foregoing provision notwithstanding, Tenant acknowledges and agrees that Lessor shall incur or assume no liability to Tenant, or its successors or assigns for Lessor’s inability to acquire all or a portion of the additional property.

Tenant shall have a right of first refusal to lease the additional property. Tenant acknowledges, understands and agrees that upon the exercise of such right, acquisition, use and development of the additional property shall be in accordance with applicable provisions of law and in accordance with terms and conditions contained in a subsequent Lease Agreement executed by Lessor and Tenant relative to acquisition, use and development of such additional property or in an amendment to this Lease Agreement.

Tenant shall notify Lessor in writing of its intention to develop the additional property within thirty-six (36) months of the date of execution of this Lease Agreement. The notice shall also contain, at a minimum, detailed information on Tenant’s construction schedule, construction budget and other information as may be reasonably requested by Lessor. Barring receipt of such notice, Lessor shall be under no obligation to reserve the additional property for Tenant’s use.”

**Explanation of Amendments:**

1. Section 1 (B) – Designates improvements constructed by or on behalf of Tenant as separate immovable and as such, the separate property of Tenant.
2. Section 1 (B) – Adds provision that expresses Lessor’s intention to acquire additional property for use and development by Tenant for the purposes stated in the Lease Agreement, a provision that Lessor shall incur no liability to Tenant for Lessor’s inability to acquire all or a portion of the additional property, and a provision that grants Tenant a right of first refusal for use of such property.

**-Amend Section 2 of the Lease Agreement to now read as follows:**

**“2. TERM/NOTICE OF INTENTION TO ACQUIRE  
TITLE TO LEASED PREMISES”**

“A. Initial Term. Except as otherwise provided in Section (2)(C) of this Lease Agreement, the Initial Term of this Lease Agreement shall commence on the day following the execution of this Agreement by Lessor and Tenant (“Commencement Date”) and shall end at 11:59 p.m. on December 31, 2057 (“Termination Date”) unless sooner canceled or terminated as hereinafter provided.

B. Renewal Term. Provided Tenant is not in default of any of the terms and conditions of this Lease Agreement and except as otherwise provided in Section (2)(C) of this Lease Agreement, Tenant shall have the option to renew this Agreement for two (2) additional terms as follows:

(i) The First Renewal Term shall commence at 12:00 a.m. on January 1, 2058 and shall end at 11:59 p.m. on December 31, 2082.

(ii) The Second Renewal Term shall commence at 12:00 a.m. on January 1, 2083 and shall end at 11:59 p.m. on December 31, 2106.

The option to renew the Lease Agreement for any Renewal Term shall be deemed exercised unless the party desiring to terminate the Lease Agreement shall provide written notice to the non-terminating party of its intention to terminate the Lease Agreement no later than January 1 of the final year of the then current lease term in which case, the termination shall become effective on December 31 of the year in which written notice is given.

C. Public Purpose Revocation. The foregoing provisions notwithstanding and pursuant to Section 2.03 (a) of the Charter of the City of Shreveport, as amended, Lessor and Tenant stipulate that this Lease Agreement shall be revocable by Lessor at any time a public use of the Leased Premises shall be found to exist by the Shreveport City Council. Lessor’s election to terminate this Lease Agreement for this cause prior to the expiration of the Initial Term or any Renewal Term of this Lease Agreement shall obligate Lessor to compensate Tenant, at fair market value, for the cost of all improvements constructed on the Leased Premises by or on behalf of Tenant pursuant to the terms of this Agreement. For purposes of this Section 2 (C ) of

this Agreement, the term “improvement(s)” shall be as defined in Section 5 (C) of this Lease Agreement. Revocation of this Lease Agreement upon declaration of public use shall be exercised by Lessor as follows:

(i) Lessor shall provide written notice to Tenant of such revocation at least three hundred sixty-five (365) days in advance of the effective date of such revocation in which case, the effective date of any such revocation shall be on the expiration date of the Initial Term or any Renewal Term of this Lease Agreement as provided hereinabove.

Tenant shall have no right to claim, nor shall Lessor have any obligation to pay any reimbursement, set-off or damages to Tenant for any period of time remaining under any Renewal Term of this Lease Agreement and Tenant’s failure to include a public purpose revocation clause in any contract, subcontract, purchase order, agreement or any other document or writing relating to this Lease Agreement shall not subject Lessor to liability for any reason or any cause which may result from Lessor’s revocation of this Lease Agreement for this cause and pursuant to the provisions of this Section of the Lease Agreement.

Notice of revocation of this Lease Agreement for this cause shall be given to Tenant in accordance with Section 17 of this Agreement.

D. Notice of Intention to Acquire Title to Leased Premises. Lessor and Tenant acknowledge and agree that Tenant reserves the right at any time during the Initial Term or any Renewal Term of this Lease Agreement to notify Lessor in writing of its desire to obtain title to the Leased Premises. Upon receipt of such notice, Lessor shall immediately initiate procedures for the sale of such property by competitive bid in accordance with applicable provisions of state law and local ordinance.”

**Explanation of Amendments:**

1. Section 2 (A) – Increases the initial term and the renewal term of the Lease Agreement from thirteen (13) years with an option to renew for one (1) additional fifteen (15) year term to an initial term of fifty (50) years with an option to renew for two (2) additional terms of twenty-four (24) years each.

2. Section 2 (B) – Adds provisions relative to the number of years and number of each renewal term and adds procedures and requirements for written notice by the party desiring to terminate the Lease Agreement at the end of any Renewal Term to non-terminating party.

3. Section 2 (C )

(a) Adds language to compensate the Tenant, at fair market value, for the cost of improvements constructed by or on Tenant’s behalf on the Leased Premises in the event the Lease Agreement is revoked by Lessor for a public purpose.

(b) Defines “improvements” as provided in Section 5 ( C) of the Lease Agreement.

4. Section 2 (D) – Adds provisions which grant Tenant the right at any time during the Initial Term or any Renewal Term of the Lease Agreement to notify Lessor in writing of its desire to purchase the property and provisions for sale of property pursuant to applicable provisions of law.

**-Amend Section 4 of the Lease Agreement to add Paragraph 3 to read as follows:**

**4. CONDITION AND USE OF THE LEASED PREMISES**

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“Lessor represents that to the best of its knowledge, information and belief, there are no known environmental or hazardous conditions present on the Leased Premises on the effective date of this Lease Agreement.”

**Explanation of Amendment:** Add a provision expressing Lessor’s belief that the Leased Premises is free of environmental or hazardous conditions on the effective date of the Lease Agreement.

**-Amend Section 5 (C ) of the Lease Agreement to now read as follows:**

**5. “ALTERATIONS TO LEASED PREMISES/DISPOSITION OF IMPROVEMENT(S)”**

\*\*\*

C. Lessor and Tenant agree that upon expiration or termination of this Lease Agreement for reasons contained hereinbelow, any/all improvements, as the term is defined in Section 5 (C ) of this Lease Agreement, constructed by Tenant or on Tenant’s behalf during the Initial Term or any Renewal Term of this Lease Agreement shall be disposed as hereinafter provided:

(i) In the event the Lease Agreement is terminated by Lessor for any reason or caused contained herein, Tenant shall be permitted to sell, donate or otherwise convey or transfer Tenant’s interest in any improvement(s), as the term is defined in Section 5 (C ) of this Lease Agreement, to any third party within one hundred eighty (180) days of receipt of written notice of Lessor’s intention to terminate this Lease Agreement for such cause or, such improvement(s) shall be deemed to be abandoned to Lessor without any obligation by Lessor for payment of same to Tenant. Tenant acknowledges, understands and agrees that the sale, donation or conveyance of any such improvement(s) shall be subject to Lessor’s prior written consent, which consent shall not be unreasonably withheld, in which case, use of such improvement(s) by the approved third party shall be limited to the permitted use(s) as provided in Section 1 (B) of this Lease Agreement or as otherwise approved by Lessor.

(ii) In the event the Lease Agreement is terminated by Tenant for any reason or cause contained herein, Lessor shall compensate Tenant for the fair market value of any/all improvements, as the term is defined in Section 5 (C ) of this Lease Agreement, constructed by

Tenant or on Tenant's behalf during such term in which case, title to such improvements shall be conveyed to Lessor free and clear of any/all mortgages, liens or other encumbrances. Tenant agrees to execute any/all documents required by law or requested by Lessor evidencing such conveyance.

Lessor and Tenant mutually acknowledge, understand and agree that for purposes of this section of the Lease Agreement, the term "improvement(s)" shall be limited to buildings permanently attached to the ground.

**Explanation of Amendments:**

a) Adds provisions relative to disposition of the improvement upon expiration of any Term of the Agreement or upon termination of the Agreement for cause by Lessor or Tenant.

b) Adds language which restricts the definition of "improvements" for purposes of this section of the Agreement to buildings permanently attached to the ground.

**-Amend Section 6 of the Lease Agreement to now read as follows:**

**6. INDEMNITY AND HOLD HARMLESS**

"Each party to this agreement undertakes, agrees and does hereby indemnify, defend, and hold the other party, its officers, agents, servants and employees harmless from and against any and all claims, demands, losses, suits, damages, judgments, cost and expenses whether direct, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, and court costs and expenses, for injury, including death and personal injury and/or property damage, and/or any other loss or damage of whatever nature or kind, arising out of, in connection with or resulting from the performance of any work or services under this Agreement by the indemnifying party and caused in whole or in part by any act, error, or omission of the indemnifying party, its officers, agents, servants, employees or any other person or organization performing directly with such indemnifying party."

**Explanation of Amendment** – This amendment would make the provisions of this Section reciprocal for all parties.

**-Amend Section 11 of the Lease Agreement to now read as follows:**

**11. RIGHT OF ENTRY**

"With the exception of any improvement constructed on the Leased Premises, Lessor, its agents, officers or assigns, shall have the right to enter upon the Leased Premises at any time throughout the Initial Term or any Renewal Term of this Lease Agreement for the following purpose(s):

\*\*\*

Lessor shall provide Tenant with at least twenty-four (24) hour advance notice of its intention to exercise the rights granted herein.”

**Explanation of Amendment** – This amendment would provide for twenty-four (24) hour advance notice to Tenant of Lessor’s intention to exercise a right of entry upon the Leased Premises.

**-Amend Section 12 of the Lease Agreement to now read as follows:**

## **12. TERMINATION**

\*\*\*

“Subject to the provisions below and except as otherwise provided herein, this Lease Agreement may be terminated by Lessor or Tenant as follows:

\*\*\*

### **B. Termination for Cause:**

(I) Lessor may terminate this Lease Agreement in whole or in part should Tenant fail to utilize the Leased Premises for one or more of the purposes(s) stated in Section 1 of this Lease Agreement for a period of three hundred sixty-five (365) days. Lessor shall provide Tenant with at least sixty (60) days advance written notice of its intention to terminate this Lease Agreement for such cause, and Lessor shall incur no liability to Tenant for such termination. Tenant’s failure to include a clause for termination for this reason in any subcontract, purchase order, agreement or any other document or writing related to this Lease Agreement shall not subject Lessor to liability to any sublessee or other person for any cause whatsoever resulting from or in conjunction with termination for this cause and Tenant expressly waives any damages, delay damages, or indirect costs which may arise from termination of this Lease Agreement in whole or in part for this cause.”

\*\*\*

**Explanation of Amendment** – This amendment increases the time period for written notice of Lessor’s intention to terminate the Lease Agreement for cause from forty-five (45) to sixty (60) days.

**-Amend Section 20 of the Lease Agreement to now read as follows:**

## **20. FORFEITURE OF RIGHTS UPON DEFAULT**

“Upon the termination of this Lease Agreement by either party due to the default of the other party, all rights, powers, privileges and authority granted to the defaulting party under this Lease Agreement shall immediately cease, and the defaulting party waives any and all claims it may have against the other party, its employees, directors, executives, elected or appointed officials, and agents provided such persons are acting within the scope of their duty that may arise as a result of such termination.”

Explanation of Amendment – Expands the protections of this Section to officers, directors, executives and agents of the non-defaulting party.

**-Amend Section 21 of the Lease Agreement to now read as follows:**

## **21. MEDIATION**

“Any dispute between Lessor and Tenant relating to the interpretation and enforcement of their rights, obligations and remedies under this Lease Agreement shall be resolved by mediation in accordance with the following provisions.

With respect to any dispute between Lessor and Tenant that is to be resolved by mediation, Lessor and Tenant shall attempt in good faith first to mediate any dispute and use their best efforts to reach agreement on the matter(s) in dispute. Within ten (10) days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to Lessor and Tenant to conduct such mediation within ten (10) days of the appointment. If Lessor and Tenant are unable to agree on such third person or, if on completion of such mediation, the parties are unable to agree and settle the dispute, the dispute shall be resolved in a court of competent jurisdiction in accordance with the provisions of Section 28 of this Lease Agreement.”

**Explanation of Amendment** – Deletes requirements that disputes between Lessor and Tenant relating to interpretation and enforcement of the Agreement be resolved by arbitration.

**-Amend Section 28 of the Lease Agreement to now read as follows:**

## **28. APPLICABLE LAW/VENUE**

“The parties agree that this Lease Agreement shall be governed by the laws of the State of Louisiana, without reference to conflict of laws provisions.

The parties further agree that the venue of any possible litigation arising under this Lease agreement following mediation shall be in the First Judicial District Court, Caddo Parish, Louisiana or in the federal court having jurisdiction herein.”

**Explanation of Amendment** – Deletes requirement for arbitration prior to commencement of legal proceedings.

**Motion by Councilman Webb, seconded by Councilman Bowman to adopt Amendment No. 1 to Ordinance No. 117A of 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**Motion by Councilman Shyne, seconded by Councilman Long to adopt Ordinance No. 117A of 2007 as amended. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Councilman Walford: Mr. Mayor, I see a smile on your face.

Mayor Glover: Absolutely Mr. Chairman. Thank you. Thank you Members of the Council. We look forward to going and fulfilling the promise and potential that so many obviously also share for this project. So, we thank you so much for your confidence. We look forward to working with you in the weeks and months ahead.

3. **Ordinance No. 118 of 2007**: An ordinance declaring certain adjudicated properties to be surplus and to authorize the mayor of the city of Shreveport to sell the city of Shreveport's tax interest in certain surplus adjudicated properties, and to otherwise provide with respect thereto. (A/Lester, C/Long, F/Shyne)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Long to adopt.**

Councilman Webb: Is this the property that you're talking about selling for a dollar?

