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Council Proceedings of the City of Shreveport, Louisiana
June 10, 2008

The regular meeting of the City Council of the City of Shreveport, State of Louisiana was called to order by Chairman Joe Shyne at 3:06 p.m., Tuesday, June 10, 2008, 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 Shyne: Mr. Mayor, I think you used to do that every now and then in the Council Meeting.

Mayor Glover: What's that?

Councilman Shyne: Did you hear Councilwoman Bowman, saying 'under God?'

Mayor Glover: Mr. Chairman I think that's a Bowman original.

Councilwoman Bowman: Thank you.

Mayor Glover: But a fine example that she has set for us all.

Councilman Shyne: Well okay. I won't comment any further on that then.

Madam Clerk, will you please call the roll?

On Roll Call, the following members were Present: Councilmen Lester, , Long, Wooley, Webb, Shyne, and Bowman. 6. Absent: Councilman Walford. 1.

Councilman Shyne: Councilman Webb, I'll entertain a motion from you for the approval of the minutes.

Motion by Councilman Webb, seconded by Councilman Bowman to approve the minutes of the Administrative Conference, Friday, May 23, 2008, Council Meeting, Tuesday, May 27, 2008, and the Intergovernmental Committee Meeting, March 14, 2008. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

Councilman Shyne: That motion passes with a 6-0 vote, and one is absent today. I think Councilman Monty Walford is - - - is he taking care of some business for the City Mr. Mayor? Or, is he

Councilwoman Bowman: I don't think so.

Mayor Glover: I think Mr. Chairman, it may be a combination. Mr. Walford is engaging in what we all understand to be his favorite extra curricula activity which is sailing.

Councilman Shyne: Okay.

Mayor Glover: But also in the midst of that, he is visiting the city of Vera Cruz, Mexico, in which he and his group will meet with the Mayor of Vera Cruz, deliver to the

mayor a gift and a letter from the City of Shreveport, this distinguished Council and also discuss with them the fact that we both happen to be port cities. While we are (inaudible) port here in Shreveport, it just so happens that Vera Cruz, Mexico is the largest port in the country of Mexico. While there may be some possibilities, some opportunities for some discussions about what might develop between our two communities. I think if we sacrifice Councilman Walford since he might be more accustomed to the water there than the rest of us.

Councilman Shyne: I think that was pretty good on your part. Cause I know I would have had to back out. (Inaudible) a farm boy, might have had something to do with picking cotton or raising some sugar cane, then send me. But sailing, then send somebody else. And Mr. Mayor, just before we get to you, if it's alright with the Council, I want to bring Guidry up and let him give a short report, and then we want him to go back to work. We don't want him to stay away from the job too long. And I know the people of Caddo Parish Mr. Guidry, will appreciate you being on the job, since you've always been there. So, if it's alright with the Council, I'm going to bring Mr. Guidry up, and he has a program, and I think all of the citizens of Shreveport should know about. And Mr. Mayor, I believe you and Mr. Guidry probably worked together when he was working for the honorable Buddy Roemer.

Mayor Glover: Absolutely. Mr. Guidry goes back a long way with all of Northwest Louisiana. A great servant of the people. He's served at the Congressional level, the State level, and obviously doing a great job at Caddo Community Action Agency, but I think we also could make the point Mr. Chairman to recognize as sharp as Mr. Guidry is, I think the brains of that operation are those two ladies that are sitting to his right.

Councilman Shyne: Right. And he's going to do that. He's going to introduce them and at least have them to stand when he comes to the podium. Mr. Guidry?

Mr. Guidry: Thank you Mr. Chairman, Councilman Shyne, and of course thank you for allowing me to pre-empt the Mayor. Thank you all, and I want to thank the Council for - - - in particular Councilman Shyne for inviting me. Also I see a lot of old friends like Joyce Bowman, Councilman Bowman of course, Councilman Long, and also Councilman Webb who served on the Parish Commission, and they helped the Caddo Community Action immeasurably when they were serving on that body. So really thank you for that. My first opportunity after all these years to ever address the Council, and I really appreciate it and it's quite an honor to do so.

Councilman Shyne: , you're kidding. Really?

Mr. Guidry: Very first time. First opportunity, and of course I've always been a person who likes to stay in the background, out of sight, kinda out of mind, do what I have to do, but kinda do it in a quiet way. I did bring with me today Ms. Joyce (Inaudible), who is our energy coordinator and Ms. Crawford, Ms. Crawford of course is in publications. Ms. Crawford came to us by way of the city worker through Hurricane Katrina. And she's been here now as a part of our city for about three years. And of course, when the city allowed her and others like her to have jobs, she did such a good job for us, and so we just hired her permanently. So, she is with us now doing our publications. And she actually put together these brochures and Ms. (inaudible) helped to put together the little flyer we have for our energy program. Not belaboring the point, but you know Caddo Community Action Agency has been in existence now for 40 plus

years. We've been an integral part of the Parish Commission and also the City of Shreveport has been very, very kind to us over the years in helping us because we help people. We help thousands of citizens either the low income citizens even if it's help with things such as utility bills, we do the Headstart Program, we do counseling, and as you know there are a lot of foreclosures, we do certified housing counseling agency, and we help people try to keep their homes from foreclosure. And of course we do foodbank, clothing, and some of those types of things that help to assist citizens throughout Caddo Parish. We assist persons who are flood or fire victims who of course have lost a lot of things through floods and fires, and what have you. But today, I (inaudible) our energy assistance program which Councilman Shyne asked me to talk about, we have that service based on persons who qualify for the program. You have the brochure in front of you, and of course I encourage the Council Members who have constituents who might need or services to have them contact our agency, and of course we will take them through the steps and the process of making the application. We take thousands of applications for energy assistance. Right now we have approximately left over until September right at a couple hundred thousand dollars that we take applications on for our (inaudible) crisis program. That's a program where twice a year a person can get help up to a certain amount based on their income and the number in the households. Then on top of that, we have a non - - - what we call a crisis program. That'll start on about July 1st and of course, we have (inaudible) hundred thousand dollars and of course we may end up getting some more for crisis. Of course, that's when this high heat begins to hit and (inaudible) we work very, very close with the utility companies. And we tell the companies do a great job of not cutting people off because they can't pay all of their bill. As long as they pay on their bill. And of course we tried to, if we can't pay all of the bill, we pay enough of it so that it can keep them going because (inaudible) tradition of helping people who can't help themselves. So, that's basically what we do. Like I say, we enjoy what we do. We appreciate the Council, individually, as a body. We came to the City of Shreveport and got assistance through Urban Development over the years, and of course sometime we call the Mayor's office (inaudible) in needing any kind of assistance, we do that now. We didn't come with our hands out, asking for money all the time. That's not what we're about, but we do come with a spirit because what we try to do is help people who are less fortunate than we are ourselves. With that said, are there any questions that anyone would like to ask, I'd be glad to try to answer.

Councilman Shyne: Mr. Guidry, before I open it up to questions, this meeting is being televised, so what I'd like for you to do is to give the people who are watching on TV, if you would give them some contact numbers. You might want to slow it down, so - - - you know you got people who might not write as fast as Bryan Wooley, or Calvin Lester. They might be a little slow like Michael Long or myself.

Mr. Guidry: Our telephone number of course is 861-4808. That's Caddo Community Action Agency, 861-4808. If you contact our agency, and you live in another neighborhood we will tell you where you need to go to make the application. We're working very closely with the Council on Aging. We now got a program where they've identified 1100 senior citizens who are home bound. We're going through the liaison (inaudible) program and try to get those persons to make sure that they are getting the services that they need in terms of energy assistance or food and etc. So, we're doing that, but 861-4808. We're located at 4055 St Vincent Avenue. If you need

transportation, of course we provide transportation, and if you're home bound, then we'll provide door-to-door service for citizens who are in need.

Councilman Shyne: Mr. Guidry, we appreciate that. I want to open it up now. Do we have any questions from any of the Council Members who might want to get some additional information because they have persons who live in their particular districts that could use this help?

Councilman Long: I just want to thank Mr. Guidry for the hard work you've put in over the years and the services you do provide to the community. I just want to personally thank you for that. Thank you.

Councilman Shyne: If not Mr. Guidry, I've been knowing you for a long time, and I just want to let you know that I've always appreciated your concern, your compassion, your dedication to those of us in the community that are kinda on the less fortunate end. You've dedicated your life. You've had a life of service of helping people and I know your life has been enjoyable, because anytime you help somebody, you got to feel good about it. That's kinda why we're here on this earth. And we just appreciate it. Anytime we can be of help to you, please call Mr. Thompson over there. I know you know him well. I think at one time, you might have been trying to teach him how to play golf. I don't know how well it came out.

Mr. Thompson: The blind leading the blind.

Councilman Shyne: But if you need us, please call us.

Mr. Guidry: Thank you very much. Thank you Art for calling me yesterday, and thank you Joe for inviting me. Thank you Mr. Mayor and other members of the Council.

Councilman Shyne: And I want to thank Ms. Lee Jay and Ms. Lee Jay, you want to tell them where you live?

Ms. Lee Jay: I'm in the Queensborough area.

Councilwoman Bowman: Alright.

Councilman Shyne: Alright. Now tell them where you used to live.

Ms. Lee Jay: Mooretown.

Councilman Shyne: That's where she got her start from. And is it Ms. Crawford? Ms. Crawford, if you have not had a chance to go out in the Mooretown area, let Ms. Lee Jay take you out there, and I think you will be extremely happy with what you see out there. Alright, thank you all, and Laurence you all can go back to work, and we appreciate it. Mr. Mayor, we're going to turn it over to you.

Mayor Glover: Alright Mr. Chairman. Mr. Chairman and Members of the Council, I am going to start today's Mayoral Communications by asking that we observe a moment of silence for a former member of the Shreveport City Council. In fact one of the original members if my history serves correctly, of the Shreveport City Council. Many may not know that this coming November 28th we will observe the 30th anniversary of the Mayor/Council form of government. It was the date in which this particular event when the Charter took affect, and we went from having a Mayor/Commission form of government to having a Mayor/Council form of government where we elected seven Council Members from single member districts from across the city. Prior to that we had a Commission form of government with a Mayor and all the Commissioners from their respective departments elected from across the entirety of the City. During that particular period of time, there were no individuals who look either you or I Mr. Chairman, or the gender of Council Member Bowman, or the geography of Council Member Webb, who

ever served on this august body. One of the original members of that Council was the Rev. Herman Farr. Rev Herman Farr died on Friday, June 6, 2008. Rev. Farr was elected to, and served on the Shreveport City Council from 1978-1982. Reverend Farr was also a minister of the Gospel, a pastor, and a loyal member of the NAACP, who served as president of the Shreveport Chapter for many years. In his youth, Herman Farr was a boxer, and he remained a fearless, energetic competitor throughout his long life. Reverend Farr was a champion for the underdog. He used his position as president of the NAACP and as a member of the City Council to right wrongs, to fight for justice, and to ensure the civil rights of all people. While Reverend Farr never backed-down from a fight, he had a kind forgiving heart and a quick smile: He would be literally ready to go to war one minute, and a minute later he was all smiles. Reverend Herman Farr never held a grudge. Shreveport has lost a great public servant. Reverend Herman Farr's life is worthy of emulation. He has set a very high bar for all citizens. The City of Shreveport offers sympathies and condolences to Bruetta D. Farr, Reverend Herman Farr's lovely and devoted wife, and to the other members of his family. So at this point Mr. Chairman, I would ask that we all stand and observe a moment of silence.

Councilman Shyne: Graciously.

Mayor Glover: Thank you Mr. Chairman.

Councilman Shyne: Amen.

Mayor Glover: Alright. I'm a little disconcerted here. I've never seen this mic in this position. Am I - - - should this be a little bit further? Should it be there? Alright. I don't want to comment too much in stereo. I wouldn't want to scare Bea as she's doing the minutes.

Ms. Pilkinton: That was the mic they used, and they put it back in the mic in the podium.

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

Mayor Glover: Gotcha. We're going to start today by recognizing a Shreveport Police Officer, Eric Alvarez. Is Officer Alvarez here today? And do we have Asst Chief Jeter? Asst Chief Jeter is serving this week in Chief Whitehorn's stead. Chief Whitehorn is in Baton Rouge at mandatory training for 1st year Chiefs. Unavoidable, but he has left the Police Department and the City of Shreveport in the capable hands of Chief Cheryl Jeter, and so she is here with us today.

Councilman Shyne: Mr. Mayor, I think that's history too isn't it?

Mayor Glover: Without question. First 5'2" Asst Chief in the history of the City of Shreveport. An outstanding one she is. We are absolutely honored to stand here with here. Mr. Chairman and Members of the Council, on January 31, 2008, Officer Eric Alvarez responded to a call for assistance from the Overton Brooks VA Medical Center. An individual at the hospital had a knife and was threatening to harm to himself. Officer Alvarez's quick assessment of the situation, his knowledge in training and his calm and decisive action proved to be invaluable. As he teamed up with officers at the medical center police to bring the situation to an end, where no lives were lost. Officer Alvarez has been honored already by the Department of Veterans Affairs for his outstanding service, and we here today at the City of Shreveport join them in honoring Officer

Alvarez, a shining example of the caliber and quality of the men and women on the Shreveport Police Department. Officer Alvarez, it is my distinct privilege today to present to you this Mayoral Award of Excellence as well as this official Mayor's pin in recognition of the service that you have rendered to the citizens of the City of Shreveport. Do you have a word officer?

Officer Alvarez: Not really. Just very unexpected and appreciate it. Thank you.

Mayor Glover: Well thank you, appreciate you very much and thank you for the job that you're doing. Alright. Chief Jeter, appreciate you. My next privilege is to recognize a great friend of mine, and I know many of you as well, Mr. Ron Adams. Ron, would you join me up? Mr. Adams has been a City of Shreveport employee for right now a decade. But he has done so much more including his decade of service for our city and our area. His last day at work will be this coming Thursday, June 12th. But we couldn't let Ron leave without letting him know what a valued employee he has been to the City of Shreveport. Ron's position as Property Management Specialist was more than a job. Ron worked with his heart and has been a 10 year ambassador for the City of Shreveport. His extraordinary level of commitment, Ron assisted families and made friends for the City of Shreveport. Always going the extra mile to make sure that our citizens were taken care of. Ron was also an American hero and has traveled the world serving and protecting our country in the United States Air Force. He's a dedicated Veteran whose been awarded not one but two Bronze Stars for his bravery and his leadership. Ron has worked tirelessly for his bravery and his leadership. Ron has worked tirelessly in his community serving on the Caddo Parish School Board from 1994 to 1998 and he is responsible for efforts to secure a grant as a member of the Caddo Parish (inaudible) Board to complete the Gilmer Bayou Lateral. Ron is a proud and active member of the Summer Grove Baptist Church, he's an outstanding father and husband, and many of us throughout the city are better persons because we rubbed shoulders and shared friendship with Ron Adams. We wish him all the best and there is a retirement party scheduled for him on this coming Thursday from 11:30 to 1:00. It was supposed to be a surprise, but obviously Ron was an intelligence officer in the Air Force and he found out about it and told everyone or asked everyone when they were coming to his surprise party. Ron is also a proud resident of Council District E which is ably represented by Council Member Ron Webb. I want to ask you Councilman Webb if you'll come down here and join me as I make this presentation together. Ron, appreciate you for all that you've done for the City of Shreveport and for all of it's citizens. Ron, it is my great privilege to present to you this Mayor's Award of Excellence.

Mr. Adams: Thank you Sir.

Mayor Glover: Thank you, and we're going to take a picture right here for this lovely young lady. Put you in the middle Ron. There you go. You have a word for us Ron?

Mr. Adams: Obviously it is with great gratitude that I have the privilege of working here at the city and throughout the community, and when I first came here having come from a background of committed service in the military, it is my responsibility to serve. Not working in the context of civilian life in the city, I can say now that Community Development and I resolve myself if I did three things. To serve the public each and every day, I will have done my job. I hope I have done that. I tried hard to do that. But I work with a great bunch of wonderful people. We truly have a

group of wonderful people employed in the City of Shreveport. They are the best insurance policy this community has. They really are. When they're called upon to do something, they accomplish it in short order. I was privileged to serve in two departments. I started off in Community Development. And all the time I've been there, my secret desire was to be Bonnie Moore's Deputy. Because I think they do a terrific job and I enjoy working with her each and every step of the way. They're a very group over there. And I can't say enough about my - - - I feel partly responsible for Cedric's success. He knows what I'm about to say, so the secret's going to get out. 1994 remember? I was one in the first group to go through the political training institute, and I was selected to debate this young man here.

Councilman Shyne: That should have been great.

Mr. Adams: Now, I've debated, not debated but discussed - - - had several different good discussions, been working with a four-star general and debated for Gen. Alexander Haig on several issues in Europe, so I felt like I could hold my own with this young man. And so we had I think six minutes, three minutes to each pro and con, and stuff like that, and they came to a vote, and he aced me out. Well like I told him a couple of months ago, I said, 'had I beaten him, I could be Mayor today.'

Councilman Shyne: That's right.

Mr. Adams: So anyway, it's been a privilege knowing and working with Cedric and I'm proud of his success, but more importantly I'm proud of the leadership that the Council and he provides for each community. And I can't say enough about the number of people I worked with and the people I meet throughout Shreveport, and it concerns me because they really need our help in many, many ways. And the things that we do there in Property Management. Started off as the red-head stepchild and still might be in some cases, but that's the only section that I know that we didn't make some money for this community other than Community Development and other people, because we have a lot of contact with the public. And we carry the message of those people Mayor, and we do a good job for them in bringing (inaudible) and helping (inaudible). And as I say it's Community Development first and coming over to Department of Operational Service, Mr. Strong is an able body individual who runs a good ship and good organization in the context of working with Malcolm and all the people in the Property Management Section. They do a great job and they're a great insurance policy in this community in what they do. Thank you (inaudible) I had told Jim asked me a minute ago what I was going to do after I retire. I told them that I hope my golf game got a lot better. But since I got a hole in one Saturday, I don't know what I'm going to do. But thank you so much Mayor, appreciate you so much.

Councilman Shyne: Ron, just before you go, we got a couple of members that want to say something.

Councilman Webb: Ron, I just wanted to - - - Ron, I've known you since 1994 when you first ran for Caddo Parish School Board, and you have become a real good friend of mine, we're in the same Sunday School class together, for those of y'all that don't know at Summer Grove Baptist, and I've admired all your community service. And you are a community service oriented person and you've always shown that to me, and you've given me a lot of good advice over the years, and I appreciate that, and I know now that you are retired, I wanted the Mayor to know that we could easily bring you out of partial retirement by putting him on the MPC. I know that he would like to do that,

and I'd like to see him have it one day. But one day anyway I wanted to throw that plug in there. But anyway I appreciate you Ron, and I won't be saying goodbye, because we'll be seeing each other in Sunday School.

Councilman Shyne: Ron, I just wanted to - - - there's two things I wanted to say. First of all, if you aced the Mayor out of a debate, I mean if the Mayor aced you out in a debate, don't feel bad, because he's pretty good at it. So you don't have to feel bad about it.

Mr. Adams: Second place is not too bad.

Councilman Shyne: That's right, second place is not too bad. The next thing is when you leave, you can leave Bonnie Moore your cell phone, but don't leave it to Mike Strong, because he might use it.

Mr. Adams: He knows it.

Councilman Lester: Real briefly Ron, I really appreciate what you've done. In my time on the Council, you have really been a joy to work with as everyone is in Property Management. But I really - - - I think the public really doesn't understand and sometimes many of us up here don't understand how much contact your department actually has with the public particularly with all of the things that we are doing. We're trying to get adjudicated parcels of property back in to commerce, and you guys have done a tremendous job. You've taken some of the laws that we done, some of the ordinances that we've passed, some of the things that Councilman Shyne has done and this Council has done recently to get more business out there, you guys handled it like champions. And I just wanted to say I really do appreciate the spirit in which you deal with the public because many times, they come in with one idea of what's going on and they don't know what the rules are, but you guys really do a good job of telling them what the law is and helping them through the process and ensuring that they are able to get done what they are able to get done the things that they want to get done and that has made a tremendous difference, because we've gone from over 8,000 parcels to somewhere in the neighborhood of 6,000. And I really do want to tell you as well as the entire team that we really do appreciate what you're doing. I know that it's made a difference in my district as well as the others, so thank you for what you've done.

Mr. Adams: Thank you Calvin, I appreciate that, but I'm just one of a great team. Good people there.

Mayor Glover: Thank you Ron. There was one other thing that Ron did in 1994 that maybe he'd forgotten about, and that is he saw a young man who was given the responsibility to be the Regional President of a new staffing company here in the Shreveport/Bossier market, and took a chance and allowed him to go out and provide services through the operation that he was responsible for running. And didn't know maybe at the time how much I appreciated that opportunity and how much I appreciated that confidence. But Ron, what I remember most about our meeting in 1994 was your willingness to give this old country boy from the Cooper Road a chance. So thank you and without question we look forward to you being of continued service to the City of Shreveport. And since you just hit a hole in one over the weekend, one of those capacities might have to be helping to support the Mayor's golf game sine I'm not much of a golfer at this point.

Mr. Adams: I was a member of the Army not the Air Force.

Mayor Glover: Who Ah! My mistake. Make that the Army and not the Air Force. I guess we were in Barksdale mode here. My apologies. Members of the Council, I want to also share with you all that as you have probably already gotten your copy of email message I sent out to you on last week, I and other members of the staff and some other folks in the area, and certainly we invite any of you who are interested and willing and available to go along, we will be going back to Baton Rouge just to remind the folks down there, the legislature and the folks in the Administration of just how much of a contribution the film industry has made to Shreveport, Bossier and Northwest Louisiana, and the entirety of the state. And we've got a couple of situations developing in the industry that we believe certainly need and deserve the attention of the State, some of which should be focused on in my opinion, others may differ, but in my opinion, before they end up this calendar year. For those of you who have kept up with the numbers, you would probably know that we started the whole film tax credit program back in 2002. Since that time, we've (inaudible) dollars, thousands of jobs, and it's essentially given another reason for Shreveport and Bossier to be on the map for a good reason this time. To hear our city being tossed around and in circles from New York to California and places like Austin in between is something that we should all take a great deal of pride in, but however unfortunately like so many things in life, it's not a permanent condition. And if we expect to be able to maintain where we are, we need to understand that while it's a unique qualities that we possess as a community, I think the Council, part of the reason why we've gotten the film industry here, is also a bottom line issue as well in regard to the tax credit incentives that we provide to the industry, and I think that there are a whole host of cities that have seen and witnessed the success of what's happened here in Louisiana in general, in Shreveport in particular who views that as the inspiration for why it is that they are trying to replicate our success. And while you are at the front of the pack, the last thing that you should want to do is to stop and rest on your laurels. You should assess where you are, sense where the competition is and see what you need to do in order to stay at least step ahead of the game. And as our daily noted in it's editorial from a week or so ago, we should not assume that the lights going off in the distance are fireworks in celebration. They may in fact be signal flares from our opposition telling us that they are coming at us on their way to try and take the position that we hold at this point and time. So certainly we extend the invitation to all who are listening and who are around tomorrow to join us. Nothing that we consider to be aggressive, or hostile posture. Just simply going up trying to share the good news of what's going on here in Shreveport/Bossier with those who are ultimately in a position to do something about it. In addition to that, we will be in the posture of planning in the coming weeks, so I'm going to ask all of you all who can to hold this date of August 1st and 2nd as the date that we're going to schedule what is considered a working title at this point, a Louisiana film summit. Where we would want to ask individuals around the state who are concerned about the future of the film industry to come here to Northwest Louisiana to talk about where we've been, where we are and where it is that we want to go with regards to this industry and what steps we might need to take in order to insure that we continue the positive progress that we're on. So August 1st and 2nd, would ask that you hold those dates on your calendar at this particular time. And lastly, I want to remind you that this coming Thursday at 6:00 pm. this is an invitation that we are extending to any and all of Shreveport, Bossier, Minden, Desoto, anybody who believes

that they might be in some way impacted or affected by what's currently happening with regards to the natural gas exploration that's going on in this area. We will be having the city's first public meeting on this matter this coming Thursday, starting at 6:00 p.m. at the Shreveport Convention Center. We project the meeting will go from 6 to approximately 8:30. We have a panel of experts that we have asked to join us. We have even some folks who are neighborhood representatives from the Fort Worth area who will be joining us as well, to talk about some of the issues that neighborhoods have faced in addressing and dealing with these issues and challenges, I and Tom Dark and City Attorney Terri Scott will also be meeting on tomorrow morning with the Secretary of the Department of Natural Resources to talk about drilling issues involving City of Shreveport. I think one of the dynamics that's possibly going to visit us in this area that's not been anything that's been common to Louisiana in years past is that as a result of the potential of this natural gas, you could end up seeing the advent of urban (inaudible). A phenomenon that right now is beginning in the Fort Worth area. And as it stands, since our state has never really had to contemplate these types of issues on any type of significant basis in years past, in many respects there's not been much done from a statutory point to empower local municipalities to be able to play the appropriate role like we should as government closest to the people to being in a posture to insure that these things are done in a way that end up allowing the companies to do what they need to do in order to have a plausible operation. But at the same time to protect the interest and the integrity of our neighborhoods like our streets and the rest of our infrastructure. So, we look for tomorrow to start that dialogue with what might be some requested changes to some of the ways in which the industry is regulated permitted in the State of Louisiana. We also want to add that the second meeting for the natural gas (inaudible) that's going on here would be on Saturday, the 21st of this month at 10:00 a.m. to 12:30. Again, that will be at the Shreveport Convention Center. Not only will parking be free and available on both of those days, also thanks to the efforts of the Shreveport Parks and Recreation Department, we will also be providing childcare for parents. So no one has an excuse of being required to stay home, and I'm going to ask for the age range on that Shelly. From ages 4-12, if you have children from the ages of 4-12, you are encouraged to bring them with you if you need childcare for both of those dates, because we want people to be in a position to come and not have to miss because they need to find a babysitter. We assume that if they're over 12, then they can come in and sit in the meeting and listen and learn. But between the ages of 4-12, Shelly and her staff will have games and other things there for them to do. So we encourage people to come out and listen, to learn and to see how we best position ourselves to take full advantage of this great, great opportunity that's been presented to us as a community and as a region. So I thank you Mr. Chairman, I thank you members of the Council and I turn this back over to you and your capable hands Mr. Chairman.

