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**Council Proceedings of the City of Shreveport, Louisiana**  
*August 11, 2009*

The regular meeting of the City Council of the City of Shreveport, State of Louisiana was called to order by Chairman Ron Webb at 3:04 p.m., Tuesday, August 11, 2009, in the Government Chambers in Government Plaza (505 Travis Street).

Invocation was given by Councilman Wooley.

The Pledge of Allegiance was led by Councilman Bowman.

Councilman Webb: Glad to see we got a good crowd here today, and I think we're going to have a good meeting. Got a lot of ground to cover. Apologize for the delay getting started. Had a little committee meeting, and had a few loose ends to tie up before we got to started, but anyway, I've called to order, the roll call I guess I need Madam Clerk.

On Roll Call, the following members were Present: Councilmen Calvin Lester, Monty Walford, Michael Long, Bryan Wooley, Ron Webb, Joe Shyne, and Joyce Bowman. 7. Absent: None.

**Motion by Councilman Shyne, seconded by Councilman Bowman to approve the minutes of the Administrative Conference, Monday July 27, 2009 and Council Meeting, Tuesday, July 28, 2009. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

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

*Awards and recognition of distinguished guests by the Mayor, not to exceed fifteen minutes.*

Councilman Webb: Mr. Mayor?

Mayor Glover: Thank you Mr. Chairman and members of the Council. I think we're joined today by the President of the Caddo Parish Commission, I think I saw her in the other room, Ms. Stephanie Lynch. Just wanted to recognize her as well as our Marshal who is here Mr. Chairman, but now our absolutely, very special guests here today are the members of the Shreveport Nationals. Young men, would you all stand up for me please? Mr. Chairman, members of the Council, the Shreveport Nationals are the 8 year olds All Stars from the Shreveport Dixie League. These young men standing here behind me claimed the first ever World Series Title at the Dixie Baseball Region III Coach Pitch World Series. The World Series was recently held in Mr. Thompson's hometown of Minden, Louisiana.

Councilman Shyne: Oh no!

Mayor Glover: Absolutely, a thriving metropolis. It featured teams from Louisiana from Texas, from Arkansas, and from Georgia. The Championship Game Mr. Chairman, and members of the Council pitted the Shreveport Nationals against the Texas State Champions from Prosper, Texas. The game ended in victory for the Shreveport Nationals, the score of 11-

4. Mr. Chairman, the manager, coaches, winning team and parents and relative are here today for this special recognition, and I'm honored to have the chance to be able to present in recognition of this outstanding achievement. We'll start with the manager, Mr. Brett Crossno, and coaches, Daniel Robinson, Ken Shapen, and Coach Hunter Hart. And now Mr. Chairman, Council Members, the players. Starting with Ashton Nelson, Cade Hart, Christopher Robinson, Blake Shapen, Kaleb Dean, Charlie Barham, Chance Lyon, Kody Fiebel, Carson Crossno, Ryan Embry, Nicholas, Bedsole, Trase Adamson, and Cole Ware-Wilson. We are proud of each and everyone of you. Now, parents, you guys can go ahead and come on around, we're going to get the City Council and everybody in this picture. But now all of you who are parents, or grandparents of these outstanding young men, if you're already standing raise your hand, if you're not standing, please stand up for us. Including little brothers and sisters as well. That works. Alright. Council Members, if you all would stand up, if you don't mind, we'll all get a picture with these young men, and I'll come in here and get in between the Chair and the Vice-Chair (inaudible) and everybody squeeze in a little bit. Alright young fellows you and I stay up here, Coaches and anybody who wants to make comments at this point, please do so.

Coach Robinson: I will say a couple of words. Mr. Mayor, on behalf of our team and our parents, I want to say thank you for recognizing us. Mr. Lester, thank you for introducing us at the last Council Work Session. But these guys have worked hard all summer. To go to a World Series with as many good teams as were there, to lose the first game that we played and to come back and win it all, this is a special group of kids.

Councilman Shyne: Hearts of true champions.

Coach Robinson: I think the world of them, I think the world of their parents, and on behalf of the coaches and the players, we just want to say thank you for recognizing us and all of their hard work. And we have a little baseball. I know Mr. Mayor, you collect baseballs and memorabilia, so our boys have signed you a baseball. We've also got one for Mr. Lester. Thank you.

Mayor Glover: I know we'll have Council comments here, but I do want to make sure that we acknowledge Tre Lester is on the 7-year old Dixie League team, I think. Is that correct?

Councilman Lester: That's correct.

Mayor Glover: So we know next year, he'll be moving up to the 8-year old team, and who knows, we may have the 8 and 9 year old champions back here before us on next year.

Councilman Shyne: Oh, yeah. They'll be winning again.

Mayor Glover: So at this point Mr. Chairman, I'll turn it over to you all and thank you all today. I think there may be a resolution as well coming. So, guys y'all may want to come and line up behind me down here.

Councilman Lester: Thank you Mr. Chairman. I'd like to suspend the rules for consideration of Resolution of 150.

**Motion by Councilman Lester, seconded by Councilman Shyne to suspend the rules for consideration of Resolution No. 150 of 2009. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

**RESOLUTION 150 OF 2009  
A RESOLUTION TO CONGRATULATE THE SHREVEPORT NATIONALS FOR**

**WINNING THE DIXIE BASEBALL REGION III COACH PITCH WORLD SERIES AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY: COUNCILMAN CALVIN B. LESTER, JR.

**WHEREAS**, the Shreveport Nationals, 8 year old all-stars, from the Shreveport Dixie League played in the Dixie Baseball Region III Coach Pitch World Series; and

**WHEREAS**, the Dixie Baseball Region III Coach Pitch World Series was recently played in Minden, Louisiana, and featured teams from Louisiana, Texas, Arkansas, and Georgia; and

**WHEREAS**, the championship game pitted the Shreveport Nationals against the Texas State Champions from Prosper, Texas; and

**WHEREAS**, the Shreveport Nationals won its first ever World Series title against Texas State Champions with a score of 11 to 4; and

**WHEREAS**, the Shreveport Nationals outstanding players are as follows:

Trase Adamson, Charlie Barham, Nicholas Bedsole, Carson Crossno, Kaleb Dean, Ryan Embry, Kody Feibel, Cade Hart, Chance Lyon, Ashton Nelson, Christopher Robinson  
Blake Shapen, Cole Ware-Wilson,

**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 congratulates the Shreveport Nationals, Manager Brett Crossno and Coaches Hunter Hart, Daniel Robinson, and Ken Shapen for winning the Dixie Baseball Region III Coach Pitch World Series.

**BE IT FURTHER RESOLVED**, the City Council wishes the Dixie Baseball League the best of luck and every success in its future endeavors.

**BE IT FURTHER RESOLVED**, that this resolution shall be executed in duplicate originals and one original shall be presented to the Shreveport Nationals Manager Brett Crossno and an original shall be 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 Lester, seconded by Councilman Shyne to adopt Resolution No. 150 of 2009. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

Councilman Lester: And really briefly Mr. Chairman, this was my son's first year, and in Machine Pitch coming from T-Ball, it's a whole nother world, and we had the, I can say the fortunate misfortune to run up on the 7-year old Shreveport Heat Team, the first game out of the shoot. And our Poland Marlins were like the Bad News Bears. We threw the ball all over the place, instead of where we were going. But the experience taught us about focus, and we dug in and it helped us as coaches, because as you know at this level, it's all about the kids having fun, but teaching them the fundamentals of the game. And the coaches were very good in terms of giving us suggestions on things to work with, with our young people, our young boys. And we went back to the drawing board and we lost the second game, but it was much, much more respectable the second go around. So, it was really fun, baseball is the American pastime, and it is definitely a game that unites fathers and sons. And for the Dixie League, I will always be thankful for that. So congratulations to this team, and the things that you do in the lives of the young men are outstanding. And I can say that as a father and as a parent, and as a coach, it was a great experience, and we're hoping that you do even more in the future. So

hats off to you guys. Y'all represent the city extremely well as the other Dixie League experience. Thank you Mr. Chairman.

Mayor Glover: Thank you Mr. Chairman and thank you members of the Council, and thank you members of Shreveport Nationals, and thank the Shreveport Dixie League. Look forward to seeing you guys back again next hear. Thank you much.

Councilman Webb: Y'all are welcomed to stay if you'd like, whichever one y'all want to do.

Manager Crossno: Better ease these boys out of here. Thank y'all.

Councilman Webb: I see we have a couple of other elected officials in the Chamber. We've got Mr. David Cox sitting on the back row back there. Welcome David, and we also have our City Marshal Charlie Caldwell whose with us again today, and who had the privilege of having lunch with today at the Rotary Club, and they were ribbing Charlie about training for the Indy 500. You'll probably hear about that for a long time Charlie.

Councilman Shyne: Charlie, I'm with you. I've been thinking about doing the same thing.

Councilman Webb: Does any Council Member have any distinguished guest or recognitions?

*Awards and recognition of distinguished guests by City Council members, not to exceed fifteen minutes.*

Councilman Wooley: Yes, I would like to make a comment. I know yesterday there was some confusion about people filling out cards to speak. You may want to give some instruction so no one feels left out in the process today.

Councilman Webb: Okay, I appreciate that. Yeah, I will do that. If there's anyone in the Chamber that would like to speak on any matter today concerning what we're going to pass legislation on, or if you just want to speak at the end of the meeting, there's cards at the entry way where you came in, please fill it out and pass it up to the Clerk, and they'll see that I get it, and when we get to it, we'll allow you to speak.

Councilman Shyne: Mr. Chairman, I have a special guest. Ms. Paris, would you please come forward. I'm going to let her introduce herself, and she's here to talk to us about an issue that is on the hearts and minds of, Ms. Paris, I guess I could say all of America. So, if you'll introduce yourself for the record.

*Ms. Paris Walker:* I'm a legislative and political representative for AFSCME. That's the American Federation of State, County and Municipal Employees. So we represent public employees or those that work for the local and state governments. I know we've all seen in the media a lot of disruptive behavior at local town hall meetings all across the nation. With that type of behavior in the media and the attention that it's gotten, it's made it impossible to have some healthy debate on the issue of healthcare reform. I'm here today before you the leaders of the City of Shreveport to ask you to promote a healthy debate and factual dialogue on the issue of healthcare reform. I want to take a few minutes to give you all some facts about how America's Affordable Health Choices Act will affect the 4<sup>th</sup> Congressional District of Louisiana, and more importantly, Shreveport. First you have health for small businesses. Under the legislation, small businesses with 25 employees or less or average wages of less than \$40,000 qualify for tax credits of up to 50% of the cost providing health insurance. There are up to 11,500 small businesses in the district that could qualify for these credits. Secondly, you

have healthcare and financial security. There were 2,100 healthcare related bankruptcies in the district in 2008, caused primarily for healthcare costs not covered by insurance companies. The bill provides for insurance for almost every American and (inaudible) out of pocket costs at \$10,000 per year, insuring that no citizen will have to face financial ruin because of high healthcare cost. Finally, we have the coverage of the insured. There are 141,000 uninsured individuals in the district. That's 22% of this congressional district. The Congressional Budget Office estimates that nationwide, 97% of all Americans will have insurance coverage when this bill takes affect. If this benchmark is reached in the district, there will be 122,000 people who currently do not have health insurance, they will have coverage. That's 122,000 of your citizens. Also there is no deficit spending. The cost of the healthcare reform under the legislation is fully paid for. Half making the Medicare and Medicaid Programs more effective, and half (inaudible) individuals. This surtax would only affect 1,870 households within this district and the surtax would not affect 99.3% of the taxpayers in this district. If you would like any more information about this bill affects this congressional district, I have some forms over here with more information on them, and I just want to thank you all again for giving me the opportunity to speak about this issue. Thank you.

Councilman Shyne: Ms. Walker, it was so good to have you down, if you have some extra copies, would you give them to Bea, and Bea will make sure that members of the Council have an opportunity to get a copy with the information on it that we can take back to our different districts or to our different civic meetings, and we will be able to discuss this information in a very intelligent way. Mr. Chairman, if any of the Council Members have any questions or observations that they would like to make, I know Ms. Paris would be - - - would you be willing to take any questions?

Ms. Walker: Yes sir.

Councilman Wooley: What was the name of the organization again?

Ms. Walker: American Federation of State, County, and Municipal Employees.

Councilman Shyne: If not Ms. Walker, again, we appreciate it. I hope Shreveport has been very hospitable to you.

Ms. Walker: It has. Thank you.

Councilwoman Bowman: Mr. Chairman at this time, I'd like to suspend the rules to allow Ms. Nettie Brown to come forward.

**Motion by Councilman Bowman, seconded by Councilman Lester to allow Ms. Nettie Brown to come forward and address the Council. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

*Ms. Nettie Brown: (Department of Operational Service) Mayor and the Administration, Council, I'm just here for one reason, and I'll be here a very short time. I came to read a petition to you that was circulated among the employees of the City of Shreveport in the Classified Service. It seems like the same old story, but it isn't. It's the truth. The petition says: Petitioning The mayor and the City Council of the City of Shreveport. We the employees of the Classified Service, City of Shreveport, being well aware that times may appear to be tight. And the reason I say appear to be tight, not being a preacher, but wherever God exist, there is no lack. We just have to rethink things. We are hereby requesting and imploring you decision makers to include us along with the Police Personnel in your announced pay increase for next year. As you are also aware, those of us who can afford health*

insurance are facing one increase after another for that benefit. We pay from our checks, I mean we when we go to the doctor, and then we pay largely after we've been treated, and thank God we can do that. The cost of living is ever increasing in the major areas like food, gasoline, and heating and cooling of our homes. So, we have this little interesting diagram which you'll get a chance to see, we have an oil leasing rig, a lock on some dollars, and we have a cozy little family over here which represents the Classified families in the City of Shreveport. So, we're asking you to vote - - - which I found out you did, to unlock the dollars by using the available oil and gas leasing for us and our families. Cause we are citizens. And I hear y'all using the words constituents all the time, we're your constituents and we are voters, and we serve the city well. I brought with me today just as an introduction to let you know what caliber of people we have here in the City of Shreveport, that we'd like to retain. Watching the news lately and seeing that we lost Cochran, he went off and he's a great thing in the United States, and then the Police Chief is going to be something great. Well I have some great people that work for me in the laboratory. We do the water treatment for the City of Shreveport. I have an Ivy League person. Stand up Demarcus. He graduated from an Ivy League college, he's working here in the City of Shreveport. And there's (Inaudible) Snow. Joanie, I was in the Council Meeting a little while ago, y'all had a little boy in here who had never missed a day of school throughout his 12 years in school. Well Joanie never missed a day of school throughout 13 years which included kindergarten, she didn't repeat any grades. And her four years in college, so please give her a hand, she didn't miss a day. Jennifer Hines over there who since she's been working for the City of Shreveport has earned her Masters Degree. So, I mean this is the caliber of people you have taking care of your drinking water. Certainly, we are well aware that Firemen have to get a 2% longevity pay, they've done some political stuff in the past, and they got that, and it's forever and ever. So y'all decided that you were going to give the police as well a 2%. So all we're saying is think about us as well. The firemen and police are great people. They take care of those things that are terrible. But you know the water lab takes care of those things that you can't see that can kill you, like E coli. And I'm not going to talk negative seeing how I don't want to lose these people, I want us to retain this caliber of persons to take care of me when I'm very, I'm old, but when I'm very old, as well as take care of our babies, and people who have situations. This is just one group. You can think of the garbage collectors. If we didn't have those garbage collectors hauling off those maggots, I mean - - - it would be very, very nasty. Okay? Let me go, because I start getting funny. Anyway, all we're asking y'all to do is to unlock those dollars, and go ahead, and when you budget and planning, keep us in mind. So it's like - - - who is that told me 24/7? That was Councilman Walford helped me the last time with 24/7 rain or sleet. You remember that?

Councilman Walford: That's exactly right.

Ms. Brown: That's right. That is absolutely true. Recently, I'm going to say this and I'm going sit down, we had boil advisory. Now boil advisory is something that we did ourselves, because we lost pressure in the system. That does not mean that the water, but it could have been bad, it had the potential of being bad. These people stayed out all day and all night testing the water, making sure that it was safe and hand delivered five blocks on Poland Street, delivering boil advisories that, as we said was lifted, but advisories lifted, the people could safely drink the water again. We had a recent taste and odor episode. It's over. And I don't care what anybody says, we had the best tasting water at the plant. Everybody should have brought a glass to the plant and gotten some, you would have been fine. Just like in the doctors' office, some patients live and some die. Some get cancer, and some don't. In the

water industry, we have things that we have to take care of, but this is just an example of what we have here. So, let's retain that. Lets make people secure in their jobs. Look at these kids today, I swelled with pride to know that y'all are giving them accolades for what they're doing. Lets give the big kids accolades, okay? Those that will take my place when I'm at the house or wherever, on the beach in my bathing suit. Y'all have a good evening, and thank you.

Councilwoman Bowman: Do you have a petition there?

Ms. Brown: Yes I do.

Councilwoman Bowman: And about how many signatures?

Ms. Brown: I really didn't get a chance to get around to everybody.

Councilwoman Bowman: How many pages do you have?

Councilman Shyne: About 20?

Ms. Brown: This is not all the departments, because I didn't get to 'em. About 25 times say 15 on a page. And that's only a section. I didn't get a chance to get to everybody.

Councilwoman Bowman: Right and Ms. Nettie, although we did pass the ordinance in reference to the oil and gas, our Mayor chose not to veto it. You all are signing that petition, City Employees, because you not only want an increase, you deserve one.

Ms. Brown: Absolutely.

Councilwoman Bowman: And you all are expecting that particular increase to come out of whatever the City of Shreveport receives from the oil and gas leases?

Ms. Brown: Yes Ma'am.

Councilwoman Bowman: It's our hope that they will be much higher than what we - - - than what we sent out. But one of the things I want the employees of the City of Shreveport to know is the reason I voted, and I speak for myself, is because of them, No. 1.

Ms. Brown: I heard you.

Councilwoman Bowman: But their health insurance, all these other issues. Everything going up and they still at the same rate that they were at last year. I think that they deserve that increase. We didn't know where else to find the revenues to do this, and it is my hope that once we, this Council, comes together that we will do right by our employees. That's my goal.

Ms. Brown: Well I heard you, and I heard you on television. And I said well somebody is speaking up for us, but it's time for us to speak up for ourselves. And I want to tell you one other thing, and I gotta go, because I've got to let these people go home. Those two, the Ivy League person Demarcus, and my student that had never missed a day in high school and college, came to the City of Shreveport, and when I hired them I said, you will get a half step increase when you meet your merit raise, when your criteria - - - if you do this, this, and this in six months, you'll get a half step, and then in another six months, you'll get a full year. It's unfair, I mean, if they wanted to, they could have sued me, because I told them something that I thought was the truth. Even if we had to cut out the merit raises because we understand tight times, appearances and that kind of thing. But we also know that fairness is important. And if you have children, and if you can give it to one of your children, you should be able to give it to the other one or don't give it to anybody at all. Firemen and police definitely deserve pay raises, but so does the Classified service. I mean, we take care of the rest of the stuff. We take care of the unseen things, like I say, E coli and stuff like that, we do. Okay?

Councilman Webb: Before you leave, Councilman Lester had a question or comment.

Councilman Lester: Thank you Mr. Chairman, and I thin the ending part of that colloquy that you said is not only our city employees deserve to have a good raise, they deserve representation from a body that speaks to them, in the form of a Union.

Ms. Brown: Well I didn't say that, I'm - - -

Councilman Lester: Well you didn't, I did.

Ms. Brown: You did. Okay, great.

Councilman Lester: And I think it's high time that we as we move forward on these issues, that's something that this council desperately needs to have happen. So that those folks can have a voice that speaks to them, and speaks for them. I think everyone else does, and I think it's only fair that they do too.

Ms. Brown: That's a wonderful opinion. I have never been against unions. In fact, I've always been - - - everywhere I've worked like the chemical plant, I've always been a part of management, but I've always supported the people. Not necessarily organized, but the people. I mean, if you don't stand for somebody else, I mean, what's the use to living. You've got to have something that you live for. So if the union is the way to go, then I have nothing against it. But just make sure that the people are doing the things that they should do to help people out. That's all I can say. Thank you.

Councilman Lester: Mr. Chairman, I do have a special person I'd like to recognize if I could really briefly. Mr. Chairman, I'd like to suspend the rules really quick to ask Mr. Dan Wimberly to come up.

**Motion by Councilman Lester, seconded by Councilman Webb to suspend the rules to allow Mr. Dan Wimberly to address the Council. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

*Mr. Dan Wimberly: (6007 Financial Plaza, Suite 202).*

Councilman Lester: Mr. Chairman, I just wanted to give a brief introduction, and let Dan make a statement. You've been hearing the Council moving forward and I appreciate the Council's support on some of the initiatives that we're doing to bring housing to the Allendale area, and Mr. Wimberly has a development that is ready to break ground, finances, the whole nine yards, and as I appreciate it, he's having an event this Thursday, and next week to let the community know what's actually being done. It's the Austin Place Homes Development, something that has been ongoing for quite some time through one or two administrations, but we finally were able to get it done and submit it to the proper authorities, federally and nationally. He's got some support from the city, state and federal dollars, and I think it's going to be an outstanding project, and I asked him to come down today to speak really briefly about the project as well as make the announcement about the solicitation for the folks in the community. So, Mr. Wimberly, the floor is yours, if you could.

Mr. Wimberly: Before I get into what I have to say, is it possible to get the overhead turned on to show everyone, so everyone can get a view of what our schematics look like and the project looks like. As she is coming forward to do that, certainly we are working on a 20 unit housing development. This is for ownership. It's over in Allendale on the corner of Northdale and Austin Place. The development features two bedroom homes, the homes are for sale, and we're targeting Section 8 voucher holders for the development, and it is a unprecedented development, and there's the first time in Shreveport that individuals with

Section 8 vouchers will be able to purchase a home using their Section 8 voucher. We have the development poised and ready to go. We're having a workshop on Tuesday, August 18<sup>th</sup> at the Lakeside Community Park, and we're having another workshop on Saturday, August 29<sup>th</sup> at the Willamette Branch of the Shreve Memorial Library. The development also features the first time home buyers training program and we hope to add an excellent development to the Allendale community, which in essence, this development starts the Shreveport Community Development Department, Total Commitment Plan which is targeted Allendale for redevelopment, and we've been working on this redevelopment for quite some time, and we have been very fortunate that we've got the financing to the point that we have, and we're ready to move it forward. And along with that, I'd like to also show a copy of the site plan, and how the development will be laid out, and how we've had some challenges with the development in getting the land assembled between Austin and Clay Street, but certainly as you can see, the development will make a major impact in revitalizing and rebeautifying that particular block there in Allendale. So, with that. Thank you Councilman Lester for giving me the opportunity to present this, and certainly we hope that the community will support us, and we expect to continue to do bigger and better things in the Allendale community given the city's Total Commitment Plan. Thank you.

Councilman Lester: Thank you, Mr. Wimberly, thank you Mr. Chairman.

*Communications of the Mayor relative to city business other than awards and recognition of distinguished guests.*

Councilman Webb: Mr. Mayor, I'll come back to you. Do you have any communications relative to the city business that you want to present at this time?

Mayor Glover: Not at this time Mr. Chairman.

Councilman Shyne: Mr. Chairman, I'm looking at a group of young people here, do you have an idea of what - - -?

Councilman Webb: They come to watch you in action.

Councilman Shyne: Did you all? Or are you all down here for something special Mr. Hardy?

Mr. Hardy: This is my family.

Councilman Shyne: Okay, you all just came down to watch? Okay, okay, okay. Glad to see you all down.

## **Reports:**

### *Property Standards Report*

Mr. Holt: Thank you Mr. Chairman, I'll be glad to take any concerns you may have.

Councilwoman Bowman: Did you find out about that burned apartment complex off (inaudible)?

Mr. Holt: Yes Ma'am. That was on Greenwood Lane, we visited that, you and I together, July 17<sup>th</sup> during the Steeple Chase sweep. It was entered into our system on July 26<sup>th</sup>. Legal notification has been done. The initial estimate to tear it down is over \$10,000. So, I kicked that back to get three quotes on it, to see if we can get a better price. Still have to hope that the owners will react, because you know what my budget is like for demolition.

Councilwoman Bowman: Not so much that I wanted the city per se to do that, however, I know that you're following procedure, and that's a good thing. But people were residing in that complex before it actually burned. And I would think that these folks had insurance you know? But yet, they're leaving the community looking like, I mean it looks horrible. You said you went back by there? Did you go back through there?

Mr. Holt: Yes Ma'am, I know what it looks like, and we've sent them legal notice. We have to wait on that process.

Councilwoman Bowman: Okay, but in the meantime, what can be done as far as all of this? The high grass that's there, and like I mentioned, the folks at the restaurant that's directly next to that are complaining about rats and snakes, and things of that nature. Is there anyway that maybe we can at least get that grass cut? (Inaudible) tell Mike, because it's not legal.

Mr. Holt: Ms. Bowman, I only checked on the demolition, let me check on the grass. The problem with what I do is always, I have to give the owners a chance to take care of it before I spend city money doing it.

Councilwoman Bowman: And I understand that, but it's very disappointing to the community when the owners know that their building burned and it looks the way that it looks. And then other people, other business have to see that kind of mess out there, and that's what it is.

Mr. Holt: I understand, and we'll push it as hard as we can.

Councilman Shyne: Mr. Mayor, Mr. Holt and I got together, and we're going to try to take a look at some of those school routes on tomorrow. Because you and I understand how important it is for kids to have kind of a good clean look at their routes to school. So we're going to hook up at 8:30, and I don't know where he's going to get the money from, but I think he promised that he'd stop by McDonalds and get us a sausage and biscuit, and if I bring coffee, he'd bring me some milk. But we're going to take care of that tomorrow.

Mayor Glover: Mr. Shyne, can I trust you to cover some areas outside of District F, or will you limit your activities just to your district tomorrow?

Councilman Shyne: Well Mr. Mayor, you know how it is, I get a little shy when I get outside of my district.

Mayor Glover: Now in this case, it would be for the children Mr. Shyne. Mr. Chairman, if you don't mind, when you're complete with Mr. Shyne, and you see the pattern of activity that he's talking about, please know that we've got similar issues and concerns around the city. And Council Members, we certainly would welcome you all to either email those directly to the Administration, so that we can pass those along also. Starting Monday, we've got traffic out there again.

Councilman Lester: Jim, I see you got my email about the tree on Anna. Also, were you able to come up with anything relative to the fence line, or the fences in the School Park part of Allendale? I have two separate issues. One was relating to those homeowners at School Park that back up to J. S. Clark, and then you've got some that back up to the golf course, and then you have some that back up to that drainage ditch.

Mr. Holt: In talking with the people in the neighborhood, parents found their concern to be with the area along that concrete paved ditch and the bank. That was since Streets and Drainage. I do not know if they gotten to it. We'd already talked to the contact for the school board who was to have the fence line done within the J. S. Clark property. I may have to follow up with him again.

Councilman Lester: Jim, I'm probably going to need to get with you as well as Mike Strong and our legal folks. Because we're having a similar overgrown vegetation issue in Cherokee Park again. As you recall, we had to kinda deal with the fact that Cherokee Park is in the City of Shreveport, part of it is actually in Bossier Parish, and then you've got the whole part about some of the land was navigable waterway under the auspices of the Caddo-Bossier Port, the Red River Commission, so I've gotten some calls about that, so at some point, I'll get with you after the meeting, but I need to sit down with you and with our legal team and try to figure out what we can do. I think the last time we talked, it came down to actually approaching some of those residents to ask for encroachments of easements, and I don't know if that's something that we need to do or, if we have to go the whole Corps of Engineer route.

Mr. Holt: Are you speaking specifically behind Navaho?

Councilman Lester: Behind Navaho, but just the whole of Cherokee Highland Park. I mean, it's all going to have to be addressed, and we've been piecemealing, we need to come up with (inaudible) Thank you Mr. Chairman.

### *Revenue Collection Plan & Implementation Report*

Councilman Webb: Thank you Mr. Holt. Mr. Sibley, you were going to give us a report today on the Revenue Collection.

Mr. Sibley: Yes Mr. Chairman, let me ask Mr. Madden and Ms. Scott would come a little bit closer in case there are specific questions. But what we've done is provided a writing that updates in primarily three areas. Wanted to note a couple of things. If you look at the parking enforcement section, there were some questions about the DDA contracts that we include information on that in terms of when it started, how much they've been paid. We also, if you look behind there, there's a sheet that indicates the amount that's been collected during the term of that contract. Also with parking, we discussed that in terms of the automatic boot. There is an issue of whether or not the Council would be inclined to raise the parking fee, the additional \$100 that the private company requires. We've attached some information that was provided by Mr. Shea and the DDA on about the third page behind Tab A that indicates what comparable and other cities are charging. One of the concerns that we have was giving you some idea of what other people were charging for booting fees. The DDA feels really strongly about having a number high enough to discourage people from taking booting very lightly. So we wanted to provide you that information because obviously, the Council would have to pass legislation in order to raise that fee and allow the DDA to go forward in terms of ordering the automatic booting from this particular vendor. And as they relate to us, all the vendors have a similar situation. So, whether it's this particular vendor or another, there is a need to raise those particular fees. So, we wanted to give you that information particularly as it relates to parking. We also have an update on the adjudicated property program in there. A couple of things to note, there is and the Mayor may speak to this, but there is currently a press announcement scheduled for Monday, since that's the kickoff in order to get the word out. We've also posted it on the City website. There is one issue with the program that was pointed out by Ms. Glass if I'm not mistaken, but the attorneys are going to have to look at modifying the local ordinance to match the state ordinance in terms of the non-vacant property aspects of it. So, the information that's being put out is referring to the old program with the vacant lots only, until the attorneys can get together and submit legislation that you all would then have to pass to modify the local ordinance in order to include the non-vacant properties as a part of the

program. And the final section that you have there is the property standards. If you note, there are basically four options that we've outlined. We have a meeting set internally to look at those four options and come back to you with specific recommendations on what combinations there are, but which specific option that we think would be best, and if you notice there may be some cost for example even with the adjudicated properties program. We have a note there that our internal data indicates that it runs roughly \$500 per lot in terms of the cost of the title search, and other factors that go into that program. So again, we wanted to provide you with that information in terms of the property standards collection, there may be a need as we discussed before to add additional personnel. We're also going to bring you that specific information after our meeting the latter part of this week. Also attached under Tab B, is just a listing of all the properties in our data base that are in excess of three years which would be a lot of the target properties on some of the options under the property standards section. In future reports, we're also looking as I mentioned, we're exploring and this will take more work in terms of getting with the Parish on the occupational licenses and business license component, which is a fairly sizeable amount of our revenue collections we think has indicated that the recent ruling by the IRS will allow us some opportunities to enhance that. We haven't quantified how much they may be enhanced, but we're looking at that. We're also, one of these is Councilman Walford, I think you've raised it repeatedly, just as we have a system in place that won't allow permits to be issued on adjudicated properties, we're looking at what we need to do internally to tie our water system to that, so that rather than having it tied to a person, we have it tied to the property. That way a person couldn't come in and order water service on adjudicated property, which may help address some of the initiatives that Councilman Walford that you've pointed out. If there are any specific questions, or any specific direction that y'all would like to offer, we can look at particular things for you.

Councilman Walford: You know I'm going to ask. You noticed he turned and looked my way before he even asked? I guess I want to know what we're waiting for on some of this, like the DDA. Are you wanting the Council to pick up the ball and pass an amendment to the ordinance, or are going to get a recommendation from - - - basically, this council approved the contract that's supposed to be administered by the Administration. If there needs to be a change, what are we waiting for?

Mr. Sibley: That does. There needs to be a change in terms of the proposed (inaudible).

Councilman Walford: You told us that two weeks ago. What are we waiting on?

Mr. Sibley: Well we had to first of all get an agreement with the Mayor in terms of what he would be comfortable with and then a discussion will have to be held with you guys in terms - - - the DDA has proposed \$100, because that's what the vendor would ask for. And there's the question in our mind as to whether or not we should increase that a little bit more, so that we could have more revenue at the city in order to implement some of these programs. So, until those discussions are held with you guys, you know we just held off on bringing that forward.

Councilman Walford: Let me ask one more, and I realize this is not all yours, but I think there's a responsibility on the part of the Administration to meet with the Marshal and see what has to happen. Now this was run, Friday afternoon, I believe. \$793, 324.88 still outstanding on those people that were allowed to leave, but haven't paid their fines. Has there been any meetings with the Marshal to see what we might do to get our General Fund portion?

Mr. Sibley: Actually we have Mr. Walford, I've spoken with the Marshal directly, but I just spoke with him earlier. One of the things that we're doing now is putting together a meeting between the Marshal's office, SPD, the City Courts and all of those folks that are involved in that process so that we can see what we can do better in order to collect that. And Marshal Caldwell has indicated his willingness, and I just spoke with him before this meeting, so we can get that meeting set, and look specifically at that issue.

Councilman Walford: I told him where to find somebody on the list and I noticed he's not on the new list. Is that a coincidence?

Mr. Sibley: I think your word is getting out Mr. Walford.

Councilman Webb: Mr. Sibley, I had a question about the list of adjudicated property. I know there was some discussion in earlier meetings about what we were doing in house to collect some of these taxes due on adjudicated property. I was talking to one of my constituents just this afternoon by the name of Claude Dance. And his name appears in here several times. And he's been trying to get Terri Scott or somebody to call him back, and hasn't gotten a return phone call yet. But, he's got property that's showing that's adjudicated, that he owes money on, that he sold in 1993. And so, it's like we're not going after the wrong person, or we are going after the wrong person so to speak. So, I don't know - - - somehow, someway, we need to get with the tax assessor to find out if the property's been sold, why - - -

Ms. Glass: Mr. Chairman, I could answer that, but the state statute tells the assessor to continue to assess it in the name of the person that owned it when it got adjudicated. And what the assessor does, is he will say that that person is the assessed owner and then down below, he will say something like property of so and so, and list the new owner. But he does that because that's what the statute says he's supposed to do.

Councilman Webb: Okay, well the problem may lie, I don't know if he does any business with the city or not, but if he does, then in essence, he wouldn't be able to do any business with the city, because he owes us money. And so we're - - - if he's guilt free on all this, and I don't know if he is or not, but - - - I don't know. But I hope he is, but okay.

Ms. Scott: Mr. Chairman, I have not gotten a call from Mr. Dance, but I'll be more than happy to give him a call if you have the number.

Councilman Webb: Okay, I will give you his phone number. Thank you. I appreciate it.

Councilman Long: I just got a quick question concerning the crisis of the DDA. I'm aware that the DDA on some of these late tickets that are not paid, they are sold to the collection agency, are y'all are aware of that?

Mr. Sibley: We'll check.

Councilman Long: I can tell you for a fact, because I got one. I purposely didn't pay one just to see what would happen to it.

Mr. Sibley: They're using an outside agency?

Councilman Long: Right. Somewhere way out of state, and I was just wondering what we're giving up if you do that.

Mr. Sibley: I think that's part of - - - and the reason we wanted to give you that information because the question came up in terms of the contract that we have with them, in terms of what we pay versus what's collected. I think part of what the DDA would say is with these changes, give us a chance to show that we can do better. But that issue that you raised Mr. Long, I think is part of what you guys the policy makers, have to evaluate in terms of

whether or not we renew. And their contract by the way is up the end of this year, whether or not we choose to renew that contract and go in a different direction.

Councilman Long: Alright, very good. Thank you.

Councilman Lester: Mr. Chairman, I guess Mr. Chairman, I would like to at some point re-urge now that we have these numbers, and I thank the Administration for getting them to us, for us to look at - - - do we even need the DDA as a third party to administer a contract. I mean as I appreciate it, if you look at - - - you know you've got the meter receipts, and you've got the parking tickets, and beyond the parking tickets, and having someone to function as a meter reader, I just don't - - - I cannot see why we need a third party to administer our meters, when basically we're talking about their administration is actually hiring some employees to go and read the meters. I think Mr. Chairman, and Mr. Walford, and even to Mr. Mayor, I think the time has come for us to say grace over this and call it a day. I mean, cause if we're talking about a contract valued at over \$400,000 and the collections - - - I'm sorry, professional services is over \$400,000 and then you've got some capital stuff to pay for, that winds up being \$466,000, and then the collections are \$608,000, we're talking about a little less than \$200,000 to the good, and I don't think that we're paying those guys to read the meter \$200,000. I don't see that being necessary. I think it's time to bring that contract back in house, as we have done with others, like water meter reading and things of that nature, under that same guise of just being a little more efficient and being a much more cost effective. Because I understand what Councilman Walford's concern is relative to you know what needs to happen in terms of administering the parking meter situation. But at the same time, we're saying Mr. Mayor, we want you to do such and such, but then by contract that responsibility has been seeded to the Downtown Development Authority. And so, no matter how much we say that we want the Administration to hurry and come up with something, you've still got a third party that you don't have beyond us standing up here talking about it, anything that makes them come to the table and do anything, and when as I appreciate it, whenever we press the issue relative to what's going on as it relates to either booting or ticketing, their response has always been well, under the contract, we have to ask the city, and we will put our part together, and we will ask the city, and the city has a process to go. So, it just seems to me that for the sake of efficiency and being just expeditious and being more judicious about using the taxpayer dollars, it just seems like we just need to bring this contract in house, so that if a decision needs to be made about boots, this body and in consultation with the Administration would vote. We'd have a decision on boots, we've got a vendor, we move forward, instead of having to do this tri-part dance between the DDA, the Council and the Administration. Thank you Mr. Chairman.

Councilman Shyne: Mr. Chairman, didn't this all come about because the DDA indicated that they could do this in a more efficient and effective manner than we could? I mean in the beginning- - -

Mr. Sibley: Mr. Shyne, it was done in '04, so we have to assume that that's what it was.

Councilman Walford: It was a renewal in '04.

Councilman Lester: It was a renewal in '04, it was actually done before that.

Councilman Shyne: Right, it's kinda been going on for a while. But it seems like to me, cause I haven't been around as long as Councilman Walford, but I'm the new kid on the block, but it kinda seems like to me Mayor, when I look back in my memory, I mean, that was the kind of thinking that gave birth to this piece of legislation in the beginning. Hey look the DDA would be a whole lot more efficient. They could do a cleaner handling of this, and as a matter of fact, it would be more profitable for the city, and it would be money for them in order to do

a lot of the little niceness that they wanted to do downtown. I mean, had we had a chance to look at this and see if this is true, cause you know folks can paint you a beautiful picture in the beginning, but you know, 1<sup>st</sup> year, 2<sup>nd</sup> year, 3<sup>rd</sup> year, 4<sup>th</sup> year, it just all fades by the wayside. Have we looked at that to see if they are still living up to their end of the bargain?

