

NOTICE OF PUBLIC MEETING
Notice Posted: 2/4/2022 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference on Monday, February 7, 2022, at 3:00 P.M and it's Regular Meeting, Tuesday, February 8, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

ADMINISTRATIVE CONFERENCE
February 7, 2022
AND
CITY COUNCIL MEETING AGENDA
February 8, 2022

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL
4. APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING
[January 24, 2022](#) [January 25, 2022](#)
5. AWARDS AND RECOGNITIONS OF DISTINGUISHED GUESTS, COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS, AND REQUIRED REPORTS
 - A. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY CITY COUNCIL MEMBERS, NOT TO EXCEED FIFTEEN MINUTES
 - B. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY THE MAYOR, NOT TO EXCEED FIFTEEN MINUTES
 - C. COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS OTHER THAN AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS
 - D. REPORTS:
 - Property Standards Report ([Resolution 7 of 2003](#))
 - Revenue Collection Plan & Implementation Report ([Resolution 114 of 2009](#))
 - Master Plan Committee Report ([Resolution 132 of 2012](#))
 - Budget to Actual Financial Report([Resolution 183 of 2017](#))

6. PUBLIC HEARING: NONE

7. ADDING ITEMS TO THE AGENDA, PUBLIC COMMENTS, CONFIRMATIONS AND APPOINTMENTS

- A. ADDING LEGISLATION TO THE AGENDA (REGULAR MEETING ONLY) AND PUBLIC COMMENTS ON MOTIONS TO ADD ITEMS TO THE AGENDA
- B. PUBLIC COMMENTS (IN ACCORDANCE WITH SECTION 1.11 OF THE RULES OF PROCEDURE) (ADMINISTRATIVE CONFERENCE ON ANY MATTER OF PUBLIC CONCERN REGARDLESS OF WHETHER THE ITEM IS ON THE AGENDA) (REGULAR MEETING ON MATTERS WHICH ARE ON THE AGENDA)
- C. CONFIRMATION AND APPOINTMENTS

Chief Financial Officer - Kasey Brown
Metropolitan Planning Commission – Chris Elberson
Historical Preservation Commission - Jazmin Jernigan
Assistant City Attorney serving as Executive Counsel to the Mayor - Shanerika Flemings

8. CONSENT AGENDA LEGISLATION

A. TO INTRODUCE ROUTINE ORDINANCES AND RESOLUTIONS

RESOLUTIONS: NONE

ORDINANCES: NONE

B. TO ADOPT ORDINANCES AND RESOLUTIONS

RESOLUTIONS: NONE

ORDINANCES: NONE

9. REGULAR AGENDA LEGISLATION

A. RESOLUTIONS ON SECOND READING AND FINAL PASSAGE OR WHICH WILL REQUIRE ONLY ONE READING

RES 132

Authorizing the mayor to execute an Option to Ground Lease between the City of Shreveport and Shreveport HP Allendale, LLC and otherwise providing with respect thereto

Documents:

[hp allendale - fact sheet and resolution - option.pdf](#)
[exhibit a - shreveport hp allendale llc option to lease.pdf](#)

RES 165

Approving a restoration tax abatement renewal application for Venyu Solutions, LLC, 601 Milam Street, and to otherwise provide with respect thereto

Documents:

[tax abatement - 601 milam.pdf](#)
[res 165 - venyu solutions_rta renewal application.pdf](#)

RES 6

Amending the pay schedule for the municipal police civil service personnel and municipal fire civil service personnel and otherwise providing with respect thereto.

Documents:

[police and fire pay schedules resolution \(002\).pdf](#)
[13base increase.pdf](#)
[copy of 13 raise 2022 police.pdf](#)

RES 7

Accepting the public dedication of the west side of the Chestnut Park Lane and Provenance Place intersection rights-of-way in Provenance Subdivision and otherwise providing with respect thereto.

Documents:

[chestnut park lane in provenance dedication resolution fact sheet.pdf](#)
[chestnut park lane plat signed and scanned.pdf](#)

RES 8

Accepting the public dedication of Pecan Square Avenue, Fairwoods Drive and Woodberry Avenue rights-of-way and 30-foot-wide drainage servitude in Provenance Subdivision Phase IV – Unit A and otherwise providing with respect thereto.

Documents:

[provenance phase iv - unit a dedication resolution fact sheet.pdf](#)
[provenance phase iv - unit a signed and scanned.pdf](#)

RES 9

Authorizing a request to be made to the Louisiana Department of Natural Resources, Louisiana State Mineral and Energy Board, to seek public bids for an oil, gas and mineral lease involving the property located in Districts F and G and described herein and to execute the lease for certain mineral interests owned by the City of Shreveport; and to authorize the mayor to execute any and all documents related to the intent of this Resolution; and to otherwise provide with respect thereto.

Documents:

[res. oil and gas mcginty-durham 1 25 22.pdf](#)

RES 10

Authorizing the Shreveport Airport Authority, to discard of surplus property Passenger Boarding Bridges IFB #22-066, and otherwise provide with respect thereto.

Documents:

[ifb 22-066 res.pdf](#)

RES 11

To amend Resolution No. 139 of 2021 which was adopted to execute an Agreement

between the City of Shreveport and Carr, Riggs & Ingram, LLC for the purpose of an external audit of the City for fiscal year January 1, 2021, through December 31, 2021, and to otherwise provide with respect thereto.

Documents:

[amendment to res. 2021 - cri external audit city attorney.pdf](#)
[city of shreveport pfc engagement letter 2021 amendment_.pdf](#)
[fy21 engagement letter city of shreveport amendment \(002\).pdf](#)

RES 12

A Resolution whereby the Mayor is making a recommendation to the city council for its approval regarding the amount and type of various insurance premiums and to authorize the mayor to execute a payment to the agent of record for the purpose of binding insurance and to otherwise provide with respect thereto.

Documents:

[risk management.pdf](#)
[invoice-blank revision-5 2022.pdf](#)
[invoice-blank revision-5 -2-2022.pdf](#)

RES 13

Suspending the effects of certain provisions of Chapter 10 and any applicable provisions of the Shreveport Unified Development Code of the City of Shreveport, Louisiana, relative to the festivities surrounding the opening of the lights on the Texas Street Bridge, and to otherwise provide with respect thereto.

Documents:

[resolution chapter 10 bridge opening.pdf](#)

RES 14

Endorsing the development of a dog park at Southern Hills Park and to otherwise provide with respect thereto. (E/Jackson)

Documents:

[dog park southern hills.pdf](#)

RES 15

To congratulate and celebrate Alpha Kappa Alpha Sorority, Incorporated, Delta Lambda Omega Chapter for their 75 years of dedicated service, and to otherwise provide with respect thereto. (A/Taylor, G/Bowman)

Documents:

[res aka.pdf](#)

B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO FEBRUARY 22, 2022)

C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO FEBRUARY 22, 2022)

ORD 13

Amending the 2022 Community Development Special Revenue Fund Budget and to otherwise provide with respect thereto

Documents:

[budget - department of interior.pdf](#)

ORD 14

Amending the 2022 Airport Capital Improvements fund budget and to otherwise provide with respect thereto.

Documents:

[ordinance - airport \(1\).pdf](#)

ORD 15

Amending the 2022 Airport Enterprise fund budget and to otherwise provide with respect thereto.

Documents:

[ordinance - airport \(2\).pdf](#)

ORD 16

Amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

Documents:

[2022 roadway and drainage capital improvements.pdf](#)

ORD 17

Amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

Documents:

[streets special revenue.pdf](#)

ORD 18

Closing and abandoning a sidewalk dedication in the Cora Snowden Subdivision, in Section 21 (T17N-R14W), and to otherwise provide with respect thereto. (F/Green)

Documents:

[cora snowden sub - c and a fact sheet and ordinance.pdf](#)
[cora snowden sub c and a ordinance attachments.pdf](#)

ORD 19

A series Ordinance pursuant to the General Bond Ordinance, as defined herein, authorizing the issuance of taxable Water and Sewer revenue refunding bonds, series 2022 in a total principal amount not to exceed one hundred ninety million dollars (\$190,000,000) of the City of Shreveport, State of Louisiana; establishing certain details of such bonds as required by the General Bond Ordinance; approving and confirming the sale of such bonds; pledging the net revenues to secure such bonds; prescribing the form, certain terms and conditions of said bonds; authorizing the use of a preliminary official statement and the preparation and distribution of an official statement; authorizing the purchase of and subscription for certain escrowed securities; authorizing escrow verification and engagement of escrow agents; and authorizing execution and delivery of a paying agent/registrars agreement; and providing for other matters in connection therewith.

Documents:

[water and sewer refunding 190m -fact sheet and ordinance.pdf](#)

D. ORDINANCES ON SECOND READING AND FINAL PASSAGE (NUMBERS ARE ASSIGNED ORDINANCE NUMBERS)

ORD 72

To amend certain portions of Chapter 26 of the City of Shreveport Code of Ordinances relative to the architectural and engineering selection process, and otherwise providing with respect thereto. (B/Fuller) [amendment no. 1](#) [amendment no. 2](#)

Documents:

[fact sheet and ordinance 05062021.pdf](#)

ORD 195

To amend Chapter 58, Article IV, Division 1 and Chapter 78, Article VIII, Division 1 of the City of Shreveport, Louisiana, Code of Ordinances relative to litter and dumping, and to otherwise provide with respect thereto. (A/Taylor, F/Green)

Documents:

[ord litter dumping.pdf](#)

ORD 1

Amending the 2022 budget for the General Fund and otherwise providing with respect thereto. (C/Nickelson, D/Boucher)

Documents:

[gingerbread house.pdf](#)

ORD 2

Amending the 2022 General Fund Budget and to otherwise provide with respect thereto.

Documents:

[general fund budget amendment 2022 fire.pdf](#)

ORD 5

Amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

Documents:

[ord. budget amendment ssrf 2022 district 3.pdf](#)

ORD 6

Amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

Documents:

[2022 new capital project district 3 road rehabilitation city.pdf](#)

ORD 7

Amending the 2022 Community Development Special Revenue Fund Budget and to otherwise provide with respect thereto.

Documents:

[ubi budget amendment 1.20.2022.pdf](#)

ORD 8

Declaring the City's interest in declaring certain land as surplus, and our intention to donate certain land to Volunteers of America of North Louisiana and to otherwise provide with respect thereto (**Not to be adopted prior to February 22, 2022**)

Documents:

[donation to voa 3.pdf](#)
[voa donation attachments.pdf](#)

ORD 9

To amend and repeal sections in Chapter 70 Planning and Development of the City of Shreveport, Louisiana, Code of Ordinances relative to Shreveport Metropolitan Planning Commission of Caddo Parish and to otherwise provide with respect thereto.

Documents:

[mpc legislation.pdf](#)
[louisiana-2020-hb697-chaptered.pdf](#)

ORD 10

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, related to fence requirements and restrictions, and to otherwise provide with respect thereto.

Documents:

[22-1-ctaclegislation.pdf](#)

ORD 204

Zoning Case No. 21-158-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the southeast corner of Legardy St. & Hawkins St., Shreveport, Caddo Parish, LA., from R-1-5, Single-Family Residential District To R-A, Rural-Agricultural District, and to otherwise provide with respect thereto (A/Taylor)

Documents:

[21-158-c.pdf](#)

ORD 227

Zoning Case No. 21-185-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the northeast corner of David Raines Rd. and Willis St., Shreveport, Caddo Parish, LA., from R-1-5, Single-Family Residential District to C-1, Neighborhood Commercial District, and to otherwise provide with respect thereto. (A/Taylor)

Documents:

[21-185-c.pdf](#)

ORD 11

Zoning Case No. 21-184-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located enter west of Linwood Ave & approx. 83' south of W. 83rd St., Shreveport, Caddo Parish, LA., from R-1-7, Single-Family Residential District to C-2, Corridor Commercial District, and to otherwise provide with respect thereto

Documents:

[21-184-c.pdf](#)

ORD 12

Zoning Case No. 21-199-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the south side of Bert Kouns Industrial Loop Expy, approx. 520' east of Linwood Ave., Shreveport, Caddo Parish, LA., from C-3, General Commercial District To C-4, Heavy Commercial District, and to otherwise provide with respect thereto

Documents:

[21-199-c.pdf](#)

10. TABLED LEGISLATION

A. ORDINANCES/RESOLUTIONS:

RES 124

To establish an Intergovernmental committee, and to otherwise provide with respect

thereto. (D/Boucher) (Tabled on November 9, 2021)

RES 166

A resolution in support of and establishing a Tax Increment Financing (TIF) District, a proposed public improvement district, wholly within the city limits of the City of Shreveport, and otherwise providing with respect thereto. (F/Green) (Tabled on January 11, 2022)

Documents:

[tif district \(district f\).pdf](#)
[exhibit a - cedargrovepublicimprovementdistrict.pdf](#)
[exhibit b - district f tif.pdf](#)

ORD 85

To amend certain portions of chapter 22 of the City of Shreveport Code of Ordinances relative to demolition delay in the Downtown Development District and otherwise providing with respect thereto (B/Fuller) (Tabled June 22, 2021)

Documents:

[ddd demolition fact sheet and ordinance.pdf](#)

ORD 94

To repeal Section 50-212 (a)(10) and to amend Section 50-212 (b) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smokefree Air Act and to otherwise provide with respect thereto. (E/Flurry) (Tabled July 13, 2021)

Documents:

[amendment to ordinance no. 51 of 2020 6-7-21.pdf](#)

ORD 149

Amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto. (Tabled on December 14, 2021)

Documents:

[abo 1.pdf](#)

11. APPEALS

A. PROPERTY STANDARDS APPEALS: NONE

B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS

ABO APPEAL - [Ms. Amanda Smith](#), 1717 Stephens Ave, Shreveport, LA 71101

(B/Fuller) (postponed until March 21, 2022, at the council's discretion, this item can be brought up for a vote prior to this date)

C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE

D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

12. REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES

13. CLERK'S REPORT: NONE

14. ADDITIONAL COMMUNICATIONS

A. Additional Communications from the Mayor

B. Additional Communications from Council Members

15. EXECUTIVE SESSION: FEBRUARY 7, 2022

**John E. Settle, Jr. v. City of Shreveport and Shreveport Caddo Metropolitan Planning
Commission**

#634,757-A

First Judicial Court of Louisiana

**The Haven Property Owners Association, Inc. V. City of Shreveport, Busy Bee Academy
of Learning, LLC and Estrada Group Holdings, LLC.**

#634,473-C

First Judicial District Court

16. ADJOURNMENT

James Green, Chairman

Danielle A. Farr-Ewing, Clerk of Council

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO GROUND LEASE BETWEEN THE CITY OF SHREVEPORT AND SHREVEPORT HP ALLENDALE, LLC AND OTHERWISE PROVIDING WITH RESPECT THERETO	October 18, 2021	Department of Community Development <u>CITY COUNCIL DISTRICT</u> A <u>SPONSOR</u>

PURPOSE

To authorize the execution of an Option to Ground Lease between the City of Shreveport (“Lessor”) and Shreveport HP Allendale, LLC (“Lessee”) for the development, construction, operation, and maintenance of the Heritage Place at Allendale housing development.

BACKGROUND INFORMATION

Heritage Place at Allendale is an affordable mixed-income/mixed-use development located around the historic C.C. Antoine Park in Shreveport, Louisiana. Funding for this project was obtained from a 24.2 million dollar Choice Neighborhood Implementation Grant from the US Department of Housing and Urban Development for revitalization in the Allendale, Ledbetter Heights and West Edge neighborhoods.

As part of its funding efforts, the project developer intends to apply for and utilize Low Income Housing Tax credits. As such, the City of Shreveport desires to enter into an Option to Ground Lease in an effort to fulfill its obligations under the grant and to provide developer Shreveport HP Allendale, LLC with limited control of the property to obtain necessary funding to develop, construct, operate and maintain the project. The term of this option will extend to December 31, 2022.

TIMETABLE

Introduction: October 26, 2021
Final Passage: November 9, 2021

ATTACHMENT(S)

Exhibit “A” Option to Ground Lease

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

N/A

SOURCE OF FUNDS

Choice Neighborhood Implementation Grant

ALTERNATIVES

(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

RECOMMENDATION

It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY:

Thea R. Scott,
Department of Community Development
Bureau Chief of Admin.

RESOLUTION NO. _____ OF 2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO GROUND LEASE BETWEEN THE CITY OF SHREVEPORT AND SHREVEPORT HP ALLENDALE, LLC AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY COUNCILMEMBER:

WHEREAS, the City of Shreveport was previously awarded a 24.2 million dollar Choice Neighborhood Implementation Grant from the US Department of Housing and Urban Development for revitalization in the Allendale, Ledbetter Heights and West Edge neighborhoods in the City of Shreveport; and

WHEREAS, Heritage Place at Allendale is an affordable mixed-income/mixed-use development located around the historic C.C. Antoine Park in Shreveport, Louisiana; and

WHEREAS, project developer, Shreveport HP Allendale, LLC desires to apply for and utilize Low Income Housing Tax credits for this development; and

WHEREAS, the City of Shreveport desires to fulfill the obligations of this grant by providing developer Shreveport HP Allendale, LLC with limited control of the property to obtain necessary funding to develop, construct, operate and maintain the project by entering into an Option to Ground Lease relative to the Heritage at Allendale Housing Development; and

WHEREAS, this Option to Ground Lease shall terminate on December 31, 2022;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that Adrian D. Perkins, Mayor is hereby authorized to execute an Option to Ground Lease substantially in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized, empowered, and directed to take any and all such action as may be necessary to carry into effect the provisions of this Resolution.

BE IT FURTHER RESOLVED that if any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Resolution which validates or makes legal any provision of this Resolution which would not otherwise be valid or legal, shall be deemed to apply to this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

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

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

**OPTION TO GROUND LEASE
(Shreveport HP Allendale, LLC)**

THIS OPTION TO GROUND LEASE (this “Agreement”) effective as of _____, 2021 (the “Effective Date”) between the **City of Shreveport**, a political subdivision of the State of Louisiana (hereinafter referred to as “Lessor”) and **Shreveport HP Allendale, LLC**, (“Lessee”), a duly organized Louisiana limited liability company with its principal place of business at 2500 Line Avenue in Shreveport, Louisiana, represented herein by its managing member, as lessee., each, a “party” and collectively, the “parties.”

RECITALS

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that “[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and

WHEREAS, Lessor is the owner of those certain parcels of real property, located in the City of Shreveport, Caddo Parish, Louisiana, and more fully described on Exhibit “A” attached hereto, together with all servitudes and appurtenances (the “Property”); and

WHEREAS, on or about _____, the City Council of the City of Shreveport, LA authorized the execution of a ground lease for the development of the Property; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to provide Lessee with limited control of the Property to obtain necessary funding to develop, construct, operate and maintain the Project, as hereinafter defined, and to enter into a ground lease of the Property; and

WHEREAS, Lessee intends to utilize Low Income Housing Tax Credits to develop, construct, operate and maintain sixty-eight (68) housing units (the “Project”) at the Property. In developing the Property, Lessee agrees to comply with any reasonable requirements imposed by Lessor in connection with the Project and contained within the ground lease and any other document required by Lessor; and

WHEREAS, Lessor finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds; and

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Recitals. The Recitals set forth above are incorporated in, and made a part of, this Agreement.

2. Option; Consideration. In consideration of One Hundred and No/100 (\$100.00) Dollars and other good and valuable consideration (the "Option Fee"), which shall be payable within five (5) calendar days from the Effective Date, the receipt and adequacy of which is hereby acknowledged by Lessor, Lessor hereby grants to Lessee, and its successors and assigns, the exclusive right and option to enter into a ground lease of the Property (the "Lease") for a term of seventy-five (75) years. This option is hereinafter referred to as the "Option".

3. Term of Option. The Option conferred upon Lessee shall commence on the Effective Date and continue until December 31, 2022 (the "Option Period"). Upon the expiration of the Option Period, the Option shall automatically terminate, and the parties hereto shall have no further obligations to the other (except for any obligations or liabilities that expressly survive termination of this Agreement), without any further action of either party hereto, unless the Option is exercised as hereinafter provided.