Councilman Shyne: Mr. Mayor, thank you very, very much and I appreciate you, and I know the other Council Members appreciate the information that you all have been gathering in relation to this Haynesville. That word Haynesville sounds good. Cause I think our other mayor was from Haynesville, and we probably got a real estate broker in here whose been up to Haynesville. I don't know if it was for the price of property because he knew this was coming or not, you know how some people Mr. Mayor know

when things come before others. So, I don't want to call no names, but the one that's smiling the most on the Council.

Mayor Glover: Mr. Chairman, if I could offer one additional thing since you made reference to it, we will be developing a website that will be providing information for our citizens and folks around the area that is not yet up in operation, but it will be ShreveportShale.com. And interestingly enough one of the first questions that I had was the origin of the Haynesville connection or the Haynesville name to this natural gas plate, and that's one of the things that evolves through the oil and gas industry kinda connected to the initial findings are and what have you. But one of the things that happened, I guess over the last several weeks, that I've gotten several folks from over in the Haynesville area, who have said that it might be a bit problematic for some folk in referring to the Haynesville Shale because in fact this particular plate does not encompass Claiborne Parish.

Councilman Shyne: Oh really?

Mayor Glover: It's Caddo, it's Bossier, and it's Desoto. And in particular, I won't call anybody's name, because I don't want to get anybody in trouble, but my understanding is that the folks, or at least some staffers inside of the Clerk's office there in Claiborne Parish who wished that Claiborne Parish is not in this particular plate would become more widely known because they are in fact getting quite a few calls from people who are attempting to do property searches and inquiring about family land and what have you in the Claiborne Parish area, when at this particular time, and I would stand to be corrected by our resident land management expert, if I'm wrong on this count, but the folks in Claiborne Parish are not yet a part of what's at stake right now, and unfortunately seem to be getting quite a bit of the focus and the attention. So, going forward in an effort to insure that folks in this area will be able to access good accurate information about what's going on, the city will be putting up ShreveportShale.com in the coming days. It should be up at some point between the first meeting and the second meeting.

Councilman Shyne: Mr. Mayor, I appreciate that and I too apologize that may be people were kinda thrown off by the original name.

Mayor Glover: Well that is what it is referred to. That is the name. It just so happened that neither the wonderful folks in the town of Haynesville, nor Claiborne Parish happen to be a part of the activity that's going on right now with the Haynesville Shale Plate. So I mean Councilman Long might be able to give you some great insight, in terms of how these things evolve, but - - -

Councilman Long: It evolves from the geologist playing around with names. But really what's interesting too, because in East Texas, this same Shale zone is called the Bossier. So and other people call it just Jurassic. So it just depends on which companies playing around with it. In this case I think Chesapeake were the ones that coined or actually promoted the name Haynesville and put it out there, and that's kinda where it stuck. It has nothing to do with Claiborne Parish. Unfortunately some people in Claiborne Parish were buying leases thinking they were buying an actual shale.

Councilwoman Bowman: Yes sir, you have a couple of things we are going to have the Public Safety Committee meeting. This is a special meeting in lieu of yesterday when we had so many of the bar owners show up and had interest in the Chief's 56 point plan. This one will be scheduled for Tuesday, June 17th at 2:00 p.m. And I think Sharon had it cleared through the Mayor's conference room. We tried yesterday to having the

conference room behind the Chamber here, and there wasn't enough room for all the people that showed up. So we did reschedule it. By then Chief Whitehorn will be here and would have had the opportunity to kinda look over this and make his recommendations before it's put before the Council. And the ordinance that comes up today, we'll just postpone it for two weeks. One other thing, each Council Member and the Mayor should have been provided a copy of the Government Plaza Security Plan that Chief Whitehorn and Sheriff Prator and the task force worked up and of course the Commission had the opportunity to look at it and make their recommendations. Now we all have copies. We'll look over it and see what - - - any changes that we'd like to make or if we're in agreement with what's on here. And so that's going to come up on the next agenda, and so that will allow everyone the opportunity to read over it before it comes up for introduction. Thank you Mr. Chairman.

Councilman Lester: Yeah, thank you Mr. Chairman. If I could ask Ms. Scott and Mr. Kirkland or Mr. Clark. I guess you can come on up Mr. Kirkland. And Captain Jeter, but I think I'm probably going to need Cpl Collins. Okay, come on Cpl Collins.

Councilman Shyne: That's a pretty good size staff Mr. Lester.

Councilman Lester: Mr. Chairman, Members I've gotten a number of emails about a certain business on North Market. We're not going to call their names, but this particular business decides that they want to advertise certain products. At one time they were advertising movies of an adult variety. They were going with the triple X scenario. And after a number of calls and some conversation and some visits by our folks in MPC and Zoning and the Police Department and asked them to kinda conform their conduct to what the community standards were, they decided to change that, and so they went from advertising the triple X, to just simply naked people. And as you could imagine, my email box is pretty full on this whole idea of advertising naked people. And then the other thing that bothers me about that is on the other side of the sign, they decide that it's important to advertise the sale of digital scales. Which for me, why would you need to advertise digital scales. I would imagine when Chief Jeter and some of our fine men and women from the police department go into a residence and they find digital scales, they're not measuring how much diet coke they're drinking. I think they're generally measuring to certain grams, certain green leafy substances or other powdered substances, generally speaking that would be drug paraphernalia. So I'm wondering, I mean where are we on this? Is this something that we can legislate or are our hands tied from a 1st Amendment, Free Speech prior restraint type scenario and that's the question I have. And the reason why I asked you guys, obviously it's a legal issue, it's a Zoning and MPC issue, and it's potentially a police issue. So if the three of you can take that proposition for lack of a better term and kinda break it down in each of your areas of responsibility, I'm sure my constituents will definitely appreciate it.

Ms. Scott: To answer your question, our answer is yes to the bulk of your questions. There are elements of zoning, in this scenario that's happening on North Market. There are also possibly elements of police under the Sexually Oriented Business Ordinance. Alan Clarke is the Zoning Administrator, Mr. Kirkland has directed today actually went out to the site, had a conversation with the owner of the location, and a determination was made at that time that they had signs that were possibly in violation of the zoning ordinance because the signs were sitting in the right of way. The owner of the business will be sent a notice of violation today for the provisions of the zoning

ordinance. There is also a possibility, and that matter is still under investigation whether or not there is a violation of Chapter 72, Sexually Oriented Business Ordinance, in that the ordinance or a provision in the ordinance prohibits the advertisement of any product that is sold in the Sexually Oriented Business portion of the establishment. Now, there is a question right now as to whether or not the advertisement of the digital scales does in fact violate that provision of the ordinance. And it's my understanding the police department is actually investigating that to determine if there is a violation of the Sexually Oriented Business ordinance or any other ordinance.

Councilman Lester: Well I do appreciate that. Because Charles, you can come next, I've gotten a number of calls from my constituents and several emails and you know uninitiated, we have over the past few years, we're really starting to get some good growth and new things happen in the north part of town, particularly in that North Market corridor. The Waffle House, KFC, and some other things, some vacant lots are being bought and being developed along that corridor bringing some new business in, and we're excited about that. But one of the concerns that several realtors had is when you have operations like that, it kinda makes it difficult to sell the rest of the area as a family friendly place. And I know that it is, and certainly the Mayor knows because he's had a long association with that area. So I know there are certain things that we can do and the answer to everything isn't to run out and legislate. I just wanted you guys to speak on that so that that hopefully my constituents will know that we are contemplating and we are being watchful and hopefully, the business owner will understand that this is something that he needs to maybe change some of his advertising schemes so as not to be a drain on the area to be a good corporate citizen. Cpl Collins, let me ask you something. I know that what we dealt with, that major piece on sexually oriented business, there are some very finite guidelines as to what can be advertised, what can't and there is a, I believe there is a certain percentage of your income that if you derive your revenue from something that's considered sexually oriented in nature, that requires you to be licensed as a sexually oriented business and some other things kick in. I understand you've been out there, kinda inform us on that if you will.

Cpl Collins: Went out there last year when we first seen him advertise it, and they have one room in the back that there's a sign on it that says no one under 18 allowed. There's also video cameras back there that actually tape anybody back there, they monitor up front. The way the SOB ordinance is written, it's not so much on the amount of money that they take in, it's the retail space. And there's three different provisions. One is from 0-19% and if it's from 0-19%, your retail space has sexually oriented material in it, you're not a Sexually Oriented Business. And the reason it was written like that is - - - I'm going to use a library as an example. If they have a book, a book of love or whatever, they may depict different sexual acts in there, if they didn't have some kind of threshold, then we would have to go and actually go after the library and have them get a Sexually Oriented Business, or Circle K, I'm not endorsing or saying anything about them, but some of them have Playboys or Penthouse or something like that. Anything that has sexually oriented material, with the sexually oriented business, that means we'd have to license every Circle K or every store that had any kind of sexual material in it. So when we wrote the ordinance, it was from 0-19%, means there was not coverage under Chapter 72. From 20% up to 49%, it was called a dual purpose business, and that's where the advertising comes in. If you're a dual purpose business, then you cannot

advertise any type of sexually oriented material on the outside of the business, and then 50% up is a full blown Sexually Oriented Business and that's where no one under 18 can be admitted in there.

Councilman Lester: And inspecting this place, they don't meet that threshold?

Cpl Collins: No, that's a very large building and the room that they have is relatively small and it's definitely under 20%.

Councilman Lester: Alright, I do appreciate that. And thank you Charles as well as Ms. Scott for sending your staff and responding to that question. I have one other thing and this would be for - - -

Mayor Glover: Just before you left that, I just wanted to let you know as well as the rest of the Council and the staff and the folks who are listening that I share your concerns about that particular location. In fact so much so, that I went and did a little research on the internet just to try and find out where the corporate family of this particular operation actually is and it turns out there appear to multiple versions of this operation and I want to join you in helping to try and address this situation because what I don't want to demonize, the folks in the pawn industry, obviously there are some very fine folks who are good business folks. The (inaudible) family I guess here locally comes to mind. What these folks are doing on North Market with the way in which they manage to advertise on that marquis does not serve their interest at all, and it certainly does not serve the interest of the folks in the City of Shreveport and in particular they people who live in and around North Shreveport. And so I want to let you know that I'll be working with you to help to address this situation, and while I missed the discussion due to the need for a side bar, I will be following up with you and the staff to see exactly where we are and what can be done.

Councilman Lester: I appreciate that Mr. Mayor. If we could get Chief Jeter, I want to throw kudos real quick. You know we get these reports month to month, week to week about our crime statistics, and I wanted to tell you to go back my good friend, Cpt McDaniels, and the whole Area 1 team that I did take note of the fact that there is a 28% decrease in total crime in Area 1, which is tremendously, tremendously significant. Any drop in crime is significant. But a 28% decrease is a tremendous accomplishment, and it speaks to the whole chain of command. From the Chief to the Asst Chiefs, to the men and women that are out there working on patrol. I have continually been impressed by the way that the Chief's whole new program is being implemented. As recently as about a week ago, Sunday, I had an incident where there was a burglary in the neighborhood, a person who had his property burglarized called me. I sent some information that night to our CLO Officer, Michael Dunn. He before I could send the email to him that night was on the phone with the person that was burglarized. They were at a location Monday morning looking for the person. They had a warrant by Tuesday and Wednesday, they had the guy in custody. And that is doing an outstanding job. And so when I saw that crime was down 28% in Area 1, that just to me speaks to the issue that men and women in that area are really doing a good job. And I wanted to say to you on behalf of the citizens in District A, and Area 1, we really do appreciate your hard work. Please keep up the good work. Know that we are very pleased with that. I wanted to say thank you on that.

Chief Jeter: May I say something? As you know, I've been resigned to Uniform Services just for a little over 2 months, or right at 2 months. And I have been extremely

impressed with the hard work that the men and women in Uniform Services display. They work timelessly and they work as a team. And you mentioned the CLOs, I'm glad that job didn't exist when I was a patrol officer, because they work way too hard. They are very dedicated men and women. And they work very long hours, and I'll certainly pass on the appreciation that you have expressed today.

Councilman Shyne: Chief, before you take your seat, I want to express too the wonderful job that they're doing. But I've also gotten some calls, and it might be only in my district. There are still a lot of places where you have tennis shoes on the lines because most of the people want to know why is it that they can see 'em and the officers drive up and down the streets everyday and can't see 'em. So, what I would like to see done, if it's the CLOs or the patrolman's or whoever is responsible for that, please tell them to make a notation of where - - - cause Mike Strong and were out one day at a clean up area, because we had two people almost ran over us trying to get to us, and I hope the lady isn't listening, but I really thought she couldn't drive that well. I kinda jumped out of the way. Mike kinda stood there, I don't know whether he thought he thought she wasn't going to hit him or not, but I'm kinda scary. So I jumped out of the way, and that's been maybe three months ago, and Mike whipped out his cell phone and called somebody and I told them, I said naw, we want you to come by here so you can see them again. So, but in quite a few areas just remind your officers to look up and if they see where the tennis shoes are, whatever the process is in order to get them down.

Chief Jeter: Yes sir. They report the locations to Lt. Snyder or one of the members of the CLOs or excuse me, the COP Bureau, and they maintain a record of it when reporting it to the appropriate utility company, but it has taken some time because by the time they can get to them and get them down. So they may actually know of the locations, but they may be waiting for the appropriate company to remove them because we don't have the means to do so.

Councilman Shyne: Well tell them to please call again, because within three to four months, I mean you know if it's somebody coming over here from Russia, and if you have, and if it's SWEPCO or whoever it is that's slowing around, lets get to the PSC. And turn them in because I mean all you got to do is get a ladder truck and they go by there and clip it down. It ain't like you got to skin a cat or something. That ain't no big deal. So tell 'em please go by there, 30 days and if they're not down, call back again. Because you got people in the neighborhood who are concerned, who it's really, it really takes away from the good work that you do. It's kinda like the country folks used to say. A cow give a good bucket of milk, and then he kick it over, so it doesn't do any good. Your officers could be doing real good, and I try to explain to them, you know these guys are working hard. They say, they get to working so hard, then I guess they - - - and see that ain't no big deal. I mean you know somebody, cause I started to call Mike one day and tell him to bring one of his trucks out there and let me get up there and clip 'em down. But I'm not as limber as I used to be. These old bones are kinda brittle. But please tell them to kinda check in on it. This is really a problem. The other thing that I'd like to mention. Mr. Mayor, we appreciate getting this legislative report and I would hope that at the end. And I don't want us to do it now Mr. Mayor, cause I've been told that sometimes we take up too much time. Cause you know they have to type all this. I'm not going to call no names, because I don't want you to be looking mean at anybody. But I would hope that if it's any comments, because I like this, and I think it's good. Any

of the Council Members would like to ask you something about it or you all would like to highlight maybe a bill or two that may impact our situation here in Shreveport, why don't you take I want to say, three or four minutes, but it's hard for you and I to take three or four minutes and Calvin too, and Michael too cause Michael is laughing, but not now. Because I see him looking with a little frowned, but at the end, when we don't have to print 'em. And you might want to go through and say this is, I like it, and you're doing a good job. The other thing is Mike Strong. I told the people on Browning Street, that I would put this in your hands, and they are watching on TV. So I want you to come up. Mr. Mayor, I appreciate you coming out the other day. I was sorry that I was tied up with another group of people and I couldn't get over there and walk the streets with you on that end, but we met the other evening. And Mike, let me tell you this before you go. They called me back out there this morning, and they appreciate some of the people coming out. I want to say maybe on yesterday or sometime. They were doing some measuring Mr. Mayor. But I guess with that rain last night, the storm got right over their area and stalled. And they were showing me again where water was just everywhere. And I went to about four or five houses. Of course I think I might have misled them a little bit, and you might have misled them a little bit, and the Mayor, because we said this is only a hundred year rain. I told them, I said, look, I said, we got a lot of rain, I said, it might be another 50 or 60 years before we get another flood in this area. And excuse this expression, but I be doggone if it wasn't about three weeks. So, please, please make sure that you make that a priority. But I told them this morning that I was hoping that we wouldn't get this kind of rain again. But then I really had to tell them Mr. Mayor, I really don't know. I used to be in the weather forecasting, but I got out of it.

Mr. Strong: Councilman, it's not weather forecasting, it's being closer to the Man upstairs.

Councilman Shyne: Mr. Mayor, you've got something on your hands here.

Mr. Strong: The people of Browning, you know the Mayor and I did make a trip out there and these are some of the first assessments. We've already received some back, and found out there is a local media person that actually lives on Browning, and I did a radio interview today that he had received one of these too. So we are getting the word out and what we're doing and to understand this. This is one of the areas that has not had the flooding in the past. This is about the first time to do it. And so that's why we're doing this assessment in that specific area to get all the information in. And so we are not putting it together, when these assessments come in and we appreciate the people of that area for doing this, and to all people of Shreveport, our hearts go out for the ones that did get flooded on May 13th. So we will be working towards that. And the Administration is very committed into moving forward with this area and other areas within the city.

Councilman Shyne: Please do, because I'm supposed to go back out tomorrow. Some of the people Mr. Mayor, about three or four streets over had heard that we'd been out and I'm going to go back tomorrow. Because they told me that they got quite a bit of rain. Because one lady showed me, say look, it was up to the stop sign, and I went and stood up by the stop sign. I really don't got up to the stop sign, but I believe it probably got halfway up there. And even if it got halfway up there Mr. Mayor, we want to kinda look at that. So, I'm going back out there tomorrow and do some more walking and talking to some more folks. Because I want them to understand that we are concerned about their wellbeing and flooding problems. At this point Mr. Thompson, we're going

to put ourselves into - - - I'm sorry. I was about to put ourselves into your hands a little bit too soon, because I feel comfortable. Mr. Holt, would you come forward?

Reports: Property Standards Report

Councilman Shyne: Do we have any questions for Property Standards?

Councilman Lester: I have one Mr. Chairman. Mr. Holt and maybe even Mr. Strong. The issue on Kenner Street, the 1100 block of Kenner Street and the limb. Have we come to some resolution on that?

Mr. Holt: Did you not get my email back?

Councilman Lester: No I didn't.

Mr. Holt: It's adjudicated. I'm going to have the limbs picked up and the tree taken down.

Councilman Lester: Awesome. You answered my question. They will be very happy to hear that.

Mr. Holt: I've already talked to them.

Councilman Shyne: I'm sorry. While I've got you up there, I want to tell you this. I really want the Mayor to hear this too. This house in Hollywood Heights. You know the gentleman that we've been kinda having a problem catching up with? Right there by the drainage ditch. I think he's in the Reserves. You know who I'm talking about?

Mr. Holt: I just got an email about 5 seconds ago. His time ran out on May 31st.

Councilman Shyne: Please. The Mayor and I went by and looked at it. I mean it's just - - - and the people in that area just call me all the time, because it's really an eyesore. And to be truthful with you Jim, I don't really think that they're serious about doing anything. They'll come in and put up two or three 2X4s and then it might be another month. And the Mayor had an opportunity to see. All around, they came in and cut some trees. They promised - - - they cut the trees and they just left them there. And please, move on it. If the time is out on it, please move on it, and let's tear that structure down, and that'll be a less problem for us and for them. So I appreciate it.

Public Hearing: None

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

Confirmations and/or Appointments:

Adding Legislation to the Agenda

The Clerk read the following:

1. **Resolution No. 158 of 2008:** A resolution suspending the effects of certain provisions of Chapter 10 relative to alcoholic beverages for the Let the Good Times Roll Festival on June 20 through 22, 2008 and to otherwise provide with respect thereto. (A/Lester)
2. **Resolution No. 159 of 2008:** A resolution to request the Governor to call, and the Legislature to support, a special session of the Louisiana Legislature to approve the current or an improved Income Tax Credit Program for Infrastructure Projects

related to film, video or television production and to otherwise provide with respect thereto

Motion by Councilman Lester, seconded by Councilman Bowman to add Resolution No(s) 158 and 159 of 2008. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

Public Comments (*Agenda Items to be Adopted*)

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:

1. **Resolution No. 130 of 2008**: Declaring the City's interest in certain adjudicated properties as surplus and otherwise providing with respect thereto. (A/Lester, B/Walford, C/Long, E/Webb, and G/Bowman) (Postponed May 27, 2008)

Read by title and as read, motion by Councilman Bowman, seconded by Councilman Long to remove Resolution No. 130 of 2008 from the agenda. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

RESOLUTION NO. 145 OF 2008

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND THE CITY OF RUSTON, AND OTHERWISE PROVIDING WITH RESPECT THERETO

WHEREAS, La. R.S. 38:2212.1(f) authorizes both the City of Shreveport and the City of Ruston to enter into a cooperative purchasing agreement pursuant to the Louisiana Procurement Code La. R.S. 39:1701, et seq; and

WHEREAS, the City of Shreveport and the City of Ruston desire to enter into a cooperative purchasing agreement under the terms of a contract the City of Shreveport entered into under the terms of IFB No. 07-038.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Cedric B. Glover, Mayor, be and is hereby authorized to execute an agreement between the City of Shreveport and the City of Ruston, substantially in accordance with the draft thereof filed in the Office of the Clerk of Council on May 14, 2008, and attached hereto as Exhibit A.

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

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

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

Councilman Shyne: Mr. Mayor, the reason why the Chair made that motion, I'm kinda an old Lincoln Parish Boy, you know Ruston is in Lincoln Parish. So I appreciate what you all are doing.

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

RESOLUTION NO. 146 OF 2008

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE GRANT DOCUMENTS WITH THE U. S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, AND OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the U. S. Department of Justice, Office of Community Oriented Policing Services, has invited the City of Shreveport Police Department to apply for grant funding under the COPS 2008 Universal Hiring Program; and

WHEREAS, the award, if approved, will provide up to \$750,000 over a three year period for ten full-time entry-level sworn law enforcement officers. As a match, the City of Shreveport will be required to fund the remaining cost of approximately \$387,000 over a three year period. The estimated salary and benefit cost to the City of Shreveport for the first three years is estimated as follows: Year one; \$100,000, year two; \$127,000, year three; \$160,000. After year three, the City of Shreveport will be required to retain the law enforcement officer positions created under the COPS 2008 Universal Hiring Program at an annual cost of approximately \$380,000 per year.

WHEREAS, the City of Shreveport Police Department shall make application to receive funding as part of the COPS 2008 Universal Hiring Program for the addition of ten full-time law enforcement officers. The additional positions will be used to create a Community Response Unit that will compliment existing community oriented policing strategies such as Operation T-Bone, and work by the Community Liaison Officers (CLOs). The unit will be developed as a permanent addition to the Police Department, and will address crime in the community through collaboration with existing police department and City resources.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened, that it does hereby authorize the execution by Cedric B. Glover, Mayor, those grant documents necessary to apply and receive funding

established within the COPS 2008 Universal Hiring Program administered by the U. S. Department of Justice, Office of Community Oriented Policing Services.

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 affect without the invalid provisions, items or applications and to this end the provisions of this Resolution are hereby declared severable.

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

Read by title and as read, motion by Councilman Bowman, seconded by Councilman Long to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

RESOLUTION NO. 147 OF 2008

A RESOLUTION CONSENTING TO AND AUTHORIZING THE ASSIGNMENT AND ASSUMPTION OF A PROMISSORY NOTE AND MORTGAGE EXECUTED BY MCADOO LIMITED PARTNERSHIP IN FAVOR OF THE CITY OF SHREVEPORT; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATIVE TO THE ASSIGNMENT AND ASSUMPTION OF THE PROMISSORY NOTE AND MORTGAGE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

By:

WHEREAS, McAdoo Limited Partnership (“the Partnership”) was awarded a Neighborhood Improvement Leveraging Program (“NILP”) loan in January, 1988 by the City of Shreveport in the amount of \$250,000.00; and

WHEREAS, the loan funds were used for rehabilitation of the McAdoo Hotel located at 1002 Texas Avenue, Shreveport, Caddo Parish, Louisiana (“the property”); and

WHEREAS, the loan was evidenced by a mortgage and note on the property (collectively “McAdoo debt”) in favor of the City of Shreveport; and

WHEREAS, loan payments were deferred for fifteen (15) years. The first payment was due on July 1, 2003; and

WHEREAS, the Partnership has made no payments on the loan to date. The amount of the unpaid principal and interest on the note is \$322,288.78; and

WHEREAS, Macadoo Partners, LP has made an offer to purchase the property from the Partnership and has submitted a request to the City to formally assume the McAdoo debt and perform all of the covenants and conditions contained in the loan documents originally executed by the Partnership in 1988; and

WHEREAS, acquisition of the property and the assumption of the McAdoo debt by Macadoo Partners will preserve much needed affordable housing for hard to place persons and result in repayment of the loan.