Mr. Sibley: And that's part of why we wanted to give you that information Mr. Shyne, I notice what we don't have here and one of the things that I'd like to get to you all is kinda pre-contract, what it looks like. Because that's kinda of what we looked at in terms of how was the city doing before it went out, and how they're doing since it went out. I know this is basically since '05. But we'll get you some additional information so that we all can look at those numbers, and get a sense for - - - but again, I think in all fairness, to the DDA part of what and certainly I think you would invite them here to speak to, but part of what I think they would say is that some of the things that we're doing now in terms of the hearing officers, the booting and stuff, might help and enhance that. But again we'll produce the numbers and do the analysis, and you know you guys can talk to the Mayor and make the decision on it.

Councilman Shyne: Cause Mayor, some of these ideas may go back to the time when you were on the Council. You know these ideas just didn't jump out, they kinda evolved over a period of time, and I guess that might say that you and I've been around a little bit longer than Councilman Walford, and that kinda hurts my heart a little bit. And Dale, I think that's good if you would kinda take a look back, because the Mayor will tell you, we kinda evolved to this position that we're in now. Cause one time Mayor, that used to be your district, but seem like all of them your district now. But you know that idea was evolving during that time, if you remember.

Mr. Sibley: We'll get those numbers Mr. Shyne.

Councilman Walford: Mr. Chairman, I got to piggyback on Councilman Lester's discussion. Got to tell you that two things since I came in office in 2002 have been very, very frustrating to me. And that's property standards, and parking tickets. Mr. Lester will back me up that I had Ms. Scott, that I have pushed for booting since 2002. We've booted one car. Right Terri? We've got it on TV, but we've booted one car.

Councilman Shyne: Are you sure?

Councilman Walford: Yeah, I was there. I was there watching it on TV.

Councilman Shyne: Terri, is that actual?

Councilman Walford: One car.

Councilman Shyne: I'm shocked.

Councilman Walford: We have fought the solution, maybe we're close to it now, I don't know. Mr. Lester and I have had some rather long telephone conversation with the calculator going on possibilities. You've heard me ask Mr. Madden three times now, if two more people in revenue could generate more than their cost. And I think there's no question he said yes each time, and they need the help. So, we're not looking at an expense, we're looking at - - - I would call it an investment. And Mr. Lester is bringing up another viable possibility. If we brought it back in house and we used our people are not going to be collecting parking tickets 8 hours a day. But they would be available in revenue. So, I've got some legislation that I'll be introducing that I hope will coincide with what you're trying to do, and we'll discuss it in a little bit. But there are possibilities out there beyond just immediate dollars and cents, or pre-contract and contract, because I think we can make such a significant difference for the future. So, it's not just apples to apples there. But it has been a frustration for me, and really Joe, one car has been booted since I've been in office.

Councilman Shyne: That's hard to believe.

Mayor Glover: I would offer a couple of things. No. 1, there was obviously a reason as to why the city chose to outsource this to the DDA at some point and time, and I think that that's something that as Councilman Shyne just alluded to is worth some definite consideration. I think the second point that bears consideration as well is that whether you're talking about the city Mr. Chairman, that administers the downtown parking meters, or if it's outsourced to the DDA, or any other entity., the bottom line is that whomever is given that responsibility is going to have to be able to have in place and at their disposal some of the very things that this Administration and this Council has put in place within the last several months. Mr. Walford says he's been here now, what would be I guess some seven years. Well, we made more progress in the last six months of those seven years, than the previous 6 ½ that came before. And so, I guess what I would say is, is that we're walking that path, and we're going to get there. Now part of what I think that puts me in the posture of wanting to ask as Mayor is that before we can make a decision to add to and expand the city's bureaucracy, by bringing something else inside and back within the umbrella of the City of Shreveport, would we be better served by giving the group that we've given this responsibility the opportunity to be able to attempt to administer this effort, given the wherewith all that they need to actually go out and fully do the job, that we've given them the task and the responsibility of doing. You mentioned Mr. Walford why we haven't come to you all with a recommendation within the last couple of weeks? Well frankly, I've kinda been digesting as Mr. Sibley just spoke to right now the - - - is the booting fee that's \$30? That fee is \$30 at this moment. In order to be able to - - - now part of what that would entail, if we were to boot, would be the actual calling out of a Shreveport Police Officer and other city personnel to go out and supervise and witness that process, and what have you. So, by the time you end up being able to get that done under what's presently available to us under ordinance, that \$30 in time and effort and expense ends up probably being exceeded a little bit. What's being proposed by the folks at the DDA to their credit is they're technologically more advanced, more convenient way of doing it. But in order to be able to make that happen, you've got to pay for it. So, at a minimal that entails increasing that current booting fee from \$30 to at least \$130. Now as Mayor of the City of Shreveport, before I'm in a position to want to ask these good folks who are out here sitting in this audience and the people who are watching us on television, that now because you failed to pay your parking ticket, you're not subject from \$30 now up to \$130, that's something I want to give considerable consideration to myself, and certainly I think we need to have considerable dialogue about that as well. Because once that fee, if you all were to pass it, and put it in place, that goes from \$30 to \$130, then essentially, that company gets the \$100, we're getting \$30, we may get more of those, but that's a burden that's going to be placed on the citizens that's considerable. If we go back to doing it the old way, bring it in house, and we have the responsibility of sending law enforcement personnel out there to supervise every time we put one of those boots on, then that's again a commissioned, gun toting law enforcement officer that we don't have available to be watching and preventing a potential armed robbery, going out and preventing a burglary, responding to a domestic incident and what have you. So there's issues and problems all around it, but I think between now and the not too distant future as we go into this budget process, certainly as we roll into 2010, we'll be in a position, I think to resolve those. Having the hearing officer in place right now gives us the chance to be able to go out and do more as well. But those are some of the questions and challenges I know that we're struggling with within the Administration, and we share that burden obviously with you

guys as a Council and we've got to figure out exactly what we go with. Thank you Mr. chairman.

Mr. Sibley: That concludes our report Mr. Chairman, if there's nothing further.

Councilman Webb: Okay, we'll move on to Item 6 on our agenda, Public Hearing.

Mr. Thompson: Mr. Chairman, Resolution No. 139 which states the city's endorsement of Mid-City Plaza, LLC to participate in the benefits of the Louisiana Restoration Tax Abatement Program requires a public hearing. It is not on the agenda, but it was advertised twice in July as required by law. If you'll look on 'Adding Items to the Agenda' under No. 7, the 4<sup>th</sup> one would be - - - the Council may want to consider adding the Public Hearing, suspending the rules to add the Public Hearing to the agenda at this point, and then actually holding the public hearing.

Councilman Webb: Well lets do that.

Councilman Walford: I would make a motion to suspend the rules to add this the agenda.

**Motion by Councilman Walford, seconded by Councilman Wooley to suspend the rules and add the public hearing on Resolution No. 139 of 2009.**

Mr. Thompson: Mr. Chairman, before we add it, we do need to go through the ritual of (inaudible).

Councilman Webb: Okay, I'll go ahead and do that. Is there anyone in the Chamber that would like to speak in favor or in opposition to adding this to the agenda? Neither one? Okay, not hearing one, we'll vote then on adding this to the agenda.

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

**Public Hearing: Resolution No. 139 of 2009:** Stating the City of Shreveport's endorsement of Mid-City Plaza, LLC to participate in the benefits of the Louisiana Restoration Tax Abatement Program, and to otherwise provide with respect thereto. (*Postponed July 28, 2009*)

Councilman Webb: This being added, I'll open the public hearing. Do we have a presentation from the Administration?

Mr. Sibley: Not at this time Mr. Chairman.

Councilman Webb: Okay, once again, I'll ask if there is anyone in the Chamber that would like to speak in favor of the tax abatement ordinance, or in opposition to the tax abatement ordinance? Yes sir, come forward.

*Mr. Granger Harris: (16460 S. Fumar Skipwith, Baton Rouge, LA)*

Councilman Webb: Are you standing for or against?

Mr. Harris: I'm standing for it. I'm the owner of Mid City Plaza, LLC, the applicant for the tax abatement.

Councilman Webb: So, you'd be for it then?

Mr. Harris: Yes sir, I am. First off, I'd like to apologize, the agenda shows that this was postponed on July 28<sup>th</sup>. I was here when the initial reading took place, which was the meeting prior to July 28<sup>th</sup>, and my understanding was that, after speaking with Ms. Felicia Bell,

there had to be a certain period of time between the initial reading, so they had scheduled it for this meeting, rather than July 28<sup>th</sup>, so if this came up for the 28<sup>th</sup> meeting, my apologies for not being present. I think I've presented different issues on this project to most of you before in one capacity or the other. Either the MPC or on this board. We had a restoration tax abatement approved for the south building which was previously the Stanford building on this property. What we're talking about here at the southeast corner of Line Avenue and Jordan Street, the old Mid City Motor Hotel that has the huge Motor Hotel sign on the top of it. That building has been sort of split in three different buildings. They were built at different times during the course of the 1950s, 1960s, and 1970s. The first building that we started on was the south building which was an office and apartment building. We did some renovation work there, I filled it up actually when the Guardian was shooting here in Shreveport. They leased about 20,000 square feet for production offices, and apartments for the production crew. The tax abatement was approved on that project in 2005-2006. I sold that building to an investor from California and your body voted to approve the restoration tax abatement at that time to that owner. He's also since bought the residential portion which was the actual hotel part of the building that was built in 1954. What we still have left, and I'm not sure if the overhead is still on down here, but the portion that runs directly along Line Avenue, just north of the parking garage and to include the parking garage, which was generally medical office space. Some of you may remember, there used to be an elevated walkway that went over Line Avenue from the hospital, this is pretty much the old doctors' offices that were in residence at the hospital, back when it was Physicians and Surgeons. We're working right now to renovate it, basically generally office space. A little bit of retail on the first floor with a sort of store front space. This application also includes Lot 1, which is the garage, and the area that's sort of built over the garage in the 1960s, which is just more office space. The same plan, so we'll go through that. On the north end, it stops - - - as you can see the outline in red, it doesn't show up very well, but it stops right here, and then the front doors to the hotel area was sold in 2007. So that's not included in this application. The restaurant space which was a stone's throw for a while has been expanded, and is now for lease. That just gives you an idea of one of the parts that we've got. One of the available spaces that we've got in the building. I'd be happy to answer any questions that you guys have. We're in the middle of doing work on it right now. You guys may have sent some people out to do a CO inspection for a business that's looking at doing the first floor, a bakery in Suite 115. Thank you for your time and your consideration.

**Adding Items to the Agenda, Public Comments, Confirmations and Appointments.**

Adding Items to the Agenda (*Clerk reads items into the record - public comments allowed on items proposed to be added, then items can be added only after unanimous vote [See Act 131 of 2008]*) The Clerk read the following:

1. **Resolution No. 155 of 2009**: A Resolution to establish the Revenue Collection Committee and to otherwise provide with respect thereto.
2. **Ordinance No. 91 of 2009**: An Ordinance amending the 2009 Information Technology Internal Service Fund Budget, and to otherwise provide with respect thereto.

Mr. Thompson: This one was put on the agenda last time, it was introduced, but it was inadvertently left off so, this one can be adopted today if it's put back on the agenda.

3. **Ordinance No. 93 of 2009**: An Ordinance to amend and reenact Chapter 90 of The Code of Ordinances relative to the no through truck routes and to otherwise provide with respect thereto.

Councilman Webb: I need to ask if there's anyone in the Chamber that wants to speak in favor or in opposition to adding this to our agenda? If not, I'll accept a motion.

**Motion by Councilman Lester, seconded by Councilman Shyne to add Resolution No. 155 of 2009 and Ordinance No(s) 91 and 93 of 2009 to the agenda. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

Public Comments (*Comments on items to be adopted*)

*Mr. Carroll J. Smith: (3322 Eastwood Drive)* In 1976, I moved my family from Randolph Street to Wisteria Street, the house wasn't very much bigger. It was a 235 house that had been repossessed, but it had an acre of land next to it. When I bought the house, it had two little storage buildings on it and no garage. And during the course of being there, I added two more storage buildings. These were permitted, and I went through the process of permitting them and everything else, and then I had a contract salvage to tow cars, and I would leave early in the morning. 3:00 in the morning so I could make it back to work that night or something, and I'd park my truck next door. Had my big half acre lot. And I did that for years. And fortunately, with the help of the Camp (inaudible) in about 30 years ago, we had a 7 ½ % Bond Issue, and I camped out at the Fairgrounds for a week, and I was able to buy me a house at 9513 Royalton. Well Royalton was on a hill and I didn't have room for my truck, and I rented my house, and I retained the use of the storage next door, and parked my truck there, and I would leave in my car and park my truck. And they kept it out of the neighborhood over there. Now Wisteria Street is part of Jenkins Acres, and at one time Standard Oil had a tank farm out there and pumping station and it was highly industrial. And then they had a small community, they had their own water and sewerage, and fire protection, and everything, and then Jenkins Acres started selling acre lots and two acre lots. Well there were a lot of family businesses and businesses run out of houses there. I've got a list of welding shops, and plumbing shops, and lumber yards and just everything. So, it was my kind of place. So, I moved there. When I bought my new house, like I say, I was able with the amount of money I think at that time was like 12%, and 7 ½ was better. But I rented the house out long term for several years, and I never had any problems over there, and when this last renter I had moved out, and he'd been there about 10 years, and it needed a lot of renovation. And I took that time to retile the house, paint the house, go through it and everything, and at that time, I received notice from the Zoning Board that I was in compliance, that I had too many buildings. Well, I went to Mr. Clarke, and asked him how I could best resolve this. And he suggested - - - I told him I had permitted these buildings, and he asked me where my permits were. So I couldn't produce the permits, and at that time the City was recording them in a big log book by date, and not by name, not by address or anything else, and these books were in archives somewhere. So, I went ahead and he suggested that I reapply for zoning and make it legal. And I did. And unfortunately, I was already scheduled to go out of town at that time, and I wasn't able to make

the Zoning Board of Appeals. I asked for a continuance, and they said, I needed to have a representative. So, I did, and probably I couldn't have picked a worse person to represent me. He was a good friend of mine, his wife was my Sunday School teacher, but he just couldn't speak well, and he really didn't do me justice there, and they didn't give me a continuance. And so of course, I've got turned down from the ZBA, so I had to appeal it to you to ask for more time, or either go back to ZBA. I have spent several days down there at the Permit Office and everything else. I have come up with one or two of the permits that I actually did, and everything else. So, I feel like that when I paid my money and I got a permit, that was a contract with the City. And I hold that contract good forever. But anyhow, I'd like to work it out with my Councilman there, Mr. Webb. And like I say, I rent the house for - - - I mean, I get fair rent for it, and so it's going to be nice and the area is going to be nice. We've had a comedy of errors. I've had two houses that a tree fell on the houses, I've had one that the roof blew off and some other problems, and I mean I have to oil the wheel that squeaks the loudest. But I've never been cited or anything for that particular area, and I just feel like I would like to work it out with the ZBA, or if these permits, because they are valid, and Zoning came out and inspected like 30 something years ago. So, I'd like for the Council to either approve my request or turn it back to the ZBA. And I have - - - I furnished Mr. Webb with a copy - - - I wasn't aware I had to have it ahead of time, but I have copies if any of you Councilmen would want.

Councilman Webb: I gave every Council Member a copy. The Clerk made copies for them. They all have copies.

Mr. Smith: Thank you Ron. Like I say, I feel like this whole neighborhood was - - - my aunt moved there in '46 and I know every stitch of it, and everybody had more than two buildings, and everybody had a lot of businesses were run out of there, and that was poor people. They were working people. But anyhow I'll just appreciate your consideration.

Councilman Webb: Well Jim, let me say this. I've been out to your property along with Mr. David Cox and a business owner. And we've had numerous complaints. I know you have felt that the complaints are coming from one or two people, and I assure you it's not. It's coming from several people. And have you found your permits for the rail car? Is that what you're looking for?

Mr. Smith: Yes sir I did. I found that, and I'm working on the one for the other building there. The other two were on site, and my plans was I moved two in there and I was going to repair them and replace two that need to be replaced. And the man that came to speak for me, he's my carpenter, he does vinyl siding and everything, and he's been having cobalt treatments and he hadn't been able to work.

Councilman Webb: You know Jim, I'm not really so sure I'm in favor of giving you anymore time. You've known about this problem for quite some time. And that's the reason why when we went before the MPC or ZBA or whatever they denied you your opportunity - - -

Mr. Smith: No sir, I've known about it less than a month.

Councilman Webb: Well you've known about it way before that, because I was out on your property three months ago, out in the street talking to you about it.

Mr. Smith: I believe we need to check our calendars. I don't think it was that long.

Councilman Webb: You've got a building there that's half a roof is blown off of it.

And - - -

Mr. Smith: And that is not the property we're talking about.

Councilman Webb: Well, I think it is.

Mr. Smith: That's the property behind there. But again, I've got estimates to do that, and like I say, the people that were living in my houses and all, I had to take theirs in first. Which I have, and I'm going to take care of my other problem.

Councilman Webb: What property are you talking about Jim?

Mr. Smith: I'm talking about 2609 Wisteria.

Councilman Webb: You're talking about the house itself.

Mr. Smith: I'm talking about the house itself.

Councilman Webb: And they're wanting to what? What are they wanting to do? Why did you go before the (Inaudible)?

Mr. Smith: Mr. Clarke said that you could only have two out buildings on a lot now.

Councilman Webb: Okay.

Mr. Smith: And at that time - - -

Councilman Webb: And how many do you have?

Mr. Smith: I have four.

Councilman Webb: That's what I'm talking about. And they're about to fall down.

Mr. Smith: No sir, two of them, like I say - - - one of them I've already tore down. The other one I plan to have tore down and moved, but I was going to substitute these two buildings and stay with the same number I had. But these other buildings are portable buildings. They're not stationary buildings.

Councilman Long: Mr. Smith, I've got a question. I know it's not relative to this zoning case that's on hand right now, but you live over in Eastwood in the Bayou, correct?

Mr. Smith: Right.

Councilman Long: And you've got multiple units there also?

Mr. Smith: Yes sir.

Councilman Long: And my understanding is you've got people living in them, or are they just full of stuff?

Mr. Smith: I've got 12 units and 11 of them are occupied sir.

Councilman Long: Okay, I've received numerous complaints from the other residents of that complex about your handling of those units and the trash and stuff around those as well. So I mean, unfortunately your history doesn't help you in this situation very much.

Mr. Smith: That's one thing I don't like about this system we have. No. 1, anybody can call in and say that Joe Blow and make a complaint, and their name is taken down in secret, and they can call back 5 minutes later and say they're John Blow and do that. The same way with petitions. They're never verified, and people stand up here proposing something or opposing something and half the time, they could be brother-in-law from South America. And so is that fair that somebody can muster up a bunch of people? They hire protestors to come out and protest things. So really, if you don't a dog in that hunt, you shouldn't be able to be counted or considered. It's a flaw in our system I think.

Councilman Wooley: Mr. Smith in light of those comments, I do want to say regardless of someone calls and fabricates who they are and you know, acts like they're two or three people, I think what we've seen at least in the last couple of years I've been on the Council, is that facts are facts, and when someone makes a complaint and we drive out there, and we look at the property, and everything is fine, it doesn't matter how many times they call. We have the documentation to prove it is what it is.

Mr. Smith: That's true.

Councilman Wooley: And on the other hand, if we get a complain or five people complain on someone property, and we go out there and it's a mess, it's a mess. It will cited appropriately. So I think I understand your concern, someone may be calling to be vindictive, and that's unfortunate that people have that kind of behavior or nature. But if the facts are there, the facts are there and we move forward. As I appreciate it something has been very effective for us to clean up our city.

Mr. Smith: May I address Mr. Long? You know I tried to contact you about this, and my response was when I asked to talk to you was about what? And I never did get a reply. But the particular part that we're talking about down there is 3 ½ acres behind Eastwood. And I had seven items on there, and they were all garden items. That was the main portion there, and it actually doesn't belong to Eastwood on the Bayou, it belongs to me. And the little ole ladies around there, they really don't have anything to do but run around and check everything out. I've had them check things at 5:00 in the morning. They'll walk around the sidewalk behind my house and criticize if you leave your garden tools out. I mean it's a good place to live. I get \$1,000 a unit out there. So I don't think it's too trashy or nobody would live there.

Councilman Long: I got you. Very good.

Mayor Glover: Mr. Chairman, I probably should not, but I've know this gentleman for a while. I wanted a moment of indulgement?

Councilman Webb: Go ahead.

Mayor Glover: First of all I wanted to say, this individual Mr. Smith has been a servant to the City of Shreveport. He was a firefighter, I think somewhere probably 30+ years. One of the smartest men I've ever met before in my life. Has an IQ I think somewhere north of 140, and I like you all had the unfortunately had the challenge of dealing with some of his zoning and property use issues, and Jim, you can answer or not, but I only want to ask you one question. Do you have a nickname?

Mr. Smith: Junker Jim. I'm going to have to back up on that. If you're going to tell me that, I worked for SWEPCO for 7 ½ years, and I worked on the line crew. My nickname was light bulb. I worked with some of the toughest men in the world and they'd take 12,000 volts in the hand, and I was on the other end of it, and they trusted me with 12,000 volts. But if you didn't have a nickname on the light company, they didn't like you, they didn't approve of you. And I got my nickname Junker Jim hauling cars for the insurance company. But I'm proud of it, it opened a lot of doors, and anybody knows Junker Jim knows that if you call him, he's going to come, he's going to do something for you. And maybe I did a little bit more time doing things for other people when I should be cleaning my own business.

Councilman Webb: I agree.

Mr. Smith: I do a lot. I used to do a lot of volunteer work, and I still do. But since you brought that up Mayor, and you and I worked together on a zoning issue out there, and you hadn't had any problems since that, and we worked together. But you know, I've talked to Council several times, and everybody they all- - - each one of them has a district ,and whatever they want in their district, everybody goes for.

Councilman Lester: NOPE!

Councilman Webb: That's not true.

Councilman Lester: NOPE!

Councilman Shyne: Ask Calvin about it.

Councilman Lester: NO!

Mr. Smith: Y'all (inaudible) and each one of you want to have a say so

Councilman Lester: NOPE!

Mr. Smith: And Monty told me he would be offended if somebody another councilman went into his district.

Councilman Wooley: I just wanted to call Point of Order.

Councilman Webb: Lets stop while we're ahead okay?

Mr. Smith: Okay, Y'all are after Mayor Glover, but he's (inaudible)

Councilman Wooley: Mr. Chairman, I have called al Point of Order on the floor.

Councilman Shyne: Mr. Mayor, I think he wanted to give you a nickname, since he has a nickname, huh?

*Mr. David Cox: (636 Lyles Lane)* My nickname is Opie. Now that we got that out of the way.

Councilman Webb: I told everybody, we're going to have a good meeting today.

Mr. Cox: Yeah, Cracker Jack. Thank you for letting me come before you today on this issue. Just a quick rundown on this location on Wisteria. We have a building/warehouse that's falling down. The roof came off in the last big storm. Pieces of this aluminum roof went across the street. The next time it comes, and you should have pictures of all this. The next time a big storm comes up, it may end up on Jewella, may end up in somebody's yard, may hurt somebody the next time. There are four houses, all of them are full of junk, and I use that word loosely, because you can anything from tile to bathrooms to furniture in each one of these buildings, and then he calls it storage. Okay? He did tell us that he is going to refurbish these buildings. These buildings have been there a while. If I'm going to refurbish something and it's on my property, I try to do it in a legal timeframe. This is not a legal timeframe. The railcar. That railcar hadn't been opened in years. There's grass, weeds and trees growing up around it. He probably can't even tell you what's in there. There's trucks parked on the back side of the warehouse/storage building, and I'm talking about the big storage building. In his stuff that he's given not only to Council, but us, says that he as work trucks. Those trucks have not been cranked, rolled, moved or anything I would say since the 70s. They're in the pictures. If y'all see the pictures.

Councilman Webb: Where are the pictures?

Mr. Cox: Mr. Kirkland, did y'all transfer those pictures?

Mr. Kirkland: We sent the entire file.

Mr. Cox: The file was sent from the MPC. Y'all should have that file. Well, just close your eyes and sit back. Three or more cars or trucks are parked in the back that do not run. You have a trailer back there that has some doors on it, ain't no telling when it was opened. We have a rat problem in the neighborhood now. We have a rodent problem, snakes, bugs. We have people that live in and around that area. I'm not up here losing money when I could be working for nothing. Now I talked to Mr. Smith, briefly when we were out there looking at the property one day. He stopped, and we tried to talk to him nicely. He talked to us in a nice way. But the bottom line is with the T-Bone that we have stood behind and got behind in this city, we need to use T-Bone here. I would invite any of you guys to go out there, take a look at the rental property that he's got. I wouldn't rent it. He was just up here saying that he wanted to work out the problem. I don't see a problem to work out. We have a system within the city limits on property standards. We need to enforce those property standards on this street. We have people that will not come down here and face the City Council, that live on this street because of his past. Okay, he was a fireman, I appreciate his time. But the bottom line is this property needs to be cleaned up, the trailers need to be hauled off, the building needs to be

updated or tore down and the railcar needs to be gone. And maybe then people won't call him Junker Jim. They'll just call him Jim. Any questions? Thank y'all.

*Mr. Al Greene: (428 McCormick)* Nickname? Well, my nickname is sort of my name. My name is Albert D. Green, Jr., but a lot of people call me Al Green. I've given a handout to each one of you, and we've talked a little bit yesterday. This mission statement, this business model was born out of an experience is what is your typical pawn industry. It's in an effort to clean it up to remove products that fall below, what I would consider to be the community standard, and try to replace them with services and products that are well above and useful to the community. And in this mission statement as you go through, you can see I discuss each and every one. Providing a retail lending center for individuals to purchase merchandise, obtain services in a safe, respectful rewarding environment. Implementing a community outreach program that contributes both monetarily, and organizationally with the goal of being a socially responsible organization devoted to helping the community progress. And this is quite lengthy, so I don't want to go through this and just kind of read it off to you. If I can, I'd like to sort of highlight as we go through. The retail lending center model starts with retail, and that's pretty obvious. We're going to have retail, new and used. We'll also have products that come out of course loaning on them. We want those products to fall in line with what I would consider above the standard of the community. Such as home and car marine, ATV, RV, audio and visual electronics, video games, digital cameras, home entertainment centers, furniture, jewelry, mobile phones, clothing and household necessities, computers, and accessories, tools, lawn - - - you kinda get the idea. It's just somewhat of a cross between a - - - it's almost like a WalMart in a way, you know just smaller. Much smaller. When you get to lending though is where we make some of our most significant changes. You can find a lot of those products plus some in most pawn shops. When you get to lending, we've worked with a company that designed a software that will allow us to track customers pay history. We can come up with matching scenarios so that we can get LTVs, loan values on things that we can adjust interest rates, we can adjust amounts given to customers. Those things that benefit the customers. We call it reward based lending. And in that, it's a practice that's been practiced in most all lending institutions in the country, but never in pawn shops for the most part. Moving on to the center. Center being a service center. This is where I think we can provide a unique service to Caddo Heights and Hollywood area, in that in my experience other than getting the 500 signatures on my petition, I didn't find any computer repair shop. I didn't find anywhere you could buy a used computer. You know, it was go to WalMart and spend \$400, or you're just kinda out of luck. Go to the library, or maybe the computer center which was terrific. They have them there. Through this, we can take computers from people that maybe aren't working so well, fix 'em and sell them cheap. If the person is about to throw away a computer, we probably (inaudible) - - - I'll get with it then. Going to EBay drop off services. A person may have an item, they come to a pawn shop, they may not want to sell just immediately, but they'll have the option to leave it with us and allow us to consign it to EBay, and sell it for them. The automotive electronics, because of that location, that allows us to do a service to cars and to boats and to ATVs and these things that in most typical prime locations you don't have. The most important thing I think that we put together for this business model was the community outreach, which is already in place. It's already rolling. We've already had two events with NICHE, they're in full support of us. We've already raised money with NICHE, provided football uniforms for those kids at the community center there at Hattie Perry Park. We've provided money for school supplies. We have every intention to continue right along

with the running of this business. We've also talked with NICHE about other programs and getting real involved. I don't know if anyone here has spent a lot of time at the community center at Hattie Perry Park, I haven't before now, and now that I have, I'm enlightened. And it's a great experience. It's people taking on a huge responsibility and doing a lot of good in an area that is very difficult to (inaudible) it can be rough. But they're doing a great job. It's extremely impressive and I recommend anyone go there and see it. That support that we want to put into the community not only comes from writing checks, but from our organization supporting them. And what I mean by organizational support is just what we did last Saturday. We made it possible for NICHE to give everyone there at the community center free snow cones. Now I mentioned this to Mr. Shyne yesterday. To give them free snow cones, by being there the body is formed. You know people are working, they're doing this, they're doing that, we were able to provide the bodies, not only the supplies and the machine and all that, but the bodies there to do the work, and get it for 'em, and NICHE can shake their hands and you know go with it. And they didn't have to have four or five people, there all that NICHE really needed was one. And when you're doing fundraisers, a big cost in fundraisers is sometimes hiring people or caterers or these sort of things to take care of these for them, and we want to help. Not only in that, but in support of that. I would only ask that when you consider this application, that you not only consider it from the basis of, okay, let this guy go into business, but maybe by saying yes to me, you encourage other business and other entrepreneurs in the city to design a business model that is good for the community, that stands above the community standards, that provides a product that is good and useful for the community and it would encourage them to try to achieve the same. Thanks, and do you have any questions?

Councilman Long: How many people are you going to employ at this location?

Mr. Greene: At that location, should be right around 10.

Councilman Long: Brand new jobs?

Mr. Green: Oh brand new jobs, oh yeah. And it will grow. It really depends on the amount of business you have. And then with that space, it's so versatile. We don't know yet - - - we have an idea, and we really don't know where we're going to lay out first, but before it's over with we don't know what goods, services and products we're going to win there. And as far as capital investment, we have set aside the money, we're ready. That building will have several hundred thousands in improvements. Any other questions?

Councilman Shyne: Not necessarily a question, Mr. Greene. If I needed a spin doctor, I'd come to you first. Let me finish and then you can comment. You - - - and I like how you say, you'd call it a WalMart. And I like how you say the unique services. I know those people are just tickled to death to get these unique services that you're going to bring into the neighborhood. And I know when you gave out those snow cones, ah I know those people were just tickled to death. We've got somebody that's going to give us something great. They're going to give our kids some snow cones. They come into our community, and mess it up. You know if it's such a good idea, you ought to take it - - - you ought to take it in Broadmoor. Let me finish, you and I both can't talk at the same time. If you notice, I didn't say anything during your 20 minute talk. Or you ought to take it down Youree Drive if it's so good. And Mr. Greene, this is nothing personal, because Lord knows I love you, and I think you're a fine fellow, and I know you're going to be a good businessman, but I just want you to take your business somewhere else. This is a residential neighborhood. We're trying to create a neighborhood where people would want to move back in it and raise their families. People that I talk to don't want to come back in and invest in a neighborhood where you've got pawn

shops. Now there might be some sections of town that might want to do that. And I was going through your list here, you know you've got people in your petition that don't even live over there. I was looking on there, and I saw Louis Wells, and Ms. Scott, you know those are people who have lived over there for years and years and years. And from the people that I've talked to, what they want is a good comprehensive neighborhood. They want their schools improved over there. They want their streets improved over there. They don't want no place where somebody can come and buy a handgun, or what is that an AK - - - what is that an AK45. I'm sorry, what is it? Okay, 47. Okay, sorry - - - can come and buy a shotgun, or somebody could come and like you say bring some old boats and things sitting out, or you got old cars sitting out. You know, they were glad when we came up with this idea of taking back our neighborhoods. You can't take back neighborhoods where you've got WalMart sized pawn shops. Nobody want to live in those areas. If it's such a good idea, I don't know where you live, but you ought to take it down the street from where you live. Now, let me - - - now I told you, you and I can't talk at the same time.

Councilman Webb: I'm going to give you a chance to say something

Councilman Shyne: Right he's going to give you a chance to say something else. Now we got some other people that's going to come up and - - -

Councilman Walford: Mr. Chairman, I'm going to call a Point of Order. We're in Public Comment, not debate on this issue.

Councilman Webb: I understand that, I understand that.

Councilman Long: Yeah, I agree.

Councilman Walford: Now I would suggest Mr. Shyne would be correct to save that for debate.

Councilman Webb: Yeah, yeah, save that for debate.

Councilman Shyne: I'm through. I was trying to do it so we wouldn't prolong it so during the debate. But I'll - - -

Councilman Webb: But he's correct with the Point of Order.

Councilman Shyne: Right, I'll save it, if Councilman Walford would rather hear it during debate.

Councilman Webb: (Inaudible), then I'll allow you to do that.

Mr. Greene: I would probably like to make only one comment. The Pawn Shop I'm trying to open is in my district, and that it's in NICHE's district and that we're all in full support of it.

Councilman Shyne: Okay, I'm going to save the rest of 'em so Councilman Walford can join me in debate.

*Mr. Louis Wells: (406 Woodrow)* Good afternoon. I live about two blocks and a half from where the gentleman would like to put the pawn shop. Super Pawn Retail Lending Center. And I wonder what other businesses is he involved in? Is it more than just this pawn shop, or does he have some others. What I would like to say is this. B-2 has a wealth of enterprises you can get involved in, and if he's really interested in doing something to enhance the community, he could chose a flower shop and some of those. There's a wealth of them. B-3 is not only a pawn shop. B-3 opens a Pandora's Box, where he can have a lot of other things. And so if the pawn shop disappears after it opens, it certainly leaves the door open for some other things under B-3 that would not be conducive to maintain the type of community that we would like to have. Just let me say this. I served in the military for 31 years. I came back to 406 Woodrow Street, because that's where I wanted to live. My wife's family lives in the

place that I'm living in now. I grew up on Milam Street, the 1800 block of Milam Street. So I have a vested interest in the community. And I do not, sincerely do not believe that the pawn shop would enhance what we would like to have in the community. And I would suggest he select something under B-2. That would be in the interest of the community that I live in. So I would request the board to deny the request.

Councilman Long: Where does he live?

Councilman Webb: He wants to know where you live.

Mr. Louis: Where do I live? 406 Woodrow Street, 71108. Two blocks and a half.

Councilman Shyne: Thank you Lou.

*Dr. Ed Gonzalez: (5220 Greenwood Rd)* Good afternoon. I'm the Pastor of Linwood Baptist Church which is located at 1622 Midway. I'm not for this. I've been there for 7 years in this neighborhood. We're doing everything that we possibly can to clean the neighborhood up to the extent that I have personally gone to my church that is paint that is needed to always paint the graffiti off the Family Dollar Store. And if you were to drive by today, you'll notice that there's no graffiti. The minute it gets up there, we take it off. The problem that I've been facing is the young people that we have within this community that are constantly being caught with weapons. We talk about that we don't want weapons there, but this will offer more weapons. Not only will it offer more weapons, I think where do these weapons come from. They will come from our homes that are burglarized. I'm a victim of a burglary, but I also own a weapon and I take very good care and license to have that weapon and don't need anybody pawning it off. But at the same time, we're talking about not only weapons, other maybe adult entertainment and movies, and things that come up constantly, we ask what is going to be given back to our community? Great snow cones? That's great. But what is happening with our children that we need to be out there, so I'm asking that we take in consideration of what it is that a pawn shop takes in? What is it that they do? We now know everyone of us in this room, that if you get caught with a crack pipe, you're going to be arrested. Yet, go into our local filling stations, and you can buy crack pipes. They're right there on the counter, which just blows me away. I don't understand it. But the more that you go in, we're talking about WalMart size? Come on now. I don't need WalMart prices, I'm battling WalMart everyday for it to get lower prices. But you walk into WalMart and their prices can be just equivalent to the prices that you find in these stores and everything. So, the question that I have is what are going to get out of this? How much more is it going to get into our neighborhoods. What is our young people - - - is another convenient place? We all know that we had a young man shot at a pawn shop. We also know that look at the different pawn shops that we have there, over there on Hearne and Hollywood. We've got Linwood near 3132 where that young man was shot. We have the 70<sup>th</sup> over there by the Church's Fried Chicken, Hollywood near Winnfield, you know? So we have plenty of them. What's the purpose of putting another pawn shop here. And I'm in agreement with you Mr. Shyne, I think that if this gentleman thinks it's such a great idea, go to your neighborhood. I think we have enough in the neighborhood. As a Pastor, I try to do everything that I can from having what I have in my church, the food bank ministry, the clothing ministry, the free education, the free computer classes, and we struggle through some of that stuff, but I struggle mostly to try to keep our young people and people at heart, and get them to stop committing these crimes, and live a right life. So thank you for listening to me today, and bless each one of you.

Councilman Shyne: Not necessarily a question, but I want to thank you for coming down, and I want to thank you for having the sensitivity of trying to preserve a certain amount of integrity in our neighborhood. This is what we need. Thank you Pastor.

Dr. Gonzalez: Well you one thing I would like to add if I can. We're going to be building right there. We're not moving. I received my degree two years ago, and many people think that when you get a Doctor Degree, you're going to move out of the lower income neighborhoods. That's not my theory. I'm going to be there till either Jesus comes back, or he tells me to move. But in the meantime, watch what's happening on that corner, and watch and see that we will build a beautiful facility there to match the building with to blend in with LSU there, but one that will enhance and make our community which that neighborhood by the way is called Lincrest Subdivision, and we plan on building a sign that says 'Welcome to Lincrest Subdivision'. Thank you.

Mayor Glover: Mr. Chairman, if I could have just a moment. Dr. Gonzalez, I just want to make sure that the Council knows that I'm a classmate of Dr. Gonzalez', that obviously don't have the doctorate that he's earned, but he and I are members of the 2006 of the Class of the Shreveport Citizens Academy. And he has since gone on to get the next level of training, and he serves in addition to being a minister and a pastor within this community. He's also one of our auxiliary police officers. So he wears the uniform and serves it well, and Dr. Gonzalez, wonderful to see you down and thank you for coming.

Dr. Gonzalez: And just got on as a Chaplain. One of the three Chaplains for the Shreveport Police Department, which I'm proud to be a part of.