4. Qualification for and Exercise of Option. Prior to and as a condition of execution of the documents required for the ground lease, the Lessee shall provide proof of all financing and interim construction financing to the Lessor. It is understood that the Lessee will provide a budget and any other documentation as it relates to development, construction, soft costs and other allowable costs/activities and said documents shall identify all sources and uses of funds, and illustrate compliance with the Lessor objects of affordable housing. Upon satisfactory evidence of financing as determined by Lessor, Lessee may exercise its Option by notifying Lessor, in writing on or before the expiration of the Option Period. Within one hundred eighty (180) days of Lessee's exercise of the Option, Lessor and Lessee shall enter into a ground lease of the Property. Such lease shall contain the terms and conditions as agreed to by Lessor and Lessee.

5. Rent. The annual rental payment pursuant to the Lease shall be \$10.00 annual rental payment commencing on the date of Closing (hereinafter defined), and (ii) Lessee shall pay all documented out-of-pocket costs actually incurred by Lessor in connection with the execution of the Lease of the Property, including, but not limited to, property inspection or testing, attorney's fees, survey, title, property and liability insurance, taxes, interest payments made to any lender providing financing for the development and construction of the Project.

6. Lease; Sale. In the event that the Option is exercised by Lessee within the time specified in this Agreement, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Property on the terms and conditions set forth herein.

7. Closing. The execution of the Lease of the Property and other documents reasonably required in connection therewith (“Closing”) shall take place on or about December 31, 2022.

8. Due Diligence. On and after the Effective Date and upon and after exercise of the Option, the following shall apply:

(A) Lessee shall have the right to conduct an appraisal and physical and environmental tests and due diligence on the Property. Lessor shall reasonably cooperate to permit Lessee access to the Property to conduct such tests.

(B) If Lessee is dissatisfied with the results of its investigations of the Property for any reason, Lessee may terminate this Agreement or the Option by giving written notice to, in which case the Option shall terminate and this Agreement shall be null and void. If Lessee fails to give the notice required in this Paragraph within ninety (90) days of the Effective Date, Lessee shall be deemed to have waived any right to refuse to go forward with its lease of the Property by reason of the condition of the Property, and this Agreement shall remain in full force and effect.

(C) All activities undertaken by Lessee in connection with the lease of the Property, including but not limited to inspections, environmental assessments, appraisals, title and survey shall be at Lessee’s sole cost and expense. Lessee shall be obligated to reimburse Lessor for all documented out-of-pocket costs actually incurred by Lessor in connection with the execution of the lease of the Property while this Agreement is in effect, including but not limited to property inspection or testing, attorney’s fees, survey, title, property and liability insurance, taxes, interest payments made to any lender providing financing for the development, construction and operation of the Project, security, repairs and maintenance and fencing, whether or not the Closing occurs.

9. Title and Survey. Lessee shall obtain any necessary survey and commitment for title insurance.

10. Right to Terminate. Lessee shall have the right to terminate the Option and this Agreement at any time during the Option Period.

11. Documents for Closing. Lessor and Lessee shall execute and deliver at the Closing a ground lease of the Property, memorandum thereof for recordation, if required by Lessee, and any other reasonable documents necessary to close in accordance with the terms of this Option. All documents shall be prepared by, and at the expense of, Lessee, and shall be subject to Lessor’s and Lessor’s counsel’s approval.

12. Property Taxes; Rentals. Any property taxes related to the Property shall be

prorated as of Closing and shall be paid by Lessee following Closing.

13. Closing Expenses. Lessee shall pay all reasonable costs and expenses in connection with the transaction contemplated by this Agreement, including (i) the owner's title insurance premium, plus any endorsements to the title policy, (ii) the cost of any of Lessee's examinations and inspections of the Property, including the cost of any of its appraisals, environmental, asbestos, and physical studies; (iii) all documentary transfer taxes, (iv) the legal fees and expenses of Lessee and Lessor, and (v) the cost of all certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by either party hereunder. Lessor shall pay the costs payable in connection with the discharge of any title defects caused by Lessor's own acts.

14. Possession. Lessor shall lease the Property to Lessee at Closing.

15. Indemnity. Lessee shall defend, indemnify, and hold Lessor harmless from and against any claims or actions asserted or made against Lessor for any loss or damage to life or Property, directly or indirectly resulting from Lessee's access to or use of the Property prior to the Closing, including but not limited to the performance of any of the tests, inspections, due diligence and leasing activities, except for loss or damage arising out of the gross negligence or willful misconduct of Lessor, its agents, employees, or contractors. This indemnity shall survive the execution and delivery of this Agreement, the termination of this Agreement, and the Closing of the Property.

16. Default; Remedies.

(A) If Lessee should breach this Agreement by failing to lease from Lessor the Property (other than a refusal for a reason permitted by this Agreement), Lessor shall be entitled to specific performance of Lessee's obligation to lease from Lessor the Property, or, at Lessor's option, to terminate this Agreement and to be paid by Lessee a sum to reimburse Lessor for its out-of-pocket costs, including reasonable attorney's fees, incurred by reason of Lessee's default and \$5,000.00 as stipulated damages arising out of Lessee's default. Failure of Lessee to appear at the Closing, unless all necessary Closing related documents have been executed and placed in escrow in advance, shall be deemed an immediate default, without the necessity of notice or demand.

(B) If Lessor should breach this Agreement by failing to lease to the Lessee the Property (other than a failure for a reason permitted by this Agreement), Lessee shall be entitled to terminate this Agreement and to be paid by Lessor a sum to reimburse Lessee for its out-of-pocket costs, including reasonable attorney's fees, incurred by reason of Lessor's default as stipulated damages arising out of Lessor's default in an amount to exceed \$5,000.00.

17. Notice. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be given (i) by delivery in person to the address set forth below

for the party to whom the notice is given, or (ii) by placing in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, or (iii) by sending via a nationally recognized commercial express courier service, addressed to the party at the address hereinafter specified:

To Lessor: The City of Shreveport, Louisiana
505 Travis
Shreveport, Louisiana 71101
Attention: Bonnie Moore
Telephone: (318) 673-5900

To Lessee: Shreveport HP Allendale, LLC
c/o ITEX Development, LLC
3735 Honeywood Trail
Port Arthur, Texas 77642
Attention: Christopher A. Akbari
Telephone: (409) 724-0020
Fax: (409) 504-5820

or to such other address or facsimile number and person as either party may communicate to the other by like written notice.

18. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

19. Construction. Any section headings throughout this Agreement are for convenience and reference only, and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The location adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear in this Agreement, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

20. Time. Time is of the essence in each and every covenant and condition of this Agreement. Any reference herein to "days" means consecutive calendar days. If any time period for satisfying or waiving a condition or Closing this transaction or taking any other action required or permitted hereunder expires on a weekend day or a day which is a legal holiday on which the recorder's office for real property records for the parish where the Property is located is closed, then such period shall be deemed to be extended until the next day on which such recorder's office is open.

21. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Louisiana and enforced in Caddo Parish, Louisiana.

22. Binding Effect. This Agreement becomes effective when signed by both Lessee and Lessor and shall then apply to and bind each party and their heirs, executors, administrators, successors and assigns.

23. No-Waiver. No provision of the Agreement shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by Lessee and Lessor. No act or failure to act by either party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

24. Holidays. If any date set forth in this Agreement or computed pursuant to this Agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

25. Assignment. This Agreement may be assigned by Lessee to an affiliate or subsidiary of Lessee without the written approval of Lessor. Further, during the term of the Lease, Lessee may mortgage, sublease or otherwise encumber its leasehold interest in the Property.

26. Severability. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

27. Recordation. Lessee shall be entitled to record a Memorandum of this Agreement and/or the Lease in the conveyance records of Caddo Parish, Louisiana.

28. Additional Documents. Each party agrees to take such action and to execute, acknowledge and deliver such documents and instruments as may be reasonably requested by the other party to more effectively carry out the purposes of this Agreement.

29. Eminent Domain. If any portion of the Property is the subject of a condemnation or eminent domain action or threatened therewith prior to Closing, Lessee may elect by written notice to Lessor prior to Closing to terminate this Agreement.

30. Counterparts/Facsimile. This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of any counterpart by any person shall have the same force and effect as if that person had executed and delivered all other counterparts. The electronic facsimile transmittal of a copy hereof bearing any person's signature shall have the same force and effect as the physical delivery to the same recipient of copy hereof bearing such person's original signature.

31. Conflict of Interest. The Lessee has no conflict of interest, and shall inform the Lessor of any subsequent potential conflict of interest that would: impair the Lessee's ability to effectuate orderly progress of the Project.

32. Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

COUNTERPART SIGNATURE PAGE TO OPTION TO LEASE/PURCHASE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the respective dates set forth below to be effective as of the last date of execution hereof.

LESSOR:

The City of Shreveport, Louisiana, a political subdivision
of the State of Louisiana

By: _____

Name: _____

Its: _____

Date: _____, 2021

COUNTERPART SIGNATURE PAGE TO OPTION TO LEASE/PURCHASE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the respective dates set forth below to be effective as of the last date of execution hereof.

LESSEE:

**SHREVEPORT HP ALLENDALE, LLC,
a Louisiana limited liability company**

By: HACS Allendale, LLC, a Louisiana limited liability
company

Its: Managing Member

By: Shreveport Leased Housing Corporation,
a Louisiana non-profit corporation

Its: Manager and sole Member

By: _____

Name: Bobby Collins

Title: Chief Executive Officer

EXHIBIT “A”

Legal Description



 = Sites Under Site Control

City of Shreveport



Geography-Parcel Number	Site Control	Property Address	S-T-R	Subdivision	Legal
181435091000300	City of Shreveport	408 Boisseau	35-18-14	BOISSEAU SUBN.	LOT 3, BOISSEAU SUB.
181435091000400	City of Shreveport	404 Boisseau	35-18-14	BOISSEAU SUBN.	LOT 4, BOISSEAU SUB
181435091000800	City of Shreveport	328 Boisseau	35-18-14	BOISSEAU SUBN.	LOT 8, BOISSEAU SUB.
181435091002100	City of Shreveport	1733 Garden St	35-18-14	BOISSEAU SUBN.	LOT 21, BOISSEAU SUB 181435-91-21
181435091002700	City of Shreveport	437 Sycamore St	35-18-14	BOISSEAU SUBN.	LOT 27 & E. 140 FT OF LOT 26, BOISSEAU SUB 181435-91-27 & 39.
181435091003000	City of Shreveport	1728 Logan St	35-18-14	BOISSEAU SUBN.	LOT 30, BOSSIEAU SUB 181435-91-30
181435091003100	City of Shreveport	1724 Logan St	35-18-14	BOISSEAU SUBN.	LOT 31, BOISSEAU 181435-91-31
181435091003300	City of Shreveport	1720 Logan St	35-18-14	BOISSEAU SUBN.	LOT 33, BOISSEAU SUB
181435091003500	City of Shreveport	439 Sycamore St	35-18-14	BOISSEAU SUBN.	W/2 OF LOT 28, BOISSEAU SUB., 181435-91-35.
181435091003700	City of Shreveport	327 Sycamore St	35-18-14	BOISSEAU SUBN.	W/2 OF LOT 24, BOISSEAU SUB., 181435-91-37
181435091003800	City of Shreveport	23241 None	35-18-14	BOISSEAU SUBN.	E/2 OF LOT 24, BOISSEAU SUB., 181435-91-38
181435091004000	City of Shreveport	23238 None	35-18-14	BOISSEAU SUBN.	W. 100 FT OF LOT 26, BOISSEAU SUB. 181435-91-40
181435091004800	City of Shreveport	1706 Logan St	35-18-14	BOISSEAU SUBN.	WEST 50 FT. OF EAST 100 FT. OF LOTS 1 & 2, BOISSEAU SUB. 181435-91-48
181435092011000	City of Shreveport	1617 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 110 & W/2 OF LOT 109, TEMPLEMAN SUB 181435-92-110 & 127
181435092011600	City of Shreveport	23245 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 116, TEMPLEMAN SUBN.
181435092011700	City of Shreveport	23246 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 117, TEMPLEMAN SUBN.
181435092011900	City of Shreveport	1649 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 119, CORA TEMPLEMAN SUB., OF PART OF SEC 35-18-14, 181435-92-119
181435092013000	City of Shreveport	1671 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	A LOT 40 X 130 FT LYING BETWEEN LOTS 122 & 123, TEMPLEMAN SUB., 181435-92-130
181435092013200	City of Shreveport	23249 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	S. 45 FT OF LOTS 106 & 107 TEMPLEMAN SUB 181435-92-132
181435092013500	City of Shreveport	23250 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	E. 10 FT OF LOT 118, TEMPLEMAN SUBN.
181435092013600	City of Shreveport	1611 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 108 & E/2 OF LOT 109, TEMPLEMAN SUB., 181435-92-136
181435092013700	City of Shreveport	1623 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 111 & E/2 OF LOT 112, TEMPLEMAN SUB., 181435-92-137
181435093000900	City of Shreveport	1634 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 9, DUTCH GARDEN SUB., 181435-93-9
181435093001100	City of Shreveport	1638 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 11, DUTCH GARDEN SUB., 181435-93-11
181435093001300	City of Shreveport	1642 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 13, DUTCH GARDEN SUB., 181435-93-13.
181435093001500	City of Shreveport	1646 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 15, DUTCH GARDEN SUB. 181435-93-15
181435093001600	City of Shreveport	1648 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 16, DUTCH GARDEN SUB
181435093002100	City of Shreveport	1661 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 21, DUTCH GARDEN SUB., 181435-93-21
181435093002200	City of Shreveport	1659 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 22, DUTCH GARDEN SUB., 181435-93-22.
181435093002500	City of Shreveport	1649 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 25, DUTCH GARDEN SUB., 181435-93-25
181435093002600	City of Shreveport	1645 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 26, DUTCH GARDEN SUB., 181435-93-26
181435093002700	City of Shreveport	1643 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 27, DUTCH GARDEN SUB., 181435-93-27.
181435093002800	City of Shreveport	1639 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 28, DUTCH GARDEN SUB., 181435-93-28.
181435093002900	City of Shreveport	1635 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 29, DUTCH GARDEN SUB., 181435-93-29.
181435093003000	City of Shreveport	1633 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 30, DUTCH GARDEN SUB.
181435093003000	City of Shreveport	1633 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 30, DUTCH GARDEN SUB.
181435093003100	City of Shreveport	1631 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 31, DUTCH GARDEN SUB., 181435-93-31.
181435093003100	City of Shreveport	1631 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 31, DUTCH GARDEN SUB., 181435-93-31
181435093003300	City of Shreveport	1627 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 33, DUTCH GARDEN SUB., 181435-93-33.
181435093003400	City of Shreveport	1625 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 34, DUTCH GARDEN SUBN.

Geography-Parcel Number	Site Control	Property Address	S-T-R	Subdivision	Legal
181435093004000	City of Shreveport	335 Boisseau	35-18-14	DUTCH GARDEN SUBN.	S. 17 1/2 FT OF LOT 20, DUTCH GARDEN SUB.
181435093004200	City of Shreveport	320 PIERRE AVE	35-18-14	DUTCH GARDEN SUBN.	SOUTH 30 FT OF EAST 125 FT OF LOT 2 & NORTH 10 FT. OF EAST 125 FT OF LOT 1, DUTCH GARDEN SUB., 181435-93-42 & 45
181435093004300	City of Shreveport	23254 None	35-18-14	DUTCH GARDEN SUBN.	PART OF LOTS 1 & 2, PER ASSRS CITY PLAT 181435-93-43, 48, & 49 DUTCH GARDEN SUB.
181435093005200	City of Shreveport	41993 None	35-18-14	DUTCH GARDEN SUBN.	LOTS 6 & 7, DUTCH GARDEN SUBN. 181435-93-52
181435094000500	City of Shreveport	1616 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 5, J. W. WHITE SUB
181435094000600	City of Shreveport	1622 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 6, J. W. WHITE SUB., 181435-94-6
181435094000700	City of Shreveport	1624 Logan St	35-18-14	WHITE, J. W., SUBN.	LOT 7, J. W. WHITE SUB., 181435-94-7
181435094000800	City of Shreveport	1628 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 8, J. W. WHITE SUB 181435-94-8
181435094000900	City of Shreveport	1632 Logan St	35-18-14	WHITE, J. W., SUBN.	LOT 9, J. W. WHITE SUB., 181435-94-9.
181435094001100	City of Shreveport	1642 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 11, J. W. WHITE SUB 181435-94-11
181435094001200	City of Shreveport	1646 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 12, J. W. WHITE SUB
181435094001300	City of Shreveport	1648 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 13, J. W. WHITE SUB. 181435-94-13
181435094001400	City of Shreveport	1652 Logan St	35-18-14	WHITE, J. W., SUBN.	LOT 14, J. W. WHITE SUBN.
181435094001500	City of Shreveport	1654 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 15, J. W. WHITE SUBD., 181435-94-15
181435094001600	City of Shreveport	1664 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 16, J. W. WHITE SUB., 181435-94-16
181435094001700	City of Shreveport	1666 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 17, J. W. WHITE SUB. 181435-94-17
181435094001800	City of Shreveport	1668 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 18, J. W. WHITE SUB.
181435094002000	City of Shreveport	405 Boisseau	35-18-14	WHITE, J. W., SUBN.	LOT 20, J. W. WHITE SUB.
181435094004200	City of Shreveport	403 BOISSEAU ST	35-18-14	WHITE, J. W., SUBN.	W. 83 FT OF LOT 19, J. W. WHITE SUB. 181435-94-42
181435094004300	City of Shreveport	1673 Myrtle St	35-18-14	WHITE, J. W., SUBN.	E. 47 FT OF LOT 19, J. W. WHITE SUBN. 181435-94-43
181435094004800	City of Shreveport	1674 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOTS 21, 22 & 23, J. W. WHITE SUBN., 181435-94-48
181435123000300	City of Shreveport	1611 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 3, SHEPHERD & STUART SUB
181435123000400	City of Shreveport	1617 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOTS 4 & 5, SHEPHERD & STUART SUB.
181435123000600	City of Shreveport	1621 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 6, SHEPHERD & STUART SUBN
181435123000700	City of Shreveport	1625 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 7, SHEPHERD & STUART SUB
181435123000800	City of Shreveport	1631 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 8, SHEPERD & STUART SUBN., 181435-123-8.
181435123001000	City of Shreveport	1639 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 10, SHEPHERD & STUART SUB., 181435-123-10.
181435123003400	City of Shreveport	1628 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 34, SHEPHERD & STUART SUB., 181435-123-34.
181435123003500	City of Shreveport	1620 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 35, SHEPHERD & STUART SUB.
181435123004400	City of Shreveport	1600 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	S. 60 FT OF LOTS 38, 39 & 40, SHEPHERD & STUART SUB., 181435-123-44
181435123004500	City of Shreveport	514 PIERRE AVE	35-18-14	SHEPHERD & STUART SUBDIVISION	N. 65 FT OF LOTS 38, 39 & 40, SHEPHERD & STUART SUB. 181435-123-45
181435123004800	City of Shreveport	12089 NONE	35-18-14	SHEPHERD & STUART SUBDIVISION	LOTS 1 & 2, SHEPERD & STUART SUBN., 181435-123-48
181435124001700	City of Shreveport	40798 NONE	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 17, SHEPHERD & STUART SUBN., 181435-124-17
181435124001800	City of Shreveport	1677 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 18, SHEPHERD & STUART SUB 181435-124-18
181435124001900	City of Shreveport	1681 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 19, SHEPHERD & STUART SUB. 181435-124-19
181435124002000	City of Shreveport	505 Boisseau	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 20, SHEPHERD & STUART SUB., 181435-124-20.
181435124002900	City of Shreveport	1650 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 29 & N/2 OF LOT 28, SHEPHERD & STUART SUB. 181435-124-29 & 37
181435124003000	City of Shreveport	1648 ANNA ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 30, SHEPHERD & STUART SUB
181435124003100	City of Shreveport	1657 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	E. 30 FT OF LOT 13, SHEPERD & STUART SUB 181435-124-31