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

1) the City Council hereby consents to and authorizes the assignment and assumption of the promissory note and mortgage executed by McAdoo Limited Partnership in favor of the City of Shreveport to McAdoo Limited Partnership; and

2) the Mayor of the City of Shreveport is hereby authorized to execute and deliver, for and on behalf of the City of Shreveport any and all documents relative to the assignment and assumption of the promissory note and mortgage by McAdoo Limited Partnership after review and approval of such document(s) by the Office of the City Attorney.

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

Read by title and as read, motion by Councilman Lester, seconded by Councilman Long to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

5. **Resolution No. 148 of 2008**: A resolution to receive and accept the 56 Point Best Practices Plan to enhance the safety of the public and patrons at certain establishments that sell alcoholic beverages, and to otherwise provide with respect thereto.

Read by title and as read, motion by Councilman Bowman, seconded by Councilman Wooley to postpone until the next regular meeting.

Councilwoman Bowman: Mr. Chairman, I need to also make note that we've changed that special Public Safety Meeting dealing with this 56 Point Plan to the 19th at 3:30 in the Mayor's Conference Room. That's the 19th at 3:30 in the Mayor's Conference Room.

Councilman Shyne: Did you check with Councilman Long before you came to that decision?

Councilwoman Bowman: Don't start today.

Councilman Shyne: Mike, I'm trying to get you in on this.

Councilman Long: I'm sorry, what was that?

Councilman Shyne: I asked the Chairman over there of the Public Safety Committee if she had an opportunity to check with you before she changed the date of the meeting.

Councilman Long: I would prefer 1:30, but 2:00 is fine.

Councilman Webb: 3:30 is where we're going.

Councilwoman Bowman: It was the better time for Chief Whitehorn.

Councilman Shyne: 3:30, June 19th right?

Councilwoman Bowman: Yes sir. Boy that's a holiday. I just - - - wow Sharon.

Councilman Shyne: Wait a minute. Charles, she wants me to go to work on June tenth day. Traditionally, I've always taken that day off. The 19th of June.

Mayor Glover: Now Mr. Shyne, obviously this is a Council function. I just expressed my desire to be able to be in attendance at the meeting, unfortunately I will be out of town on the 17th and suggested to Council Member Bowman that the 19th would work for me. I did that not realizing that it was in fact June 19th, now I will be working and the Administration will be working. We'll start and celebrate after the work is done, but now the Council sets it's own agenda, and sets it's own schedule. So I will obviously comport myself and the rest of the Administration will based on what the Council's inclination happens to be.

Councilman Shyne: You know Councilwoman Bowman, I'll go along with it, but in memory of my foreparents and those of Mr. Davis that I see sitting out in the audience, we generally will take June 19th off and go to church and pray a little bit. And then when you get through with church, we'd have a little barbeque and some lemonade.

Mayor Glover: Well Mr. Chairman in honor of the occasion, I would suggest that we all go and pray and send up some arms prior to the meeting and if it's okay with Chairman Bowman, I'll make sure that the Administration will sponsor the barbeque.

Councilman Shyne: I'll be there. Now wait a minute, I don't want you to think you bought my vote with some barbeque. Ron, don't you leave here going back and telling people that he bought me with barbeque.

Councilman Webb: I'm going to tell everybody.

Mayor Glover: But Mr. Chairman, we just happen to know where the Council's favorite barbeque place is so we'll, just have Sharon if she will to put the order in and send the invoice to the Mayor's office.

Councilman Shyne: Well Mr. Mayor, I'll agree because you suggested that date, not because of the barbeque. Now Mr. Davis you understand what I'm saying. Huh? Okay.

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

6. **Resolution No. 149 of 2008**: A resolution amending Section 4.6 of the City Council Rules of Procedure relative to Rules of Debate and otherwise providing with respect thereto.

Read by title and as read, motion by Councilman Bowman, seconded by Councilman Long to postpone until the next regular meeting.

Councilman Shyne: Mr. Walford is not here, and I think he requested that from you.

Councilwoman Bowman: That's the one that you came by and mentioned that you know, I don't know where - - - I guess we'll talk to Councilman Walford when he returns about this one.

Councilman Shyne: I think he want's it postponed.

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

RESOLUTION NO. 150 OF 2008

A RESOLUTION SUSPENDING THE EFFECTS OF CERTAIN PROVISIONS OF CHAPTER 10 RELATIVE TO ALCOHOLIC BEVERAGES AND CHAPTER 106 RELATIVE TO ZONING FOR PROPERTY LOCATED AT ST. VINCENT MALL FOR THE ANNUAL FIRECRACKER RUN ON JULY 4, 2008 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

By: Councilman Walford

WHEREAS, Sport Spectrum located at St. Vincent Mall intends to host the annual Firecracker Run July 4, 2008; and

WHEREAS, the establishment desires to dispense, and allow the consumption of alcoholic beverages on the grassy knoll on the Fairfield side of St. Vincent Mall, between the hours of 7:00 a.m. - 12:00 p.m.; and

WHEREAS, Section 106-130(6) provides that unless otherwise excepted, all uses shall be operated entirely within a completely enclosed structure; and

WHEREAS, any special exception approval granted to the establishment for alcoholic beverage sales, consumption and/or dispensing does not specifically authorize outside sales and/or consumption on the premises; and

WHEREAS, Section 10-80(a) of the Code of Ordinances makes it unlawful for any person to sell, barter, exchange or otherwise dispose of alcoholic beverages except within those sections of the City wherein such sale is permitted by the applicable zoning ordinance; and

WHEREAS, Section 10-103(a)(5) of the Code of Ordinances provides that the City Council may suspend or revoke any permit if a retailer allows any person to consume any alcoholic beverage on the licensed premises or on any parking lot or open or closed space within or contiguous to the licensed premises without a proper license; and

WHEREAS, activities planned by Sport Spectrum in conjunction with the Firecracker Run is open to the public as spectators or participants; and

WHEREAS, the adoption of this Resolution would allow the dispensing, and consumption of alcoholic beverages on the grassy knoll on the Fairfield side of St. Vincent Mall, on July 4, 2008, between the hours of 7:00 a.m. - 12:00 p.m. for activities associated with the Firecracker Run.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened Sections 106-130(6), 10-103(a)(5) and 10-80(a) of the Code of Ordinances are hereby suspended on July 4, 2008 from 7:00 a.m. - 12:00 p.m. for activities associated with the Firecracker Run sponsored by Sport Spectrum, on the grassy knoll on the Fairfield side of St. Vincent Mall.

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

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

provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

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

Read by title and as read, motion by Councilman Webb, seconded by Councilman Wooley to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

RESOLUTION NO. 151 OF 2008

BY:

A RESOLUTION AUTHORIZING THE INSTITUTION OF EXPROPRIATION PROCEEDINGS AGAINST CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF SHREVEPORT IN CONNECTION WITH THE SOUTHEAST SHREVEPORT WATER DISTRIBUTION IMPROVEMENTS - PHASE 1, PROJECT NO: 05-E009, PARCEL NOS: U-33, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Shreveport has developed the Southeast Shreveport Water Distribution Improvements - Phase 1, Project No: 05-E009; and

WHEREAS, the properties described in the legal descriptions, and more fully shown on the plat maps attached hereto, is situated in said development; and

WHEREAS, all attempts to amicably acquire necessary property rights to the properties comprising Parcel No: U-33 have failed; and

WHEREAS, public necessity dictates that servitude across, under and through this property be owned by the City of Shreveport for the installation of water distribution lines; and.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the properties described and attached hereto as Parcel No: U- 33, to be acquired in permanent utility servitude for use by the City of Shreveport.

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.

RESOLUTION NO. 152 OF 2008

BY:

A RESOLUTION AUTHORIZING THE INSTITUTION OF EXPROPRIATION PROCEEDINGS AGAINST CERTAIN DESCRIBED PROPERTIES WITHIN

THE CITY OF SHREVEPORT IN CONNECTION WITH THE SOUTHEAST SHREVEPORT WATER DISTRIBUTION IMPROVEMENTS - PHASE 1, PROJECT NO: 05-E009, PARCEL NOS: U-48A, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Shreveport has developed the Southeast Shreveport Water Distribution Improvements - Phase 1, Project No: 05-E009; and

WHEREAS, the properties described in the legal descriptions, and more fully shown on the plat maps attached hereto, is situated in said development; and

WHEREAS, all attempts to amicably acquire necessary property rights to the properties comprising Parcel No: U-48A have failed; and

WHEREAS, public necessity dictates that servitude across, under and through this property be owned by the City of Shreveport for the installation of water distribution lines; and.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the properties described and attached hereto as Parcel No: U- 48A, to be acquired in permanent utility servitude for use by the City of Shreveport.

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.

RESOLUTION NO. 153 OF 2008

BY:

A RESOLUTION AUTHORIZING THE INSTITUTION OF EXPROPRIATION PROCEEDINGS AGAINST CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF SHREVEPORT IN CONNECTION WITH THE SOUTHEAST SHREVEPORT WATER DISTRIBUTION IMPROVEMENTS - PHASE 1, PROJECT NO: 05-E009, PARCEL NOS: U-70, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Shreveport has developed the Southeast Shreveport Water Distribution Improvements - Phase 1, Project No: 05-E009; and

WHEREAS, the properties described in the legal descriptions, and more fully shown on the plat maps attached hereto, is situated in said development; and

WHEREAS, all attempts to amicably acquire necessary property rights to the properties comprising Parcel No: U-70 have failed; and

WHEREAS, public necessity dictates that servitude across, under and through this property be owned by the City of Shreveport for the installation of water distribution lines; and.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the properties described and attached hereto as Parcel No: U- 70, to be acquired in permanent utility servitude for use by the City of Shreveport.

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.

RESOLUTION NO. 154 OF 2008

BY:

A RESOLUTION AUTHORIZING THE INSTITUTION OF EXPROPRIATION PROCEEDINGS AGAINST CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF SHREVEPORT IN CONNECTION WITH THE SOUTHEAST SHREVEPORT WATER DISTRIBUTION IMPROVEMENTS - PHASE 1, PROJECT NO: 05-E009, PARCEL NOS: U-71 & 72, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Shreveport has developed the Southeast Shreveport Water Distribution Improvements - Phase 1, Project No: 05-E009; and

WHEREAS, the properties described in the legal descriptions, and more fully shown on the plat maps attached hereto, is situated in said development; and

WHEREAS, all attempts to amicably acquire necessary property rights to the properties comprising Parcel No: U-71 & 72 have failed; and

WHEREAS, public necessity dictates that servitude across, under and through this property be owned by the City of Shreveport for the installation of water distribution lines; and.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular and legal session convened, that the expropriation of this property is necessary for the public interest; therefore, the City Attorney be and he is hereby authorized to institute expropriation proceedings against the owners of record, as they might appear at the time of filing suit, of the properties described and attached hereto as Parcel No: U- 71 & 72, to be acquired in permanent utility servitude for use by the City of Shreveport.

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 Webb to adopt Resolution No(s) 151, 152, 153, and 154 of 2008. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, and Webb, Shyne. 5. Nays: Councilwoman Bowman. 1. Absent: Councilman Walford. 1.

RESOLUTION NO. 158 OF 2008

A RESOLUTION SUSPENDING THE EFFECTS OF CERTAIN PROVISIONS OF CHAPTER 10 RELATIVE TO ALCOHOLIC BEVERAGES FOR THE LET THE GOOD TIMES ROLL FESTIVAL ON JUNE 20 THROUGH 22, 2008 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: Councilman Lester

WHEREAS, Rho Omega and Friends, a non-profit corporation of Rho Omega Chapter of Omega Psi Phi Fraternity, intends to sponsor the Let the Good Times Roll Festival at Festival Plaza on June 20 through 22, 2008; and

WHEREAS, a major liquor company wishes to participate as a sponsor of the festival, and Rho Omega and Friends wishes to sell and serve beverages of both high and low alcoholic content; and

WHEREAS, the event will contribute to the economic, recreational and cultural opportunities and development of the city; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that Sections 10-80(a) and 10-172(a) of the Code of Ordinances are hereby suspended to the extent necessary to allow the sale, dispensing and consumption of beverages of high and low alcoholic content at the Let the Good Times Roll Festival at Festival Plaza on June 20 through 22, 2008 between the hours of 5:00 p.m. and midnight on Friday, June 20th, between the hours of 12:00 noon and 12:00 midnight on Saturday June 21st, and between the hours of 10:00 a.m. and 12:00 midnight on June 22nd.

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

BE IT FURTHER RESOLVED that if any provision 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 Lester, seconded by Councilman Long to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, and Webb, Shyne, and Bowman 6. Nays: Absent: Councilman Walford. 1.

RESOLUTION NO. 159 OF 2008

A RESOLUTION TO REQUEST THE GOVERNOR TO CALL, AND THE LEGISLATURE TO SUPPORT, A SPECIAL SESSION OF THE LOUISIANA

LEGISLATURE TO APPROVE THE CURRENT OR AN IMPROVED INCOME TAX CREDIT PROGRAM FOR INFRASTRUCTURE PROJECTS RELATED TO FILM, VIDEO OR TELEVISION PRODUCTION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY: COUNCILMAN LESTER

WHEREAS, the film industry has recently experienced a tremendous growth within our state, which is directly attributed to the incentives passed by the Legislature; and
WHEREAS, in 2007, the northwest area of our state had a total of 24 productions with budgets totaling \$181.5 million, with over a third of those budgets spent locally. For 2008, this area has 14 productions completed, or in progress with a value of over \$185 million; and

WHEREAS, because of the film industry, crewmembers and others have moved into Northwest Louisiana, bought homes, enrolled their children in schools and are contributing positively to our efforts to redevelop neighborhoods; and

WHEREAS, significant amounts of non-public money have been (and will be) invested in sound stages, studios and support enterprises; and

WHEREAS, the impact of the publicity surrounding the film industry is immeasurable, both in terms of low-cost exposure across the nation, as well as, positive assistance to our economic recruitment and development efforts; and

WHEREAS, Louisiana's income tax credits now cover almost all aspects of film production in the state, and apply to specific productions as well as infrastructure projects; and

WHEREAS, employment in Louisiana's film industry has grown 23 percent per year since 2001, the highest growth in the nation; and

WHEREAS, the Louisiana film industry supported 5,437 jobs in 2003. By 2005, an additional 13,445 jobs were created, and wages have increased more than 31 percent each year; and

WHEREAS, Louisiana is the leading film location outside of the traditional production hubs of California and New York; and

WHEREAS, in 2003, film spending added \$7.4 million to the state economy in the form of wages, profits, sales taxes, etc. In 2005, this rose to nearly \$344 million. Since the program's inception in 2002, production expenditures from motion pictures made in Louisiana exceed \$2 billion; and

WHEREAS, over \$204 million in direct production payroll wages have been earned by Louisiana residents; and

WHEREAS, Louisiana's film tax credit program is unique and effective because it is comprehensive and it relies on private investment; and

WHEREAS, a vital aspect of the tax credit program, the 40 percent credit allowed for infrastructure projects related to film, video, or television production, such as building new studios, post-production facilities, and sound stages, will sunset on January 1, 2009; and

WHEREAS, about 45 states offer some form of film-making tax breaks to spur the economic development and job creation offered by the film industry, and Louisiana must continue to offer one of the best programs if we are to continue to be successful.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the Governor of the State of Louisiana is

requested to call a Special Session of the Louisiana Legislature in 2008, to approve the current or an improved Income Tax Credit Program for Infrastructure Projects related to film, video and television production, to prevent the Tax Credit Program for Infrastructure Projects related to film, video, and television production from expiring on January 1, 2009.

BE IT FURTHER RESOLVED that the Louisiana Legislature is requested to support a special session and to approve the necessary legislation to prevent the Tax Credit Program for Infrastructure Projects related to film, video, and television production from expiring on January 1, 2009.

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

Councilman Lester: Mr. Mayor, on your initiative with the trying to get the Governor to go for a special session on that tax credit, have you got any support from anybody in Baton Rouge, or I'll say municipal support in Baton Rouge, Jefferson or New Orleans about that, or have you had a chance to talk to any of those folks at all?

Mayor Glover: Not to say anybody that I'd want to put on record today. This is something that obviously I know that they are concerned about. And I think are just beginning to recognize what's at stake. So, I'd rather let them speak for themselves at this point.

Councilman Long: Okay, I just wanted to - - - just curious.

Mayor Glover: But those discussions are out there, and hopefully we'll know a little bit from them in the next several days.

Councilman Long: I just would hope that in public comment today, that they would strongly consider your effort and get behind you.

Mayor Glover: Thank you Councilman.

Mr. Thompson: Mr. Chairman since I believe the Mayor is going to Baton Rouge tomorrow, I've asked the staff to see if they can get it prepared for his signature and your signature, so I would you to stick around until Lynette gets here.

Mayor Glover: And Mr. Chairman, Councilman Long, let me amend what I just said in terms of expressed support. Got a very strongly worded letter of support today from our neighbor across the river, Mayor Walker who is sending members of his staff tomorrow with us as well. Sent a letter today to members of the delegation in no uncertain terms expressing his support for what we're doing, the need to convene to address these issues before the end of the calendar year. And so yes, I would count him, because that is on paper and on record.

Councilman Long: Thank you.

Councilman Shyne: I would think that the Mayors of Minden and Mansfield would be very supportive, because these cities have gotten some national exposure. Mansfield in *The Great Debaters*, and Minden.

Mayor Glover: Mr. Chairman, Minden specifically is referenced in the movie, I think it's *The Long Shots*, if I'm not mistaken, that was just done here with Ice Cube. The trailer for that movie is out specifically, and that as you may know is a movie about a young girl who becomes the quarterback of a football team. And not only is Minden a major part of the setting for the movie, the team itself is named the Minden Browns. So, as far as the movie itself is concerned, it will be set in Minden. And so that would be a substantial amount of exposure for the City of Minden, Webster Parish, and what have you. So I don't want to speak for them. I'm waiting until those expressions come in, like what Mayor Walker has already put on paper today and forwarded to us here.

Councilman Shyne: Shelly, keep your eyes open, because we might have some girls around here who can throw that football. And if they got an opening for some old coaches make sure you call me hear? I think I can kinda handle that role. I can't get out and run like I used to Joyce, but I can still stand on the sideline and do a little hollering.

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

INTRODUCTION OF RESOLUTIONS: *(Not to be adopted prior to June 24, 2008)*

1. **Resolution No. 155 of 2008:** A resolution authorizing the Mayor to execute and interagency agreement on behalf of the City of Shreveport with the Louisiana Department of Transportation and Development and the Caddo Levee District, and otherwise providing with respect thereto.
2. **Resolution No. 156 of 2008:** A resolution authorizing the institution of expropriation proceedings against certain described property within the City of Shreveport in connection with the Ledbetter Heights Land Banking Project, Project No. 07A001, Parcel No. P-16. (B/Walford)
3. **Resolution No. 157 of 2008:** A resolution authorizing the Mayor to execute grant document with the United States Department of Justice Programs, and otherwise provide with respect thereto.

Read by title and as read, motion by Councilman Wooley, seconded by Councilman Webb to introduce Resolution No(s). 155, 156, and 157 of 2008 to lay over until June 24, 2008 meeting. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

INTRODUCTION OF ORDINANCES: *(Not to be adopted prior to June 24, 2008)*

1. **Ordinance No. 61 of 2008:** An ordinance closing and abandoning the 72 foot-wide Frondrosa Drive unimproved public right of way running between Pines

Road and intersection with Frondrosa Drive and Southcrest Drive located in the SE ¼ of Section 14 (T17N-R14W), Shreveport, Caddo Parish, Louisiana and otherwise provide with respect thereto. (G/Bowman)

2. **Ordinance No. 62 of 2008**: An ordinance closing and abandoning a portion of the 20 foot-wide alleyway running between Southern Avenue, and Lexington Street bounded by Pierremont Road to the North and 60th Street to the south in the Southfield Park Unit 3 Subdivision located in the NW ¼ of the NE ¼ section 24 (T17N-R14W), Shreveport, Caddo Parish, Louisiana, and to otherwise provide with respect thereto. (C/Long)
3. **Ordinance No. 63 of 2008**: An ordinance creating and establishing the intersection of Reunion Drive and South Reunion Drive as a stop intersection and to otherwise provide with respect thereto. (D/Wooley)
4. **Ordinance No. 64 of 2008**: An ordinance designating the boundaries of the Milam Street Economic Development District and otherwise providing with respect thereto. (A/Lester)

Read by title and as read, motion by Councilman Wooley, seconded by Councilman Long to introduce Ordinance No(s). 61, 62, 63, and 64 of 2008 to lay over until June 24, 2008 meeting.

Councilwoman Bowman: I have a correction. On 61, that is in District D. Frondrosa and Southcrest Drive. Just want to make sure it's corrected.

Ms. Johnson: Thank you Ms. Bowman.

Councilman Shyne: Whoever made that big mistake, please correct it.

Ms. Johnson: The official agenda says District G Ms. Bowman.

Councilman Bowman: No this doesn't.

Councilman Webb: Mine says G.

Councilman Lester: The electronic has it wrong.

Councilman Shyne: Oh okay, well see Bea didn't fix the electronic agenda. It's the other person who works over across the hall that did the electronic so we'll take that from Bea Mr. Thompson, how is that?

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

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

1. **Ordinance No. 191 of 2007**: An ordinance authorizing the issuance of not to exceed \$9,000,000 of the City of Shreveport, State of Louisiana Taxable Special Facilities Revenue Bonds on behalf of the Shreveport Airport Authority, authorizing the pledge of certain revenues to secure the Bonds, awarding the Bonds to the Purchaser thereof, AUTHORIZING THE MAYOR TO EXECUTE

DOCUMENTS RELATED TO AN INTEREST RATE SWAP AGREEMENT;
and providing otherwise with respect thereto. (*Postponed May 27, 2008*)

Having passed first reading on October 23, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Walford.

Amendment No.1 to Ordinance No. 191 of 2007

Amend the ordinance as follows:

Delete the ordinance as introduced and substitute the attached ordinance.

Motion by Councilman Long, seconded by Councilman Lester to adopt Amendment No. 1 to Ordinance No. 191 of 2007 Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

Motion by Councilman Long, seconded by Councilman Webb to adopt Ordinance No. 191 of 2007 as amended. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

Councilwoman Bowman: Congratulations Ron.

2. **Ordinance No. 47 of 2008**: An ordinance amending and reenact Section 10-190 of the Code of Ordinances relative to drinking in public and to otherwise provide with respect thereto. (A/Lester) (*Postponed May 27, 2008*)

Having passed first reading on May 13, 2008 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 Wooley to postpone.

Councilman Shyne: We have our Airport Director here, did you all want him to come up and say a word or two?

Mr. Thompson: Yes, we want him to explain the Bonds.

Councilman Lester: It's a little late for that now.

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

Councilman Shyne: Now did anybody want any information on 191? Kinda ran through it kinda quick. If not Mr. Brown, we appreciate you gracing our Council Meeting today. Thank you and come back again. Mr. Thompson.

3. **Ordinance No. 52 of 2008**: An ordinance amending the 2008 Capital Improvements Budget and to otherwise provide with respect thereto.

Having passed first reading on May 27, 2008 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 Webb to adopt. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

4. **Ordinance No. 53 of 2008**: An ordinance amending the 2008 Budget for the Public Safety Grants Special Revenue Fund, and otherwise providing with respect thereto.

Having passed first reading on May 27, 2008 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, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1..

5. **Ordinance No. 54 of 2008**: An ordinance amending certain sections of Chapter 62 of the Code of Ordinances relative to fees charged by the Department of Public Assembly and Recreation, and to otherwise provide with respect thereto.

Having passed first reading on May 27, 2008 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.

AMENDMENT NO 1 TO ORDINANCE NO. 54 OF 2008

Amend Section 62-78 to the ordinance now read as follows:

Sec. 62-78. Fee schedule.

A fee schedule for activities, rentals and uses in the department of public assembly and recreation is hereby established as follows:

Description Fee

Aquatics:

Pool Membership (Individual) \$40.00

Motion by Councilman Wooley, seconded by Councilman Long to adopt Amendment No. 1 to Ordinance No. 54 of 2008.

Councilman Shyne: I believe all of us got a copy of the changes. And Shelly, we thank you for that. I don't know whether you had any help from Mike. Mike, I won't bring you in on this, but Shelly I know from time to time, you probably consult with Mike Strong on different things, and I didn't know whether you had consulted with him on fee changes. Because I know he's good at changing fees.

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

Motion by Councilman Wooley, seconded by Councilman Long to adopt Ordinance No. 54 of 2008 as amended. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

6. **Ordinance No. 55 of 2008**: An ordinance declaring a public servitude on certain adjudicated properties and otherwise providing with respect thereto. (A/Lester)

Having passed first reading on May 27, 2008 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 Wooley to adopt.

Councilwoman Bowman: Councilman Lester, on these are we holding up on all of the adjudicated properties or servitudes or whatever until after we get notice from the Administration?

Councilman Lester: This is a different situation Madam Bowman. You remember the last Council Meeting, there is a utilities project that we're in the middle of doing in the Russell Road, Martin Luther King area.