*Mr. Jack McLeod: (189 Pomeroy Dr)* I'm not here to talk about the pawn shop, am I in the correct spot here?

Councilman Webb: You're in the correct spot.

Mr. McLeod: Thank you. Okay, what I'm here to speak about today is you are considering Ordinance No. 66 of 2009, establishing regulations relative to the conduct of oil, gas and other hydrocarbon well operations within the city. Ordinance 66 is based on state regulations that were promulgated at the state level without any real input from local government, nor from local citizens. They were created by the state with input from the petroleum industry. The State Department of Natural Resources had a hearing on these regulations on May 21<sup>st</sup>. The Caddo Parish Attorney, and the Caddo Parish Sheriff, and many local citizens negatively impacted by Chesapeake operations spoke up. They all wanted more stringent regulations. According to government officials that I spoke to at the state level, at the parish level, and at the city level at that meeting, they told me it was just a dog and pony show. They were right. Because not one word was changed from the proposed regulations to the final regulations. In fact, I've been told that, and I don't know how reliable my source, but I was told that the final regulations were printed even before the hearing was held. The only way left then to better protect our neighborhoods is through negotiated leases. There is that old, but true cliché, the devil is in the details. Individuals can do very little to change these details. In neighborhood organizations, negotiating a lease can with the help of experts, stand a better chance to change those details. I'm also here today to correct some misunderstandings and some mischaracterizations of neighborhood organizations that were expressed recently by Council Chairman Webb. Most neighborhood organizations were formed to protect, to preserve, and to improve the character of our residential areas. That is our purpose, that's what we have done. When we became aware of the Haynesville Shale plate at the same time you did I suspect, we citizens, just like you did, went to Ft. Worth seeking information on the best

practices available to us. We did that just like you did, and we formed groups, such as the Shreve Center Coalition, who put together neighborhood organizations. Neighborhood organizations are formed for many other reasons. We did that. This is an mineral lease that was sent to me. This is a lease that was sent to me. You can't read it, you probably only see shades of gray and a little bit of white. The reason is, it's very fine print. I'll read it to you. Naw, I'm not going to. I wouldn't put you through that. No. 1, it's too long. Look how many pages this thing is, and all the fine print. Now I print things on my stuff with a 12 point type face. This is a 6 point type face. Not only is it too long, it's too small, and besides that, it's full of jargon and gibberish. I doubt most of you understand it any better than I do. Therefore I have to consult experts. I went to my attorney, and I said, I need help. He said, I'm not an oil and gas attorney, I suggest you find an oil and gas attorney. So, with that in mind, what chances does an individual citizen have in understanding a lease and what's best for an individual citizen when a practicing attorney doesn't have a good knowledge of what's in there. Are we simply to trust landmen who come around tell us this is in the best interest for us? No. I'm not going to do it, you're not going to do it for yourself. You're not going to do it for the city. You enjoy the services of our esteemed city attorney over here. She does a fine job for you, but she relies on experts too. And that's what we did as a neighborhood organization. We went out and got experts, pro bono experts to help us out. So we could educate residents, enlighten residents and help residents understand what went into the leasing process. We neighbors banded together for that reason. We got these experts pro bono, because we have no budget. We stand to make no money, we are a nonprofit corporation. We are not in it for the money. We are not in it for greed. We are in it for need. When people asked us to help protect them, that's why we are doing it. Since there's money involved, and there is money involved. On all this leasing, this little park right up here is about money. All the rest of it is the details, the details where the devil lies. So, this is about the livability of our neighborhoods. This is about fairness. This is why the Mayor and the neighborhoods deserve your support in this matter. The playing field is tipped. This is a level playing field. Right now, it's tipped almost vertically in favor of the gas companies. We're trying to tilt it a little more horizontal so we don't fall off. That's all we are asking. Just like the Mayor has asked, that you as the city council in your leasing, at least give voice to the neighborhood organization that we could use a little help. But when you say that we are just being greedy, that is totally, totally wrong. We were never offered anything. We didn't ask for an increase, you did. We didn't. Thank you very much.

Councilman Wooley: Mr. Chairman, thank you Mr. Chairman. And I'd spoken to Jack on the phone while he was on vacation in Montana, so what I'm about to say and Jack's already heard, but I do think it's important to communicate this, at least as one of the Council Members who voted for us to move forward, and looking to move forward with this resolution. And like I told Jack on the phone, everyone has a responsibility with the land that they are given. We as a public body are responsible for the public land that is in our coffers. We felt as the Council, that it was in our best interest, especially in light of a \$6,000,000 shortfall this year, to move forward and the hopes that we would gain some money to the bonus as well as the ongoing royalty. It took about 2 hours I think that Friday, to come up with a compromise on what level we would go with the minimum bid to the state mineral board where everyone felt comfortable enough to go forward and do that. Obviously, the Mayor expressed some concern, and some resistance in the action of going forward, even though he did not sign or veto what were about to put into place, or we did put into place, excuse me. But we still think

it was in the best interest of our city to do that. By no means, I don't think and correct me if I'm wrong, and I told the Council Members that by our actions are we definitely not looking to stop anyone in the private sector, because I myself am a government official, I am a private citizen as well with all land to deal with. We're not looking to hinder anyone's efforts, and I have no problem obviously communicating to Chesapeake and to the rest of the gas and oil companies that may be bidding on the land or doing any business in the city of Shreveport that we want you to hopefully engage every neighborhood association, because I think personally being part of a neighborhood association, they would benefit us, if you do so to engage us, not necessarily individually, because there's concern. I'm not saying they are, but it has been communicated that they would pick us off, one by one. Because we always know there's power in numbers and there's a lot more that can be done if there's a multitude of people. But I wanted to express my positioning as a Council Member. So we think it's best for the public land given to us. Hey first round, we missed the boat. There's not getting around it. You know we were excited and kinda looked with anticipation with this land because it actually came (inaudible) with interest. Had that not happened, we'd still be without anything, and we haven't even gotten there, so we don't know what's going to happen. But that's my position and I wanted to share it with you publicly, because I said I would do that on the phone as well. So, thank you Mr. Chairman.

Councilman Long: Mr. McCleod, I'd like to also try to clarify one issue that seem to spark all this, was the notion that Chesapeake or Twin Cities or anybody else would not deal with neighborhood associations. And that's not entirely correct. I think what was missed in the noise of all that was the fact is if the leasing agents in this case Twin Cities or Chesapeake and Petrohawk, whoever represents them, they're preference is when they do get into a lease situation with anybody, you know they would especially with a large group of people, their preference is to have, is for that group to have a designated attorney or land professional or somebody that is acting as an agent for that group who when everybody gets to the table, they're in a situation where they know they're dealing with a professional whose either been hired or otherwise engaged by that group to represent them. And in so representing them, they say, well gee I represent you know X number of acres with Y number of owners and this is where we are and this is how we're going to work all this out, and this is the terms that we're interested in trying to achieve. And like you said, the devil is in the details. And I agree with that. So I think there's a lot of misinformation going around about the fact that they didn't - - - they would prefer to deal with that sort of level of individual as opposed to, say a Ken Krefit with the BNA or the Captain Shreve Neighborhood Association, they will tell you, I'm not qualified to negotiate the lease. And Twin Cities will tell you, that they don't want to negotiate with that person, they would rather negotiate with an attorney, or again, a hired professional landman who is a designated, contractual agent for that group. Because it becomes a legal - - - there's legal issues involved.

Mr. McCleod: I understand that, and we are aware of that, and I'd like to respond.

Councilman Long: And my point, and I'll let you respond, is that if the neighborhood groups stay together, and find that professional person to represent them and a true agent relationship, they're going to have to talk to y'all. There's no way around. And I just wanted to make that point.

Mr. McCleod: We do have attorneys who are not signed to a contract, but they are oil and gas attorneys who have indicated they will negotiate with us. They have drawn up contractual terms to work with - - - we have talked with Twin Cities, and Mr. Farley and I

went and met with Twin Cities. Twin Cities continues to work within our neighborhood individually, going around knocking on doors asking people to meet individually, which is their prerogative. When people say I'm a part of the Shreve Center Coalition, we'd like to have somebody to meet. When you are there, they back out and say no. We don't deal with coalitions.

Councilman Long: Well - - -

Mr. McCleod: And that's what they tell us.

Councilman Long: And I realize that that's probably not the best message, but there is a way to work through that. And again, the key is, I would suggest you guys get organized.

Mr. McCleod: We are organized.

Councilman Long: When I say organized, I mean go to the next step, and get your attorneys engaged. And if somebody comes in and says - - - like they're - - - if they start talking to individuals in the neighborhood, at that point, say fine, here's my attorney's phone number, give him a call. He represents me. And that's the end of it. And either they do a deal or they don't do a deal at that point. I mean, you have that power. It's with you.

Mr. McCleod: We do, but they're still going around in neighborhoods surreptitiously trying to - - -

Councilman Long: You can combat that, you can overcome that.

Mr. McCleod: And we just appreciated the effort of the Mayor to step forward and say, we the City, would like You, Chesapeake and your agent Twin Cities, to work with neighborhood groups. And when the Council had the opportunity to second the Mayor on that, to voice their agreement, they did not do it. You did not do that.

Councilman Shyne: Jack, it was just like the Mayor going up to Detroit and telling General Motors, look, I want you to keep that branch of General Motors open in Shreveport. Chesapeake don't operate on what the Mayor thinks here in Shreveport or what we think in Shreveport. That's a multi-billion dollar company. They would go out of business if they operated on what every town or every village, or what every city - - - I mean this is what the free market is all about. This is what capitalism is all about. This is what we founded this country on. The free market system, and Jack you know this as well as we do. We'll dictate what the price that you get for you land. I know some boys who wear coveralls, that don't live out where you all live, who got some good deals. They didn't have no expensive lawyers. I mean they slop hogs everyday. They farm and go on. Ole country boys who were able to buy 2 or 300 acres of land. We didn't help them out. The Mayor didn't step forward. We didn't step forward. We didn't help them. Now all of a sudden, we're supposed to help somebody. I've had 'em stop by my house. Joe look, I've got \$25,000 an acre. You all didn't help me. Look at Desoto Parish, they didn't get no help. Look at Caddo Parish, they didn't get no help. We just had some city employees to come up and say hey look, we need some raises. You all need to unlock that - - - you all need some money. Well you know we can't do it, because Jack McCleod and them don't want us to do it right now. You and me can't talk at the same time now. Let me finish.

Mr. McCleod: I didn't mean to interrupt you.

Councilman Shyne: Right, right, right. We've got the Chief sitting over there, who just got a grant. We're looking at hiring 27 additional officers from that grant. But we also need some matching money, Jack so you can be safe in your neighborhood. So I can be safe in my neighborhood. I love you, I think you're fine fellow, but Jack I don't mind listening to you and how I need to make decisions down here on the Council, but I can't make 'em the way you

think I ought to make 'em all the time. And I hope that you're civilized enough and intelligent enough to know that you and I can disagree, and we don't have to be disagreeable. We can disagree and I'm not trying to destroy the community, and you're not trying to destroy the community. We can't sit here and make decisions every time we make a decision on popularity. Jack, we need some money. We had employees that were down here who haven't had a raise in 4 or 5 years. I wished I was able to go to Montana for vacation like you did. Some of those employees don't have the money to take the kind of vacations that you and some of your friends are taking. They need some money to pay their light bills, to put food on the table, to pay the doctor bills for their little kids when they get sick. Jack, it's a lot of things that we have to take in consideration. And Chesapeake is not about to let you or I either one, or the Mayor over there, to dictate to them how they need to run their business. When it gets to that point, then they're going out of business. And Jack, they're drilling all around here. And I don't want to speak for the Chairman, but if anything that was said, that it seemed like it might have been negative, it was not meant to be negative. It was not meant to be negative. Because we love Shreveport. I've given my life here. I was born on a little hill right over there, old Confederate, in a room with a whole bunch of folks that had tuberculosis and everything. I just happen to be strong enough to survive. Some of y'all sitting there might be old enough to remember. Calvin doesn't.

Councilman Lester: Nope.

Councilman Shyne: But we love Shreveport, and all the decisions that we make Jack, is going to - - - we're trying to make them in the best interest of Shreveport. Now we disagree from time to time, but that's the great thing about a democracy. That's what makes this country so strong. We might have a lot of things that we need to improve on in this country, but this is the greatest country on the face of God's green earth. I wouldn't trade it for nothing. So I appreciate you coming down and I love your remarks, but I still stand by the decision. And a lot of those ole boys that I told you about that wear those overalls everyday, that some of the didn't go no further than 10<sup>th</sup> or 11<sup>th</sup> grade, they got \$25,000 an acre. They didn't have no lawyer. They didn't have no accountant. Jack, it can be done. This is America, the greatest country in the world God bless you Jack. I'm through Mr. Chairman.

Mr. McCleod: Councilman Shyne, we once again were not focused on money. We were focused on drilling conditions. And that was what I've said here today. And it's not about the money, it's about the conditions. The state promulgated some drilling regulations. The city tried to make some, the parish tried to make some that were more stringent, but those didn't go through, we want to get some more stringent because frankly, our neighbors, your constituents want to be protected.

Councilman Shyne: They will be, they will be.

Mr. McCleod: And that's why we want to put provisions within those leases that protect the people. Even more so than what the regulations are in this No. 66. That's all we ask, and if the city can work with the residents to do that, then that's great. We as residents only have myself. I don't have a large estate, I have a tenth of an acre. Most of people have a quarter of an acre or less. We're not the farmer in bibbed overalls with 200 acres, getting \$25,000, it's apples and oranges. It's city and parish, because you're in the city. That person is in the parish.

Councilman Long I wanted to assure you that Terri Scott, the City Attorney is working with the various groups to try to come up with some language and some ordinances that we can apply within the, woven within the context of the state law, which I agree is woefully

inadequate in some ways. So we're trying to do what we can. And the stuff that's currently on the agenda is going to be postponed again today. So, we're not rushing into this by no means. And there will be time, and what we probably need to do is - - - is this going to fall under Public Safety, or what committee would this fall under, the discussion about this? We probably need to have some meetings and invite you guys to be there at the table, so that we can have discussion.

Mr. McCleod: I agree, that's very important because there was a Public Safety Meeting held a month or two ago, that I was interested in attending, and I think it might have to do with the weight limits, or something at that point. And I went to the city website to find a time for it or some kind of posting or said somewhere when this Public Safety Meeting was going to be held. And it was not on there. I finally called I think it was Mr. Thompson, and talked to him, and he gave me that time.

Councilman Long: Well, it should be posted, and I apologize, if it wasn't.

McCleod: If it was posted, it was not posted in a very obvious place.

Councilman Webb: It was in the newspaper as well.

Councilman Long: Well we'll try to make it better so that you can find those in the future. Anyway, let's put him on our email list so that he gets his notices.

Councilwoman Bowman: Mr. Chairman, I did want to mention as well, we are not postponing this today, we discussed postponing it today. So, it's not anything that, you know, we're just sitting here looking at and deciding to postpone. The decision was made before now, and I think this is maybe the third time to my knowledge that we have postponed it.

Mr. McCleod: Oh yeah, and Mr. Wooley made that perfectly clear.

Councilwoman Bowman: Okay, well I didn't hear Mr. Wooley say that when he was speaking, addressing you a little earlier.

Confirmations and Appointments: None.

#### **CONSENT AGENDA LEGISLATION**

#### **TO INTRODUCE RESOLUTIONS AND ORDINANCES**

**RESOLUTIONS:** None.

**ORDINANCES:** None.

#### **TO ADOPT RESOLUTIONS AND ORDINANCES**

**RESOLUTIONS:** None

**ORDINANCES:** None.

#### **REGULAR AGENDA LEGISLATION**

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

*The Clerk read the following:*

#### **RESOLUTION NO. 139 of 2009**

#### **RESOLUTION STATING THE CITY OF SHREVEPORT'S ENDORSEMENT OF MID-CITY PLAZA, LLC TO PARTICIPATE IN THE BENEFITS OF THE LOUISIANA RESTORATION TAX ABATEMENT PROGRAM AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY:**

**WHEREAS**, the Restoration Tax Abatement has been created by the Electors of the State of Louisiana as an Act 445 of 1983, and amended in Act 783 of 1984, Article VII, Part II, Section

21(H) of the Louisiana Constitution and Louisiana R.S. 47:4311-4319, to authorize the Board of Commerce and Industry, with the approval of the Governor and the local governing authority and in accordance with procedures and conditions provided by law, to enter into a contract granting property owners who propose the expansion, restoration, improvement or development of an existing structure or structures in a downtown development district, historic district, or economic development district, established in accordance with law, the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development; and

**WHEREAS**, the City of Shreveport desires to promote economic activity, create and retain job opportunities, and improve the tax base throughout the City for the benefit of all citizens; and **WHEREAS**, it is the desire of the City Council to foster the continued growth and development (and redevelopment) of the City to the continued prosperity and welfare of the City; and

**WHEREAS**, this project is located in the Center City Economic Development District; and

**WHEREAS**, this project is a commercial property;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby approves the MID-CITY PLAZA, LLC application 2008-1062 for participation in the Louisiana Restoration Tax Abatement Program.

**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 Walford, 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.**

#### **RESOLUTION NO. 145 OF 2009**

#### **A RESOLUTION ACKNOWLEDGING THAT THE CITY COUNCIL HAS REVIEWED THE 2009 INTERNAL “MUNICIPAL WATER POLLUTION PREVENTION REPORT” CONCERNING THE NORTH REGIONAL AND LUCAS WASTEWATER PLANTS**

WHEREAS, the state permits under which the North Regional and Lucas Wastewater Treatment Plants operate require an internal survey form to be completed annually and submitted to the City Council for review; and

WHEREAS, forms for the past year have been completed by City administrative personnel, after consultation with engineering and operational personnel, and are attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal and regular session convened, as follows:

That the City Council acknowledges that it has reviewed the attached survey forms, and that the recently completed capital projects at the North Regional and Lucas wastewater treatment plants, in conjunction with ongoing lift station and sewer main capital projects and ongoing system maintenance, are intended to maintain compliance with the conditions of the plants’

permits.

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 Walford, 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. 146 OF 2009**

#### **A RESOLUTION AUTHORIZING AND PROVIDING FOR THE WAIVER OF PERMIT FEES FOR THE CONSTRUCTION OF THE SPORT SOUTH EXPANSION PROJECT WITHIN THE CADDO/BOSSIER PORT COMPLEX, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

WHEREAS, an expansion project of the Sports South Partners, LLC, a Port tenant, is being constructed within the Caddo/Bossier Port Complex. Total investment in this Port project is estimated to be approximately \$4.5 million and total employment will be approximately 65; and

WHEREAS, this 75,000 square foot Sport South Expansion Project will serve as a storage and distribution hub to its existing facility; 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 the Sport South Expansion Project within the Caddo/Bossier Port Complex 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 Shyne, seconded by Councilman Walford to adopt.**

Councilman Long: You know I'm here again, we've got the Port coming to us, to do something, and granted the Sport South is a Shreveport based business. I have nothing with them but, I'm just having a hard time with the Port, whose got all this money. Why don't they pay for the fee? Why are they coming to us, for us to waive and to give away, and here we are in a tight budget situation as we've been all year? You know and I realize the economic development initiatives are good and important, but Sport South is here. They're not going anywhere. The big opportunity for them to have gone elsewhere occurred several years ago,

and we abated fees back during that time frame for them to stay here, because they seriously were thinking about moving to Texas. But they didn't, so their business continued to expand and now they want a new building, and they want us to give up what is it, \$28,000? And you know if the Port is so gung-ho to keep them as a tenant, why don they pay for it? That's just my feeling about this situation. Giving our money, monetary deal, I'm not going to support this. Again Ron, let me make sure they understand this is nothing against Sport South. I like those guys.

Councilman Lester: Thank you Mr. Chairman. I think that Councilman Long makes a very good and valid point relative to the whole nature of the relationship between the Port and the city. I would suggest maybe Mr. Chairman, one or two things. 1) I would suggest maybe postponing this particular item, and maybe speaking with the folks at the Caddo-Bossier Complex. I have not been in conversation with them relative to find out what their position is maybe to working with us in terms of the fees, but at the same time, I do think that we should not be afraid to waive fees for serious economic development projects. And this is a very tough economy, and certainly, if the folks at Sports South partners would have decided not to do the plant expansion, we would not even be in a position to have the fees for them to waive. I mean, you can't miss what you don't have. And to the extent that these folks are privately of their own volition investing in Shreveport, investing in the Port to the tune of, as I appreciate it, \$4.5(million), expanding their employment to 65 persons and this is going to be a larger facility to the tune of 75,000 square feet, and it's going to be a storage and distribution hub which as I appreciate it, as their operation expands and they can do more business, and they can hire more people, and you have more people that have a reason to come into Shreveport. And when you look at the investment in terms of the \$28,000 in fees, which we would not have if they were not expanding, I think it's something pretty minuscule. If this were a scenario where you know we were waiving that level of fees for something that was not as substantial, I would tend to agree. But I don't think that we can be, what is it, penny wise and dollar poor when it comes to making sure that our present economic environment, we diversify our city and our region's economic base to the fullest extent possible. And if that requires a waiver of fees, to the tune of \$28,000 that we wouldn't have had anyway, I mean what have you lost Mr. Chairman and Mr. Long? So, I do understand the point that you're making, but when you look at trying to make an investment and to incentivize private investment, I think this is a small scenario. I mean, this council to its credit passed a tax scenario where we induced the movie industry to come. And you know the hit that we could take with the movie industry is upwards of and has capped at \$150,000. These guys already have a budget, and we're talking about waiving \$28,000 in fees. Would I love to have that \$28,000? Sure I would. I mean I can think of maybe half of a block that I could pave in terms of asphalt. But Mike might even tell me, it might even be less than a block with the price of oil right now. But when I juxtapose the cost of half of a block to \$4.5 (million), I would have to defer on the investment.

Councilwoman Bowman: I just had one question basically for the Administration. Because when this came up before, and we kinda discussed it, and I think that Mike then when it came up for introduction, I'm not exactly sure. And I don't know if they contacted you all, or who they actually talked to, but if you can recall the conversation that dealt with the actual Port, not the business here, but the Port then the Port decided to back off. Is that correct?

Mayor Glover: Yes Ma'am, that's correct.

Councilwoman Bowman: And at that particular time when we discussed that, if I'm not mistaken, I think mostly everybody said okay, we're fine. Now that that occurred, because the

main concern was the Port itself. But not the actual business.

Councilman Long: Yeah, all but me.

Councilwoman Bowman: Well I didn't hear you say nothing.

Councilman Long: I'm saying it now.

Councilwoman Bowman: Okay. Well anyway, I'm just looking at the business side of it.

Councilman Long: Can I respond just real quick to Calvin Lester, and I'll be through? I just wanted to say, if this were a brand new business, I wouldn't have this discussion. But this is an existing business that's expanding.

Councilman Lester: Yeah, but - - - and I'm going to be quiet. Often times economic developers will tell you that - - -

Councilman Shyne: I'm (inaudible) Dale.

Councilman Lester: And I appreciate your indulgence Mr. Shyne. It's very much duly noted.

Councilman Shyne: Okay.

Councilman Lester: Most economic development professionals will tell you where cities make the mistake is always incentivizing new business in a mercenary fashion, and not incubating local businesses. And I think when we have a local business that want's to expand, I think it's biblical that charity begins at home. And if we're going to - - - I mean, cause you know you could make argument that these are the guys with their Ad Valorem taxes that give us the ability to spend this money on other things. So the fact that someone who has invested and who has a local payroll, and local citizens has said I believe in what this council and these folks are doing, I want to take that to the next level. And all I'm asking you to do is waive the \$28,000 in fees, I think that's a no-brainer. But I do understand.

Councilman Long: Duly noted. Thank you.

Councilwoman Bowman: You're welcome.

Councilman Shyne: Mr. Chairman, I'm not as flowery with the command of the King's language as Councilman Lester, and I know Councilman Lester and I usually agree on everything, and - - -

Councilman Lester: This is true.

Councilman Shyne: And this is one time that we will agree. And of course, Councilman Long has a point. But when you look at Mr. Mayor, when you look at \$28,000, and you're looking at a company that's going to invest millions of dollars, and the way this economy is nowadays, I think we would be making a mistake. Now, I'm pro-business. I might not be for liquor stores and pawn shops in residential neighborhoods. But I'm pro-business. And I think that this - - - I mean I think we're coming out way ahead. Now, maybe you could sit down and maybe talk with them a little bit later on, but I think on this particular case, Dale, if you're going to invest millions of dollars in something, I don't mind giving you \$28,000 back. So, I think this is kinda of nit-picking. And Mike, I love you and I don't want you to fall out with me, and I don't want you bring this up, when I ask you to vote for me, and you kill my dog and you might kill my cat. But I think it would be the right thing to do at this particular point.

Councilman Walford: Mr. Chairman, just a brief comment. Mr. Lester touched on it, Mr. Shyne touched on it. We're talking about somebody that's going to make a \$4.5(million) investment in a building, 75,000 square feet, which is going to be very nice on our tax rolls, but when you figure what's going to go in that building, it's also going to be on our tax rolls, it's

going to be a lot of merchandise in there subject to Ad Valorem Tax. So, this one time, Mr. Long and I are going to disagree. Mr. Shyne and I do agree.

Councilman Long: I just had to talk about it.

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

#### **RESOLUTION NO. 149 OF 2009**

**A RESOLUTION RATIFYING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH SPORTSPECTRUM, INC., IN CONJUNCTION WITH THE RIVER CITIES TRIATHLON AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, the River Cities Triathlon will be held from July 31 – August 3, 2009; and WHEREAS, the event is sponsored by Sportspectrum, Inc., and supported by the Shreveport Regional Sports Authority as a significant economic impact event; and

WHEREAS, over 1,300 triathletes are expected to participate in the event resulting in an estimated \$1,200,000.00 economic impact on the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the execution of a cooperative endeavor agreement with Sportspectrum, Inc., is hereby ratified.

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

#### **RESOLUTION NO. 155 OF 2009**

**A RESOLUTION TO ESTABLISH THE REVENUE COLLECTION COMMITTEE AND TO OTHERWISE PROVIDE WITH RESPECT THERTO.**

BY: Councilman Monty Walford

WHEREAS, Resolution No. 114 of 2009 was adopted by the City Council on May 26, 2009; and

WHEREAS, Resolution No. 114 of 2009 recognized the millions of dollars of revenue that the City of Shreveport has not collected and the obligation of officials of the City to collect said revenue; and

WHEREAS, Resolution No. 114 of 2009 directs the Chief Administrative Office and the Director of Finance to devise and implement a plan to collect outstanding receivables; and

WHEREAS, Resolution No. 114 of 2009 requires the Chief Administrative Officer and the Director of Finance to provide the City Council with a report concerning the status of said plan and the implementation of said plan at each regular Council meeting; and

WHEREAS, no effective plan has been devised and/or implemented to date to collect

outstanding receivables; and

**WHEREAS**, the Council does not have adequate time during its regular meetings to devote to this matter and a Council Committee is needed for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that the Revenue Collection Committee is established to work with the Administration relative to the development and implementation of a plan to collect outstanding receivables of the City and to report and recommend legislation to the Council as needed.

**BE IT FURTHER RESOLVED** that the Revenue Collection Committee shall consist of three (3) Council Members.

**BE IT FURTHER RESOLVED** that Resolution No. 114 of 2009 will remain in 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 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 Walford to adopt.**

Councilman Walford: This is my resolution and I spoke to you about it. Please don't take this as a slight to any committee, but I think there are two committees on this council that have just done stellar work. I'm a member of one of 'em, but I'm not trying to toot my own horn here.

Councilman Shyne: Yes you are.

Councilman Walford: I think the Property Standards Committee over the last six years has done a fantastic job, and I think Ms. Bowman's Public Safety Committee has done a fantastic job. The interaction with the various staffs and your close work like the 56 Point Plan, and I think what Mr. Sibley was saying, and the Mayor points to this being very beneficial if we have a Council Committee to work with the Administration. Because frankly, I don't think we get very far trying to discuss it here in Council. And I think it would be much better served for this committee to have the opportunity to work with the Administration, with the City Attorney, come forward with recommended ordinance changes such as Mr. Sibley's recommended. So, I think it would be very beneficial. And then I won't have to ask quite as many questions every Tuesday. So I would ask for a 'YES' vote please.

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

Councilman Lester: Mr. Chairman, would you consider since we have a number of people that are waiting for I think two particular items that are on the bottom of the agenda. I want to step good and tread lightly, because these are not in my district. But would you entertain, both to you and Mr. Shyne calling those items out of order so that we could debate them

Councilman Webb: 88 and 89?

Councilman Lester: Yes sir, so that those folks won't have to wait.

**Motion by Councilman Lester, seconded by Councilman Wooley to suspend the rules to consider Ordinance No. 87 of 2009 and BAC-44-09. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

*The Clerk read the following:*

15. **Ordinance No. 87 of 2009**: ZONING C-37-09: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport zoning ordinance, by rezoning property located on the NE corner of St. Vincent Avenue and Hollywood Avenue, Shreveport, Caddo Parish, Louisiana, from B-2, Neighborhood Business District and I-1, Light Industry District to B-3, Community Business District with MPC Approval, and to otherwise provide with respect thereto. (B/Walford)

**Having passed first reading on July 28, 2009 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 Wooley to adopt**

Councilman Walford: You know I really appreciate the comments that Mr. Shyne has made and I know that he's passionate about his opposition to this. I'm equally passionate about having something positive happen in this area. Just so you know where it is, what was there previously was the Linen Service and (inaudible) Recycling. Those have been empty. One block to the north it's Lash, the second block is the very famous Clanton Street. And you know, we've had enough bad there, now we're in a position to have someone make a significant investment, and while I understand that some of Mr. Shyne's constituents are opposed, if you'll go through the petition that you were given, you will find name after name on Natalie, which is right at the base of the water tower there, Lash which is the first street behind the Bell State Fina Station. Clanton. But you've got neighbors that are in support. I don't think we're taking a chance with this. I think it's going to be a benefit to the area, and I would ask you for your vote. It is in my district. Thank you Mr. Chairman.

Councilwoman Bowman: I did want to make one statement, and I've tried on yesterday while the two were here to try to see if they could compromise in some fashion. I don't know what happen with that - - - Ms. Linda Scott, told me that her main concern there, or No. 1 concern was the fact that he would probably have assault weapons there. And then I spoke to Mr. Greene's and I questioned him about the assault weapons. So, I never got a clear answer Councilman Walford as to if they tried to reach some type of compromise. I'm directing to Councilman Walford.

Councilman Walford: I discussed it with Mr. Greene, and put in a stipulation against the assault rifles, and at that time, he was agreeable, but we can call him back up. And I will be happy to state that. I was just asking Ms. Glass - - - we'll have to do an amendment, it won't take but a minute, or we can hear the other case.

Councilwoman Bowman: I'm worried about Ms. Scott. I want to make sure that she was (inaudible).

Councilman Walford: Yeah, I - - - Ms. Scott was gone when I got through talking to the Mayor yesterday after the meeting. So, I did speak to Mr. Greene. But I would have not problem with amending to put that stipulation.

Councilman Shyne: Okay before we start putting stipulations, I think Ms. Scott and Dr. Gonzalez and Mr. Louis Wells spoke very well about the concerns of the people that live close to that location. Ms. Scott is coming back now, and I think Ms. Scott and those people are against the pawn shop going there. That's not really what the people want in order to improve that neighborhood. They don't want a Super WalMart pawn shop. They want businesses there that will improve the value of their property. And the value of that neighborhood. Pawn shops will not do that. Liquor stores will not do that. Juke Joints will not do that. Once you zone it B-3, once you change the zoning, there's a Pandora's Box that will be opening up. And we're talking about getting people to move back into these inner city neighborhoods. They're not going to do it. You wouldn't want to do it. You would not want a pawn shop. Matter of fact, we had some people down the other day who didn't want a used car lot. Spring Lake, and it was zoned for that. People are concerned nowadays. There was a time, you know you could just put anything you wanted to anywhere. Give out a few snow cones and some ice cream and a few red soda pops and thumbs would go up. Mr. Hardy, you know times have changed. We want integrity within our neighborhood. We want a safe environment in our neighborhood. We want a safe place to raise our kids. We don't want our kids running up and down the street and one block over, you've got a Super WalMart pawn shop. People going in and out buying everything. People hanging around. You've got people coming in like you say to get their cars fixed, boats and going on. How we going to improve our neighborhoods? How we going to improve the integrity and the value of our neighborhoods? How we going to ask people to move back? I'd like to see a person like Attorney Dannye Malone move back in the neighborhood. You tell me he wants to come back in a neighborhood, where one block down the street, he's got a pawn shop. And he's saying, now baby, you've got to be careful now, there's a pawn shop down there. I see Mr. Moore sitting back there, a young man, a young business man. We want young people to come back in our neighborhoods Mr. Mayor, that's going to stabilize these neighborhoods. Pawn shops don't stabilize no neighborhoods. I've seen it. I've seen it. I would ask this council would you want this next door to you? Would you want this in your neighborhood? I'm asking you to please, and this is not personal. This is about saving our neighborhoods. This is about saving our kids, our babies, our young people. This is about providing a better environment for our young people to grow up in. Please, I'm asking you to listen to the young people. I would ask you to vote 'NO'.

Councilwoman Bowman: Mr. Chairman, I wasn't finished. I was asking a question to Councilman Walford and we waited on Ms. Scott to come back. Ms. Scott, I listened to - - - come to the mic. I listened to what you had to say, I was out by the monitors. But yesterday afternoon, I didn't get a chance to talk back with you. When you mentioned the assault weapons, and I understood your concerns, did you all ever have the opportunity to, you and Mr. Greene, to even discuss that, or you just decided that that was just it?

Ms. Linda Scott: Mr. Greene and I talked yesterday.

Councilwoman Bowman: After you and I talked?

Ms. Scott: Yes, yesterday, after you and I talked. But I also was bombarded by phone calls and people in the community. As I say, I represent a neighborhood association. We've been about 5 years. And I know people in that community. I go to Hattie Perry Park, and all like that. And I know people in there. And I worked 29 ½ years at Caddo Heights. I retired

from Caddo Heights Elementary, so I can understand what he's saying about the petition and the people, but I served that school two different occasions as President. My church is in that district. You heard Mr. Greene speak on what the church said, the members voted on that. People called me yesterday. They were not for this. He and I did speak on different things, weapons, you know AK47. He publicly said that at a meeting to the constituents in that neighborhood that were both Hollywood and Caddo Heights residents at that meeting. Those people called me yesterday when I got back home, and said I hope that the vote didn't go. We don't want it in the neighborhood Ms. Scott, did you go? And I told them I said, it's put off till tomorrow, come down and speak yourself. So, I can only say what the people are still calling me. I've been in board meeting with my neighborhood association, they still said that this morning. So, that's all I know. He and I talked and - - - he and I said we have nothing personal against each other. You know he seems like a nice person and everything. And we stood out there and talked, but I'm still hearing what people have elected me to say. You know? Their opinions and what they're saying. That's all I can do, is to speak for the neighborhood association membership. And these are paying people and people that are not even there. People at my church where I am teaching Sunday school and all of this. And I can only say that we did talk. He and I did talk and we've had a pretty good conversation, and I know what you said.

Councilwoman Bowman: Well thank you for that. What I was trying to do was recapture what transpired after the conversation when I left yesterday evening, and you know I look at both sides of the coin. I understand (inaudible) business, but I also understand the community. I understand Hollywood, I grew up over there. But in reference to Councilman Shyne, where I live at this very moment on Milton, I walk maybe five houses down on Jewella, make a right turn, two blocks down there's a Max's on the left. I live in the hood, so I know what it's like. There's another one up the street from me. I see both sides of what's going on, but my main concern is this particular time, was the fact that I talked to you, I talked to him yesterday just to see both sides and hope that the two of you had compromised. But if - - - and I'm always for the community. So I just needed to know exactly what happened after I left.

Ms. Scott: Okay, well we did talk. Only thing I have to say is I ask the Council Members to let your conscious be your guide. Why have us out there trying to organize neighborhoods? Why have us out there beating street and calling people and having monthly meetings, and trying to preserve our community when we don't have a voice. We live in that community.

Councilwoman Bowman: You have a voice. I'm listening to your voice here now.

Ms. Scott: I'm putting my life on the line. You know I told you that before what happened when I walked out the building. So that's all I have to say. Let your conscious be your guide.

Councilwoman Bowman: Mine guides me every time I come here. Thank you.

Councilman Walford: Mr. Chairman, at this time, I'd like to do a subsidiary motion and add in Section 2, add Stipulation No. 3 that will read as follows: *No assault rifles shall be held for sale on the premises.*

**Substitute motion by Councilman Walford, seconded by Councilman Wooley to add Stipulation No. 3, No assault rifles shall be held for sale on the premises.**

**Amendment No. 1 to Ordinance No. 87 of 2009**

In Section II, add stipulation No. 3 to read as follows:

3. No assault rifles shall be held for sale on the premises.

Councilman Walford: And Ms. Bowman tells me that she's going with the neighborhood, but I've got to ask, what about the other neighborhood association in that very neighborhood that says yes? That supports it. Which one carries the weight?

Councilwoman Bowman: Well let me say this. This is not about Ms. Bowman, I have the right to vote anyway I so choose.

Councilman Walford: And I have the floor right now too.

Councilwoman Bowman: Yeah, but you made that accusation.

Councilman Webb: Ms. Bowman answered your question, but go ahead.

Councilman Walford: I did not ask a question. Now we all need to vote our consciences. We have something in my neighborhood. You all ask me to support things in your neighborhood, I generally do that unless there's a terrible reason not to. Vote your consciences. I ask you for a 'YES' vote, but if you're not comfortable with it, don't vote 'YES'. That's all I can suggest. I'd appreciate a 'YES' vote. I think it's a development that will benefit the neighborhood.

Mr. Thompson: Mr. Walford for the record, this is Amendment No. 1 to Ordinance No. 87 of 2009.

Councilman Walford: I'm sorry, I said No. 3.

Mr. Thompson: You said a subsidiary motion.

Councilman Walford: Well okay, so do we vote on the amendment, and then the ordinance? Okay, so I would ask for a 'YES' vote on the amendment to restrict assault weapons. And then a 'YES' vote on the ordinance as amended.