Geography-Parcel Number	Site Control	Property Address	S-T-R	Subdivision	Legal
181435124004500	City of Shreveport	1669 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	W/2 OF LOT 16, SHEPARD & STUART SUB. 181435-124-44
181435124004600	City of Shreveport	1649 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOTS 11 & 12, SHEPARD AND STUART SUBN., 181435-124-46.
181435124004900	City of Shreveport	1656 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 27 & S/2 OF LOT 28, LESS W. 10 OF LOT 27 DED. FOR AN ALLEY, SHEPERD & STUART SUB., 181435-124-49
181435125004800	City of Shreveport	0 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 48, SHEPHERD & STUART SUB
181435125007100	City of Shreveport	1638 Abbie	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 71, SHEPHERD & STUART SUB.
181435125008500	City of Shreveport	0 , Shreveport	35-18-14	SHEPHERD & STUART SUBDIVISION	NORTH 1/3 OF LOTS 78, 79 & 80, SHEPARD & STUART SUBN.
181435125008800	City of Shreveport	0 , Shreveport	35-18-14	SHEPHERD & STUART SUBDIVISION	S. 31.8 FT OF LOTS 41 & 42, SOUTH 31.8 FT OF E. 20 FT. OF LOT 43, SHEPERD & STUART SUB
181435125009000	City of Shreveport	600 Pierre Ave	35-18-14	SHEPHERD & STUART SUBDIVISION	N. 61.7 FT OF LOT 41 & N. 61.7 FT OF E. 29.3 FT OF LOT 42, SHEPHERD & STUART SUB
181435125009100	City of Shreveport	23351 None	35-18-14	SHEPHERD & STUART SUBDIVISION	N. 31.5 FT OF S. 63.3 FT OF LOTS 41 & 42 & N. 31.5 FT OF S. 63.3 FT OF E. 20 FT OF LOT 43, SHEPERD & STUART SUB.
181435125009300	City of Shreveport	624 Pierre Ave	35-18-14	SHEPHERD & STUART SUBDIVISION	W. 76.5 FT OF N/2 OF S. 2/3 OF LOTS 78, 79 SHEPERD & STUART SUB. & THE N. 3 FT OF N/2 OF S. 2/3 OF SAID LOTS 79 & 80, 181435-125-93
181435127003500	City of Shreveport	1739 Logan St	35-18-14	BOISSEAU ANNEX	LOT 35, BOISSEAU ANNEX
181435127004000	City of Shreveport	1711 Logan St	35-18-14	BOISSEAU ANNEX	LOT 40, BOISSEAU ANNEX
181435127004100	City of Shreveport	23356 None	35-18-14	BOISSEAU ANNEX	LOT 41, BOISSEAU ANNEX
181435127004600	City of Shreveport	1712 Anna	35-18-14	BOISSEAU ANNEX	LOT 46, BOISSEAU ANNEX
181435127004700	City of Shreveport	1716 Anna	35-18-14	BOISSEAU ANNEX	LOT 47, BOISSEAU ANNEX 181435-127-47
181435127005400	City of Shreveport	1736 Anna	35-18-14	BOISSEAU ANNEX	S. 63 FT OF LOT 52, BOISSEAU ANNEX

**FACT SHEET
District B**

TITLE	DATE	ORIGINATING DEPARTMENT
RESOLUTION APPROVING A RESTORATION TAX ABATEMENT RENEWAL APPLICATION FOR VENYU SOLUTIONS, LLC, 601 MILAM STREET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	December 6, 2021	DEPARTMENT OF COMMUNITY DEVELOPMENT REVIEWING AGENCY DEPARTMENT. OF COMMUNITY DEVELOPMENT

PURPOSE
To approve a 5 year tax abatement on the ad valorem tax increase resulting from the restoration of the building.

BACKGROUND INFORMATION
A 1983 State Constitutional Amendment provided for the Restoration Tax Abatement Program as an incentive for restoration in historic preservation, economic development, and downtown development districts. The **VENYU SOLUTIONS, LLC** building located at 601 Milam Street was built in 1956 and is in the Shreveport Downtown Development Authority District and Central City Economic Development District.
This tax abatement will need to be approved by the State Board of Commerce and Industry after the resolution is approved by the City Council (including public hearing).
The applicant, **VENYU SOLUTIONS, LLC** fully renovated a former vacant 80,000 square feet building (Selber Bros. Building) and rebuilt original storefront display windows that have been infilled with masonry; installed imagery approved by Louisiana State Historic Preservation Office; replaced curtain wall glazing on front façade to match original design; rebuilt falling south parapet wall; cleaned and repaired all brick and stone, resealed and repointed where needed; cleaned, repaired and resealed all remaining original windows; repaired roofing where required; installed new mechanical and electrical equipment in the Equipment Yard; and installed new mechanical and equipment above the Loading Dock.
The total final cost of the project was \$16,849,700.00. The total City of Shreveport ad valorem taxes abated in the renewal will be \$67,199.97 per year for five years. The total Parish-School Board taxes abated in the renewal is \$337,263.59 per year for five years. The total DDA ad valorem taxes abated in the renewal \$22,848.19 per year for five years.

TIMETABLE
The abatement renewal will become effective after introduction to the City Council on December 14, 2021, and approval (after public hearing) on January 11, 2022, and State Department of Commerce and Industry approval.

SPECIAL PROCEDURAL REQUIREMENTS
Notice of the time and place of the public hearing is published at least twice in the official Journal of the City. The first publication must appear at least ten days before the date of the hearing.

FINANCES		
COST AND REVENUE PROJECTIONS	COST of total project was \$16,849,700.00* COST of this resolution \$67,199.97 /year*	SOURCE OF FUNDS
	RELATED annual operating Costs \$ -0-	CITY _____ % \$ N/A _____ % \$ _____ %
	INCREASED REVENUE EXPECTED/YEAR \$67,199.97 / year after the year 2027	NON-CITY _____ % \$ N/A _____ % \$ _____ %

DISCUSSION
Alternatives:
1. Approve the application.
2. Disapprove the application.

CONCLUSION
Alternative number 1 is recommended. The application conforms to the established guidelines for participation in the program.

FACT SHEET PREPARED BY: Frederick Lewis
Department of Community Development

RESOLUTION NO. ____ of 2021

RESOLUTION APPROVING A RESTORATION TAX ABATEMENT RENEWAL APPLICATION FOR VENYU SOLUTIONS, LLC, 601 MILAM STREET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, the Restoration Tax Abatement has been created by the Electors of the State of Louisiana as an Act 445 of 1983, and amended in Act 783 of 1984, Article VII, Part II, Section 21(H) of the Louisiana Constitution and Louisiana R.S. 47:4311-4319, to authorize the Board of Commerce and Industry, with the approval of the Governor and the local governing authority and in accordance with procedures and conditions provided by law, to enter into a contract granting property owners who propose the expansion, restoration, improvement or development of an existing structure or structures in a downtown development district, historic district, or economic development district, established in accordance with law, the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development; and

WHEREAS, the City of Shreveport desires to promote economic activity, create and retain job opportunities, and improve the tax base throughout the City for the benefit of all citizens; and

WHEREAS, it is the desire of the City Council to foster the continued growth and development (and redevelopment) of the City to the continued prosperity and welfare of the City; and

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

WHEREAS, this project is a commercial property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby approves the **VENYU SOLUTIONS, LLC** renewal application **20151818** for participation in the Louisiana Restoration Tax Abatement Program.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Restoration Tax Abatement Program Renewal Application - (Const 7 21)

Project ID: 20151818-RTA

Date Received: 7/29/2021

PROJECT INFORMATION

Company: Venyu Solutions, LLC
Project Name: Venyu - Selber Bros. Building Renovation
Project Location: 601 Milam Street , Shreveport, LA, 71101
Parish: Caddo
City Limits?: --

CONFIRMATION OF AFFIDAVIT OF FINAL COST

Residential: Yes No
Owner-Occupied: Yes No
Rented or Leased: Yes No
Legal Description of Property: No

ACTUAL INVESTMENTS

Total Investment Costs: \$16,849,700.00

ACTUAL JOBS

Existing:
Construction:
New:
Total Actual Jobs: 0

ACTUAL PAYROLL

Existing: \$0
Construction: \$0
New: \$0
Total Actual Payroll: \$0.00

Actual Gross Square Footage After

Project:

PROJECT DESCRIPTION

Did the actual results differ from the original Project Description on the application? Yes No

If yes, explain the difference:

No

FEES

Assessed Fee: \$250.00
Amount Due: \$0.00

ATTACHMENTS

Document Type	Document Name	Date
Signed Disclosure Authorization	RTA Disclosure_Authorization-2 (signed).pdf	7/29/2021

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
RNW	\$250.00	7/29/2021	ODDK5T86BY	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Dare	Powers	rboatner@didierconsultants.com	Didier Consultants	1575 Church St Bldg 3, Zachary, LA, 70791	(225) 658-6065	Consultant
Lorraine	Kirk	lorraine.kirk@revbroadband.com	REV Broadband	913 S. Burnside Avenue , Gonzales, LA, 70737	(225) 202-7286	Business
Peter	Louviere	peter.louviere@revbroadband.com	REV Broadband	913 S. Burnside Avenue , Gonzales, LA, 70737	(985) 693-0265	Business Signatory
Lauren	Agosta	lagosta@didierconsultants.com	Didier Consultants, Inc.	1575 Church Street , Zachary, LA, 70791	(225) 658-6065	Consultant

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Peter

Last Name: Louviere

Email Address: peter.louviere@revbroadband.com

CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Peter Louviere**

, approve the above information.

A handwritten signature in blue ink that reads "Peter Louviere". The signature is written in a cursive style with a large initial "P" and "L".

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u> A resolution amending the pay schedule for the Municipal Police Civil Service Personnel and Municipal Fire Civil Service Personnel and to otherwise provide with respect thereto.	<u>DATE</u> January 21, 2022	<u>ORIGINATING DEPARTMENT</u> NA
		<u>CITY COUNCIL DISTRICT</u> City-wide
		<u>SPONSOR</u>

PURPOSE

The purpose of this resolution is to revise the current pay schedules for the Municipal Police Civil Service Personnel and Municipal Fire Civil Service Personnel.

BACKGROUND INFORMATION

The Shreveport Police Department and Shreveport Fire Department are losing personnel due in part to the salaries within those departments being lower than other jurisdictions within the region. The revised pay schedule is a continuing effort to make these departments competitive regionally in regards to compensation for recruitment and retention purposes.

TIMETABLE

Introduction: January 25, 2022
Final Passage: February 8, 2022

ATTACHMENTS

2022 Pay Schedules
for Police and Fire

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

SPD: \$3,750,800
SFD: \$4,276,219

SOURCE OF FUNDS

SPD: Vacant police officer positions
SFD: Operating Reserves

ALTERNATIVES

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

RECOMMENDATION

FACT SHEET PREPARED BY: Annette Cash, Interim ACAO

RESOLUTION NO. 6 OF 2022

A RESOLUTION AMENDING THE PAY SCHEDULE FOR THE MUNICIPAL POLICE CIVIL SERVICE PERSONNEL AND MUNICIPAL FIRE CIVIL SERVICE PERSONNEL AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, it is the recommendation of the Administration that the current pay schedules for the Municipal Police Civil Service Personnel and Municipal Fire Civil Service Personnel be adjusted to aid in retention and recruitment within the Shreveport Police Department and Shreveport Fire Department; and

WHEREAS, the new pay schedules are a continuing effort for the Shreveport Police Department and Shreveport Fire Department to be more competitive in pay to surrounding jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that the SPD 2022 Pay Schedule, attached hereto as Exhibit A, and the SFD 2022 Pay Schedule, attached hereto as Exhibit B, be and is hereby approved, effective February 1, 2022; and

BE IT FURTHER ORDAINED that if any provision or item of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given 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, resolutions, or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Shreveport Fire Department Pay Scale

BASE PAY INCREASE OF 13%

CURRENT PAY SCHEDULE				PROPOSED PAY SCHEDULE								
				<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">BASE</th> <th style="width: 25%;">EMT</th> <th style="width: 25%;">AEMT</th> <th style="width: 25%;">PARAMEDIC</th> </tr> </table>					BASE	EMT	AEMT	PARAMEDIC
BASE	EMT	AEMT	PARAMEDIC									
Fire Recruit First 6 months in the Fire Academy	City Monthly	\$ 2,360.08	Increase Monthly Base \$ 306.81 Increase ANNUAL \$ 3,681.72	Fire Recruit First 6 months in the Fire Academy	City Monthly	\$ 2,666.89	\$ 2,716.89	\$ 2,816.89	\$ 3,166.89			
	City Annual	\$ 28,320.96			City Annual	\$ 32,002.68	\$ 32,602.68	\$ 33,802.68	\$ 38,002.68			
	State Monthly	\$ -			State Monthly	\$ -	\$ -	\$ -	\$ -			
	State Annual	\$ -			State Annual	\$ -	\$ -	\$ -	\$ -			
	Total Annual	\$ 28,320.96			Total Annual	\$ 32,002.68	\$ 32,602.68	\$ 33,802.68	\$ 38,002.68			
Firefighter State Pay begins after 1 year and FFI Cert.	City Monthly	\$ 2,788.88	Increase Monthly Base \$ 362.55 Increase ANNUAL \$ 4,350.65 TOTAL POSITIONS: 174	Firefighter State Pay begins after 1 year and FFI Cert.	City Monthly	\$ 3,151.43	\$ 3,201.43	\$ 3,301.43	\$ 3,651.43			
	City Annual	\$ 33,466.56			City Annual	\$ 37,817.21	\$ 38,417.21	\$ 39,617.21	\$ 43,817.21			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 39,466.56			Total Annual	\$ 43,817.21	\$ 44,429.21	\$ 45,617.21	\$ 49,817.21			
Fire Engineer	City Monthly	\$ 3,068.10	Increase Monthly Base \$ 398.85 Increase ANNUAL \$ 4,786.24 TOTAL POSITIONS: 153	Fire Engineer	City Monthly	\$ 3,466.95	\$ 3,516.95	\$ 3,616.95	\$ 3,966.95			
	City Annual	\$ 36,817.20			City Annual	\$ 41,603.44	\$ 42,203.44	\$ 43,403.44	\$ 47,603.44			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 42,817.20			Total Annual	\$ 47,603.44	\$ 48,215.44	\$ 49,403.44	\$ 53,603.44			
Fire Captain and Division Officer	City Monthly	\$ 3,486.14	Increase Monthly Base \$ 453.20 Increase ANNUAL \$ 5,438.38 TOTAL POSITIONS: 174	Fire Captain and Division Officer	City Monthly	\$ 3,939.34	\$ 3,989.34	\$ 4,089.34	\$ 4,439.34			
	City Annual	\$ 41,833.68			City Annual	\$ 47,272.06	\$ 47,872.06	\$ 49,072.06	\$ 53,272.06			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 47,833.68			Total Annual	\$ 53,272.06	\$ 53,884.06	\$ 55,072.06	\$ 59,272.06			
Fire Communication Officer I (Eligible for State not Required)	City Monthly	\$ 3,486.14	Increase Monthly Base \$ 453.20 Increase ANNUAL \$ 5,438.38 TOTAL POSITIONS: 30	Fire Communication Officer I (Eligible for State not Required)	City Monthly	\$ 3,939.34	\$ 3,989.34	\$ 4,089.34	\$ 4,439.34			
	City Annual	\$ 41,833.68			City Annual	\$ 47,272.06	\$ 47,872.06	\$ 49,072.06	\$ 53,272.06			
	State Monthly	\$ -			State Monthly	\$ -	\$ -	\$ -	\$ -			
	State Annual	\$ -			State Annual	\$ -	\$ -	\$ -	\$ -			
	Total Annual	\$ 41,833.68			Total Annual	\$ 47,272.06	\$ 47,872.06	\$ 49,072.06	\$ 53,272.06			
EVT II and Fire Communication Officer II (Eligible for State not Required)	City Monthly	\$ 3,694.14	Increase Monthly Base \$ 480.24 Increase ANNUAL \$ 5,762.86 TOTAL POSITIONS: 9	EVT II and Fire Communication Officer II (Eligible for State not Required)	City Monthly	\$ 4,174.38	\$ 4,224.38	\$ 4,324.38	\$ 4,674.38			
	City Annual	\$ 44,329.68			City Annual	\$ 50,092.54	\$ 50,692.54	\$ 51,892.54	\$ 56,092.54			
	State Monthly	\$ -			State Monthly	\$ -	\$ -	\$ -	\$ -			
	State Annual	\$ -			State Annual	\$ -	\$ -	\$ -	\$ -			
	Total Annual	\$ 44,329.68			Total Annual	\$ 50,092.54	\$ 50,692.54	\$ 51,892.54	\$ 56,092.54			
Fire Battalion Chief and Asst. Division Chief	City Monthly	\$ 3,904.34	Increase Monthly Base \$ 507.56 Increase ANNUAL \$ 6,090.77 TOTAL POSITIONS: 32	Fire Battalion Chief and Asst. Division Chief	City Monthly	\$ 4,411.90	\$ 4,461.90	\$ 4,561.90	\$ 4,911.90			
	City Annual	\$ 46,852.08			City Annual	\$ 52,942.85	\$ 53,542.85	\$ 54,742.85	\$ 58,942.85			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 52,852.08			Total Annual	\$ 58,942.85	\$ 59,554.85	\$ 60,742.85	\$ 64,942.85			
Assistant Fire Chief and Division Chief	City Monthly	\$ 4,342.74	Increase Monthly Base \$ 564.56 Increase ANNUAL \$ 6,774.67 TOTAL POSITIONS: 11	Assistant Fire Chief and Division Chief	City Monthly	\$ 4,907.30	\$ 4,957.30	\$ 5,057.30	\$ 5,407.30			
	City Annual	\$ 52,112.88			City Annual	\$ 58,887.55	\$ 59,487.55	\$ 60,687.55	\$ 64,887.55			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 58,112.88			Total Annual	\$ 64,887.55	\$ 65,499.55	\$ 66,687.55	\$ 70,887.55			
Deputy Fire Chief	City Monthly	\$ 5,033.34	Increase Monthly Base \$ 654.33 Increase ANNUAL \$ 7,852.01 TOTAL POSITIONS: 1	Deputy Fire Chief	City Monthly	\$ 5,687.67	\$ 5,737.67	\$ 5,837.67	\$ 6,187.67			
	City Annual	\$ 60,400.08			City Annual	\$ 68,252.09	\$ 68,852.09	\$ 70,052.09	\$ 74,252.09			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 66,400.08			Total Annual	\$ 74,252.09	\$ 74,864.09	\$ 76,052.09	\$ 80,252.09			
Fire Chief	City Monthly	\$ 10,625.00	Increase Monthly Base \$ 1,381.25 Increase ANNUAL \$ 16,575.00 TOTAL POSITIONS: 1	Fire Chief	City Monthly	\$ 12,006.25	\$ 12,056.25	\$ 12,156.25	\$ 12,506.25			
	City Annual	\$ 127,500.00			City Annual	\$ 144,075.00	\$ 144,675.00	\$ 145,875.00	\$ 150,075.00			
	State Monthly	\$ 500.00			State Monthly	\$ 500.00	\$ 501.00	\$ 500.00	\$ 500.00			
	State Annual	\$ 6,000.00			State Annual	\$ 6,000.00	\$ 6,012.00	\$ 6,000.00	\$ 6,000.00			
	Total Annual	\$ 133,500.00			Total Annual	\$ 150,075.00	\$ 150,687.00	\$ 151,875.00	\$ 156,075.00			
TOTAL Plan Cost \$4,276,219 (Base Increase: \$ 2,944,456; FRS: \$1,079,046; FLSA: \$137,279; HT: \$115,438)												