Councilwoman Bowman: Okay, I know. I understand now.

Councilman Lester: One of them was left out, so they had to do the servitude so they could keep the project moving.

Councilwoman Bowman: I know exactly which one you're talking about. Thank you.

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

7. **Ordinance No. 60 of 2008**: An ordinance to enact Sections 10-8, 10-159 and 10-186 of the City of Shreveport Code of Ordinances relative to alcoholic beverages and to otherwise provide with respect thereto.

Having passed first reading on May 27, 2008 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 Councilmen Lester, Long, and Shyne to postpone. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

8. **Ordinance No. 44 of 2008**: APPEAL CA-03-08: An ordinance closing and abandoning a portion of the Flournoy Lucas Road running south and west from Ellerbe Road for approximately 365 feet, located in the NW ¼ of Section (T16N-R13W), Shreveport, Caddo Parish, Louisiana, and exchanging said property with the YMCA, and to otherwise provide with respect thereto. (*Postponed May 27, 2008*)

Having passed first reading on May 27, 2008 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 remove Ordinance No. 44 of 2008 from the agenda. Motion approved by the following vote: Ayes: Councilmen Lester, Long, Wooley, Webb, Shyne, and Bowman. 6. Nays: None. Absent: Councilman Walford. 1.

9. **Ordinance No. 58 of 2008**: ZONING - C-25-08: 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 N. Market, 3,322 feet north of Martin Luther King Drive, Shreveport, Caddo Parish, Louisiana, from R-1D, Urban, One-Family Residence District to B-1, Buffer Business District and to otherwise provide with respect thereto. (A/Lester)

Having passed first reading on May 27, 2008 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 Wooley to postpone until the next regular meeting.

Councilman Lester: And just for the record, Mr. Kirkland I want to talk to you and your staff about this one after the meeting.

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

10. **Ordinance No. 59 of 2008**: ZONING – C-29-08: 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 Klug Pines Road, 600 feet south of the 70th Street, Shreveport, Caddo Parish, Louisiana, from R-1D, Urban, One-Family Residence District to R-1D-E, Urban One-Family Residence/Extended Use District limited to “A 50-Bed Dormitory” only, and to otherwise provide with respect thereto. (G/Bowman)

Having passed first reading on May 27, 2008 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Bowman, seconded by Councilman Wooley to adopt.

Councilman Shyne: I'd just like to make the point at this particular time to let you all know that we are extremely proud of what you all are doing out in that area. And it's truly an enhancement to the City of Shreveport, and actually to the State of Louisiana. Because you all will be bringing in international people that get an opportunity to see what we're doing here in Louisiana, in Northwest Louisiana, in the City of Shreveport. So, this is a plus for us.

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

The adopted ordinances and amendments follow:

BOND ORDINANCE NO. 191 OF 2007

A BOND ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,000,000 OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA TAXABLE SPECIAL FACILITIES REVENUE BONDS ON BEHALF OF THE SHREVEPORT AIRPORT AUTHORITY, AUTHORIZING THE PLEDGE OF CERTAIN REVENUES TO SECURE THE BONDS, AWARDING THE BONDS TO THE PURCHASER THEREOF, AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO AN INTEREST RATE SWAP AGREEMENT; AND PROVIDING OTHERWISE WITH RESPECT THERETO.

WHEREAS, the City of Shreveport, State of Louisiana (the "Issuer") desires to incur debt and issue not to exceed Nine Million Dollars (\$9,000,000) aggregate principal amount of its Taxable Special Facility Revenue Bonds, Series 2008 (the "Bonds") in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, for the acquisition, construction and equipping of a 70,000 square foot Cargo Freight Facility at the Shreveport Regional Airport (the "Project") and paying the costs of issuance thereof; and

WHEREAS, as security for the payment of the Bonds issued pursuant to this Bond Ordinance and any payment obligation under an interest rate swap agreement (including, without limitation, any termination payments under such swap agreement), the Issuer has agreed to assign and pledge to the Paying Agent, the Security (as hereinafter defined); and

WHEREAS, Regions Bank, a state banking corporation (the "Bank"), will issue its Letter of Credit (as hereinafter defined) in favor of the Paying Agent, for the account of the Issuer, obligating the Bank to pay to the Paying Agent during the periods described therein, upon request and in accordance with the terms thereof, the amounts described therein for the purpose of making certain payments on or with respect to the Bonds (other than Pledged Bonds which shall not be entitled to any benefit of the Letter of Credit); and

WHEREAS, the City desires to enter into an interest rate swap evidenced by 1) the execution of an ISDA Master Agreement, a related Schedule and one or more Confirmation Letters, by and between Morgan Keegan Financial Products, Inc. (the "Provider") and the Issuer, and a Replacement Transaction Agreement and Credit Support Annex, between the Issuer, the Provider and Deutsche Bank AG, New York Branch, as a Credit Support Provider (the "CSP") (together, all such agreements constituting the "Swap Agreement") or 2) the execution of an ISDA Master Agreement, a related Schedule and one or more Confirmation Letters, by and between Regions Bank (the "Provider") and the Issuer (together, all such agreements constituting the "Swap Agreement");

WHEREAS, this City Counsel desires to approve the terms of the Swap and the form of the Swap Agreement and to authorize the Mayor to execute and deliver the Swap

Agreement and other agreements or documents, and take any other actions, in connection with the Swap;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

ARTICLE I Definitions. In this Bond Ordinance capitalized terms shall the following meanings unless the context otherwise requires:

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Issuer as debtor under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

“Airport System” means the whole and each and every part of the existing airport system of the City, including the Shreveport Regional Airport and the Downtown Municipal Airport, and any other airport or aviation facility owned or operated by the City and designated by the City to be a part of the Airport System, comprising all runways, taxiways, landing pads navigational and landing aids, control towers, facilities for storage of aircraft and for parking of automobiles, roadway, passenger and freight terminals, lands, easements and rights in land for clear zone and approach purposes, maintenance hangars and related facilities and all equipment, buildings, grounds, facilities, utilities and structures owned, leased or operated by the City in connection with or for the promotion or the accommodation of air commerce and air navigation and services in connection therewith, together with all additions, betterments, extensions and improvements thereto or any part thereof hereafter acquired or constructed.

“Alternate Letter of Credit” means an irrevocable letter of credit delivered to, and accepted by, the Paying Agent including any amendment, reissuance, replacement, renewal or extension thereof.

“Authority” means Shreveport Airport Authority.

“Authorized Denomination” means (a) prior to the Conversion Date, \$100,000 or any integral multiple of \$5,000 in excess thereof, and (b) on or after the Conversion Date, \$5,000 or any integral multiple thereof.

“Bank” means Regions Bank, a state banking corporation, as the issuer of the Original Letter of Credit, its successor and their assigns, and, upon the acceptance of any Alternate Letter of Credit by the Paying Agent as provided herein, the issuer of such Alternate Letter of Credit, its successors and their assigns.

“Beneficial Owner” means the Person in whose name a Bond is recorded as beneficial owner of such Bond by the Securities Depository or a Participant or an Indirect Participant on the records of such Securities Depository, Participant or Indirect Participant, as the case may be, or such Person’s subrogee.

“Bond” or **“Bonds”** means the City of Shreveport, State of Louisiana Special Facilities Revenue Bonds, Series 2008, authorized to be issued pursuant to Sections 2.01.

“Bond Counsel” means a firm of nationally recognized attorneys at law reasonably acceptable to the Issuer and experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 1.03(a) of the Code.

“Bond Fund” means the fund created by Section 5.01 of this Bond Ordinance.

“Bond Purchase Fund” means the fund created by Section 5.02 of this Bond Ordinance.

“Bond Ordinance” or **“Ordinance”** means this ordinance adopted by the Issuer on _____, 2008, authorizing and approving the issuance and sale of the Bonds.

“Bondholder,” “Holder” or **“holder”** means the record owner of any Bond.

“Book-Entry System” means a book entry system of registration for the Bonds established and operated for the recordation of Beneficial Owners of the Bonds pursuant to Section 2.15 of this Bond Ordinance.

“Business Day” means any Monday, Tuesday, Wednesday, Thursday or Friday on which the Bank, the Paying Agent’s payment office and the Remarketing Agent are each open for business; provided, that for purposes of counting the number of Business Days prior to a given day, “Business Day” means any Monday, Tuesday, Wednesday, Thursday or Friday on which the Bank, the Paying Agent’s payment office and the Remarketing Agent are each scheduled to be open for business regardless whether each such entity is in fact open for business on such day.

“Calendar Week” means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from and including the Issue Date to and including the following Wednesday.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable rulings and regulations (including temporary and proposed) promulgated thereunder and, as applicable, under the Internal Revenue Code of 1954, as amended.

“Computation Date” means the date which is five (5) Business Days prior to the Conversion Date.

“Conversion Date” means the day on which the interest rate(s) on the Bonds shall be converted from the Variable Rate to the Fixed Rate in accordance with Section 2.04 (or, with respect to the Conversion Date being an Interest Payment Date or to notices, time periods and requirements in connection with the proceedings for such conversion, the day on which it is proposed that such conversion occur).

“Conversion Notice” means the notice given by the Issuer of its intent to convert the interest rate(s) on the Bonds to the Fixed Rate pursuant to Section 2.04(a)(i) hereof.

“Counsel” means an attorney, or firm thereof, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

“Credit Agreement” means that certain Credit Agreement dated as of _____, 2008 by and between the Bank and the Issuer, as borrower thereunder, and all modifications, supplements and amendments thereto and made a part thereof, and any similar agreement with respect to any Alternate Letter of Credit, with respect to the Bonds.

“Debt Service” means the principal, premium (if any) and interest payable on Bonds, including any regularly scheduled net swap payments.

“Event of Default” means any of the events specified in Section 7.01 hereof.

“Federal Reserve Statistical Release” means the Federal Reserve statistical release issued by the Board of Governors of the Federal Reserve System in Form

H.15(519) entitled “Selected Interest Rates” or, if such a release has not been issued in the thirty (30) day period immediately preceding a given day, the Federal Reserve Bulletin.

“**Financing Statements**” means any and all financing statements (including continuation statements) or other instruments filed or recorded to perfect the security interests created in this Bond Ordinance.

“**First Optional Redemption Date**” means the November 1 occurring in the year which is the number of years after the Conversion Date equal to the number of years between the November 1 immediately following the Conversion Date (unless the Conversion Date is November 1, in which case from such November 1) and November 1, 2032 multiplied by 1/2 and rounded up to the nearest whole number.

“**Fixed Rate**” means the Fixed Rate for each Bond established in Sections 2.03 and 2.04 hereof.

“**Fixed Rate Period**” means the period from and including the Conversion Date to and including the date of payment in full of the Bonds.

“**Fixed Rate Tender Date**” means the date which is one (1) Business Day prior to the Conversion Date.

“**Government Obligations**” means obligations of the United States, its agencies, or obligations the payment of principal and interest on which is unconditionally guaranteed by the United States or its agencies.

“**Indirect Participant**” means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Participant.

“**Interest Payment Date**” means (i) during the Variable Rate Period, the first Thursday of each month, (ii) the Conversion Date, and (iii) following the Conversion Date, each January 1 and July 1.

“**Issue Date**” means the date on which the Bonds are delivered to the purchasers thereof upon original issuance.

“**Issuer**” or “**City**” means the City of Shreveport, State of Louisiana, a municipality and political subdivision of the State of Louisiana; and any successor to its rights and obligations under the Loan Agreement and this Bond Ordinance.

“**Letter of Credit**” means the Original Letter of Credit or, upon acceptance by the Paying Agent of any Alternate Letter of Credit, such Alternate Letter of Credit, provided, that, for purposes of drawing on the Letter of Credit on a Mandatory Purchase Date, “Letter of Credit” shall mean the Letter of Credit in effect immediately prior to the acceptance of any Alternate Letter of Credit which is to be effective on such Mandatory Purchase Date.

“**Mandatory Purchase Date**” means the effective date of an Alternate Letter of Credit on which the Bonds are required to be purchased in accordance with Section 3.02 hereof.

“**Mandatory Purchase Tender Date**” means the date which is one (1) Business Day prior to a Mandatory Purchase Date.

“**Mandatory Tender**” means the mandatory tender of all Bonds for purchase on the Fixed Rate Tender Date or any Mandatory Purchase Tender Date as described in Section 3.02 “Optional Tender” means the optional tender for purchase of any Bond by the Holder thereof pursuant to the provisions of Section 3.01 hereof.

“Net Revenues” shall mean means, for any period, the Revenues during such period less the Operation and Maintenance Expenses during such period.

“Operation and Maintenance Expenses” means the reasonable costs accrued by the City or the Authority in accordance with generally accepted accounting practices for maintaining and operating the Airport System, including all reasonable expenses of maintenance and repair and other expenses necessary to maintain and preserve the Airport System in good condition and working order, and including all administrative costs of the City or the Authority that were charged directly or apportioned to the operation of the Airport System, such as salaries and wages of employees, overhead, insurance, taxes (if any), insurance premiums, capital outlays (excluding Capital Improvements), judgments, assessments (including assessments for flood control) and costs of defending or settling litigation or threatened litigation, and including all other necessary and reasonable costs of the City or the Authority or charges required to be paid by them to comply with the terms of the Act or hereof or of the Bonds, including, but not limited to, compensation, reimbursement and indemnification of the Fiscal Agent, Letter of Credit fees, Credit Facility fees and expenses, fees and expenses of Independent Certified Public Accountants and Airport Consultants and other fees and expenses related to the issuance of the Bonds which are not paid from the proceeds of Bonds; but excluding any payments of Debt Service and excluding in all cases depreciation, replacement and obsolescence charges or reserves thereof and amortization of intangibles or other bookkeeping entries of a similar nature.

“Optional Tender Date” means any Business Day during the Variable Rate Period on which Bonds are required to be purchased by the Paying Agent at the option of the holder thereof in accordance with Section 3.01 (a) hereof.

“Optional Tender Notice” means the notice of Optional Tender delivered to the Tender Agent in accordance with the provisions of Section 3.01 (b) hereof.

“Original Letter of Credit” means collectively the Letter of Credit issued by the Bank to the Paying Agent on the Issue Date, including any amendment, reissuance, replacement, renewal or extension thereof. Unless renewed or extended, the Original Letter of Credit expires by its terms on _____, 20__.

“Outstanding”, when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered by the Paying Agent hereunder, except:

- (a) Bonds canceled or delivered for cancellation at or prior to such date;
- (b) Bonds deemed to be paid in accordance with Section 6.02 hereof;
- (c) Bonds in lieu of which others have been authenticated under Sections 2.10, 2.11 and 2.12 hereof;
- (d) Untendered Bonds; and
- (e) For purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the holders of a specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the Issuer, except that for purposes of any such consent, request, demand, authorization, direction, notice, waiver or action the Paying Agent shall be obligated to consider as not being Outstanding only Bonds known by the Paying Agent by actual notice thereof to be so held.

“Participant” means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

“Paying Agent” means Regions Bank, Baton Rouge, Louisiana, and any permitted successor Paying Agent under Article VIII of this Bond Ordinance.

“Permitted Investments” means:

- (a) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;
- (b) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;
- (c) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;
- (d) Certificates of deposit of national or state banks located within the State (including - the Paying Agent and its affiliates) which have deposits insured by the Federal Deposit Insurance Corporation;
- (e) Repurchase agreements with respect to obligations included in (a), (b), (c) or (d) above and any other investments to the extent at the time permitted by then applicable law for the investment of public funds; and
- (f) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as Paying Agent or by an affiliate thereof so long as:
 - (i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraph (a) hereof and repurchase agreements fully collateralized by any such obligations;
 - (ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;
 - (iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and
 - (iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within this State.

“Person” means any natural person, firm, partnership, association, corporation, or public body.

“Pledged Bonds” shall mean Bonds purchased pursuant to the Optional or Mandatory Tender provisions of this Bond Ordinance with money drawn under the Letter of Credit and held by or on behalf of the Bank, as pledgee.

“Principal Office” shall mean, as it relates to the Paying Agent, the Tender Agent or the Remarketing Agent, the appropriate address for any of such parties set forth in Section 1006 hereof.

“Proceeds Fund” means the fund created by Section 5.03 of this Bond Ordinance.

“Project” means the acquisition, construction, installation and equipping of a 56,000 square foot cargo freight facility to be located at the Shreveport Regional Airport.

“Purchase Price” means (i) in the case of a Mandatory Tender associated with the conversion of the interest rate on the Bonds to the Fixed Rate, one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased pursuant to the provisions of Section 3.02(a)(i) hereof, and (ii) in the case of an Optional Tender or a Mandatory Tender associated with the delivery of an Alternate Letter of Credit, one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased pursuant to the provisions of Section 3.01(a) or 3.02(a)(ii) hereof, plus accrued interest, if any, thereon to the Optional Tender Date or Mandatory Purchase Date, as the case may be.

“Rating Agency” means Standard & Poor’s Rating Services, a Division of the McGraw-Hill Companies, Inc. or its successors and assigns, and, if such corporation shall be dissolved or shall no longer perform the functions of a securities rating agency, “Rating Agency” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company with the approval of the Remarketing Agent, by notice to the Issuer, the Bank, the Paying Agent and the Remarketing Agent.

“Record Date” means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Paying Agent’s close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Paying Agent’s close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, regardless whether such day is a Business Day.

“Remarketing Agent” means the Remarketing Agent appointed and serving in such capacity under Section 8.11 hereof.

“Remarketing Agreement” means the Remarketing Agreement dated as of June 1, 2008, between the Remarketing Agent and the Issuer.

“Replacement Bonds” means Bonds issued pursuant to Section 2.12 hereof.

“Revenues” means all gross income and revenue accrued by the Authority from the ownership or operation of the Airport System, including all rents, fees and charges received by the Authority for the use of the Airport System, all investment income and all proceeds of insurance covering business interruption loss relating to the Airport System and all other income and revenue howsoever derived by the Authority from the ownership or operation of the Airport System or arising from the Airport System, and including all sums to be deposited in or transferred to the Revenue Fund, but excluding (i) any gifts, grants or other amounts the use of which is restricted by the donor or grantor or by law or regulation, (ii) any receipts derived from Special Facilities to the extent the receipts are pledged to secure the financing of the Special Facilities, (iii) the proceeds of any passenger facility charge (including the Passenger Facility Charges) or other per-passenger charge hereafter established by or for the City in accordance with law for use by the Authority, and (vi) the proceeds of any securities offering.

“Securities Depository” means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book Entry System with respect to the Bonds.

“**Securities Depository Nominee**” means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Register the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book Entry System.

“**Security**” means the revenues (including loan payments), funds and rights specified in Section 4.01 of this Bond Ordinance.

“**Security Interest**” or “**Security Interests**” refer to the security interests created herein and shall have the meanings set forth in the U.C.C.

“**State**” means the State of Louisiana.

“**U.C.C.**” means the Uniform Commercial Code of the State as now or hereafter amended, whether or not such code is applicable to the parties or the transaction.

“**Untendered Bonds**” means any Bonds (i) for which an Optional Tender Notice has been delivered by the Holders thereof to the Tender Agent pursuant to Section 3.01(a), or (ii) for which a notice of Mandatory Tender has been delivered by the Tender Agent to the Holders thereof in accordance with Section 3.02(b) or Section 3.02(c), which Bonds are subsequently not tendered for purchase on the Optional Tender Date, Conversion Date or Mandatory Purchase Date, as the case may be, and for which sufficient moneys are on hand with the Tender Agent to pay the Purchase Price thereof on such date.

“**Variable Rate**” means the interest rate on each Bond established pursuant to Section 2.03(b) hereof

“**Variable Rate Period**” means the period from and including the Issue Date to the earlier of (i) the Conversion Date or (ii) the day of payment in full of the Bonds.

ARTICLE II

THE BONDS

SECTION 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Bond Ordinance except in accordance with this Article. Pursuant to this Bond Ordinance, the total principal amount of Bonds that may be issued and outstanding hereunder is expressly limited to \$9,000,000.

SECTION 2.02. Issuance of Bonds. The Bonds shall be designated “City of Shreveport, State of Louisiana Taxable Special Facilities Revenue Bonds, Series 2008”. The Bonds (i) shall be dated the Issue Date, (ii) shall bear interest from the date thereof or such later date to which interest has been paid (including with respect to Bonds tendered for purchase, a Mandatory Purchase Date or Optional Tender Date), until paid, at the rates set forth in Section 203 (computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year of twelve 30-day months thereafter), and (iii) shall mature, unless sooner paid, on July 1, 2038.

The Bonds shall be issued as registered bonds without coupons and, prior to the Conversion Date, shall be issued in authorized denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, and on and after the Conversion Date in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be numbered consecutively from R-1 respectively, upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Paying Agent.

The principal of and the redemption premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America. The principal of and redemption premium, if any, on all Bonds shall be payable at the payment office of the Paying Agent upon the presentation and surrender of the Bonds as the same become due and payable. The interest on the Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the Persons in whose names the Bonds are registered on the registration books maintained by the Paying Agent at the close of business on the Record Date next preceding each Interest Payment Date; provided, however, (i) any registered holder of a Bond or Bonds prior to the Conversion Date may, by prior written instructions filed with the Paying Agent ten (10) days prior to the Record Date (which instructions shall remain in effect until revoked by subsequent written instructions and which written instructions must describe the name and ABA routing number of the bank (located in the continental United States) and the account number and acknowledge a wire transfer fee payable by the registered owner), instruct that interest payments for any period prior to the Conversion Date be made by wire transfer or other means acceptable to the Paying Agent, (ii) the purchaser of any Bond that has been remarketed by the Remarketing Agent pursuant to Section 2.05 hereof shall only be entitled to receive interest on such Bond from the date of purchase, and (iii) interest accruing on any Pledged Bonds since the immediately prior Interest Payment Date shall be paid by the Paying Agent to the Bank pursuant to the terms of the Credit Agreement.

If any payment of interest or principal or redemption premium on the Bonds is due on a date not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

The provisions of the Bonds shall control to the extent of any conflict with the provisions hereof.

SECTION 2.03. Interest Rates on Bonds.

(a) The Bonds shall bear interest as provided herein from the Issue Date to the date of payment in full of the Bonds. Interest accrued on the Bonds shall be paid on each Interest Payment Date. The interest rate on the Bonds will be determined as provided in this Section, provided that the Variable Rate shall not exceed the lesser of fifteen percent (15%) per annum or the maximum rate permitted by applicable law and, provided further, the Fixed Rate shall not exceed the maximum rate permitted by applicable law. Interest on the Bonds will be payable at the Variable Rate from the Issue Date until the earlier of the Conversion Date or the date of payment in full of the Bonds.

(b) During the Variable Rate Period, the Variable Rate shall be determined by the Remarketing Agent by 2:00 p.m. prevailing Central time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for both tax-exempt and taxable revenue bonds or other tax-exempt or taxable securities of the same general nature as the Bonds, tax-exempt securities or taxable securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing

Agent to remarket the Bonds at a price of par at the time such interest rate is determined. The Variable Rate for the period from the Issue Date through the next succeeding Wednesday shall be determined on or prior to the Issue Date in accordance with the foregoing provisions. The Variable Rate as so determined shall be uniform during each Calendar Week for all Bonds except in the following instances:

(i) The Variable Rate may be adjusted upwards for Bonds remarketed by the Remarketing Agent on any day other than the first day of a Calendar Week if such an adjustment is needed in order to enable the Remarketing Agent to remarket a Bond or Bonds tendered for purchase in accordance with Section 3.01 hereof at par pursuant to the standard set forth above in subsection (b) of this Section. Any such adjustment shall apply to all of the Bonds remarketed on the day that such adjustment is made and shall be effective beginning on the day immediately following the day on which such rate is announced by the Remarketing Agent and thereafter through the end of such Calendar Week.

(ii) The Variable Rate on any Bond or Bonds for which an Optional Tender Notice has been delivered pursuant to Section 3.01(b) hereof for purchase on an Optional Tender Date other than the first day of a Calendar Week shall, for the period from the first day of such Calendar Week in which such Optional Tender Date occurs through such Optional Tender Date, continue to be the Variable Rate applicable to such Bond or Bonds for the immediately preceding Calendar Week. The Variable Rate on such Bond or Bonds, for the period from the day immediately following such Optional Tender Date through the end of such Calendar Week shall, unless the Variable Rate is determined pursuant to clause (i) hereof, be the Variable Rate determined by the Remarketing Agent for all Bonds for such Calendar Week.

If no Remarketing Agent shall be serving hereunder, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if such Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for any Bond for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent for such Bond as aforesaid.