Councilwoman Bowman: I want the record to show that I said that I was not going to be able to support this, that I was going to support the neighborhood. Everyone has voted anyway that they so choose on issues whether they're in my district or anybody else's district, that's not the issue for me at this particular time. I have two neighborhood associations adjoining and right in Queensborough, and I listen to those folks, and when they speak, hey I listen. I have other neighborhood alliance group, when they speak, I listen. It's about the will of the people with me and as much as I like Mr. Greene's idea, and I like Mr. Greene, but and I see at this particular point, that maybe the vote comes down to Ms. Bowman. And Ms. Bowman's votes on how she planned on voting. And that's it.

Councilman Shyne: Mr. Chairman, just one more. You know, I would ask for a no vote on both of these. I think it's just a bad, it's a terrible idea. Good person with a terrible idea.

**Motion to adopt Amendment No. 1 approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley. 4. Nays: Councilmen Webb, Shyne, and Bowman. 3.**

**Motion by Councilman Walford, seconded by Councilman Long to adopt Ordinance No. 87 of 2009 as amended. Motion to adopt Amendment No. 1 approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley. 4. Nays: Councilmen Webb, Shyne, and Bowman. 3.**

## **ZONING BOARD OF APPEALS**

*The Clerk read the following:*

**BAC-44-09:** Property located on the south side of Wisteria, 300 feet west of Jewella, Shreveport, LA *Mr. Carroll James Smith*, 3322 East wood Drive, Shreveport, LA 71105 (E/Webb)

**Motion by Councilman Webb, seconded by Councilman Wooley to uphold the decision of the Zoning Board of Appeals. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

**INTRODUCTION OF RESOLUTIONS:** *(Not to be adopted prior to August 25, 2009)*

*The Clerk read the following:*

1. **Resolution No. 151 of 2009:** A resolution authorizing the use of certain equipment by the Susan G. Komen Race for the Cure, and otherwise providing with respect thereto.
2. **Resolution No. 152 of 2009:** A resolution authorizing the use of certain equipment by the North Shreveport Business, and to otherwise provide with respect thereto.
3. **Resolution No. 153 of 2009:** A resolution authorizing the use of certain equipment by Cooper Road USA for the annual back to school celebration, and to otherwise provide with respect thereto.
4. **Resolution No. 154 of 2009:** A resolution declaring the intention of the City of Shreveport (The "City") to proceed with loans in an amount not to exceed One Million Eight Hundred Thousand (\$1,800,000) Dollars for the purpose of building Twelve houses for Concordia Place Development in Stoner Hill (The "Project"), Approving the application to the Louisiana Housing Finance Agency for a \$1,000,000 forgivable loan to use Louisiana Housing Trust Funds as a market based subsidy for affordable housing for the "Project", Approving the application to Bancorp South for a \$800,000 construction loan for the project, paying the cost of closing of the loans, making application to the Louisiana State Bond Commission, Hiring professionals in conjunction with the loans; Authorizing disbursal of the proceeds of the loans to or on behalf of qualifying first time homebuyers, authorizing the mayor and the Clerk of the city to do all things necessary to effectuate this resolution, and otherwise providing with respect thereto.

**Read by title and as read, motion by Councilman Wooley, seconded by Councilman Walford to introduce Resolution No(s). 151, 152, 153, and 154 of 2009 to lay over until the next regular meeting. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

**INTRODUCTION OF ORDINANCES:** *(Not to be adopted prior to August 25, 2009)*

*The Clerk read the following:*

1. **Ordinance No. 92 of 2009**: An ordinance authorizing amendments to the lease agreement with Studio Operations, L.L.C., and to otherwise provide with respect thereto. *(Not to be adopted prior to September 8, 2009)*
2. **Ordinance No. 93 of 2009**: An Ordinance to amend and reenact Chapter 90 of The Code of Ordinances relative to the no through truck routes and to otherwise provide with respect thereto.

**Read by title and as read, motion by Councilman Walford, seconded by Councilman Wooley to introduce Ordinance No(s). 92 and 93 of 2009 to lay over until the next regular 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 Numbers)* The Clerk read the following:

1. **Ordinance No. 66 of 2009**: An Ordinance to adopt Chapter 25 of the City of Shreveport Code of Ordinances establishing regulations relative to the conduct of oil, gas and other hydrocarbon well operations with the City of Shreveport, and to otherwise provide with respect thereto. *(Postponed July 28, 2009)*

**Having passed first reading on June 23, 2009 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 Walford to postpone.**

Councilman Long: Mr. Chairman, are we going to have some kind of public meeting to talk about this and other - - - I'd like to try to get that going sooner than later just to get everybody engaged so that we're all together.

Mr. Sibley: Mr. Chairman, the next thing we'll have Councilman Long is the meeting between the City Attorney's office and the representatives from LOGA. After that, we intend to bring it forward.

Councilman Long: Well I want to have some public meetings.

Councilman Webb: You want to put it under Public Safety meeting?

Mr. Sibley: We can work with that.

Councilman Webb: Would probably be the best thing?

Councilman Long: I think that would be the most feasible.

Mayor Glover: Mr. Chairman, if I could I would probably suggest that we might best served in having some form of a public hearing that we actually held in the afternoon hour. Preferably after 5 that would give folks a chance to come.

Councilman Webb: Where?

Mayor Glover: We could have it here, we could have it out somewhere, we could have it away from Government Plaza, but some place that would be convenient and as I said, not to say anything that we handle inside the Administration, and you guys do on Council, but our meetings are during the workday. I think it would be best if we have a chance to be able to do this in an environment that makes it possible for people to come in and give us their ideas and

thoughts and comments. And we factor that in before actually move forward in the form of final passage.

Councilman Walford: Mr. Chairman, and if I may, get the word out through your press person to the neighborhood associations if we could, and I don't think we need to have it here because I think it's going to be well attended. I think it's going to fill the chambers. I like the idea of a school or another venue.

Mayor Glover: We could the school, we could do the convention center, we could do Riverview Hall.

Councilman Walford: Riverview would be - - -

Mayor Glover: We could contact Pastor Rod at Summer Grove, and that place is good, parking is convenient, but yeah, somewhere probably beyond here after 5 and that would allow us to accommodate a lot of people.

Councilman Shyne: Also Mr. Mayor, I think it would be, and I know you all are probably going to do it, is to make sure you be in contact with the state to see what their regs are, because you know it wouldn't be good for us to draw up a bunch of regs and it's not in agreement with what the state is doing. Because Mayor, you've been down there, and you understand how y'all mash this down. And you all did it on a bunch of occasions.

Mayor Glover; Mr. Shyne, I guess I think this may be one where and I think we're going to have to be that voice here at the local level that even if we don't have the authority, or the ability. I mean, I think we've got layout some area at the very least of concern that hopefully, that the folks at the state level will give some consideration to as we go forward. Because I can tell you, the biggest surprise I've had in this whole situation so far was to go to Texas and discover that as much as the Oil and Gas Lobby there has had an influence in Austin for years, to find out that the local government there have so much power and authority in terms of being able to regulate and protect their citizens and their neighborhoods than we have in Louisiana. And so while the statutes as they currently exist may limit our abilities, I think we at the very least need to stake out some territory that says that these are some areas and some gaps and some lapses that we think need to be considered at the state level. And of course, just as we did with the public meetings we had last year, to kinda educate and inform people on this deal, we would welcome an opportunity for Mr. - - - cause Mr. Welch at the office of Conservation did in fact come down and he sent representatives to the other. So we would extend an invitation to him as well as other folks at the state level, obviously the Sheriff and others, but this is one where we've got a short stick, but we've got a big problem.

Councilman Shyne: Did I hear you say a big problem?

Mayor Glover: Big problem with a short stick.

Councilman Shyne: Alright.

Mayor Glover: And we'll work with Public Safety to put that together.

Councilwoman Bowman: The 27<sup>th</sup> is what she has on her calendar. I mean, look and see if that convenient for you all. And we'll just coordinate it with the place.

Councilman Lester: And as it relates to the idea of location, I would suggest, I would ask that the Council or the Administration consider having this meeting in a city facility. Whether that be Riverview or the Civic Center, or either Civic Theatre. I think it needs to be a City of Shreveport building, lest we feed into this idea that there is one group that is superior versus the other. Because you know my folks in North Shreveport, we have this thing about always having to go to Youree Drive, and so to have something way out there, I think that would kinda prejudice folks.

Councilman Long: And it might be multiple meetings too.

Councilman Lester: Right. You know I think we should - - - not that we have anything with or against the folks on Youree Drive, because it's not about that, but many times when you deal with things, you always, there's a perception that certain people, ideas reign supreme versus others. And since this is in fact a city concern, I think the one way we can ameliorate this idea that we are favored one who versus another, whether it be Captain Shreve or whoever is to have it in a civic facility, so that just ends that debate. It's a city issue, everyone has some skin in the game, I would just throw that out for consideration.

Councilman Shyne: Well how about Southwood?

Mayor Glover: Mr. Chairman, with that in mind, I think we've only got two options. One is either Riverview Hall, the other is the convention center.

Councilman Webb: Riverview sounds better to me, I think that'd hold everybody.

Councilman Long: Be easier to set up too.

Mayor Glover: Cheaper as well.

Councilman Webb: Lets go to Riverview.

Mayor Glover: It's a possibility that we would get crowds approaching what we had last year for the Haynesville meeting, then the convention center might be better. But I think Riverview would be a good guess especially as Councilman Long just suggested that we possibly look at two dates as opposed to just one, if we want to make sure.

Councilman Shyne: I think Riverview will hold us.

Mayor Glover: We'll target Riverview, we'll have Shelly pull up the available dates, we'll - - -

Councilman Walford: The theatre, right?

Mayor Glover: Well either one. Riverview Hall or Riverview Theatre. I think the theatre Shelly holds how many? The theatre will hold 1,700 and the hall holds - - - so probably the theatre will probably be - - -

Councilman Lester: Right, and then we don't have to have the Fire Marshal sitting there with a clicker going.

**Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, and Bowman. 6. Nays: None. Out of the Chamber: Councilman Shyne. 1.**

2. **Ordinance No. 67 of 2009**: An Ordinance to amend Chapter 78 of the City of Shreveport Code of Ordinances to adopt regulations relative to the placement of pipeline across City-Owned property or within city rights of way, and to otherwise provide with respect thereto. (*Postponed July 28, 2009*)

**Having passed first reading on June 23, 2009 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 postpone. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

3. **Ordinance No. 75 of 2009**: An ordinance amending the 2009 General Fund Budget, and otherwise providing with respect thereto. (B/Walford)

**Having passed first reading on July 28, 2009 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.**

**Amendment No. 1 to Ordinance No. 75 of 2009**

**Amend the Ordinance as follows:**

**In Section 2 (Appropriations):**

In Office of the Mayor, Decrease Personal Services by \$12,500 and Increase Contractual Service by \$12,500.

Adjust totals and subtotals accordingly.

**Motion by Councilman Walford, seconded by Councilman Long to adopt Amendment No. 1 to Ordinance No. 75 of 2009. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

**Motion by Councilman Walford, seconded by Councilman Long to adopt Ordinance No. 75 of 2009 as amended. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

4. **Ordinance No. 76 of 2009**: An ordinance amending the 2009 Capital Improvements Budget, and otherwise providing with respect thereto.

**Having passed first reading on July 28, 2009 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 Long to adopt.**

Councilman Walford: To make sure I understand, we're taking the money from that project and going to reserves is that correct?

Mr. Thompson: That's correct.

Ms. Pilkinton: Yes.

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

Mr. Thompson: On the item that just passed, what I wanted to say was the - - - administratively, the Administration had already done that, this just does that budgetary.

Councilman Webb: Okay.

5. **Ordinance No. 77 of 2009**: An ordinance amending Ordinance No. 130 of 2008, An ordinance adopting the 2009 Riverfront Special Revenue Fund Budget, and otherwise providing with respect thereto.

**Having passed first reading on July 28, 2009 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 **Lester** to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.

6. **Ordinance No. 78 of 2009**: An ordinance amending the 2009 General Fund Budget, and to otherwise provide with respect thereto

Having passed first reading on **July 28, 2009** 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 **Long** to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.

7. **Ordinance No. 79 of 2009**: An ordinance amending the 2009 Capital Improvements Budget, and otherwise providing with respect thereto.

Having passed first reading on **July 28, 2009** 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 **Lester** to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.

8. **Ordinance No. 80 of 2009**: An ordinance amending the 2009 Riverfront Development Special Revenue Fund Budget, and to otherwise provide with respect thereto.

Having passed first reading on **July 28, 2009** 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**.

**Amendment No. 1 to Ordinance No. 80 of 2009**

**Amend the Ordinance as follows:**

In Section 2 (Appropriations):

Decrease Contractual Services by \$12,500 and Increase Operating Reserves by \$12,500.

Adjust totals and subtotals accordingly.

Motion by Councilman **Walford**, seconded by Councilman **Long** to adopt Amendment No. 1 to Ordinance No. 80 of 2009. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.

Motion by Councilman **Walford**, seconded by Councilman **Bowman** to adopt Ordinance No. 80 of 2009 as amended. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.

9. **Ordinance No. 82 of 2009**: An ordinance creating and establishing a No Parking Zone on the south side of the 1500 Block of Myrtle Street, and otherwise provide with respect thereto. (A/Lester)

**Having passed first reading on July 28, 2009 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 Walford to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

10. **Ordinance No. 83 of 2009**: An ordinance amending Ordinance Number 50 of 2009 to extend the deadline for execution of an agreement with Union Pacific Railroad relative to the closure of the At-Grade railroad crossings at Wyngate Boulevard located between Valleyview Drive and Woodmont Street and Malcolm Street located between Corbitt Street and Midway Avenue, and to otherwise provide with respect thereto.

**Having passed first reading on July 28, 2009 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 Bowman to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

11. **Ordinance No. 84 of 2009**: An ordinance amending and re-enacting Chapter 38 of the City of Shreveport Code of Ordinances relative to Housing and Property Standards, and otherwise provide with respect thereto.

**Having passed first reading on July 28, 2009 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 Bowman to postponed. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

12. **Ordinance No. 85 of 2009**: A Supplemental Ordinance amending and supplementing Resolution No. 131 of 1984 (the "General Bond Resolution") adopted on June 12, 1984, as amended acknowledging and approving the issuance of not exceeding \$11,000,000 principal amount of Utility Revenue Bonds, Series 2009, of the City of Shreveport, State of Louisiana, in accordance with the terms of Resolution 33 of 2009 adopted on February 24, 2009, approving and confirming the sale of such bonds; pledging revenue of the System to secure such bonds; designating said Bonds as Build America Bonds pursuant to Section 54AA of the Internal Revenue Code of 1986 as amended; prescribing the form, and certain terms and conditions of said Bonds; and providing for other matters in connection therewith."

**Having passed first reading on July 28, 2009 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.**

**Amendment No. 1 to Ordinance No. 85 of 2009**

Delete the ordinance as introduced and substitute the attached ordinance.

**Motion by Councilman Lester, seconded by Councilman Bowman to adopt Amendment No. 1 to Ordinance No. 85 of 2009.**

Councilman Walford: I will be voting 'NO' on all of this. I think while it might be a worthwhile project at sometime, now is not the time. Mr. Thompson and I sat in on a meeting where there was discussion about being able to meet our obligations with the current water rates, with the obligations that we have now. Last meeting, this council voted \$200,000 a year for Bioaset and I know that the Mayor says that I cannot connect the dots on that, that they're not related. And the other thing that you haven't heard is that in 2013, there's a \$6,665,700 balloon coming due on the Bioaset payments which have got to come out of water and sewer. I don't think we can afford this. I heard all this, it's going to pay for itself, and I did find it kinda almost amusing that (inaudible) would guarantee that it'll pay for itself, but it forget the guarantee, it's going to cost us an extra \$5,000,000. So, I will be voting 'NO'. A 'YES' vote I think is going to raise water rates in the not too distance future.

Councilman Wooley: I too will be voting no and have done so consistently throughout this process for a few reasons. 1) We are millions of dollars in debt with water and sewerage bonds. I don't think the timing like Councilman Walford said is the best time for us at this point. I was also concerned about the research that was done, just I think in the spirit of transparency and accountability, not saying that the numbers are not accurate, but I think it would serve us well if a third party company would have done the research outside of a company that actually got to bid on the process. I think that would have served us better to the public, and also I am concerned that we can actually come up with \$6.6(million) in only four years, 3 ½ years? I think these things need to be considered and that's why I'll be voting 'NO'

**Motion approved by the following vote: Ayes: Councilmen Lester, Long, Webb, Shyne, and Bowman. 5. Nays: Councilmen Walford, and Wooley. 2**

**Motion by Councilman Lester, seconded by Councilman Bowman to adopt Ordinance No. 85 of 2009 as amended.**

Councilman Lester Briefly Mr. Chairman. Thank you Mr. Chairman. As I appreciate it there are a couple of things going on with this particular item. We're doing - - - I understand the issue in terms of 2013, but just like there were some issues with bond obligations coming and maturing at certain periods of time within our council tenure, and I'm speaking to Mr. Walford now. Those issues were refinanced and moved forward. So, certainly I can give you chapter and verse as it relates to the hotel debt that there was a balloon payment, that had we not met, and had not refinanced, we would have been put in a negative situation. But prudent people refinanced that debt and moved forward and go on. As I appreciate it, all parties that went through this process, the bidders individually and Mike Strong assured us in fact that this was not going to be a situation where were going to have to raise water and sewer rates. That in fact if we move forward this particular project, we're getting later, newer technology with larger commercial meters that would allow us to collect the money that has been going out the

door for quite some period of time. And I would say to Mr. Walford, that just as we believe that we need to be fiscally responsible, in terms of collecting those funds due to us by people on parking tickets and property taxes, I think we also need to be just as diligent with dealing with the most fundamental thing that is ours, which is our water, that large scale corporation and concerns have been being allowed to be use to the point where we are losing money over a number of years, and as I appreciate it, having reviewed the data from every individual that submitted as part of this process, all numbers came back to show that this project does cash (inaudible), the savings are there to justify this project. I mean maybe Councilman Wooley, if this was a deal where we had put out this RFP and only one person responded, then yes, I could say well maybe that particular business is only telling us something that they want to hear, because it's not accurate. But as I appreciate it there were at least four or five responders. Some of them very major concerns, some national corporations, some international. And each one of them arrived at the same point that showed this, this, was able to be done. So again, if we are going to move forward in terms of gleefully spending the money to get parking meters that are going to be more accurate so that we can collect those funds, and we're talking about \$100, and we've got millions of dollars that have been going through the city's coffers because meters that are installed at large, now this is not individual, these are not you know mom and pop that live in Allendale or Mooretown or Hollywood or Queensborough, these are large scale operations that have millions of gallons of water going through them everyday, and water meters that are 10, 15, 20 years old. And if it takes us this amount of money over the period of years to collect that which we have been losing and a cash flow, and it does not raise the water rate, then I think the prudent thing for us to do is to do it. And I don't see how we can use one set of analysis to do one project and don't use that same analysis for the same thing ostensibly, particularly when it happens in the same meeting. Thank you Mr. Chairman.

**Motion to adopt Ordinance No. 85 of 2009 as amended approved by the following vote: Ayes: Councilmen Lester, Long, Webb, Shyne, and Bowman. 5. Nays: Councilmen Walford, and Wooley. 2**

13. **Ordinance No. 90 of 2009:** An ordinance authorizing a lease of certain city-owned property to the Caddo Sheriff's Department and to otherwise provide with respect thereto. *(Not to be adopted prior to August 25, 2009)*

**Having passed first reading on July 28, 2009 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 Lester to postponed. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

14. **Ordinance No. 86 of 2009:** ZONING C-36-09: 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 State, 100 feet west of St. Vincent Avenue, Shreveport, Caddo Parish, Louisiana, from R-1D, Urban, One-Family Residence District to R-2, Suburban, Multi-Family Residence District, and to otherwise provide with respect thereto. (B/Walford)

Having passed first reading on July 28, 2009 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 Wooley to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays:

16. **Ordinance No. 88 of 2009**: ZONING C-38-09: 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 Fairfield Avenue, 75 feet south of 62<sup>nd</sup> Street, Shreveport, Caddo Parish, Louisiana, from B-1, Buffer Business District to B-1-E, Buffer Business/Extended Use District limited to “a restaurant with take-out business” only, and to otherwise provide with respect thereto. (C/Long)

Having passed first reading on July 28, 2009 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.

Councilwoman Bowman: Did we ever find out what kind of take out?

Councilman Shyne: Ron said it was Chinese food. Go by there and get you some.

Councilman Webb: We never found out?

Councilman Long: Never found out.

Councilman Webb: Maybe we're better off not knowing.

Councilman Shyne: Low calorie.

Councilman Long: According to Joe, it might be chitterlings.

Councilman Shyne: It's nothing wrong with that Michael.

Councilman Webb: Yeah, I eat 'em.

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

17. **Ordinance No. 89 of 2009**: ZONING C-39-09: An ordinance amending Chapter 106 of the Code of Ordinances, the City of Shreveport zoning ordinance, by rezoning property located on the SW corner of Linwood Avenue and Flournoy Lucas Road, Shreveport, Caddo Parish, Louisiana, from B-2, Neighborhood Business District to B-3-E, Community Business/Extended Use District limited to a “contractors storage yard” only, and to otherwise provide with respect thereto. (D/Wooley)

Having passed first reading on July 28, 2009 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 Long to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.

13. **Ordinance No. 91 of 2009**: An Ordinance amending the 2009 Information Technology Internal Service Fund Budget, and to otherwise provide with respect thereto.

**Having passed first reading on July 28, 2009 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 Walford to adopt.**

Ms. Pilkinton: This had to do with the - - -

Mr. Sibley: The IT

Ms. Pilkinton: The IT ah - - -

Mr. Seaton: Mr. Chairman, this is a companion to Ordinance No. 78, which has already passed. Ordinance No. 78 took the money out of, or appropriated it. Took the money out of General Fund and Ordinance No. 91 puts it into Information Technology Internal Service Fund.

Mr. Sibley: For those emergency repairs.

Councilwoman Bowman: I couldn't hear what he was saying.

Mr. Thompson: Well what I said earlier about the procedure, is that what you want Mr. Bowman? To explain?

Ms. Bowman: The procedure? No, I understood that. I didn't hear the actual reading.

Mr. Thompson: Okay, It's Ordinance No. 91 of 2009. An ordinance amending the 2009 Information Technology Internal Service Fund Budget.

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

*The adopted ordinances and amendments follow:*

#### **ORDINANCE NO. 63 OF 2009**

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY LOCATED ON THE NW CORNER OF EAST KINGS HIGHWAY AND ZEKE SHREVEPORT, CADDO PARISH, LOUISIANA, FROM B-2, NEIGHBORHOOD BUSINESS DISTRICT TO B-3, COMMUNITY BUSINESS 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 after having earlier been considered and DENIED at a public hearing by the Shreveport Metropolitan Planning Commission of Caddo Parish, Louisiana,** in due, legal and regular session convened, that the zoning classification of property located on the NW corner of East Kings Highway and Zeke, Shreveport, Caddo Parish, Louisiana, legally described below, be and the same is hereby changed **from B-2, Neighborhood Business District to B-3, Community Business District** and legally describe as:

A portion of Lot B and a portion of the abandoned R/W of Beaumont Street, Valencia Subdivision, generally described as bounded on the east by Zeke Drive, on the south by E. Kings Hwy, and on the north by a tract described in Book 867, conveyance Records of Caddo Parish, LA, located in Sect. 8, T17N, R13W, Shreveport, Caddo Parish, LA, more particularly described as: Commencing at a point on the W'ly R/W line of Zeke Drive, being the northernmost corner of Lot A, Valencia Subdivision, thence S28°42'18"E 308.99 feet along said W'ly R/W line of Zeke Drive; thence S28°23'40"E 279.05 feet along said W'ly R/W line of Zeke Drive; thence S24°40'40"E 114 feet along said W'ly R/W line of Zeke Drive to a

found 1 inch iron pipe being the POB of the tract herein described: thence continue along said W'ly R/W line of Zeke Drive the following 3 courses: S24°48'58"E 61.81 feet to a found ½ inch iron rod; along the arc of a curve to the right (Delta=31°27'22", Radius=142 feet, Chord Bearing= S8°37'22"E 76.98 feet) a distance of 77.96 feet to a set chiseled X in pavement; S26°16'54"W 51.28 feet to a set chiseled X in pavement on the N'ly R/W line of E. Kings Hwy; thence along the arc of a curve to the right (Delta= 8°19'48", Radius= 1112.06 feet, Chord Bearing= N82°42'17"W 161.53 feet) 161.68 feet along said N'ly R/W line of E. Kings Hwy; thence N7°50'0"E 52 feet to a set chiseled X in pavement; thence N52°30'0"E 174.40 feet to the POB. Said tract contains 0.480 acres M/L.

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 a 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.

**Amendment No. 1 to Ordinance No.63 of 2009**

Delete the ordinance as introduced and substitute the attached ordinance.

**ORDINANCE NO. 75 OF 2009**

**AN ORDINANCE AMENDING THE 2009 GENERAL FUND BUDGET AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY: Monty Walford**

**WHEREAS**, the City Council finds it necessary to amend the 2009 budget for the General Fund.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 131 of 2008, the 2009 General Fund budget is hereby amended as follows:

In Section 1 (Estimated Revenues):

In Section 2 (Appropriations):

In City Council decrease Personnel Services by \$2,000 and increase Material and Supplies by \$2,000.

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance No. 131 of 2008 shall remain unchanged and in full force and effect.

**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 to be severable.

**BE IT FURTHER ORDAINED** that all ordinances or parts thereof in conflict herewith are

hereby repealed

**Amendment No. 1 to Ordinance No. 75 of 2009**

Amend the Ordinance as follows:

In Section 2 (Appropriations):

In Office of the Mayor, Decrease Personal Services by \$12,500 and Increase Contractual Service by \$12,500.

Adjust totals and subtotals accordingly.

**ORDINANCE NO. 76 OF 2009**

**AN ORDINANCE AMENDING THE 2009 CAPITAL IMPROVEMENTS BUDGET AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the Railroad Museum Project was established as 95A004, with a budget of \$195,000; and

**WHEREAS**, some project related funds were expended over the years, but the project was never completed; and

**WHEREAS**, FAMIS journal entry QF0809196 announced the project "closed and completed", and the project did not appear in the 2008 Capital Budget Ordinance or the 2008 Capital Budget Book; and

**WHEREAS**, the \$121,665.36 that remained in the project when it was closed was administratively posted to the Riverfront Fund; and

**WHEREAS**, budget ordinances are needed to close a capital project before it is completed, and to transfer funds from one budget to another budget; and

**WHEREAS**, the City Council finds that the Railroad Museum Project should be closed and the funds that remain in the project should be transferred to the Riverfront Fund, which was the source of the original budget for this project; and

**WHEREAS**, the City Council finds it necessary to amend the 2009 Capital Improvements Budget for the reasons stated herein.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 129 of 2008, the 2009 Capital Improvements Budget, be further amended and re-enacted as follows:

Program A (Building and Improvements):

Delete Railroad Museum Project (95A004). Decrease Transfer from Riverfront Special Revenue Fund by \$121,665.36.

**BE IT FURTHER ORDAINED** that the Director of Finance is directed to make the necessary journal entries or other adjustment to insure that FAMIS entries correspond with this ordinance.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 129 of 2008, as amended, shall remain in full force and effect.

**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 NUMBER 77 OF 2009**

**AN ORDINANCE AMENDING ORDINANCE NO. 130 OF 2008, AN ORDINANCE ADOPTING THE 2009 RIVERFRONT SPECIAL REVENUE FUND BUDGET, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the Railroad Museum Project was established as Capital Project 95A004 with Riverfront Special Revenue Funds;

**WHEREAS**, the Railroad Museum Project has since been closed and the remaining balance of \$121, 665.36 is no longer needed for said project.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 130 of 2008, An Ordinance Adopting the 2009 Budget for the Riverfront Special Revenue Fund, is hereby amended as follows:

Decrease Transfer to Capital Projects by \$121,665.36 and increase to Operating Reserves by \$121,665.36. Funding source is closed Railroad Museum Project 95A004.

**BE IT FURTHER ORDAINED** that the Director of Finance is directed to make the necessary journal entries or other adjustment to insure that FAMIS entries correspond with this ordinance.

**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. 78 OF 2009**

**AN ORDINANCE AMENDING THE 2009 GENERAL FUND BUDGET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**WHEREAS**, the City Council finds it necessary to amend the 2009 budget for the General Fund.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 131 of 2008, the General Fund Budget, is hereby amended as follows:

In Section 2 (Appropriations):

In General Government, increase Transfer to Information Technology Internal Service Fund by \$31,400, and decrease Operating Reserves by \$31,400.

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 131 of 2008 shall remain unchanged and in full force and effect.

**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 with out 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.79 OF 2009**

**AN ORDINANCE AMENDING THE 2009 CAPITAL IMPROVEMENTS BUDGET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, the City Council finds it necessary to amend the 2009 budget for Capital Improvements,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 129 of 2008, the Capital Improvements Budget, is hereby amended as follows:

In Program L (Transit Improvements):

Decrease the appropriation for 2007 Sportran Capital Improvements (07L001) by \$9,522.

Funding Source of Federal Transit Administration to be reduced by \$79,584 and funding source of General Revenue is to be increased by \$70,062.

Establish a project entitled 2009 Pedestrian Walkway (09L002) in the amount of \$254,550.

Funding Source is Federal Transit Administration in the amount of \$203,640 and 2001 General Obligation Bonds in the amount of \$50,910.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 129 of 2008 shall remain unchanged and in full force and effect.

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 with out 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. 80 OF 2009**

**AN ORDINANCE AMENDING THE 2009 RIVERFRONT DEVELOPMENT SPECIAL REVENUE FUND BUDGET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, the City Council finds it necessary to amend the 2009 budget for the Riverfront Development Special Revenue Fund.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 130 of 2008, the Riverfront Development Special Revenue Fund Budget, is hereby amended as follows:

In Section 2 (Appropriations):

Increase Contractual Services by \$121,100, and decrease Operating Reserves by \$121,100.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 130 of 2008 shall remain unchanged and in full force and effect.

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 with out 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.

**Amendment No. 1 to Ordinance No. 80 of 2009**

**Amend the Ordinance as follows:**

In Section 2 (Appropriations):

Decrease Contractual Services by \$12,500 and Increase Operating Reserves by \$12,500.

Adjust totals and subtotals accordingly.

**ORDINANCE NO. 82 OF 2009**

**AN ORDINANCE TO CREATE AND ESTABLISH A NO PARKING ZONE ON THE SOUTH SIDE OF THE 1500 BLOCK OF MYRTLE STREET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BE IT ORDAINED** by the City Council of the City of Shreveport in regular and legal session convened that it shall hereafter be unlawful for anyone to park any vehicle at any time of the day or night on the south side of the 1500 block of Myrtle Street.

**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, 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. 83 OF 2009**

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 50 OF 2009 TO EXTEND THE DEADLINE FOR EXECUTION OF AN AGREEMENT WITH UNION PACIFIC RAILROAD RELATIVE TO THE CLOSURE OF THE AT-GRADE RAILROAD CROSSINGS AT WYNGATE BOULEVARD LOCATED BETWEEN VALLEYVIEW DRIVE AND WOODMONT STREET AND MALCOLM STREET LOCATED BETWEEN CORBITT STREET AND MIDWAY AVENUE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

WHEREAS, Ordinance Number 9 of 2009 (“the Ordinance”) authorized the closure of the at-grade railroad crossings at Wyngate Boulevard located between Valleyview Drive and Woodmont Street and Malcolm Street located between Corbitt Street and Midway Avenue subject to the condition that Union Pacific Railroad and the City of Shreveport enter into a written agreement for a railroad crossing over Union Pacific tracks for the Southern Roadway Extension leading into the ShrevePark Industrial Park by June 15, 2009; and

WHEREAS, Ordinance Number 50 of 2009 extended the deadline for execution of the

agreement with Union Pacific relative to the ShrevePark crossing until August 17, 2009; and

WHEREAS, City and Union Pacific officials have determined that an agreement relative to the ShrevePark crossing will not be executed by August 17, 2009.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in due, regular and legal session convened that the deadline for execution of an agreement with Union Pacific Railroad for a railroad crossing over Union Pacific tracks for the Southern Roadway Extension leading into the ShrevePark Industrial Park is hereby extended until December 31, 2009.

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

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ORDINANCE

**adopted on August 11, 2009**

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**by the**

**Shreveport City Council**

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**authorizing the issuance of:**  
**not exceeding \$11,000,000**  
**Water and Sewer Revenue Bonds of**  
**The City of Shreveport, State of Louisiana**

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**ORDINANCE NO. 85 OF 2009**  
**TWENTY-SIXTH SUPPLEMENTAL ORDINANCE**

**A Supplemental Ordinance amending and supplementing Resolution No. 131 of 1984 (the “General Bond Resolution”) adopted on June 12, 1984, as amended, acknowledging and approving the issuance of not exceeding \$11,000,000 principal amount of Taxable Water and Sewer Revenue Bonds, Series 2009, of the City of Shreveport, State of Louisiana, in accordance with the terms of Resolution 33 of 2009 adopted on February 24, 2009; approving and confirming the sale of such bonds; pledging revenue of the System to secure such bonds; designating said Bonds as Build America Bonds pursuant to Section 54AA of the Internal Revenue Code of 1986 as amended; prescribing the form, and certain terms and conditions of said Bonds; and providing for other matters in connection therewith.**

**WHEREAS**, the City of Shreveport, State of Louisiana (the "Issuer") now owns and operates a revenue-producing public utility composed of a combined waterworks plant and system and sewer plant and system (the "System"); and

**WHEREAS** the City adopted Resolution No. 131 of 1984 (the General Bond Resolution") on June 12, 1984, as amended and supplemented, authorizing the issuance from time to time of Water and Sewer Revenue Bonds and pledge of revenues of the City derived from the System on the terms and conditions set forth in the General Bond Resolution; and

**WHEREAS**, pursuant to Part XIII, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1011, *et seq.*), other constitutional and statutory authority (the "Act"), and the aforesaid General Bond Resolution it is the desire of this City Council of the City (the "Governing Authority") to provide for the issuance of water and Sewer Revenue Bonds of the Issuer, for the purpose of providing additions and improvements to the water portion of the System, and paying the costs of issuance thereof; and

**WHEREAS**, the Issuer currently has outstanding notes, bonds or other obligations issued pursuant to the General Bond Resolution and various supplemental bond resolutions, which are payable from a pledge and dedication of the income and revenues of the System but has sufficient income from the System to pay the bonds proposed by this Ordinance in accordance with their proposed terms and conditions as well as pay all other outstanding notes, bonds or other obligations in accordance with their respective terms and conditions; and

**WHEREAS**, Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (2009) (enacted February 17, 2009) ("ARRA"), added §54AA to the Internal Revenue Code of 1986, as amended, authorizing state and local governments, at their option, to issue two general types of "Build America Bonds" as taxable governmental bonds with federal subsidies for a portion of their borrowing costs; and

**WHEREAS**, it is now the desire of this Governing Authority to authorize the issuance of not exceeding \$11,000,000 of Taxable Water and Sewer Revenue Bonds, Series 2009 (the "2009 Bonds") of the Issuer, for the purpose of upgrades to the water portion of the System, which are "Capital Costs" as defined in the General Bond Resolution, and paying Costs of Issuance, as defined in the General Bond Resolution (collectively, "Costs of the Project");

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, State of Louisiana, acting as the governing authority of the Issuer, that:

**Definitions.** In addition to words and terms elsewhere defined herein and in the General Bond Resolution, the following words and terms shall have the following meanings as used in this Ordinance, unless some other meaning is plainly intended:

**"Administrative Fee"** means, with respect to the 2009 Bonds and any other bonds purchased by the Department from the State Loan Fund, the annual fee equal to one-half of one percent (0.5%) per annum of the outstanding principal amount of such bonds, or such lesser amount as the Department may approve from time to time, which shall be payable each year in two equal semi-annual installments on each Interest Payment Date.

**"ARRA Funds"** means additional federal capitalization grant funds received by the Louisiana Drinking Water Revolving Loan Fund pursuant to the Title VII, Division A of ARRA entitled "State and Tribal Assistance Grants."

**"2009 Bonds"** means the Issuer's Taxable Water and Sewer Revenue Bonds, Series 2009 authorized to be issued in multiple series by this Ordinance and particularly by Section 2

hereof.

**"Code"** means the Internal Revenue Code of 1986, as the same may be amended and supplemented from time to time, including any regulations promulgated thereunder or any administrative or judicial interpretations thereof.

**"Delivery Date"** means the date on which the 2009 Bonds are delivered to the Department.

**"Department"** means the Louisiana Department of Health and Hospitals, an executive department and agency of the State, and any successor to the duties and functions thereof.

**"General Bond Resolution"** means the General Bond Resolution described in the preambles hereof.

**"Loan Agreement"** means the Loan and Pledge Agreement to be entered into by and between the Department and the Issuer, prior to the delivery of the 2009 Bonds, which will contain certain additional agreements relating to the 2009 Bonds and any other series of bonds purchased by the Department from the State Loan Fund, which Loan Agreement shall be in substantially the form attached hereto as Exhibit B, as it may be supplemented, modified or amended from time to time in accordance with the terms thereof.

**"Non-ARRA Funds"** means federal capitalization grant funds received by the Louisiana Drinking Water Revolving Loan Fund pursuant to authority other than the Title VII, Division A of ARRA, or other available funds in the Louisiana Drinking Water Revolving Fund that are derived from sources other than ARRA Funds..

**"Paying Agent"** with respect to the 2009 Bonds means the chief financial officer of the Issuer or his authorized agent as defined in the Loan Agreement, unless and until a successor Paying Agent shall have assumed such responsibilities pursuant to the Loan Agreement.

**"Ordinance" or "Twenty-Sixth Supplemental Ordinance"** means this ordinance authorizing the issuance of the 2009 Bonds, as adopted on August 11, 2009.

**"Reimbursement Expenditures"** means Costs of the Project made prior to the date of delivery of the Series 2009 Bonds, but not more than sixty days prior to February 24, 2009, which was the date of adoption of an "official intent" resolution pursuant to Section 1.150-2 of the United States Treasury Regulations under Section 150 of the Code.

**"State Loan Fund"** means the Drinking Water Revolving Loan Fund established by the State of Louisiana, pursuant to Chapter 32 of Title 40 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 30:2821, *et seq.*) in the custody of the Department, which is to be used for the purpose of providing financial assistance for the improvement of public drinking water systems in the State, as more fully described in La. R.S. 30:2825(A)(2).