13% SPD PAY 2022

RANK	NUMBER OF EMPLOYEES	CURRENT PAY	13% DIFFERENCE	NEW PAY	TOTAL DIFFERENCE	TOTAL PAY
RECRUITS	16	\$28,922.40	\$3,759.91	\$32,682.31	\$60,158.59	\$522,916.99
OFFICER	124	\$35,349.60	\$4,595.45	\$39,945.05	\$569,835.55	\$4,953,185.95
CORPORAL I	9	\$36,894.62	\$4,796.30	\$41,690.92	\$43,166.71	\$375,218.29
CORPORAL II	16	\$37,629.20	\$4,891.80	\$42,521.00	\$78,268.74	\$680,335.94
CORPORAL III	7	\$38,634.07	\$5,022.43	\$43,656.50	\$35,157.00	\$305,595.49
CORPORAL IV	136	\$39,099.09	\$5,082.88	\$44,181.97	\$691,271.91	\$6,008,748.15
SERGEANT	99	\$43,008.99	\$5,591.17	\$48,600.16	\$553,525.70	\$4,811,415.71
LIEUTENANT	43	\$47,309.90	\$6,150.29	\$53,460.19	\$264,462.34	\$2,298,788.04
CAPTAIN/CAA	15	\$52,040.89	\$6,765.32	\$58,806.21	\$101,479.74	\$882,093.09
SECRETARY TO THE CHIEF	1	\$43,008.99	\$5,591.17	\$48,600.16	\$5,591.17	\$48,600.16
ASSISTANT CHIEF OF POLICE	4	\$58,462.80	\$7,600.16	\$66,062.96	\$30,400.66	\$264,251.86
DEUPTY CHIEF OF POLICE	1	\$75,000.00	\$9,750.00	\$84,750.00	\$9,750.00	\$84,750.00
CHIEF OF POLICE	1	\$127,500.00	\$16,575.00	\$144,075.00	\$16,575.00	\$144,075.00
TOTAL NUMBER OF OFFICERS	472					
JAILER I (YR 1)	2	\$30,726.51	\$3,994.45	\$34,720.96	\$7,988.89	\$69,441.91
JAILER I (YR 2)	2	\$31,780.54	\$4,131.47	\$35,912.01	\$8,262.94	\$71,824.02
JAILER I (YR 3)	4	\$32,834.63	\$4,268.50	\$37,103.13	\$17,074.01	\$148,412.53
JAILER I (YR 4)	4	\$33,901.42	\$4,407.18	\$38,308.60	\$17,628.74	\$153,234.42
JAILER I (YR 5)	4	\$34,951.49	\$4,543.69	\$39,495.18	\$18,174.77	\$157,980.73
JAILER I (YR 6)	4	\$36,009.54	\$4,681.24	\$40,690.78	\$18,724.96	\$162,763.12
JAILER I (YR 7)	8	\$37,063.60	\$4,818.27	\$41,881.87	\$38,546.14	\$335,054.94
JAILER II	6	\$40,769.96	\$5,300.09	\$46,070.05	\$31,800.57	\$276,420.33
JAILER III	3	\$44,846.96	\$5,830.10	\$50,677.06	\$17,490.31	\$152,031.19
JAIL SUPERINTENDENT	1	\$49,331.66	\$6,413.12	\$55,744.78	\$6,413.12	\$55,744.78
PCO I	38	41873.15	5443.5095	47316.6595	206853.361	1798033.061
PCO II	6	46060.46	5987.8598	52048.3198	35927.1588	312289.9188
POLICE VEH TECH I	5	41455.56	5389.2228	46844.7828	\$26,946.11	\$234,223.91

POLICE VEH TECH II	1	45601.12	5928.1456	51529.2656	\$5,928.15	\$51,529.27
ASST SUPT VEH MAINT	1	50161.23	6520.9599	56682.1899	6520.9599	56682.1899
SUPT VEH MAINT	1	58462.8	7600.164	66062.964	7600.164	66062.964

SPD PAY PROPOSAL 2022

RANK	NUMBER OF EMPLOYEES	CURRENT PAY	13% DIFFERENCE	NEW PAY	TOTAL DIFFERENCE	TOTAL PAY
JAILER I (YR 1)	2	\$30,726.51	\$3,994.45	\$34,720.96	\$7,988.89	\$69,441.91
JAILER I (YR 2)	2	\$31,780.54	\$4,131.47	\$35,912.01	\$8,262.94	\$71,824.02
JAILER I (YR 3)	4	\$32,834.63	\$4,268.50	\$37,103.13	\$17,074.01	\$148,412.53
JAILER I (YR 4)	4	\$33,901.42	\$4,407.18	\$38,308.60	\$17,628.74	\$153,234.42
JAILER I (YR 5)	4	\$34,951.49	\$4,543.69	\$39,495.18	\$18,174.77	\$157,980.73
JAILER I (YR 6)	4	\$36,009.54	\$4,681.24	\$40,690.78	\$18,724.96	\$162,763.12
JAILER I (YR 7)	8	\$37,063.60	\$4,818.27	\$41,881.87	\$38,546.14	\$335,054.94
JAILER II	6	\$40,769.96	\$5,300.09	\$46,070.05	\$31,800.57	\$276,420.33
JAILER III	3	\$44,846.96	\$5,830.10	\$50,677.06	\$17,490.31	\$152,031.19
JAIL SUPERINTENDENT	1	\$49,331.66	\$6,413.12	\$55,744.78	\$6,413.12	\$55,744.78
				PAY DIFFERENCE	\$182,104.46	\$1,582,907.98
				MPERS (30%)	\$54,631.34	\$474,872.39
				TOTAL BENEFIT	\$236,735.79	\$2,057,780.37
						TOTAL PAY

SPD PAY PROPOSAL 2022

RANK	NUMBER OF EMPLOYEES	CURRENT PAY	13% DIFFERENCE	NEW PAY	TOTAL DIFFERENCE	TOTAL PAY	
PCO I	38	\$41,873.15	\$5,443.51	\$47,316.66	\$206,853.36	\$1,798,033.06	
PCO II	6	\$46,060.46	\$5,987.86	\$52,048.32	\$35,927.16	\$312,289.92	
POLICE VEH TECH I	5	\$41,455.56	\$5,389.22	\$46,844.78	\$26,946.11	\$234,223.91	
POLICE VEH TECH II	1	\$45,601.12	\$5,928.15	\$51,529.27	\$5,928.15	\$51,529.27	
ASST SUPT VEH MAINT	1	\$50,161.23	\$6,520.96	\$56,682.19	\$6,520.96	\$56,682.19	
SUPT VEH MAINT	1	\$58,462.80	\$7,600.16	\$66,062.96	\$7,600.16	\$66,062.96	
					PAY DIFFERENCE	\$289,775.90	\$2,518,821.31
					MPERS (30%)	\$86,932.77	\$755,646.39
					TOTAL BENEFIT	\$376,708.67	\$3,274,467.71

SPD PAY PROPOSAL 2022

TITLE	NUMBER OF EMPLOYEES	CURRENT PAY	13% DIFFERENCE	NEW PAY	TOTAL DIFFERENCE	TOTAL PAY
COMPLAINT TAKER	4	\$27,125.28	\$3,526.29	\$30,651.57	\$14,105.15	\$122,606.27
OFFICE ASSOCIATE	9	\$27,125.28	\$3,526.29	\$30,651.57	\$31,736.58	\$275,864.10
OFFICE SPECIALIST	9	\$27,125.28	\$3,526.29	\$30,651.57	\$31,736.58	\$275,864.10
HOSTLER	1	\$27,125.28	\$3,526.29	\$30,651.57	\$3,526.29	\$30,651.57
ADMINISTRATIVE ASSISTANT	15	\$30,881.76	\$4,014.63	\$34,896.39	\$60,219.43	\$523,445.83
MANAGEMENT ASSISTANT	2	\$33,874.08	\$4,403.63	\$38,277.71	\$8,807.26	\$76,555.42
NAT OFFICER	1	\$31,995.60	\$4,159.43	\$36,155.03	\$4,159.43	\$36,155.03
NAT SUPERVISOR	1	\$40,382.40	\$5,249.71	\$45,632.11	\$5,249.71	\$45,632.11
AFIS OPERATOR	6	\$27,125.28	\$3,526.29	\$30,651.57	\$21,157.72	\$183,909.40
AFIS SUPERVISOR	3	\$28,523.28	\$3,708.03	\$32,231.31	\$11,124.08	\$96,693.92
AFIS ADMINISTRATOR	1	\$33,874.08	\$4,403.63	\$38,277.71	\$4,403.63	\$38,277.71
LATENT PRINT EXAMINER	1	\$44,138.47	\$5,738.00	\$49,876.47	\$5,738.00	\$49,876.47
CRIME SCENE TECHNICIAN I	1	\$36,975.36	\$4,806.80	\$41,782.16	\$4,806.80	\$41,782.16
PC TECHNICIAN	2	\$33,874.08	\$4,403.63	\$38,277.71	\$8,807.26	\$76,555.42
SENIOR CRIME ANALYST	1	\$44,138.40	\$5,737.99	\$49,876.39	\$5,737.99	\$49,876.39
POLICE SYSTEMS ADMINISTRATOR	1	\$44,138.40	\$5,737.99	\$49,876.39	\$5,737.99	\$49,876.39
MANAGEMENT ANALYST II	2	\$38,351.04	\$4,985.64	\$43,336.68	\$9,971.27	\$86,673.35
GRANT ADMINISTRATOR	1	\$50,057.28	\$6,507.45	\$56,564.73	\$6,507.45	\$56,564.73
FALSE ALARM COORDINATOR	1	\$31,078.32	\$4,040.18	\$35,118.50	\$4,040.18	\$35,118.50
VEHICLE FOR HIRE COORDINATOR	1	\$38,078.32	\$4,950.18	\$43,028.50	\$4,950.18	\$43,028.50
CHIEF ADMINISTRATIVE MANAGER	2	\$41,889.12	\$5,445.59	\$47,334.71	\$10,891.17	\$94,669.41
TOTAL	65					
				PAY DIFFERENCE	\$187,858.70	\$1,632,925.65
				ERS (30%)	\$56,357.61	\$489,877.70
				TOTAL BENEFIT	\$244,216.31	\$2,122,803.35
						TOTAL PAY

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A Resolution accepting the public dedication of the west side of the Chestnut Park Lane and Provenance Place intersection rights-of-way in Provenance Subdivision and otherwise providing with respect thereto.	January 14, 2021	Department of Engineering and Environmental Services
		<u>COUNCIL DISTRICT</u>
		“D”
		<u>SPONSOR</u>

PURPOSE

Section 2.03(a) of the City Charter of 1978 authorizes the City Council to accept the dedication of streets and other grounds.

This Resolution will have direct impact on Council District: D

BACKGROUND INFORMATION

The Chestnut Park Lane and Provenance Place intersection is located in southeast Shreveport, in the Provenance subdivision. Provenance subdivision is located north of Southern Loop and east of Wallace Lake Road.

The Metropolitan Planning Commission approved the plat on January 6, 2022.

The Master Plan makes no specific recommendation regarding the standard practice of street dedication for public use.

<u>TIMETABLE</u>	<u>ATTACHMENTS</u>
Introduction: January 25, 2022 Final Passage: February 08, 2022	Chestnut Park Lane in Provenance Dedication Plat
<u>SPECIAL PROCEDURAL REQUIREMENTS</u>	
None	
<u>FINANCES</u>	<u>SOURCE OF FUNDS</u>
No associated costs.	None

RECOMMENDATION

FACT SHEET PREPARED BY: Thomas Jenkins
Department of Engineering and Environmental Services

RESOLUTION NUMBER _____ OF 2022

A RESOLUTION ACCEPTING THE PUBLIC DEDICATION OF THE WEST SIDE OF THE CHESTNUT PARK LANE AND PROVENANCE PLACE INTERSECTION RIGHTS-OF-WAY IN PROVENANCE SUBDIVISION AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication of the west side of the Chestnut Park Lane and Provenance Place Intersection rights-of-way in Section 20, (T16N-R13W), Caddo Parish, Louisiana, and as shown on the Chestnut Park Lane in Provenance Dedication plat attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

BE IT FURTHER RESOLVED that the original plat reflecting the dedication of the west side of the Chestnut Park Lane and Provenance Place intersection rights-of-way be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

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

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

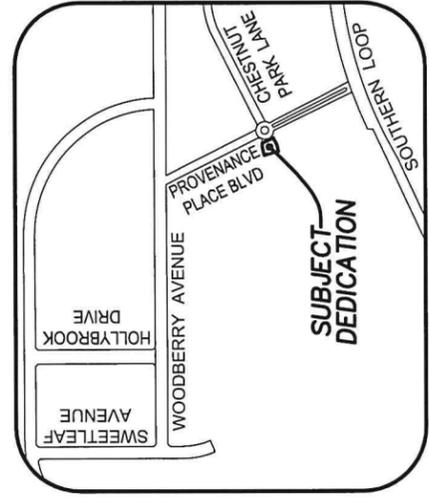
THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

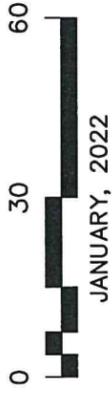
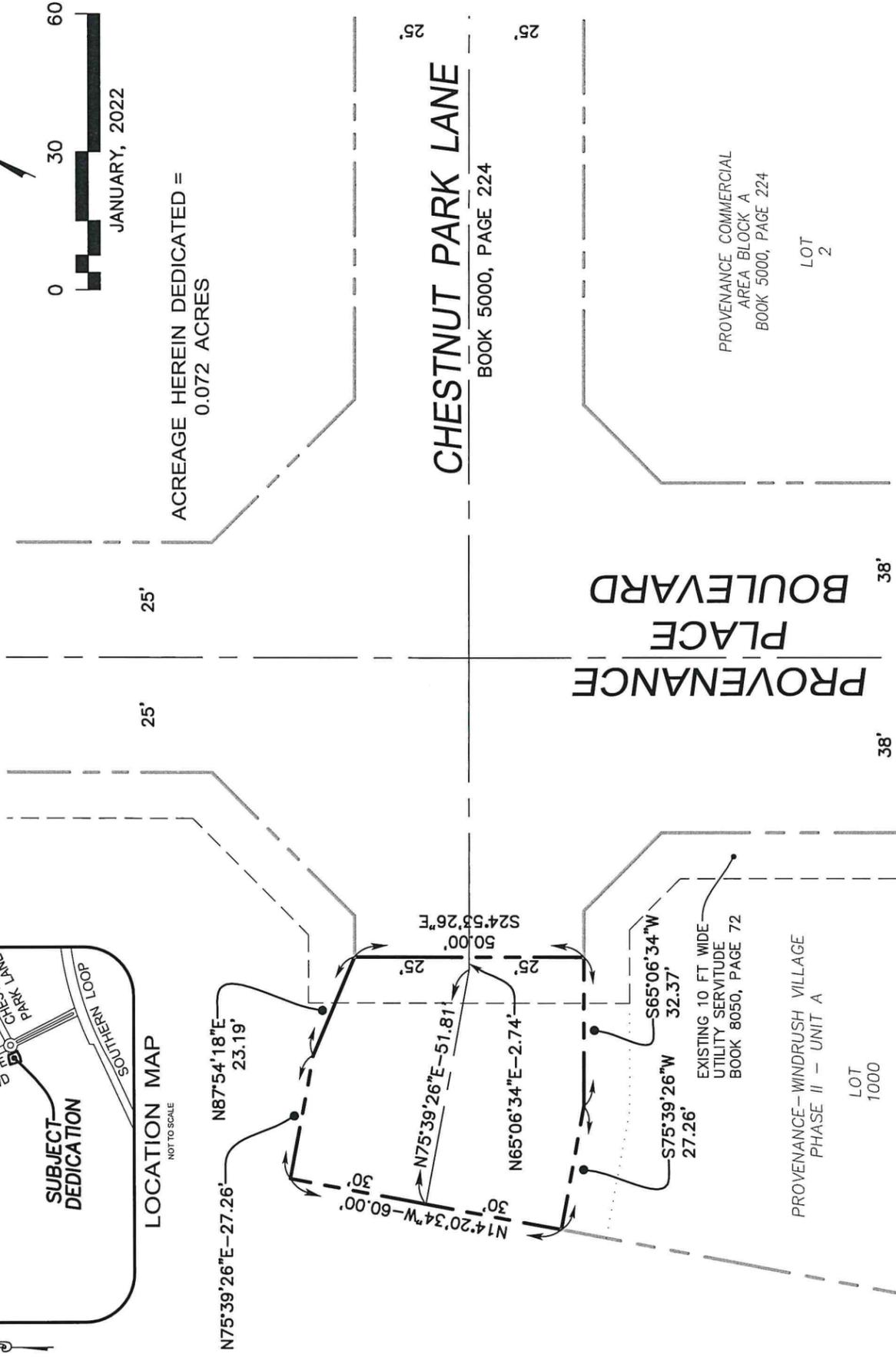
City Attorney's Office

CHESTNUT PARK LANE IN PROVENANCE DEDICATION PLAT

LOCATED IN SECTION 20, TOWNSHIP 16 NORTH, RANGE 13 WEST,
SHREVEPORT, CADDO PARISH, LOUISIANA.



LOCATION MAP
NOT TO SCALE



JANUARY, 2022

ACREAGE HEREIN DEDICATED =
0.072 ACRES

NOTES:

- 1/2" IRON ROD SET AT RIGHT-OF-WAY CORNERS.
- BEARINGS SHOWN ON THIS PLAT ARE BASED UPON PREVIOUS PLAT FILINGS.
- THIS STREET DEDICATION IS NOT LOCATED IN A FLOOD HAZARD ZONE AS PER CADDO PARISH, LA FLOOD BOUNDARY AND FLOOD MAP, AS PER PANEL No. 22017C-0605H, DATED MAY 19, 2014.
- THIS PLAT DOES NOT CONSTITUTE THE FOLLOWING:
 - WETLANDS DETERMINATION
 - SUBSURFACE DETERMINATION
 - ENVIRONMENTAL ASSESSMENTS
- THIS PLAT CONFORMS TO LA R.S. 33:5051.
- THIS PLAT CONFORMS TO THE CITY OF SHREVEPORT UDC SUBDIVISION STANDARDS (ARTICLE 13).
- THE CITY SHALL BE HELD HARMLESS FOR ANY DAMAGE, INTENTIONAL OR ACCIDENTAL, TO ANY PRIVATE PROPERTY (STREETS, SIDEWALKS, HOUSES, DRIVEWAYS, VEHICLES, SPRINKLER SYSTEMS, TREES, LANDSCAPE, FENCES, WALLS, ETC.) THAT MAY RESULT FROM THE WATER AND SEWER INFRASTRUCTURE OR FROM ACTIVITIES ASSOCIATED WITH ACCESSING THE WATER AND SEWER INFRASTRUCTURE FOR MAINTENANCE, REPAIR, REPLACEMENT, ETC. THE CITY WILL NOT REPLACE ANY PRIVATE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO STREETS THAT MUST BE REMOVED FOR ACCESS TO THE WATER AND SEWER INFRASTRUCTURE.
- DEDICATION IS LOCATED IN THE LOUISIANA NORTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN.