(c) The Bonds shall bear interest at the Fixed Rate during the Fixed Rate Period. The Fixed Rate for the Bonds shall be determined by the Remarketing Agent on the Computation Date and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt or taxable revenue bonds or other tax-exempt or taxable securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to sell the Bonds at a price of par on the Computation Date. If for any reason the Remarketing Agent has not set the Fixed Rate by the close of business on the Computation Date, the Paying Agent shall determine the Fixed Rate for the Bonds, which shall be one hundred percent (100%) of the average yield shown for the most recent weekly period (or calendar month in the event that the *Federal Reserve Bulletin* is used as the pricing source) for United States Treasury Notes or Bonds having the same number of years to maturity as the number of full twelve (12) month periods in the Fixed Rate Period for such Bond, as published by the Federal Reserve System in the Federal Reserve statistical release issued by the Board of Governors of the Federal

Reserve System in Form H 15(519) "Selected Interest Rates" or, if such a release has not been issued in the thirty (30) day period immediately preceding the Computation Date, the *Federal Reserve Bulletin* (the "Federal Reserve Statistical Release") in the last issue before the Computation Date. If that issue of the Federal Reserve Statistical Release does not contain such a yield for the Bonds, the Fixed Rate for the Bonds shall be determined by straight line interpolation between the yield shown in the issue of the Federal Reserve Statistical Release for United States Treasury Notes or Bonds having the next shorter and next longer number of years to maturity. For purposes of this calculation, callable securities trading at a premium to par and securities issued at a discount in excess of two percent (2%) shall be excluded. The Fixed Rate for the Bonds shall be set forth in a written notice of the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Paying Agent) sent to the Issuer and the Paying Agent by the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Paying Agent) on the Computation Date.

(d) The determination of the Variable Rate by the Remarketing Agent, or the determination of the Fixed Rate by the Remarketing Agent (or the Paying Agent, in the event the Remarketing Agent falls to determine the Fixed Rate), shall be conclusive and binding upon the Issuer, the Paying Agent, the Remarketing Agent and the Bondholders.

(e) In determining the interest rate that the Bonds shall bear as provided in this Section, neither the Remarketing Agent nor the Paying Agent shall have any liability to the Issuer, the Paying Agent or any Bondholder except for its gross negligence or willful misconduct.

(f) The Remarketing Agent shall give the Paying Agent and the Bank prompt telephonic notice by 2:00 p.m. prevailing Central time on the date of determination, promptly confirmed in writing, of the Variable Rate for each Calendar Week as determined pursuant to Section 2.03(b) hereof. Any other change in the Variable Rate with respect to any Bond or Bonds shall be communicated promptly by the Remarketing Agent to the Paying Agent and the Bank, via telephonic notice and promptly confirmed in writing, by 2:00 p.m. prevailing Central time on the day on which such change is determined by the Remarketing Agent. Any Bondholder may request the Variable Rate with respect to any Bond or Bonds from the Paying Agent, the Remarketing Agent or the Bank.

(g) The Remarketing Agent shall calculate the amount of interest to be paid on each Interest Payment Date and shall confirm such amount with the Paying Agent.

SECTION 2.04. Conversion of Interest Rate on Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Bonds, at the option of the Issuer, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Issuer to the Paying Agent, the Remarketing Agent and the Bank:

(i) on any Business Day during the Variable Rate Period, of a notice (the "Conversion Notice") stating that the Issuer intends to convert the interest rate(s) on the Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first Business Day of the second calendar month: after the calendar month during which the Paying Agent receives the Conversion Notice; and

(ii) by 10:00 a.m. prevailing Central time on the Business Day immediately preceding the Conversion Date, of a supplemental opinion of Bond Counsel stating that under the

laws existing on such date, the Fixed Rate does not exceed the maximum rate permitted by applicable law.

(b) Upon receipt of written notice and an opinion of Bond Counsel described in Section 2.04(a)(i) hereof, the Paying Agent shall, within five (5) Business Days, give notice to the Bank and the Holders of the Bonds that the interest rate on the Bonds shall be converted to the Fixed Rate and that all Bonds are subject to Mandatory Tender in accordance with the provisions of Section 3.02 hereof. Such notice shall be in substantially the form attached hereto as Exhibit A and, if the Bonds are held in certificated form, shall be delivered by the Paying Agent to the Holders of the Bonds by first class mail, postage prepaid. If the Bonds are held in the Book-Entry System, such notice shall be provided to the Securities Depository in accordance with the requirements of the Securities Depository for the delivery of notices.

(c) If the Paying Agent receives written notification from the Issuer by 10:00 a.m. prevailing Central time on the Business Day immediately preceding the Conversion Date of its decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or if the Issuer fails to deliver to the Paying Agent by 10:00 a.m. prevailing Central time on the Business Day immediately preceding the Conversion Date, the supplemental opinion of Bond Counsel as required by subsection (a)(ii) of this Section, the interest rate on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall nevertheless be purchased on the Conversion Date in accordance with the provisions of Section 3.02(b) hereof. Such Bonds shall thereafter be remarketed, bearing interest at the Variable Rate, by the Remarketing Agent in accordance with the provisions of Section 2.05 hereof. Further, the Issuer and the Paying Agent shall be restored to their former positions and rights hereunder with respect to the Bonds, and all rights of the Issuer and the Paying Agent hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Bonds had been taken. The Paying Agent shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Bonds is not converted on the Conversion Date as provided herein.

(d) Failure to mail the notice described in subsection (b) or any defect therein, or any failure by the Securities Depository or any Participant to provide such notice to any Beneficial Owner of the Bonds, shall not affect the validity of any interest rate on any of the Bonds or extend the period for tendering any of the Bonds for purchase, and the Paying Agent shall not be liable to any Bondholder by reason of any such failure or defect.

(e) No conversion of the interest rate on the Bonds shall occur under this Section if at the time of such conversion an Event of Default shall have occurred hereunder and be continuing with respect to the Bonds.

(f) The Letter of Credit shall not be available to pay the principal or Purchase Price of or interest on any Bonds after any tender draw has been honored upon the Conversion Date and shall be returned to the Bank for cancellation following the honoring of any tender draw upon the Conversion Date immediately upon the expiration thereof on or after the Conversion Date.

SECTION 2.05. Remarketing of Bonds.

(a) Upon receipt of any notice given pursuant to Section 3.01 or 3.02 that any Bonds will be or are required to be tendered for purchase in accordance with Section 3.01 or 3.02, respectively, the Remarketing Agent shall, unless otherwise directed by the Issuer, use its best efforts to remarket such Bonds (or portions thereof in authorized denominations) for purchase on or after any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date at a price of one hundred percent (100%) of the principal amount of such Bonds. The Remarketing Agent shall promptly transfer to the Paying Agent the proceeds of the remarketing of such Bonds. All proceeds so transferred to the Paying Agent shall be promptly deposited in the Bond Purchase Fund and applied by the Paying Agent in accordance with the provisions of Section 5.02 hereof. In the event that such proceeds are not received by the Paying Agent by 2:00 p.m., prevailing Central time, on any Business Day, such proceeds shall not be used to cause a reinstatement of the amount available to be drawn under the Letter of Credit, and the Paying Agent shall not deliver any Bonds to be purchased with such proceeds, until the next succeeding Business Day.

(b) The Remarketing Agent shall not be required to remarket any Bonds pursuant to this Section if it has actual knowledge that an Event of Default under subsections (a), (b), (c), (f) or (g) of Section 701 hereof shall have occurred and be continuing hereunder with respect to the Bonds.

(c) The Remarketing Agent shall not knowingly remarket any Bonds, other than Pledged Bonds, to the Issuer pursuant to this Section prior to the expiration or earlier termination of the Letter of Credit unless, prior to such remarketing, the Paying Agent and the Remarketing Agent shall have received an unqualified opinion of Counsel experienced in bankruptcy matters and satisfactory to the Paying Agent to the effect that such remarketing would not result in a preferential payment pursuant to the provisions of Section 547 of the United States Bankruptcy Code, 11 U.S.C. 101 et seq. in the event of an Act of Bankruptcy by the Issuer following such remarketing.

SECTION 2.06. Execution, Limited Obligation. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, and the seal of the Issuer shall be imprinted or impressed thereon and attested by the manual or facsimile signature of the Clerk of Council of the Issuer.

In case any officer of the Issuer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes.

All Bonds and the interest thereon shall be limited obligations of the Issuer payable solely from the Security and all other amounts specifically pledged therefor under this Bond Ordinance. The Bonds shall never constitute general obligations of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall never constitute or give rise to a pecuniary liability of the Issuer or a charge against the general credit of the Issuer or the credit or taxing power of the State or any political subdivision thereof.

SECTION 2.07. Certificate of Authentication. No Bonds shall be secured hereby or entitled to the benefit hereof or shall be or become valid or obligatory for any purpose unless there shall be endorsed thereon a certificate of authentication, substantially in the form as set forth in the forms of Bond attached hereto as Exhibits C

and D, executed by the Paying Agent; and such certificate on any Bond issued by the Issuer shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

SECTION 2.08. Form of Bonds.

(a) Prior to the Conversion Date, (i) the Bonds, the Paying Agent's certificate of authentication and the form of assignment shall be in substantially the form set forth in Exhibit C attached hereto with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby or are required by law and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as maybe required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Bonds, as evidenced by their execution of the Bonds.

(b) The Bonds shall be in either typewritten or printed form, as the Issuer with the written consent of the Bank shall direct, on behalf of the Issuer, provided that any expenses incurred in connection therewith shall be paid by the Issuer.

(c) On and after the Conversion Date, Bonds authenticated and delivered hereunder, and the Paying Agent's certificate of authentication and the form of assignment, shall be in substantially the form of the Bond set forth in Exhibits D attached hereto, with such changes as permitted in paragraph (a) of this Section.

SECTION 2.09. Delivery of Bonds. Upon the execution and delivery hereof, the Issuer shall execute the Bonds and deliver them to the Paying Agent, and the Paying Agent shall authenticate the Bonds and deliver them to such purchaser or purchasers as shall be directed by the Issuer as hereinafter in this Section provided.

Prior to the direction by the Issuer to the Paying Agent to deliver any of the Bonds there shall be filed with the Paying Agent:

(a) A copy, certified by an authorized officer of the Issuer, of all resolutions adopted and proceedings had by the Issuer authorizing the issuance of the Bonds, including this Bond Ordinance;

(b) An original executed counterpart of this Bond Ordinance, the Loan Agreement and the Remarketing Agreement;

(c) The executed Original Letter of Credit;

(d) Copies of any Financing Statements filed to perfect the security interests;

(e) An opinion of Bond Counsel for the Issuer addressed to the Issuer, the Paying Agent and the Bank to the effect that the interest on the Bonds is includible in gross income for federal income tax purposes and that the Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding agreements of the Issuer;

(f) An opinion of Counsel for the Bank addressed to the Issuer and the Paying Agent to the effect that the Letter of Credit has been duly executed and delivered by the Bank and is a legal, valid and binding obligation of the Bank;

(g) A request and authorization to the Paying Agent on behalf of the Issuer and signed by an official of the Issuer directing the Paying Agent to authenticate and deliver the Bonds in such specified denominations as permitted herein to the initial purchaser or purchasers therein identified upon payment to the Paying Agent, but for the account of the Issuer, of a specified sum of money; and

(h) Such other documents, opinions of Counsel and certificates as the Paying Agent may require. Upon receipt of the foregoing, the Paying Agent shall authenticate and deliver the Bonds as provided above.

SECTION 2.10. Mutilated, Lost, Stolen or Destroyed Bonds. Except when the Bonds are held in the Book Entry System, the Issuer shall execute and the Paying Agent shall authenticate and deliver new Bonds, as follows:

(a) If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Paying Agent may authenticate and deliver a new Bond of the same maturity, interest rate, principal amount and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Paying Agent evidence satisfactory to each of them of the ownership of such Bond and of such loss, theft or destruction, together with indemnity satisfactory to the Paying Agent and the Issuer and compliance with such other reasonable requirements as the Issuer and Paying Agent may prescribe.

(b) The replacement of any Bond under this Section shall be in accordance with Louisiana laws.

(c) If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond the Issuer may pay the same without surrender thereof.

(d) The Issuer and the Paying Agent may charge the holder of such Bond with their reasonable fees and expenses in this connection.

SECTION 2.11. Exchangeability and Transfer of Bonds, Persons Treated as Owners. The Issuer shall cause books for the registration of the Bonds and for the registration of transfer of the Bonds as provided herein to be kept by the Paying Agent, which is hereby constituted and appointed the bond registrar for the Bonds.

Subject to the provisions of Section 2.15 hereof relating to the transfer of ownership of Bonds held in the Book Entry System, any holder of a Bond, in person or by his duly authorized attorney, may transfer title to his Bond on the books of registration kept by the Paying Agent, upon surrender thereof at the payment office of the Paying Agent, together with a written instrument of transfer (in substantially the form of assignment attached to the Bond) executed by the holder or his duly authorized attorney, and upon surrender for registration of transfer of any Bond, the Issuer shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and the same aggregate principal amount and tenor as the Bond surrendered and of any authorized denomination or denominations.

Bonds may be exchanged upon surrender thereof at the payment office of the Paying Agent with a written instrument of transfer satisfactory to the Paying Agent executed by the Bondholder or his attorney duly authorized in writing, for an equal aggregate principal amount of Bonds of the same series and the same aggregate principal amount and tenor as the Bonds being exchanged and of any authorized denomination or denominations. The Issuer shall execute and the Paying Agent shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registrations of transfers or exchanges of Bonds shall be without charge to the holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the holder of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Paying Agent for any such registration, transfer or exchange shall be paid by the Issuer.

The Paying Agent shall not register any transfer of any Bond (or portion thereof) after notice calling such Bond (or portion thereof) for redemption or partial redemption has been given and prior to such redemption, except for such transfer to a holder who delivers to the Paying Agent at the time of such transfer a written statement to the effect that such holder acknowledges that such Bond has been called for redemption and the date of such redemption.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds issued upon any transfer or exchange of Bonds shall be valid and binding limited obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Bond Ordinance, as the Bonds surrendered upon such transfer or exchange.

In executing any Bond upon any exchange or transfer provided for in this Section, the Issuer may rely conclusively on a representation of the Paying Agent that such execution is required.

SECTION 2.12. Replacement Bonds. Subject to the provisions of Section 2.15 hereof relating to Bonds held in the Book Entry System, the Issuer shall execute and the Paying Agent shall authenticate and deliver Replacement Bonds to replace (i) Bonds outstanding upon conversion of the interest rate on the Bonds to the Fixed Rate pursuant to Section 2.04, in which case such Replacement Bonds shall be in substantially the form of Bond attached hereto as Exhibit D, and (ii) Bonds purchased on an Optional Tender Date pursuant to Section 3.01(a) hereof, or on a Mandatory Purchase Date pursuant to Section 3.02(a)(ii) hereof, in which case such Replacement Bonds shall be in substantially the form of Bond attached hereto as Exhibit C and containing such terms and provisions as are applicable to the Bonds following such Optional Tender Date or Mandatory Purchase Date, as the case may be, and having excised therefrom the terms and provisions which are not so applicable. Any such Replacement Bond shall be executed and authenticated as provided in this Bond Ordinance. The Issuer shall bear all expenses in connection with the preparation and delivery of the Replacement Bonds.

SECTION 2.13. Cancellation. All Bonds which have been surrendered pursuant to Section 2.10, 2.11 or 2.12 of this Bond Ordinance or for the purpose of purchase upon tender as provided herein, payment upon maturity or redemption prior to maturity shall be canceled by the Paying Agent. All Untendered Bonds shall be deemed canceled.

SECTION 2.14. Ratably Secured. All Bonds, except for Untendered Bonds, issued hereunder are and are to be, to the extent provided in this Bond Ordinance, equally and ratably secured by this Bond Ordinance without preference, priority or distinction on account of the actual time or times of the authentication or delivery or maturity of the Bonds so that, subject as aforesaid all Bonds at any time outstanding hereunder shall have the same right, lien and preference under and by virtue of this Bond Ordinance and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date. Notwithstanding the foregoing, Pledged Bonds shall not be entitled to any benefit of the Letter of Credit.

SECTION 2.15. Book Entry System. The Bonds shall be issued pursuant to a Book Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2.15. Any provision of this Bond Ordinance or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book Entry System, be deemed to be satisfied by a notation on the Register maintained by the Registrar that such Bonds are subject to the Book Entry System.

So long as a Book Entry System is being used, one Bond in the aggregate principal amount of the Bonds, and registered in the name of the Securities Depository Nominee will be issued and deposited with the Securities Depository or, if necessary to facilitate the Optional Tender and Mandatory Tender provisions hereof and to provide for the pledge of Bonds to the Bank in certain circumstances described herein, deposited with the Paying Agent as agent of the Securities Depository, to be held in the Paying Agent's custody for the benefit of the Securities Depository. The Book Entry System will be maintained by the Securities Depository and the Participants and Indirect Participants and will evidence beneficial ownership of the Bonds in authorized denominations, with registration of transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal or Purchase Price of, and any premium on, each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Register as the registered Holder of such Bond or his/her registered assigns or legal representative at the principal office of the Registrar. So long as the Book Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal or Purchase Price of, and any interest and premium payments on the Bonds, or notices of certain events contemplated by this Bond Ordinance with respect to the Bonds, including but not limited to notices of optional or mandatory redemption, Optional Tender or Mandatory Tender and conversion of the interest rate on the Bonds to the Fixed Rate, will be made or provided to the Securities Depository (unless otherwise contemplated herein), and the Securities Depository shall have sole responsibility for transferring such payments or providing such notices to its Participants and Indirect Participants. Further transfer of such payments and provision of such notices to the Beneficial Owners of the Bonds, and the provision of any Optional Tender Notice to the Securities Depository on behalf of any Beneficial Owner, shall be the responsibility of the Participants and Indirect Participants, in accordance with the rules and procedures of the

Securities Depository and the Book Entry System. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal and Purchase Price of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of said Holder as may be specified in the Register maintained by the Registrar or by such other method of payment as the Paying Agent may determine to be necessary or advisable with the concurrence of the Securities Depository.

In the event that (i) the Securities Depository determines not to continue to administer a Book Entry System for the Bonds, or (ii) the Issuer, with the consent of the Paying Agent and the Remarketing Agent, determines that continuation of a Book Entry System of evidence and transfer of ownership of the Bonds would adversely affect the interests of the Beneficial Owners, the Book Entry System will be discontinued if the Issuer, with the consent of the Paying Agent and the Remarketing Agent, fails to replace or removes the then-acting Securities Depository, in which case the Paying Agent will deliver Replacement Bonds in the form of fully registered certificates in authorized denominations in exchange for the Outstanding Bonds as required by the Paying Agent and the Beneficial Owners. The Paying Agent may rely on information provided by the Securities Depository as to the identification of the Participants and the beneficial owners and their interests in the Bonds.

The Securities Depository may be removed at any time at the election of the Remarketing Agent, with the consent of the Paying Agent, and a new Securities Depository may thereupon be appointed by the Remarketing Agent, subject to the approval of the Paying Agent.

ARTICLE III

PURCHASE AND REDEMPTION OF BONDS

SECTION 3.01. Optional Tender

(a) So long as the Bonds bear interest at the Variable Rate, the Holder of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (if in part, only in an Authorized Denomination) on the seventh (7th) day (unless such day is not a Business Day, in which case the next Business Day) following receipt by the Tender Agent of notice from the Holder that such Holder has elected to tender such Bonds, as described below (the "Optional Tender Date"). Such Bonds shall be tendered at a Purchase Price equal to one hundred percent (100%) of the principal amount of Bonds (or portions thereof) tendered plus accrued interest to the Optional Tender Date. In order to exercise such option with respect to any Bond, the Holder thereof must deliver an Optional Tender Notice to the Tender Agent, as provided in paragraph (b) of this Section, at least seven (7) days prior to the proposed Optional Tender Date.

(b) The notice required to be delivered to exercise the right of Optional Tender described in paragraph (a) of this Section shall contain such information and be in such form and delivered to the Tender Agent as follows:

(i) if the Bonds are in certificated form, such notice shall be (A) duly executed by the Bondholder, in substantially the form attached as Exhibit A hereto the form of a Variable Rate Bond attached hereto as Exhibit C, or in such other form as shall be acceptable to the Tender Agent, specifying (1) the name of the registered Holder of the Bond to be tendered for purchase, (2) the Optional Tender Date, (3) the certificate number and principal amount of such Bond, and (4) the principal amount of such Bond to be purchased (if such amount is less than the entire principal amount, the amount to be purchased must be an Authorized Denomination), and (B) given to the Tender Agent at its payment office in writing or by telephone, but no such telephonic notice shall be effective unless confirmed in writing delivered to the Tender Agent not more than two (2) Business Days after such telephonic notice; or

(ii) if the Bonds are held in the Book Entry System, such notice shall be delivered in writing by the Participant for any such Bond proposed to be tendered to the Tender Agent at its payment office, executed by the Participant and stating (A) the principal amount of such Bond, (B) the portion thereof to be purchased and (C) the date on which the same shall be purchased, which date shall be a Business Day at least seven (7) days after the date of the delivery of such notice to the Tender Agent.

(c) If any notice of Optional Tender specifies an Optional Tender Date that is not a Business Day, then such notice shall be deemed to specify the next following Business Day as the Optional Tender Date. Unless a notice of Optional Tender indicates that less than the entire principal amount of the Bond is being tendered for purchase, the Holder will be deemed to have tendered the Bond in its entire principal amount for purchase.

(d) Not later than 3:00 p.m. (prevailing Central time) on the Business Day after receipt of any such telephonic or written notice of Optional Tender, the Tender Agent shall deliver written notice to the Paying Agent, the Remarketing Agent, the Issuer and the Bank specifying (i) the principal amount of Bonds for which an Optional Tender Notice has been given and (ii) the proposed Optional Tender Date therefor.

(e) Upon delivery of an Optional Tender Notice as described in paragraph (b) of this Section, the election to tender shall be irrevocable and binding upon such Holder and may not be withdrawn. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the Holder thereof shall have properly exercised the right of Optional Tender pursuant to this Section.

(f) If an Optional Tender Notice shall have been duly given with respect to any Bond, such Bond shall be purchased from the Holder thereof as follows:

(i) if the Bonds are in certificated form, the Holder of such Bond shall deliver such Bond to the Tender Agent at its payment office at or before 10:00 a.m. (prevailing Central time) on the Optional Tender Date, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other form as shall be acceptable to the Tender Agent); or

(ii) if the Bonds are held in the Book Entry System, upon confirmation by the Securities Depository that the Participant delivering the Optional Tender Notice (as referred to paragraph (b)(ii) of this Section) has an ownership interest in the Bond specified in such irrevocable written notice, payment of the Purchase Price of such Bond or portion thereof shall be made in immediately available funds by the close of business

(prevailing Central time), upon the receipt of remarketing proceeds pursuant to Section 2.05(a) hereof or receipt by the Tender Agent of the proceeds of any drawing on the Letter of Credit by the Paying Agent, on the Business Day specified in the notice, upon the transfer on the registration books of the Securities Depository of the beneficial ownership interest in such Bond or portion thereof tendered for purchase to the account of the Tender Agent, or a Participant acting on behalf of the Tender Agent, at or prior to 10:00 a.m. (prevailing Central time) on the date specified in such notice.

Notwithstanding anything contained in the foregoing to the contrary, any Untendered Bond shall nevertheless be deemed to have been tendered by the Holder thereof on the Optional Tender Date.

(g) On each Optional Tender Date the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which Optional Tender Notices have been received at a Purchase Price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any. Funds for payment of the Purchase Price of such Bonds shall be drawn by the Paying Agent from the Bond Purchase Fund as provided in Section 5.02 of this Bond Ordinance.

(h) If there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the Purchase Price of all Bonds tendered or deemed to be tendered for purchase on an Optional Tender Date, any Untendered Bonds shall be deemed to have been tendered for purchase and purchased from the Holder thereof on such Optional Tender Date and the Holder of any Untendered Bond shall not be entitled to receive interest on such Untendered Bond for any period on and after the Optional Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Untendered Bonds which are not tendered for purchase on any Optional Tender Date and, upon receipt by the Tender Agent of any such Untendered Bonds from the Holders thereof, shall pay, or cause to be paid, the Purchase Price of such Untendered Bonds to the Holders thereof and cancel such Untendered Bonds.

(i) Anything in this Bond Ordinance to the contrary notwithstanding, no Optional Tender shall be permitted (i) after any date upon which Bonds become subject to Mandatory Tender pursuant to Section 3.02, (ii) on or after the Conversion Date or (iii) for any Bonds which are Pledged Bonds.

SECTION 3.02. Mandatory Tender.

(a) The Bonds are subject to Mandatory Tender in accordance with the terms and conditions set forth in this Section 3.02 if:

- (i) the Issuer elects to convert the interest rate on the Bonds to the Fixed Rate and the requirements of Section 2.04(a) have been satisfied; or
- (ii) the Issuer delivers to the Paying Agent not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that the Issuer has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the identity of the issuer of the Alternate Letter of Credit.

(b) Upon the Bonds becoming subject to Mandatory Tender due to a conversion of the interest rate on the Bonds to the Fixed Rate as described in clause (i) of paragraph (a) of this Section, the Paying Agent shall deliver to the Holders of the Bonds the notice required to be delivered pursuant to Section 2.04(c) hereof. The Holders of the Bonds shall be required to tender all Bonds (including, if the Bonds are held in

certificated form, appropriate instruments of transfer duly executed in blank) to the Tender Agent at its payment office on or before the Fixed Rate Tender Date for purchase on the Conversion Date at the applicable Purchase Price therefor.

(c) Upon the Bonds becoming subject to Mandatory Tender due to the delivery of an Alternate Letter of Credit as described in clause (ii) of paragraph (a) of this Section, the Paying Agent shall, within five (5) Business Days, give notice of the proposed delivery of such Alternate Letter of Credit and resulting Mandatory Tender (A) by telephone, promptly confirmed in writing, to the Remarketing Agent and the Bank, and (B) by first class mail, postage prepaid, to the Holders of the Bonds, which notice to such Holders shall be in substantially the form attached hereto as Exhibit B. The Holders of the Bonds shall be required to tender all Bonds (including, if the Bonds are in certificated form, appropriate instruments of transfer duly executed in blank) to the Tender Agent at its payment office on or before the applicable Mandatory Purchase Tender Date for purchase on the applicable Mandatory Purchase Date at the Purchase Price therefor.