Authorization of Series 2009 Bonds. (a) In compliance with and under the authority of the Act and the General Bond Resolution, there is hereby authorized the incurring of an indebtedness of not exceeding Eleven Million and No/100 (\$11,000,000) Dollars for, on behalf of and in the name of the Issuer, and to represent the indebtedness, this Governing Authority does hereby authorize the issuance of Eleven Million and No/100 (\$11,000,000) Dollars of Taxable Water and Sewer Revenue Bonds, Series 2009, of the Issuer. The Bonds shall be Current Interest Serial Bonds, and the exact principal amount of the 2009 Bonds, not to exceed \$11,000,000 as stated above, shall be determined by the Executive Officers at the time of delivery of the Bonds. In the event that the delivery of the Bonds is delayed until after December 31, 2009, such bonds may be designated as "Series 2010," "Series 2010A" or any other series designation as may be determined by the Executive Officers. The 2009 Bonds shall be issued as:

Not exceeding \$2,000,000 of Taxable Water and Sewer Revenue Bonds, Series 2009A, the proceeds of which shall be used to finance Costs of the Project and expenditures that are

eligible for funding with ARRA Funds and with respect to which additional subsidization will be granted by the Department, which are to be purchased by the Department using ARRA Funds (the "Series 2009A" Bonds); and

The remaining 2009 Bonds shall be issued as Taxable Utility Revenue Bonds, Series 2009B, the proceeds of which shall be used to finance Costs of the Project and expenditures that may or may not be eligible for funding with ARRA Funds which are to be purchased by the Department using Non-ARRA Funds (the "Series 2009B Bonds").

Should the amount of Costs of the Project eligible for financing with ARRA Funds and Non-ARRA Funds change, the Executive Officers are authorized to change the principal amount of each series provided in (i) and (ii) above provided that the total amount of the 2009 Bonds does not exceed \$11,000,000.

As provided in Article V of the General Bond Resolution, the 2009 Bonds shall be secured by a pledge and dedication of the Revenues of the System, subject only to the payment of the reasonable and necessary expenses of operating and maintaining the System.

The 2009 Bonds shall be issued for the purpose of paying the costs of acquiring improvements, extensions and replacements to the water portion of the System as further set forth in Exhibit B hereto and paying costs of issuance.

The 2009 Bonds shall be dated the Delivery Date, and the 2009 Bonds shall mature in twenty (20) installments of principal, payable annually on each January 1, and each annual installment shall be the applicable percentage shown in the following tables, rounded to the nearest \$1,000, of the outstanding principal amount of the applicable series of the 2009 Bonds on the day before the applicable Principal Payment Date:

**SERIES 2009A AND SERIES 2009B BONDS**

<u>Date</u> <u>(Jan. 1)</u>	<u>Percentage</u> <u>of Principal</u>	<u>Date</u> <u>(Jan. 1)</u>	<u>Percentage</u> <u>of Principal</u>
2011	3.947%	2021	8.960%
2012	4.209	2022	10.079
2013	4.500	2023	11.480
2014	4.826	2024	13.283
2015	5.193	2025	15.687
2016	5.610	2026	19.056
2017	6.087	2027	24.111
2018	6.639	2028	32.540
2019	7.283	2029	49.403
2020	8.044	2030	100.000

In the event that the Completion Date of the Project being financed with either series of the 2009 Bonds is after January 1, 2011, the principal payment schedule set forth above may be adjusted for such series so that each payment shall be due on the January 1 that is not more than one year after the Completion Date, provided that in no event shall the final principal payment be more than twenty-two (22) years from the Delivery Date.

**The 2009 Bonds shall be Current Interest Serial Bonds and the Interest Payment Dates shall be January 1, 2010, and semi-annually thereafter on each January 1 and July 1 of each year. The 2009 Bonds shall bear interest at the rate of two and ninety-five hundredths percent (2.95%) per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment**

Date, or such lower rate as may be in effect for loans from the State Loan Fund at the time of delivery. In addition to interest at the rate set forth above, at any time that the Department owns the 2009 Bonds the Issuer will pay the Administrative Fee to the Department on each Interest Payment Date. In the event (i) the Department owns any 2009 Bonds or the Department has pledged or assigned any 2009 Bonds in connection with its Drinking Water Revolving Loan Fund and (ii) the Administrative Fee payable by the Issuer to the Department under the terms of the Loan Agreement is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, the interest rate borne by the 2009 Bonds shall be increased by one-half of one percent (0.50%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

The 2009 Bonds shall be issued as a single fully-registered bond for each series, initially numbered AR-1 and BR-1, as the case may be. The 2009 Bonds shall be executed in the manner provided for in Section 310 of the General Bond Resolution, however inasmuch as there is no Trustee the 2009 Bonds need not be authenticated.

The chief financial officer of the Issuer shall be the initial Paying Agent for the 2009 Bonds. The principal and interest on the 2009 Bonds shall be payable by check mailed to the registered owner of the 2009 Bonds (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent for such purpose, provided that payment of the final installment of principal on the 2009 Bonds shall be made only upon presentation and surrender of the 2009 Bonds to the Paying Agent.

The principal installments of the 2009 Bonds are subject to prepayment at the option of the Issuer at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date and in such case the remaining principal of the 2009 Bonds shall continue to mature in installments calculated using the percentages shown in Section 2(c) above.

There are no mandatory retirement payments on the 2009 Bonds, within the meaning of the General Bond Resolution.

There are no Invested Sinking Fund Payments within the meaning of the General Bond Resolution;

The 2009 Bonds are hereby awarded to and sold to the Department at a price of par plus accrued interest, if any, under the terms and conditions set forth in the Loan Agreement, and after their execution and authentication by the Paying Agent, the 2009 Bonds shall be delivered to the Department or its agents or assigns, upon receipt by the Issuer of the agreed purchase price. Pursuant to the Act and La. R.S. 39:1426(B), the Issuer has determined to sell the 2009 Bonds at a private sale without the necessity of publishing any notice of sale.

The 2009 Bonds shall be in substantially the forms attached hereto as Exhibit A.

The 2009 Bonds, including the Series 2009A Bonds and the Series 2009B Bonds, shall all be "Build America Bonds (Direct Payment)" pursuant to Section 54AA of the Code. Interest on the 2009 Bonds shall not be excluded from gross income for federal income tax purposes, and the Issuer irrevocably elects to designate all of the 2009 Bonds as "Build America Bonds" under Section 54AA of the Code and specifically as "qualified bonds" within the meaning of Section 54AA(g) of the Code. All of the proceeds of the 2009 Bonds, other than no more than 2% of such proceeds used to pay issuance costs, plus investment proceeds thereof, will be used for capital expenditures, and the issue

price of the 2009 Bonds has no premium over the stated principal amount. None of the proceeds of the 2009 Bonds will be deposited to the Reserve Fund or to any other reasonably required reserve fund. It is intended by this election that with respect to the 2009 Bonds the Issuer will be entitled to a credit with respect to each interest payment as provided by Section 6431 of the Code equal to 35% of the interest payable under the 2009 Bonds on each Interest Payment Date. The Executive Officers are authorized and empowered to take any further action as may be necessary in order to qualify the 2009 Bonds as Build America Bonds (Direct Payment) under said Section 54AA and Section 6431 of the Code, including any necessary filings, agreements, forms (including IRS Form 8038-CP) or other documentation necessary to receive the 35% reimbursement described in said sections. Should the Issuer or the Department determine that the use of any portion of the proceeds of the Series 2009A Bonds would not be allowable under ARRA, that portion may be issued as an additional series of the Series 2009 Bonds or added to the Series 2009B Bonds, as may be determined by the Executive Officers, which shall also be qualified "Build America Bonds (Direct Payment)" under this subsection.

No proceeds of the 2009 Bonds shall be deposited into the Reserve Fund, however upon the delivery of the 2009 Bonds the Issuer shall establish the "Series 2009 Account" in the Reserve Fund and shall cause the Reserve Fund Requirement to be deposited to said account within five (5) years after the Delivery Date.

No proceeds of the 2009 Bonds will be used to refund any outstanding obligations.

The Executive Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of the Ordinance, to execute and deliver the Loan Agreement, and to cause the 2009 Bonds to be prepared and/or printed, to issue, execute and seal the 2009 Bonds and to effect delivery thereof as hereinafter provided. In connection with the issuance and sale of the 2009 Bonds, the Executive Officers and the chief financial officer of the Issuer are each authorized, empowered and directed to execute on behalf of the Issuer such additional documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Ordinance, including a Supplemental Loan Agreement covering the requirements of ARRA. The signatures of said on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

The 2009 Bonds are not tax-exempt bonds therefore they are not being designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)], because (i) the 2009 Bonds are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and (ii) the 2009 Bonds are being sold to only one financial institution (i.e., no more than thirty-five persons), which has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the 2009 Bonds and is not purchasing the 2009 Bonds for more than one account or with a view to distributing the Bonds.

Application has been made to the State Bond Commission, Baton Rouge, Louisiana, and final approval granted for the issuance of the 2009 Bonds by the Issuer within the

parameters set forth in this section. By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that the Issuer understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns, to full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the State Bond Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

The "Scheduled Completion Date" for the 2009 Bonds Project is June 30, 2011.

The Commitment Agreement, Loan Agreement and Supplemental Loan Agreements, in substantially the forms attached hereto as Exhibit B, are hereby approved, and the Executive Officers are authorized to execute and deliver the aforesaid documents on behalf of the Issuer, with such changes as may be deemed necessary, upon the advice of counsel, in connection with the 2009 Bonds.

**Commencement of Construction; Contract.** The Issuer understands that each phase of the Project being financed in whole or in part with proceeds of the Series 2009A Bonds must be subject to a binding contract and/or be under installation no later than February 16, 2010. As evidence of compliance with this section, the Issuer will furnish the Department with an executed copy of any applicable contract and/or a notice to proceed with installation no later than February 16, 2010. If the Project is the subject of multiple contracts, then all such contracts relating to the portion of the Project that is being funded with the Series 2009A Bonds must be entered into, or each such phase of the Project be under construction, no later than February 16, 2010.

The proceeds of the 2009 Bonds shall be deposited, upon receipt by the Issuer, into a construction fund to be established pursuant to the General Bond Resolution to pay Costs of the Project, or to reimburse the Issuer for Costs of the Project.

**Use of American Iron, Steel, and Manufactured Goods.** In order to comply with Section 1605 of ARRA, the Issuer agrees that all of the iron, steel, and manufactured goods used in the portion of the Project that is funded in whole or in part with the Series 2009A Bonds shall be produced in the United States unless the head of the United States Department of Environmental Quality ("EPA") finds that:

**Applying the foregoing requirement would be inconsistent with the public interest; iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall Project by more than 25 percent.**

**Davis-Bacon Wage Rate Requirements.** In order to comply with Section 1606 of ARRA, the Issuer agrees that all laborers and mechanics employed by contractors and subcontractors on the portion of the Project that is funded in whole or in part with the Series 2009A Bonds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the Issuer as determined by the Secretary of the United States Department of Labor ("DOL") in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. DOL provides all pertinent information related to compliance with the foregoing requirements, including prevailing wage rates and instructions for reporting. The Issuer will ensure that all

construction contracts relating to the portion of the Project that is funded in whole or in part with the Series 2009A Bonds will require that the contractor comply with the aforesaid wage and reporting requirements. This section shall not apply to "force account" work where the Issuer may perform construction work using its own employees rather than any contractor or subcontractor.

**Prohibited Uses.** None of the proceeds of the Series 2009A Bonds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, unless the owner(s) or user(s) of such facility is or are using the utility services furnished by the Project as a member of the general public.

None of the proceeds of the Series 2009A Bonds shall be used for the for the purchase of land or any interest in land, including without limitation any easement, servitude or leasehold interest, as authorized by section 603(c) of the Federal Water Pollution Control Act or for activities authorized by section 1452(k) of the Safe Drinking Water Act, however proceeds of the Series 2009A Bonds may be used to purchase land under the authority of Section 1452(a)(2) of the Safe Drinking Water Act.

**Parties Interested Herein.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners of the 2009 Bonds any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners of the Series 2009 Bonds.

**No Recourse on the 2009 Bonds.** No recourse shall be had for the payment of the principal of or interest on the 2009 Bonds or for any claim based thereon or on this Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

**Successors and Assigns.** Whenever in this Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Ordinance contained by or on behalf of the Issuer shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**Severability.** In case any one or more of the provisions of this Ordinance or of the 2009 Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or of the 2009 Bonds, but this Ordinance and the 2009 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance or the 2009 Bonds which would not otherwise be valid or legal shall be deemed to apply to this Ordinance and to the 2009 Bonds.

**Publication; Peremption.** This Ordinance shall be published one time in the official journal of the Issuer, or if there is none, in a newspaper having general circulation in the Issuer. It shall not be necessary to publish the exhibits to this Ordinance but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal. For a period of thirty days after the date of such publication any persons in interest may contest the legality of this Ordinance and any provisions herein made for the security and payment of the 2009 Bonds. After such thirty day period no one shall have any cause or right of action to contest the regularity, formality, legality, or effectiveness of this Ordinance and the provisions hereof or of

the 2009 Bonds authorized hereby for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the 2009 Bonds authorized pursuant to this Ordinance within the thirty days herein prescribed, the authority to issue the 2009 Bonds or to provide for the payment thereof, and the legality thereof, and all of the provisions of this Ordinance and such 2009 Bonds shall be conclusively presumed, and no court shall have authority or jurisdiction to inquire into any such matter.

**Effective Date.** This Ordinance shall become effective as provided by the City Charter.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Councilwoman Bowman	_____	_____	_____	_____
Councilman Lester	_____	_____	_____	_____
Councilman Long	_____	_____	_____	_____
Councilman Shyne	_____	_____	_____	_____
Councilman Walford	_____	_____	_____	_____
Councilman Webb	_____	_____	_____	_____
Councilman Wooley	_____	_____	_____	_____

Council Chairman

Approved:

\_\_\_\_\_  
 Cedric B. Glover, Mayor

Counsel: \_\_\_\_\_

Mayor: \_\_\_\_\_

on: \_\_\_\_\_

Approved by the City

Approved by the

And Effective

At 12:01 o'clock A.M.

\_\_\_\_\_  
 Clerk of the Council

**EXHIBIT A  
 To Bond Ordinance**

**[FORM OF BOND]**

**THIS BOND HAS BEEN DESIGNATED AS A "BUILD AMERICA BOND" PURSUANT TO SECTION 54AA OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND INTEREST ON THIS BOND IS INCLUDED IN GROSS INCOME**

**OF THE REGISTERED OWNER FOR FEDERAL INCOME TAX PURPOSES.  
 UNITED STATES OF AMERICA  
 STATE OF LOUISIANA  
 PARISH OF CADDO  
 TAXABLE WATER AND SEWER REVENUE BOND,  
 SERIES 2009  
 OF THE  
 CITY OF SHREVEPORT, STATE OF LOUISIANA**

Bond Number	Bond Date	Interest Rate	Principal Amount
R-1	_____, 2009	2.95%	\$_____

FOR VALUE RECEIVED, City of Shreveport, State of Louisiana (the "Issuer"), hereby promises to pay (but only from the sources hereinafter described) to:

REGISTERED OWNER: Department of Health & Hospitals (the "Department")  
 Office of Management & Finance  
 ATTN: Cash Management  
 P. O. Box 61979  
 New Orleans, LA 70161-1979

or registered assigns noted on the registration record attached hereto, but solely from the revenues hereinafter specified, the Principal Amount set forth above (unless a lower Principal Amount applies, as set forth below), together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, unless this Bond shall have been previously called for prepayment and payment shall have been duly made or provided for.

This Bond shall bear interest, payable semi-annually on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 2010 (each, an "Interest Payment Date"), at the Interest Rate shown above, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2009 Bonds on any Interest Payment Date shall be payable only on the aggregate amount of the purchase price which shall have been paid theretofore, as noted on Schedule A hereto, and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

If the Louisiana Department of Health and Hospitals (the "Department"), is the registered owner of this Bond, the Issuer will additionally pay an Administrative Fee to the Department at the annual rate of one-half of one percent (0.5%) on the outstanding principal amount of the Bond, payable on each Interest Payment Date. In the event (i) the Department owns this Bond or the Department has pledged or assigned this Bond in connection with its Drinking Water Revolving Loan Fund Program and (ii) the Administrative Fee payable to the Department is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, then the "Annual Interest Rate" shown in the foregoing table and borne by this Bond shall be increased by one-half of one percent (0.5%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

This Bond shall mature in twenty (20) installments of principal, payable annually on each

January 1, and each annual installment shall be the applicable percentage shown in the following table, rounded to the nearest \$1,000, of the outstanding principal amount of Bonds on the day before the applicable Principal Payment Date:

[INSERT APPLICABLE MATURITY SCHEDULE  
FROM SECTION 2(d)]

The principal and interest on this Bond shall be payable by check mailed to the registered owner of this Bond (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent (hereinafter defined) for such purpose, provided that payment of the final installment of principal on this Bond shall be made only upon presentation and surrender of this Bond to the Paying Agent.

The principal installments of this Bond are subject to prepayment at the option of the Issuer at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date. In such case, the remaining principal shall continue to mature in annual installments calculated using the percentages shown above.

In the event a portion of this Bond is to be prepaid, this Bond shall be surrendered to the Secretary of the Issuer, as initial Paying Agent for the Bonds (the "Paying Agent"), who shall note the amount of such prepayment in the space provided therefor on Schedule B to this Bond. Official notice of such call of this Bond for prepayment shall be given by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the registered owner of this Bond to be prepaid at his address as shown on the registration books of the Paying Agent, which notice may be waived by any registered owner. The Issuer shall cause to be kept at the office of the Paying Agent a register in which registration of this Bond and of transfers of the Bonds shall be made as provided herein and in the Ordinance. This Bond may be transferred, registered and assigned only on such registration records of the Paying Agent, and such registration shall be at the expense of the Issuer.

This Bond represents the entire issue of bonds of the Issuer designated "Taxable Water and Sewer Revenue Bonds, Series 2009\_\_" aggregating in principal the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Bonds"), the Bonds having been issued by the Issuer pursuant to a General Bond Resolution adopted by the governing authority of the Issuer on June 12, 1984, as amended and supplemented by a Twenty-Sixth Supplemental Ordinance adopted by the governing authority of the Issuer on August 11, 2009, (the "Ordinance"), for the purpose of paying Costs of the Project, as defined in the Ordinance, consisting generally of improvements to the water portion of the Issuer's revenue-producing public utility composed of a combined waterworks plant and system and sewer plant and system (defined in the Ordinance and hereinafter referred to as the "System"), and paying costs of issuance, under the authority conferred by Part XIII, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1011, *et seq.*), and other constitutional and statutory authority, pursuant to all requirements therein specified.

The Bonds, equally with the Issuer's Water and Sewer Revenue Bonds, Series 2009\_\_\_, are payable as to both principal and interest solely by a pledge of the revenues of the System, as more fully described in the Ordinance (the "System"), after there have been deducted therefrom the reasonable and necessary expenses of operating and maintaining the System (the "Net Revenues"). The 2009 Bonds constitute a borrowing solely upon the credit of said revenues of the System and do not constitute an indebtedness or pledge of the general credit of the Issuer

within the meaning of any constitutional or statutory limitation of indebtedness. Subject to the foregoing, the Net Revenues are irrevocably and irrevocably pledged in an amount sufficient for the payment of this Bond and the issue of which it forms a part in principal and interest as they shall respectively become due and payable, and for the other purposes set forth in the Ordinance. The Net Revenues shall be set aside in the funds and accounts described in the Ordinance and shall be and remain so pledged for the security and payment of the Bonds in principal and interest, and for all other payments provided in the Ordinance, until the Bonds shall be fully paid and discharged.

Subject to the additional provisions set forth in the Ordinance, the governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree to fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities furnished by the System, as shall be sufficient to provide for the payment of all reasonable and necessary expenses of operation and maintenance of the System, to provide for the payment of interest on and principal of all bonds or other obligations payable therefrom as and when the same shall become due and payable, for the creation of a reserves therefor, and for the provision of a reserve to care for extensions, additions, improvements, renewals and replacements necessary to properly operate the System. For a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that the Bonds are authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of the Bonds necessary to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including the Bonds, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that the Bonds shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor, as countersigned by the Director of Finance and attested to by the Clerk of Council, and to be dated the date of delivery hereof and the Issuer's corporate seal to be impressed or imprinted hereon.

COUNTERSIGNED:

CITY OF SHREVEPORT  
STATE OF, LOUISIANA

By: \_\_\_\_\_  
Director of Finance

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_

Clerk of Council

(SEAL)

<b>REGISTRATION RECORD</b>		
<b>UTILITY REVENUE BOND, SERIES 2009__</b>		
<b>OF THE</b>		
<b>CITY OF SHREVEPORT</b>		
<b>STATE OF LOUISIANA</b>		
<b>Name and Address Of Registered Owner</b>	<b>Date of Registration</b>	<b>Signature of Chief Financial Officer</b>
<b>Department of Health &amp; Hospitals Office of Management &amp; Finance Attn: Cash Management P.O. Box 61979 New Orleans, LA 70161-1979</b>		

**[SCHEDULE A FOR SERIES 2009A BONDS]**  
**SCHEDULE OF PRINCIPAL DRAWS AND PRINCIPAL BALANCE**  
**\$2,000,000**  
**TAXABLE WATER AND SEWER REVENUE BOND, SERIES 2009A**  
**OF THE**  
**CITY OF SHREVEPORT, STATE OF LOUISIANA**

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_

Principal Draw Paid to District this Date: \$ \_\_\_\_\_

Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_

Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_

Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_

Outstanding Balance of Principal \$ \_\_\_\_\_

Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
Outstanding Balance of Principal \$ \_\_\_\_\_  
Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
Outstanding Balance of Principal \$ \_\_\_\_\_  
Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
Outstanding Balance of Principal \$ \_\_\_\_\_  
Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
Outstanding Balance of Principal \$ \_\_\_\_\_  
Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
Outstanding Balance of Principal \$ \_\_\_\_\_  
Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
Outstanding Balance of Principal \$ \_\_\_\_\_  
Signature of Authorized Officer of Department: \_\_\_\_\_

Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_

Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
 Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
 Outstanding Balance of Principal \$ \_\_\_\_\_  
 Signature of Authorized Officer of Department: \_\_\_\_\_  
 Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
 Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
 Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
 Outstanding Balance of Principal \$ \_\_\_\_\_  
 Signature of Authorized Officer of Department: \_\_\_\_\_  
 Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
 Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
 Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
 Outstanding Balance of Principal \$ \_\_\_\_\_  
 Signature of Authorized Officer of Department: \_\_\_\_\_  
 Date: \_\_\_\_\_ Draw Number: \_\_\_\_\_  
 Principal Draw Paid to District this Date: \$ \_\_\_\_\_  
 Amount of Principal Forgiveness this Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Draws Paid to Date: \$ \_\_\_\_\_  
 Cumulative Amount of Principal Forgiveness to Date: \$ \_\_\_\_\_  
 Outstanding Balance of Principal \$ \_\_\_\_\_  
 Signature of Authorized Officer of Department: \_\_\_\_\_

**[SCHEDULE A FOR SERIES 2009B BONDS]**

SCHEDULE A  
 SCHEDULE OF PURCHASE PRICE PAYMENTS  
  
 TAXABLE WATER AND SEWER REVENUE BOND, SERIES 2009B,  
 OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA

No.	Date of Payment	Amount of Payment	Pursuant to Requisition No.	Cumulative Outstanding Principal Amount
1				
2				
3				
4				



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**EXHIBIT B  
To Bond Ordinance**

**[FORMS OF COMMITMENT AGREEMENT,  
LOAN AND PLEDGE AGREEMENT AND  
SUPPLEMENTAL LOAN AGREEMENT**

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DRINKING WATER  
REVOLVING LOAN FUND

COMMITMENT AGREEMENT

**dated as of 9/1/2009**

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**by and between**

**Louisiana Department of Health and Hospitals**

**and the**

**City of Shreveport, State of Louisiana**

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**relating to the issuance of:**  
**not exceeding \$11,000,000**  
**Water and Sewer Revenue Bonds, Series 2009**  
**of the**  
**City of Shreveport, State of Louisiana**  
  
**Loan No. 107031-01**

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**B:\DMW\DHH Revolving Fund\ShreveportCommitment Agreement 7-8-09.doc**  
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\* \* \* \* \***\*COMMITMENT AGREEMENT**

This **COMMITMENT AGREEMENT**, which shall be dated for convenience as of 9/1/2009, by and between:

**LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS** (the "Department"), an executive department and agency of the State of Louisiana, appearing through its Office of Public Health, whose mailing address is P.O. Box 4489, Baton Rouge, Louisiana 70821-4489, appearing herein through M. Rony Francois, MD, MSPH, PhD, the Assistant Secretary for the Office of Public Health, duly authorized hereunto, pursuant to an executive order of the Secretary of the Department dated March 28, 2008, and

**THE CITY OF SHREVEPORT, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, appearing herein though Ron Webb, its Chairman, and Arthur G. Thompson, its Clerk, both duly authorized hereunto pursuant to an ordinance adopted by the governing authority of the City on August 11, 2009;

**W I T N E S S E T H:**

**WHEREAS**, the United States of America, pursuant to the Safe Drinking Water Act Amendments of 1996, specifically Section 300j-12 of Title 42 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of providing loans or loan guarantees, or as a source of reserve and security for leveraged loans, the proceeds of which are deposited in a State Revolving Fund, or to provide other financial assistance authorized under the Federal Act to community water systems and nonprofit non-community water systems, other than systems owned by Federal agencies; and

**WHEREAS**, in order to be eligible to receive such capitalization grants, a state must establish a drinking water revolving loan fund and each grant to a state under the Federal Act must be deposited in the State Revolving Fund established by the state; and

**WHEREAS**, the State of Louisiana (the "State"), pursuant to Chapter 32 of Title 40 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 40:2821, *et seq.*) (the "State Act"), has established a Drinking Water Revolving Loan Fund in the custody of the Department (the "State Revolving Fund") to be used for the purpose of providing financial assistance for the improvement of public drinking water systems in the State, as more fully described in Section 2825(A)(2) of the State Act, and has authorized the Department's Office of Public Health to establish assistance priorities and perform oversight and other related activities with respect to the State Revolving Fund; and

**WHEREAS**, the City has made application to the Department for a loan from the State Revolving Fund to finance a portion of the costs of constructing and acquiring improvements, extensions and replacements to its waterworks system, as are generally described in Exhibit A

hereto (the "Project"); and

**WHEREAS**, the Department has approved the City's application for a loan from the State Revolving Fund to finance the costs of the Project; and

**WHEREAS**, in accordance with Section 300j-12(b) of the Federal Act, the Department has included a fundable list in its Intended Use Plan with respect to funds available in the State Revolving Fund which includes the Project; and

**WHEREAS**, the City has demonstrated to the satisfaction of the Department that it has the technical, managerial, and financial capability to ensure compliance with the requirements of Federal Act and that it is not in significant noncompliance with any requirement of a national primary drinking water regulation or variance; and

**WHEREAS**, indebtedness will be incurred by the City to represent the City's obligation to repay the loan from the State Revolving Fund, which indebtedness is referred to herein as the "Bonds";

**NOW, THEREFORE**, the Department and the City each agree to perform their respective obligations under this Commitment Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

#### **DEFINITIONS AND INTERPRETATION**

**Definitions.** In addition to the terms defined in the preambles hereto, the following terms used in this Commitment Agreement shall have the following meanings, unless the context clearly requires otherwise:

**"Authorizing Ordinance"** means the ordinance adopted by the governing authority of the City authorizing the issuance of the Bonds and authorizing the sale of the Bonds to the Department, as it may be supplemented, modified or amended from time to time in accordance with its terms.

**"Closing Date"** means the date on which the Bonds are delivered to the Department and the first installment of the purchase price therefor is paid by the Department to the City.

**"Loan"** means the loan to be made by the Department from the State Revolving Fund to the City pursuant to this Commitment Agreement and the Loan Agreement, the obligation to repay which Loan will be evidenced by the Bonds.

**"Loan Agreement"** means the Loan and Pledge Agreement to be entered into by the Department and the City in connection with the sale of the Bonds to the Department, including the exhibits attached thereto, as it may be supplemented, modified or amended from time to time in accordance with the terms thereof.

**"System"** means the City's revenue-producing water treatment and distribution system, as said system now exists, and as it may be hereafter improved, extended or supplemented while any of the Bonds remain outstanding, as more fully described in the Authorizing Ordinance.

**"Project"** means the water system improvements generally described in Exhibit A hereto, which are to be financed through the issuance of the Bonds.

#### **THE LOAN AND THE BONDS**

**Commitment to Make Loan.** For the purpose of financing the costs of the Project and certain administrative costs relating to the issuance of the Bonds, as described generally in Exhibit A hereto, the Department commits to lend to the City, from legally available moneys in the State Revolving Fund, and under the terms and conditions specified in the Federal Act, the State Act,

this Commitment Agreement, the Loan Agreement and the Bonds, the maximum sum of Eleven Million Dollars (\$11,000,000), provided all of the conditions and requirements hereinafter set forth are fulfilled to the satisfaction of the Department. The City's obligation to repay the loan shall be represented by the Bonds, which will be issued by the City pursuant to the Authorizing Ordinance and sold to the Department. In the Authorizing Ordinance, the City will establish a dedicated source of revenue (or demonstrate that there is adequate security) for the repayment of the Bonds.

The Loan shall be subject to and conditioned upon the availability of sums in the State Revolving Fund and the Department will not be required to make the Loan or make disbursements pursuant to the Loan except from sums legally available to the Department in the State Revolving Fund. This Commitment Agreement constitutes a binding commitment of the Department to lend the City moneys from the State Fund and is intended to satisfy the requirement of subsections (a)(1)(B) and (C) of the Federal Act as well as the requirements of 40 C.F.R §35.3550(e).

**Term of Commitment.** (a) This Commitment Agreement must be accepted by the City no later than one month after the date of the execution hereof by the Department, otherwise it shall be null and void.

(b) Subject to the terms hereof and upon determination of the Department that the City, the Bonds and the Authorizing Ordinance comply with all applicable laws, regulations and program guidelines, the Department will accept delivery of and make the initial payment of the purchase price of the Bonds during a period ending up to six months after the date of the acceptance hereof by the City. If the Bonds are not delivered to the Department within said six months then this Commitment Agreement shall expire, unless extended by mutual consent of the Department and the City. This Commitment Agreement shall not be construed to preclude the City from obtaining financing for the Project, in whole or in part, from sources other than the State Fund.

**Disbursement of Loan; Excess Project Costs.** The purchase price of the Bonds will be paid to the City by the Department in installments upon submission of requisitions for qualified costs and expenses, in the manner and at the times to be set forth in the Loan Agreement.

**Payment of Additional Costs of the Project.** In the event that Loan proceeds are not sufficient to pay the costs of the Project in full, the City shall nonetheless complete the Project and pay that portion of the costs as may be in excess of available Loan proceeds and shall not be entitled to any reimbursement therefor from the Department, except for the proceeds of any additional financing which may (subject to availability) be provided by the Department pursuant to application by the City.

**Principal and Interest Payments.** Beginning on the Closing Date, the Bonds shall bear interest only, payable semi-annually in the manner provided in the Authorizing Ordinance, at the rate equal to two and ninety-five hundredths of one percent (2.95%) per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve thirty-day months and payable on each interest payment date. The principal of the Bonds shall be payable in annual installments commencing not later than two (2) years after the Closing Date or one (1) year after the completion date of the Project, whichever occurs first, and will be fully amortized not later than twenty (20) years after the completion date of the Project, all in the manner to be set forth in the Loan Agreement.

Interest on the Bonds on any interest payment date prior to the completion date shall be payable only on the aggregate amount of the purchase price which shall have been paid theretofore and

shall accrue with respect to each purchase price installment only from the date of payment of such installment.

The Bonds will be subject to prepayment or redemption prior to maturity in accordance with the terms of the Bonds.

**Administrative Fee.** An annual administrative fee of one-half of one percent (0.50%) of the outstanding principal balance of the Loan will be payable to the Department in semi-annual installments on each interest payment date, in the manner set forth in the Bonds and the Loan Agreement.

**Loan Agreement.** The Loan Agreement will contain detailed provisions concerning the terms and conditions of the Loan. Prior to the payment of the first installment of the purchase price of the Bonds, the City will be required to accept the terms and conditions of the Loan Agreement relating to the acquisition, construction, installation, maintenance and operation of the Project, the manner of payment of the purchase price of the Bonds, the use of funds from the State Revolving Fund by the City, the maintenance of financial records by the City, reporting requirements, user charges and compliance with state and federal laws and regulations, and the other provisions contained in the Loan Agreement.

**Audit Requirements.** City acknowledges that by borrowing funds from the State Revolving Fund, it will be obligated to comply with the provisions of the Single Audit Act Amendments of 1996, and OMB Circular No. A-133, all as more further described in the Catalog of Federal Domestic Assistance (CFDC) Publication #66.468.

**Legal Fees.** The City will pay all fees and expenses due to its own counsel and the fees and expenses of the Department's bond counsel, Adams and Reese, LLP, in connection with the Loan. Fees and expenses of legal counsel to the City and bond counsel to the Department may be treated as a cost of the Project and paid by the City from proceeds of the Loan or otherwise, provided that the fees of the City's counsel in connection with the issuance of the Bonds may not exceed the maximum fee permitted by the Louisiana Attorney General's fees schedule for fees of bond attorneys, and further provided that no fees of the City's attorneys which exceed budgeted eligible costs may be paid from proceeds of the Loan. Fees of the Department's bond counsel shall be as detailed in Exhibit B hereto.

## **LOAN CLOSING REQUIREMENTS**

**Conditions of the Department's Obligations.** In addition to the provisions hereof and the Loan Agreement, the obligation of the Department to make the Loan and advance moneys under the Loan Agreement will be subject to the following additional conditions:

**the Bonds, the Authorizing Ordinance and the resolutions and/or ordinances imposing user charges with respect to the System, and authorizing the Loan Agreement, all will have been duly authorized, executed and delivered or adopted by the City, will be in full force and effect and will not have been amended, modified or supplemented except as may have been agreed to in writing by the Department as of the Closing Date;**

**On the Closing Date the Department will receive:**

**the executed opinions of counsel to the City and the Department in such form and containing such conclusions as may be reasonably required by the Department, addressed to the Department and the City;**

**a certificate or certificates, satisfactory in form and substance to the Department, from an authorized officer of the City, dated such Closing Date, to the effect that:**

*each of the representations of the City set forth herein and in the Loan Agreement is true, accurate and complete in all material respects as of such Closing date, and each of the agreements of the City set forth in the Loan Agreement to be complied with at or prior to such Closing Date has been complied with as of such date;*

*no litigation is pending, or to the knowledge of the authorized officer's knowledge, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, the Loan Agreement, the Authorizing Ordinance or the creation, existence or powers of the City or the title of the present officers of the City, or any of them, to the respective offices and that none of the proceedings or authority for the issuance of the Bonds have been repealed, revoked or rescinded; and*

*the Bonds have been duly authorized, executed and delivered by the City, constitute valid and legally binding obligations of the City and are entitled to the security of and are secured by the Authorizing Ordinance which, together with the Loan Agreement have been duly authorized, executed and delivered by the City;*

**a non-arbitrage certificate or use of proceeds certificate executed by a duly authorized officer of the City in form and substance satisfactory to the Department and an opinion of bond counsel to the Department or other bond counsel acceptable to the Department;**

**executed originals of the Bonds and the Loan Agreement and a certified copy of the Authorizing Ordinance;**

**executed originals of a Site Certificate, an Engineer's Certificate and a Certification Regarding Cross-Cutting Federal Authorities, in substantially the forms attached hereto as Exhibit C-1, Exhibit C-2 and Exhibit C-3, respectively; and**

**such additional certificates, instruments and other documents, dated as of the Closing Date or before, as the Department or its counsel reasonably require to evidence the truth and accuracy as of the Closing Date of the representations of the City herein contained and contained in the Loan Agreement and the due performance and satisfaction by the City at or prior to such time of all agreements to be performed and all conditions then to be satisfied by the City.**

**Subsequent to the City's acceptance of this Commitment Agreement and at or prior to the delivery date of the Bonds:**

**there will not have occurred any materially adverse change, or any development involving or materially adversely affecting the business, finances, functions or affairs of the City and the ability of the City to repay the Bonds;**

**the City will not have incurred any additional indebtedness payable from the same source of revenues as the Bonds not otherwise described herein, and the City will not have defaulted in the payment of any obligation whatsoever due by it; and**

**the United States will not be or become engaged in any major outbreak of armed hostilities which results in the declaration of a national emergency or there will not have occurred any national calamity so as to affect, in the sole judgment of the Department, the investment quality of the Bonds.**

**Termination of Commitment.** If the City is unable to satisfy the conditions to the obligations of the Department contained in this Commitment Agreement or if the obligations of the Department are terminated for any reason permitted by this Commitment Agreement, this Commitment Agreement will terminate.

**MISCELLANEOUS**

**Assignment of Rights.** This Commitment Agreement may not be assigned by the City. In the Loan Agreement the City will approve and consent to any assignment, transfer or sale of the Loan Agreement and/or the Bonds by the Department including but not limited to any such assignment or transfer in connection with the issuance by or on behalf of the Department of bonds, notes or other debt obligations. The City will further approve and consent to any assignment or pledge by the Department of payments due from the City pursuant to the Loan Agreement and the Bonds as security or partial security for the payment of principal and interest on such bonds, notes or other debt obligations issued by or on behalf of the Department. The City will agree to cooperate with the Department in accomplishing any such assignment, including execution of any additional certificates or documents as may be reasonably required by the Department.

**Representations, Warranties and Agreements to Survive Delivery.** All representations, warranties and agreements of the City and the Department contained herein will remain operative and in full force and effect regardless of any investigation made by or on behalf of the City or the Department and will survive the closing of the Loan, delivery of the Loan documents and the delivery of the Bonds to the Department, provided that in the event of a conflict with this Commitment Agreement, the Loan Agreement shall control.

**Severability.** In the event any provision of this Commitment Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Amendments, Supplements and Modifications.** This Commitment Agreement may be amended, supplemented or modified in writing by the consent of both the Department and the City.

**Execution in Counterparts.** This Commitment Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

**Applicable Law.** This Commitment Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**Captions.** The captions or headings in this Commitment Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Commitment Agreement.

IN WITNESS WHEREOF, the Department and the City have caused this Commitment Agreement to be executed and accepted on the respective dates set forth below, but dated for convenience of the parties as of the date first above-written.