ACCEPTED BY CITY COUNCIL

RES. NO. _____ OF 2022

ADRIAN PERKINS
MAYOR

DATE

APPROVED:

Adrian Perkins 1-6-2022
METROPOLITAN PLANNING COMMISSION DATE

Patrick Furlong 1-13-22
PATRICK FURLONG, P.E. DATE

PROVENANCE
PLACE
BOULEVARD

CHESTNUT PARK LANE

BOOK 5000, PAGE 224

PROVENANCE COMMERCIAL
AREA BLOCK A
BOOK 5000, PAGE 224

LOT
2

LOT
1000

DEDICATION:
THE RECORD OWNERS HEREIN DEDICATE TO THE PUBLIC USE IN PERPETUITY THE STREET RIGHT-OF-WAY AS SHOWN ON THIS DEDICATION PLAT. IN ADDITION, AEP/SWEP/CO, AT&T/BELLSOUTH, COMCAST/TIME WARNER CABLE, CENTERPOINT ENERGY/ARKLA AND THE CITY OF SHREVEPORT, ARE HEREBY GRANTED THE RIGHT TO GO UPON THE RIGHT-OF-WAY DEDICATED HEREIN TO INSTALL, MAINTAIN, AND REMOVE FACILITIES APPROPRIATE TO THEIR SERVICE; TO HAVE INGRESS AND EGRESS THERETO OVER ADJACENT LOTS AND LANDS; AND TO TRIM AND/OR CUT AND REMOVE TREES OR OTHER OBSTRUCTIONS AS MAY INTERFERE WITH OR ENDANGER THE LIFE OR THE OPERATION OF SUCH FACILITIES OR THEIR EFFICIENCY. THE RECORD OWNER FURTHER AGREES TO HOLD HARMLESS THE CITY OF SHREVEPORT AND THE PARISH OF CADDO FROM DAMAGES DUE TO CHANGES IN STREET GRADES. BINDING HEREIN THEIR HEIRS, SUCCESSORS AND ASSIGNS.

THE UNDERSIGNED OWNER HEREBY AUTHORIZES THE PLATTING AND RECORDING OF THIS STREET DEDICATION:
PROVENANCE DEVELOPMENT COMPANY, L.L.C.
BY PROVENANCE OPERATING COMPANY, L.L.C.,
ITS MANAGER:

David M. Alexander 1/5/22
DAVID M. ALEXANDER, MANAGER DATE

THE SURVEY FOR THIS DEDICATION PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO CITY OF SHREVEPORT ORDINANCE NO. 129 OF 2016 AND AMENDMENTS THERETO AND R.S. 33:5051. THE SURVEY FOR THIS PLAT WAS PREPARED IN ACCORDANCE WITH "STANDARDS OF PRACTICE FOR ROUTE SURVEYS".



Desmond C. Sprawls 01/04/2022
DESMOND C. SPRAWLS DATE

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A Resolution accepting the public dedication of Pecan Square Avenue, Fairwoods Drive and Woodberry Avenue rights-of-way and 30-foot-wide drainage servitude in Provenance Subdivision Phase IV – Unit A and otherwise providing with respect thereto.	January 14, 2021	Department of Engineering and Environmental Services
		<u>COUNCIL DISTRICT</u>
		“D”
		<u>SPONSOR</u>

PURPOSE

Section 2.03(a) of the City Charter of 1978 authorizes the City Council to accept the dedication of streets and other grounds.

This Resolution will have direct impact on Council District: D

BACKGROUND INFORMATION

Provenance Phase IV – Unit A is located in southeast Shreveport, in the Provenance subdivision. Provenance subdivision is located north of Southern Loop and east of Wallace Lake Road.

The Metropolitan Planning Commission approved the plat on January 10, 2022.

The Master Plan makes no specific recommendation regarding the standard practice of street dedication for public use.

TIMETABLE

Introduction: January 25, 2022
Final Passage: February 08, 2022

ATTACHMENTS

Provenance Phase IV – Unit A Plat

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

No associated costs.

SOURCE OF FUNDS

None

RECOMMENDATION

FACT SHEET PREPARED BY: Thomas Jenkins
Department of Engineering and Environmental Services

RESOLUTION NUMBER _____ OF 2022

A RESOLUTION ACCEPTING THE PUBLIC DEDICATION OF PECAN SQUARE AVENUE, FAIRWOODS DRIVE AND WOODBERRY AVENUE RIGHTS-OF-WAY AND 30-FOOT-WIDE DRAINAGE SERVITUDE IN PROVENANCE SUBDIVISION PHASE IV – UNIT A AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication of Pecan Square Avenue, Fairwoods Drive and Woodberry Avenue rights-of-way and 30-foot wide drainage servitude in Provenance Subdivision Phase IV in Sections 19 and 20, (T16N-R13W), Caddo Parish, Louisiana, and as shown on the Provenance Phase IV – Unit A plat attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

BE IT FURTHER RESOLVED that the original plat reflecting the dedication of Pecan Square Avenue, Fairwoods Drive and Woodberry Avenue rights-of-way and 30-foot-wide drainage servitude be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

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

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

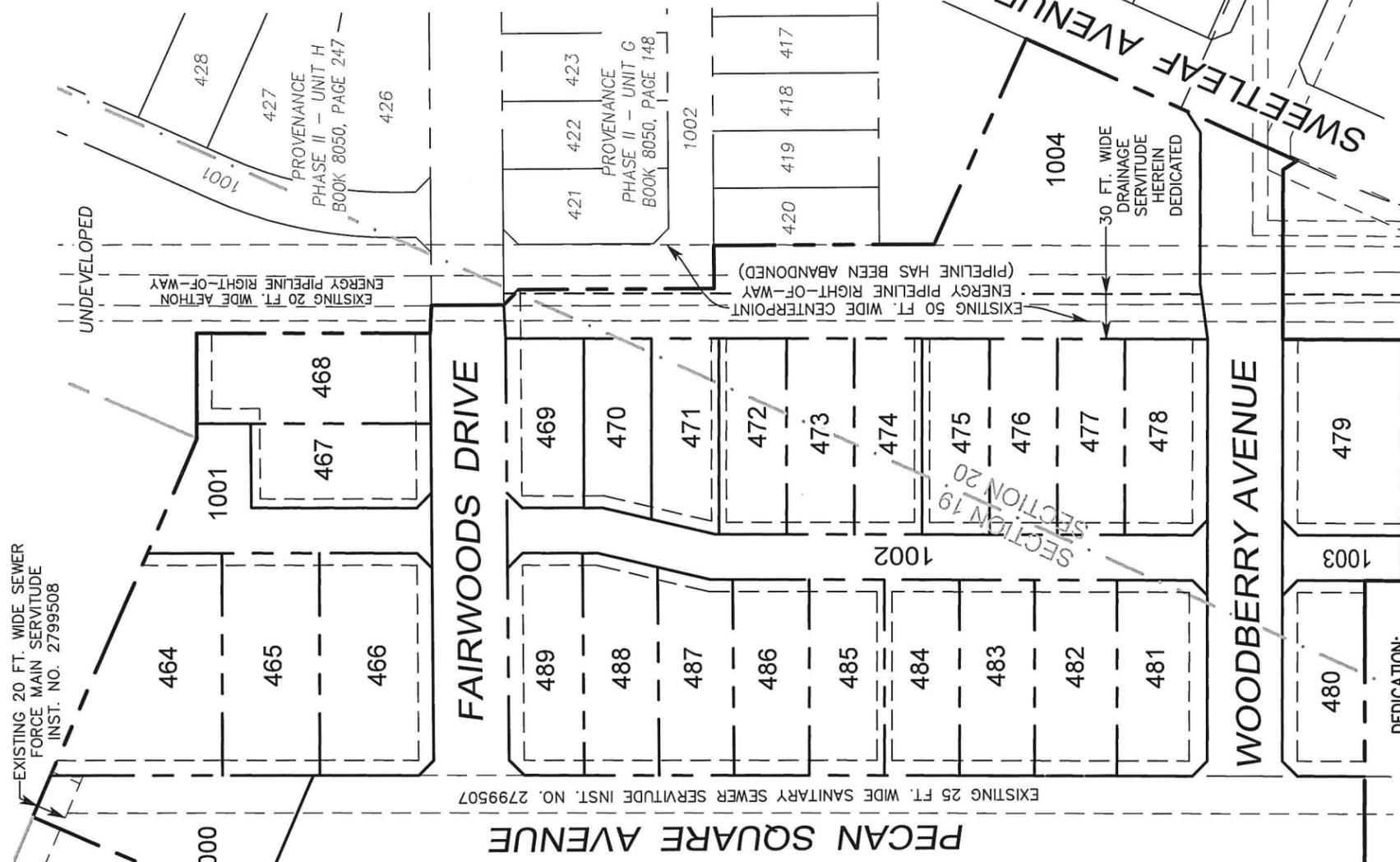
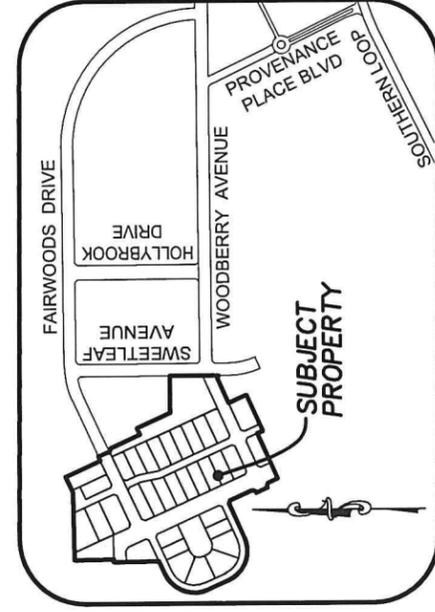
THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

PROVENANCE PHASE IV - UNIT A

A SUBDIVISION LOCATED IN SECTIONS 19 AND 20, TOWNSHIP 16 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.



TOTAL AREA = 10.563 ACRES

NOTES:

1. 1/2" IRON ROD SET AT LOT CORNERS.
2. BEARINGS SHOWN ON THIS PLAT ARE BASED UPON PREVIOUS PLAT FILINGS.
3. THIS SUBDIVISION IS NOT LOCATED IN A FLOOD HAZARD ZONE AS PER CADDO PARISH, LA FLOOD BOUNDARY AND FLOOD MAP, AS PER PANEL No. 22017C-0605H, DATED MAY 19, 2014.
4. THIS PLAT DOES NOT CONSTITUTE THE FOLLOWING:
 - A. WETLANDS DETERMINATION
 - B. SUBSURFACE DETERMINATION
 - C. ENVIRONMENTAL ASSESSMENTS
5. THIS PLAT CONFORMS TO LA R.S. 33:5051.
6. THIS PLAT CONFORMS TO THE CITY OF SHREVEPORT UDC SUBDIVISION STANDARDS (ARTICLE 13).
7. LOTS 1000 THRU 1006 ARE NOT BUILDING SITES.
8. THE CITY SHALL BE HELD HARMLESS FOR ANY DAMAGE, INTENTIONAL OR ACCIDENTAL, TO ANY PRIVATE PROPERTY (STREETS, SIDEWALKS, HOUSES, DRIVEWAYS, VEHICLES, SPRINKLER SYSTEMS, TREES, LANDSCAPE, FENCES, WALLS, ETC.) THAT MAY RESULT FROM THE WATER AND SEWER INFRASTRUCTURE OR FROM ACTIVITIES ASSOCIATED WITH ACCESSING THE WATER AND SEWER INFRASTRUCTURE FOR MAINTENANCE, REPAIR, REPLACEMENT, ETC. THE CITY WILL NOT REPLACE ANY PRIVATE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO STREETS THAT MUST BE REMOVED FOR ACCESS TO THE WATER AND SEWER INFRASTRUCTURE.
9. SUBDIVISION IS LOCATED IN THE LOUISIANA NORTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN.

DEDICATION:

THE RECORD OWNER HEREBY DEDICATES TO THE PUBLIC USE IN PERPETUITY THE STREET RIGHT-OF-WAY AND DRAINAGE SERVITUDE AS SHOWN ON THIS SUBDIVISION PLAT. ALL UTILITY SERVITUDES AND LOTS 1000-1006 SHOWN HEREON ARE PRIVATE AND ARE GRAN HEREIN IN FAVOR OF AEP/SWEPCO, AT&T/BELLSOUTH, COMCAST/TIME WARNER CABLE, CENTERPOINT ENERGY/ARKLA AND THE CITY OF SHREVEPORT. IN ADDITION, THE ABOVE NAMED UTILITY COMPANIES, PRIVATE OR PUBLIC, ARE HEREBY GRANTED THE RIGHT TO GO UPON LOTS 1000-1006 AND THE SERVITUDES GRANTED HEREIN TO INSTALL, MAINTAIN, A REMOVE FACILITIES APPROPRIATE TO THEIR SERVICE; TO HAVE INGRESS AND EGRESS THERETO OVER ADJACENT LOTS AND LANDS; AND TO TRIM AND/OR CUT AND REMOVE TREES OR OTHER OBSTRUCTIONS AS MAY INTERFERE WITH OR ENDANGER THE LIFE OR OPERATION OF SUCH FACILITIES OR THEIR EFFICIENCY. THE OWNERS OF LOTS 27 THRU 3 ARE HEREBY GRANTED THE RIGHT TO GO UPON THE ADJOINING COMMON LOT TO INSTALL AND MAINTAIN PRIVATE WATER LINES. THE RECORD OWNER FURTHER AGREES TO HOLD HARMLESS THE CITY OF SHREVEPORT AND THE PARISH OF CADDO FROM DAMAGES DUE CHANGES IN STREET GRADES. BINDING HEREIN THEIR HEIRS, SUCCESSORS AND ASSIGNS.

THE UNDERSIGNED OWNER HEREBY AUTHORIZES THE PLATTING AND RECORDING OF THIS SUBDIVISION:

PROVENANCE DEVELOPMENT COMPANY, L.L.C.
BY PROVENANCE OPERATING COMPANY, L.L.C.,
ITS MANAGER:

[Signature]
DAVID M. ALEXANDER, MANAGER

DATE

THE SURVEY FOR THIS SUBDIVISION PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO CITY OF SHREVEPORT ORDINANCE NO. 129 OF 2016 AND AMENDMENTS THERETO AND R.S. 33:5051. THE SURVEY FOR THIS PLAT WAS PREPARED IN ACCORDANCE WITH "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS "B" SURVEY.

ACCEPTED BY CITY COUNCIL
RES. NO. _____ OF _____

ADRIAN PERKINS
MAYOR

APPROVED: *[Signature]* 1-10-2022

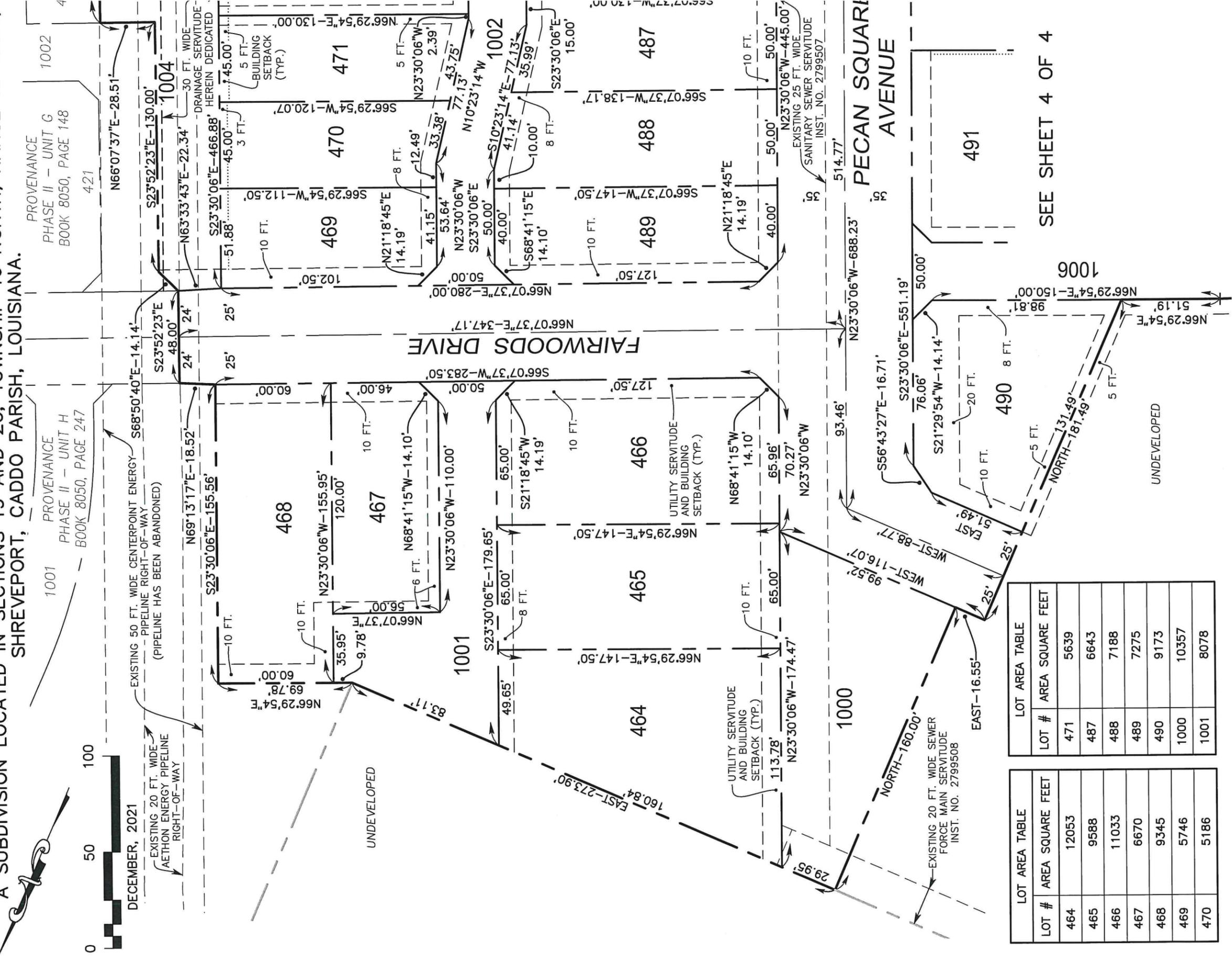
METROPOLITAN PLANNING COMMISSION



[Signature] 12/15/2021
DATE

PROVENANCE PHASE IV - UNIT A

A SUBDIVISION LOCATED IN SECTIONS 19 AND 20, TOWNSHIP 16 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.