Councilman Walford: Not yet.

Councilman Webb: That's not the same one?

Councilman Lester: This is stuff to use in one of the older process.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

4. **Ordinance No. 119 of 2007**: An ordinance authorizing the Mayor to execute a lease of city-owned property to Triumph the Church and Kingdom of God In Christ and to otherwise provide with respect thereto. (G/Bowman)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Bowman, seconded by Councilman Wooley to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

5. **Ordinance No. 120 of 2007**: An ordinance authorizing the Mayor to execute a lease of city-owned property Calvary Missionary Baptist Church, and to otherwise provide with respect thereto. (F/Shyne)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Councilman Shyne: Mr. Mayor, we put those other little (inaudible) we wanted to make sure we kinda had a little control.

Mayor Glover: Yes sir. Absolutely. These are lease arrangements, not donations.

6. **Ordinance No. 121 of 2007**: An ordinance to amend Section 26-301 of the City of Shreveport Code of Ordinances relative to the sale of the city's interest in adjudicated property to an adjoining landowner and to otherwise provide with respect thereto.

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Lester to adopt.**

Councilman Shyne: I'll yield to Mr. Webb, because I think he has a tremendous interest in it. He has a lot of adjudicated property in his area.

Councilman Webb: I don't have that much adjudicated property in my district, which I'm so thank for. And I was just curious about one thing. If this ordinance was going to - - - the Mayor had spoke about the administrative cost and fees and whatever in doing these particular dollar sales, so to speak. Are there any plans to - - - you mentioned \$150 each time we do one of these. Are there any plans to add that fee also to the dollar?

Mayor Glover: Mr. Webb, we analyzed that situation and compared it to the other cost that we already incur by continuing to maintain ownership of these properties and

Councilman Webb: We're ahead.

Mayor Glover: We come out ahead.

Councilman Webb: Okay, I'm happy.

Councilman Shyne: And Mr. Mayor, not only do we come out a little bit ahead, but Mr. Webb, we come out a long ways ahead. We spend about \$8 or 9,000 on cutting property and we can get away with \$150, and get it back in the hands of people that will continuously keep it up and will make the neighborhood look better, Mr. Webb, I think we're going to come out a long ways ahead. And this doesn't have nothing to do with minority ownership either.

Mayor Glover: Mr. Webb, as much as we hate to admit it, we have to tell Councilman Shyne this time, he's right.

Councilman Walford: Mr. Shyne, I do have one question about this, I would ask you or the Administration. Do we have some mechanism planned in this that they have to maintain the property? That we don't sell property for a dollar that becomes a blight?

Mayor Glover: We will hold them to the same standards that we will everyone else. If they fail to take care of their property, then our Take Back Our Neighborhood team will be out there, writing them up as quickly as they would anyone else.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

7. **Ordinance No. 122 of 2007**: An ordinance to amending and replacing Sections 74-1, definitions of Solid Waste, and 74-30, other waste collection, and creating Section 74-31, Recycled Product Collection of Solid Waste, and to otherwise provide with respect thereto.

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

8. **Ordinance No. 123 of 2007**: An ordinance amending and replacing Section 94-161 and Section 94-165 pertaining to billing and collections of utilities and to otherwise provide with respect thereto.

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Long, seconded by Councilman Shyne to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

9. **Ordinance No. 124 of 2007**: An ordinance amending the 2007 Community Development Special Revenue Fund Budget.

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Bowman, seconded by Councilman Long to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

10. **Ordinance No. 125 of 2007**: ZONING APPEAL C-33-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance by rezoning property located on the southeast corner of West 84<sup>th</sup> Street and St. Vincent Avenue, Shreveport, Caddo Parish, Louisiana, from I-2, Heavy Industrial District, to R-2, Suburban, Multi-Family Residence District, and to otherwise provide with respect thereto. (D/Wooley)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Long, seconded by Councilman Wooley.**

**ORDINANCE NO. 125 OF 2007, CASE NO. C-33-07:**

Substitute stipulations as follows:

1. Development of the property shall be in strict accord with a revised site plan (see Exhibit #1, attached) indicating a 6' high solid screen fence at the entire perimeter of the property and the

location of all planned landscaping. As attachments (see Exhibits #2 through #10, attached) to the site plan, a detailed planting schedule with sizes and species of each plant and building elevations indicating each type of building to be constructed shall be provided. This plan and attachments shall be submitted to and approved by the Planning Director. Any significant changes or additions shall require further review and approval by the Planning Commission. No permits shall be issued until the revised site plan and/or replatting of lots has been approved by the MPC Director or the Planning Commission.

2. Landscaping shall be watered and continuously maintained as a part of the routine maintenance of the development.

**Motion by Councilman Wooley, seconded by Councilman Shyne to adopt Amendment No. 1 to Ordinance No. 125 of 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**Motion by Councilman Wooley, seconded by Councilman Bowman to adopt Ordinance No. 125 of 2007 as amended.**

Councilman Walford: I guess I want to ask you to state your motion if you for me since it is a zoning appeal.

Councilman Wooley: What do you mean clarify?

Councilman Walford: Clarify what your motion - - -

Ms. Glass: Well, the way we do these, you have an ordinance in front of you so, the Clerk likes for the motion to be in favor of the ordinance, and then the Councilmen can ask that it be voted for or against. I'm sorry for adoption.

Councilman Walford: This was denied by the MPC?

Councilman Wooley: Correct. Originally.

Councilman Walford: Okay.

Councilman Wooley: So, the developers have appealed it, and I'm in favor of the appeal. Is that correct Charles? Charles am I stating that correctly?

Mr. Kirkland: It was denied originally by the MPC, then Council remanded back to MPC. Reconsidered, the vote was favorable. Unanimous 7-0 in favor of the development. And these steps are to further address the site plan.

Councilman Walford: Okay, so you want a yes vote. Uphold it.

Councilman Wooley: Yes. Thank you. Thank you Charles.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

11. **Ordinance No. 126 of 2007**: ZONING C - 61-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance by rezoning property located on the north side of Albert 475 feet west of Youree Drive, Shreveport, Caddo Parish, Louisiana, from SPI-3-E (B-1) Commercial Corridor Overlay (Buffer Business)/Extended Use District limited to Pet Grooming & Light Retail to SPI-3-E (B-1) Commercial Corridor Overlay (Buffer Business)/Extended Use District limited to "Beauty Shop" only, and to otherwise provide with respect thereto. (C/Long)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Long, seconded by Councilman Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

12. **Ordinance No. 127 of 2007**: ZONING C - 65-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance by rezoning property located on the west side of Clyde Fant Parkway Service Road, 2267 feet south of Stoner Avenue, Shreveport, Caddo Parish, Louisiana from B-3, Community Business District, B-1, Buffer Business District, And R-A-E, Residence-Agriculture/Extended Use District to R-3, Urban, Multi-Family Residence District, and to otherwise provide with respect thereto. (B/Walford)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Walford, seconded by Councilman Shyne to postpone.**

Councilman Walford: Just briefly in the way of discussion, I'm not familiar with the project, I have a neighborhood association that I would like to meet with and with developers.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

13. **Ordinance No. 128 of 2007**: ZONING C - 66-07: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance by rezoning property located on the south side of Flournoy Lucas Road at the end of Ashley River Road, Shreveport, Caddo Parish, Louisiana, from R-1, Residence-Agriculture District, R-1D (PUD), Urban, One-Family Residence (Planned Unit Development) District and R-1C (PUD), Suburban, One-Family Residence (Planned Unit Development) District, to R-1B (PUD) Suburban, One-Family Residence (Planned Unit Development) District, and to otherwise provide with respect thereto. (D/Wooley)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Wooley, seconded by Councilman Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

13. **Ordinance No. 129 of 2007**: ZONING C-16-07: An Ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance by rezoning property located on the north side of Bert Kouns Industrial Loop 300 feet east of New Castle Drive, Shreveport, Caddo Parish, Louisiana from R-1C, Suburban, One-Family Residence District, to R-1C (PUD) Suburban, One-Family (Planned Unit Development) District, and to otherwise provide with respect thereto. (E/Webb)

**Having passed first reading on July 24, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Webb, seconded by Councilman Long to adopt.**

Ms. Glass: Again Mr. Chairman it is motion for the adoption of the ordinance.

Mr. Walford: Okay.

Mr. Webb: I would like to speak on that too. I know southwest Shreveport is – have lost a lot in southwest Shreveport. As everybody know South Park Mall closed a few years ago, we were fortunate that Summer Grove Baptist Church took it over. We lost Olive Garden, we lost Monjunis, we lost Long Star Steakhouse, we lost a lot of businesses. I know we are trying to revitalize Southern Hills and I know that one of the best ways to do that – I feel like we are just one good anchor store away from seeing that area come back to possibly what it use to be back in the 80's. And I know that the area is growing but we are running out of room to even grow. You go down Bert Kouns all the way out to General Motors Plant there is still a lot of land that is available to develop and I look for this area to continue to develop because frankly, developers are running out of somewhere to find some land. I know New Castle has been around for twenty-five years that I know of – I would say on the west side and the east side hasn't been around as long but I do know that in New Castle, you go down the main drive and it is that way in a lot of neighborhoods they have the largest homes on the front drive of the entry going into the neighborhood but when you get down into the back end of the neighborhood and stuff you will start seeing some smaller houses. I know New Castle does have a house that is even 1453 sq. ft. in it and I have looked at this case extremely hard. I have thought about, I mean I have prayed about, I have looked at everything I can to see what is best for the community. I have gone over to South Bossier City where they have a subdivision called Savannah that the same developer has developed and I have looked at the mix of houses that he is talking about building there are some small square footage homes as well as some larger scale homes seventeen, eighteen, twenty-something square foot and they blend together real well, this particular neighborhood like Savannah is exactly what he is talking about building over here in Unit 15 as it is referred as New Castle. We just granted here a month or maybe a few months ago the Unit 14 that he is also developing there and the same developer. I have even talked to the city councilman in Bossier City, Mr. Erwin who actually lives in Savannah, that neighborhood I understand has been there four years and I just spoke with him last night matter-of-fact and he tells me that the house next door to him just sold for \$235,000.00 and he live in a much smaller house, you know and so you start talking about people losing their property value, to me that is one example I feel that, that won't happen. Now, I think one of the things you got to look at in this is the developers now, when they start developing neighborhoods they have to look at what the market is calling for too, to a big degree. Right now with the house prices as they are so much per square foot you don't have any developers except over in southeast part of Shreveport where the elite live, so to speak, as everyone always says but they are looking for affordable homes and when I say affordable homes the homes that this gentlemen is building is a \$150,000 up. And I went in several of his floor models and I have looked at what he builds. He builds a nice house. It's not something that I would even be ashamed to move into and one of these days when I do decide to down size it would be something I would be looking for. I know he has got tray ceilings, he has got separate showers, separate bathtub in the in the master bedroom, walk-in closets; you got patios with ceiling fans, ceramic tiles, all the ceramic top counter tops, dishwashers, you know everything that you would want in a new modern house. You know,

some of them are small but there is a market for that. I know I have talked to several real estate agents and they will tell you there is a market for that right now and I think with the way the real estate market is going we are going to see more and more developers start building smaller houses. One of the things that we worked on for this particular development was a curb cut out onto Bert Kouns. We met with a DODT and fought with them to get a curb cut coming out onto Bert Kouns and they did what I call a half a curb cut. You can only come out – you have to exit going north when you come out which will take some of the traffic off of New Castle Drive. I know people talk about it is going to be too many vehicles coming out of New Castle Drive and that is going to cause more accidents and there have been some deaths at that intersection and the DODT is looking at – and this is that they have told us is that, with these new developments the numbers are going to be their for a red light and I look for that to happen once these developers get things going is that they will put a red light there and we won't have people trying to dart across four lanes of traffic to get from one side to the other. The – I was thinking about an example of neighbors being in strong opposition of something and it reminded me of back when Pat Spiegner was city council lady and the Wal-mart issue came up on Mansfield Road and I was running for re-election for parish commissioner at that time and when I was walking that neighborhood, the only thing that anybody wanted to talk about was they were opposed to a Wal-mart because of the traffic and 18-wheelers coming behind the store all hours of the night and etc. and that Wal-mart store has – even I myself wondered if it would be good but it's there and it has fit in well with the community and I think we definitely needed it and I would almost venture to say that 99% of the people in that subdivision that opposed it probably shop there but – I think that you know if we are going – I'm looking for southwest Shreveport to grow and I'm trying to be fair to everybody. The only way that we are going to grow is if we allow people to come. General Motors still got people coming in, the suppliers got people coming in that and a lot of people are moving to Bossier because we don't have any affordable housing for them to buy and you go down Airline Drive for an example there is apartments on one side of the street, you got \$300,000 homes a quarter of a mile from it or right next door to it, cross the street from that. You got several subdivisions that have mixtures of homes small and large in them and they blend well and I haven't seen where it hurts their property values and I don't believe that this will hurt their property value. I have seen what Mr. Mr. Hoffpauir builds and I think we need it for the community and I think we need to give the people that can't afford these larger houses a place to move into. I know a lot of the people were told that there is not going to be sidewalks in this neighborhood and there will be sidewalks and there were concerns about the road not being as wide as what a standard road is. It's almost, I don't know what the difference is but it is pretty close to being what would be a street that can be dedicated into the city but – with underground drainage and etc. and with home ownership – I know like in Savannah when you go into the entryway that got greenery, the a little gazebo, that kind of stuff and this is the same type of thing he is wanting to do with entry of this subdivision. In fact I got a folder here, a couple of them – Mr. Lester I'll give you one of them and I'll pass the other one down the other way. It shows some pictures of some of the houses he builds and he builds a beautiful house and I just think that it would be ashamed that if we would start telling the developers that no, you can't build affordable houses in southwest Shreveport and so they will say, okay well we will go to Bossier because they will welcome us over there and we are just going to shoot ourselves in the foot. I guess in a real world it would be nice if they never develop a subdivision next to New Castle but in reality we know that sooner or later that is going to happen, so in my opinion if we got a developer that will build a decent looking house and something that is affordable in the

market share, well amen, and you know on the other side of New Castle where it starts to being land and on cross the street where the old Summer Grove Baptist Church where there still is a lot of vacant land, the market may change in five years and they may come back in there and build bigger houses and then again the market could get worst and they may still want to keep continuing to build those size houses but I just think it would be wrong for us not to allow this to do this. Chase, would you come up for a few minutes. I don't know how to pronounce your last name. Is it Mr. Hoffpauir or -- did I ? Okay, well I had never met Chase until this all came up and if ya'll will remember this came before the council two months ago, three months ago, four months ago and I postponed it. There was nobody here in opposition although I knew there were people here that were in opposition of it and I really didn't even want to try to bring this to a vote without having what we had today because in all fairness for the people also. And I can say this in my twelve years as an elected official this has been one of the toughest decisions I have ever really had to make on a zoning case because I have never and I say I have never, gone against the grain of that many people that signed a petition. But I really, really feel that strongly that what you are going to do is not going to hurt the community and I think five years down the road that will be a proven fact. One of the things that I talked to you about Chase , was there was a lot of talk about the 1100 sq. ft. houses in the community and I looked at your plan, the Roosevelt Plan as you call it, I think you got 24 site plans, something along those lines. Anyway you got some small homes – I said I was going to give a long detail message, so I'm giving it. You had your time to talk today so I'm going to talk today.