(d) If the Issuer fails to provide the Paying Agent not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that (i) the Issuer has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the identity of the issuer of the Alternate Letter of Credit, or (ii) the existing Letter of Credit is to be renewed, reissued, extended or replaced for a period of not less than one (1) year, then the Bonds will be called for special mandatory redemption pursuant to the provisions of Section 3.04(d) hereof.

(e) If the Issuer has provided such evidence that it has obtained an appropriate Alternate Letter of Credit but fails to deliver such Alternate Letter of Credit and all Opinions on or prior to the Mandatory Purchase Date or the existing Letter of Credit is not renewed, reissued, extended or replaced for a period of not less than one (1) year, such failure shall constitute an Event of Default hereunder and the payment of the principal of and interest on the Bonds shall be declared due and payable pursuant to Section 7.02 hereof.

(f) Failure to mail the required notice to Holders described in paragraph (b) or (C), or any defect therein, or any failure by the Securities Depository or any Participants to provide such notice to any Beneficial Owner of the Bonds, shall not extend the period for Mandatory Tender of any of the Bonds, and the Paying Agent shall not be liable to any Bondholder or Beneficial Owner by reason of any such failure or defect.

(g) Any Untendered Bonds for which there shall be on deposit with the Paying Agent on or before the Conversion Date or Mandatory Purchase Date, as the case maybe, an amount sufficient to pay the Purchase Price therefor, such Untendered Bonds shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of Purchase Price payable on or after the Conversion Date or Mandatory Purchase Date, as the case maybe. The foregoing shall not limit the entitlement of any Holder of record on the Record Date immediately preceding the Conversion Date or any Mandatory Purchase Date to receipt of interest due on such Conversion Date or Mandatory Purchase Date.

SECTION 3.03. Payment of Purchase Price; Delivery of Purchased Bonds

(a) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, there shall be purchased (but solely from funds received by the Paying Agent in accordance with the terms hereof) the Bond or Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) to the Tender Agent for purchase in accordance with Section 3.01 or 3.02 at the applicable Purchase Price. Funds for the payment of such Purchase Price shall be paid by the Paying Agent solely from moneys in the Bond Purchase Fund derived the sources and in the order of priority set forth in Section 5.02(c) hereof. Bonds (or portions thereof in Authorized Denominations) purchased as provided in this paragraph shall be delivered as provided in paragraph (b) of this Section.

(b) Bonds purchased with moneys described in paragraph (a) of this Section 3.03 shall be delivered as follows:

(i) Bonds purchased with moneys described in Section 5.02(c)(i) shall be held by the Paying Agent as Pledged Bonds or if directed in writing by the Bank or required by the terms of the Credit Agreement (to which the Paying Agent is not a party), delivered and registered to the Bank (or to a pledge agent designated by the Bank);

(ii) Bonds purchased with moneys described in Section 5.02(c)(ii) shall be registered by the Tender Agent in accordance with instructions received from the Remarketing Agent and delivered to, or upon the direction of, the Remarketing Agent; and

(iii) Bonds purchased with moneys described in Section 5.02(c)(iii) shall, at the direction of the Issuer, be (A) delivered as instructed by the Issuer or (B) delivered to the Paying Agent for cancellation; provided, however, that any Bonds so purchased after the selection thereof by the Paying Agent for redemption shall be delivered to the Paying Agent for cancellation.

(c) Upon satisfactory payment to the Bank of the amounts due under the Credit Agreement, the Bank shall release the Pledged Bonds. The Bank shall promptly notify the Paying Agent of such release of Pledged Bonds, and the Bank shall deliver such Pledged Bonds (or have its position relating to the Pledged Bonds held under the book entry system changed to reflect such release) to the Paying Agent; provided, however, if the Pledged Bonds, are held by the Paying Agent or a pledge agent designated by the Bank, the Paying Agent or pledge agent as applicable shall release the Pledged Bonds upon written notification from the Bank to the Paying Agent or the pledge agent that the Letter of Credit has been reinstated and to release such Pledged Bonds. Such released Pledged Bonds shall be remarketed pursuant to the provisions of Section 2.05 hereof and shall be delivered to or upon the order of the purchasers thereof.

(d) Bonds delivered as provided in this Section shall be registered in the manner directed by the recipient thereof.

(e) Notwithstanding anything herein to the contrary, so long as the Bonds are held under the Book Entry System, Bonds to be delivered as set forth above shall be effected pursuant to the rules and procedures of the Securities Depository.

SECTION 3.04. Redemption of Bonds. The Bonds shall be subject prior to maturity as follows:

(a) Optional Redemption. On or prior to the Conversion Date, the Bonds are subject to redemption by the Issuer, but subject to the receipt by the Paying Agent of the written consent of the Bank, at any time upon the giving of notice pursuant to Section 3.06 hereof, in whole or in part (if in part, in multiples of \$100,000 or any integral

multiple of \$5,000 in excess of \$100,000), at the redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

(b) **Mandatory Redemption.** The Bonds are subject to mandatory redemption in whole, on the earliest practicable date (such date shall be within two (2) days) after a draw on the Letter of Credit is dishonored or the Letter of Credit is repudiated, at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest thereon to the redemption date and without premium. Receipt of the Bank's notice, as set forth above, shall be conclusive and binding upon the Paying Agent, the Issuer and the Holders of the Bond.

(c) **Special Mandatory Redemption.** In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Paying Agent has not been provided with a written commitment that such Letter of Credit is to be renewed, reissued, extended or remarketed for a period of not less than one (1) year or that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the July 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price of one hundred percent (100%) of principal amount plus accrued interest to the redemption date.

SECTION 3.05. Partial Redemption of Bonds. If less than all the Outstanding Bonds shall be called for redemption, the Issuer shall select the particular maturities of Bonds to be redeemed and, if less than the entire amount of any maturity is to be redeemed, the Bonds within such maturity to be redeemed shall be selected as follows: (i) if the Bonds are held in certificated form, by the Paying Agent by lot in such manner as it shall in its discretion determine, or (ii) if the Bonds are held in the Book Entry System, by the Securities Depository in accordance with its rules and procedures; provided that, in either case, any such Bonds selected for redemption shall be in authorized denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof if prior to the Conversion Date and \$5,000 or any integral multiple thereof if on and after the Conversion Date. Notwithstanding the foregoing, at the written direction of the Bank, any Bonds held by the Bank as Pledged Bonds pursuant to the Credit Agreement shall be selected by the Paying Agent for redemption before any other Bonds are selected for redemption. If there shall be called for redemption less than the principal amount of a certificated Bond, the Issuer shall execute and the Paying Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the holder thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such holder, a new Bond or Bonds in any authorized denomination. If the Bonds are held in the Book Entry System, upon a redemption of less than the entire amount of the Bonds Outstanding, the Paying Agent shall (i) either exchange the Bond or Bonds held by the Securities Depository for a new Bond or Bonds in the appropriate principal amount, if such Bond is presented to the Paying Agent by the Securities Depository, or (ii) obtain from the Securities Depository a written confirmation of the reduction in the principal amount of the Bonds held by such Securities Depository.

SECTION 3.06. Notice of Redemption. Upon receipt by the Paying Agent of notice from the Issuer at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Sinking Fund Redemptions or a Special Mandatory Redemption, notice of redemption shall be mailed by the Paying Agent by first class mail at least thirty (30) days but not more than forty-five (45) days

before the redemption date to each holder of the Bonds (or, if the Bonds are held in the Book Entry System, to the Securities Depository in accordance with its rules and procedures) to be redeemed in whole or in part at his last address appearing on the registration books, but no defect in or failure to give such notice of redemption shall affect the validity of the redemption. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption provided funds for their redemption have been duly deposited with the Paying Agent and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Paying Agent and a new Bond for any portion not redeemed.

SECTION 3.07. Outstanding Bonds. Notwithstanding anything to the contrary contained herein or any other document or instrument executed in connection with the issuance of the Bonds, in the event the Paying Agent draws under the Letter of Credit, and pays the holders of the Bonds from the proceeds drawn under the Letter of Credit, the Bonds for all purposes shall be deemed to be Pledged Bonds, shall be deemed to be outstanding for all purposes, and shall not be considered paid, redeemed or otherwise discharged unless and until the Bank has been paid all amounts due and payable under the Credit Agreement, and all amounts drawn under the Letter of Credit.

ARTICLE IV

SECURITY

SECTION 4.01. Security. The Bonds and the interest and any premium thereon and any payment obligation under a swap agreement (including, without limitation, any termination payments under such swap agreement, collectively, “Swap Payments”) with respect to the Bonds (the “Swap Agreement”) shall be a limited obligation of the Issuer as provided in Section 2.06, and shall be secured by and payable on a parity with each other only from the following:

- (i) all lease payments received by the Issuer from tenants in the Project which will be paid as received by the Issuer to the Paying Agent and deposited in the Bond Fund;
- (ii) a subordinate pledge of the Net Revenues;
- (iii) all moneys in the Bond Fund and the Proceeds Fund, including the proceeds of the Bonds pending disbursement thereof; and
- (iv) all of the proceeds of the foregoing, including without limitation investments thereof.

The foregoing are collectively the “Security,” and in consideration of the purchase of the Bonds and to secure payment, on a first priority basis and a subordinate basis with respect to the Net Revenues, of the principal of premium, if any, and interest on the Bonds and any other cost or pecuniary liability of the Issuer relating to the Bonds or any proceeding, document or certification incidental to the issuance of the Bonds, and to secure performance and observance of all covenants, terms and conditions upon which the Bonds are to be issued, including without limitation this Bond Ordinance and on a second priority basis, of the obligations of the Issuer under the Credit Agreement, the Issuer, without warranty, pursuant to law hereby conveys, assigns and pledges all of its right, title and interest in, and grants a security interest in, the Security to the Paying Agent, and its successors and assigns, in trust for the benefit of the Bondholders and for the benefit of the Bank pursuant to the Credit Agreement, and their successors and assigns. For

reference purposes, the Letter of Credit shall be deemed a part of the Security for the Bonds only during the Variable Rate Period.

SECTION 4.02. Payment of Bonds and Performance of Covenants: The Issuer shall promptly pay, but only out of the Security, the principal of, premium, if any, and interest on the Bonds at the place, on the dates and in the manner provided in the Bonds. The Issuer shall promptly perform and observe all covenants, undertakings and obligations set forth herein or the Bonds on its part to be performed or observed. The Issuer agrees that the Paying Agent in its name or in the name of the Issuer may enforce any rights of the Issuer under or arising from the Bonds whether or not the Issuer is in default hereunder. The Issuer shall fully cooperate with the Paying Agent in the enforcement by the Paying Agent of any such rights. At the request of the Paying Agent, the Issuer, upon being reasonably indemnified, shall in its name commence legal action or take such other actions as the Paying Agent shall reasonably request to enforce the rights of the Issuer or the Paying Agent under or arising from the Bonds.

SECTION 4.03. Authority. The Issuer represents and warrants that (i) it is duly authorized under the Constitution and laws of the State to issue the Bonds, and to execute, deliver and perform the terms of this Bond Ordinance; (ii) all action on its part for the issuance of the Bonds and execution and delivery of this Bond Ordinance have been duly taken; (iii) the Bonds upon issuance and authentication, and this Bond Ordinance upon delivery, shall be valid and enforceable against the Issuer in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights and by general principles of equity; (iv) it has not heretofore conveyed, assigned, pledged, granted a security interest in or otherwise disposed of the Security; (v) execution, delivery and performance of this Bond Ordinance are not in contravention of law or any agreement, instrument, ordinance or other undertaking to which it is a party or by which it is bound.

SECTION 4.04. No Litigation. The Issuer represents and warrants that (i) no litigation or administrative action of any nature has been served upon the Issuer for the purpose of restraining or enjoining the issuance or delivery of the Bonds or the execution and delivery of this Bond Ordinance or in any manner questioning the proceedings or authority under which they have occurred, or affecting their validity; (ii) no contest is pending as to its existence or authority of its present officers; (iii) no authority or proceeding for the issuance of the Bonds or for the payment or security thereof has been repealed, revoked or rescinded; (iv) no petition seeking to initiate any resolution or other measure affecting the same or the proceedings therefor has been filed and (v) to the best of the knowledge of the officials of the Issuer executing this Bond Ordinance, none of the foregoing actions is threatened.

SECTION 4.05. Further Assurances. The Issuer covenants that it will cooperate to the extent necessary with the Paying Agent and the Bank in their defenses of the Security against the claims and demands of all Persons, and will do, execute, acknowledge and deliver or cause to be done, such ordinances supplemental hereto and such further acts, instruments and transfers as the Paying Agent or the Bank may reasonably require for the better pledging of the Security. The Issuer shall promptly furnish the certificate described in Section 8.01(k) of this Bond Ordinance upon the request of the Paying Agent.

SECTION 4.06. No Other Encumbrances. The Issuer covenants that except as otherwise provided herein, it will not sell, convey, mortgage, encumber or otherwise dispose of any portion of the Security.

SECTION 4.07. No Personal Liability. No member, director, elected official, officer, agent or employee of the Issuer, including any person executing this Bond Ordinance or the Bonds, shall be liable personally on the Bonds or subject to any personal liability for any reason relating to the issuance of the Bonds.

SECTION 4.08. [Reserved]

SECTION 4.09. Letter of Credit

(a) Except with respect to Bonds registered in the name of the Bank pursuant to Section 3.03 (which Bonds shall not be entitled to any benefit of the Letter of Credit): (i) the Paying Agent shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof to the extent necessary to make timely payments of principal and interest on the Bonds, all as contemplated by Section 5.01, (ii) the Paying Agent shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof on each Optional Tender Date and on the Conversion Date and each Mandatory Purchase Date to effect the purchase of Bonds (or portions thereof in authorized denominations) required on such Dates, and (iii) upon the occurrence of an Event of Default specified in Section 701(f) or (h) or upon declaration of acceleration of the Bonds pursuant to any other Event of Default, the Paying Agent shall immediately draw on the Letter of Credit to the extent available in an amount equal to the full unpaid principal and accrued interest on the Bonds. To the extent that the amount of interest payable on the next succeeding Interest Payment Date is not fully determined at the time the Paying Agent is required to draw upon the Letter of Credit, the Paying Agent shall draw upon the Letter of Credit at the rate of twelve percent (12%) per annum during the time the interest rate is not determinable.

(b) Upon any redemption or defeasance of any Bonds or upon cancellation of any Bond upon purchase thereof as contemplated by Section 3.03, the Paying Agent shall send notice to the Bank to reduce the amounts available to be drawn on the Letter of Credit.

(c) The Paying Agent shall within ten (10) Business Days surrender the Letter of Credit to the Bank for cancellation only upon the earliest of (i) the stated expiration date thereof, or, if such date is extended, the date as so extended, (ii) the date on which the principal amount of and interest on the Bonds shall have been paid in full or this Bond Ordinance is otherwise discharged pursuant to Section 6.01 hereof, (iii) the date on which the Bank honors the draft drawn under the Letter of Credit following a conversion of any of the Bonds from a Variable Rate to a Fixed Rate, (iv) the effective date of an Alternate Letter of Credit only after the Bank's honor of the draw on the Letter of Credits upon the resulting Mandatory Tender of the Bonds, (v) the date on which the Bank honors the draft drawn under the Letter of Credit pursuant to Section 7.02 of this Bond Ordinance, or (vi) the date the Bank honors the final drawing available to be made under the Letter of Credit.

(d) On the effective date of an Alternate Letter of Credit the Paying Agent shall accept the Alternate Letter of Credit and shall give prompt written notice to the Bondholders, the Remarketing Agent and the Bank, which notice shall state the name of the bank issuing the Alternate Letter of Credit and the effective date thereof. In the event

that the Paying Agent does not receive the Alternate Letter of Credit on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default under Section 7.01(h) hereunder, and the payment of principal and interest on the Bonds shall be declared due and payable in accordance with the provisions of Section 7.02 hereof.

SECTION 4.10. Payments of Taxes, Charges, Etc. The Issuer covenants that it will promptly cause to be paid (but solely from the amounts to be paid under the Loan Agreement) all lawful taxes, charges, assessments, imposts and governmental charges at any time levied or assessed upon or against the Project, or any part thereof; which might impair or prejudice the lien and security of this Bond Ordinance; provided, however, that nothing contained in this Section shall require the Issuer to cause to be paid any such taxes, assessments, imposts or charges so long as the validity thereof is being contested in good faith and by appropriate legal proceedings.

ARTICLE V

FUNDS

SECTION 5.01. Bond Fund.

(a) There is hereby created and established with the Paying Agent a trust fund which shall be designated "City of Shreveport, State of Louisiana – Special Facility Bonds Bond Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Bond Fund. The money in the Bond Fund shall be used (i) to pay the Debt Service on the Bonds as the same shall become due and payable or (ii) to reimburse the Bank for amounts drawn under the Letter of Credit, as provided in subsection (d) of this Section.

(b) There shall be deposited in the Bond Fund, as and when received:

- (i) all money drawn by the Paying Agent under the Letter of Credit for the purpose of paying the principal amount of the Bonds and the interest due thereon on any Interest Payment Date, to mandatorily redeem Bonds in accordance with Section 3.04(b) hereof, which money shall not be commingled with any other money on deposit in the Bond Fund from time to time;
- (ii) all lease payments, including all proceeds resulting from the enforcement of the Security or its realization as collateral, and any insurance and condemnation proceeds as provided in the Loan Agreement;
- (iii) any Surplus Bond Proceeds; and
- (iv) any other moneys received by the Paying Agent with directions for deposit in the Bond Fund.

(c) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Bond Fund to pay the Debt Service on the Bonds as the same becomes due and payable, whether at maturity, by call for redemption, or otherwise, which authorization and direction the Paying Agent hereby accepts. Funds for such payments shall be derived from the following sources in the order of priority indicated:

- (i) FIRST, money drawn by the Paying Agent under the Letter of Credit, and
- (ii) SECOND, any other money on deposit in the Bond Fund.

(d) If the Letter of Credit is then in effect, prior to 9:30 a.m. (prevailing central time) on the second Business Day next preceding each Interest Payment Date the Paying Agent shall, without making any prior claim or demand upon the Issuer to make a draw under the Letter of Credit in an amount equal to the amount of Debt Service due on such Interest Payment Date on Bonds other than Pledged Bonds. If by 11:00 a.m.

(prevailing central time) on the second Business Day, the Paying Agent has not received payment in full from the Bank or if the Letter of Credit has been repudiated, the Paying Agent shall, on or before 12:00 noon (prevailing central time) on the second Business Day preceding the Interest Payment Date, the Paying Agent shall send notice of the dishonor or repudiation to the Credit Obligor and immediately effectuate the mandatory redemption provided for in Section 3.04(b) hereof. Any such money drawn under the Letter of Credit shall be deposited and held in a separate, segregated account in the Bond Fund, and shall not be commingled with other money in the Bond Fund. If money from any source other than the Letter of Credit is, at the time of such draw, on deposit in the Bond Fund and available for the payment of Debt Service on Bonds other than Pledged Bonds, the Paying Agent shall nevertheless draw under the Letter of Credit to make such payment of Debt Service, and the money available from such other source shall; to the extent of the amount paid by the Bank against such draw, be paid to the Bank. All money so drawn under the Letter of Credit shall be used to pay Debt Service on Bonds other than Pledged Bonds; Debt Service on Pledged Bonds shall be paid with money deposited in the Bond Fund from any source other than the Letter of Credit. Debt Service due on all Pledged Bonds shall be paid to the Bank.

SECTION 5.02. Bond Purchase Fund.

(a) There is hereby created and established with the Paying Agent a trust fund which shall be designated City of Shreveport, State of Louisiana – Special Facility Bonds Bond Purchase Fund”. The Paying Agent shall be the custodian for the Bond Purchase Fund, and money in such Fund may be disbursed by the Paying Agent as hereinafter provided. The money in the Bond Purchase Fund shall be used (i) to pay the Purchase Price of Bonds due on any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date, or (ii) to reimburse the Bank for amounts drawn under the Letter of Credit, as provided in subsection (d) of this Section.

(b) There shall be deposited in the Bond Purchase Fund, as and when received:

(i) all money drawn by the Paying Agent under the Letter of Credit for the purpose of paying the Purchase Price of Bonds due on any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date, which money shall not be commingled with any other money on deposit in the Bond Purchase Fund from time to time;

(ii) all payments made under the Loan Agreement with respect to the payment of the Purchase Price of tendered Bonds;

(iii) the proceeds of any remarketing of tendered Bonds by the Remarketing Agent pursuant to Section 2.05 hereof;

(iv) all other money required to be deposited in the Bond Purchase Fund pursuant to this Bond Ordinance; and

(v) all other money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Bond Purchase Fund.

(c) The Paying Agent is hereby authorized and directed to withdraw sufficient money from the Bond Purchase Fund to pay the Purchase Price of Bonds due on any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date. Funds for such payments shall be derived from the following sources in the order of priority indicated:

(i) FIRST, money drawn by the Paying Agent under the Letter of Credit;

- (ii) SECOND, money received by the Paying Agent from the remarketing of Bonds by the Remarketing Agent pursuant to Section 2.05 hereof, and
- (iii) THIRD, all other money on deposit in the Bond Purchase Fund.
- (d) If the Letter of Credit is then in effect, prior to 9:30 a.m. (prevailing central time) on the second Business Day next preceding each tender date specified in Section 5.02(b) hereof; the Paying Agent shall, without making any prior claim or demand upon the Issuer for the payment of loan payments due under the Loan Agreement, make a draw under the Letter of Credit in an amount equal to the amount of Debt Service due on such date on Bonds other than Pledged Bonds. If by 3:00 p.m. (prevailing central time) or by 11:00 a.m. on the next Business Day in the case of a mandatory tender on such date, the Paying Agent has not received payment in full from the Bank or if the Letter of Credit has been repudiated, the Paying Agent shall, on or before 11:00 a.m. (prevailing central time) on the Business Day preceding the date, the Paying Agent shall send notice of the dishonor or repudiation to the Credit Obligor and immediately effectuate the mandatory redemption provided for in Section 3.04(b) hereof.

SECTION 5.03. Establishment and Use of Proceeds Fund. There is hereby created and established with the regularly designated fiscal agent bank of Issuer a special fund to be designated Proceeds Fund and a separate Cost of Issuance Account created with the Paying Agent. The proceeds of the sale of the Bonds shall be deposited in the Proceeds Fund, net of issuance cost, which will be deposited in the Cost of Issuance Account.

Funds in the Cost of Issuance Account shall be expended and disbursed for reimbursement to the Issuer and to pay costs of issuance upon receipt of written requisitions from the Company and approved by the Bank.

SECTION 5.04. Account Statements. The Paying Agent shall cause to be kept and maintained adequate account statements, including receipts and statements of disbursements, deposits and investments, pertaining to the Proceeds Fund, Bond Fund and Bond Purchase Fund and all disbursements therefrom. The Paying Agent shall provide such account statements pertaining to such Funds and the disbursements therefrom to the Issuer and the Bank upon request.

SECTION 5.05. Investment of Proceeds Fund, Bond Fund and Bond Purchase Fund Moneys. Moneys held as part of the Proceeds Fund, Bond Fund and Bond Purchase Fund shall be invested and reinvested in Permitted Investments provided, however, that any moneys from a drawing under the Letter of Credit shall remain uninvested and any other moneys held by the Paying Agent in the Bond Fund and in the Bond Purchase Fund may only be invested and reinvested in Government Obligations. Any Permitted Investments shall be held by or under the control of the Paying Agent and shall be deemed at all times a part of the fund and account which was used to purchase the same. All interest accruing thereon and any profit realized from Permitted Investments shall be credited to the respective fund or account and any loss resulting from Permitted Investments shall be similarly charged. The Paying Agent shall not be liable to the Issuer for any loss suffered as a result of or in connection with any investment of funds made by the Paying Agent in good faith as instructed by or approved by the Issuer.

SECTION 5.07. Disposition of Funds. After payment in full of the Bonds, or provision having been made for payment of the Bonds in accordance with Section 6.02

hereof, any amounts remaining in the Bond Fund, the Proceeds Fund or the Bond Purchase Fund shall be paid, first, to the Bank if there is then any amount owing by the Company pursuant to the Credit Agreement, and, second, to the Issuer.

ARTICLE VI

DISCHARGE OF LIEN

SECTION 6.01. Discharge of Lien and Security Interest. Subject to the next paragraph, upon payment in full of the Bonds, then these presents and the security interests shall cease, determine and be void, and thereupon the Paying Agent, upon determining that all conditions precedent to the satisfaction and discharge of this Bond Ordinance have been complied with, and upon payment of the Paying Agent's fees, costs and expenses hereunder, shall cancel and discharge this Bond Ordinance and the security interests, execute and deliver to the Issuer such instruments in writing as shall be required to cancel and discharge this Bond Ordinance and the security interests, reconvey to the Issuer the Security, and assign and deliver to the Issuer so much of the Security as may be in its possession or subject to its control, except for moneys and Government Obligations held in the Bond Fund for the purpose of paying Bonds and except for moneys held in the Bond Purchase Fund for the purpose of paying the Purchase Price of the Bonds which have been purchased by the Paying Agent; provided, however, such cancellation and discharge of this Bond Ordinance shall not terminate the powers and rights granted to the Paying Agent with respect to the payment, transfer and exchange of the Bonds; and provided, further, that the rights of the Issuer, the Paying Agent and the Remarketing Agent to indemnity and payment of all reasonable fees and expenses shall survive.