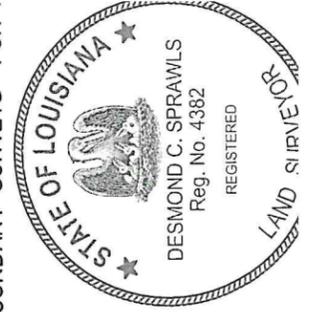
LOT AREA TABLE		LOT AREA TABLE	
LOT #	AREA SQUARE FEET	LOT #	AREA SQUARE FEET
464	12053	471	5639
465	9588	487	6643
466	11033	488	7188
467	6670	489	7275
468	9345	490	9173
469	5746	1000	10357
470	5186	1001	8078

ACCEPTED BY CITY COUNCIL
 RES. NO. _____ OF _____
 DATE _____

ADRIAN PERKINS
 MAYOR

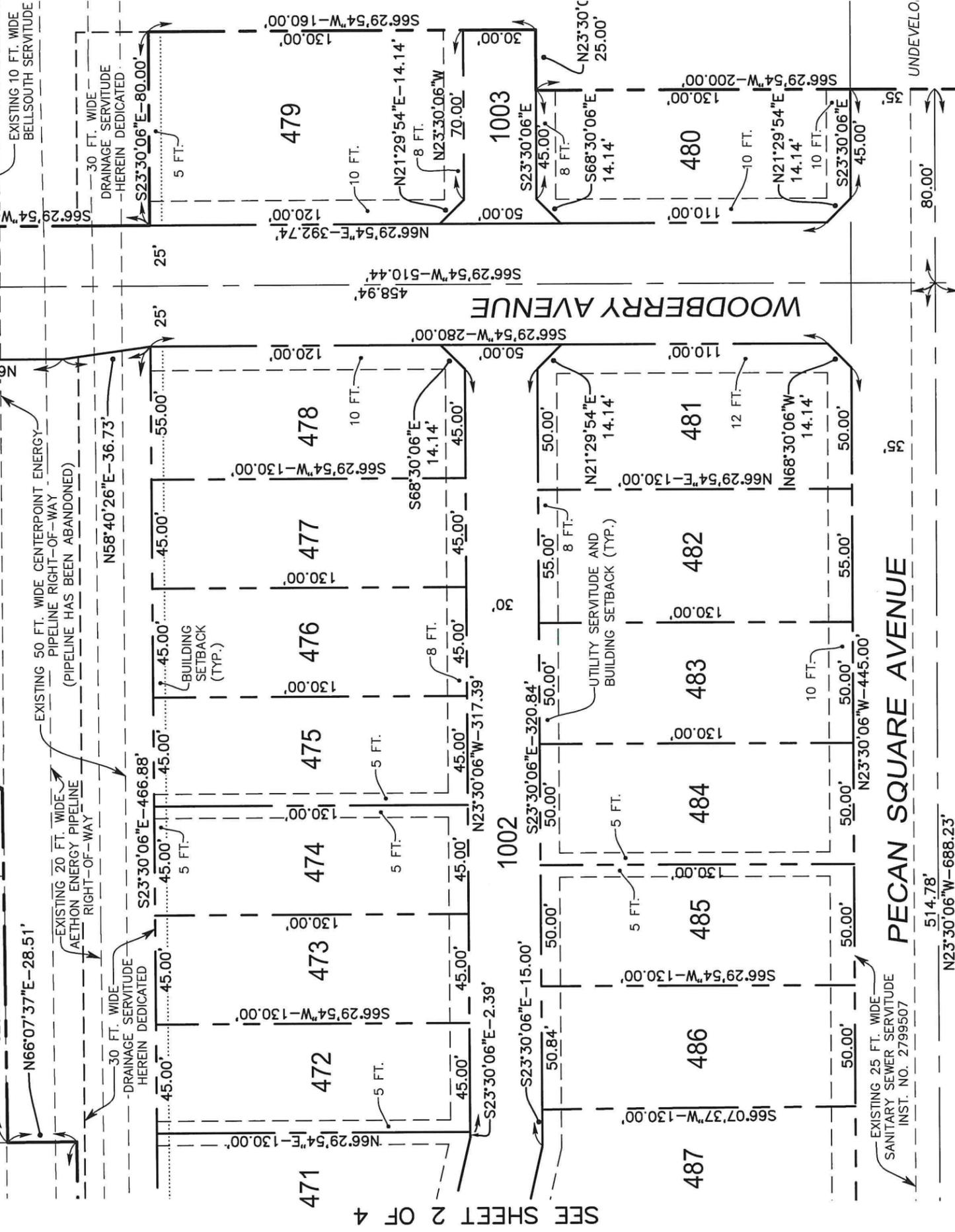
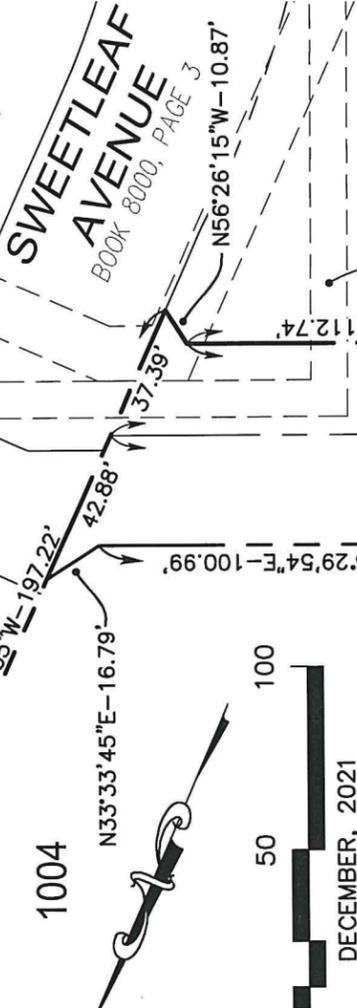
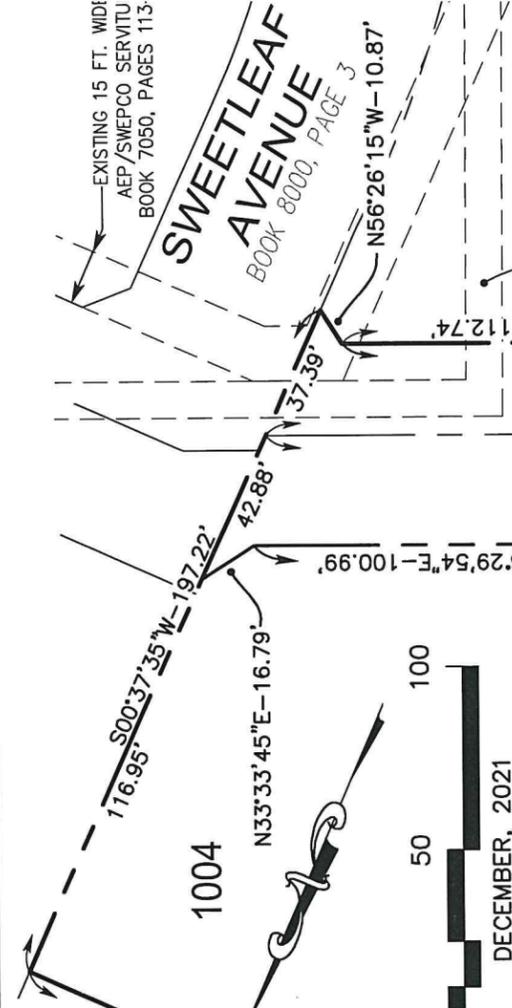
APPROVED: *Adrian Perkins* 12/15/2021
 METROPOLITAN PLANNING COMMISSION

NOTE:
 ALL UTILITY SERVITUDES SHOWN HEREON ARE UTILITY SERVITUDES & BUILDING SETBACK LIMITATIONS.
 THE SURVEY FOR THIS SUBDIVISION PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO CITY OF SHREVEPORT ORDINANCE NO. 129 OF 2016 AND AMENDMENTS THERETO. THE SURVEY FOR THIS PLAT WAS PREPARED IN ACCORDANCE WITH "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR CLASS "B" SURVEY.



PROVENANCE PHASE IV - UNIT A

A SUBDIVISION LOCATED IN SECTIONS 19 AND 20, TOWNSHIP 16 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.



SEE SHEET 2 OF 4
SEE SHEET 3 OF 4
SEE SHEET 4 OF 4

LOT AREA TABLE	
LOT #	AREA SQUARE FEET
472	5850
473	5850
474	5850
475	5850
476	5850

LOT AREA TABLE	
LOT #	AREA SQUARE FEET
477	5850
478	7100
479	10350
480	7050
481	7700

LOT AREA TABLE	
LOT #	AREA SQUARE FEET
482	7150
483	6500
484	6500
485	6500
486	6555

LOT AREA TABLE	
LOT #	AREA SQUARE FEET
1002	14242
1003	2500
1004	41749

NOTE:
ALL UTILITY SERVITUDES SHOWN HEREON ARE UTILITY SERVITUDES & BUILDING SETBACK LINES.

ACCEPTED BY CITY COUNCIL
RES. NO. _____ OF _____

ADRIAN PERKINS
MAYOR

DATE

APPROVED: *Adrian Perkins* 1-10-2022
METROPOLITAN PLANNING COMMISSION DATE

Adrian Perkins 12/15/2021

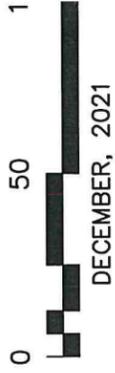
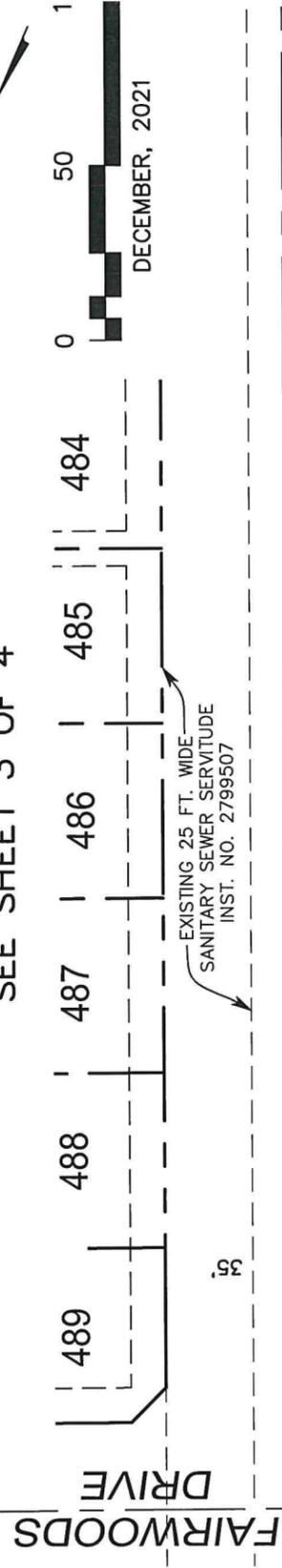
THE SURVEY FOR THIS SUBDIVISION PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO CITY OF SHREVEPORT ORDINANCE NO. 129 OF 2016 AND AMENDMENTS THERETO. THE SURVEY FOR THIS PLAT WAS PREPARED IN ACCORDANCE WITH "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR CLASS "B" SURVEY.



PROVENANCE PHASE IV - UNIT A

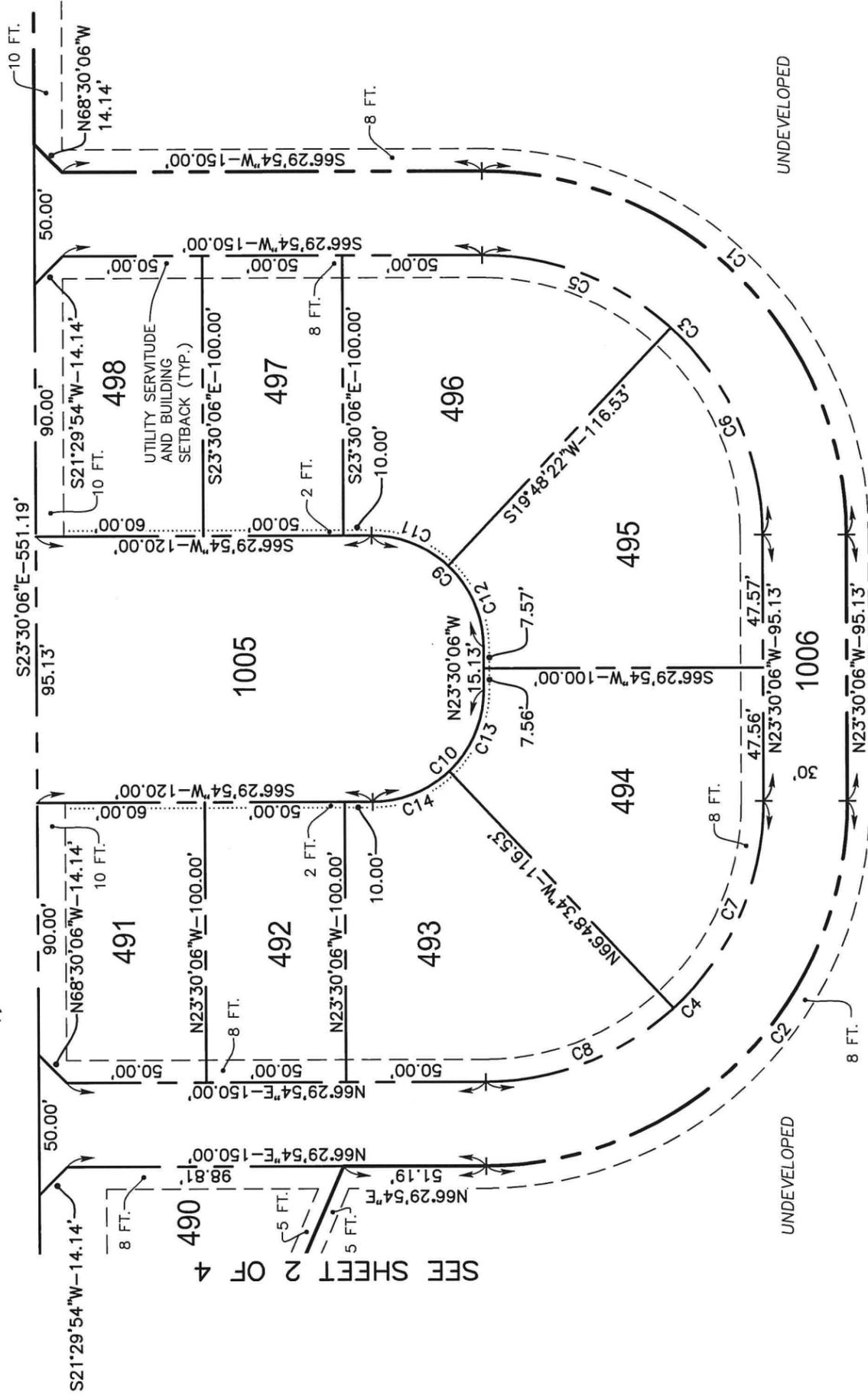
A SUBDIVISION LOCATED IN SECTIONS 19 AND 20, TOWNSHIP 16 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.

SEE SHEET 3 OF 4



DECEMBER, 2021

PECAN SQUARE AVENUE



SEE SHEET 2 OF 4

CURVE TABLE			
CURVE #	RADIUS	CHORD LENGTH	CHORD
C1	130.00'	204.20'	N68°30'06"W
C2	130.00'	204.20'	N21°29'54"E
C3	100.00'	157.08'	N68°30'06"W
C4	100.00'	157.08'	N21°29'55"E
C5	100.00'	73.92'	S87°40'25"W
C6	100.00'	83.16'	N47°19'35"W
C7	100.00'	83.16'	N00°19'23"E
C8	100.00'	73.92'	N45°19'23"E
C9	40.00'	62.83'	N68°30'06"W
C10	40.00'	62.83'	N21°29'54"E
C11	40.00'	30.23'	S88°09'08"W
C12	40.00'	32.60'	N46°50'52"W
C13	40.00'	32.60'	N00°09'20"W
C14	40.00'	30.23'	N44°50'40"E

LOT AREA TABLE	
LOT #	AREA SQUARE FEET
491	5950
492	5000
493	8760
494	9193
495	9193

LOT AREA TABLE	
LOT #	AREA SQUARE FEET
496	8760
497	5000
498	5950
1005	14534
1006	23492

ACCEPTED BY CITY COUNCIL
RES. NO. _____ OF _____

ADRIAN PERKINS
MAYOR

DATE

APPROVED:

Adrian Perkins 1-10-2022
METROPOLITAN PLANNING COMMISSION DATE

Desmond C. Sprawls 12/15/2021
REGISTERED LAND SURVEYOR



NOTE:
ALL UTILITY SERVITUDES SHOWN HEREON ARE UTILITY SERVITUDES & BUILDING SETBACK L
THE SURVEY FOR THIS SUBDIVISION PLAT WAS PERFORMED BY ME OR UNDER A
DIRECT SUPERVISION AND CONTROL. I HEREBY CERTIFY THAT THIS SUBDIVISION
PLAT CONFORMS TO CITY OF SHREVEPORT ORDINANCE NO. 129 OF 2016 AND
AMENDMENTS THERETO. THE SURVEY FOR THIS PLAT WAS PREPARED IN
ACCORDANCE WITH "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR
CLASS "B" SURVEY.

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

TITLE

A Resolution authorizing a request to be made to the Louisiana Department of Natural Resources, Louisiana State Mineral and Energy Board, to seek public bids for an oil, gas and mineral lease involving the property located in Districts F and G and described herein and to execute the lease for certain mineral interests owned by the City of Shreveport; and to authorize the mayor to execute any and all documents related to the intent of this Resolution; and to otherwise provide with respect thereto.

DATE

January 11, 2022

ORIGINATING DEPARTMENT

Office of Engineering
Property Management Section

CITY COUNCIL DISTRICT

F & G

SPONSOR

PURPOSE

To authorize the State Mineral and Energy Board to seek public bids for an oil, gas and mineral lease for City-owned property and to execute a lease for certain mineral interests owned by the City.

BACKGROUND INFORMATION

The Louisiana State Mineral and Energy Board is available, upon the request of the City, to seek public bids for an oil, gas and mineral lease and to execute the lease of the property described herein for oil, gas and other minerals. All rights and authority in connection to any lease *shall be vested in the City* to the same extent as if the City had itself leased the land.

The property is located and identified in Exhibit “A”.

TIMETABLE

Introduction: January 25, 2022
Final Passage: February 8, 2022

ATTACHMENTS

Exhibit “A” – Property Description
Exhibit “B” – Proposal Letter

SPECIAL PROCEDURAL REQUIREMENTS

The City should not follow La. R.S. [33:4712](#) for the lease of its minerals; instead it should follow [La. R.S. 30:151](#) et. seq. Pursuant to [La. R.S. 30:153\(A\)](#), the City may direct the State Mineral and Energy Board to lease its land by Resolution.

FINANCES

+ > \$1500.00
Projected Bonus and Annual Delay Rentals
[*plus* Lease Royalties after production begins.]

SOURCE OF FUNDS

Successful Bidder

ALTERNATIVES

(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

RECOMMENDATION

It is recommended the City Council adopt the Resolution.

FACT SHEET PREPARED

Malcolm Stadtlander,

BY:

Property Management Administrator

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING A REQUEST TO BE MADE TO THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES, LOUISIANA STATE MINERAL AND ENERGY BOARD, TO SEEK PUBLIC BIDS FOR AN OIL, GAS AND MINERAL LEASE INVOLVING THE PROPERTY LOCATED IN DISTRICTS F AND G AND DESCRIBED HEREIN AND TO EXECUTE THE LEASE FOR CERTAIN MINERAL INTERESTS OWNED BY THE CITY OF SHREVEPORT; AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE INTENT OF THIS RESOLUTION; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, the City of Shreveport (“City”) may own certain mineral rights underlying the described property in Exhibit “A” (“the property”); and

WHEREAS, every agency [including every municipality] is authorized to lease its land for the development and production of minerals; and

WHEREAS, the City desires to lease its interest in the property for oil, gas and other minerals subject to conditions contained herein; and

WHEREAS, the Louisiana Department of Natural Resources, Louisiana State Mineral and Energy Board, is available upon the request of the City of Shreveport to seek public bids for an oil, gas and mineral lease and to execute the lease of the property described herein in Exhibit “A” for oil, gas and other minerals if requested to do so by the City of Shreveport; and

WHEREAS, this Resolution is authorized pursuant to Louisiana Revised Statutes, Title 30; Subtitle I; Chapter 2; Subpart B. Leases by State Agencies [and Municipalities] ([La. R.S. 30:151 – 30:159](#)); and

WHEREAS, pursuant to [La. R.S. 30:153\(A\)](#), any agency [Municipality] may, by Resolution, direct the State Mineral and Energy Board to lease the City’s interest in the property for such purposes; and

WHEREAS, pursuant to [La. R.S. 30:153\(A\)](#), after the execution of the original lease, all rights and authority in connection therewith shall be vested in the agency [Municipality] to the same extent as if the agency [Municipality] had itself leased the land; and

WHEREAS, pursuant to [La. R.S. 30:153\(A\)](#) the bonus money, if any, received for the lease shall be transmitted by the State Mineral and Energy Board to the agency [Municipality];

WHEREAS, the City of Shreveport has received a written request from Joe K. McGinty, Jr., on behalf of McGinty-Durham, Inc., that the City seek public bids for an oil, gas and mineral lease covering said described property in Exhibit “A”; and

WHEREAS, the City of Shreveport does not, by way of the instant Resolution, guarantee Joe K. McGinty, Jr., on behalf of McGinty-Durham, Inc., or any other bidding entity, the award of successful bid on the described property in Exhibit “A” (“the property”).