Mr. Shyne: I'm smiling cause I never heard you talk this much.

Mr. Webb: Thank you, I appreciate it but when I get wind up I can – when I have a passion about something I will speak – but I have an agreement with Chase and I have a letter from him with company letterhead on it that he won't build that particular style home in this development. And I also – I told Chase that I really felt that if he is going to call his subdivision New Castle then he should go by a New Castle covenant and you are in agreement to change the name to not call it New Castle.

Mr. Hoffpauir: Phase 15, you had ask me to not do New Castle and I said we would do a different name.

Mr. Webb: I really want you to do that. Hopefully, one day it has always been my theory on that I would love for you to make that a gated community but I know you said you would do that maybe at a later date and most of the time when they do up front it just doesn't happen but I would love to see that but I'm not going to hold that against but I looking here at your Raven Wood that is 1278 sq. ft. and it is a \$149,200 you probably got a picture of that in that magazine if you look at it. But – what kind fence did the MPC require you to put up on the back side of the – around the outer edge of the property?

Mr. Hoffpauir: They have none.

Mr. Webb: There is no fence restriction on that at all?

Mr. Hoffpauir: None.

Mr. Webb: What are your plans on that?

Mr. Hoffpauir: On the back part that goes to New Castle Drive?

Mr. Webb: No, on the whole perimeter of the property?

Mr. Hoffpauir: The project on Bert Kouns?

Mr. Webb: Yes.

Mr. Hoffpaur: Well, we haven't gotten that far. I mean reality we are not going to be building homes there until another year. This Raven Wood at \$149,000 today is going to be a \$159,000 in a year all things the same but as the fence, the fence is similar to our other projects and I have got pictures here. I mean in Legacy we put out a kind of Kentucky split rail fence. New Castle we have got – not New Castle, River Brook we have a rock and wrought iron – from Bert Kouns is going to be where we are showing our subdivision. We will have a nice fence there.

Mr. Webb: Well, is your intent to have a neighborhood association and you are going to maintain the property or who is going to maintain cutting it and –

Mr. Hoffpaur: Our homeowners will.

Mr. Webb: Your homeowners association will and that is what you have in Savannah?

Mr. Hoffpaur: Yes.

Mr. Webb: I know it's been there for four years and I have been over there three times already trying to catch the grass being high and it is not.

Mr. Hoffpaur: You won't. We will have – I mean people take pride ownership in our communities and we make sure that they follow the covenants cause we sell homes in there and we want it to look nice, the neighbors want it to nice.

Mr. Webb: Well, for some of the council members, what would you like to tell them about your company and what you build and what you are wanting to do so they might like you a little better.

Mr. Hoffpaur: Well, you know, Southern Home Builders, we have been in business since 1994. We are the largest home builders in Shreveport and Bossier. You know last year we built 156 homes. Our closest competition built 42. We pride ourselves, we got a 90% customer satisfaction rate, meaning when we close we survey our customers based on their experience with us, the process and 97% say they will recommend us to a friend and a family member to build them their home and that they will build their next home with us. We are successful because we do a good job, we build a good home. We look at if this project is an opportunity to in a way offer west Shreveport something that it needs. We looked at the market and said there is a need there and we had the opportunity to buy the last two phases of New Castle and we bought it, we have already spent money, we are already starting Phase 14 and 15 the market tells us the similar product that we have done in Savannah Place and we continue to do at Legacy is going to work there. And in Legacy, for an example, we have got these type homes that range from 1200 sq. ft. to 1600 sq. ft. at a sub-neighborhood called Redwood Place. Then we got Bell Rose which is right next to it 1500 to 2000 sq. ft. and then we have got Cattail 2100 to 3500 sq. ft and that is all of our product. We are putting \$400,000 homes within (inaudible) from a \$150,000 home and it doesn't affect us, it helps. Everybody is talking about property values, in our Raven Wood at 1290 sq. ft at \$149 a foot is a \$116 a foot. There is not a house in New Castle that is more than \$105 a foot, so that small house priced per sq. ft. brings up that larger home and it adds value to every comp out there for everybody trying to sell their home right now. So, that said, I mean, I don't know how I can gain your trust –

Mr. Webb: I'll yield to if any councilman have any questions, maybe they have something else they would like to ask you.

Mr. Long: Let's vote.

Mr. Webb: Okay.

Mr. Shyne: I have one thing before the vote. The first one is, I have never heard Ron talk as much he talked. I didn't know he could talk. I thought the cat had his tongue.

Mr. Webb: No. I just talk when it is important.

Mr. Shyne: The second – and Ms. Gardner is sitting there saying this is going to be very important because they got a lot of voters out there – right, tell him again Ms. Gardner.

Mr. Webb: I understand that and they may not vote for me next time but you know what, I'll just let the Lord handle that.

Mr. Shyne: All those people who are moving to Bossier they are living in a half a million to a million dollar houses up. I haven't seen any – I have been to a lot of subdivisions out in Bossier that they are building, I haven't seen any of those little houses out there yet.

Mr. Webb: They got them. They are all over

Mr. Shyne: Maybe they are coming. I did know this was a thing where everybody was going to be talking. If everybody –

Mr. Walford: I thought it was just going to be you.

Mr. Shyne: That's what I thought too. I'm sorry but I'm going to have to vote with the residents in that area. You know, maybe I'm wrong but you know my commitment has always been to the people that live within a particular neighborhood. I'm glad to you all out fighting for what you think is right and I happened to agree with you because I agree with those people that live in that particular neighborhood know about what they want and need in the neighborhood then anybody else. So, my vote will be a "no" vote. There's nothing personal, there's nothing against the business community and it's nothing against my good friend Ron Webb because we agree on most things. This just happen to be one of the things that we disagree on and I just happen to agree with the people that live in the community out there and who have a right to want to preserve a certain amount of integrity within their neighborhood, who are concerned about their property value because that is the biggest investment that you are going to make, most of you all. Because most of you all are not able to invest in businesses and most of you all are not concerned about maybe being on development away from having a big store to come out there and kind of be a good business. So, I'm sorry but you all have my vote. I have to support the people in the neighborhood.

Mayor Glover: I just wanted to say this for the record since my office has received numerous calls with regards to this matter, one of which came from my good friend and former colleague, Representative Ernest Baylor and I heard the young lady there mention his name as well. And I just wanted to say that there have been quite a few calls and quite a few folks who have expressed concerns about this situation and I wanted to let it be known. I think that you all received the same email from Representative Baylor that I got. I got others as well but I wanted to make sure that Representative Baylor's position was in the records since I think that some part of his district or something may have some impact with what is happening with this particular area and this particular district. And I also would commend the developers and Councilman Webb for apparently negotiating some agreement to change the name from New Castle based upon the fact that, that was one of the biggest objections that I heard from some of the folks who called me that they felt that it was an attempt to try and somehow create an impression that this was an organization or rather a development rather that was consistent with the covenants that were in place for New Castle when in fact they would not be that but I just wanted to say that for the record and look forward for you all's vote.

**Motion approved by the following vote: Ayes: Councilmen Walford, Long, Wooley, and Webb. 4. Nays: Councilmen Lester, Shyne, and Bowman. 3.**

*The adopted ordinances and amendments follow:*

**ORDINANCE NO. 117A OF 2007**

**AN ORDINANCE AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY TO STUDIO OPERATIONS, L.L.C., AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

WHEREAS, the City of Shreveport ("City") is the owner property described in Attachment "A", together with any/all improvements located thereon; and

WHEREAS, the property is located in an area identified by City for revitalization and economic development; and

WHEREAS, at this time, the property is not needed by City for a public purpose; and

WHEREAS, development of the film, movie, and arts industries within the city and surrounding areas has resulted in a significant positive impact on the City's economy. Tourism officials conservatively estimate that to date, the combined economic impact of these industries conservatively exceeds \$50,000,000.00 and is anticipated to increase over the next few years; and

WHEREAS, Studio Operations, L.L.C. ("Studio Operations") proposes to construct a state of the art movie and film production studio within the City of Shreveport on the City-owned property described in Attachment "A"; and

WHEREAS, development of the property for this purpose would jump start City's efforts to stimulate economic, residential, industrial and other development in an otherwise blighted area of the city; and

WHEREAS, the company desires to lease from City and City desires to lease to the company the property described in Attachment "A" for purposes of construction, development, operation, creation and operation of a film and movie studio and related purposes subject to the terms and conditions contained in the attached Lease Agreement; and

WHEREAS, the Lease Agreement proposes an initial term of thirteen (13) years with an option to renew for one (1) additional fifteen (15) year term; and

WHEREAS, the Lease Agreement also proposes rental payments in the amount of \$1,200.00 annually plus other good and valuable consideration during the initial term and the renewal term of the Agreement; and

WHEREAS, City has determined that Studio Operation's use of the property for the purpose(s) stated herein will have a significant positive economic impact upon the City of Shreveport, including the promotion of employment, the promotion of the film, movie, and arts industries within the City of Shreveport, and general stimulation of economic, residential, industrial and other development in an otherwise blighted area of the City, the value of such development having been considered by City in entering this Lease Agreement; and

WHEREAS, the company has requested and City desires to lease the said property to the company for the purpose(s) stated herein subject to the terms and conditions set forth in the Lease Agreement attached hereto and made a part hereof; and

WHEREAS, City declares and confirms that the Lease Agreement is for a public purpose as defined in the Lease Agreement, including purposes which induce and encourage the location of an industrial enterprise within the City of Shreveport and the State of Louisiana as provided under Article VI § 21 of the Constitution of the State of Louisiana and constitutes a use of the property for public purposes and a cooperative endeavor between City and Studio Operations for

a public purpose as provided under Article VII § 14( C) of the Constitution of the State of Louisiana;

WHEREAS, LSA-R.S. 33:4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened, that the City of Shreveport is hereby authorized to lease the property described in Attachment "A" to Studio Operations, L.L.C., for purposes of construction, development, creation and operation of a film and movie production studio substantially in accord with the draft of the Lease Agreement filed herein for public inspection in the Office of the Clerk of Council on July 10, 2007.

BE IT FURTHER ORDAINED that the Mayor is hereby authorized to execute any and all documents on behalf of the City of Shreveport relative to the authority granted in the preceding paragraph.

BE IT FURTHER ORDAINED that a certified copy of the lease authorized herein and all Exhibits attached thereto, or an extract thereof, shall be filed and recorded in the conveyance records of Caddo Parish, Louisiana.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end, the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

### **Amendment No. 1 to Ordinance No. 117A of 2007**

**-Amend the 8<sup>th</sup> "WHEREAS" paragraph in the Ordinance to now read as follows:**

"WHEREAS, the Lease Agreement proposes an Initial Term of fifty (50) years with an option to renew the Lease Agreement for two (2) additional terms of approximately twenty-four (24) years each; and"

**Explanation of Amendment:** Evidences the proposed change of the term of the Lease Agreement from an initial term of thirteen (13) years with an option to renew for one (1) additional fifteen (15) year term to an initial term of fifty (50) years with an option to renew for two (2) additional terms of twenty-four (24) years each.

**-Amend Section 1 of the Lease Agreement to now read as follows:**

### **"1. GRANT OF USE/OTHER PROVISIONS**

A. Grant of Use. In consideration of the covenants and agreements made by the respective parties hereto, Lessor devises and leases to Tenant and Tenant accepts and leases from Lessor the exclusive right and privilege to use, enjoy and occupy the Lease Premises described in Attachment "A", of this Lease Agreement together with all improvements located thereon, the same being located in Shreveport, Caddo Parish, Louisiana for the purposes stated herein. Lessor warrants that it has good and merchantable title to the Leased Premises and is authorized,

through its duly authorized representative and applicable provisions of law, to execute this Lease Agreement with Tenant.

B. Permitted Use. The Leased Premises shall be used by Tenant for the construction, development, creation and operation of a film and/or movie production studio and/or activities and uses related thereto, including but not limited to activities and uses which promote, produce, support and/or develop the film and movie industry in the City of Shreveport and surrounding areas and activities and uses which qualify for motion picture investor tax credits under Louisiana Revised Statute 47:6007, et seq., hereinafter collectively referred to as “permitted use”, all of which uses shall be subject to the terms and conditions of this Lease Agreement.

The parties acknowledge, understand and agree that this Lease Agreement contemplates a lease by Lessor of the undeveloped immovable property described in Attachment “A” and that Lessor shall provide only those services or perform only those obligations specifically provided for in this Lease Agreement or as may be agreed to in writing by Lessor from time to time throughout the Initial Term or any Renewal Term of this Lease Agreement. All other services or obligations not specifically provided for herein shall be the responsibility of or be performed by or on behalf of Tenant. The parties further acknowledge, understand and agree that Lessor shall retain title to and ownership of the Leased Premises and all benefits and burdens of ownership of any such property shall remain with Lessor during the Initial Term or any Renewal Term of this Lease Agreement. Notwithstanding any provision of this Lease Agreement to the contrary, Lessor and Tenant mutually acknowledge, understand and agree that any/all improvements constructed by, on behalf, or for the benefit of Tenant pursuant to the terms of this Lease Agreement shall constitute a separate immovable in accordance with applicable provisions of Louisiana law.