Notwithstanding any other provision to the contrary in this Bond Ordinance and unless otherwise agreed to by the Bank, to the extent that moneys are drawn by the Paying Agent under the Letter of Credit or the Issuer is otherwise indebted to the Bank under the Credit Agreement and the fees, costs and expenses of the Paying Agent hereunder have been paid, the lien of this Bond Ordinance shall not be discharged but the Bank shall be subrogated to such extent to all rights of the Bondholders to enforce the payment of the Bonds from the Security and all other rights of the Bondholders under the Bonds and this Bond Ordinance shall be entitled in its own right upon payment in full of the principal of and interest on the Bonds to exercise all rights of enforcement and remedies set forth in Article VII hereof, and the holders of the Bonds will be deemed paid to the extent of moneys drawn by the Paying Agent under the Letter of Credit. The Paying Agent further agrees to sign, execute and deliver all documents or instruments and do all things which may be reasonably required by the Bank in order to effect the Bank's subrogation of rights of enforcement and remedies set forth in Article VII hereof in accordance with the intent of this Article VI.

SECTION 6.02. Provision for Payment of Bonds. During the Fixed Rate Period, Bonds shall be deemed to have been paid within the meaning of Section 6.01 if:

- (a) there shall have been irrevocably deposited in the Bond Fund either:
 - (i) sufficient moneys, or
 - (ii) noncallable Government Obligations, of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be

held in trust also), be sufficient together with any moneys referred to in subsection (i) above, for the payment at their respective maturities or redemption dates prior to maturity, of the principal thereof and the redemption premium (if any) and interest to accrue thereon to such maturity or redemption dates, as the case may be as verified by a firm of certified public accountants regularly engaged to perform such verification calculations;

(b) there shall have been paid all fees, costs and expenses of the Paying Agent and the Remarketing Agent due or to become due or there shall be sufficient moneys in the Bond Fund to make said payments; and

(c) if any Bonds are to be redeemed on any date prior to their maturity, the Paying Agent shall have received in form satisfactory to it irrevocable instructions to redeem such Bonds on such date and either evidence satisfactory to the Paying Agent that all redemption notices required by this Bond Ordinance have been given or irrevocable power authorizing the Paying Agent to give such redemption notices.

Limitations elsewhere specified herein regarding the investment of moneys held by the Paying Agent in the Bond Fund shall not be construed to prevent the depositing and holding in the Bond Fund of the obligations described in the preceding subparagraph (a)(ii) for the purpose of defeasing the lien of this Bond Ordinance as to Bonds which have not yet become due and payable. In addition, all moneys so deposited with the Paying Agent as provided in this Section 6.02 may also be invested and reinvested, at the direction of the Issuer, in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Paying Agent pursuant to this Section 6.02 which is not required for the payment of the Bonds and interest and redemption premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

SECTION 6.03. Discharge of this Bond Ordinance. Notwithstanding the fact that the lien of this Bond Ordinance upon the Security may have been discharged and cancelled in accordance with Section 6.01, this Bond Ordinance and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Security may have been discharged and cancelled, shall nevertheless continue and subsist after payment in full of the Bonds and all of the Issuer's obligations to the Bank under the Credit Agreement until the Paying Agent shall have returned to the Issuer all funds held by the Paying Agent in the Bond Fund, the Bond Purchase Fund and the Proceeds Fund pursuant to Sections 5.01, 5.02 and 5.03 of this Bond Ordinance.

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES

SECTION 7.01. Events of Default. Any one of the following shall constitute an Event of Default hereunder:

(a) Default in the payment of any interest on any Bond when and as the same shall have become due

(b) Default in the payment of the principal of or any premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) Default in the payment of the Purchase Price of any Bond required to be purchased hereunder when and as the same shall become due;

(d) Default in the observance or performance of any other covenant, condition or agreement on the part of the Issuer to be performed in this Bond Ordinance or in the Bonds for a period of thirty (30) days after receipt of written notice, specifying such failure and requesting that it be remedied, shall have been given to the Issuer by the Bank or the Paying Agent (and, if notice shall be given by the Paying Agent, such notice shall also be given to the Bank); provided, however, that if the Issuer shall be unable to observe or perform any such covenant, condition, undertaking or agreement which, if begun and prosecuted with due diligence can be completed but not within a period of thirty (30) days, then such period shall be increased to such extent as shall be determined by the Paying Agent with the written consent of the Bank to be necessary to enable the Issuer to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence;

(e) The Paying Agent shall have received a written notice from the Bank of the occurrence and continuance of an Event of Default as defined in the Credit Agreement requesting that the Paying Agent treat such occurrence as an Event of Default hereunder;

(f) The Paying Agent shall have received, within ten (10) Business Days following a drawing under the Letter of Credit to pay principal, interest, or the portion of the Purchase Price corresponding to principal or interest, on the Bonds, a written notice from the Bank that the Bank has not been reimbursed in full by the Issuer for the amount of any drawing, together with interest, if any, owing thereon pursuant to the Credit Agreement and the interest portion of the Letter of Credit has not been reinstated; provided that no Event of Default shall exist if the Bank does not remit such notice regardless of the failure of the Issuer to so reimburse the Bank;

(g) The Bank shall wrongfully dishonor any draft or other request for payment under the Letter of Credit presented in strict accordance with its terms, the Letter of Credit shall, for any reason, become unavailable to or unenforceable by the Paying Agent, or the Bank (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, Paying Agent, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (g), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, Paying Agent, custodian or other similar official for it or for any substantial part of its property, and, if each such proceeding is being contested by the Bank in good faith, each such proceeding shall remain undismissed or unstayed for a period of sixty (60)

days, and the Issuer shall not have obtained an Alternate Letter of Credit within sixty (60) days after receipt of notice of each such occurrence; or

(h) The Issuer shall fail to deliver to the Paying Agent an Alternate Letter of Credit on or prior to the Mandatory Purchase Date or the existing Letter of Credit is not renewed, reissued, extended or replaced for a period of not less than one (1) year, as set forth in Section 3.02(e) hereof. Any default described in Section 7.01(d) hereof may be waived by the Paying Agent with the written consent of the Bank from time to time if the Issuer is proceeding with all due diligence to cure such default and the Issuer is not otherwise in default hereunder.

SECTION 7.02. Acceleration. Subject to the requirement that the Bank's consent to any acceleration must be obtained in the case of an Event of Default described in subsection (d) or (e) of Section 7.01 hereof, upon the occurrence of any Event of Default hereunder, the Paying Agent may and upon (i) the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding or (ii) the occurrence of an Event of Default under subsection (f), (g) or (i) of Section 7.01 hereof, the Paying Agent shall, by notice in writing sent to the Issuer, declare, the principal of and any premium on all Bonds then Outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and, upon said declaration, such principal and premium, if any, and interest shall become and be immediately due and payable. Pursuant to such declaration, interest on the Bonds shall accrue to the date of such declaration. Upon any declaration of acceleration hereunder, the Paying Agent shall immediately exercise such rights as it may have hereunder and, to the extent it has not already done so and to the extent necessary, shall immediately draw upon the Letter of Credit as provided in clause (iii) of Section 4.09(a).

Immediately following any such declaration of acceleration, the Paying Agent shall mail notice of such declaration by regular first-class mail to each holder of Bonds (or the Securities Depository in the event the Bonds are held in the Book Entry System) at his last address appearing on the registration books of the Paying Agent. Any defect in or failure to give such notice of such declaration, or any failure by the Securities Depository to provide, or arrange for the provision of, such notice to Beneficial Owners, shall not affect the validity of such declaration.

SECTION 7.03. Other Remedies, Rights of Bondholders. Upon the happening and continuance of an Event of Default hereunder the Paying Agent may, but only with the prior written consent of the Bank with respect to an Event of Default described in subsection (d) or (e) of Section 7.01, with or without taking action under Section 7.02 hereof, pursue any available remedy to enforce the performance of or compliance with any other obligation or requirement of this Bond Ordinance.

Subject to Section 7.02 hereof the Bank's consent upon certain Events of Default as referred to in the preceding paragraph, upon the happening and continuance of an Event of Default, and if requested to do so by the holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and the Paying Agent is indemnified as provided in Section 8.01 hereof the Paying Agent shall exercise such of the rights and powers conferred by this Section and by Section 7.02 hereof as the Paying Agent, being advised by counsel, shall deem most effective to enforce and protect the interests of the Bondholders and, except to the extent inconsistent with the interests of the Bondholders and the Bank.

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Paying Agent (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Paying Agent or to the Bondholders hereunder or now or hereafter existing.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Paying Agent or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 7.04. Right of Bondholders and Bank to Direct Proceedings.

Anything in this Bond Ordinance to the contrary notwithstanding, and subject to the rights of the Bank to direct proceedings as provided in Sections 7.02 and 7.03, the holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Paying Agent, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Ordinance, or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Ordinance, and provided that the Paying Agent shall be indemnified to its satisfaction (except for actions required under Section 4.09(a)(iii) or Section 7.02). No Bondholder shall individually; or collectively except through the Paying Agent, have the right to present a draft to the Bank to collect amounts available under the Letter of Credit.

No Bondholder shall have the right to institute any proceeding for the enforcement of this Bond Ordinance unless such Bondholder has given the Paying Agent written notice of an Event of Default, the holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have requested the Paying Agent in writing to institute such proceeding, the Paying Agent shall have been afforded a reasonable opportunity to exercise its powers or to institute such proceeding, and there shall have been provided to the Paying Agent indemnity and the Paying Agent shall have thereafter failed or refused to exercise such powers or to institute such proceeding within a reasonable time. Nothing in this Bond Ordinance shall affect or impair any right of enforcement conferred on any Bondholder hereof by the Act to enforce (i) the payment of the principal of and premium (if any) and interest on Bonds at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium (if any) and interest on Bonds to such Bondholder at the time, place, from the source and in the manner as provided in this Bond Ordinance.

SECTION 7.05. Discontinuance of Default Proceedings. Prior to the drawing on the Letter of Credit pursuant to clause (iii) of Section 4.09(a), in case the Paying Agent shall have proceeded to enforce any right under this Bond Ordinance by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Bank and the Paying Agent shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Paying

Agent and Bank shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

SECTION 7.06. Waiver. The Paying Agent, with the written consent of the Bank, may waive any default or Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity of principal, and shall do so upon the written request of the Bank; provided, however that there shall be no such waiver or rescission unless the Purchase Price and all principal, premium, if any, and interest on the Bonds in arrears together with interest thereon (to the extent permitted by law) at the applicable rate of interest borne by the Bonds and all fees and expenses of the Paying Agent and the Issuer shall have been paid or provided for. The Paying Agent may not waive any default or Event of Default hereunder until the amount available to be drawn thereunder in respect of the Purchase Price of the Bonds (including both principal and interest, if any) and principal and interest on the Bonds has been reinstated in full and the Paying Agent has received the written consent of the Bank to such waivers and acknowledgment of such reinstatement.

SECTION 7.07. Application of Moneys. All moneys received by the Paying Agent pursuant to any right given or action taken under the provisions of this Article VII shall be deposited in the Bond Fund and, after payment (out of moneys derived from a source other than the Letter of Credit) of (i) the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, and advances incurred or made by the Paying Agent, including reasonable attorneys' fees, and all other current outstanding fees and expenses of the Paying Agent, and (ii) any sums due to the Issuer under this Bond Ordinance, such moneys shall be applied in the order set forth below:

(a) Unless the principal on all Bonds shall have become or been declared due and payable, all such moneys shall be applied:

FIRST: To the payment of all installments of interest then due on the Bonds and, if the amount available shall not be sufficient to pay in full any particular installment, then to the ratable payment of the amounts due on such installment; and

SECOND: To the payment of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Ordinance), with interest on such Bonds from the respective dates upon which they became due (at the rate borne by the Bonds, to the extent permitted by law) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the ratable payment of the amounts due on such date.

(b) If the principal of all the Bonds shall have become or been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority as between principal, premium or interest, installments of interest or Bonds, ratably according to the amounts due respectively for principal, premium and interest to the Persons entitled thereto.

(c) If the principal on all Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded under this Article then, subject to paragraph (b) of this Section in the event that the principal of all the Bonds shall later

become or be declared due and payable, the moneys shall be applied in accordance with paragraph (a) of this Section.

Notwithstanding the foregoing, the Paying Agent shall be obligated to apply moneys received under the Letter of Credit only to principal and interest on the Bonds (except Bonds which are not entitled to any benefit of the Letter of Credit, as contemplated by Section 4.09). Subject to Section 7.02 hereof, whenever moneys are to be applied pursuant to this Section, the Paying Agent shall fix the date of declaration of acceleration (which shall be the earliest practical date, in the sole discretion of the Paying Agent, for which the requisite notice to the Issuer can be given) upon which such application is to be made and upon such date of declaration interest on the amounts of principal to be paid on such dates shall cease to accrue. The Paying Agent shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date. The amount of any moneys received by the Paying Agent from the Letter of Credit remaining following application of same by the Paying Agent as herein provided shall be remitted by the Paying Agent to the Bank.

ARTICLE VIII

[Reserved]

ARTICLE IX

AMENDMENTS, SUPPLEMENTAL ORDINANCES

SECTION 9.01. Supplemental Ordinances. The Issuer and the Paying Agent, with the written consent of the Bank but without the consent of or notice to any Bondholders, may enter into an ordinance or ordinances supplemental to this Bond Ordinance and not inconsistent herewith for one or more of the following purposes:

(a) To cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental ordinance which may be defective or inconsistent with any provision contained herein or in any supplemental ordinance, or to make such other provisions in regard to matters or questions arising under this Bond Ordinance which shall not adversely affect the interest of the Bondholders or the Bank;

(b) To grant to or confer upon the Paying Agent for the benefit of the Bondholders or the Bank any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Paying Agent;

(c) To grant or pledge to the Paying Agent for the benefit of Bondholders and the Bank any additional security other than that granted or pledged under this Bond Ordinance;

(d) To modify, mend or supplement this Bond Ordinance or any ordinance supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(e) To appoint a successor Paying Agent, separate Paying Agents or co-Paying Agents in the manner provided in Article VIII;

(f) To provide for a letter of credit or other credit enhancement for the payment of the Bonds to be effective on and after the Conversion Date;

(g) To modify, amend or supplement this Bond Ordinance to provide that the Bonds will be registered under a Book Entry System and to facilitate the registration of the Bonds under such a system; or

(h) To obtain a rating on the Bonds from a national rating service.

When requested by the Issuer and upon receipt of an opinion of Bond Counsel to the effect that all conditions precedent under this Bond Ordinance have been met, the Paying Agent shall join the Issuer in the execution of any such supplemental ordinance. A copy of all such supplemental ordinances shall be promptly furnished to the Bank.

SECTION 9.02. Amendments to Bond Ordinance, Consent of Bondholders and the Bank. Exclusive of supplemental ordinances covered by Section 9.01 and subject to the terms and provisions contained in this Section 9.02, and not otherwise, the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding and affected by such ordinance or ordinances supplemental hereto, with the written consent of the Bank, shall have the right, from time to time, anything contained in this Bond Ordinance to the contrary notwithstanding, to consent to and direct the execution by the Paying Agent of such other ordinance or ordinances supplemental hereto as shall be consented to by the Issuer, which consent shall not be unreasonably withheld, for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Ordinance or in any supplemental ordinance; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) without the consent of the holders of all Bonds then Outstanding (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Bond, or (ii) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond, (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (iv) the creation of a lien prior to the lien of this Bond Ordinance, (v) a reduction in the aggregate principal amount of the Bonds required for consent to any supplemental ordinance, or (vi) a modification or change which impairs the ability of a Bondholder to tender Bonds for purchase pursuant to Section 3.01(a) hereof or (b) a modification or change in the duties of the Paying Agent hereunder without the consent of the Paying Agent. The giving of notice to and consent of the Bondholders to any such proposed supplemental ordinance shall be obtained pursuant to Section 9.06.

Copies of any such supplemental ordinances shall be filed with the Bank.

SECTION 9.03. Amendments, Changes and Modifications to the Letter of Credit. Except as otherwise provided in this Bond Ordinance, subsequent to the initial issuance of Bonds and prior to payment of the Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of this Bond Ordinance), the Letter of Credit may not be effectively amended, changed or modified without the prior written consent of the Paying Agent and the Bank; provided, that the Original Letter of Credit may be extended upon similar terms (except that the amount of the Letter of Credit may be reduced to reflect any corresponding redemption of Bonds) without the written consent of the Paying Agent. The Paying Agent may, without the consent of the owners of the Bonds, consent to any amendment of the Letter of Credit as may be required for purposes of curing any ambiguity, formal defect or omission which, in the Paying Agent's judgment, does not prejudice in any material respect the interests of the Bondholders. Except for such amendments, the Letter of Credit may be amended only with the consent of the Issuer, the Paying Agent, the Bank and the owners of a majority in aggregate principal amount of Outstanding Bonds, except that no such amendment may be made which would reduce the amounts required to be paid thereunder, extend the time

for payment of such amounts or accelerate the expiration date of the Letter of Credit without the written consent of the owners of all Outstanding Bonds. The foregoing shall not limit the Paying Agent's obligation to send notice to the Bank to reduce amounts available to be drawn under the Letter of Credit under the circumstances set forth therein.

SECTION 9.04. Notice to and Consent of Bondholders. If consent of the Bondholders is required under the terms of this Bond Ordinance for the amendment of this Bond Ordinance, or the Letter of Credit or for any other similar purpose, the Paying Agent shall, upon being indemnified cause notice of the proposed execution of the amendment or supplemental ordinance to be given by first class mail to the last known holders of the Outstanding Bonds then shown on the Bond register (or the Securities Depository, in the event the Bonds are held in the Book Entry System). Such notice shall briefly set forth the nature of the proposed amendment, supplemental ordinance or other action and shall state that copies of any such amendment, supplemental ordinance or other document are on file at the principal corporate trust office of the Paying Agent for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the satisfactorily mailing of such notice the holders of a majority or all, as the case may be, of the principal amount of the Bonds Outstanding by instruments filed with the Paying Agent shall have consented to the amendment, supplemental ordinance or other proposed action, then the Paying Agent may execute such amendment, supplemental ordinance or other document or take such proposed action and the consent of the Bondholders shall thereby be conclusively presumed.

SECTION 9.05. Waivers. The Paying Agent shall not waive on its own behalf or on behalf of the Issuer any obligation of the Issuer under the Loan Agreement without the written consent of the Bank and the Paying Agent shall do so if directed by the Bank.

SECTION 9.06. Opinion of Bond Counsel. Any amendment to this Bond Ordinance and the Letter of Credit shall be accompanied by an opinion of Bond Counsel that (i) such amendment, as the case may be, is authorized does not violate any provision of the Act.

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Remarketing Agent. The Issuer hereby appoints Morgan Keegan & Company, Inc., New Orleans, Louisiana, as the initial Remarketing Agent. The Issuer, with the written consent of the Bank, which consent shall not be unreasonably withheld, may appoint any successor Remarketing Agent for the Bonds. Any Remarketing Agent shall designate to the Issuer and the Paying Agent its principal office for purposes hereof, which shall be the office of such Remarketing Agent at which all notices and other communications in connection herewith may be delivered to it, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Paying Agent and the Bank under which such Remarketing Agent will agree particularly to (i) perform its obligations under Section 2.03 with respect to the determination of the Variable Rate and the Fixed Rate, (ii) perform its obligations under Section 2.05 with respect to any Bond delivered or deemed to have been delivered to the Tender Agent for purchase pursuant to Section 3.01 or Section 3.02, and (iii) keep books and records with respect to all its activities

hereunder available for inspection by the Issuer, the Paying Agent and the Bank at all reasonable times.

SECTION 10.02. Qualifications of Remarketing Agent; Resignation,

Removal. The Remarketing Agent shall be a financial institution, partnership, person or corporation with the ability to perform all the duties imposed upon it by this Bond Ordinance. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Bond Ordinance by giving at least thirty (30) days' notice to the Issuer, the Paying Agent and the Bank. The Remarketing Agent may, with the written consent of the Bank, be removed at any time, at the direction of the Issuer, by an instrument signed by the Issuer and filed with the Remarketing Agent, the Paying Agent and the Bank. Upon the resignation or removal of the Remarketing Agent, the Issuer, with the written consent of the Bank, may appoint a successor Remarketing Agent. The Bank shall appoint a successor Remarketing Agent if the Issuer fails to do so. Any successor Remarketing Agent shall meet the qualifications set forth in this Section.

SECTION 10.03. Paying Agent as Custodian of the Funds, Bond

Registrar, Paying Agent and Tender Agent. The Paying Agent shall also act as the Tender Agent and Bond Registrar, and shall perform such duties in such roles. A successor Paying Agent shall also assume such duties in such roles.

The Paying Agent shall be custodian of the funds, Bond registrar and paying agent for principal of and premium (if any) and interest on the Bonds. The Paying Agent shall be tender agent for the Bonds as provided in Article III hereof. The Paying Agent hereby agrees that in performing its duties as tender agent referred to in Article III hereof that it is acting as the agent and representative of the Issuer and the Bondholders. The Paying Agent hereby accepts all of its rights, and agrees to observe and perform all of its duties and obligations, as Tender Agent contained in the Remarketing Agreement.

SECTION 10.04. Several Capacities. Anything in this Bond Ordinance to the contrary notwithstanding, the same entity may serve hereunder as the Bank, the Paying Agent, the Tender Agent and the Remarketing Agent and in any other combination of such capacities, to the extent not prohibited by law.

SECTION 10.05. Right of Paying Agent to Pay Taxes and Other Charges.

In case any tax, assessment or governmental or other charge upon any part of the Project is not paid as required, the Paying Agent may and, upon direction of Bondholders owning not less than a majority of the principal amount of the Outstanding Bonds, shall subject to satisfactory indemnity, pay such tax, assessment or governmental or other charge, without prejudice, however, to any rights of the Paying Agent hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment until paid at the greater of the rate of interest borne by the Bonds or the per annum rate of interest equal to the rate of interest announced from time to time by the bank serving as Paying Agent (or, in the case of the initial Paying Agent, Regions Bank) as its "prime rate" plus two percent (2%) and such amounts shall become so much additional indebtedness secured by this Bond Ordinance, shall be given a preference in payment over the Bonds, and shall be paid out of the Security.

SECTION 10.06. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Ordinance or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Bondholders, the Bank and the Issuer any legal or equitable right,

remedy or claim under or in respect to this Bond Ordinance or any covenants, conditions and provisions herein contained; this Bond Ordinance and all of the covenants, conditions and provisions herein being intended to be and being for the sole and exclusive benefit of the parties hereto, the Bondholders, the Bank and the Issuer as herein provided.

SECTION 10.07. Rights of the Bank. All rights of the Bank under this Bond Ordinance to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, determine and become null and void (i) for so long as the Bank wrongfully dishonors any draft presented in strict conformity with the requirements of the Letter of Credit and until it has honored a subsequent draft, if any, thereunder or (ii) if the Letter of Credit is no longer in effect and any and all of the Issuer's obligations to the Bank pursuant to the Credit Agreement have been paid.

SECTION 10.08. [Reserved.]

SECTION 10.09. Severability. If any provision of this Bond Ordinance is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other part or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever

The invalidity of any one or more phrases, sentences; clauses or Sections of this Bond Ordinance contained, shall not affect the remaining portions of this Bond Ordinance, or any part thereof.

SECTION 10.010. Notices. It shall be sufficient service or giving of any notice, request, complaint, demand or other paper if the same shall be duly mailed by first class mail, postage prepaid, addressed as follows:

If to the Issuer: City of Shreveport, State of Louisiana
505 Travis Street, Suite 670
Shreveport, Louisiana 71101
Attention: Director of Finance

If to the Paying Agent Regions Bank
8440 Jefferson Highway
Baton Rouge, Louisiana 70809
Attention: John C. Shiroda

If to the Bank: Regions Bank
333 Texas Street
Shreveport, Louisiana 71101
Attention: Steve Roop

If to the Remarketing Agent; Morgan Keegan & Company; Inc.:
909 Poydras Street, Suite 1300
New Orleans, Louisiana 70112
Attention: Mr. Lee Bressler

If to the Rating Agency: Standard & Poor's
55 Water Street

New York, New York 10041

Attention: Surveillance Department

The Issuer, the Bank, the Paying Agent and the Remarketing Agent, by notice given hereunder, may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two addresses. All notices to the Bondholders shall be sufficiently given when mailed by first class mail, postage prepaid, to the Bondholders at the addresses last appearing on the registration books of the Paying Agent.

SECTION 10.11. Payments Due on Non-Business Days. In any case where the date of maturity of interest on or premium, if any, or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

SECTION 10.12. Interest Computation. The interest on the Bonds shall be computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year comprised of twelve 30-day months thereafter.

SECTION 10.13. Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Paying Agent and their respective successors and assigns, subject, however, to the limitations contained in this Bond Ordinance.

SECTION 10.14. Captions. The captions or headings in this Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Ordinance.