Date of Offer by Louisiana Department  
of Health and Hospitals

LOUISIANA DEPARTMENT OF HEALTH  
AND HOSPITALS, Office of Public Health

\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

M. Rony Francois, MD, MSPH, PhD  
Assistant Secretary, Office of Public

Health

CITY OF SHREVEPORT, STATE OF

LOUISIANA  
 Date of Acceptance of Offer  
 by City

\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
 Chairman

ATTEST:

By: \_\_\_\_\_  
 Clerk

(SEAL)

**EXHIBIT A  
 to Commitment Agreement**

**DESCRIPTION OF PROJECT  
 AND PRELIMINARY PROJECT BUDGET  
 [TO BE FURNISHED BY City**

**EXHIBIT B  
 to Commitment Agreement**

**FEES OF BOND COUNSEL TO THE DEPARTMENT**

1. At the option of the City, the Department's Bond Counsel, Adams and Reese LLP, will undertake to prepare all loan documentation, including the Loan Agreement, the Authorizing Ordinance, the Bonds, Non-Arbitrage Certifications and other documents and certificates, including the rendering of an opinion relating to the tax-exemption of interest on the Bonds, but not including any documentation relating to the acquisition, construction or installation of the Project. In such case, the fee of Department's Bond Counsel will not exceed the "Maximum Fee" shown in the applicable table below.

When the Bonds are in the form of general obligation bonds and the amount of the Bonds is:

<u>MORE THAN</u>	<u>BUT NOT MORE THAN</u>	<u>MAXIMUM FEE*</u>
Zero	\$405,000	1.5% of face amount of loan
\$405,000	\$810,000	\$6,075 plus 0.90% of all over \$405,000
\$810,000	\$1,350,000	\$9,720 plus 0.75% of all over \$810,000
\$1,350,000	\$2,700,000	\$13,770 plus 0.50% of all over \$1,350,000
\$2,700,000	\$6,750,000	\$20,520 plus 0.20% of all over \$2,700,000
\$6,750,000	\$13,500,000	\$28,620 plus 0.10% of all over \$6,750,000
\$13,500,000	--	\$35,370 plus 0.05% of all over
\$13,500,000		

When the Bonds are in any form other than general obligation bonds and the amount of the Bonds is:

BUT NOT

<u>MORE THAN</u>	<u>MORE THAN</u>	<u>MAXIMUM FEE*</u>
Zero	\$1,350,000	1.5% of face amount of loan
\$1,350,000	\$2,700,000	\$20,250 plus 0.75% of all over \$1,350,000
\$2,700,000	\$6,750,000	\$30,375 plus 0.30% of all over \$2,700,000
\$6,750,000	\$13,500,000	\$42,525 plus 0.20% of all over \$6,750,000
\$13,500,000	--	\$56,025 plus 0.075% of all over \$13,500,000

\*Plus approved, reasonable and necessary travel and out-of-pocket expenses.

[EXHIBIT B CONTINUED ON NEXT PAGE]

2. Alternatively, the City may use its own counsel to prepare the Authorizing Ordinance, Bonds, Non-Arbitrage Certifications and opinion relating to the tax-exemption of interest on the Bonds. In such case, the Department's Bond Counsel, Adams and Reese, LLP, will be required to review all such documentation and the fee of Department's Bond Counsel will not exceed the "Maximum Fee" shown in the following table:

<u>MORE THAN</u>	<u>BUT NOT MORE THAN</u>	<u>MAXIMUM FEE*</u>
Zero	\$1,000,000	\$6,375
\$1,000,000	\$1,350,000	0.6375% of face amount of the Loan
\$1,350,000	\$2,700,000	\$8,606 plus 0.1875% of all over
\$1,350,000	\$6,750,000	\$11,138 plus 0.1350% of all over
\$2,700,000	\$13,500,000	\$16,605 plus 0.06% of all over \$6,750,000
\$6,750,000	--	\$20,655 plus 0.0413% of all over \$13,500,000
\$13,500,000		

\*Plus approved, reasonable and necessary travel and out-of-pocket expenses.

**EXHIBIT C-1  
to Commitment Agreement**

**FORM OF SITE CERTIFICATE**

(five executed originals to be furnished at or prior to loan closing)

This is to certify that **THE CITY OF SHREVEPORT, STATE OF LOUISIANA** (the "City"), has acquired all property (sites, easements, rights-of-way or specific use permits) necessary for construction, operation, and maintenance of facilities described as

(insert proposed contract number and description):

in accordance with approved plans and specifications and designated as Project Number 107031-01 by the State of Louisiana, Drinking Water Revolving Loan Fund program.

Any deeds or documents required to be recorded to protect the title(s) or rights held by the City have been recorded or filed for record wherever necessary. In the event of conflicts with existing underground utilities or to preserve unknown cultural or historic resources, the City has the right to eminent domain and will take condemnation action, if necessary, to acquire any sites, easements, or rights-of-way which may be required to change the location of any of the facilities described above; and upon acquisition of the rights-of-way and recording of

documents, will submit another site certificate to that effect.  
EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of City's Counsel)

\_\_\_\_\_  
(Print Name and Title)

EXHIBIT C-2  
**to Commitment Agreement**

**FORM OF ENGINEER'S CERTIFICATE**

(five executed originals to be furnished at or prior to loan closing)

This is to certify that the undersigned is the engineer for **THE CITY OF SHREVEPORT, STATE OF LOUISIANA** (the "City"), with respect to:

(insert proposed contract number and description):

in accordance with approved plans and specifications and designated as Project Number 107031-01 by the State of Louisiana, Drinking Water Revolving Loan Fund program.

The undersigned does hereby further certify that we are familiar with the water system of said City, including all the appurtenant equipment, accessories and properties, both real and personal (the "System") and have reviewed or participated in the actions taken by the City in obtaining continuous and adequate land and rights-of-way for the construction and operation of the System.

We further certify that we have reviewed the "Site Certificate" attached hereto and that we are not aware of any occurrences that would vary the statements contained therein and that we are not aware of any problem involving sites, easements, rights-of-way, or specific use permits that will materially impede the construction, operation and maintenance of the project described in said site certificate.

We further certify that all easements, franchises, rights-of-way and all other property necessary and essential to the operation of said System to constitute a complete and workable sewer system or necessary for the ownership by the City to constitute a revenue producing facility have been obtained.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Engineer)

\_\_\_\_\_  
(Print Name and Title)

EXHIBIT C-3

**to Commitment Agreement**

**FORM OF CERTIFICATE REGARDING  
CROSS-CUTTING FEDERAL AUTHORITIES**

(Five executed originals to be furnished at or prior to loan closing)

The undersigned Chairman of the City of Shreveport, State of Louisiana (the "City"), do hereby certify that the City will comply with laws, regulations, policies and conditions relating to the Drinking Water Revolving Loan Fund (the "SRF"). I further certify that so long as the Loan is outstanding, to the extent that any of the following are applicable to the City or the Project, the City will comply with following cross-cutting federal authorities that apply to projects and activities receiving assistance from the SRF:

ENVIRONMENTAL AUTHORITIES:

1. National Environmental Policy Act (P.L. 91-190), the Clean Water Act (P.L. 92-500, as amended) and the Safe Drinking Water Act (P.L. 93-253, as amended) to protect the quality of the environment, all surface water, ground water and sole source aquifers.
2. The applicable State Environmental Review Process (*See* 40 CFR Part 35) to ensure consideration of environmental impacts, to resolve compliance through prudent planning and to integrate compliance with other cross-cutting environmental laws.
3. Section 106 of the National Historic Preservation Act of 1966 (PL 89-665, as amended), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (PL 93-291), to minimize harm to historic landmarks and/or cultural resources in the project area.
4. Executive Order No. 11990 (1977), as amended by Executive Order No. 12608 (1997), to minimize the destruction, loss, or degradation of wetlands in any manner when there are feasible alternatives available; and Executive Order No. 11988 (1977), as amended by Executive Order No. 12148 (1979), to promote the prudent management of flood plains; and the Farmland Protection Policy Act (P.L. 97-98) to minimize adverse effects of federal programs on farmland.
5. Coastal Zone Management Act (P.L. 92-583, as amended) and the Coastal Barrier Resources Act (P.L. 97-348, as amended) to protect and enhance the nation's coastal zones and ecologically sensitive coastal barriers.
6. Wild and Scenic Rivers Act (P.L. 90-542, as amended) to preserve the special scenic, cultural, historic, recreational, geological, and fish and wildlife values of the nation's free flowing rivers and adjacent land.
7. Endangered Species Act (P.L. 93-205, as amended) to ensure that the project will not jeopardize, destroy, or adversely modify the continued existence of any endangered or threatened species or adversely affect its critical habitat.
8. Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act (P.L. 94-265, as amended) to manage and conserve national fishery resources.
9. The approved State Implementation Plan under the Clean Air Act (P.L. 95-95).
10. Safe Drinking Water Act (P.L. 93-523, as amended) to determine the impact, if any, that the project may have on ground water supplies.
11. Wilderness Act (16 U.S.C. 1131, *et. seq.*) to protect areas in national parks, wildlife areas or forests that have been designated as wilderness areas.
12. Fish & Wildlife Coordination Act (P.L. 89-665, as amended) to protect fish and wildlife when Federal actions result in the control or modification of a natural stream or body of water.

#### SOCIAL POLICY AUTHORITIES:

13. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination in the provision of service and benefits on the basis of race, color, or national origin.
14. Section 13 of the Federal Water Pollution Act Amendments of 1972 (33 U.S.C. Sec 1251), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec 794), and the Age Discrimination Act of 1975 (42 U.S.C. Sec 6102), which prohibit discrimination in the provision of services and benefits on the basis of race, color, national origin, sex, handicap or age.
15. Executive Order No. 11246 (1965), which applies equal employment opportunity principles to federally assisted construction programs.
16. Executive Orders 11625, 12138, 12432 and Section 129 of the Small Business Administration and Reauthorization and Amendment Act of 1988 (P.L. 100-590) with reference to utilization of minority and/or women business enterprises.
17. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act (P.L. 102-389) to take six affirmative steps that are intended to promote the participation of disadvantaged business enterprises in their projects and activities, and thereby increase the likelihood that the state will achieve its fair share objective.
18. Executive Order 12898 (1994) with reference to federal actions to address environmental justice in minority populations and low-income populations.

#### ECONOMIC & MISCELLANEOUS AUTHORITIES:

19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738 (1973), which prohibit the procurement of goods, services, or materials from suppliers who have been convicted of violations of these laws.
20. Executive Order No. 12549 (1986), which prohibits participation in a federal assistance program by anyone who has been debarred or suspended.
21. Demonstration Cities and Metropolitan Development Act of 1966 (P.L. 89-754), which requires intergovernmental review of the proposed project.
22. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federally assisted programs (*See* 40 CFR Part 4). These requirements apply to all interests in real property acquired for project purposes regardless of SRF participation.
23. Executive Order 13202 (2001), as amended by Executive Order 13208 (2001), with reference to preservation of open competition and government neutrality towards government contractors' labor relations on federal and federally funded construction projects.

#### OTHER AUTHORITIES:

24. All applicable requirements of all other federal and state laws, executive orders, policies, and regulations governing this program including compliance with the Single Audit Act (OMB Circular A-133).
25. Requirements that the facility to be designed to comply with the "American National Specifications for Making Buildings Accessible to, and Usable by the Physically Handicapped," Number A117-1-196.

The undersigned further agrees that the City will obtain approval by DHH of the final design drawings and specifications before the project is advertised for bidding; will complete the project in accordance with this application, the approved System Improvement Plan, and approved plans and specifications; and, will submit project changes to DHH for prior approval.

I further certify that I am a duly authorized representative of the City, and that I have read and understand these requirements and assurances.

LOUISIANA

CITY OF SHREVEPORT, STATE OF

\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Chairman

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DRINKING WATER  
REVOLVING LOAN FUND

LOAN AND PLEDGE AGREEMENT

**dated as of 9/1/2009**

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**by and between**

**Louisiana Department of Health and Hospitals**

**and the**

**City of Shreveport, State of Louisiana**

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**relating to the issuance of:**  
**not exceeding \$11,000,000**  
**Water and Sewer Revenue Bonds, Series 2009**  
**of the**  
**City of Shreveport, State of Louisiana**  
  
**Loan No. 107031-01**

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\* \* \* \* \*

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**LOAN AND PLEDGE AGREEMENT**

This **LOAN AND PLEDGE AGREEMENT**, which shall be dated for convenience as of 9/1/2009, by and between:

**LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS** (the "Department"), an executive department and agency of the State of Louisiana, appearing through its Office of Public Health, whose mailing address is P.O. Box 4489, Baton Rouge, Louisiana 70821-4489, appearing herein through M. Rony Francois, MD, MSPH, PhD, the Assistant Secretary for the Office of Public Health, duly authorized hereunto, pursuant to an executive order of the Secretary of the Department dated March 28, 2008, and

**THE CITY OF SHREVEPORT, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, appearing herein through Ron Webb, its Chairman, and Arthur G. Thompson, its Clerk, both duly authorized hereunto pursuant to an ordinance adopted by the governing authority of the City on August 11, 2009;

**WITNESSETH:**

**WHEREAS**, the United States of America, pursuant to the Safe Drinking Water Act Amendments of 1996, specifically Section 300j-12 of Title 42 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of providing loans or loan guarantees, or as a source of reserve and security for leveraged loans, the proceeds of which are deposited in a State Revolving Fund, or to provide other financial assistance authorized under the Federal Act to community water systems and nonprofit non-community water systems, other than systems owned by Federal agencies; and

**WHEREAS**, in order to be eligible to receive such capitalization grants, a state must establish a drinking water revolving loan fund and each grant to a state under the Federal Act must be deposited in the State Revolving Fund established by the state; and

**WHEREAS**, the State of Louisiana (the "State"), pursuant to Chapter 32 of Title 40 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 40:2821, *et seq.*) (the "State Act"), has established a Drinking Water Revolving Loan Fund in the custody of the Department (the "State Revolving Fund") to be used for the purpose of providing financial assistance for the improvement of public drinking water systems in the State, as more fully described in Section 2825(A)(2) of the State Act, and has authorized the Department's Office of Public Health to establish assistance priorities and perform oversight and other related activities with respect to the State Revolving Fund; and

**WHEREAS**, the City has made application to the Department for a loan from the State Revolving Fund to finance a portion of the costs of constructing and acquiring improvements, extensions and replacements to its waterworks system, as are generally described in Exhibit A hereto (the "Project"); and

**WHEREAS**, the Department has approved the City's application for a loan from the State Revolving Fund to finance the costs of the Project; and

**WHEREAS**, in accordance with Section 300j-12(b) of the Federal Act, the Department has included a fundable list in its Intended Use Plan with respect to funds available in the State Revolving Fund which includes the Project; and

**WHEREAS**, the City has demonstrated to the satisfaction of the Department that it has the technical, managerial, and financial capability to ensure compliance with the requirements of Federal Act and that it is not in significant noncompliance with any requirement of a national primary drinking water regulation or variance; and

**WHEREAS**, the City, by ordinance of its governing authority adopted on August 11, 2009, has authorized the incurring of debt and the issuance of its Water and Sewer Revenue Bonds, Series 2009 in an amount not to exceed \$11,000,000 (the "Bonds"), for the purpose of paying costs of the Project, which Bonds are proposed to be purchased by the Department using

available moneys in the State Revolving Fund;

**NOW, THEREFORE**, the Department and the City each agree to perform their respective obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

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### DEFINITIONS AND INTERPRETATION

**Definitions.** The following terms used in this Loan Agreement shall have the following meanings, unless the context clearly requires otherwise:

**"Administrative Fee"** means the annual fee equal to one-half of one percent (0.5%) *per annum* of the outstanding principal amount of the Bonds, or such lesser amount as the Department may approve from time to time, which shall be payable each year in two equal semi-annual installments on each Interest Payment Date of the Bonds.

**"Authorized Officer"** means the officer or officers of the City who have executed this Loan Agreement, or their successors in office, or such other person or persons authorized pursuant to a resolution or ordinance of the Governing Authority to act as an authorized officer of the City to perform any act or execute any document relating to the Loan, the Bonds or this Loan Agreement.

**"Authorizing Ordinance"** means the ordinance adopted by the governing authority of the City authorizing the issuance of the Bonds and authorizing the sale of the Bonds to the Department, as it may be supplemented, modified or amended from time to time in accordance with its terms.

**"Bonds"** shall mean the City's Water and Sewer Revenue Bonds, Series 2009, in an amount not to exceed Eleven Million Dollars (\$11,000,000), which indebtedness is being issued by the City pursuant to the Authorizing Ordinance for the purpose of paying Costs of the Project, sold to the Department and purchased by the Department from moneys in the State Revolving Fund.

**"City"** means the City of Shreveport, State of Louisiana, a political subdivision of the State of Louisiana, and its successors or assigns.

**"Code"** means the Internal Revenue Code of 1986, as the same may be amended and supplemented from time to time, including any regulations promulgated thereunder or any administrative or judicial interpretations thereof.

**"Commitment Agreement"** means Commitment Agreement entered into between the Department and the City in connection with the Loan, including the exhibits attached thereto, as it may be supplemented, modified or amended from time to time in accordance with the terms thereof.

**"Completion Date"** means the earlier of (i) the date of the final disbursement of the purchase price of the Bonds to the City, or (ii) date the operation of the Project is initiated or capable of being initiated, as certified by an Authorized Officer in accordance with Section 0.

**"Construction Fund"** means the fund or account to be established in accordance with the City's customary accounting practices, into which each installment of the purchase price of the Bonds is to be deposited, and from which Costs of the Project will be disbursed by the City.

**"Contingencies Fund"** means the fund or account to be established or maintained in accordance with the City's customary accounting practices, for the purposes set forth in the

Authorizing Ordinance and described in the Authorizing Ordinance as the " \_\_\_\_\_ Fund."

**"Costs of the Project"** means, with reference to the Project, all capital costs incurred or to be incurred for the Project, including but not limited to (a) engineering, financing, legal and other fees and expenses related to the engineering and design of the Project and related to the issuance of the Bonds, (b) acquisition and construction costs of the Project, (c) interest on the Bonds during construction, if specifically approved by the Department, and (d) a reasonable allowance for contingencies, all to the extent permitted by the Federal Act, the State Act and any rules or regulations promulgated thereunder.

**"Debt Service Fund"** means the fund or account to be established or maintained in accordance with the City's customary accounting practices, into which the City will periodically deposit funds for the payment of principal, Administrative Fee and interest on the Bonds, in the manner set forth in the Authorizing Ordinance.

**"Default"** means an event or condition, the occurrence of which would constitute with the lapse of time or the giving of notice or both an Event of Default with respect to the Bonds.

**"Delivery Date"** means the date on which the Bonds are delivered to the Department and the first installment of the purchase price therefor is paid by the Department to the City.

**"Department"** means the Louisiana Department of Health and Hospitals, an executive department and agency of the State, and any successor to the duties and functions thereof.

**"Engineer"** means a consulting engineer or firm of consulting engineers registered and licensed by the Louisiana Professional Engineering and Land Surveying Board, or its successor in function, as a professional engineer and selected by the City for the purpose of providing engineering services with respect to the Project. If the City employs a qualified in-house engineer, then such personnel may be the Engineer hereunder with the approval of the Department.

**"EPA"** means the United States Environmental Protection Agency or any successor entity which may succeed to the administration of the programs established by the Federal Act.

**"Event of Default"** means any occurrence or event specified in Section 0.

**"Federal Act"** means the Safe Drinking Water Act Amendments of 1996, specifically Section 300j-12 of Title 42 of the United States Code, and other statutory and regulatory authority amendatory or supplemental thereto.

**"Fiscal Year"** means the City's one-year accounting period determined from time to time by the Governing Authority as the fiscal year of the City.

**"Funds and Accounts"** collectively means the Construction Fund, the Revenue Fund, the Debt Service Fund, the Reserve Fund and the Contingencies Fund.

**"Governing Authority"** means the City Council of the City or its successor in function.

**"Interest Payment Date"** shall mean each date on which interest on the Bonds is payable, the first of which shall occur not more than six (6) months after the delivery of the Bonds to the Department and which shall occur semi-annually thereafter until the Bonds are paid in full, as determined by mutual agreement of the City and the Department on the date of delivery of the Bonds and designated in the Bonds.

**"Loan"** means the loan made by the Department from the State Revolving Fund to the City pursuant to this Loan Agreement, the obligation to repay which Loan is evidenced by the Bonds.

**"Loan Agreement"** means this Loan and Pledge Agreement, including the exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with

the terms hereof.

**"Loan Amount"** means the maximum amount that the Department has agreed to loan the City, being the authorized principal amount of the Bonds.

**"Outstanding"** when used with respect to the Bonds, as of the date of determination, means all Bonds theretofore issued and delivered under the Authorizing Ordinance except:

Bonds that have been cancelled or delivered to the Registrar for cancellation;

Bonds that have been defeased in accordance with Section 0;

Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Authorizing Ordinance; or

Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Authorizing Ordinance or by law.

**"Parity Obligations"** means additional *pari passu* indebtedness, if any, issued by the City and payable from the same source of revenues on a parity with the Bonds in the manner set forth in the Authorizing Ordinance.

**"Plans and Specifications"** means the drawings, elevations, shop drawings and accompanying specifications for work prepared by the Engineer for the City relating to the Project or any portion thereof.

**"Principal Payment Date"** means each annual principal payment date on the Bonds, which dates are set forth in the Authorizing Ordinance, the first of which shall occur no later than one (1) year after the Completion Date and the last of which shall occur no later than twenty (20) years after the Completion Date.

**"Project"** means the improvements to the System generally described in Exhibit A hereto, which are being financed through the issuance of the Bonds.

**"Registrar"** means the person designated as such in the Authorizing Ordinance, unless and until a successor Registrar shall have assumed such responsibilities pursuant to the applicable provisions of the Authorizing Ordinance and thereafter "Registrar" shall mean such successor Registrar.

**"Regulations"** means the regulations of the Department adopted pursuant to and in furtherance of the Safe Drinking Water Act, as amended, and the State Act, as such may be amended from time to time, including, without limitation Title 33, Part IX, Chapter 22 of the Louisiana Administrative Code (L.A.C. 33:IX.2201, *et seq.*).

**"Reserve Fund"** means the fund or account to be established or maintained in accordance with the City's customary accounting practices, into which there shall be deposited from available funds of the City, in the manner set forth in the Authorizing Ordinance (but not from the proceeds of the Loan unless specifically approved by the Department), a sum equal to the Reserve Fund Requirement, as defined in the Authorizing Ordinance.

**"Revenue Fund"** means the fund or account to be established or maintained in accordance with the City's customary accounting practices, into which all revenues of the System shall be deposited in the manner set forth in the Authorizing Ordinance.

**"Scheduled Completion Date"** means the date presently estimated by the City and the Engineer to be the Completion Date, which is \_\_\_\_\_.

**"State"** means the State of Louisiana.

**"State Act"** means the Louisiana Drinking Water Revolving Loan Fund Act, being Chapter 32 of Title 40 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 40:2821, *et seq.*), and other constitutional and statutory authority supplemental thereto.

**"State Loan Fund"** means the Drinking Water Revolving Loan Fund administered, operated

and maintained by the Department pursuant to the Federal Act and the State Act.

**"System"** means the City's facilities that are used for the purpose of collecting, transporting, treating, storing, distributing or holding drinking water, as said system now exists, and as it may be hereafter improved, extended or supplemented while any of the Bonds remain outstanding, as more fully described in the Authorizing Ordinance.

**"User Fees"** means charges or fees levied on users of the System for the cost of operation, maintenance and replacement of the System, for the repayment of debt incurred with respect to the System and for such other purposes as may be determined by the Governing Authority from time to time.

#### **Rules of Interpretation**

(a) Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Loan Agreement:

(1) words importing the singular number shall include the plural number and *vice versa*;

(2) all references to particular articles or sections herein are references to articles or sections of this Loan Agreement;

(3) the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Loan Agreement, nor shall they affect its meaning, construction or effect;

(4) the terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms as used in this Loan Agreement refer to the Loan Agreement in its entirety and not the particular article or section of this Loan Agreement in which they appear; and

(5) the term "hereafter" means after the date of execution of this Loan Agreement and the term "heretofore" means before the date of the execution of this Loan Agreement.

(b) In the event that any provisions of the Authorizing Ordinance conflict with any provision of this Loan Agreement, then the provisions of this Loan Agreement shall control.

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#### **REPRESENTATIONS OF THE DEPARTMENT**

**Representations of the Department.** The Department represents and covenants as follows:

The Department is authorized by the State Act to administer, operate and maintain the State Revolving Fund in full compliance with the Federal Act, as amended, and the requirements of the EPA promulgated thereunder.

The Department has complied with the provisions of the Federal Act and the State Act and all regulations thereunder with respect to the State Revolving Fund and has full power and authority to execute and deliver this Loan Agreement and to consummate the transactions contemplated hereby and perform its obligations hereunder.

The Department, by executive order of its Secretary, being the chief executive officer thereof, has authorized the execution, delivery and due performance of this Loan Agreement and the taking of any and all actions as may be required on the part of the Department to carry out, give effect to and consummate the transactions contemplated hereby and all approvals necessary in connection with the foregoing.

There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Department or to the best knowledge of the Department is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Loan Agreement or any agreement or

instrument to which the Department is a party and which is used or contemplated for use in consummation of the transactions contemplated hereby.

The execution and delivery by the Department of this Loan Agreement and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, deed of trust, note, loan agreement, or other contract or instrument to which the Department is a party or by which it is bound, and to the best of the Department's knowledge any judgment, decree, order, statute, rule or regulation applicable to the Department and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated hereby have been obtained.

The Department has determined that the Project, subject to final review of the Plans and Specifications, is eligible for financial assistance from the State Revolving Fund, and the Project is listed on the State's priority list as required by Section 1383(g) of the Federal Act.

Representations of the City. The City represents and covenants as follows:

The City is a political subdivision of the State and has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to execute, issue and deliver the Bonds, to pledge the revenues necessary to secure the payment of the Bonds, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

The proceedings of the Governing Authority approving this Loan Agreement and the Bonds and authorizing their execution, issuance and delivery by the City and authorizing the City to undertake and complete the Project, including, without limitation the Authorizing Ordinance, have been duly and lawfully adopted in accordance with the laws of the State, including the Open Meetings Law (R.S. 42:4.1, *et seq.*).

The Authorizing Ordinance was duly adopted by the Governing Authority and was published in the official journal of the City no less than 30 days prior to the delivery date of the Bonds and since the said publication no actions or proceedings have been filed or threatened contesting the legality of the Authorizing Ordinance, the Bonds or any provision for payment of the Bonds.

This Loan Agreement and the Bonds have been duly authorized and have been or will be duly executed and delivered by the Authorized Officer, and assuming that the Department has all the requisite power and authority to authorize, execute and deliver and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement and the Bonds will constitute the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms.

To the best of the City's knowledge, there is no fact that the City has not disclosed to the Department in writing on the City's application for the Loan or otherwise that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the City or the System or the ability of the City to make all Loan repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

To the best of the City's knowledge, the authorization, execution and delivery of this Loan Agreement and the Bonds by the City, the observance and performance by the City of its duties, covenants, obligations and agreements thereunder and under the Authorizing Ordinance and the consummation of the transactions provided for in this Loan Agreement, the Authorizing Ordinance and the Bonds, the compliance by the City with the provisions of this

Loan Agreement, the Authorizing Ordinance and the Bonds and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of or constitute a default under or result in the creation or imposition of any lien, charge or other encumbrance upon any property or assets of the City pursuant to any ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of the Authorizing Ordinance and the Bonds) and any ordinance, resolution or indenture which authorized outstanding debt obligations to which the City is a party or by which the City, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the City, the System or its properties or operations are subject.

There are no proceedings pending, or to the knowledge of the City threatened, against or affecting the City in any court or before any governmental authority or arbitration board or tribunal that have not been disclosed in writing to the Department in the City's application for the Loan or otherwise that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the City or its System or the ability of the City to make all Loan repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

To the best of the City's knowledge, no event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement and the Bonds or receipt of the amount of the Loan, or upon the happening of any such event and the giving of notice and/or the passage of time, would constitute an Event of Default hereunder or under the Authorizing Ordinance. The City is not in violation of and has not received notice of any claimed violation of any term of any agreement or other instrument to which it is a party or by which it or the System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the City or its System or the ability of the City to make all Loan repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement, the Authorizing Ordinance and the Bonds.

The City has obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance by the City of its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds or for the undertaking or completion of the Project and the financing or refinancing thereof and the City has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the City of its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with any governmental body or officer that has not been obtained is required on the part of the City as a condition to the authorization, execution and delivery of this Loan Agreement and the Bonds, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

The City is in compliance with all laws, resolutions, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the City to conduct its activities or undertake or complete the Project, or the

condition (financial or otherwise) of the City or its System; and the City has obtained or will obtain all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the City to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the City or its System.

The City has not previously pledged the revenues being used to repay the Bonds to the payment of any indebtedness of the City or any other entity, other than the Parity Obligations, if any, defined in Section 0.

Particular Covenants of the City. The City further covenants and agrees for the benefit of the Department as follows:

The City agrees that the estimated Costs of the Project, as listed in Exhibit C hereto and made a part hereof, is a reasonable and accurate estimation as of the date hereof, and upon direction of the Department will supply the same with a certificate from its Engineer stating that such estimated cost is a reasonable and accurate estimation. With the approval of the State Loan Fund Program Manager, the City and the Department may mutually agree to change the allocation and categories shown in said Exhibit C without the necessity of amending the Loan Agreement.

The City will promptly notify the Department of any material adverse change in the activities, prospects or condition (financial or otherwise) of the City relating to the System or to the ability of the City to make all or any Loan repayments, provide for the payment of Administrative Fees and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

Tax-Exempt Status of Bonds. The City covenants and agrees for the benefit of the Department that it will not take any action or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on the Bonds (if the Bonds are issued as tax-exempt obligations for federal income tax purposes) or on any debt obligations now or hereafter issued by or on behalf of the Department from gross income for purposes of federal income taxation, as that status is governed by the Code. Furthermore, the City will not take any action or fail to take any action that could cause the Bonds or any debt obligations now or hereafter issued by or on behalf of the Department to be "arbitrage bonds" or "private activity bonds" under the Code.

The City shall not purchase, pursuant to any arrangement, formal or informal, any debt obligations issued by or on behalf of the Department in an amount related to the amount of the Loan.

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**LOAN TO CITY; ISSUANCE OF BONDS**

**Terms of the Loan.** The Department hereby agrees to reserve in the State Revolving Fund a sum equal to the Loan Amount from the sums available to the Department or to be received by the Department to be deposited in the State Revolving Fund. The Department further agrees that it will effect the Loan by purchasing the Bonds from the City and paying the purchase price thereof in installments pursuant to this Loan Agreement and the Authorizing Ordinance in accordance with Sections 0 and 0.

The City will apply the proceeds of the Loan to finance the Costs of the Project, and where applicable, to reimburse the City or any lender for such portion of the Costs of the Project that was paid or incurred by the City or for payment of the cost of which sums were borrowed on an

interim basis in anticipation of reimbursement by the Department.

Notwithstanding the foregoing, (i) the Department shall be under no obligation to continue to make disbursements after an Event of Default has occurred and is continuing under the Authorizing Ordinance or this Loan Agreement; and (ii) the Department shall not be obligated to make or continue to make disbursements if funds are not legally available to the Department in the State Revolving Fund to make the Loan or make disbursements pursuant to the Loan. The City shall use the proceeds of the Loan strictly in accordance with the terms of the Authorizing Ordinance and this Loan Agreement.

**Issuance of Bonds.** As evidence of its obligation to repay the principal, interest and premium, if any, of the Loan, and to pay the Administrative Fee, the City contemporaneously herewith has issued and delivered the Bonds to the Department, which Bonds are payable in the manner and from the sources set forth in the Authorizing Ordinance.

**Delivery of Documents.** On the Delivery Date the City will cause to be delivered to the Department each of the following items:

**the executed opinions of counsel to the City in such form and containing such conclusions as may be reasonably required by the Department, addressed to the Department and the City;**

**a certificate or certificates, satisfactory in form and substance to the Department, from an authorized officer of the City, dated such Closing Date, to the effect that:**

**each of the representations of the City set forth herein and in the Loan Agreement is true, accurate and complete in all material respects as of such Closing date, and each of the agreements of the City set forth in the Loan Agreement to be complied with at or prior to such Closing Date has been complied with as of such date;**

**no litigation is pending, or to the knowledge of the authorized officer's knowledge, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, the Loan Agreement, the Authorizing Ordinance or the creation, existence or powers of the City or the title of the present officers of the City, or any of them, to the respective offices and that none of the proceedings or authority for the issuance of the Bonds have been repealed, revoked or rescinded; and**

**the Bonds have been duly authorized, executed and delivered by the City, constitute valid and legally binding obligations of the City and are entitled to the security of and are secured by the Authorizing Ordinance which, together with the Loan Agreement have been duly authorized, executed and delivered by the City;**

**a non-arbitrage certificate or use of proceeds certificate executed by a duly authorized officer of the City in form and substance satisfactory to the Department and an opinion of bond counsel acceptable to the Department;**

**executed originals of the Bonds and the Loan Agreement and a certified copy of the Authorizing Ordinance;**

**executed originals of a Site Certificate, an Engineer's Certificate and a Certification Regarding Cross-Cutting Federal Authorities, in substantially the forms attached to the Commitment Agreement; and**

**such additional certificates, instruments and other documents, dated as of the Closing Date or before, as the Department or its counsel reasonably require to evidence the truth and accuracy as of the Closing Date of the representations of the City herein contained and contained in the Loan Agreement and the due performance and satisfaction by the**

**City at or prior to such time of all agreements to be performed and all conditions then to be satisfied by the City.**

**the Bonds duly executed;**

**Interest and Principal Payments.** The Bonds shall be payable as set forth in the Authorizing Ordinance and as follows:

**Interest shall be payable semiannually in arrears on each Interest Payment Date based on the amount of the Loan theretofore paid by the Department to the City; and**

**Principal shall be payable annually on each Principal Payment Date in the amounts set forth on Exhibit B hereto. Exhibit B has been prepared assuming that the full amount of the Bonds will be disbursed. In the event that less than the full amount of the Loan is made to the City, then the payment schedule shown as Exhibit B will be adjusted in the manner set forth in the Authorizing Ordinance and in this Loan Agreement.**

Promptly after the payment of the final installment of the purchase price of the Bonds, the completion certificate required by Section 0 shall be attached to and made a part of the Bonds.

In the event that any installment of principal, interest or Administrative Fee shall become past due for a period in excess of fifteen (15) days from the payment date specified herein, in addition to interest continuing to accrue on the principal amount due until the payment thereof, the City shall pay upon demand an amount equal to five percent (5%) of the amount of such past-due installment to defray the expenses of handling the delinquent payment.

**Prepayment of Bonds.** The Department acknowledges that the Bonds are subject to prepayment at the times and in the manner set forth in the Bonds and in the Authorizing Ordinance. In addition to the principal, interest and premium, if any, on such prepayment date, the City shall pay to the Department the amount of the Administrative Fee that has accrued on the amount prepaid from the most recent date on which any Administrative Fee was paid.

Prepayment shall be applied first to the Administrative Fee, second to accrued interest on the portion of the Bonds to be redeemed, then to any redemption or prepayment premium and finally to principal.

**Administrative Fee.** The Administrative Fee shall be payable to the Department on each Interest Payment Date. The City's obligation to pay the Administrative Fee shall be terminated upon the sale or other disposition of the Bonds by the Department, other than a pledge or assignment of the Bonds or this Loan Agreement pursuant to Section 0, or upon full payment by the City of the Bonds and all amounts owed the Department under this Loan Agreement. In the event that the Administrative Fee is declared illegal or unenforceable by a court or administrative body of competent jurisdiction, the interest rate borne by the Bonds shall be increased by one half of one percent (0.50%) *per annum*, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

**Manner of Repayment.** Payment of the principal, interest and premium on the Bonds, and payment of the Administrative Fee, shall be made by immediately available funds or mailed and/or made available to the Department no later than the applicable payment date at the following address:

Department of Health & Hospitals  
Office of Management & Finance  
ATTN: Cash Management  
P. O. Box 61979  
New Orleans, LA 70161-1979

or such other address as may be designated by the Department, without presentation or surrender of the Bonds, except upon final payment. If acceptable to the Department, the City may make arrangements to make such payments by wire transfer of immediately available funds.

Payments with respect to the Bonds shall be applied first to the interest due to the date of payment, next to principal and thereafter to the Administrative Fees and other amounts payable on the Loan and the payment of principal and interest shall be recorded on a payment record to be kept and maintained by the Department.

**Disclaimer of Warranties and Indemnification.** The City acknowledges and agrees that: **the Department and the State make no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System, the Project or any portions thereof or the Plans and Specifications or any other warranty or representation with respect thereto; in no event shall the Department or the State be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishings, functioning or use of the System or the Project or any item or products or services provided for in this Loan Agreement, including the Plans and Specifications; and to the extent authorized by law, the City hereby indemnifies, saves and holds harmless the Department and the State against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission by the City, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement, including but not limited to failure of the Department to note any defect in materials or workmanship or of physical conditions or failure to comply with any plans, specifications, drawings, ordinances, statutes or other requirements of a governmental authority, or to call to the attention of any person whatsoever, or take any action, or to demand that any action be taken, with regard to any such defect or failure or lack of compliance.**

**Registrar.** The City agrees to initially prepare, keep, and maintain books and records reflecting the authorization, issuance, transfer and assignment of the Bonds and has appointed the Registrar in the Authorizing Ordinance. A successor Registrar may be appointed in the manner set forth in the Authorizing Ordinance, provided, however, that in no event shall the Department be liable for the payment of any fees of such Registrar.

**Lost, Destroyed or Improperly Cancelled Bonds.** In case any of the Bonds shall become lost, destroyed or improperly cancelled, such Bonds may be replaced pursuant to any applicable terms of the Authorizing Ordinance, or in the absence of any such terms, in the manner set forth in R.S. 39:971, *et seq.*, or other applicable laws.