C. Expression of Intent to Acquire Additional Property. Lessor and Tenant acknowledge and agree that the long term viability of the project necessitates expansion of Tenant’s operations onto additional property in excess of the 6.7 acres, more or less, described in Attachment “A” of this Lease Agreement. The parties further acknowledge and agree that construction and development of any permitted use will occur in phases throughout the collective Term of this Lease Agreement. The first phase of such development (“Phase I”) will occur on property described in Attachment “A” of this Lease Agreement. Lessor covenants and agrees to use its best effort to acquire, by purchase or otherwise, title to an additional thirteen (13) acres of property (“additional property”), more or less, located or situated adjacent to the Leased Premises for use and development by Tenant for any permitted use within twenty-four (24) months of the date of execution of this Lease Agreement. The foregoing provision notwithstanding, Tenant acknowledges and agrees that Lessor shall incur or assume no liability to Tenant, or its successors or assigns for Lessor’s inability to acquire all or a portion of the additional property.

Tenant shall have a right of first refusal to lease the additional property. Tenant acknowledges, understands and agrees that upon the exercise of such right, acquisition, use and development of the additional property shall be in accordance with applicable provisions of law and in accordance with terms and conditions contained in a subsequent Lease Agreement

executed by Lessor and Tenant relative to acquisition, use and development of such additional property or in an amendment to this Lease Agreement.

Tenant shall notify Lessor in writing of its intention to develop the additional property within thirty-six (36) months of the date of execution of this Lease Agreement. The notice shall also contain, at a minimum, detailed information on Tenant's construction schedule, construction budget and other information as may be reasonably requested by Lessor. Barring receipt of such notice, Lessor shall be under no obligation to reserve the additional property for Tenant's use."

**Explanation of Amendments:**

1. Section 1 (B) – Designates improvements constructed by or on behalf of Tenant as separate immovable and as such, the separate property of Tenant.
2. Section 1 (B) – Adds provision that expresses Lessor's intention to acquire additional property for use and development by Tenant for the purposes stated in the Lease Agreement, a provision that Lessor shall incur no liability to Tenant for Lessor's inability to acquire all or a portion of the additional property, and a provision that grants Tenant a right of first refusal for use of such property.

**-Amend Section 2 of the Lease Agreement to now read as follows:**

**“2. TERM/NOTICE OF INTENTION TO ACQUIRE  
TITLE TO LEASED PREMISES”**

“A. Initial Term. Except as otherwise provided in Section (2)(C) of this Lease Agreement, the Initial Term of this Lease Agreement shall commence on the day following the execution of this Agreement by Lessor and Tenant (“Commencement Date”) and shall end at 11:59 p.m. on December 31, 2057 (“Termination Date”) unless sooner canceled or terminated as hereinafter provided.

B. Renewal Term. Provided Tenant is not in default of any of the terms and conditions of this Lease Agreement and except as otherwise provided in Section (2)(C) of this Lease Agreement, Tenant shall have the option to renew this Agreement for two (2) additional terms as follows:

(i) The First Renewal Term shall commence at 12:00 a.m. on January 1, 2058 and shall end at 11:59 p.m. on December 31, 2082.

(ii) The Second Renewal Term shall commence at 12:00 a.m. on January 1, 2083 and shall end at 11:59 p.m. on December 31, 2106.

The option to renew the Lease Agreement for any Renewal Term shall be deemed exercised unless the party desiring to terminate the Lease Agreement shall provide written notice to the non-terminating party of its intention to terminate the Lease Agreement no later than January 1 of the final year of the then current lease term in which case, the termination shall become effective on December 31 of the year in which written notice is given.

C. Public Purpose Revocation. The foregoing provisions notwithstanding and pursuant to Section 2.03 (a) of the Charter of the City of Shreveport, as amended, Lessor and Tenant stipulate that this Lease Agreement shall be revocable by Lessor at any time a public use of the Leased Premises shall be found to exist by the Shreveport City Council. Lessor's election to terminate this Lease Agreement for this cause prior to the expiration of the Initial Term or any Renewal Term of this Lease Agreement shall obligate Lessor to compensate Tenant, at fair market value, for the cost of all improvements constructed on the Leased Premises by or on behalf of Tenant pursuant to the terms of this Agreement. For purposes of this Section 2 (C) of this Agreement, the term "improvement(s)" shall be as defined in Section 5 (C) of this Lease Agreement. Revocation of this Lease Agreement upon declaration of public use shall be exercised by Lessor as follows:

(i) Lessor shall provide written notice to Tenant of such revocation at least three hundred sixty-five (365) days in advance of the effective date of such revocation in which case, the effective date of any such revocation shall be on the expiration date of the Initial Term or any Renewal Term of this Lease Agreement as provided hereinabove.

Tenant shall have no right to claim, nor shall Lessor have any obligation to pay any reimbursement, set-off or damages to Tenant for any period of time remaining under any Renewal Term of this Lease Agreement and Tenant's failure to include a public purpose revocation clause in any contract, subcontract, purchase order, agreement or any other document or writing relating to this Lease Agreement shall not subject Lessor to liability for any reason or any cause which may result from Lessor's revocation of this Lease Agreement for this cause and pursuant to the provisions of this Section of the Lease Agreement.

Notice of revocation of this Lease Agreement for this cause shall be given to Tenant in accordance with Section 17 of this Agreement.

D. Notice of Intention to Acquire Title to Leased Premises. Lessor and Tenant acknowledge and agree that Tenant reserves the right at any time during the Initial Term or any Renewal Term of this Lease Agreement to notify Lessor in writing of its desire to obtain title to the Leased Premises. Upon receipt of such notice, Lessor shall immediately initiate procedures for the sale of such property by competitive bid in accordance with applicable provisions of state law and local ordinance."

**Explanation of Amendments:**

1. Section 2 (A) – Increases the initial term and the renewal term of the Lease Agreement from thirteen (13) years with an option to renew for one (1) additional fifteen (15) year term to an initial term of fifty (50) years with an option to renew for two (2) additional terms of twenty-four (24) years each.
2. Section 2 (B) – Adds provisions relative to the number of years and number of each renewal term and adds procedures and requirements for written notice by the party desiring to terminate the Lease Agreement at the end of any Renewal Term to non-terminating party.

3. Section 2 (C )

(a) Adds language to compensate the Tenant, at fair market value, for the cost of improvements constructed by or on Tenant's behalf on the Leased Premises in the event the Lease Agreement is revoked by Lessor for a public purpose.

(b) Defines "improvements" as provided in Section 5 ( C ) of the Lease Agreement.

4. Section 2 (D) – Adds provisions which grant Tenant the right at any time during the Initial Term or any Renewal Term of the Lease Agreement to notify Lessor in writing of its desire to purchase the property and provisions for sale of property pursuant to applicable provisions of law.

**-Amend Section 4 of the Lease Agreement to add Paragraph 3 to read as follows:**

**4. CONDITION AND USE OF THE LEASED PREMISES**

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"Lessor represents that to the best of its knowledge, information and belief, there are no known environmental or hazardous conditions present on the Leased Premises on the effective date of this Lease Agreement."

**Explanation of Amendment:** Add a provision expressing Lessor's belief that the Leased Premises is free of environmental or hazardous conditions on the effective date of the Lease Agreement.

**-Amend Section 5 (C ) of the Lease Agreement to now read as follows:**

**5. "ALTERATIONS TO LEASED PREMISES/DISPOSITION OF IMPROVEMENT(S)"**

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C. Lessor and Tenant agree that upon expiration or termination of this Lease Agreement for reasons contained hereinbelow, any/all improvements, as the term is defined in Section 5 (C ) of this Lease Agreement, constructed by Tenant or on Tenant's behalf during the Initial Term or any Renewal Term of this Lease Agreement shall be disposed as hereinafter provided:

(i) In the event the Lease Agreement is terminated by Lessor for any reason or caused contained herein, Tenant shall be permitted to sell, donate or otherwise convey or transfer Tenant's interest in any improvement(s), as the term is defined in Section 5 (C ) of this Lease Agreement, to any third party within one hundred eighty (180) days of receipt of written notice of Lessor's intention to terminate this Lease Agreement for such cause or, such improvement(s) shall be deemed to be abandoned to Lessor without any obligation by Lessor for payment of

same to Tenant. Tenant acknowledges, understands and agrees that the sale, donation or conveyance of any such improvement(s) shall be subject to Lessor's prior written consent, which consent shall not be unreasonably withheld, in which case, use of such improvement(s) by the approved third party shall be limited to the permitted use(s) as provided in Section 1 (B) of this Lease Agreement or as otherwise approved by Lessor.

(ii) In the event the Lease Agreement is terminated by Tenant for any reason or cause contained herein, Lessor shall compensate Tenant for the fair market value of any/all improvements, as the term is defined in Section 5 (C) of this Lease Agreement, constructed by Tenant or on Tenant's behalf during such term in which case, title to such improvements shall be conveyed to Lessor free and clear of any/all mortgages, liens or other encumbrances. Tenant agrees to execute any/all documents required by law or requested by Lessor evidencing such conveyance.

Lessor and Tenant mutually acknowledge, understand and agree that for purposes of this section of the Lease Agreement, the term "improvement(s)" shall be limited to buildings permanently attached to the ground.

**Explanation of Amendments:**

a) Adds provisions relative to disposition of the improvement upon expiration of any Term of the Agreement or upon termination of the Agreement for cause by Lessor or Tenant.

b) Adds language which restricts the definition of "improvements" for purposes of this section of the Agreement to buildings permanently attached to the ground.

**-Amend Section 6 of the Lease Agreement to now read as follows:**

**6. INDEMNITY AND HOLD HARMLESS**

"Each party to this agreement undertakes, agrees and does hereby indemnify, defend, and hold the other party, its officers, agents, servants and employees harmless from and against any and all claims, demands, losses, suits, damages, judgments, cost and expenses whether direct, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, and court costs and expenses, for injury, including death and personal injury and/or property damage, and/or any other loss or damage of whatever nature or kind, arising out of, in connection with or resulting from the performance of any work or services under this Agreement by the indemnifying party and caused in whole or in part by any act, error, or omission of the indemnifying party, its officers, agents, servants, employees or any other person or organization performing directly with such indemnifying party."

**Explanation of Amendment** – This amendment would make the provisions of this Section reciprocal for all parties.

**-Amend Section 11 of the Lease Agreement to now read as follows:**

**11. RIGHT OF ENTRY**

“With the exception of any improvement constructed on the Leased Premises, Lessor, its agents, officers or assigns, shall have the right to enter upon the Leased Premises at any time throughout the Initial Term or any Renewal Term of this Lease Agreement for the following purpose(s):

\*\*\*

Lessor shall provide Tenant with at least twenty-four (24) hour advance notice of its intention to exercise the rights granted herein.”

**Explanation of Amendment** – This amendment would provide for twenty-four (24) hour advance notice to Tenant of Lessor’s intention to exercise a right of entry upon the Leased Premises.

**-Amend Section 12 of the Lease Agreement to now read as follows:**

**12. TERMINATION**

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“Subject to the provisions below and except as otherwise provided herein, this Lease Agreement may be terminated by Lessor or Tenant as follows:

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**B. Termination for Cause:**

(I) Lessor may terminate this Lease Agreement in whole or in part should Tenant fail to utilize the Leased Premises for one or more of the purposes(s) stated in Section 1 of this Lease Agreement for a period of three hundred sixty-five (365) days. Lessor shall provide Tenant with at least sixty (60) days advance written notice of its intention to terminate this Lease Agreement for such cause, and Lessor shall incur no liability to Tenant for such termination. Tenant’s failure to include a clause for termination for this reason in any subcontract, purchase order, agreement or any other document or writing related to this Lease Agreement shall not subject Lessor to liability to any sublessee or other person for any cause whatsoever resulting from or in conjunction with termination for this cause and Tenant expressly waives any damages, delay damages, or indirect costs which may arise from termination of this Lease Agreement in whole or in part for this cause.”

\*\*\*

**Explanation of Amendment** – This amendment increases the time period for written notice of Lessor’s intention to terminate the Lease Agreement for cause from forty-five (45) to sixty (60) days.

**-Amend Section 20 of the Lease Agreement to now read as follows:**

## **20. FORFEITURE OF RIGHTS UPON DEFAULT**

“Upon the termination of this Lease Agreement by either party due to the default of the other party, all rights, powers, privileges and authority granted to the defaulting party under this Lease Agreement shall immediately cease, and the defaulting party waives any and all claims it may have against the other party, its employees, directors, executives, elected or appointed officials, and agents provided such persons are acting within the scope of their duty that may arise as a result of such termination.”

Explanation of Amendment – Expands the protections of this Section to officers, directors, executives and agents of the non-defaulting party.

**-Amend Section 21 of the Lease Agreement to now read as follows:**

## **21. MEDIATION**

“Any dispute between Lessor and Tenant relating to the interpretation and enforcement of their rights, obligations and remedies under this Lease Agreement shall be resolved by mediation in accordance with the following provisions.

With respect to any dispute between Lessor and Tenant that is to be resolved by mediation, Lessor and Tenant shall attempt in good faith first to mediate any dispute and use their best efforts to reach agreement on the matter(s) in dispute. Within ten (10) days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to Lessor and Tenant to conduct such mediation within ten (10) days of the appointment. If Lessor and Tenant are unable to agree on such third person or, if on completion of such mediation, the parties are unable to agree and settle the dispute, the dispute shall be resolved in a court of competent jurisdiction in accordance with the provisions of Section 28 of this Lease Agreement.”

**Explanation of Amendment** – Deletes requirements that disputes between Lessor and Tenant relating to interpretation and enforcement of the Agreement be resolved by arbitration.

**-Amend Section 28 of the Lease Agreement to now read as follows:**

## **28. APPLICABLE LAW/VENUE**

“The parties agree that this Lease Agreement shall be governed by the laws of the State of Louisiana, without reference to conflict of laws provisions.

The parties further agree that the venue of any possible litigation arising under this Lease agreement following mediation shall be in the First Judicial District Court, Caddo Parish, Louisiana or in the federal court having jurisdiction herein.”