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

1. The City of Shreveport declares it may own certain mineral rights underlying the following described property, to-wit: *See* Exhibit “A” – Property Description
2. The Louisiana Department of Natural Resources, State Mineral and Energy Board, be and it is hereby requested and authorized to seek public bids for an oil, gas and mineral lease covering the property described herein above.
3. The Louisiana Department of Natural Resources, State Mineral and Energy Board, be and it is hereby requested and authorized to execute a lease covering the property described herein above.
4. The Mayor, Adrian Perkins, and/or his designee, is hereby authorized to execute, for and on behalf of the City of Shreveport, any and all documents related to the execution and intent of this Resolution.
5. **Any such lease shall contain a NO SURFACE OPERATIONS provision to read the same or substantially the same as the following:**

Lessee, its successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, its successors or assigns, shall not use the surface of the Lessor's property for

drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

6. **Any such lease shall contain a HORIZONTAL PUGH clause to read the same or substantially the same as the following:**

Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which includes a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and Lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

7. **Any such lease shall contain a VERTICAL PUGH clause to read the same or substantially the same as the following:**

Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of one hundred (100) feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit-by-unit basis. In the absence of units so established, this lease shall terminate except as to forty (40) acres around each producing oil well and one hundred sixty (160) acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of one hundred (100) feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well-by-well basis.

8. **Any such lease shall contain a minimum CASH PAYMENT BONUS provision as follows:** Cash Payment Bonus of not less than one thousand five hundred dollars (\$1500.00) per acre.

9. **Any such lease shall contain a minimum ROYALTY provision as follows:** Royalty of not less than twenty percent (20%).
10. **Any such lease shall contain a maximum TERM provision as follows:** Primary term of lease shall not exceed three (3) years.
11. Any such lease shall contain a provision expressly stating that any lease granted by the City of Shreveport and accepted by Lessee shall be **WITHOUT WARRANTY OF TITLE** and **WITHOUT RECOURSE AGAINST THE CITY**, whether expressed or implied, even for the return of any monies paid, and further, that City shall not be required to return any payments received or be otherwise responsible to Lessee therefore.
12. Any error in any legal description contained in this Resolution and/or in Exhibit "A" which may be discovered by the State Mineral and Energy Board, or its staff, during its review of the City's application, which are subsequently corrected by the City of Shreveport, provided such irregularities do not materially change the property being herein authorized for lease, shall not affect any authorization granted or conveyed herein and the State Mineral and Energy Board is hereby authorized to advertise and subsequently lease the said property as correctly described.
13. A certified copy of the executed *Lease Agreement* authorized herein and all Exhibits attached thereto, or an extract thereof, shall be filed and recorded in the conveyance records of Caddo Parish, Louisiana.

BE IT FURTHER 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, ordinances or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall become effective in accordance with the provisions of [Shreveport City Charter Section 4.23](#).

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Exhibit "A"

CITY OF SHREVEPORT, LOUISIANA NOMINATION 1: (All lands in Sections 13 & 24-17N-15W)

Those certain tracts of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City of Shreveport on February 12, 2020, being more fully described as follows: 1a) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Sections 13 and 24, Township 17 North, Range 15 West, Caddo Parish, Louisiana, containing **68.591225 acres**, more or less; 1b) That certain tract of land belonging to the City of Shreveport within Section 13, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171513-000-0056-00 containing **34.891 acres**, more or less, acquired by City of Shreveport as recorded in Book 1482, Page 93, Instrument No. 645649; 1c) That certain tract of land belonging to the City of Shreveport within Section 13, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171513-000-0043-00 containing **21.21 acres**, more or less, acquired by City of Shreveport as recorded in Book 1482, Page 89, Instrument No. 645648; 1d) That certain tract of land belonging to the City of Shreveport within Section 13, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171513-018-0017-00 containing **0.920033 acres**, more or less, acquired by City of Shreveport as recorded in Book 1482, Page 89, Instrument No. 645648; 1e) That certain tract of land belonging to the City of Shreveport within Section 13, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171513-018-0019-00 containing **3.628994 acres**, more or less, acquired by City of Shreveport as recorded in Book 1482, Page 89, Instrument No. 645648; 1f) That certain tract of land belonging to the City of Shreveport within Section 13, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171513-018-0020-00 containing **0.072421 acres**, more or less, acquired by City of Shreveport as recorded in Book 1482, Page 89, Instrument No. 645648; 1g) That certain tract of land belonging to the City of Shreveport within Section 13, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171513-012-0030-00 containing **0.091939 acres**, more or less, acquired by City of Shreveport as recorded in Book 2471, Page 736, Instrument No. 1166363; 1h) That certain tract of land belonging to the City of Shreveport within Section 24, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171524-000-0036-00 containing **1.641850 acres**, more or less, acquired by City of Shreveport as recorded in Book 1238, Page 739, Instrument No. 493138 and Book 1314, Page 172, Instrument No. 542878; 1i) All tax adjudicated properties in Sections 13 and 24, Township 17 North, Range 15 West containing **3.99 acres**, more or less; the total acreage for Sections 13 and 24, Township 17 North, Range 15 West containing **135.24 acres**.

McGINTY-DURHAM, INC.

Energy Land Services
(318) 445-0054 FAX (318) 445-0804

Exhibit "B"

Post Office Box 7979
Alexandria, Louisiana 71306-0979

1326 Jackson Street
Alexandria, Louisiana 71301

December 17, 2021

The Honorable Adrian Perkins, Mayor
CITY OF SHREVEPORT, LOUISIANA
505 Travis Street, Suite 200
Shreveport, LA 71101

Re: Nomination of City of Shreveport Acreage
For Oil, Gas & Mineral Lease
Sections 13 & 24, Township 17 North, Range 15 West
Caddo Parish, Louisiana

Dear Mayor Perkins:

McGinty-Durham, Inc. desires to obtain Oil, Gas and Mineral Lease coverage as to approximately **135.24 acres** located in Sections 13 & 24 of Township 17 North, Range 15 West, Caddo Parish, Louisiana. In order to obtain said lease coverage, the City of Shreveport needs to enact a Resolution authorizing the State Mineral Board of the State of Louisiana to advertise and receive sealed bids in a future State Lease Sale. Please note that this is the identical acreage that was previously approved by the City Council and nominated for the June 9, 2021 State Lease Sale; however, no bids for this acreage were submitted at that time. We are now hopeful that a successful bidder will appear to lease this acreage.

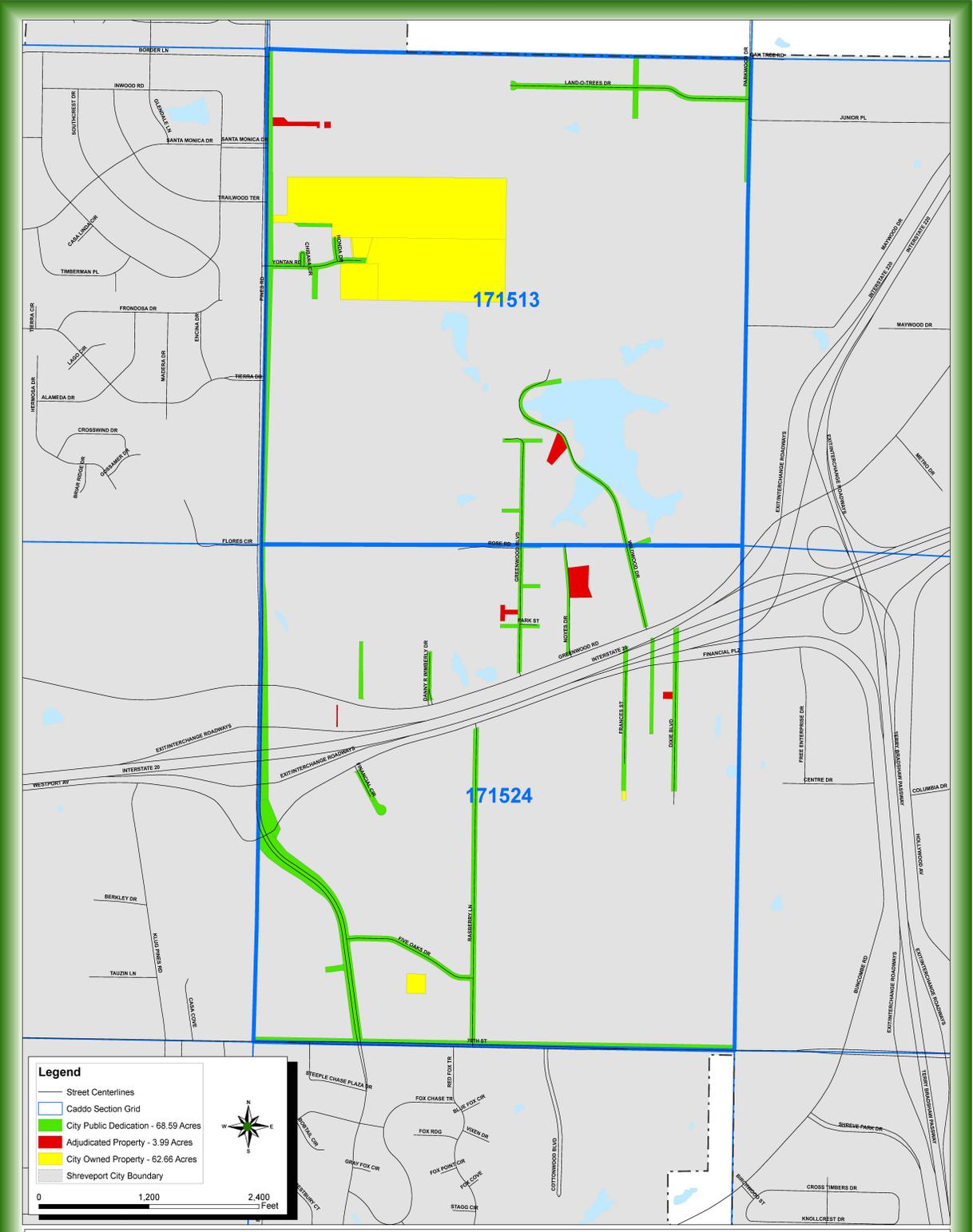
The schedule of upcoming State Lease Sales indicates that the appropriate resolution should be received by the State Mineral Board prior to a **January 24, 2022 deadline** in order to make the April 13, 2022 State Lease Sale; therefore, we respectfully request that this issue be included on the agenda for the next regular meeting of the Board to be held on **December 28, 2021** or as soon thereafter as possible. The resolution should authorize the State Mineral Board to act on behalf of the City of Shreveport and should be delivered to the Office of Mineral Resources; Petroleum Lands Division; P.O. Box 2827, Baton Rouge, LA 70821-2827. Since additional plats, descriptions and checks must accompany the Resolution, we would suggest that we pick up said Resolution once it has been prepared, provide the checks and additional information requested, then complete the process. Please note that these identical tracts were previously approved for nomination by the City Council on prior occasions in November, 2019, August, 2020, and March, 2021.

According to the rules promulgated by the State Mineral Board, this acreage within two (2) sections has been compiled into a single nomination. Included herewith is a map of the proposed nomination and the descriptions of the City-owned acreage within the nomination. This nomination includes both fee lands owned by the City along with roadbed minerals acquired by the City through various statutory dedications and tax adjudicated lands.

Should you have any questions or comments whatsoever, please do not hesitate to contact me at the above address/telephone number. We thank you very much for your cooperation and assistance in this matter.

Very truly yours,
Joe K. McGinty, Jr.
Joe K. McGinty, Jr.

Encl:



Legend

- Street Centerlines
- Caddo Section Grid
- City Public Dedication - 68.59 Acres
- Adjudicated Property - 3.99 Acres
- City Owned Property - 62.66 Acres
- Shreveport City Boundary

0 1,200 2,400 Feet

City of Shreveport

Oil & Gas Nomination - 135.24 Total Acres

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A Resolution to authorize the Shreveport Airport Authority, to discard of surplus property Passenger Boarding Bridges IFB #22-066 otherwise provide with respect thereto.	January 20, 2022	Purchasing Division
		<u>COUNCIL DISTRICT</u>
		City-wide
		<u>SPONSOR</u>

PURPOSE

To authorize the Shreveport Airport Authority, to discard of said surplus property passenger boarding bridges.

BACKGROUND INFORMATION

On January 18, 2022 no bids was for Sale of Passenger Boarding Bridges IFB Bid # 22-066. IFB #22-066 was published in the times, our official journal on December 2, 2021 and January 6, 2022.

The Purchasing Agent, after consultation with the Airport, is recommending that the items be deemed to have no value, and it may be discarded. This resolution will also authorize the Shreveport Airport Authority to discard said surplus movable property in accordance with applicable law.

TIMETABLE

Introduction: January 25, 2022
Final Passage: February 8, 2022

ATTACHMENT(S)

N/A

SPECIAL PROCEDURAL REQUIREMENTS

NA

FINANCES

NA

SOURCE OF FUNDS

NA

ALTERNATIVES

(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

RECOMMENDATION

It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY:

DeReka Abner-Mims, Senior Buyer
Purchasing Division

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO AUTHORIZE THE SHREVEPORT AIRPORT AUTHORITY, TO DISCARD OF SURPLUS PROPERTY PASSENGER BOARDING BRIDGES IFB #22-066 OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, on January 18, 2022, no bids was received for the second time for IFB 22-066 Sale of Passenger Boarding Bridges.

WHEREAS, Shreveport City Charter Section 10.04 (e) states, the Purchasing Agent shall have the authority to transfer, to or between departments and agencies of the City, or to sell supplies, materials and equipment determined to be surplus, obsolete or unused after consultation with the head of the department concerned; and

WHEREAS, the Purchasing Agent, after consultation with the Shreveport Airport Authority, is recommending that the passenger boarding bridges be deemed to have no value, and it may be discarded.

WHEREAS, the Purchasing Agent is recommending such action(s) be taken in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened that the Shreveport Airport Authority, is hereby authorized to discard of the passenger boarding bridges.

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.

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA****TITLE**

A Resolution to Amend Resolution no. 139 of 2021 which was adopted to execute an Agreement between the City of Shreveport and Carr, Riggs & Ingram, LLC for the purpose of an external audit of the City for fiscal year January 1, 2021, through December 31, 2021, and to otherwise provide with respect thereto.

DATE

January 25, 2022

ORIGINATING DEPARTMENT

City Council / Internal Audit

COUNCIL DISTRICT

City-wide

SPONSOR

Councilmember John Nickelson

PURPOSE

To amend Resolution 139 of 2021 as to contract language to comply with updated auditing standards.

BACKGROUND INFORMATION

On December 14, 2021, Resolution 139 of 2021 was adopted to execute an agreement with Carr, Riggs & Ingram for the external audit of the City. After the original engagement letter was issued, guidance was finalized regarding audits of local governments for years ended December 31, 2021 after implementing SAS No. 134 and Related SASs. The original engagement letter contemplated the expected language and form; after the guidance release, it was necessary to adjust the original engagement letter in order to be compliant with auditing standards. This resolution is to modify some technical aspects of the language in the agreement to comply with updated auditing standards.

TIMETABLE

Introduction: January 25, 2022
Final Passage: February 8, 2022

ATTACHMENTS

Exhibit "A" *Letter Agreement and PFC Letter*

SPECIAL PROCEDURAL REQUIREMENTS

NA

FINANCES

\$254,930

SOURCE OF FUNDS

General Fund, CDBG, WIA, Airport,
Water & Sewerage, and Various Other Funds

ALTERNATIVES

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

RECOMMENDATION

It is recommended that the City Council adopt the resolution.

FACT SHEET PREPARED BY:

Leanis L. Steward
City Internal Auditor

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO AMEND RESOLUTION NO. 139 OF 2021 WHICH WAS ADOPTED TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND CARR, RIGGS & INGRAM, LLC FOR THE PURPOSE OF AN EXTERNAL AUDIT OF THE CITY FOR FISCAL YEAR JANUARY 1, 2021, THROUGH DECEMBER 31, 2021, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER: NICKELSON

WHEREAS, the City is required by Shreveport [City Charter Section 4.28](#) to cause to have accomplished an annual financial audit of the City; and

WHEREAS, Carr, Riggs & Ingram, LLC agrees to conduct an audit of the City in accordance with the requirements of the City Charter and applicable law; and

WHEREAS, an agreement was previously adopted by the City Council for the fiscal year January 1, 2021 through December 31, 2021 external audit; and

WHEREAS, it is necessary to amend the agreement to comply with updated auditing standards.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that the Mayor is hereby authorized to execute an amendment to Resolution 139 of 2021 to adjust the original engagement letter between the City of Shreveport and Carr, Riggs & Ingram, LLC, for the fiscal year January 1, 2021 through December 31, 2021 external audit, in order to be compliant with updated auditing standards, relative to the authorization granted herein, substantially in accord with the draft thereof which was filed for public inspection in the Office of the Clerk of Council.

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.

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Carr, Riggs & Ingram, LLC

1000 East Preston Avenue
Suite 200
Shreveport, LA 71105

Mailing Address:

P.O. Box 4278
Shreveport, LA 71134-0278

(318) 222-2222

(318) 226-7150 (fax)

CRlcpa.com

January 19, 2022

The Honorable Adrian Perkins, Mayor
Members of the City Council
City of Shreveport
Shreveport, Louisiana

We are pleased to confirm our understanding of the services we are to provide the City of Shreveport for the year ended December 31, 2021. We will audit the passenger facility charges revenue and disbursement schedule (the "Schedule"), including the related notes to the Schedule, of the City of Shreveport as of and for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the City of Shreveport, Louisiana (the City)'s compliance with the compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies* (the Guide), issued by the Federal Aviation Administration, for its passenger facility charge program for the year ended December 31, 2020.

The objective of our audit is the expression of opinions as to whether the Schedule is free from material misstatement, whether due to fraud or error; is fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on –

- Internal control over financial reporting and compliance with the provisions, laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.
- Internal control over compliance related to the passenger facility charge program and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of the passenger facility charge program that could have a direct and material effect on the passenger facility charge program in accordance with the *Passenger Facility Charge Audit Guide for Public Agencies* (the "Guide").

The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Guide report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control and compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing is based on the requirements of the Guide. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provisions of the Guide, and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Compliance Audit. Our reports will be addressed to the Mayor and Members of City Council of the City of Shreveport. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Auditor's Responsibilities for the Audit of the Passenger Facility Charges Revenue and Disbursement Schedule

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Schedule, including the disclosures, and determine whether the Schedule represents the underlying transactions and events in a manner that achieves fair presentation. WE will plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As required by the *Passenger Facility Charge Audit Guide for Public Agencies*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operations of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the passenger facility charge program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Guide.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Shreveport's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, requires that we also plan and perform the audit to obtain reasonable assurance about whether the City of Shreveport has complied with the federal statutes, regulations, and the terms and conditions of the passenger facility charge program. Our procedures will consist of tests of transactions and other applicable procedures described in the Guide for the types of compliance requirements that could have a direct and material effect on the City of Shreveport's passenger facility charge programs. The purpose of these procedures will be to express an opinion on City of Shreveport's compliance with requirements applicable to the passenger facility charge program in our report on compliance issued pursuant to the Guide.

Other Services

We will also assist in preparing the passenger facility charges revenue and disbursement schedule, and related notes and the passenger facility charge audit summary of the City of Shreveport in conformity with U.S. generally accepted accounting principles and any other nonattest service requested by you, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, passenger facility charges revenue and disbursement schedule, and related notes and passenger facility charge audit summary and any other nonattest service as deemed appropriate. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Passenger Facility Charges Revenue and Disbursement Schedule

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statement services, passenger facility charges revenue and disbursement schedule, and related notes, and the passenger facility charge audit summary and any other nonattest service we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the passenger facility charges revenue and disbursement schedule, and related note, and passenger facility charge audit and any other nonaudit services we provide, and that you have reviewed and approved the passenger facility charges revenue and disbursement schedule, and related notes, and passenger facility charge audit summary and any other nonaudit services we provide prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account, including those firms engaged under the City's Faire Share Program. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information.