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#### **PAYMENT OF BONDS; DEFEASANCE**

**Pledge of Revenues.** The Bonds, and to the extent allowed by applicable law all other sums due pursuant to this Loan Agreement, including the Administrative Fee, equally with the Parity

Obligations, if any, shall be secured and payable from a pledge and dedication of the revenues of the combined water and sewerage system, after payment of the reasonable and necessary expenses of operating and maintaining the System. The net revenues of the System shall be set aside in the Funds and Accounts described in the Authorizing Ordinance and shall be and remain so pledged for the security and payment of the Bonds in principal and interest, until the Bonds shall be fully paid and discharged. The City agrees that it shall not further encumber the pledged revenues, to the payment of any indebtedness having an equal or superior lien to that enjoyed by the Bonds, other than through the issuance of Parity Obligations, or junior lien obligations, in the manner and under the conditions provided in the Authorizing Ordinance.

**Defeasance.** Notwithstanding any defeasance procedures set forth in the Authorizing Ordinance, so long as the Bonds are owned by the Department or pledged as security for any indebtedness issued by or on behalf of the Department, the Bonds may be defeased and may be deemed to be paid and shall no longer be considered outstanding under the Authorizing Ordinance and under this Loan Agreement, only in the event that the City has complied with the requirements of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R-S. 39:1441 *et seq.*), or any successor provision thereto, to defease all remaining scheduled payments of principal, interest, premium, if any, and Administrative Fees on the Bonds.

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### **FUNDS AND ACCOUNTS**

**Funds and Accounts.** For the purpose of receiving purchase price payments of the Bonds and paying Costs of the Project, the City has established and agrees to maintain the Construction Fund to be administered in the manner set forth herein and in the Authorizing Ordinance. Additionally, for the payment of and further security for the principal, interest and Administrative Fee on the Bonds, the City has established and agrees to maintain the Funds and Accounts to be administered in the manner set forth in the Authorizing Ordinance.

If at any time the Department deems, in its sole discretion, that the depository for any of the aforesaid funds and accounts to be unsatisfactory for whatever reason, then the City agrees that it will transfer any or all of said funds to such depository as may be designated by the Department.

**Investments.** All moneys in any of the Funds and Accounts shall be invested in investment securities permitted by State law and the Authorizing Ordinance. All income derived from such investments shall be added to the amounts in the respective funds, if required, or to the Revenue Fund or to such funds as may be designated in the Authorizing Ordinance, and such investments shall be liquidated to the extent at any time necessary to apply the proceeds thereof to the purpose for which the respective funds have been created. For the purpose of determining if the required amount is being maintained in any of the funds, such investment securities shall be valued at least annually at the lesser of amortized cost (exclusive of accrued interest) or fair market value.

**Notification of Deficiencies.** The City shall notify the Department, and as required by R.S. 39:1410.62 the State Bond Commission, in writing, whenever (i) transfers to any fund required to be established by the Authorizing Ordinance or any ordinance or resolution authorizing the issuance of indebtedness of the City have not been made timely or (ii) principal, interest,

premiums, or other payments due on the Bonds or any other outstanding indebtedness of the City have not been made timely.

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### **CONSTRUCTION AND COMPLETION OF THE PROJECT**

**Plans and Specifications; Construction Contracts.** The Plans and Specifications must be submitted to the Department for approval in writing, prior to formal request for bids on a construction contract or contracts. The Plans and Specifications shall comply with all laws, regulations and ordinances including, in particular, all zoning, fire, safety and environmental laws, regulations and ordinances. Contracts for the acquisition, construction and installation of the Project shall be entered into in compliance with Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, as amended.

As a condition of the Loan, the Borrower will demonstrate to the satisfaction of the Department before issuing an initial work order for construction, that the Borrower has or will have an ownership or such other real interest in the site(s) of the Project, including necessary servitudes and rights-of-way as the Department finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project. The Borrower agrees to provide the Department with a Site Certificate in substantially the form attached to the Commitment Agreement prior to disbursement by the Department of any Loan proceeds for construction.

The City will exercise its best efforts to initiate construction of the Project within six (6) months after the Delivery Date and in accordance with prudent public utility practice to complete the Project and to so accomplish such completion on or before the Scheduled Completion Date, and to provide from its own financial resources all moneys required to complete the Project in excess of the Loan Amount available hereunder.

**Engineer.** Prior to signing a construction contract or contracts, the City shall name the Engineer. If so required by the Department, the Engineer shall issue prior to each disbursement request a progress report detailing construction status to date and stating whether construction is within the Project budget. Requisitions for funds during construction, in the form attached hereto as Exhibit D will be executed by the City and certified by the Engineer.

**Compliance with Law.** If requested by the Department, the City will furnish the Department with evidence that the property and equipment constituting the System, and the proposed and actual use thereof, comply with all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the same, including the Regulations, and that there is no action or proceeding before any court, quasi-judicial body of administrative agency at the time of any disbursement by the Department relating to the System.

The City will obtain all necessary approvals from any and all governmental agencies requisite to the completion of the Project in compliance with all federal, State and local laws, ordinances and regulations applicable thereto. Upon completion of the Project the City shall obtain all required permits and authorizations from appropriate authorities as required for operation and use of the Project as contemplated by this Loan Agreement.

In the event that archeological artifacts or historical resources are unearthed during construction excavation of the Project, the City shall stop or cause to be stopped construction activities and will notify the Department of such fact.

The City will immediately halt construction of the Project and notify the Department if any endangered species are encountered during construction so that mitigating measures can be taken in accordance with the Endangered Species Act of 1973, as amended.

The City will take and institute such proceedings as will be necessary to cause and require all contractors and materials suppliers to complete their contracts diligently and in accordance with the terms of the contracts, including without limitation, correcting any defective work.

**Payment of Additional Costs of the Project.** In the event that Loan proceeds are not sufficient to pay the Costs of the Project in full, the City shall nonetheless complete the Project and pay that portion of the Costs of the Project as may be in excess of available Loan proceeds and shall not be entitled to any reimbursement therefor from the Department, except for the proceeds of any additional financing which may (subject to availability) be provided by the Department pursuant to application by the City.

**Completion Certificate.** The Project will be considered complete when the provisions of Section 0 have been met for all construction contracts included in the Project, or upon the disbursement of the final installment of the purchase price of the Bonds, whichever occurs first, and such date will be the Completion Date for purposes of this Loan Agreement. On or as soon as practicable after the Completion Date, the City shall submit the Certificate of Substantial Completion required by Section 0 and shall certify to the Department when it has initiated or is capable of initiating operation of the Project. The City shall also ratify and confirm in writing the final principal amount of the Loan and the final principal amortization schedule for the Loan.

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### **DISBURSEMENTS**

**Disbursement of Loan Proceeds.** Prior to any disbursement of Loan Proceeds, the City will prepare a budget and construction disbursement schedule which shall be updated from time to time as required by the progress of construction. Installments of the Loan, representing purchase price installments of the Bonds, shall be paid by the Department to the City under the terms of this Loan Agreement, upon receipt of a properly completed requisition in the form attached hereto as Exhibit D, subject to and conditioned upon the availability of sums on deposit in the State Revolving Fund. The City will deposit such proceeds in the Construction Fund and will utilize and expend such proceeds in a timely and expeditious manner and, in particular, will:

**pay promptly all approved Costs of the Project;**

**proceed expeditiously with and complete the Project in accordance with Plans and Specifications, with construction reasonably expected to begin within six (6) months after the Delivery Date;**

**provide and maintain competent and adequate supervision and inspection of the Project;**

**return promptly upon written request any and all unused funds, including all costs or amounts found not eligible or disallowed by the Department; and**

**complete the Project within two years of the Delivery Date unless the Department gives its written approval to an extended construction period.**

**Disbursement Procedure.** Purchase price installments of the Bonds for the payment of Costs of the Project shall be made by the Department to the City from time to time as the construction

of the Project progresses, subject to the satisfaction of the following conditions:

**in connection with each disbursement, the City shall submit a requisition in the form attached hereto as Exhibit D, which requisition shall include:**

**an updated copy of the disbursement schedule (if applicable);**

**the report of the Engineer, which report shall be in the form and substance satisfactory to the Department and shall state that the Project, to the best of the Engineer's knowledge, as completed as of the date of such report, has been constructed in accordance with the Plans and Specifications and that the undisbursed portion of the Loan Amount is sufficient to complete the Project in accordance with the Plans and Specifications and the disbursement schedule;**

**if required by the Department, evidence satisfactory to the Department that the insurance required by Section 0 of this Loan Agreement remains in full force and effect;**

**such other instruments, documents, certificates, endorsements, invoices and opinions as the Department may reasonably require to substantiate the Costs of the Project for which payment is requested; and**

**if the requisition is the final requisition, the Completion Certificate required by Section 0; disbursements shall be made by the Department not more frequently than twice per calendar month;**

**each disbursement shall be subject to the review and approval of the Department; and**

**the amount of each disbursement shall be computed so that five (5%) percent, or such larger percentage as may be requested by the City, of such disbursement constituting eligible costs and one hundred (100%) percent of non-eligible costs will be deducted from the total amount payable as retainage or as non-eligible costs with respect to each contract for construction of the Project or any portion thereof. The total amount of retainage withheld from the disbursements during the construction of the Project with respect to each contract shall be disbursed pursuant to the provisions of Section 0.**

**Modified Disbursement Procedure.** The Department reserves the right to modify the procedures set forth in Section 0 in order to make disbursements directly to any contractor or to subcontractors and suppliers when it is necessary to prevent a default under any construction contract or to insure that all subcontractors, suppliers and laborers who have performed services or provided materials to the Project are paid.

**Reimbursement of Certain Costs.** The City will promptly reimburse the Department for any portion of the Loan which is determined by the Department to have been expended for a cost which is not eligible for funding from the State Revolving Fund, which reimbursement will be made not more than 180 days after the discovery thereof by either the City or the Department. Such reimbursement shall be promptly paid to the Department upon written request of the Department with interest on the amount reimbursed at the rate borne by the Bonds from the later of the date of the disbursement from which any such non-eligible item was paid or the last Interest Payment Date on which the City paid interest with respect to said amounts, and shall be applied in inverse order of maturity against the outstanding principal amount of the Bonds.

**Inspections; Possession of Project.** Upon the occurrence of an Event of Default, the City does hereby agree and authorize the Department, EPA, the Engineer, or any agent, officer, employee or representative of the Department or EPA to enter upon the Project to make inspections of the materials, plans, shop drawings, workmanship and construction of the Project or to enter into possession of the Project and perform any work necessary or desirable to complete the Project and to take all other action in connection therewith, in order that the

Department may:

**verify that each disbursement is appropriate and in conformity with the requirements of this Article;**

**verify that all work covered by a proposed disbursement is in accordance with the Plans and Specifications;**

**determine whether there has been or may be any default of the obligations of the City under this Loan Agreement or the Authorizing Ordinance; and**

**take any necessary or appropriate action to insure that the Project will be completed in a timely manner and in accordance with the Plans and Specifications and the disbursement schedule.**

None of the aforesaid actions by the Department or by any agent, officer, employee or representative of the Department shall be or may be construed in such a manner as to impose any duty or obligation whatsoever on the Department, the Engineer, or any agent, officer, employee or representative of the Department to protect or represent any owner, City, contractor, surety, or any other person whatsoever and shall not be considered or construed as having made any warranty whatsoever, whether express or implied, as to the adequacy, quality of fitness or purpose of any physical conditions, materials, workmanship, plans, specifications, drawings or other requirements pertaining to the Project, or whether any such physical conditions, materials or workmanship comply with any plans, specification, drawings, ordinances, statutes, or other governmental requirements pertaining to the Project.

**Conditions Precedent.** It is specifically understood and agreed that the obligation of the Department to fund any disbursements for payments to contractors or suppliers (other than engineering expenses and costs of issuance of the Bonds) shall be subject to the receipt by the Department of the following items with respect to each construction contract that is entered into with respect to the Project:

**a true and correct copy of all applicable construction contracts pertaining to the Project (including all amendments, addenda, supplements, modifications and related documents), which contracts shall be for a guaranteed maximum contract price satisfactory to the Department or on such terms and conditions as shall be satisfactory to the Department;**

**one complete set of the Plans and Specifications relating to any construction contract pertaining to the Project, which Plans and Specifications shall be in final form and shall have been approved in scope and substance by the City and the Department;**

**a "Notice to Proceed" statement from the City or the Engineer stating that the Engineer has reviewed and approved the disbursement schedule and that the applicable portion of the Project can be completed in accordance with such Plans and Specifications for the amounts reflected in the disbursement schedule;**

**a certificate from the Engineer stating that the proposed use of the Project as contemplated by the Plans and Specifications is consistent with all applicable zoning ordinances and such use of the Project for the purposes contemplated thereby is permitted under all applicable zoning ordinances;**

**a copy of any building permits, if required, issued by the applicable agency or agencies with respect to the proposed construction of the Project;**

**a copy of any policy or policies of builder's all-risk insurance issued by an insurance company or companies acceptable to the Department, insuring the Project for its full replacement costs (or on a progressively full insured basis) with extended coverage, and said policy shall insure against such loss or damages as the Department may require;**

**a copy of a policy of comprehensive general liability insurance, which policy shall be satisfactory to the Department in form, substance, limits and coverage;**  
**a copy of a policy of worker's compensation insurance issued in accordance with applicable law;**  
**a copy of a payment and a performance bond from a surety company acceptable to the Department; and**  
**a final site certificate.**

**Conditions to all Disbursements.** In addition to the requirements of Section 0 with respect to the initial disbursement for each construction contract that is entered into with respect to the Project, the obligation of the Department to fund the initial and all subsequent disbursements of the purchase price of the Bonds is subject to the satisfaction of the following further conditions:  
**that as of the date of such disbursement, there has occurred no Default and no condition which, with the giving of notice or lapse of time or both, would become an Event of Default under the Bonds, any Parity Obligations or this Loan Agreement;**  
**that each of the representations, covenants and agreements of the City contained herein shall be true and correct on and as of the date of the respective disbursements;**  
**that the City shall be in full compliance with all obligations and covenants contained herein, the applicable Regulations and all other applicable State, Department and federal regulations; and**  
**that as of the date of the request for disbursement there have been no changes made to the Plans and Specifications nor any change orders executed which have not been approved by the Department.**

**Conditions to Disbursement of Retainage.** The disbursement by the Department of the retainage withheld pursuant to Section 0 shall be subject to the satisfaction of the following conditions:

**receipt by the Department of a certificate signed by the City and the Engineer stating that to their best knowledge the Project or applicable portion of the Project has been completed in accordance with the Plans and Specifications therefor;**  
**receipt by the Department of a copy of a lien and privilege certificate showing that no liens have been recorded encumbering the Project;**  
**if requested by the Department, receipt by the Department of a certificate of cancellation evidencing that the construction contract or contracts have been canceled and erased from the mortgage records, if applicable;**  
**receipt by the Department of a duly completed request for disbursement executed by the City covering the retainage;**  
**a certificate of the City certifying that all Costs of the Project, and all change orders and amendments to all construction contracts, have been previously submitted by the City to the Department, which certificate contains an acknowledgment by the City that no further disbursements will be due to the City from the Department;**  
**completion of a final inspection of the Project by the Department;**  
**receipt by the Department of a duly completed certificate of labor standards by the City, if applicable; and**  
**if not previously furnished by Borrower, (i) a certified copy of a duly enacted water use ordinance, (ii) a certified copy of an ordinance imposing user charges, each complying with applicable provisions of the Regulations and all other applicable State and federal regulations, which have been approved as to form and substance by the Department, (iii)**

evidence of final approval by the Department of an Operations & Maintenance Manual of the Borrower, and (iv) an Initiation of Operation Certificate (Form DWRLF-1044).

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#### **OPERATION OF THE SYSTEM**

**Operation of the System.** The City will maintain the System in good repair and operating condition and will cooperate with the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the City and the Department under this Loan Agreement.

The City will insure that the Project operates and meets minimum technical and administrative requirements in accordance with the State Sanitary Code, and the City will meet all requirements imposed by the EPA and the Department as a condition of receiving the Loan from the State Revolving Fund under the Federal Act, the State Act and any applicable Regulations.

The City will, in accordance with prudent waterworks utility treatment practice,

**at all times operate the properties of its System and any business in connection therewith in an efficient manner;**

**maintain the System in good repair working order and operating condition; and from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted, provided, however, that this covenant shall not be construed as requiring the City to expend any funds which are derived from sources other than the operation of its System or other receipts of such System which are not pledged hereunder, and provided further that nothing herein shall be construed as preventing the City from doing so.**

**Water Charges and Connections.** Acting in the exercise of its police powers, the Borrower shall take all action necessary to require every owner, tenant or occupant of each lot or parcel of land within the geographical boundaries of the Borrower which abuts upon a street or other public way containing a water line and upon which lots or parcels of a building shall have been constructed for residential, commercial or industrial use, to connect said building with the System and to cease to use any other method for the supply of water which can be handled by the System. All such connections shall be made in accordance with the rules and regulations to be adopted from time to time by the Borrower, which rules and regulations may provide for an inspection charge to assure the proper making of such connection

In addition to all other rights and remedies available to be used for the enforcement of public water charges and for the compelling of the making of utility connections as aforesaid, the City covenants that it shall exercise and enforce promptly and efficiently all rights given it under the laws of the State for the enforcement and collection of such charges..

The City will not furnish or supply or cause to be furnished or supplied any use, capacity or service of the System free of charge to any person, firm, corporation (public or private), public agency or instrumentality.

**User Fees.** The City will enact, maintain and enforce an ordinance or resolution imposing User Fees and will enact, maintain and enforce a utilities use ordinance or resolution or similar

proceeding that satisfies the requirements of all applicable regulations. So long as the Bonds are outstanding, the City through its Governing Authority obligates itself to fix, establish, maintain, levy and collect such rates, fees, rents or other charges for services and facilities of the System and all parts thereof and to revise the same from time to time whenever necessary to always provide User Fees in each Fiscal Year sufficient to meet all requirements of the Authorizing Ordinance and at least to:

**pay the reasonable and necessary expenses of operating and maintaining the System in such Fiscal Year and to satisfy the requirements of Louisiana Administrative Code 33:IX.2209(C)(1), or any successor provision, that the User Fees generate sufficient revenues to cover the costs of operation, maintenance and replacement;**

**pay debt service and Administrative Fee on the Bonds and any Parity Obligations and make all required deposits to the Funds and Accounts to the extent that such payments are not provided for from other sources of pledged revenues; and**

**meet any coverage ratio requirement set forth in the Authorizing Ordinance.**

**Annual Review of User Fees.** At least annually, but in no event later than six (6) months after the close of the previous Fiscal Year, the City shall review the adequacy of its User Fees to satisfy the requirements of Section 0 for the next succeeding Fiscal Year. The Borrower shall prepare a report of such review stating the Borrower's opinion regarding the adequacy or inadequacy of the existing User Fees to satisfy the requirements of Section 0 and what action the Borrower will take to satisfy such requirements, if any, and shall furnish a copy of such report to the Department upon its completion.

If such review indicates that the User Fees are, or are likely to be, insufficient to meet the requirements of Section 0 for the next succeeding Fiscal Year, or if it otherwise appears at any time during such Fiscal Year that User Fees are or are likely to be insufficient to meet such requirements, the City shall promptly take such steps as are necessary to cure or avoid the deficiency.

**Financial Records; Annual Audit.** The City will establish and maintain adequate financial records as required by the laws of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principles ("GAAP") and will make these and the following records and reports available to the Department and EPA or their authorized representatives upon request.

The City will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended, and in accordance with the requirements of Circular A-133 of the U.S. Office of Management and Budget, and Section 66.468 of the Catalog of Federal Domestic Assistance (CFDA Publication #66.468 - Capitalization Grants for State Revolving Funds) if applicable. The City and its auditor have furnished a certification, attached hereto as Exhibit E, acknowledging the requirements of Circular A-133.

Upon completion, but in no event later than six (6) months after the close of the applicable Fiscal Year, the City shall file a copy of such audited financial statements with the Department. In addition to whatever matters may be thought proper by the auditors to be included therein, the audited financial statements shall include the following:

**a statement in detail of the income and expenditures of the System for such Fiscal Year,**  
**a balance sheet of the System as of the end of such Fiscal Year;**

**the accountant's comments regarding the manner in which the City has carried out the requirements of the Authorizing Ordinance and this Loan Agreement and the**

**accountant's recommendations for any changes or improvements in the operation of the System or the method of keeping the records relating thereto;**  
**a list of the insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy;**  
**the number of System users at the end of the Fiscal Year;**  
**an analysis of additions, replacements and improvements to the physical properties of the System during the Fiscal Year;**  
**an analysis of all funds created pursuant to the Authorizing ordinance setting out as to each all deposits and disbursements made during the Fiscal Year;**  
**a statement of all schedules of User Fees in effect during the Fiscal Year, the aggregate dollar billed for services rendered by the System during such Fiscal Year and the average monthly billing per user; and**  
**a schedule of fixed assets, if not provided elsewhere in the audit report.**

A reasonable portion of the expenses incurred in the preparation of the audit report required by this Section may be regarded and paid as a maintenance and operation expense of the System. The City further agrees that the Department shall have the right to ask for and discuss with the accountant making the review and the contents of the review and such additional information as it may reasonably require. The City further agrees to furnish to the Department, upon request therefor, a monthly statement itemized to show the income and expenses of the operation of the System and the number of users for the preceding month.

**Consulting Engineer.** The City will submit over the life of the Loan sufficient information as is reasonably requested by the Department to demonstrate that the City has legal, institutional, managerial and financial capability to ensure the construction, operation and maintenance of the Project and the System and the repayment of the Loan, interest and administrative fees.

To this end, the City may retain an Engineer, but shall be required to do so only in accordance with provisions of this section and Section 0, for the purpose of providing the City with continuous engineering counsel in the operation of the System. The Engineer shall be retained under contract at such reasonable compensation as may be fixed by the City, and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the System. Any Engineer appointed under the provisions of Section 0 may be replaced at any time by another Engineer appointed or retained by the City upon written notice to the Department.

Upon the occurrence of an Event of Default, or if requested in writing by the Department, the City shall prepare, or shall have the Engineer prepare within one hundred eighty (180) days after the close of each Fiscal Year a comprehensive operating report which shall contain therein or be accompanied by a copy of the audit required by Section 0, and in addition thereto shall report upon the operation of the System during the preceding Fiscal Year, the maintenance of the properties, the efficiency of the management of the property, the proper and adequate keeping of the books of account and record, the adherence to budget and budgetary control provisions, all matters bearing upon the sufficient and profitable operation of the System, and shall include whatever criticism of any phase of the operation of the System the City or the Engineer, as the case may be, may deem proper and such recommendation as to changes in the operation and the making of repairs, renewals, replacements, extensions, betterments and improvements as the City or Engineer may deem proper. Copies of such report shall be furnished to the Department upon written request. It shall be the duty of the Engineer, if

retained in accordance with this Section, to determine the economic soundness or feasibility of any extensions, betterments, improvements, expenditures or purchases of equipment and materials or supplies, which will involve the expenditure of more than Twenty-Five Thousand Dollars (\$25,000), whether in one or more than one order, and whether from funds on deposit in the Contingencies Fund.

**Prohibition Against Liens.** Except as provided in Section 0, the City will maintain title to or the possession of the System and equipment acquired and properties improved by the Project, including any necessary servitudes and rights-of-way acquired in connection with the Project. Title to any immovable equipment and any real property purchased by the City in connection with the Project will remain free and clear of all liens and encumbrances. Furthermore, all movable property necessary for the operation of the System will remain free of all liens except liens necessary to secure the purchase of said movable equipment.

**Insurance.** So long as the Bonds are Outstanding the City will maintain or cause to be maintained in force insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the System at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining facilities similar in nature to the System, including liability coverage, all to the extent available at reasonable cost. In case of loss, any insurance money received by the City shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed or shall be deposited in the Contingencies Fund to supplement any other amounts required to be paid into said Fund.

**Fidelity Bonds.** So long as the Bonds are Outstanding the City, in operating the System, shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the operation of the System to obtain or be covered by blanket or faithful performance bond, or independent fidelity bonds, written by a responsible indemnity company in amounts adequate to protect the City from loss.

**Competitive Franchises.** So long as the Bonds are Outstanding the City obligates itself not to grant a franchise to any utility for operation within the boundaries of the City which would render services or facilities in competition with the System, and also obligates itself to oppose the granting of any such franchise by any other public body having jurisdiction over such matters. Further, the City shall maintain its corporate identity and existence so long as any of the Bonds remain outstanding.

**Equal Opportunity.** The City will comply with all federal and State laws pertaining to equal employment opportunities insuring that all engineers and contractors for this Project not discriminate against any person on the basis of race, color, sex, religion, age, national origin or handicap.

**Access to Books.** The Department and the EPA or their authorized representative shall have access to the Project and to the City's administrative offices, books, records, reports, design documents, contract documents and similar documents at any reasonable time. The City hereby covenants and agrees that the City shall cause its engineers and contractors to cooperate during Project inspections, including making readily available books, records, current working copies of plans and specifications and supplementary materials and further consents and agrees that the City will allow inspections and examinations by the Department, and EPA during construction and periodically over the term of the Loan.

## **PARITY OBLIGATIONS**

**Issuance of Additional Parity Obligations.** Additional Parity Obligations may be issued in accordance with the provisions of and subject to the terms and conditions imposed by the Authorizing Ordinance, and with the prior written consent of the Department, to complete the acquisition and construction of the Project, to make additional improvements to the System or to refund or refinance any portion of the Loan or other Parity Obligations. Such consent shall not be necessary if all of the Bonds will be refunded with such additional Parity Obligations.

**Junior and Subordinate Lien Obligations.** Junior and subordinate lien Obligations may be issued by the City at any time without restriction upon written notice thereof to the Department.

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## **DEFAULTS AND REMEDIES**

**Events of Default.** Each of the following events is defined as and declared to be and to constitute an "Event of Default" hereunder:

**Failure by the City to pay, or cause to be paid, the principal of or interest on the Bonds or any other amount payable on the Loan other than the payment of the Administrative Fee when due;**

**Failure by the City to pay, or cause to be paid, the Administrative Fee or any portion thereof when due;**

**Failure by the City to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) or (b) above, which failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Department, unless the Department shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Department may not unreasonably withhold its consent to an extension of such time up to sixty (60) days from the delivery of the written notice referred to above if corrective action is instituted by the City within the applicable period and diligently pursued until the Event of Default is corrected;**

**If any representation made by or on behalf of the City contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Bonds, is determined to be false or misleading in any material respect; or**

**A petition is filed by or against the City under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or hereafter enacted, unless in the case of any such petition filed against the City such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the City shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the City or any of its property) shall be appointed by court order to take possession of the City or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.**

**Notice of Default.** The City shall give the Department prompt notice, by telephone, fax or

electronic mail, of the occurrence of any Event of Default and of the occurrence of any other event or condition that constitutes an Event of Default. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next business day.

**Remedies on Default.** Until an event of default shall have occurred, the City shall retain full possession and control of the System with the full right to manage, operate and use the same and every part thereof with rights appertaining thereto, and to collect and receive, and subject to the provisions of this Loan Agreement, to take, use, enjoy and distribute the earnings, income and profits accruing or derived from the System.

However, when an Event of Default shall have occurred and be continuing the Department shall have the right to take any action permitted or required pursuant to this Loan Agreement or the Authorizing Ordinance and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City hereunder, including, without limitation, obtaining the appointment of a receiver of the System in an appropriate judicial proceeding in a court of competent jurisdiction.

**Appointment of Engineer; Required Reports.** In the event that the City should fail to derive sufficient User Fees from the operation of the System to make the monthly payments into the Funds and Accounts, as required in the Authorizing Ordinance, or in the event of an Event of Default hereunder, then it will retain an Engineer in the manner provided in the Authorizing Ordinance.

**Appointment of Receiver.** In the event that the Department obtains the appointment of a receiver after the occurrence of an Event of Default, such receiver shall, in the performance of the powers conferred upon him, be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of the court.

Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided shall hold and operate the System in the name of the City and for the joint protection and benefit of the City, any owners of Parity Obligations and the Department. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System and the authority of such receiver shall be limited to the possession, operation and maintenance of the System for the sole purpose of the protection of both the City, any owners of Parity Obligations and the Department and the curing and making good of any Default. In such case, title to and the ownership of the System shall remain in the City, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage, or otherwise dispose of any assets of the System except with the consent of the City and in such manner as the court shall direct.

**Attorney's Fees and Other Expenses.** The City shall, on demand, pay to the Department the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Department in the collection of delinquent Loan repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the City hereunder, under the Authorizing Ordinance or under any other agreements relating to the Bonds.

**Application of Moneys.** Any moneys collected by the Department pursuant to Section 0, after payment of the costs of operation and maintenance of the System, shall be applied **first to pay interest due and payable on the Loan;** **second, to pay principal due and payable on the Loan;** **third, to pay any fees and expenses owed by the City pursuant to Section 0;** **fourth, to pay any other amounts due and payable under this Loan Agreement; and** **fifth, to pay any other amounts payable hereunder, including Administrative Fees, as such amounts become due and payable.**

**No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Department is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the Department to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**Retention of Department's Right.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the Section 0 or otherwise, and anything else to the contrary contained herein, the Department shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the City at law or in equity, as the Department may, in its discretion, deem necessary to enforce the obligations of the City to the Department.

**Default by Department.** In the event of any default by the Department under any duty, covenant, agreement or obligation of this Loan Agreement, the City's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available legal or equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Department hereunder as may be necessary or appropriate.

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#### ASSIGNMENT

**Assignment, Transfer or Sale by the Department.** The City hereby approves and consents to any assignment, transfer or sale of this Loan Agreement and/or the Bonds by the Department including but not limited to any such assignment or transfer in connection with the issuance by or on behalf of the Department of bonds, notes or other debt obligations. The City hereby further approves and consents to any assignment or pledge by the Department of payments due from the City pursuant to this Loan Agreement and the Bonds as security or partial security for the payment of principal and interest on such bonds, notes or other debt obligations issued by or on behalf of the Department. The City agrees to cooperate with the Department in accomplishing any such assignment, including execution of any additional certificates or documents as may be reasonably required by the Department.

**Assignment, Transfer or Sale by City.** Neither this Loan Agreement nor the Project may be assigned, transferred or sold by the City for any reason, unless the following conditions shall be

satisfied:

**the Department shall have approved said assignment, transfer or sale in writing; the assignee or transferee shall be a governmental unit within the meaning of Section 141(c) of the Code, unless the Department shall have received the opinion described in (d) below notwithstanding the fact that the assignee or transferee is not a governmental unit, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the City's duties, covenants, agreements and obligations under this Loan Agreement;**

**immediately after such assignment, transfer or sale, the assignee or transferee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the City hereunder or under the Authorizing Ordinance;**

**the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not or would not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under the Code;**

**if applicable, the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not adversely affect the exclusion of interest on any bonds, notes, or other debt obligations issued by or on behalf of the Department from gross income for federal income tax purposes under the Code or affect the ability of the Department to repay or cause to be repaid any such bonds, notes or other debt obligations; and**

**the Department shall receive an opinion of its counsel to the effect that such assignment, transfer or sale will not violate the provisions of any agreement entered into by the Department with, or condition of any grant received by the Department from, the United States of America relating to any capitalization grant received by the Department or the State under the Federal Act or the Regulations.**

No assignment, transfer or sale shall relieve the City from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the City shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Notwithstanding the foregoing, the City may dispose of property which in its reasonable judgment is worn out unserviceable, unsuitable, or unnecessary in the operation of the System, when other property of equal value is substituted therefor, or the proceeds derived from the disposal of such property are deposited in a Contingencies Fund or used to prepay or redeem the Bonds.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

#### **MISCELLANEOUS**

**Payment of Department Expenses.** The City agrees to pay at the Delivery Date all fees and expenses incurred by the Department in connection with the Loan which shall include the payment of all attorneys' fees and expenses of Adams and Reese, LLP, bond counsel to the Department, approved by the Department in connection with the Loan.

**Consents and Approvals.** Whenever the written consent or approval of the Department shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary or the Assistant to Secretary, Office of Management and Finance

unless otherwise provided by law or by rules or regulations of the Department or executive order of the Secretary of the Department.

**Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the City and to the Department at the addresses shown in the appearances to this Loan Agreement. Either of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

**Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Department and the City and their respective successors and assigns.

**Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Amendments, Supplements and Modifications.** This Loan agreement may be amended, supplemented or modified in writing with the consent of both the Department and the City.

**Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

**Applicable Law.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**Captions.** The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

**Further Assurances.** The City agrees, at the request of the Department to authorize, execute, acknowledge and deliver such further resolutions, ordinances, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by the City under this Loan Agreement.

**City to Cooperate in Rating and Issuance of Department's Bonds.** The City acknowledges that the Department may assign the Bonds and this Loan Agreement as security for the payment of bonds issued by or on the Department's behalf, and that in order to facilitate the rating of any such bonds City shall furnish to the Department, any issuer of any such bonds, or any nationally recognized rating agency, such documents and financial reports as may be reasonably required to obtain a rating for such bonds. Further, City agrees to perform such acts and execute such further documents and certificates as may be reasonably required by the Department in connection with the issuance of any such bonds.

**City's Continuing Disclosure Obligations.** The City hereby acknowledges and agrees that even though the Bonds are initially exempt from the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule") pursuant to section (d)(1) and/or other exemptions to the Rule, in the event the Department should transfer the Bonds or the Bonds become a source of repayment of "municipal securities" sold through a "primary offering" (as both terms are defined and used in the Rule), it is possible that the City could constitute an "obligated person" as defined and used in the Rule. In that case, the City agrees to comply with the continuing disclosure requirements of the Rule.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Department and the City have caused this Loan Agreement to be executed, sealed and delivered on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, but dated for convenience of the parties as of the date first above-written.

LOUISIANA DEPARTMENT OF HEALTH  
AND HOSPITALS, Office of Public Health

By: \_\_\_\_\_  
Assistant Secretary

LOUISIANA CITY OF SHREVEPORT, STATE OF

ATTEST: By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Clerk

(SEAL)  
**EXHIBIT A**  
**to Loan and Pledge Agreement**

**DESCRIPTION OF PROJECT**  
**EXHIBIT B**  
**to Loan and Pledge Agreement**

**ESTIMATED PRINCIPAL REPAYMENT SCHEDULE**  
**EXHIBIT C**  
**to Loan and Pledge Agreement**

**ESTIMATED COSTS OF THE PROJECT**  
**EXHIBIT D**  
**to Loan and Pledge Agreement**

**FORM OF REQUISITION**  
**EXHIBIT E**  
**to Loan and Pledge Agreement**

**ACKNOWLEDGEMENT OF  
OMB CIRCULAR A-133 REQUIREMENTS  
(for governmental and non-profit borrowers)**

The undersigned officer of the City of Shreveport, State of Louisiana (the "City"), together with the undersigned certified public accountant, hereby represent and acknowledge as follows:

1. This certification is being executed in connection with the issuance and delivery by the City of its \$11,000,000 Water and Sewer Revenue Bonds, Series 2009, which bonds are being purchased by the Drinking Water Revolving Loan Fund administered by the Louisiana Department of Health and Hospitals (the "Fund"), and represent the City's obligation to repay a loan from the Fund (the "Loan").
2. The undersigned certified public accountant is currently performing, has performed or is engaged to perform an annual audit of the City's financial statements.
3. By virtue of undertaking the aforesaid Loan from the Department, the City and the undersigned certified public accountant acknowledge that for any fiscal year during which the City has received installments of Loan proceeds from the Department, the City's audited financial statements must comply with the requirements of the Single Audit Act Amendments of 1996, and OMB Circular No. A-133, all as more further described in the Catalog of Federal Domestic Assistance (CFDC) Publication #66.458.
4. With respect to fiscal years after City has received any Loan proceeds and completed construction of the project, and when City's only ongoing financial activity with respect to the Fund is the payment of principal and interest on outstanding balances, the prior balances are not considered to have continuing compliance requirements under Circular A-133. Such loans that do not have continuing compliance requirements other than to repay the loans are not considered Federal awards expended and therefor are not required to be audited under Circular A-133. However, the undersigned acknowledge that in such fiscal years its audited financial statements may be required to comply with Circular A-133 by virtue of receiving federal funds from sources other than the Fund, and the City undertakes to make an annual determination of whether or not such compliance will be required.
5. The City agrees that it will undertake to notify any successor auditor of the requirements described in 3 and 4 above.

LOUISIANA

CITY OF SHREVEPORT, STATE OF

By: \_\_\_\_\_  
 Title:

NAME OF AUDITOR:  
 \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
 Printed Name:

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**DRINKING WATER  
REVOLVING LOAN FUND**

**SUPPLEMENTAL LOAN AGREEMENT  
(LOAN WITH 100% PRINCIPAL FORGIVENESS)**

**dated as of 9/1/2009**

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**by and between**

**Louisiana Department of Health and Hospitals**

**and the**

**City of Shreveport, State of Louisiana**

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**relating to the issuance of:**

**not exceeding \$11,000,000  
Water and Sewer Revenue Bonds, Series 2009  
of the  
City of Shreveport, State of Louisiana**

**Loan No. 107031-01**

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**SUPPLEMENTAL LOAN AGREEMENT**

This **SUPPLEMENTAL LOAN AGREEMENT**, which shall be dated for convenience as of 9/1/2009, by and between:

**LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS** (the "Department"), an executive department and agency of the State of Louisiana, appearing through its Office of Public Health, whose mailing address is P.O. Box 4489, Baton Rouge, Louisiana 70821-4489, appearing herein through M. Rony Francois, MD, MSPH, PhD, the Assistant Secretary for the Office of Public Health, duly authorized hereunto, pursuant to an executive order of the Secretary of the Department dated March 28, 2008, and

**THE CITY OF SHREVEPORT, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, appearing herein through Ron Webb, its Chairman, and Arthur G. Thompson, its Clerk, both duly authorized hereunto pursuant to an ordinance adopted by the governing authority of the City on August 11, 2009;

**WHO DECLARED** that they desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974 by entering into this Supplemental Loan Agreement (the "Agreement") for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth.