**Explanation of Amendment** – Deletes requirement for arbitration prior to commencement of legal proceedings.

## ORDINANCE NO. 118 OF 2007

### **AN ORDINANCE DECLARING CERTAIN ADJUDICATED PROPERTIES TO BE SURPLUS AND TO AUTHORIZE THE MAYOR OF THE CITY OF SHREVEPORT TO SELL THE CITY OF SHREVEPORT’S TAX INTEREST IN CERTAIN SURPLUS ADJUDICATED PROPERTIES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**WHEREAS**, the City of Shreveport has a tax interest in the herein below described properties which have been adjudicated for the non-payment of City property taxes; and

**WHEREAS**, the herein below described properties are not needed for public purposes and should be declared surplus properties; and

**WHEREAS**, the City of Shreveport has received offers to purchase its tax interest in the herein below described properties as indicated below.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport in due, regular and legal session convened that the following described properties are hereby declared surplus:

**BE IT FURTHER ORDAINED**, that the City Council of the City of Shreveport does hereby authorize the sale of its tax interest in the herein below described properties for an amount not less than the offer as indicated below:

**Property No. 1:** Legal Description - Lot 32, Re-Subdivision of Lots 13 to 19 , incl. Blk 4, Fairfield Place , a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 400, Page 231 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#171423-033-0032-00) Municipal Address - 5918 Attaway Street

**AMOUNT OFFERED: \$400.00 APPRAISED VALUE: \$1,500.00 DISTRICT F**

**Property No. 2:** Legal Description - Lot 32 Marston Park, Unit 2, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 150, Page 382 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#171408-011-0032-00) Municipal Address - 4500 Bullen Street

**AMOUNT OFFERED: \$450.00 APPRAISED VALUE: \$2,700.00 DISTRICT A**

**Property No. 3:** Legal Description - Lot 6, Cooperville Subdivision, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 900, Page 19 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#181417-051-0006-00) Municipal Address - 1645 Gilliam Street

**AMOUNT OFFERED: \$360.00 APPRAISED VALUE: \$1,800.00 DISTRICT A**

**Property No. 4:** Legal Description - Lot 25, Re-Subdivision of Lots 10 to 15, incl., Block A, Woodrow Place Subdivision, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 150, Page 396 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#171424-104-0025-00) Municipal Address - 1537 Hollywood Avenue

**AMOUNT OFFERED: \$475.00 APPRAISED VALUE: \$600.00 DISTRICT F**

**Property No. 5:** Legal Description - Lot 17, Block 8, Allendale Heights Subdivision, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 28, Page 767 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#181435-112-0017-00) Municipal Address - 1653 Looney Street

**AMOUNT OFFERED: \$750.00 APPRAISED VALUE: \$2,500.00 DISTRICT A**

**Property No. 6:** Legal Description - Lot 36, of the College Addition, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 650, Page 179 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#171421-017-0036-00) Municipal Address - 3801 Miles Street

**AMOUNT OFFERED: \$600.00 APPRAISED VALUE: \$600.00 DISTRICT F**

**Property No. 7:** Legal Description - Lot 20, Block 13, Parkhurst Addition, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 150, Page 220 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#171415-045-0020-00) Municipal Address - 3046 Syphon Street

**AMOUNT OFFERED: \$1,900.00 APPRAISED VALUE: \$10,500.00 DISTRICT F**

**Property No. 8:** Legal Description - Lot 14, Sophronia Subdivision, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Plat Book 450, Page 427 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon.

(GEO#171423-036-0014-00) Municipal Address - 738 West 63<sup>rd</sup> Street

**AMOUNT OFFERED: \$475.00 APPRAISED VALUE: \$600.00 DISTRICT C**

**BE IT FURTHER ORDAINED**, that the Mayor of the City of Shreveport shall be authorized to do any and all things and to sign any and all documents, including Acts of Cash Sale, in a form acceptable to the City Attorney necessary to effectuate the purposes set forth herein.

**BE IT FURTHER ORDAINED**, that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED**, that all ordinances or parts thereof in conflict herewith are hereby repealed.

#### **ORDINANCE NO. 119 OF 2007**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE OF CITY-OWNED PROPERTY TO TRIUMPH THE CHURCH AND KINGDOM OF GOD IN CHRIST AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, the City of Shreveport ("City") is the owner of the old Atkins Branch Library Building, located at 2709 Hassett Ave. ; and

WHEREAS, at this time, the property is not needed by City for a public purpose; and

WHEREAS, the Triumph The Church And Kingdom of God In Christ church proposes to lease the building and use it for a youth recreational center and a senior citizens' facility; and

WHEREAS, programs for the recreation and development of children and senior citizens in a positive environment will be beneficial to the future of the city and will serve a public purpose; and

WHEREAS, the lease will relieve the city of financial responsibility for the maintenance of the building; and

WHEREAS, the Lease Agreement proposes an initial term of one year with an automatic renewal for successive one year periods until either party notifies the other of its intention not to renew; and

WHEREAS, City declares and confirms that the Lease Agreement is for a public purpose as defined in the Lease Agreement and constitutes a use of the property for public purposes and a cooperative endeavor between City and Triumph The Church And Kingdom of God In Christ for a public purpose as provided under Article VII § 14(C) of the Constitution of the State of Louisiana; and

WHEREAS, LSA-R.S. 33:4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened, that Cedric B. Glover, Mayor is hereby authorized to execute a lease of the property located at 2709 Hassett Ave. to Triumph The Church And Kingdom of God In Christ substantially in accord with the draft of the Lease Agreement filed herein for public inspection in the Office of the Clerk of Council on August 14, 2007.

BE IT FURTHER ORDAINED that a certified copy of the lease authorized herein and all Exhibits attached thereto, or an extract thereof, shall be filed and recorded in the conveyance records of Caddo Parish, Louisiana.

BE IT FURTHER ORDAINED that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

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

#### **ORDINANCE NO. 120 OF 2007**

#### **AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE OF CITY-OWNED PROPERTY TO CALVARY MISSIONARY BAPTIST CHURCH AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, the City of Shreveport ("City") is the owner of the old Hamilton Branch Library Building, located at 2604 Hillcrest Dr.; and

WHEREAS, at this time, the property is not needed by City for a public purpose; and

WHEREAS, the Calvary Missionary Baptist Church proposes to lease the building and use it for educational activities for school aged children; and

WHEREAS, programs for the education and development of children in a positive environment will be beneficial to the future of the city and will serve a public purpose; and

WHEREAS, the lease will relieve the city of financial responsibility for the maintenance of the building; and

WHEREAS, the Lease Agreement proposes an initial term of one year with an automatic renewal for successive one year periods until either party notifies the other of its intention not to renew; and

WHEREAS, City declares and confirms that the Lease Agreement is for a public purpose as defined in the Lease Agreement and constitutes a use of the property for public purposes and a cooperative endeavor between City and Calvary Missionary Baptist Church for a public purpose as provided under Article VII § 14(C) of the Constitution of the State of Louisiana; and

WHEREAS, LSA-R.S. 33:4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened, that Cedric B. Glover, Mayor is hereby authorized to execute a lease of the property located at 2604 Hillcrest Dr. to Calvary Missionary Baptist Church substantially in accord with the draft of the Lease Agreement filed herein for public inspection in the Office of the Clerk of Council on August 14, 2007.

BE IT FURTHER ORDAINED that a certified copy of the lease authorized herein and all Exhibits attached thereto, or an extract thereof, shall be filed and recorded in the conveyance records of Caddo Parish, Louisiana.

BE IT FURTHER ORDAINED that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

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

#### **ORDINANCE NO. 121 OF 2007**

**AN ORDINANCE TO AMEND SEC AN ORDINANCE TO AMEND SECTION 26-301 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE SALE OF THE CITY'S INTEREST IN ADJUDICATED PROPERTY TO AN ADJOINING LANDOWNER AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

WHEREAS, LSA-R.S. 33:4720.41 et seq., permits the City to sell its interest in an adjudicated vacant lot(s) to an adjoining landowner who has maintained the property for a period of at least one (1) year subject to certain conditions; and

WHEREAS, pursuant to such authority, the City has adopted Section 26-301 of the Code of Ordinances; and

WHEREAS, subsection (1) (c ) of the ordinance requires the requesting party to provide affidavits for all adjoining landowners attesting to such party's maintenance of the requested adjudicated vacant lot(s) for the required period; and

WHEREAS, sub-section (3) of the ordinance provides that the sale price for such property shall be fifty (50%) percent of the appraised value of the property, plus the cost of the sale procedure; and

WHEREAS, the City desires to revitalize economically depressed areas by placing such property back into the economic stream of commerce; and

WHEREAS, the amendments proposed to Section 26-301 would further encourage adjoining property owners to maintain such vacant adjudicated property and encourage and stimulate redevelopment and revitalization of their communities thereby reducing the number of adjudicated vacant lots maintained annually by the City and reduce the City's annual cost for such maintenance.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Shreveport, in due, legal and regular session convened that Section 26-301 of the Code of Ordinances of the City of Shreveport is hereby amended and reenacted to now read as follows:

**Sec. 26-301. Sale of interest in adjudicated property to adjoining landowner.**

Notwithstanding section 26-292 or section 26-300, the following procedures shall apply to the sale of the city's interest in properties which have been adjudicated to the city for non-payment of ad valorem taxes, when application is made by an adjoining landowner for a sale under this division:

(1) The mayor is authorized to execute deeds for the sale to an adjoining landowner of the city's interest in an adjudicated vacant lot when the following conditions have been met:

\*\*\*

(c) To apply for the sale of an adjudicated vacant lot under this section, the owner of the adjoining property must produce no fewer than three sworn affidavits attesting to the adjoining landowner's maintenance of the adjudicated vacant lot. One affidavit must be attested to by the adjoining landowner. The other affidavits shall be from owners or lessees of the property in the immediate vicinity of the adjudicated vacant lot. The affidavits must state that the adjoining landowner has maintained the adjudicated vacant lot in accordance with the provisions of section a. of this section. The affidavit of the owner or lessee of the property in the immediate vicinity of the adjudicated vacant lot must also contain a statement that the owner or lessee has been in possession for a period of at least one year of the property owned by the owner or leased by the lessee, and

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BE IT FURTHER ORDAINED that Section 26-301 (3) is hereby amended to now read as follows:

**Sec. 26-301. Sale of interest in adjudicated property to adjoining landowner.**

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(3) The sale price for such sales shall be one dollar and other good and valuable consideration.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

**ORDINANCE NO. 122 OF 2007**

**AN ORDINANCE AMENDING AND REPLACING SECTIONS 74-1, DEFINITIONS OF SOLID WASTE, AND 74-30, OTHER WASTE COLLECTION, AND CREATING SECTION 74-31, RECYCLED PRODUCT COLLECTION OF SOLID WASTE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened that Section 74-1 of the Code of Ordinances for the City of Shreveport pertaining to Definitions of Solid Waste is hereby amended and replaced to read as follows:

**Sec. 74-1. Definitions.**

\* \* \* \* \*

*Recycled Product Collection* means the collection of approved items that can make something new out of something old by changing its chemical or physical properties.

*Recycling, Single Stream* means a recycling process in which materials are collected all mixed together with no sorting required by individual recyclers. So cans and bottles can be recycled together with newspaper, cardboard, etc.

\* \* \* \* \*

BE IT FURTHER ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened that Section 74-30 of the Code of Ordinances for the City of Shreveport is hereby amended and replaced to read as follows:

**Sec. 74-30. Other Waste Collection.**

\* \* \* \* \*

(b) *Small dead animals.* Small dead animals may be set at curbside for collection, provided they are placed in an acceptable container.

(c) *Industrial, hazardous or medical waste.* The city will not collect these waste products. Collection and disposal of these waste products must be handled by methods approved by applicable state and federal regulations.

(d) *Items inadvertently placed for collection.* The city shall not be held responsible for collecting items inadvertently placed at curbside or in acceptable containers.

BE IT FURTHER ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened that Section 74-31 of the Code of Ordinances for the City of Shreveport is hereby created to read as follows:

**Sec. 74-31. Recycled Product Collection.**

(a) *Residences and commercial establishments.* The Director is authorized to collect and dispose of single stream recycling at residential houses, residences and authorized commercial establishments. Such collections shall be made pursuant to routes established pursuant to Sec. 74-26 of this section for the collection of solid waste and shall occur at the same date/time/frequency as the collection of solid waste.

(b) *Containers.* The city shall provide each residence and authorized commercial establishment with one wheeled cart whose capacity shall not exceed forty-eight (48) gallons. Residents and authorized commercial establishments which generate more recycled product than can be contained in one wheeled cart may be provided an additional cart(s) from the city at no extra charge.

(c) It shall be a violation of this chapter for any person to willfully damage, destroy, remove, or carry away any recycled product container in the city without the consent of the owner thereof. Placement of street numbers on the city-provided carts shall not be considered damage to the container.

(d) It shall be a violation of this chapter for any person other than a duly authorized employee of the city or a private collector to collect, remove, transport, or dispose of material from recycled product containers without the consent of the city.

(e) *Back door collection.* Any residential customers who have been granted back door collection service of solid waste shall place their recycled product containers alongside the solid waste

container. No container used for back door collection shall be located inside a fenced area, inside a garage or carport, on a patio, or inside of any enclosure unless such enclosure is designed specifically for such solid waste/recycled product container.

(f) *Curbside collection.* Except for back door collection customers authorized in Section 74-28 and this section, all commercial customers and residential customers shall set their properly contained recycled product at the curbside or street side not to exceed ten feet from the edge of the curb or street.

(g) Recycled product containers may be set out up to twenty-four (24) hours in advance of the day of collection and must be set out prior to 7:00 a.m. on the day of collection. All curbside containers for recycled product collection shall be removed from the curbside, off of the right of way, no later than 10:00 p.m. on the day of collection.

(h) Effective January 1, 2011, there shall be a mandatory \$2.50 monthly service fee for recycled product collection for all commercial and residential customers that the City provides solid waste collection.

(i) Failure on the part of any resident or commercial establishment to comply with any provision of this section, including failing to recycle in accordance with this section, may subject the owner/occupant to a citation.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**ORDINANCE NO. 123 OF 2007**

**AN ORDINANCE AMENDING AND REPLACING SECTION 94-161 AND SECTION 94-165 PERTAINING TO BILLING AND COLLECTIONS OF UTILITIES AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened that Section 94-161 and Section 94-165 of the Code of Ordinances for the City of Shreveport pertaining to Collection and Disposal is hereby amended and replaced to read as follows:

**Sec. 94-161. Definitions.**

\*\*\*\*\*

*Reuse water* means treated effluent from the city’s wastewater treatment plants that can be used for beneficial purposes, such as watering golf courses, rights of way, development areas, industrial processes, etc. At no time will reuse water be utilized for drinking water.