SECTION 10.15. Governing Law. This Bond Ordinance shall be governed by and interpreted in accordance with the laws of the State.

SECTION 10.16. Notice to Rating Agencies. The Issuer or the Paying Agent shall provide prompt written notice to Rating Agencies of the following events:

(a) any resignation or removal of the Paying Agent, Tender Agent or Remarketing Agent hereunder, and the appointment of a successor thereto, or the appointment of a co-Paying Agent, co-paying agent, co-tender agent or co-remarketing agent under the terms hereof;

(b) any amendment to the Operative Documents;

(c) the expiration, termination or extension of the Letter of Credit;

(d) payment of the Bonds in full;

(e) conversion of the interest rate on the Bonds to the Fixed Rate;

(f) the occurrence of an Event of Default described in Section 701(g) hereof

(g) the substitution of any credit enhancement for the Bonds including, the

Letter of Credit; and

(h) defeasance of the Bonds.

SECTION 10.17. Publication of Bond Ordinance. A copy of this Bond Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer, as soon as possible after its adoption.

SECTION 10.18. Repealing Clause. All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 10.19. Filing of Bond Ordinance. A certified copy of this Bond Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Caddo, State of Louisiana.

SECTION 10.20. Paying Agent. The Issuer hereby appoints Regions Bank, in the City of Baton Rouge, Louisiana, as Paying Agent. The Paying Agent shall designate its Principal Office to the Trustee, the Bank and the Issuer and signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering a written instrument of acceptance to the Paying Agent, the Bank and the Issuer. The Paying Agent is a commercial bank or trust company having a capitalization of at least \$15,000,000 and authorized by law to perform all duties imposed upon it by this Bond Ordinance.

SECTION 10.21. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby in all respects approved, ratified and confirmed and after their execution, the Bonds shall be delivered to the Purchaser or its agents or assigns, upon receipt by the Director of Finance of the Issuer of the agreed purchase price. The execution and delivery on behalf of the Issuer of the Bond Purchase Agreement, is hereby approved and ratified in all respects. The Mayor and Director of Finance of the Issuer are each hereby empowered, authorized and directed to execute and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement this Bond Ordinance or facilitate the sale of the Bonds.

SECTION 10.22. Official Statement. The Governing Authority hereby approves the form and content of a Preliminary Official Statement, pertaining to the Bonds submitted to the Governing Authority and hereby ratifies its prior use by the Purchaser in connection with the sale of the Bonds. The Governing Authority further approves the form and content of a final Official Statement and hereby authorizes and directs the execution by the Mayor or Director of Finance of the Issuer and delivery of such final Official Statement to the Purchaser for use in connection with the public offering of the Bonds.

SECTION 10.23 Authorization to Execute Swap Documents. Upon the advice of the Director of Finance and Chief Administrative Officer, the Mayor is authorized to execute and deliver a Swap Agreement with respect to the Bonds and is hereby authorized to execute an ISDA Master Agreement, related Schedule, Confirmation and any other necessary documents in connection therewith.

ORDINANCE NO. 52 OF 2008

AN ORDINANCE AMENDING THE 2008 CAPITAL IMPROVEMENTS BUDGET AND OTHERWISE PROVIDING WITH RESPECT THERETO.

By:

WHEREAS, the City Council finds it necessary to amend the 2008 Capital Improvements Budget to provide additional project funding and for other purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 160 of 2007, the 2008 Capital Improvements Budget, be further amended and re-enacted as follows:

In Program I (Fire Improvements):

Increase the appropriation for **Construct Fire Station #22 (04-I001)** by \$60,000.

Funding source is 2003 GOB.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 160 of 2007, 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 NO. 53 OF 2008

AN ORDINANCE AMENDING THE 2008 BUDGET FOR THE PUBLIC SAFETY GRANTS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY:

WHEREAS, the City Council finds it desirable to amend the 2008 budget for the Public Safety Grants Special Revenue Fund, to appropriate new revenues and for other purposes. NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 172 of 2007, the 2008 budget for the Public Safety Grants Special Revenue Fund, be amended and re-enacted as follows:

In Section 1 (Estimated Receipts):

2007 and Prior-Year Receipts:

Decrease Prior-Year Federal Interoperability Grant by \$96,200.

Increase Prior-Year Federal Justice Assistance Grant 2005 by \$3,700.

Decrease Prior-Year Cameras Against Crime by \$63,000.

Increase Prior-Year Federal Justice Assistance Grant 2006 by \$9,700.

Decrease Prior-Year DARE Grant 2007 by \$64,700.

Increase Prior-Year AFIS 2007 by \$1,900.

Increase Prior-Year Shreveport Enforcement Project 2007 by \$30,100.

Decrease Prior-Year Terrorism Prevention Program 2007 by \$40,400.

Decrease Prior-Year Federal Interoperability Grant by \$3,000.

Decrease Prior-Year Multi-Jurisdictional Task Force 2007 by \$24,500.

Decrease Prior-Year ICAP 2007 by \$16,600.

Increase Prior-Year Federal ATF Grant 2007 by \$23,000.

Increase Prior-Year PSN Combination Gun Crime Reduction 2007 by \$5,000.

Increase Prior-Year PSN Anti-Gang Initiative 2007 by \$10,000.

Appropriate Prior-Year High-Intensity Drug Trafficking Area Grant 2005 at \$30,000.

In Section 2 (Appropriations):

From 2007 and Prior-Year Revenues:

In Prior-Year Federal Interoperability Grant , decrease Improvements and Equipment by \$96,200.

In Prior-Year Federal Justice Assistance Grant 2005, increase Personal Services by \$3,700.

In Prior-Year Cameras Against Crime, decrease Materials and Supplies by \$2,600, Contractual Services by \$8,800 and Improvements and Equipment by \$51,600.

In Prior-Year Federal Justice Assistance Grant 2006, increase Improvements and Equipment by \$9,700.

In Prior-Year DARE Grant 2007, decrease Personal Services by \$51,000 and Other Charges by \$13,700.

In Prior-Year AFIS 2007, increase Personal Services by \$1,900.

In Prior-Year Shreveport Enforcement Project, increase Personal Services by \$30,100.

In Prior-Year Terrorism Prevention Program 2007, increase Contractual Services by \$114,700 and decrease Improvements and Equipment by \$155,100.

In Prior-Year Federal Interoperability Grant, decrease Personal Services by \$3,000.

In Prior-Year Multi-Jurisdictional Task Force 2007, decrease Contractual Services by \$24,500.

In Prior-Year ICAP 2007, decrease Personal Services by \$14,300, Materials and Supplies by \$400 and Improvements and Equipment by \$1,900.

In Prior-Year Federal ATF Grant 2007, increase Personal Services by \$23,000.

In Prior-Year PSN Combination Gun Crime Reduction 2007, increase Personal Services by \$5,000.

In Prior-Year PSN Anti-Gang Initiative 2007, increase Personal Services by \$10,000.

In Prior-Year High-Intensity Drug Trafficking Area Grant 2005, appropriate Personal Services at \$1,900 and Other Charges at \$28,100.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 172 of 2007, as amended, 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 sections 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.

ORDINANCE NO. 54 OF 2008

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF CHAPTER 62 OF THE CODE OF ORDINANCES RELATIVE TO FEES CHARGED BY THE DEPARTMENT OF PUBLIC ASSEMBLY AND RECREATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

By:

BE IT ORDAINED by the City Council of the City of Shreveport, in due, legal and regular session convened that Section 62-78 of the Code of Ordinances of the City of Shreveport is hereby amended to now read as follows:

Sec. 62-78. Fee schedule.

A fee schedule for activities, rentals and uses in the department of public assembly and recreation is hereby established as follows:

Description Fee

Recreational Sports:

Youth Sport- 18 & \$10.00

Under, including ID per person

Replacement ID \$ 5.00

Recreation Center Team No Charge

Youth Coach Certification \$20.00

Men's Basketball Team (Fall) \$200.00

Men's Basketball Team (Summer) \$150.00

Industrial League Basketball Team \$300.00

Women's Basketball Team \$175.00

Co-ed Basketball Team \$150.00

Martin Luther King, Jr. (MLK)

Basketball Tournament-Men \$200.00

Martin Luther King, Jr. (MLK)

Basketball Tournament-Women \$175.00

Martin Luther King, Jr. (MLK)

Basketball Tournament-Youth \$75.00

Martin Luther King, Jr. (MLK)

Basketball Tournament-

Non-refundable deposit \$75.00

Midnight Basketball Program No Charge

Men's Softball Team \$125.00

Co-ed (Mixed) Softball Team \$150.00

Women's Softball Team \$125.00

Industrial League Softball Team \$150.00

Softballs - 3 balls \$12.50

Softballs- 12 balls \$25.00

Volleyball League Team \$75.00

Flag Football Team \$300.00

Teams who are made up of 50% of

City Employees (all members must regular rate
be city employees)

Software Fee (per team/per season) \$5.00

ASA Registration Fee (Adult Teams) \$20.00

Tournaments:

Cargill Park Rental Deposit \$50.00**

Tournament Charges, per field per day \$25.00

Clean up Fee:

Less than 15 teams: \$50 per day per
staff person

15 or more teams: \$100 per day per staff person

Additional Field Work Charged at actual cost based upon

employee's pay rate

Volleyball Tournament per team \$45.00

****All deposits will be credited to the total cost of the tournament. All deposits are non-refundable, unless the scheduled event is canceled at thirty (30) days prior to the event. The base cost will cover initial field preparation prior to the start of each day. Additional field crews may be provided when scheduled in advance.**

Ball Field Rentals:

Field Use no lights

SPAR Recreation Teams No Charge

All other teams, per hour \$5.00

Field Use with lights

SPAR Recreation Teams No Charge

All other teams, per hour \$10.00

Gym Rental (Princess Park) \$50 per hour

Track & Field Program:

Track & Field Program No Charge

All track participants must register with

USA Track & Field to participate in

sanctioned USA track meets \$20.00

Other:

SPAR Sponsored Tournament As set by the Director

Protest Fee-refundable if protest

is upheld \$25.00

Aquatics:

Pool Admission-- \$1.00

Southern Hills, Querbes,

Bill Cockrell (Westside)

Pool Admission- all other locations \$.50

Waterslide- Southern Hills \$1.00

Waterslide-David Raines/Querbes \$.50

Swim Pass-30 visits (Individual) \$20.00

Pool Membership (Individual) \$30.00

Pool Membership (Family of two) \$75.00

Pool Membership (additional family member) \$10.00

Southern Hills Pool Rental-first hour \$100.00

Each additional hour \$50.00

All other Pool Rental-first hour \$50.00

Each additional hour \$30.00

Lifeguard for Pool Rentals \$15.00 per hour per lifeguard

Learn to Swim (Swim Lessons) \$40.00

Learn to Swim (Swim Lessons)

Non-profit Agency \$30.00

Learn to Swim (Private Lesson) \$30.00

Swim Test (Material Fee) \$2.00

Water Aerobics \$2.00

Lifeguard Course \$60.00

Lifeguard Recertification Class \$35.00
Water Safety Instructor-WSI Course \$90.00
CPR Recertification Course \$25.00

Facility & Equipment Rental:

Multi-purpose room with kitchen
per hour \$25.00
Multi-purpose room without kitchen
per hour \$20.00
Foyer/Game Room per hour \$20.00
Gym Rental per hour \$50.00
Non-regular hours surcharge for all reimbursed at
room rentals actual costs
Independence Stadium per contract
Fairground Field per contract

Instructional Classes:

Material Fees for fee based programs reimbursement for related fees
Non-SPAR employee instructed classes by contract
Instructor Fees by contract

Cemeteries:

Burial Fees-city cemeteries by contract

Tennis Fees:

Membership Fees- All fees listed below do not include applicable tax. When applicable, taxes will be applied to any charges listed below.

Memberships- memberships shall not be pro-rated, but may be purchased on a semi-annual basis at half the annual rate. Semi-annual memberships purchased January 1 to June 30 will expire June 30. Semi-annual memberships purchased July 1 to December 31 and annual memberships will expire December 31.

Annual Regular (18-61) \$240.00
Annual (Senior/junior, disabled/city
Employee/military) \$170.00
Family (two in same
household-dependent) \$375.00
Additional family member (in the same
household-dependent) \$70.00
Senior Family (two in the same
Household-dependent) \$275.00

Court Fees:

Regular, per hour \$2.07
Senior/Junior, Disabled, Military,
City Employee, per hour \$1.38
Supervised High School team
Practice (tennis balls must be
Purchased for tennis center) No Charge
All fees listed below included applicable tax:

Tournaments:

Entry fee, pro assisted standard tournament \$10.00

Entry fee, non pro assisted \$5.00
High School tournament (tennis balls
must be purchased from the tennis center) No Charge

Lessons:

Group (three or more) per person, per hour \$ Up to \$10.00
Junior Group (three or more) per person,
per hour \$ Up to \$6.00

Private Lessons:

Tennis Director \$45.00 per hour
P-1 Instructor \$40.00 per hour
P-2 Instructor \$35.00 per hour
P-3 Instructor \$30.00 per hour

League Fees

Pro-assisted \$10.00 per person,
plus court fees

Other Fees:

Racketball courts Same as tennis
Ball Machine Rental \$5.00 per hour,
plus court fees

BE IT ORDAINED by the City Council of the City of Shreveport, in due, legal and regular session convened that Section 62-91 of the Code of Ordinances of the City of Shreveport is hereby amended to now read as follows:

Sec. 62-91. Fee schedule for rental and use of city-owned buildings.

A fee schedule for rental and use of the city-owned buildings enumerated in this section is hereby established as follows:

Riverview Theater:

- a. All events except nonprofit and established religious organizations, per day \$ 1,100.00
- b. Nonprofit and established religious organization, per day 425.00
- c. Hall usage on other than performance days for rehearsals, technical setup and other activities required in the development and implementation of a performance, per hour 25.00

Municipal auditorium:

- a. Sports events, per day \$ 1,000.00
- b. Entertainment events, per day 1,000.00
- c. Nonprofit and established religious organization, per day 500.00
- d. Setup time or auditorium usage on other than the day of the performance for rehearsals, technical setup and other activities required in the development and implementation of a performance, per hour 25.00

Riverview Hall:

- a. All events except nonprofit and established religious organization:
 1. One bay, per day \$ 350.00
 2. Two bays, per day 650.00
 3. Three bays (entire hall), per day 850.00
- b. Nonprofit and established religious organization rates:
 1. One bay, per day \$ 175.00

- 2. Two bays, per day 325.00
- 3. Three bays (entire hall), per day 425.00

Shreveport Festival Plaza:

- a. All events except nonprofit and established religious organizations: \$500.00 plus associated cost or by contract.
- b. Nonprofit and established religious organizations rates: \$250.00 plus associated cost or by contract.
- c. All additional associated cost, fees, charges or services shall be paid for or provided by the contractor at its expense.

Riverview Park:

- a. Riverfront Park..... \$1500.00
- b. All additional associated cost, fees, charges or services shall be paid for or provided by the contractor at its expense.

Caterers' and Kitchen Fees:

The rates specified in this subsection will be charged to caterers, concessionaires, etc., for use of city-owned buildings when the catering and/or concessions are provided in conjunction with events scheduled in the buildings:

1. Catered, no city kitchen and/or equipment used	10% of gross sales
2. Nonprofit and established religious organization events catered, no city kitchen and/or equipment used	5% of gross sales (paid to contracted kitchen manager)
3. Catered, city kitchen and/or equipment used	20% of gross sales
4. Nonprofit and established religious organization events catered, city kitchen and/or equipment used	10% of gross sales (paid to contracted kitchen manager)
5. All concession sales	10% of gross sales
6. Sale of alcoholic beverages	20% of gross sales
7. Nonprofit and established religious organization events, sale of alcoholic beverages	10% of gross sales
8. Kitchen use fee (non-event days/self-catered)	\$200.00
9. Kitchen use fee (event days/self-catered)	\$0.75 per person
10. Ice sales	\$5.00 per bag

Other Charges- Where, in connection with the rental of any city-owned building, the setting up of exhibit booths is required, the following additional charges shall apply:

- 1. Novelty sales 15% of gross
- 2. Electricity supplied to exhibit booth:

- (i) Up to 300 watts \$ 10.00
- (ii) 300 to 1,000 watts 15.00
- (iii) 1,001 to 2,000 watts 30.00

All charges specified in this subsection shall cover the cost of the item listed for the duration of the event.

Independence Stadium (Club level):

- a. Daily rental rate \$800.00
- b. Move-in/set up charges (in addition to daily rental rate):
 - 1. 1st Day (8 a.m.--5 p.m.) No charge
 - 2. Additional set-up day (8 a.m.--5 p.m.) \$200.00
- c. Move-out charges (in addition to daily rental rate)
 - 1. 1st day (8 a.m.--5 p.m.) No Charge
 - 2. Additional move-out day (8 a.m.-- 5 p.m.) \$200.00
- d. All additional associated cost, fees, charges or services shall be paid for or provided by the contractor at its expense.

Independence Stadium Suite Rental:

- a. Independence Bowl Only\$7500.00
- b. Independence Bowl plus one (1) major event \$12, 500.00
- c. Independence Bowl plus two (2) or more major events.. \$15,000.00

BE IT FURTHER ORDAINED 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. 55 OF 2008

AN ORDINANCE DECLARING A PUBLIC SERVITUDE ON CERTAIN ADJUDICATED PROPERTIES AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Shreveport has a tax interest in certain properties adjudicated for more than three years for the nonpayment of property taxes, said properties being more fully described below along with the names of the last known owner of record of each property; and

WHEREAS, under La. R.S. 33:2878 property adjudicated to a city more than three (3) years for nonpayment of taxes may be declared by the city as a public servitude by destination of the owner; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened, that it does hereby declare an underground water utility servitude on the following described adjudicated properties:

Parcel	Geo# Physical Address Legal Description	Book# Page#	Assessed Owner - All references are to records of Caddo Parish, Louisiana unless otherwise noted.
P-12	Geo# 181421-015-	3394/682	Hazel Beatrice Kelly, 3103 Mack

0025 1336 Russell Rd, Shreveport, LA Lot 25, White Hills Acres Subdivision	Marshall St., Shreveport, LA 71108
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BE IT FURTHER ORDAINED that in accordance with La. R.S. 33:2878 this ordinance shall be recorded in the conveyance records of Caddo Parish.

BE IT FURTHER ORDAINED that the Office of Property Management of the City of Shreveport shall give notice of this servitude declaration to the record owners of the property.

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. 59 OF 2008

BY:

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 KLUG PINES ROAD, 600 FEET SOUTH OF 70TH STREET, SHREVEPORT, CADDO PARISH, LOUISIANA, FROM R-1D, URBAN, ONE-FAMILY RESIDENCE DISTRICT TO R-1D-E, URBAN, ONE-FAMILY RESIDENCE/EXTENDED USE DISTRICT LIMITED TO “A 50-BED DORMITORY” 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 Klug Pines Road, legally described as an 11.7 acre tract, M/L, located in the NE/4 of Section 26, T17N, R15W, Shreveport, Caddo Parish, LA, generally described as Lot 2, Nichols Subdivision Unit #2, and the W/2 of Lot 21, the N/2 of the E/2 of Lot 21, The east 120 feet of Lot 18, and the west 252.83 feet of the east 372.83 feet of the south 94 feet of Lot 18, Nichols Subdivision, and the W/2 of the Klug Pines Road R/W as abandoned, be and the same is hereby changed **from R-1D, Urban, One-Family Residence District to R-1D-E, Urban, One-Family Residence/Extended Use District limited to “a 50-bed dormitory” 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 16 parking spaces for the dormitory. Site plan shall be submitted to and approved by the Planning Director, with any significant changes or additions requiring further review and approval by the Planning Commission.

2. Approval is limited to the use described in the applicant's proposal as presented at the May 7, 2008 public hearing. This includes the operational and management features for the exclusive use by Evangel Christian Academy for the specific educational objective presented. Any modification or change from the proposal presented at the public hearing shall require further review and approval by the Planning Commission.

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

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

UNFINISHED BUSINESS:

1. **Ordinance No. 204 of 2006**: An ordinance amending the 2006 Budget for the Riverfront Development Special Revenue fund and otherwise providing with respect thereto. (Disparity Study) (A/Lester) (*Introduced November 14, 2006 – Tabled December 12, 2006*)
2. **Ordinance No. 205 of 2006**: An ordinance amending the 2006 Capital Improvements Budget and otherwise providing with respect thereto. (*Introduced November 14, 2006 – Tabled December 12, 2006*)
3. **Resolution No. 51 of 2007**: A resolution supporting the Employee Free Choice Act, and to otherwise provide with respect thereto. (*Tabled May 8, 2007*)
4. **Ordinance No. 122 of 2006**: Amending portions of Chapter 90 of the Code of Ordinances relative to traffic and vehicles and to otherwise provide with respect thereto. (A/Lester) (*Tabled September 11, 2007*)
5. **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. (*Tabled April 22, 2008*)
6. **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. (*Tabled May 13, 2008*)
7. **Ordinance No. 40 of 2008**: Amending and reenacting Section 26-211 of the Code of Ordinances relative to City Contracts, and to otherwise provide with respect thereto. (B/Walford) (*Tabled May 27, 2008*)
8. **PROPERTY STANDARDS APPEALS:**

HBO0700145 – 426 Woodrow, Shreveport, LA (F/Shyne) Mr. Adrian Gerard Gallion, 124 Carroll Street, Shreveport, LA 71105 (C/Long) (*Postponed February 25, 2008 until August 25, 2008*)

HBO0700081 – 1062 Dalzell Street, Shreveport, LA (B/Walford) Mr. Stanley W. Burke, III, 8848 Youree Drive, Shreveport, LA 71115 (D/Wooley)(*Postponed April 21, 2008 until June 23, 2008*)

HBO0700137 – 1919 Walnut Street, Shreveport, LA (A/Lester); Ms. Ethel J. Reed, 4745 McDaniel Drive, Shreveport, LA 71109 (F/Shyne) (*Postponed February 25, 2008 until August 25, 2008*)

PSD0700065 - 2513 Dupont Street, Shreveport, LA (B/Walford); Mr. David Bates, 2509 Dupont Street, Shreveport, La 71103 (B/Walford) (*Postponed until May 23, 2008 until ,July 7, 2008*)

PSD0700243 - 129 Stoner Ave, Shreveport, LA (B/Walford); Mr. Raul Perez, Jr. 226 Cattail Trail, Benton, LA 71006)(*Postponed May 12, 2008 until August 11, 2008*)

PSD0700170 – 610 Terrell Drive (D/Wooley); Mr. Bobby Player, 3110 Logan Street, Shreveport, LA 71103 (G/Bowman) (*Postponed April 21, 2008 until June 23, 2008*)

PSD0700347 – 4129 Theo Street/4709 Norton (F/Shyne): Mr. Johnny Myles, 1041 Sheridan Street, Shreveport, La 71104 (B/Walford) (*Postponed May 12, 2008 until November 10, 2008*)

CAB0703167, CAB0703168, CAB0703169, CAB0703170 – 3831 Conway Street, Lot 43, Mont-Mac Subdivision Parcel No. 171411-044-004300 (B/Walford) (*Postponed May 23, 2008 until June 9, 2008*)

NEW BUSINESS

PROPERTY STANDARDS APPEALS:

PSD0700058: 557 Egan Street, Shreveport, LA (B/Walford) Mr. Daniel Markulus, 853 Robinson Place, Shreveport, LA (B/Walford)

PSD0700214: 2732 Logan Street. Shreveport, LA (G/Bowman) Willie Robinson, 6915 Quilen Rd, Shreveport, LA (E/Webb)

PSD0700431: 2827 Summer Grove, Shreveport, LA (E/Webb) Rickey Herren, 1683 Kuehler Ave, New Braunfels, TX 78130

PSD0700131: 1530 Arlington Good Samaritan Funeral Home, Inc., Shreveport, La (A/Lester) Mr. Winnifred Jackson, 2200 Laurel St, Shreveport, La (A/Lester)

REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES

Councilman Shyne: I think Councilwoman Bowman has rescheduled the Public Safety Committee Meeting after having an opportunity to consult with certain Public Members.

Councilwoman Bowman: I consulted with Mike. Mr. Chairman, I do want to ask Sharon. You will send notices to the Bar owners, or how will that get - - -?

Ms. Pilkinton: I will take care of all that for you tomorrow.

Councilwoman Bowman: Okay, I don't want them to say I left them out. Thank you.

Councilman Shyne: Sharon, you are so kind and so efficient. Thank you very much.

Councilman Long: Mr. Chairman, is the Property Standards Committee Meeting still going to happen (inaudible)? What day was that.

Ms. Pilkinton: They hadn't set a new one yet. We had one last week.

Councilman Long: Okay, so it's passed?

Ms. Pilkinton: Yes.

Councilman Shyne: And Sharon, I appreciate the statements that you made about you enjoyed working with us so much better than you did than when you were with Mike Strong. Is Mike in here?

Mr. Dark: Sitting there watching you do that.

Councilman Shyne: (Inaudible) in the back. Sharon, I'm sorry, I didn't want to say that in front of Mike hear? Mike I'm always telling off on people, I'm sorry. Mike I told her that might have been some of the times when you were having some dental problems. And you know when you have dental problems, you know how that is, that makes you a little hanty.

CLERK'S REPORT

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 5:41 p.m.

//s// Joe Shyne, Chairman

//s// Arthur G. Thompson, Clerk of Council