**THE DEPARTMENT AND THE CITY HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:**

**WHEREAS**, the United States of America, pursuant to the Safe Drinking Water Act Amendments of 1996, specifically Section 300j-12 of Title 42 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of providing loans or loan guarantees, or as a source of reserve and security for leveraged loans, the proceeds of which are deposited in a State Revolving Fund, or to provide other financial assistance authorized under the Federal Act to community water systems and nonprofit non-community water systems, other than systems owned by Federal agencies; and

**WHEREAS**, in order to be eligible to receive such capitalization grants, a state must establish a drinking water revolving loan fund and each grant to a state under the Federal Act must be deposited in the State Revolving Fund established by the state; and

**WHEREAS**, the State of Louisiana (the "State"), pursuant to Chapter 32 of Title 40 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 40:2821, *et seq.*) (the "State Act"), has established a Drinking Water Revolving Loan Fund in the custody of the Department (the "State Revolving Fund") to be used for the purpose of providing financial assistance for the improvement of public drinking water systems in the State, as more fully described in Section 2825(A)(2) of the State Act, and has authorized the Department's Office of Public Health to establish assistance priorities and perform oversight and other related activities with respect to the State Revolving Fund; and

**WHEREAS**, La. R.S. 40:2825(1)(A)(2) authorizes the State Revolving Fund to use funds therein, among other purposes, to provide financial assistance, to the extent authorized under state law, for the planning, design, construction, and rehabilitation of both publicly and privately owned community water systems, and of nonprofit non-community water systems, and to provide for any other expenditure consistent with the capitalization grant agreement; and

**WHEREAS**, Division A, Title VII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5 ("ARRA") provides that \$2,000,000,000 shall be made available for capitalization grants to drinking water revolving funds in the various states under Section 1452 of the Safe

Drinking Water Act, of which \$27,624,000 has been made available to the State Revolving Fund, subject to the additional requirement of ARRA that not less than 50 percent of such amount be used to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants or any combination of these; and

**WHEREAS**, the City has made application to the Department for a loan from the State Revolving Fund to finance a portion of the costs of constructing and acquiring improvements, extensions and replacements to its waterworks System, as are generally described in Exhibit A hereto (the "Project") and in accordance with Section 300j-12(b) of the Federal Act, the Department has prepared an intended use plan with respect to funds available in the State Revolving Fund, including funds made available pursuant to ARRA, which intended use plan includes the Project; and

**WHEREAS**, the City has demonstrated to the satisfaction of the Department that it has the technical, managerial, and financial capability to ensure compliance with the requirements of Federal Act and that it is not in significant noncompliance with any requirement of a national primary drinking water regulation or variance; and

**WHEREAS**, the Department has approved the City's application for a loan from the State Revolving Fund to finance the costs of the Project and by this agreement wishes to provide for compliance with applicable provisions of ARRA, including the additional subsidization required by ARRA, with respect to the use of ARRA funds that will be used to make the loan to the City; and

**WHEREAS**, indebtedness will be incurred by or on behalf of the City to represent the City's obligation to repay the loan from the State Revolving Fund, which indebtedness is referred to herein as the "Bonds"; and

**WHEREAS**, under the Cooperative Economic Development Law (La. R.S. 33:9020, *et seq.*) the State of Louisiana (the "State"), its local governmental subdivisions (with or without the creation of an economic development corporation), political corporations, public benefit corporations, the United States or its agencies, or any public or private association, corporation, or individual may enter into cooperative financing arrangements between and among the State, its local governmental subdivisions, political corporations, public benefit corporations, the United States or its agencies, or any public or private association, corporation, or individual, to finance economic development projects, as defined in the Cooperative Economic Development Law; and

**WHEREAS**, such cooperative financing arrangements may include loans, loan guarantees, grants, or any form of financial subsidy or incentive; and

**WHEREAS**, the Department and the City intend by this Agreement to provide specifically for the additional subsidization requirements of ARRA described above;

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana of 1974 provides that for a public purpose "the State of Louisiana and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

**WHEREAS**, the Department and the City desire to cooperate in the financing of the Project; and

**WHEREAS**, the public purpose of the Project is to further public health and the environment, and to implement the purposes of ARRA; and

**WHEREAS**, the Department has a reasonable expectation of receiving a benefit or value that is at least equivalent public health and environmental benefits to be derived from the Project

and the financing thereof using ARRA funds, and the additional subsidization provided in Section 0 below is mandated by ARRA and is not a gratuitous donation;

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is hereby agreed by and between the parties as follows:

**ARRA and Non-ARRA Loans. For the purpose of financing the costs of the Project and certain administrative costs relating to the issuance of the Bonds, as described generally in Exhibit A hereto, the Department has made a commitment:**

to make a loan of \$ \_\_\_\_\_ of funds derived under ARRA, to be evidenced by the City's \_\_\_\_\_ Bonds, Series 20\_\_A (the "ARRA Loan"), and

to make a loan of \$ \_\_\_\_\_ of non-ARRA funds, to be evidenced by the City's \_\_\_\_\_ Revenue Bonds, Series 20\_\_B (the "Non-ARRA Loan"),

under the terms and conditions specified in the Federal Act, the State Act, a Commitment Agreement dated as of 9/1/2009, a Loan & Pledge Agreement dated as of 9/1/2009, an ordinance adopted by the governing authority of the City on August 11, 2009, and the Bonds, provided that all of the conditions and requirements hereinafter set forth are fulfilled to the satisfaction of the Department.

The Department will separately manage and track apportionments, allotments, obligations, and expenditures related to the ARRA Loan and Non-ARRA Loan for accounting purposes.

Both the ARRA Loan and the Non-ARRA Loan shall be governed by the aforesaid Commitment Agreement and Loan Agreement. However, the ARRA Loan shall be subject to the additional provisions and requirements set forth herein, and shall be entitled to the benefits of the additional subsidization required by ARRA and set forth herein.

**Commencement of Construction; Contract. The City agrees that each phase of the Project being financed in whole or in part with proceeds of the ARRA Loan will be subject to a binding construction contract and/or will be under construction no later than February 16, 2010. As evidence of compliance with this section, the City will furnish the Department with an executed copy of any applicable construction contract and/or a notice to proceed with construction no later than February 16, 2010. If the Project is the subject of multiple construction contracts, then all such construction contracts relating to the portion of the Project that is being funded with the ARRA Loan must be entered into, or each such phase of the Project be under construction, no later than February 16, 2010.**

**Use of American Iron, Steel, and Manufactured Goods. In order to comply with Section 1605 of ARRA, the City agrees that all of the iron, steel, and manufactured goods used in the portion of the Project that is funded in whole or in part with the ARRA Loan shall be produced in the United States unless the head of the United States Department of Environmental Quality ("EPA") finds that:**

**applying the foregoing requirement would be inconsistent with the public interest;**

**iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or**

**inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall Project by more than 25 percent.**

The City agrees that the Project engineer(s) will in good faith design the Project and solicit bids for construction with American-made iron, steel and manufactured goods, and that it will include the applicable "Buy American" terms in any request for proposal or solicitations for

bids and in all contracts related to the Project. Language similar to that attached hereto as Exhibit B may be used for this purpose.

If the City determines that it cannot comply with the requirements of this section, it will request a waiver in accordance with procedures set forth by EPA, and shall notify the Department that it is requesting such a waiver from EPA. If the head of EPA determines that it is necessary to waive the application of this section based on a finding under subsection (b), the head of EPA shall publish in the Federal Register a detailed written justification as to why the provision is being waived. For purposes of this Section:

"Steel" means an alloy that includes at least 50% iron, between 0.02% and 2% carbon, and may include other elements. Production in the United States of the iron or steel used in the Project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The requirements of this Section 0 do not apply to iron or steel used as components or subcomponents of manufactured goods used in the Project.

"Manufactured Good" means a good brought to the construction site of the Project for incorporation into the Project that has been (a) processed into a specific form and shape or (b) combined with other raw material to create a material that has different properties than the properties of the individual raw materials. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacture of the goods occurs in the United States.

"Reasonably available quantity" means that the quantity of iron, steel, or the relevant manufactured good is available or will be available at the time needed and place needed and in the proper form or specification as specified in the Project plans and designs.

"Satisfactory quality" means the quality of iron, steel, or the relevant manufactured good as specified in the project plans and designs.

**Davis-Bacon Wage Rate Requirements.** In order to comply with Section 1606 of ARRA, the City agrees that all laborers and mechanics employed by contractors and subcontractors on the portion of the Project that is funded in whole or in part with the ARRA Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the City as determined by the Secretary of the United States Department of Labor ("DOL") in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. DOL provides all pertinent information related to compliance with the foregoing requirements, including prevailing wage rates and instructions for reporting. The City will ensure that all construction contracts relating to the portion of the Project that is funded in whole or in part with the ARRA Loan will require that the contractor comply with the aforesaid wage and reporting requirements. This section shall not apply to "force account" work where the City may perform construction work using its own employees rather than any contractor or subcontractor.

**Prohibited Uses.** None of the proceeds of the ARRA Loan shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, unless the owner(s) or user(s) of such facility is or are using the utility services furnished by the Project as a member of the general public.

None of the proceeds of the ARRA Loan shall be used for the purchase of land or any interest in land, including without limitation any easement, servitude or leasehold interest, as authorized by section 603(c) of the Federal Water Pollution Control Act or for activities authorized by section 1452(k) of the Safe Drinking Water Act, however proceeds of the ARRA

Loan may be used to purchase land under the authority of Section 1452(a)(2) of the Safe Drinking Water Act.

**Additional Subsidization.** In order to meet the federal-law mandate of ARRA that at least 50% of ARRA funds utilized by the State Revolving Fund be used to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants or any combination of these, the Department agrees that it shall forgive the indebtedness represented by up to \$\_\_\_\_\_ (the "Additional Subsidy Amount") of the principal amount of the ARRA Loan. Upon the payment of each principal draw on the ARRA Loan under the terms of the Loan Agreement, and without any further action on the part of the Department or the City, (at least 50% and up to 100%) \_\_\_\_\_ % of the principal amount of such draw on the ARRA Loan shall immediately and irrevocably be deemed to be forgiven by the Department, up to an aggregate amount not more than the Additional Subsidy Amount described above, and no interest shall accrue on the principal amount that is so forgiven.

**Reporting Requirements under Section 1512 of ARRA.** Section 1512 of ARRA (the "Jobs Accountability Act") requires that the Department make quarterly reports to EPA regarding the use of grant moneys received under ARRA. In order to assist the Department in complying with the Jobs Accountability Act, the City certifies to the Department that to the best of its knowledge, and as of the date of this agreement, the Project will provide the following jobs:

Number of temporary construction jobs \_\_\_\_\_  
Number of permanent jobs retained \_\_\_\_\_  
Number of new permanent jobs created \_\_\_\_\_

The City will update and/or confirm the foregoing employment figures whenever it becomes aware of any changes, or upon request of the Department.

**Relating to Article VII, Section 14 of the Louisiana Constitution.** As described in the preambles hereto, Division A, Title VII of ARRA provides for additional federal capitalization grants to the State Revolving Fund, and mandates that the Department apply not less than 50 percent of such additional federal capitalization grants be used to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants or any combination of these. The State is not required to furnish any matching funds in order to obtain the additional federal capitalization grant under ARRA, thus the moneys being used to make the ARRA Loan are 100% federal funds. Pursuant to ARRA, the Department is under a federal mandate to provide additional subsidization with these federal funds and to accomplish the following stated goals of ARRA:

- (1) to preserve and create jobs and promote economic recovery;
- (2) to assist those most impacted by the recession.
- (3) to provide investments needed to increase economic efficiency by spurring technological advances in science and health.
- (4) to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits.
- (5) to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

In granting the additional subsidization in Section 0 above, it is not the intent of the

Department to enter into a gratuitous transfer of public funds because both the Department and the City expect that the additional subsidization will fulfill the stated purposes of ARRA set forth above, and that they will each receive something of value in return for the performance of their obligations hereunder and under the Bonds, which is:

**in the case of the Department, the fulfillment of the mission of the Office of Public Health to ensure that public drinking water systems within the state are in compliance with state and federal drinking water regulations, and to provide safe, sanitary drinking water facilities for the people of the State, thereby improving public health; and  
in the case of the City, the fulfillment of its mission to ensure that its public drinking water system is in compliance with state and federal environmental regulations, and to provide safe, sanitary drinking water facilities for its water customers, thereby improving public health.**

Additionally, both the Department and the City will have reciprocal obligations relating to the satisfaction of the additional requirements of ARRA set forth in Sections 0, 0 and 0 above, both in terms of complying with such sections and, in the case of the Department, ensuring compliance and making any necessary reporting of such compliance required by ARRA.

The Department and the City further find and determine that (a) the Department is legally mandated by the ARRA to provide the additional subsidization provided herein, (b) both the Department and the City have the legal authority to enter into this Agreement, (c) the Project being financed with ARRA funds is for a public purpose in that it provides safe drinking water utility services to the City's water customers and protects the environment, (d) the cost of the additional subsidization required by ARRA creates a public benefit, specifically a public health and environmental benefit, proportionate to its cost and (e) there is a reasonable expectation on the part of the Department of receiving at least equivalent value (in terms of public health and environmental benefits and furthering the goals of ARRA) in exchange for the additional subsidization provided in Section 0 above.

**Compliance with Executive Order BJ 2008-29. (a) The loans described in Section 0 above are conditioned on the availability of sufficient funds from ARRA and from other sources available to the Department to fulfill the obligations of the Department to make the loans hereunder.**

(b) The Department has either (i) received written delegation of authority as described in Section 1 of Executive Order BJ2008-29, from the Director of the Office of Contractual Review, Division of Administration, with the approval of the Commissioner of Administration, as shown on Exhibit C hereto, or (ii) such officers have indicated their approval of this Agreement as indicated on the signature page hereof.

(c) Compliance by the City with the terms of this agreement shall be monitored by \_\_\_\_\_ (name and title). It is also acknowledged that ARRA requires significant and ongoing monitoring and reporting by the Department to the U.S. Environmental Protection Agency with regard to compliance by the City with the application requirements of ARRA. Written reports shall be provided to the Department by the City at least every six (6) months concerning the use of funds and the specific goals and objectives for the use of the funds, in such form as may be required by the Department.

**Effective Date; Termination. This Agreement shall be effective on last date that this Agreement is executed by one of the parties hereto. This Agreement shall terminate upon the payment in full of the Bonds.**

**Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be**

construed to confer upon, or to give to, any person or corporation, other than the Department and the City any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Department and the City.

**Successors and Assigns.** Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not.

**Severability.** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

**Amendment.** This Agreement may be amended, supplemented or modified in writing by the consent of both the Department and the City.

**Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

**Applicable Law.** This Commitment Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**Captions.** The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Department and the City have caused this Supplemental Loan Agreement and Cooperative Endeavor to be executed and accepted on the respective dates set forth below, but dated for convenience of the parties as of the date first above-written.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS, Office of Public Health

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Assistant Secretary

LOUISIANA

CITY OF SHREVEPORT, STATE OF

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
Clerk

(SEAL)

**[UNLESS A DELEGATION OF AUTHORITY IS ATTACHED HERETO  
AS EXHIBIT C, THE FOLLOWING APPROVALS ARE REQUIRED]**

This Agreement Is approved In accordance with Executive Order BJ 2008-29

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Commissioner of Administration

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Director, Office of Contractual Review

**EXHIBIT A  
to Cooperative Endeavor**

**DESCRIPTION OF PROJECT  
AND PRELIMINARY PROJECT BUDGET**

**[TO BE FURNISHED BY City**

**EXHIBIT B-1  
to Cooperative Endeavor**

**SAMPLE BIDDER CERTIFICATIONS  
RELATING TO BUY AMERICAN REQUIREMENTS**

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

**(a) Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the**

**component or components;**

**(b) Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.**

4. Information and Detailed Justification Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

**EXHIBIT  
to Cooperative Endeavor**

**B-2**

**SAMPLE CONTRACT LANGUAGE  
RELATING TO BUY AMERICAN REQUIREMENTS**

The Contractor acknowledges to and for the benefit of the City of Shreveport, State of Louisiana (the "Purchaser") and the Drinking Water Revolving Loan Fund (the "SRF") that it understands the goods and services under this Agreement are being funded with monies made available by the American Recovery and Reinvestment Act of 2009 ("ARRA") (or are being made available for a project being funded with monies made available by ARRA) and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the SRF that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the SRF. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or SRF to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or SRF resulting from any such failure (including without limitation any impairment or loss of

funding, whether in whole or in part, from the SRF or any damages owed to the SRF by the Purchaser). While the Contractor has no direct contractual privity with the SRF, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the SRF is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the SRF EXHIBIT C  
to Cooperative Endeavor

**DELEGATION OF AUTHORITY  
PURSUANT TO EXECUTIVE ORDER BJ 2008-29**

STATE OF LOUISIANA  
PARISH OF CADDO

I, the undersigned Clerk of the City Council of Shreveport, Louisiana acting as the governing authority of the City of Shreveport, State of Louisiana (the "Issuer"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the Issuer on August 11, 2009, amending and supplementing Resolution No. 131 of 1984 (the "General Bond Resolution") adopted on June 12, 1984, as amended, acknowledging and approving the issuance of not exceeding \$11,000,000 principal amount of Taxable Water and Sewer Revenue Bonds, Series 2009, of the City of Shreveport, State of Louisiana, in accordance with the terms of Resolution 33 of 2009 adopted on February 24, 2009; approving and confirming the sale of such bonds; pledging revenue of the System to secure such bonds; designating said Bonds as Build America Bonds pursuant to Section 54AA of the Internal Revenue Code of 1986 as amended; prescribing the form, and certain terms and conditions of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Issuer on this, the 11th day of August, 2009.

\_\_\_\_\_  
Clerk of the City Council

SEAL

**Amendment No. 1 to Ordinance No. 85 of 2009**

Delete the ordinance as introduced and substitute the attached ordinance.

**ORDINANCE NO. 86 OF 2009**

**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 STATE, 100 FEET WEST OF ST. VINCENT AVENUE, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM R-1D, URBAN, ONE FAMILY RESIDENCE 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 north side of State, 100 feet west of St. Vincent Avenue, Shreveport, Caddo

Parish, Louisiana, legally described as Lot 155, Caddo Heights Subdivision, Shreveport, Caddo Parish, be and the same is hereby **changed from R-1D, Urban, One-Family Residence District to R-2, Suburban, Multi-Family Residence District** .

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. Approval subject to applicant receiving approval of variance by the Zoning Board of Appeals. Failure to obtain the variance from the Zoning Board of Appeals will render this decision null and void.

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. 87 OF 2009**

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY LOCATED ON THE NE CORNER OF ST VINCENT AVENUE AND HOLLYWOOD AVENUE SHREVEPORT, CADDO PARISH, LOUISIANA, FROM B-2, NEIGHBORHOOD BUSINESS DISTRICT AND I-1, LIGHT INDUSTRY DISTRICT TO B-3, COMMUNITY BUSINESS DISTRICT WITH MPC APPROVAL 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 NE corner of St. Vincent and Hollywood, Shreveport, Caddo Parish, Louisiana, legally described as Lot 3, Josephine Nicholson's Land be and the same is hereby changed from B-2, Neighborhood Business District and I-1, Light Industry District to B-3, Community Business District with MPC approval

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 a revised site plan showing landscaping and location for sale of used cars. 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.
2. Cars for sale shall be limited to no more than 4 vehicles at any one time.

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. 87 of 2009**

In Section II, add stipulation No. 3 to read as follows:

3. No assault rifles shall be held for sale on the premises

**ORDINANCE NO. 88 OF 2009**

**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 FAIRFIELD AVENUE, 75 FEET SOUTH OF 62<sup>ND</sup> STREET, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM B-1, BUFFER BUSINESS DISTRICT TO B-1-E, BUFFER BUSINESS/EXTENDED USE DISTRICT LIMITED TO “A RESTAURANT WITH TAKE-OUT BUSINESS” 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 property located on the west side of Fairfield Avenue, 75 feet south of 62<sup>nd</sup> Street, legally described as Lot 11 and the east R/W of abandoned alley to the rear, Block 10; Dixie Place Annex, Shreveport, Caddo Parish, Louisiana, be and the same is hereby changed from B-1, Buffer Business District to B-1-E, Buffer Business/Extended Use District limited to “a restaurant with take-out business” 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 a revised site plan showing landscaping. 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.

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. 89 OF 2009**

**AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES, THE CITY OF SHREVEPORT ZONING ORDINANCE, BY REZONING PROPERTY LOCATED ON THE SW CORNER OF LINWOOD AVENUE AND FLOURNOY LUCAS ROAD, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM B-2, NEIGHBORHOOD BUSINESS DISTRICT TO B-3-E, COMMUNITY BUSINESS/EXTENDED USE DISTRICT LIMITED TO A “CONTRACTOR’S STORAGE YARD” 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 property located on the SW corner of Linwood Avenue and Flournoy Lucas Road, legally described as

Lot 7, Linwood Park Subdivision Unit #1, less the R/W, Shreveport, Caddo Parish, Louisiana, be and the same is hereby changed **from B-2, Neighborhood Business District to B-3-E, Community Business/Extended Use District** limited to a “contractor’s storage yard” only.

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 a revised site plan showing fencing to ordinance standards. 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.

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. 91 OF 2009**

#### **AN ORDINANCE AMENDING THE 2009 INFORMATION TECHNOLOGY INTERNAL SERVICE FUND BUDGET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

By:

WHEREAS, the City Council finds it necessary to amend the 2009 budget for the Information Technology Internal Service Fund.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 139 of 2008, the Information Technology Internal Service Fund Budget, is hereby amended as follows:

In Section 1 (Estimated Revenues):

Increase Transfer from General Fund by \$31,400.

In Section 2 (Appropriations):

Increase Contractual Services by \$31,400.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 139 of 2008 shall remain unchanged and in full force and effect.

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 with out 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.

#### **UNFINISHED BUSINESS:**

Mr. Thompson: Mr. Chairman, under Unfinished Business, I believe No. 8, under Unfinished Business, which is Ordinance No. 63 of 2009. This matter was remanded to the

MPC on July 14<sup>th</sup>. The MPC returned it, and there is an amendment to the ordinance. Would you like for me to read the amendment?

Councilman Webb: Yes please.

Councilman Walford: Wait, do we need to get it off the table first?

Mr. Thompson: That's what we're going to do next.

Councilman Walford: I'd like to make a motion to remove No. 8.

**Motion by Councilman Walford, seconded by Councilman Long to remove Item No. 8, Ordinance No. 63 of 2009 from the table.. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

*The Clerk read the following:*

8. **Ordinance No. 63 of 2009**: ZONING APPEAL: C-33-09 – Amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinances, by rezoning property located on the NW corner of East Kings Highway and Zeke Shreveport, Caddo Parish, Louisiana, from B-2, Neighborhood Business District to B-3, Community Business District, and to otherwise provide with respect thereto. (B/Walford)  
*(Remanded to MPC July 14, 2009)*

**Having passed first reading on June 23, 2009 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 Wooley.**

**Amendment No. 1 to Ordinance No.63 of 2009**

Delete the ordinance as introduced and substitute the attached ordinance.

**Motion by Councilman Walford, seconded by Councilman Long to adopt Amendment No. 1 to Ordinance No. 63 of 2009.**

Councilman Walford: Give you a quick discussion. This is the one we remanded. It was an appeal. I want to thank Mr. Kirkland, Ioane, others on the MPC staff. It went back, both sides got together and came to an agreement. And it unanimously passed the MPC, and I think it's going to work out well.

Councilman Webb: Okay, that was the foreign car place?

Councilman Walford: Right. They're not going to have the cars parked all over like the previous place did, and that was the biggest complaint, plus they're not going to do sound systems. But we had a very good meeting, and all went well with both sides there.

Councilman Webb: Alright.

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

**Motion by Councilman Walford, seconded by Councilman Long to adopt Ordinance No. 63 of 2009. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

Mr. Thompson: Mr. Chairman, I'm not aware of any other matter to be voted on at this time.

Councilwoman Bowman: Yeah, I did have No. 5, Ordinance No. 166.

1. **Ordinance No. 32 of 2008**: An ordinance to amend and reenact portions of Division 3 of Article V of Chapter 26 of the Code of Ordinances relative to Retained Risk and to otherwise provide with respect thereto. (*Introduced – March 25, 2008 - Tabled April 22, 2008*)
2. **Ordinance No. 24 of 2008**: Amending Chapter 42 of the City of Shreveport Code of Ordinances to add Article XI relative to operation of a rendering plant or transfer center within the City of Shreveport and to otherwise provide with respect thereto. (*Introduced March 11, 2008 - Tabled May 13, 2008*)
3. **Ordinance No. 83 of 2008**: ZONING: C-35-08 Amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinance, by rezoning property located on the north side of Hilry Huckaby, 1800' south of North Lakeshore, Shreveport, Caddo Parish, Louisiana, from B-3-E , Community Business/Extended District, to B-3-E, Community Business/Extended Use District **Limited to “an office, equipment storage yard, with the addition of stockpile materials (wood chips/recyclable wood products” only**, and to otherwise provide with respect thereto. (A/Lester) (*Introduced July 22, 2008 - Tabled August 26, 2008*)
4. **Ordinance No. 115 of 2008**: An ordinance requiring a permit for use of municipal property for business operations in the City of Shreveport; requiring the provision of certain information prior to issuance of such permit; and otherwise providing with respect thereto. (*Introduced September 9, 2008 - Tabled October 14, 2008*)
5. **Ordinance No. 166 of 2008**: An ordinance amending and reenacting Chapter 98 of the Code of Ordinances relative to vegetation, and to otherwise provide with respect thereto. (*Introduced November 25, 2008 - Tabled January 27, 2009*)

Mr. Thompson: That's vegetation.

Councilwoman Walford: This is the one with SWEPCO.

Councilwoman Bowman: No - - - where is it?

Mr. Thompson: Is it Ordinance No. 38?

Councilwoman Bowman: 38. Thank you.

6. **Ordinance No. 38 of 2009**: An ordinance amending Chapter 14 of the code of ordinances , and to otherwise provide with respect thereto. (G/Bowman) (*Tabled June 23, 2009*)

**Motion by Councilman Bowman, seconded by Councilman Shyne to remove Ordinance No. 38 from the table. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Webb, Shyne, and Bowman. 7. Nays: None.**

Councilman Webb: What's your pleasure Councilwoman?

Councilwoman Bowman: At this time, I would like to send this to the Zoning - - -

Councilman Long: Remand back to MPC?

Councilwoman Bowman: Okay, to the Zoning Board.

Ms. Glass: Mr. Chairman, this is an amendment to Chapter 14 of the Code, the Animal Ordinance, correct? It doesn't directly fall under the jurisdiction of the MPC. So, it wouldn't exactly be a remand. I mean, they don't vote on - - -

Councilwoman Bowman: Okay, what do you suggest Julie?

Ms. Glass: If what you want is for the MPC to come up with their own recommendations.

Councilwoman Bowman: They already have.

Ms. Glass: Then they would I think draft an ordinance that would come - - -

Councilman Webb: Let Mr. Kirkland come up and explain that one to us. He's standing there, he must have something he want's to say.

Ms. Glass: If what they recommend is an amendment to the zoning ordinance, so they would come with another ordinance that would accomplish the same or something similar.

Mr. Kirkland: All parties are right. Just simply consideration by the MPC, and the Board has already authorized us to prepare the amendment and have a public hearing on it. So, it will be a Zoning Ordinance amendment Julie, and we would only take this as input or consideration for the MPC. We would not attempt to amend Chapter 14.

Ms. Glass: So, I guess the remaining question would be whether there would be anything in addition to what the MPC recommends, if you still need to do in Chapter 14?

Mr. Kirkland: Not to my knowledge.

Ms. Glass: Then you may just want to remove this from the agenda.

Councilwoman Bowman: Right, I want to remove it from the agenda.

**Motion by Councilman Bowman, seconded by Councilman Walford to remove Ordinance No. 38 of 2009 from the agenda. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Webb, Shyne, and Bowman. 6. Nays: None. Out of the Chamber: Councilman Wooley. 1.**

7. **Ordinance No. 33 of 2009**: Authorizing the City to close and restrict vehicular access to Fannin Street from Baker Street to Douglas Street, and otherwise providing with respect thereto. (B/Walford) (*Tabled July 14, 2009*)
9. **Ordinance No. 64 of 2009**: ZONING: C-34-09 – Amending Chapter 106 of the Code of Ordinances, the City of Shreveport Zoning Ordinances, by rezoning of property located on the northwest corner of Flournoy-Lucas Road and I-49, Shreveport, Caddo Parish, Louisiana, from R-A Residence/Agriculture District, to B-3, Community Business District with MPC Approval, and to otherwise provide with respect thereto. (D/Wooley) (*Remanded to MPC July 14, 2009*)

**10. PROPERTY STANDARDS APPEALS:**

**HBO0700145** – 426 Woodrow, Shreveport, LA (F/Shyne) *Ms. Carolyn Miller*, 424 Woodrow, Shreveport, LA 71105 (C/Long) (***Tabled August 25, 2008***)

**PSD0700058**: 557 Egan Street, Shreveport, LA (B/Walford) *Mr. Daniel Markulus*, 853 Place, Shreveport, LA (B/Walford) (***Postponed April 27, 2009 until November 9, 2009***)

**PSD0700214**: 2732 Logan Street. Shreveport, LA (G/Bowman) *Willie Roberson*, 6915 Quilen Rd, Shreveport, LA (E/Webb) (***Postponed July 27, 2009 until August 24, 2009***)

**PSD0700131**: 1530 Arlington, Good Samaritan Funeral Home, Inc., Shreveport, La (A/Lester) *Mr. Winnifred Jackson*, 2200 Laurel St, Shreveport, La (A/Lester) (***Tabled June 9, 2008***)

**HBO0800039**: 7221 Bethany Street, Shreveport, LA (C/Long) *Mr. Ellis Pope*, 11085 Sandwood Drive, Keithville, LA 71047 ) (***Postponed June 22, 2009 until August 24, 2009***)

**HBO0900005**: 241 Wichita Street, Shreveport, LA 71101 (B/Walford) *Ms. Deborah McCauley*, 241 Wichita Street, Shreveport, LA 71101 (B/Walford) (***Postponed July 27, 2009 until October 26, 2009***)

**PSD0800336**: 1652 ½ Cross Lake Blvd, Shreveport, LA (G/Bowman) *Mr. Donald R. Pelham*, 150 Humming Bird Lane Blvd, Stonewall, LA 71078 (***Postponed July 27, 2009 until August 24, 2009***)

**PSD00900103**: 2860 Looney Street, Shreveport, LA (G/Bowman) *Mr. Reginald Mims*, 527 East 85<sup>th</sup> Street, Shreveport, LA 71106 (D/Wooley) (***Postponed until September 4, 2009***)

**PSD0900171**: 1531 Oakdale Street, Shreveport, LA (B/Walford) *Mr. Francis Grigsby*, 1403 Fairfield Avenue Shreveport, LA 71101 (B/Walford) (***Postponed July 27, 2009 until August 10, 2009***)

**NEW BUSINESS**

**PROPERTY STANDARDS BOARD OF APPEALS**

**PSD0900006**: 2006 Looney Street, Shreveport, LA (A/Lester) *Ms. Niakia Cook-Jones*, 6777 Raspberry Lane, Apartment 1421, Shreveport, LA (G/Bowman) **DECISION RENDERED August 10, 2009.**

**PSD090017**: 171 Ardmore, Shreveport, LA (C/Long) *Ms. Shelia Wharton*, 3215 Knight Street #147, Shreveport, LA (C/Long)

## **ZONING BOARD OF APPEALS**

**BAC-39-09:** Property located on the south side of Fortson at its intersection with Thomas Drive, Shreveport, LA *Mr. Bruce G. Roberts* 1500 North Market Street, Shreveport, LA 71107 (A/Lester)

Mr. Thompson: Mr. Chairman, yesterday the Council took action to postpone that until the next meeting.

Councilman Webb: Yeah, because you weren't here, and we postponed it.

Councilman Lester: And I appreciate the Council's indulgence on that.

## **REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES**

Councilman Lester: Yes, I have an announcement. Tuesday, at 10:00, Property Standards, Renters Code.

Councilman Webb: Who else was on that committee?

Councilman Long: GIS/Infrastructure.

Councilman Walford: Me, Bryan and - - -

Councilman Webb: Well Bryan left. No, there he is. Bryan you want to give us our GIS Committee report?

Councilman Wooley: Sure will. We had our first GIS Committee meeting today, Mr. Strong came with the Department of Operational Services. He gave us a mid year infrastructure report or state of the infrastructure of the city. Very informative, we had some discussions on some possibilities, actions that we may need to take in the future. Obviously those will be part of some ongoing discussions. And we will set up another meeting, and I will let everybody know that via email, probably in the next couple of weeks to discuss some other matters I think that are important to address. And so I just want to thank everyone for participating and look forward to the next meeting.

## **CLERK'S REPORT:**

**Request For Continuance: BAC-39-09:** Property located on the south side of Fortson at its intersection with Thomas Drive, Shreveport, LA *Mr. Bruce G. Roberts* 1500 North Market Street, Shreveport, LA 71107 (A/Lester)

Mr. Thompson: The only thing we had on our agenda was BAC-39-09. We took action on that yesterday and just discussed it a few minutes ago.

Councilman Walford: I do have a committee question that I'm going to have to address to Mr. Kirkland if he's still here. Ah, there you are. My calendar still shows on Thursday, the committee meeting, but that was cancelled in favor of the (inaudible).

Mr. Kirkland: Thank you Mr. Walford, just like to say primarily because you're on television, and it's running next Saturday at the Shreveport Convention Center, August 22<sup>nd</sup>. (Inaudible) day all day long. We hope all of you can be there. We hope several hundred, if not even thousands of our citizens will show up. We have pre-registration at this point of about 300+, we anticipating no less than maybe 6,7,800 people. The bottom line is we need you

there, we need all of our citizens in Shreveport and Caddo Parish to come and tell us what they think. No matter what you've read or what you've heard, there are no made up minds, there are no predetermined decisions, it's wide open. If the citizens don't come take advantage of this, they will be the ones who lose. The ones who win will be the ones who come and say what they want our city and our parish to be. So, it's a great day for us. We've worked hard and a lot of you know this, to get this process out in the open. It's out there. Now you'd better come to take advantage of that. Cause if you don't do it, then you're going to leave it to those that use to do it in a backroom somewhere by a very small group of people. So, please come, please take part. We've got a great future in this city and this parish, but you've got to come help us make it what you want it to be.

Councilman Lester: Thank you Mr. Kirkland. My question is this. We announced at church Sunday inviting people to come to the Master Planning meeting on Saturday. My question is I know at some point, there was some conversation about people having to register online.

Mr. Kirkland: Thank you Mr. Lester for mentioning that, I meant to do so. Call 673-6480. My office will assist you in getting registered. We can either give you the email addresses if you want to do it that way, or we'll take the information and register you ourselves. 673-6480.

Councilman Lester: Let me ask you this Charles. Are there any forms that we could get? I know that most of this is - - - we're living in a digital age, but I have a number of seniors, particular in areas like Allendale that just - - -.

Mr. Kirkland: We've got some cards that are good information handouts Councilman. Are you thinking about registration forms?

Councilman Lester: Well I guess my question is how do I get people registered? Because if I have a scenario where - - -

Mr. Kirkland: Call us and we will assist you in that.

Councilman Lester: Well what happens is this. 50 people decide - - - you know I heard this thing is going on downtown tomorrow morning. I need to go, and I haven't registered. Have we made provisions for that?

Mr. Kirkland: Tell 'em come on. Absolutely. The only thing that may happen, we've got - - - we've set up ahead of time, it's a very expensive process, these little of clickers - - -, there's about 800 of them, where you can vote. And it's very quick and people can see almost immediately how people voted on any given issue. Now if they're registered and up to the number of 800, they'll automatically get a clicker. But by all means, they have a voice, they can still speak up loud and say what they think. We thought of ways to try to make sure we incorporate whatever opinions or viewpoints that anyone wants to make at that meeting.

Councilman Lester: I just wanted to make sure that if some of my seniors don't call or they don't - - -

Mr. Kirkland: That's fine. Tell 'em to come on, that's fine. We want everyone that will come to be there.

Councilman Webb: Give that phone number out one more time.

Mr. Kirkland: 673-6480, and our folks get there at 7:30 in the morning, they're usually there until about 6:30 at night. So that's 673-6480.

Mr. Thompson: Mr. Chairman, if people vote online, are they notified that they have been registered, I mean if they try to register online?

Mr. Kirkland: Yes. They've worked with the website. It tells you almost immediately that you're confirmed as to registration.

Mr. Thompson: Well I guess I didn't do my right.

Mr. Kirkland: Well, part of it was at the top of the screen unless you scroll down, you didn't see it. But they fixed that.

Councilman Lester: Mr. Thompson, Joe said he'll help you.

Councilman Shyne: Mayor?

Mayor Glover: That's a tutorial, I'm sure Arthur is waiting on Mr. Shyne.

Councilman Walford: Mr. Chairman, let me just emphasize what Charles just said and the Mayor said it very well yesterday. This is the public's opportunity to be involved. This is where their input is probably going to be the best opportunity anybody is going to have to give their input. And in some ways direct where the plan is going .

Mr. Kirkland: And people should not worry about what they think is important, they just need to come say it.

Councilman Walford: Go ahead and tell 'em about parking too Charles.

Mr. Kirkland: Parking is free, if you're pre-registered. It is in the parking garage. I say free, it's actually provided at no cost. Again, only if you're pre-registered. But we'll help our citizens any way we can if they want to come and be a part of that meeting. Just tell 'em to call us, we'll do everything we can to accommodate whatever their needs are.

Councilman Shyne: You know what, I'll show Art.

Mr. Kirkland: And the food's going to be there, so you will get a free lunch.

Mayor Glover: Don't forget childcare.

Councilman Walford: And you're going to have some free childcare for those who need it.

Mr. Kirkland: Yes, childcare will be provided. So bring your children, they will be provided for while you're in the session.

Councilman Walford: You can't make it much easier.

Mr. Kirkland: The last time, the city and I won't bare this out, the last time, and Mayor you remember this, when Hazel Beaird, and I know Dale you remember, had (inaudible) when she was running for Mayor, we had about 600 citizens show up at that. It was one of the most enthusiastic activities, I think I've ever seen in this city. It was wide open, nobody had preconceived ideas or anything else. And we hope it will play just like this one. But again, if you don't come, your opinion won't count.

Councilwoman Bowman: You threw me off when you said preconceived ideas. I was just going to mention that elected officials need to register as well, is what I was told. To make sure that we actually register, and not just show up.

Mr. Kirkland: We've got special provisions buttons, and tags if you will, for our elected and appointed officials, and others.

Councilwoman Bowman: How do we count with the clicker, we're not considered citizens?

Mr. Kirkland: Well, since you'll be one of the final decision makers, we're not going to say that you can't vote, but you're really one of the ones who will eventually sit here and pass final judgement on this plan by either amendments, or passing it or whatever, and so come and say what you think.

**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 8:23 p.m.

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*//s// Ron Webb, Chairman*

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*//s// Arthur G. Thompson, Clerk of Council*