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**Sec. 94-165. Sewerage charges.**

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(13) *Reuse water charges.* Any user desiring to use reuse water shall contact the Director of the Department of Operational Services to determine the availability of reuse water. If the Director of the Department of Operational Services determines that reuse water is available, the Director

shall then establish a reasonable charge for same based upon the quantity of reuse water consumed.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

#### **ORDINANCE NO. 124 OF 2007**

#### **AN ORDINANCE AMENDING THE 2007 BUDGET FOR THE COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO**

#### **BY:**

WHEREAS, the City Council finds it necessary to amend the 2007 budget for the Community Development Special Revenue Fund, to adjust appropriations and for other purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 166 of 2006, the 2007 budget for the Community Development Special Revenue Fund, is hereby amended as follows:

In Section 1 (Estimated Receipts):

Under "Fiscal Year 2007 Funds":

Increase LAJET by \$38,900 and WIA Grant by \$300,000. Appropriate National Emergency Reserve Grant at \$105,700.

In Section 2 (Appropriations):

Under "2007 Revenues":

In Workforce Development, increase LAJET by \$38,900 and WIA Grant by \$300,000.

Appropriate National Emergency Reserve Grant at \$105,700.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof shall be held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

BE IT FURTHER ORDAINED that all ordinances or portions thereof in conflict herewith are hereby repealed.

#### **ORDINANCE NO. 125 OF 2007**

#### **BY:**

#### **AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY LOCATED ON THE SOUTHEAST CORNER OF WEST 84<sup>TH</sup> STREET AND ST. VINCENT AVENUE, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM I-2, HEAVY INDUSTRY DISTRICT, TO R-2, SUBURBAN, MULTI-FAMILY RESIDENCE DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, Louisiana, in due, legal and regular session convened, that the zoning classification of property

located on the southeast corner of West 84<sup>th</sup> Street and St. Vincent Avenue, Shreveport, Caddo Parish, Louisiana, legally described below, **be and the same is hereby changed from I-2, Heavy Industry District, to R-2, Suburban, Multi-Family Residence District.**

A 18.040 acre M/L tract of land in the N/2 of Section 36, T17N-R14W, Shreveport, Caddo Parish, Louisiana, and more particularly described as follows: Commence at the NW corner of said Section 36, which is monumented with a concrete monument; thence proceed S89°13'51"E along the N line of said Section 36, for a distance of 2837.60 feet to the N/4 corner of said Section 36: thence proceed S00°38'43"W for a distance of 40.00 feet to a point in the S'ly R-O-W line of 84<sup>th</sup> Street and the P-O-B of the tract herein described: thence proceed S89°13'51"E along said S'ly R-O-W for a distance of 284.24 feet to the point of curvature of a curve to the right and a ¾ inch iron rod; thence proceed along said R-O-W curve (having a long chord bearing of S78°07'58"E and a radius of 681.70 feet) for an arc distance of 81.84 feet to a ¾ inch iron rod; thence proceed S74°42'07"E along said R-O-W for a distance of 103.83 feet to the point of curvature of a curve to the left and a ¾ inch iron rod; thence proceed along said R-O-W curve (having a long chord bearing of S81°53'56"E and a radius of 750.70 feet) for an arc distance of 188.60 feet to a ¾ inch iron rod; thence proceed S89°05'45"E along said R-O-W for a distance of 14.65 feet to the intersection of the S'ly R-O-W line of 84<sup>th</sup> Street and the W'ly R-O-W line of Interstate 49 which is monumented with a ¾ inch iron rod; thence proceed S17°43'42"W along said W'ly R-O-W for a distance of 154.91 feet to a ¾ inch iron rod; thence proceed S27°58'25"E along said W'ly R-O-W for a distance of 336.88 feet to a ¾ inch iron rod in then line of Greenbrook Subdivision, Units 1 and 2; thence proceed N89°12'40"W along the N line of said units of Greenbrook Subdivision for a distance of 1602.65 feet to the E'ly R-O-W line of St. Vincent Avenue and a concrete monument; thence proceed N15°21'39"W along said E'ly R-O-W for a distance of 529.64 feet to the S'ly R-O-W line of 84<sup>th</sup> Street and a ¾ inch iron rod; thence proceed S89°13'51"E along said S'ly R-O-W line of 84<sup>th</sup> Street for a distance of 966.95 feet to the P-O-B of the tract herein described, containing 18.040 acres, M/L.

SECTION II: THAT the rezoning of the property described herein is subject to compliance with the following stipulation:

**1. Development of the property shall be in substantial accord with a revised site plan showing the required screening fence on the south property line where it abuts residentially zoned property. This plan shall be submitted to and approved by the Planning Director. Any significant changes or additions shall require further review and approval by the Planning Commission. No permits shall be issued until the revised site plan and/or replatting of lots has been approved by the MPC Director or the Planning Commission.**

C-33-07

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

#### **ORDINANCE NO. 126 OF 2007**

BY:

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY**

**LOCATED ON THE NORTH SIDE OF ALBERT 475 FEET WEST OF YOUREE DRIVE, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM SPI-3-E(B-1) COMMERCIAL CORRIDOR OVERLAY (BUFFER BUSINESS)/ EXTENDED USE DISTRICT LIMITED TO PET GROOMING & LIGHT RETAIL TO SPI-3-E(B-1) COMMERCIAL CORRIDOR OVERLAY (BUFFER BUSINESS)/EXTENDED USE DISTRICT LIMITED TO “BEAUTY SHOP” ONLY , AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, Louisiana, in due, legal and regular session convened, that the zoning classification of of Lots B and C, Plot 107, Broadmoor Subdivision, Unit #1, property located on north side of Albert, 475 feet west of Youree Drive, Shreveport, Caddo Parish, Louisiana, **be and the same is hereby changed from SPI-3-E (B-1), Commercial Corridor Overlay (Buffer Business)/Extended Use District limited to pet grooming & light retail, to SPI-3-E (B-1), Commercial Corridor Overlay (Buffer Business)/Extended Use District limited to “beauty shop” only,**

SECTION II: THAT the rezoning of the property described herein is subject to compliance with the following stipulation:

**1. Development of the property shall be in substantial accord with the site plan submitted with any significant changes or additions requiring further review and approval by the Planning Commission.**

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

#### **ORDINANCE NO.128 OF 2007**

**BY:**

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY LOCATED ON THE SOUTH SIDE OF FLOURNOY LUCAS ROAD AT THE END OF ASHLEY RIVER ROAD, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM R-A, RESIDENCE-AGRICULTURE DISTRICT, R-1D (PUD), URBAN, ONE-FAMILY RESIDENCE (PLANNED UNIT DEVELOPMENT) DISTRICT ,AND R-1C (PUD), SUBURBAN, ONE-FAMILY RESIDENCE (PLANNED UNIT DEVELOPMENT) DISTRICT, TO R-1B (PUD) SUBURBAN, ONE-FAMILY RESIDENCE (PLANNED UNIT DEVELOPMENT) DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, Louisiana, in due, legal and regular session convened, that the zoning classification of property located on the south side of Flournoy Lucas Road at the end of Ashley River Road, Shreveport, Caddo Parish, Louisiana, legally described below, **be and the same is hereby changed from R-A, Residence-Agriculture District, R-1D, (PUD) Urban, One-Family Residence (Planned Unit Development) District, and R-1C, (PUD) Suburban, One-Family Residence (Planned**

**Unit Development) District to R-1B (PUD), Suburban, One-Family Residence (Planned Unit Development) District.**

An E'ly portion of Tract 3 and a W'ly portion of Tract 4 of the F.F. Webb Estates located in theoretical Sections 4 and 9, T16N, R13W, Shreveport, Caddo Parish, LA, more particularly described as: Begin at the south common corner of Tracts 3 and 4 of said F.F. Webb Estates (said point being in the middle of Bayou Pierre), run north along the common line of said Tracts 3 and 4 a distance of 261.03 feet; thence N53°42'38"W a distance of 62.21 feet; thence N52°18'50"W a distance of 202.75 feet; thence N52°22'56"W a distance of 177.96 feet; thence N53°39'32"W a distance of 197.03 feet; thence N47°51'2"W a distance of 44.26 feet to the SE corner of Twelve Oaks Subdivision, Unit #3; thence along the eastern boundary of said Twelve Oaks Subdivision Unit #3 the following 7 courses: N19°56'19"E a distance of 459.52 feet; along the arc of a curve to the left (radius=1947.35 feet, chord=N71°35'7"W 103.57 feet) a distance of 103.58 feet; N16°53'27"E a distance of 237.50 feet; N78°16'44"E a distance of 12.45 feet; N8°22'29"E a distance of 195.56 feet; along the arc of a curve to the right (radius=1595.00 feet, chord=N81°18'26"W 17.71 feet) a distance of 17.71 feet; N9°00'39"E a distance of 220 feet to the NE corner of Lot 140, said Twelve Oaks Subdivision Unit #3, also being the north line of Twelve Oaks Subdivision Unit #3; thence along the northern boundary of Twelve Oaks Subdivision Unit #3 along the arc of a curve to the right (radius=1375.00 feet, chord=N78°54'37"W 99.77 feet) a distance of 99.79 feet to the SE corner of Lot 67, Twelve Oaks Subdivision Unit #2; thence along the eastern boundary of Twelve Oaks Subdivision Unit #2 the following 8 courses: N13°9'58"E a distance of 219.71 feet; along the arc of a curve to the right (radius=1160.00 feet, chord=N76°6'18"W 26 feet) a distance of 26 feet; N14°32'14"E a distance of 178.78 feet; along the arc of a curve to the right (radius=1018.45 feet, chord=N74°36'31"W 22.25 feet) a distance of 22.25 feet; N15°24'43"E a distance of 162.26 feet; N20°11'21"E a distance of 80 feet; along the arc of a curve to the right (radius=204.95 feet, chord=N68°52'29"W 6.70 feet) a distance of 6.70 feet; N15°24'43"E a distance of 178.35 feet to the NE corner of Lot 51, Twelve Oaks Subdivision Unit #2, being on the south line of Charleston Court in Twelve Oaks; thence along said south line of Charleston Court the following 2 courses; along the arc of a curve to the left (radius=597.50 feet, chord=S81°46'41"E 170.89 feet) a distance of 171.48 feet; east 126.60 feet to the common line of Tracts 3 and 4 of F.F. Webb Estates; thence north along said common line a distance of 690.87 feet, also being the east line of said Charleston Court to the centerline of Sand Beach Bayou; thence along said centerline of Sand Beach Bayou the following 20 courses: S59°36'36"E a distance of 72.24 feet; along the arc of a curve to the left (radius=52.88 feet, chord=S87°34'24"E 50.37 feet) a distance of 52.50 feet; N62°34'19"E a distance of 129.14 feet; along the arc of a curve to the right (radius=121.80 feet, chord=N85°23'4"E 96.19 feet) a distance of 98.88 feet; S69°37'26"E a distance of 162.73 feet; S61°3'32"E a distance of 114.44 feet; S44°30'6"E a distance of 105.05 feet; S30°11'19"E a distance of 115.37 feet; S34°48'29"E a distance of 54.06 feet; S52°6'25"E a distance of 93.72 feet; S60°47'31"E a distance of 70.59 feet; S46°28'58"E a distance of 46.78 feet; S35°2'2"E a distance of 107.96 feet; S36°52'45"E a distance of 104.25 feet; S57°20'12"E a distance of 108.01 feet; S63°45'3"E a distance of 98.63 feet; S70°22'49"E a distance of 104.02 feet; S81°58'32"E a distance of 104.76 feet; S87°30'9"E a distance of 107.61 feet; S68°32'23"E a distance of 117.56 feet; S69°1'38"E a distance of 7.39 feet; thence south a distance of 2856.81 feet to the

centerline of Bayou Pierre; thence along said centerline of Bayou Pierre the following 3 courses: S89°20'36"W a distance of 489.51 feet; N78°2'54"W a distance of 747.44 feet; N60°20'22"W a distance of 479.40 feet to the POB; said tract containing 6,127,324 sq. ft. or 140.664 acres.

SECTION II: THAT the rezoning of the property described herein is subject to compliance with the following stipulations:

**1. Development of the property shall be in substantial accord with the site plan submitted with any significant changes or additions requiring further review and approval by the Planning Commission.**

**2. Development of the property shall begin within a period of two (2) years from the date of the adoption of this ordinance and the failure to comply with such stipulation will cause the rezoning herein described to become null and void, and the zoning classification will automatically revert to R-A zoning. (Applies only to portion not located in the city limits of Shreveport)**

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

**1. An application for Site Plan Approval must be submitted to and approved by the Planning Commission. The site plan must indicate detailed information regarding the specific use of the property including, but not limited to; all structures, vehicular ingress/egress, parking, dumpster locations, and landscaping.**

**No permits shall be issued until the Site Plan has been approved by the Planning Commission.**

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

## **ORDINANCE NO. 129 OF 2007**

**BY:**

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY LOCATED ON THE NORTH SIDE OF BERT KOUNS INDUSTRIAL LOOP 300 FEET EAST OF NEW CASTLE DRIVE, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM R-1C, SUBURBAN, ONE-FAMILY RESIDENCE DISTRICT, TO R-1C (PUD), SUBURBAN, ONE-FAMILY (PLANNED UNIT DEVELOPMENT) DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, Louisiana, in due, legal and regular session convened, that the zoning classification of property located on the north side of Bert Kouns Industrial Loop, 300 feet east of New Castle Drive, Shreveport, Caddo Parish, Louisiana, legally described below, **be and the same is hereby**

**changed from R-1C, Suburban, One-Family Residence District, to R-1C(PUD), Suburban, One Family (Planned Unit Development) District.**

A tract of land located in the E/2 of Section 1, T16N-R15W, Shreveport, Caddo Parish, Louisiana. Beginning at the SE corner of Lot 1 of Phase 4 of New Castle Business Park, run S00°04'21"E along the E line of said Section 1 a distance of 1950 feet +/- to the N R-O-W line of Industrial Loop (Bert Kouns) LA Hwy. #526. Said line being the W line of Block A and a portion of Block C of Lambert Industrial Park. Thence run S89°04'06"W along the N R-O-W of said Industrial Drive a distance of about 1,180 feet to a point 235 feet from the center of New Castle Drive, thence run N00°58'10"W a distance of 200.0 feet to the SE corner of Lot 45 of New Castle Subdivision, Unit No. 9; thence run the following four courses along the eastward line of said Unit 9: Thence run N00°55'54"W a distance of 211.78 feet to an angle point; Thence run N44°04'01"E a distance of 870.15 feet to an angle point; Thence run N22°00'38"E a distance of 235.90 feet to an angle point; Thence run N00°02'44"W a distance of 711.86 feet to the S line of Lot 1, New Castle Business Park Phase 4, thence run N89°55'39"E along the S line of said Lot 1, Phase 4, a distance of 492.49 feet to the P-O-B, said tract containing 34.3 acres.

SECTION II: THAT the rezoning of the property described herein is subject to compliance with the following stipulation:

**1. Development of the property shall be in substantial accord with the site plan submitted at the May 2, 2007 Public Hearing. Any significant changes or additions shall require further review and approval by the Planning Commission.**

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

Councilman Walford: Does any Council Member want to bring anything off the table?

**UNFINISHED BUSINESS:**

1. **Ordinance No. 131 of 2006:** Amending certain sections of Chapter 38 of the City of Shreveport Code of Ordinances relative to housing and property standards and to otherwise provide with respect thereto. (*Introduced August 22, 2006 – Tabled November 28, 2006*)
2. **Ordinance No. 204 of 2006:** An ordinance amending the 2006 Budget for the Riverfront Development Special Revenue fund and otherwise providing with respect thereto. (Disparity Study) (A/Lester) (*Introduced November 14, 2006 – Tabled December 12, 2006*)
3. **Ordinance No. 205 of 2006:** An ordinance amending the 2006 Capital Improvements Budget and otherwise providing with respect thereto. (*Introduced November 14, 2006 – Tabled December 12, 2006*)
4. **Ordinance No. 13 of 2007:** ZONING APPEAL – C-101-06: Amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance, the City of Shreveport by rezoning property located on the south side of Bert Kouns Industrial Loop 1500 feet east of Ellerbe Road, Shreveport, Caddo Parish, Louisiana, from R-A, Residence

Agriculture, to B-2 Neighborhood Business District, with PBG (Planned Building Group) approval, and to otherwise provide with respect thereto. (D/Wooley) (*Remanded to MPC February 13, 2007*)

5. **Resolution No. 184 of 2006**: A resolution authorizing the Mayor to enter into, or request the Authority to enter into, one or more Swap Agreements, all in connection with certain outstanding bonds of the City or the Authority and providing for other matters in connection therewith. (*Tabled February 27, 2007*)
6. **PROPERTY STANDARDS APPEAL - HBO070006**: - 1901 Perrin St., Shreveport, LA (A/Lester) Rev. Wilbert L. Malone, 7819 Gideon Street, Shreveport, La 71106 (D/Wooley) (*Postponed April 9, 2007 until October 8, 2007*)
7. **Resolution No. 51 of 2007**: A resolution supporting the Employee Free Choice Act, and to otherwise provide with respect thereto. (*Tabled May 8,, 2007*)

#### **NEW BUSINESS:**

#### **TAXI DRIVER LICENSE APPEAL:**

Mr. Leonard R. Cummings, 6828 Snowmass Street, Shreveport, LA 71119 (Near District G/Bowman) *Yellow Checker Cab, Kings Highway, Shreveport, LA (C/Long) Decision rendered August 13, 2007.*

Councilwoman Bowman: The deal with the Taxi Driver. I need to get that back on the agenda for the next Administrative Conference. The reason being he was late attending our meeting, making it in yesterday.

Councilman Walford: Let me stop you just a minute and ask Ms. Glass to help me out. So she's asking to bring it up for reconsideration. Would that be correct?

Ms. Glass: I think yesterday, you just postponed.

Councilwoman Bowman: No.

Councilman Long: No, we killed it.

Councilwoman Bowman: Because he was not here. And then of course several of them had been instructed to come after 4:00.

Ms. Glass: Then it would be - - - right, a motion to reconsider.

Councilman Walford: Today?

Councilman Shyne: (Inaudible) a majority.

Councilman Walford: It was unanimous, so - - -

Councilman Long: So anybody can bring it up.

Councilman Walford: Well, it has to be on the prevailing side.

Ms. Glass: Well, you can bring it up for reconsideration, if you vote to reconsider, then if you wanted to postpone until a later date, then you could do that.

**Motion by Councilman Bowman, seconded by Councilman Long to reconsider the Taxi Driver License Appeal by Mr. Leonard Cummings.**

Councilman Shyne: Mr. Chairman, the reason why he was late is because his cab broke down.

Councilman Walford: So, the first vote we're going to take is for reconsideration.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

Councilman Walford: Now we're considering the Taxi Driver appeal of Mr. Leonard Cummings:

**Motion by Councilman Bowman, seconded by Councilman Shyne to postpone until August 27, 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne and Bowman. 7. Nays: None.**

**ALCOHOL PERMIT APPEAL:**

Mr. Fernando Maldonado, 1027 Olive Street, Shreveport, LA 71101 (B/Walford) *Olive Street Bistro, 1027 Olive Street, Shreveport, LA 71101 (B/Walford) Decision rendered August 13, 2007.*

**PROPERTY STANDARDS APPEAL:**

**HBO0700089** – 1422 Alston Street, Shreveport, LA (A/Lester); Ms. Mary Edwards, 4322 Tacoma Blvd, Shreveport, LA 71107 (A/Lester) *Decision rendered August 13, 2007.*

**HBO0700118** – 1730 Martin Luther King Dr, Shreveport, LA (A/Lester); Mr. Eurillie Lee Perkins, Sr., 535 E. 67<sup>th</sup> Street, Shreveport, LA 71106 (C/Long) *Decision rendered August 13, 2007.*

**HBO0700121** – 2804 ½ Emery Street, Shreveport, LA (G/Bowman); Mr. W. T. Ragler, 2804 Emery Street, Shreveport, LA 71109 (G/Bowman) *Decision rendered August 13, 2007.*

**HBO0700128** – 1500 Block of Looney Street, Shreveport, LA (A/Lester) Mr. Raed Gazawansh, 1803 Hollywood Ave, Shreveport, LA 71108 (F/Shyne) *Decision rendered August 13, 2007.*

**HBO0700134** – 2006 Looney Street, Shreveport, LA (A/Lester); Mr. Charles L. Thomas, Jr., 4906 Daniel Place, Shreveport, LA 71109 (F/Shyne) *Decision rendered August 13, 2007.*

**HBO0700137** – 1919 Walnut Street, Shreveport, LA (A/Lester); Ms. Ethel J. Reed, 4745 McDaniel Drive, Shreveport, LA 71109 (F/Shyne) *(Postponed until August 27, 2007)*

**MPC APPROVAL:**

ZONING – BAC-42-07: 5311 South Lakeshore Drive, Kathleen and Klint Brazzel, property located on the north side of S. Lakeshore Drive, 400 feet NW of Maurice. (A/Lester) *(Postponed July 24, 2007)*

**Motion by Councilman Lester, seconded by Councilman Shyne to uphold the decision of the Zoning Board.**

Councilman Webb: Which Zoning case or which one we're doing?

Councilwoman Bowman: These are on the horses.

Councilman Lester: The horses.

Councilman Webb: Oh, okay.

Councilman Walford: Any other discussion?

Councilwoman Bowman: I would like for you to just explain to Councilman Webb what we're doing.

Councilman Webb: Thank you Joyce.

Councilwoman Bowman: You're welcome.

Councilman Walford: Zoning Board of Appeals voted to deny the special exception to allow the horses. Mr. Lester's motion is to uphold that decision.

Councilman Webb: So, a yes vote means the horses go, and a no vote means the horses stay.

Councilman Lester: Exactly.

Councilman Webb: Okay. I got it.

**Motion denied by the following vote: Nays: Councilmen Long, Wooley, Webb, and Bowman. 4. Ayes: Councilmen Lester, Walford, and Shyne. 3.**

Councilman Walford: Ms. Glass, I think we need another motion.

Ms. Glass: You have failed to uphold the decision, so you really need another motion to actually make a decision.

Councilman Lester: My motion is to uphold the ZBA.

Councilman Walford: I'll second it.

Councilman Shyne: It takes five votes, doesn't it?

Councilman Lester: No, it takes five votes to overturn the ZBA.

Ms. Glass: No, on a ZBA appeal it doesn't take five either way.

Councilman Shyne: It doesn't?

Councilman Walford: So, it's a simple majority.

Councilman Lester: Alright.

Councilman Walford: So Mr. Lester's made a motion which I will second to uphold the decision of the ZBA.

**Motion by Councilman Lester, seconded by Councilman Walford to uphold the decision of the ZBA.**

Councilman Long: I'd like to put a substitute motion in please.

Councilman Walford: Okay.

Councilman Long: I move we allow the horses as - - -

Councilman Walford: Well to correctly state the motion, you would be to overturn the decision of the ZBA and allow the horses.

**Substitute motion by Councilman Long, seconded by Councilmen Bowman and Webb to overturn the decision of the ZBA, and allow the horses to stay.**

Councilman Webb: Are we voting on the second motion first?

Councilman Walford: No, that was a subsidiary motion which took the place of the other motion.

Councilman Webb: It replaces it? Okay.

**Motion approved by the following votes: Ayes: Councilmen Long, Wooley, Webb, and Bowman. 4. Nays: Councilmen Lester, Walford, and Shyne. 3.**

ZONING - C-47-07: Property located on the south side of Alkay Drive 770' west of Mansfield Road. (E/Webb) (MPC Approval in a B-3 District, No Ordinance required, to be considered July 24, 2007) (*Postponed July 24, 2007*)

**Motion by Councilman Webb, seconded by Councilman Long to uphold the decision of the MPC.**

Councilman Webb: Yes, I'll talk on that one also.

Councilman Walford: Go ahead Mr. Webb. Thank you.

Councilman Webb: This has been another controversial issue out in our district, and my dear friend there sitting on the front row, I know she's in opposition of it, and we had a meeting with a couple of the neighborhood people that live there or have property there on Sierra, and we met with MPC, and the City Engineers, and we discussed this piece of property. And if you're not familiar with where it is, this is across the street from Lowes on the side of it, behind the Popeyes Chicken on Mansfield Road. A few years back they developed a Military Processing Center there, and after that particular piece of property was developed, the homeowners there basically got a bad taste in their mouth from the developers I guess because they promised a lot of things that they were unable to really fulfill because of South Park Mall closing and Monjunis closing and Olive Garden and etc. and so they were kind of scraping along there trying to get back on their feet and they never were able to develop that land. And if you were to go out there and look at that piece of property, it is down hill and there is no - - - anytime it rains, their property is going to flood or get water in their yard or even up in the first part of their home. I know I talked at great lengths with the engineering department about the flood. And if we never build anything on this property, what we have is just going to continue to happen. And after great discussion with the City Engineers and looking at the site plan and what they're planning on doing in putting retention ponds in there, I feel that this is only going to improve the situation. I truly do, and I know they are going to put you up a brand new fence all the way across the back, and is that not correct? I may be wrong Mr. Kirkland, but it's - - - I really don't see this piece of - - - whatever they put there is going to wind up enhancing the flood problem. It's not to say that if we - - - if Mike Strong told me we get one of the big 4 or 5 inch rain in two hours, they still going to get water, no matter what's built there. It's probably no way around that. About the only thing you might be able to do with your property would be to go in there and down slope it away from your house a little bit. That might be something you might have to look at doing down the road. But anyway, I'm in favor of this development and putting something else in that community.

Councilman Shyne: Mike, is it any kind of way, is it anything that could be put in there to keep that water from coming down on those people?

Mr. Strong: Mr. Shyne, the development that is going in there is actually going to have to meet the 100 year flood. By doing that, that is going to keep the water actually off of them. If it's left the way it is in it's natural state, water is going to continue to come. But this is addressing, having a new fence, and the new drainage system that's going to go all the way across the property on the backside, should pull the water in there, increasing the impoundment by almost double. So, its definitely going to take more water in of that. So that should help on all of the smaller rains that they're seeing now.

Councilman Shyne: Did you explain that, I mean has that been explained?

Mr. Strong: This was at the meeting that we held - -Mr. Kirkland, the MPC staff, myself and my staff was there along with Councilman and Ms. Strickland, and others and also with the developer on that.

Councilman Shyne: Okay.

Councilman Walford: Other comments? One brief one from the Chair. I'm voting with you Mr. Webb. Mr. Lester can tell you that I consistently to uphold MPC and ZBA.

Councilman Shyne: I'm voting with Ron, because I like Ron.

**Motion approved by the following vote: Ayes: Councilmen Walford, Long, Wooley, Webb, and Shyne. 5. Nays: Lester, and Bowman. 2.**

ZONING C-60-07: Property located on the north side of Edgemont 690 feet east of Line Avenue, Shreveport, LA (C/Long) *Mr. & Mrs. Richard Elliott*, 651 Southfield Road, Shreveport, LA (C/Long)

ZONING. C-62-07: Property located on the southeast corner of MacArthur and East 70<sup>th</sup> Street (D/Wooley) (*MPC Approval in a B-2, Neighborhood Business District for automobile sales*)

**Motion by Councilman Long, seconded by Councilman Webb to uphold the decision of the MPC.**

Councilman Wooley: Charles, could you come up please and explain the particulars of this?

Mr. Kirkland: I'm sorry. What?

Councilman Wooley: There are some concerns and questioning earlier as it relates to 're-zoning'. Could you explain exactly what was applied for and the process that we had to go through with the particular case.

Mr. Kirkland: It's a bit of semantics problem, but anytime you don't have the legal right to do something in that zoning class, the public and the MPC office and a lot of others say it's a rezoning. It is. Adding another legal right to property that does not exist until its approved. So, to say it's rezoned, some people think that it means you gotta rezone from one classification to another. Alcohol approvals are called rezoning. That's an exception of use. It's not a rezoning, but its adding another right. So semantics would imply that anytime you have the right, that's rezoning and I think its really not worth even debating the fact that if you gotta go through a process to be approved for an additional right, you can call it rezoning if you want to, or you can call it what it really is, an MPC Approval, you can call it an exception use or whatever it legally

and technically really is. The public thinks that if you add a right, its rezoning. And I would not argue with that understanding. And so the Rossis in this case do not have the right to do a used car lot in the B-2 zone classed property. So, they have to seek approval which they did and they obtained that from the MPC.

Councilman Wooley: Thank you Charles. I just wanted to say on this particular case. I feel like Councilman Webb, had to battle this one out. I'm definitely for economic development, definitely to see people start companies here in Shreveport. I met the Rossis, they're great men, and I appreciate their planning, their business plan they've laid out. My biggest concern is the immediate area that the few blocks that this area as Mr. Boswell, Mr. Laster as they have companies there as well. I don't believe it fits. It is not conducive to the immediate area. There were references made to used car lots further up E. 70<sup>th</sup>. There is no other (inaudible) on Line Avenue, and there are definitely different style of businesses are right there all in that area, versus this area here. This area here is more of a storefront area. Orr BMW was mentioned. I believe altogether the zoning for that particular portion or say eastern portion off of Fern is totally different than the immediate area that we're discussing right here. I'm not in favor of - - - I am in support of the appeal. I want to - - - and not see this business go in this particular location. I would like to see them obviously set up shop somewhere else for their sake and for the sake of our city. Because they obviously can benefit to some degree. But I do want to speak on the one comment that was made by a Councilman's ideal. Our whole city is based on ideals. The way we want our society to (inaudible) in Shreveport or anywhere is based on ideals. The group where there is idea. We have an idea of what we want in our city, and where we want those things to be. Each Council Member obviously expresses his or her ideas of what is best for their region, and then we vote on that. I don't believe this is in the best interest of the immediate area, due to the fact that everything here is still upfront. Yes, it may have been a gas station in the past, but as Mr. Laster mentioned, that was at least 27 years ago, and things have changed in that area. There have been those opposed and those in favor with it as far as the business community, and the residential community, however, I think if you look at the long term, and not the short term, long term it would not benefit this immediate area. And right now there are companies or businesses operating in a store front manner, and I believe it should stay that way and keep that type of integrity, that type of character in that immediate area. So, I would ask that we would go with the appeal and overturn the MPC's decision. Thank you.

Councilman Lester: Thank you Mr. Chairman. I appreciate the comments that Councilman Wooley has made in this regard. I guess what I'm at a loss and I'm kinda trying to understand is how we can say in our own individual districts. I listened to the presentation of constituents of yours, and I'm swayed by the voice of my constituents in terms of what they want to do. But in another district, you have a majority of constituents literally the exact same thing that you have just articulated. We don't want this particular issue, we don't want this particular items. It's going to diminish our property values. Are you doing something different, you do the whole nine yards and you don't listen to the constituents of another person's district that comes and asks you to do something. And then in the same meeting, ten minutes later you say I need you to listen to the constituents of my district that have literally, almost verbatim came before the Council with the exact same argument. And it almost leaves one to believe that you would put the voices of your constituents in a superior level to the voices of the constituents of someone else. And I'm trying to understand how you can make that statement when the empirical evidence, and if I were in another forum, I would ask the court report to read back the arguments. And removing the particular issues, the request from the constituents is exactly the

same. And I heard my good friend on more than one occasion justify voting for something (I'll just use my district for an example), on more than one occasion where I had my constituents that did not want a particular economic development issue in that area, that my constituents came before this body, and overwhelmingly said this doesn't fit our neighborhood, this is not something that we want, please don't do it. And my good friend voted against me and against my constituents under the guise of economic development. I mean it makes one wonder. We've got an economic development project here. I'm quite sure these gentlemen have spent some money. What they're doing is not illegal, it's not immoral, the MPC took a look at it, they felt that it was something that they thought was positive. It doesn't detract from the neighborhood. When you look around that area, you have developments that are similar, and you have some developments that may be much less objectionable. And they are there. I just don't understand how we can take one argument in one position and then completely do the other one in another district. And I'm struggling with that Mr. Chairman.

Councilman Walford: I want to make a couple of comments on this one. I am going to vote to uphold the decision of the MPC. But I think we're painting a picture that's not completely accurate of the neighborhood. Granted, we do have some store front businesses Mr. Oswald has a business. A friend of mine in a strip center there, but we've also got mini storage, we've got an old service station that's being used as a bail bond business. We've got crawfish being cooked outside, and we've got vacant property just to the west on the other side of the street. I don't see that this is going to be a detriment to the neighborhood. I think from what we've seen, it's going to be an enhancement, and I think the message this council would send by overturning a unanimous decision of the MPC in an economic development situation like this, that the message would be terrible. And I for one am not going to do it. And if there is no other first discussion, I'll go back to Mr. Wooley.

Councilman Wooley: Thank you. Well, this is speaking to Councilman Lester on some of his comments. There've been many cases at this Council Meeting or past Council Meetings where we all cross district lines in both opposite of the constituents of a fellow Council Person. That's happened today, and many times before. You yourself Councilman Lester have voted against things that affected my district, i.e. annexations. Where you thought it was not in the best interest of this city, however obviously it was going to benefit constituents from my area looking to build homes and live out that way. So that argument is there with you know - - - as a matter of fact today with the Brazzels. There was a larger group of your constituents who were in favor of the horses. I think I saw one or two that were against. So, that argument, I think is weak. As far as superior - - - I don't think there is any type of superiority attitude toward, at least not from this Council Member. I do try to do the best I can to be fair and just with every decision that I make. Definitely there is not superiority complex with myself. And I can only speak for myself. No, it's not an illegal or immoral business, and that never was referenced. As far as the unanimous decision of the MPC or just because something is unanimous from the MPC, Mr. Chairman does not necessarily mean it's always the best decision for our city, each and every time. And so you know - - - I'm not saying that some of the developments that are there right now were necessarily in the best interest of the area, but we have a duty and a responsibility or at least I have a duty and responsibility at this point to make the best conscientious decisions for that area and for all of my district. And as a team for our entire city. That's why it's so important, which I'm glad Councilman Long mentioned yesterday and asked Mr. Kirkland about master planning. This is all part of master planning and what we think is the best idea or ideal for our entire city. The way we want to see our city 5, 10, 15 years from now.

What do you want it to look like. What do you want on this side of town. Obviously on the downtown side of town, we're wanting a \$10,000,000 film industry to set up shop. We all voted unanimous on that. That steps in Councilman Walford's district if you want to get technical. But we see it as a city objective. So, just because something is unanimous does not always mean it's the best idea. Many people argue that. So, once again I still ask for this support to overturn the MPC decision. Thank you.

Councilman Lester: Mr. Chairman, thank you. Councilman Wooley, I don't have a problem with you voting against anything that I've done and I mean you vote your conscious. And you're right. I have voted against annexations, and if you check my record, when I got on the Council in 2002, I said I wasn't voting for any annexations, and I haven't. So, I've been consistent on that. I think my issue, the point I was making was I have never voted against something in someone's district and used the same justification to vote for it. The fact that you voted for the horses, that's a done issue. That's in fact - - - hey, it is what it is. The problem is when you use your justification for voting against something in one particular district and you do diametrically opposite in the same scenario with the same logic. When you talk about the horses deal, if you're going to use that as an example, and there are many others but we're not going to bore it with the details, in relation to the horses, the people that were against the horses on the petition were the homeowners in the immediate vicinity. 9 of 12 said no. There were the two that were asking for the horses and people that lived in the surrounding area, but not immediately adjacent. And I think that's factually dissimilar from the scenario that we're talking about right now. Because as I appreciate it, the people who have said that they do not want this particular development are in the immediate vicinity, i.e., Mr. Laster and people who can literally walk out from their front door and touch this particular unit, that was not the case in the deal with the horses. So, to use your terminology, that argument is weak. We vote and do what we want to do on this Council, hey - - - it is what it is. I just am struggling with the idea that you use logic to justify something and use that same logic to vote something diametrically opposite, but the logic is the same. And usually it happens 2 or 3 Council Meeting later. It's very rare, unfortunately it becomes a (inaudible) that we do that same thing in the context of the same Council Meeting . Thank you Mr. Chairman.

**Motion denied by the following vote: Nays: Councilmen Wooley, Webb, Shyne and Bowman. 4. Ayes: Councilmen Lester, Walford, and Long. 3.**

Councilman Walford: So, I need a motion.

Councilman Shyne: For what?

Councilman Walford: We don't have a decision.

Councilman Shyne: Yes we do. Why we don't have a decision?

Councilman Walford: We did not uphold the decision of the MPC.

Councilman Long: I have a motion.

Councilman Shyne: No, Wooley - - -.

Councilman Wooley: I'll make a motion. I'd like to make a motion to overturn the decision of the MPC.

Councilman Shyne: Right.

Councilwoman Bowman: Second.

**Motion by Councilman Wooley, seconded by Councilman Bowman to overturn the decision of the MPC. Motion denied by the following vote: Nays: Councilmen Wooley, Webb, Shyne and Bowman. 4. Ayes: Councilmen Lester, Walford, and Long. 3.**

Councilman Long: I have a substitute motion.

Councilman Walford: Okay.

Councilman Long: I would like to uphold the MPC with these stipulations: That we make this approval subject to a 1 year term with strict adherence to the site plan as submitted. Can I have a second, I can discuss it?

Councilman Walford: I'll second for discussion.

**Substitute motion by Councilman Long, seconded by Councilman Walford to uphold the MPC with these stipulations: That we make this approval subject to a 1 year term with strict adherence to the site plan as submitted.**

Councilman Long: The reason that I'm bringing this up is I realize this is kind of a - - - this is a head scratcher for different reasons for different people. I think these people have demonstrated their desire to do a legitimate business at this location, and I think they should be given the opportunity to try to perform and see if they can do as they state they're going to do. And the opportunity to do this, we can do it for one year. If it doesn't work at that time, then we can revisit this whole issue, and decide - - - make another decision relative to that. My understanding from Mr. Kirkland is that if this right, this one year right stays with the - - - if the business discontinues if the decision is made that they can't operate or go forward after that first year, then that right will cease and therefore it will revert back to the current zoning that it enjoys right now.

Councilman Shyne: Point of information Mr. Chairman. As much as I love Councilman Long, he was on the losing end. If he brings this back up (inaudible) - - -

Councilman Lester: He made a substitute motion.

Councilman Walford: He made a substitute motion, his motion is in order.

Councilman Lester: It's in order.

Councilman Walford: That's the ruling from the Chair, Mr. Shyne.

Councilman Shyne: I want to ask - - -

Councilman Walford: Mr. Shyne.

Councilman Shyne: Hey, I got a right to ask the City Attorney now.

Ms. Glass: His motion is in order.

Councilman Shyne: Okay. Well, if the City Attorney says it's in order, we can vote.

Councilman Walford: We're in order. Mr. Long has a motion substitute - - - subsidiary motion is the correct word from Robert's.

Councilman Shyne: One other thing. I'd like to hear the opinion of Councilman Wooley.

Councilman Lester: Could we restate the motion?

Councilman Long: My motion is to grant a conditional - - - or to uphold the MPC with a stipulation of a one year term to allow them the opportunity to prove that this can work or not work at that location with strict adherence to the site plan as submitted. Which is kinda how they're going to lay this thing out and how it's going to work on site.

Councilman Walford: Mr. Wooley?

Councilman Wooley: I just want to ask for a no vote on the substitute motion.

Councilman Walford: Very briefly, I'm going to discuss. I think this would be a very fair compromise, and I think it adds an incentive to the Rossis to perform quite well, and in my time on the Zoning Board of Appeals which was what, almost seven years Charles? We frequently did a one year as kind of a hammer over people's heads. So, I think this would be an excellent compromise and I would urge a yes vote to Mr. Long's motion.

Ms. Johnson: Whose responsibility is it going to be to monitor this?

Mr. Kirkland: I'm sorry, what was the question?

Councilman Walford: Who would monitor Charles? That's yours.

Ms. Johnson: I just wanted to make sure that we were not responsible.

Councilman Walford: No, it would be the MPC.

Mr. Kirkland: I wish we could make the Council responsible. Be that's a good idea.

Councilman Walford: Mr. Kirkland I think you're out of order now. Thank you Mr. Kirkland.

Mayor Glover: I'm certainly (inaudible) to interject myself in the Council's business. But I might make a suggestion. You may want to assign Bea some lunch time duty every now and then and her go out and just check and make sure that they are in compliance.

Ms. Johnson: I'm prepared to do what the Chairman ask.

**Motion approved by the following vote: Nays: Councilmen Wooley, Webb, Shyne and Bowman. 4. Ayes: Councilmen Lester, Walford, and Long, 3.**

**Motion by Councilman Wooley, seconded by Councilman Bowman to overturn the decision of the MPC. Motion approved by the following vote: Ayes: Councilmen Wooley, Webb, Shyne and Bowman. 4. Nays: Councilmen Lester, Walford, and Long, 3.**

Councilman Shyne: Mr. Chairman, before we move on, I still - - - the City Attorney. I still kinda think that I'm right. I'm still kinda think there was a little shenanigan to try and do an in around.

Councilman Walford: Mr. Shyne, you're out of order at this time, and that was in order.

Councilman Shyne: I can raise a question to the attorney now. You can't - - -

Councilman Walford: Yes sir, you can do that under your Councilman's time, and we go to that at that time.

Councilman Shyne: Well okay then.

Councilman Walford: Just hold on to it. Now we got one last zoning case Madam Clerk. We don't have C-60-07?

Ms. Johnson: C-60-07 is on introduction.

Councilman Walford: With that we move to Reports from Officers, Boards and Committees. Do we have any reports?

## **REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES:**

Councilwoman Bowman: I just wanted to ask Sharon about the Public Safety Meeting. When is the next one?

Ms. Pilkinton: It's going to be September the 12<sup>th</sup>.

Councilwoman Bowman: The 12<sup>th</sup>. What time is that going to be?

Ms. Pilkinton: It's going to be at noon.

Councilwoman Bowman: Noon at?

Ms. Pilkinton: Noon at 911 to discuss the (inaudible)

Councilman Walford: Wasn't there an Audit and Finance?

Councilman Long: Yeah, we did have an Audit and Finance Committee Meeting. We discussed several different issues.

Councilwoman Bowman: I wasn't sure if anybody understood exactly what Sharon was saying. I wanted to make sure that everybody knew that the meeting was going to be on the 12<sup>th</sup> of September at the 911 Center, at noon.

Councilman Walford: Okay, I'm sorry. I assumed everyone got it.

Councilman Shyne: Everybody is not as smart as you Mr. Walford.

Councilman Walford: There we go. Now Mr. Long.

Councilman Long: We had a meeting.

### **CLERK'S REPORT:**

Letter of Appeal: Mr. Herbert J. Busi, IV; Re: Denial of application for renewal of alcohol permit for Swamp Island Roadhouse, 2711 Alkay Drive, Shreveport, LA 71118 (E/Webb) *(To be considered August 27, 2007)*

### **THE COMMITTEE RISES AND REPORTS: (Reconvenes Regular Council Meeting)**

**ADJOURNMENT:** There being no further business to come before the Council, the meeting adjourned at approximately 8:58 p.m.

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*//s// R. M. Walford, Chairman*

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*//s// Arthur G. Thompson, Clerk of Council*