In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Mayor and Members of the City Council of the City of Shreveport; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC. It is understood that our audit documentation is confidential information. However, we will make our audit documentation available to the Legislative Auditor, any successor auditor, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews. We will follow the Louisiana Legislative Auditor's policy regarding confidentiality of audit documentation found in the Louisiana Governmental Audit Guide when giving access to audit documentation to any parties other than those previously named individuals and organizations. Should we become aware of any illegal acts, we will make our engagement documentation available to the local district attorney and/or any other state or federal enforcement or regulatory agency without liability. Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Cognizant or Oversight Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 2022 and to issue our thereafter. Tom Simms is the engagement partner and Josh Trahan is the onsite audit partner. Tom Simms is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services are included in the engagement letter for the audit of the City of Shreveport for the year ended December 31, 2021. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Additional Work

The total all-inclusive maximum price included in the City of Shreveport audit engagement letter for the year ended December 31, 2021 shall not be exceeded without the prior written approval by the Internal Auditor of the work and the maximum amount of the increase. No additional work will be approved unless it was work that could not have been anticipated prior to the submission of the proposal. The request for approval of additional work shall be made in writing to the Internal Auditor before such work is done, and shall be accompanied by documentation explaining the necessity to exceed the original pricing in the engagement letter, and the maximum amount of the increase requested.

If a multi-year engagement is entered into, all outstanding invoices for work performed during any prior engagement will be paid in full before work commences on the current engagement.

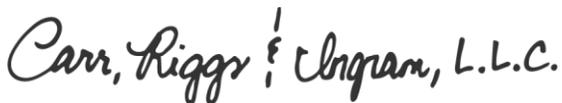
Reporting

We will issue a written report upon completion of our audit of the City’s Passenger Facility Charges Revenue and Disbursement Schedule. Our report will be addressed to the Mayor and the City Council of the City of Shreveport. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Shreveport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of City of Shreveport.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



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January 19, 2022

The Honorable Adrian Perkins, Mayor
Members of the City Council
City of Shreveport
Shreveport, Louisiana

Dear Mayor Perkins and Members of the City Council:

We are pleased to confirm our understanding of the services we are to provide the City of Shreveport (the "City") for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Changes in Total OPEB Liability and Related Ratios and Notes
- 4) Schedule of Changes in Net Pension Liability
- 5) Schedule of Investment Returns
- 6) Schedule of Pension Contributions
- 7) Notes to Required Supplementary Pension Information
- 8) Schedule of Employer's Proportionate Share of Net Pension Liability – State
- 9) Schedule of Employer Contributions - State

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Nonmajor Fund Budgetary Comparison Schedules
- 2) Combining Individual Statements of Nonmajor Governmental / Special Revenue Funds
- 3) Combining Statement of Nonmajor Enterprise Funds
- 4) Combining Statements of Internal Service Funds
- 5) Combining Statements of Component Units
- 6) Schedule of Compensation, Benefits, and Other Payments to Agency head or Chief Executive Officer
- 7) Justice System Funding Schedule – Receiving Entity as Required by Act 87 of the 2020 Regular Legislative Session
- 8) Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

It is our understanding that our audit will encompass the following component units and funds:

- City of Shreveport (primary government)
- **Governmental Fund Types**
- General Fund
- Special Revenue Funds:
 - Enrichment Fund
 - Community Development Fund
 - Riverfront Development
 - Police Grants
 - Downtown Entertainment Economic Development
 - Redevelopment
 - Environmental Grants
 - Streets Fund
 - Diversion Program
- Debt Service Fund
- Capital Projects Funds:
 - 2003A General Obligation Bond
 - 2011 General Obligation Bonds
 - 2014 General Obligation Bonds
 - Miscellaneous Capital Projects
 - Miscellaneous General Obligation Bonds
- **Proprietary Fund types**
- Enterprise Funds:

- Municipal and Regional Airports
 - Water and Sewerage
 - Shreveport Area Transit System
 - Golf
 - Downtown Parking
 - Convention Center
 - Convention Center Hotel
 - Solid Waste
- Internal Service Funds:
 - Employees' Health Care Fund
 - Retained Risk
- **Fiduciary Fund Types**
- Fiduciary Funds - Pensions:
 - Employees' Retirement System
 - Firemen's Pension and Relief
 - Policemen's Pension and Relief
- **Component Units**
 - Metropolitan Planning Commission
 - Shreveport Home Mortgage Authority
 - Shreve Memorial Library

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Our engagement will also be performed in accordance with the *Louisiana Governmental Audit Guide*, authorized by Louisiana Revised Statute 24:513 A. (5)(a)(i), which is published jointly by the Louisiana Legislative Auditor and the Society of Louisiana Certified Public Accountants.

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Risk of material misstatement due to revenue recognition
- Risk of material misstatement due to management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

We will notify the Legislative Auditor, immediately and in writing, of:

- Any fraud, abuse or illegal acts that are detected during our engagement
- Any client imposed scope restrictions, to include failure to provide the appropriate books and records in a timely manner; or denial of access to appropriate books and records
- Any significant disagreements with the local auditee
- Any change in the scope of the engagement (for example, a change from an audit engagement to a review/attestation engagement), to include all reasons for such change
- Any decision to withdraw from or cancel the engagement, to include all substantive reasons for the withdrawal or cancellation
- Our decision to disclaim the auditors' opinion, or to render an adverse opinion on the financial statements for any reason other than omitted component units.

At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We may assist in preparing the financial statements, the preparation of GASB related computations and adjustments for pensions, OPEBS and other related items, the schedule of expenditures of federal awards and data collection form, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implement systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also including identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluating and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on March 31, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

CRI, by issuing the Comprehensive Annual Financial Report opinion, gives the City permission to reproduce the audit opinion letter as a part of the basic financial statements on the internet and public offerings.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account, including those firms engaged under the City's Faire Share Program. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City and the Louisiana Legislative Auditor; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Either we or the local auditee will submit a copy of the report, any management letter, and management's corrective action plan (if applicable) to the following persons and agencies, as applicable:

- Each member of the local auditee's governing board
- Each Louisiana State agency providing financial assistance to the local auditee
- The Federal Audit Clearinghouse, as required by 2 CFR Section 200.512

It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse.

Our audit will include a review of any prior-year suggestions and recommendations and will indicate the extent to which the summary schedule of prior year audit findings is fairly stated. As to any current-year recommendations and suggestions, we will afford you the opportunity to respond to such matters and will include your response(s) in management's corrective action plan.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC. It is understood that our audit documentation is confidential information. However, we will make our audit documentation available to the Legislative Auditor, any successor auditor, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews. We will follow the Louisiana Legislative Auditor's policy regarding confidentiality of audit documentation found in the *Louisiana Governmental Audit Guide* when giving access to audit documentation to any parties other than those previously named individuals and organizations. Should we become aware of any illegal acts, we will make our engagement documentation available to the local district attorney and/or any other state or federal enforcement or regulatory agency without liability. Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding,

or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the [Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity]. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Subsequent to the issuance of the report, should it be necessary to revise and reissue the report, we will notify the Legislative Auditor immediately. We will distribute such revised and reissued report in the same manner and to the same individuals and organizations as the original report.

The local auditee will prepare and sign the local government compliance questionnaire (from the Louisiana Legislative Auditor's website); adopt it in an open meeting of the local auditee's board, and return it to us by March 15, 2021. We will test the local auditee's compliance with the applicable laws during the performance of our audit, and will report on any matters of noncompliance that are material to the financial statements.

The schedule of compensation, reimbursements, benefits, and other payments to the local auditee's agency head, political subdivision head, or chief executive officer required by Louisiana Revised Statute 24:513 A. (3) will be included in the report as supplementary information other than required supplementary information; or in the notes to the financial statements. If included as supplementary information, we will provide an opinion on the schedule in relation to the financial statements as a whole.

The schedule of per diem paid to the local auditee's board members required by House Concurrent Resolution No. 54 of the 1979 Legislative Session will be included in the report, if applicable.

We expect to begin our audit in preliminary planning in December 2021, with testing, fieldwork and related wrap-up beginning the first week of April 2022 and ending on April 30, 2022, expect to receive the draft Comprehensive Annual Financial Report from the City Finance Department no later than May 15, 2022 in order to issue our reports no later than June 30, 2022. Tom Simms is the engagement partner, and Josh Trahan is the on-site audit partner, and are responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. It is our understanding that you have assigned Ms. Leanis Steward and the City's Controller as your representatives during the engagement.

Our fees for all services are related to our standard hourly rates in effect at the time services are performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our fee for this engagement, which we estimate, will not exceed \$254,930 (see Appendix I) including out-of-pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. The fee estimate is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the fees will be in writing and signed by both our firm and the City.

Additional Work

The total all-inclusive maximum price shall not be exceeded without the prior written approval by the Internal Auditor of the work and the maximum amount of the increase. No additional work will be approved unless it was work that could not have been anticipated prior to the submission of the proposal. The request for approval of additional work shall be made in writing to the Internal Auditor before such work is done, and shall be accompanied by documentation explaining the necessity to exceed the original pricing in the engagement letter, and the maximum amount of the increase requested. Our estimate for additional work related to the preparation of the comprehensive annual financial report, which we estimate, is to be between \$20,000 and \$30,000 and is dependent on the work completed by City personnel.

If a multi-year engagement is entered into, all outstanding invoices for work performed during any prior engagement will be paid in full before work commences on the current engagement.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and the City Council of the City of Shreveport. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Approval

We appreciate the opportunity to be of service to the City of Shreveport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Shreveport.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

AGREEMENT FOR EXTERNAL AUDIT SERVICES

This agreement is entered into between Carr, Riggs, & Ingram LLC, herein represented by Tom Simms, Partner, duly authorized, hereinafter referred to as CRI, and City of Shreveport, herein represented by Adrian Perkins, Mayor and hereinafter referred to as City.

CRI and City hereby agree as follows:

1. a. CRI shall serve as certified public accountants for the purpose of auditing and reporting on the financial statements of the various funds of the City of Shreveport for the year ended December 31, 2021.
b. The services shall be provided in accordance with the Request for Proposals No. 19-829, "RFP", CRI's Proposal dated November 5, 2019, and the Engagement Letter. In the event of any conflict between those documents, they shall take precedence in the order stated above.
2. For the services provided herein, City shall pay a total fee of \$254,930, including out of pocket expenses, allocated as provided in the Engagement Letter.
3. The term of this Agreement shall be for a period of one year for the fiscal year ended December 31, 2021, with commencement of work and scheduling as provided in the contract documents referenced above. This shall be renewable for successive one year terms at the City Council's option in accordance with the RFP and Proposal.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Louisiana. The exclusive venue for all disputes hereunder shall be in the First Judicial District Court in Caddo Parish, Louisiana.

Thus done and signed on the dates written herein below.

Carr, Riggs & Ingram LLC

City of Shreveport


By: _____
Partner

By: Adrian Perkins
Mayor

Date: 10/5/2021

Date: _____

Appendix I

Fees for Services

Based upon our discussions with and representations of the City of Shreveport, our fees for the audit of the financial statements of the City for the year ended December 31, 2021, will be \$254,930. Our fees will be allocated to the various funds as follows:

• General Fund, including the General Fund, Enrichment Fund, Metropolitan Planning Commission, Riverfront Development, Police Grants, Downtown Entertainment Economic Development Fund, Redevelopment Fund, Environmental Grants, Fund, Debt Service Fund, Capital Projects Funds (Miscellaneous General Obligation Bonds, 2003A and 2011 GOB Funds, Miscellaneous Capital Projects), Employers Health Care Fund, Retained Risk Fund, Convention Center and Hotel, and Streets Fund.	\$97,675
• Community Development	36,931
• Work Force/Housing/Community Service	15,625
• Municipal and Regional Airports	26,988
• Shreveport Area Transit System (billed separately)	12,000
• Department of Water and Sewerage	34,091
• Shreveport Home Mortgage Authority (billed separately)	11,620
• Golf	2,000
• Employees' Retirement System	7,500
• Firemen's Pension and Relief Fund	3,500
• Policemen's Pension and Relief Fund	3,500
• Solid Waste Fund	3,500
Total	<u>\$254,930</u>

The fees above anticipate auditing four major programs as part of the Single Audit. To the extent that the number of major programs deviates from three programs, the audit fee will be increased or decreased accordingly in the amount of \$6,225 for each major program added or deleted.

Other Reports:

We will also issue a report on the Passenger Facility Charge Program as part of this engagement under a separate engagement letter.

We will issue bond covenant opinion letters on the following bond coverage issues concerning compliance with the bond resolutions and/or bond ordinances: Municipal and Regional Airports Revenue Bonds, Water and Sewerage Revenue Bonds, and Other Bond issues as required.

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u> A RESOLUTION WHEREBY THE MAYOR IS MAKING A RECOMMENDATION TO THE CITY COUNCIL FOR ITS APPROVAL REGARDING THE AMOUNT AND TYPE OF VARIOUS INSURANCE PREMIUMS AND TO AUTHORIZE THE MAYOR TO EXECUTE A PAYMENT TO THE AGENT OF RECORD FOR THE PURPOSE OF BINDING INSURANCE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u> January 19, 2022	<u>ORIGINATING DEPARTMENT</u> Risk Management <u>COUNCIL DISTRICT</u> City-wide <u>SPONSOR</u>
--	--	---

PURPOSE

To provide documentation to the City Council to execute a payment to the agent of record for the purpose of binding insurance for the City of Shreveport.

BACKGROUND INFORMATION**TIMETABLE**

Introduction: January 25, 2022
Final Passage: February 8, 2022

ATTACHMENTS

Exhibit A

SPECIAL PROCEDURAL REQUIREMENTS**FINANCES**

\$638,978.00

SOURCE OF FUNDS

Retained Risk Fund

ALTERNATIVES

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

RECOMMENDATION

It is recommended that the City Council adopt the resolution.

FACT SHEET PREPARED BY: Richard Hunter, Senior Risk Manager

RESOLUTION NO. _____ OF 2021

A RESOLUTION WHEREBY THE MAYOR IS MAKING A RECOMMENDATION TO THE CITY COUNCIL FOR ITS APPROVAL REGARDING THE AMOUNT AND TYPE OF VARIOUS INSURANCE PREMIUMS AND TO AUTHORIZE THE MAYOR TO EXECUTE A PAYMENT TO THE AGENT OF RECORD FOR THE PURPOSE OF BINDING INSURANCE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, [Section 10.02\(r\)](#) of the Shreveport City Charter reads in pertinent part as follows: "...the amount of various types of insurance on which the City pays the premiums in whole or in part shall be approved by the council after a recommendation by the Mayor"; and

WHEREAS, Ordinance No. 18 of 2019 amending Ordinance No. 94 of 2018, amended Section 4 in Ordinance No. 94 to reinstate the practice referenced in the City Charter requiring (1) the Mayor to make a recommendation to the City Council for approval regarding the amount of various types of insurance on which the City pays the premiums in whole or in part, and (2) to further require that the Mayor's recommendation include the procedure used and data analysis which supports the recommendation; and

WHEREAS, pursuant to Shreveport City Charter [Section 10.02\(r\)](#) and Ordinance No. 18 of 2019, the Mayor is making a recommendation to the City Council for its approval regarding the amount and type of all insurance premiums; and

WHEREAS, pursuant to Shreveport City Charter [Section 10.02\(r\)](#) and Ordinance No. 18 of 2019, the procedure used and data analysis which supports the recommendation is as follows: A list of the bound premiums were completed in Exhibit A which is to support recommendation.

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

The amount and type of renewed insurance is hereby approved and the Mayor is hereby authorized to execute reimbursement for premiums paid for the purpose of binding insurance coverage.

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.

BE IT FURTHER RESOLVED that this Resolution shall become effective in accordance with the provisions of [Shreveport City Charter Section 4.23](#).

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

INVOICE

3rd MILLENNIUM
New Orleans Offices
10001 Lake Forest Blvd., Suite 609
New Orleans, LA 70127
Phone: 504-2451400 Fax: 504-246-2870

Statement #: 12-14-21-03VJ
Date: 12/14/2021

Bill To:
City of Shreveport
Office of Risk Management
505 Travis St., Suite 680
Shreveport, La 71101

COVERAGE PERIOD	DESCRIPTION	POLICY NUMBER	TOTAL
01/01/2022 - 01/01/2023	Renewal of Excess Workers Compensation policy with Safety National Insurance Company	TBA	\$598,910.00
	Payment Terms: Upon Receipt	Premium + Fees and Taxes Brokerage Fees	\$ 598,910.00
		Grand Total	\$ 598,910.00

I certify that I understand all of the coverages, pricing, and fees contained in this document and agree to the terms specified herein.

If you have any questions regarding your policy, please refer them to your Service Representative,

Virgil Jonson

X _____

Signature

Make check payable to:

Remittance Address:

3rd Millennium Insurance & Financial Services, Inc.
10001 Lake Forest Blvd., Ste. 609
New Orleans, LA 70127

INVOICE

3rd MILLENNIUM
New Orleans Offices
10001 Lake Forest Blvd., Suite 609
New Orleans, LA 70127
Phone: 504-2451400 Fax: 504-246-2870

Statement #: 12-14-21-03VJ
Date: 12/14/2021

Bill To:
City of Shreveport
Office of Risk Management
505 Travis St., Suite 680
Shreveport, La 71101

COVERAGE PERIOD	DESCRIPTION	POLICY NUMBER	TOTAL
01/01/2022 - 01/01/2023	Renewal of Inland Marine Policy with Travelers	TBA	\$40,068.00
	Payment Terms: Due Upon Receipt	Premium + Fees and Taxes Brokerage Fees	\$ 40,068.00
		Grand Total	\$ 40,068.00

I certify that I understand all of the coverages, pricing, and fees contained in this document and agree to the terms specified herein.

If you have any questions regarding your policy, please refer them to your Service Representative,

Virgil Jonson

X _____

Signature

Make check payable to:

Remittance Address:

3rd Millennium Insurance & Financial Services, Inc.
10001 Lake Forest Blvd., Ste. 609
New Orleans, LA 70127

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION SUSPENDING THE EFFECTS OF CERTAIN PROVISIONS OF CHAPTER 10 AND ANY APPLICABLE PROVISIONS OF THE SHREVEPORT UNIFIED DEVELOPMENT CODE OF THE CITY OF SHREVEPORT, LOUISIANA, RELATIVE TO THE FESTIVITIES SURROUNDING THE OPENING OF THE LIGHTS ON THE TEXAS STREET BRIDGE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	February 3, 2022	SPAR
		<u>COUNCIL DISTRICT</u> CITYWIDE
		<u>SPONSOR</u> SPAR

PURPOSE

To suspend the effect of certain provisions of Chapter 10 and any applicable provisions of the Shreveport Unified Development Code of the Shreveport Code of Ordinances relative to the festivities surround the opening of the lights on the Texas Street Bridge.

BACKGROUND INFORMATION

The City of Shreveport, along with the City of Bossier City and the Shreveport Regional Arts Council have organized an event to commemorate the lighting of the Texas Street Bridge in the “Bakowski Bridge of Lights”. The event and activities will take place in downtown Shreveport at RiverView Park, the Shreveport Aquarium, along the Riverfront from Lake Street to Milam, portions of Festival Plaza, 700 Block of Clyde Fant, and RiverView Hall/Theater. The Event will take place on Tuesday, February 22, 2022 (2/22/22). Spectators and participants may engage in a number of activities including but not limited to outside dining and consumption of alcoholic beverages as they enjoy the festivities and move from activity to activity.

This resolution would suspend the effect of certain provisions of Chapter 10 and any applicable provisions of the Shreveport Unified Development Code of the Shreveport Code of Ordinances so as to permit spectators and participants of the lighting event and its activities to engage in outside dining and consumption of food and alcoholic beverages in designated areas.

TIMETABLE

Introduction and Final Passage- February 8, 2022

Special Procedural Requirements - None

Finances - None

ALTERNATIVES

1. Adopt the ordinance.
2. Amend the ordinance.
3. Deny the ordinance.

CONCLUSION

Alternative number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle, Director

RESOLUTION NO. 13 OF 2022

A RESOLUTION SUSPENDING THE EFFECTS OF CERTAIN PROVISIONS OF CHAPTER 10 AND ANY APPLICABLE PROVISIONS OF THE SHREVEPORT UNIFIED DEVELOPMENT CODE OF THE CITY OF SHREVEPORT, LOUISIANA, RELATIVE TO THE FESTIVITIES SURROUNDING THE OPENING OF THE LIGHTS ON THE TEXAS STREET BRIDGE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the City of Shreveport along with the City of Bossier City, and the Shreveport Region Arts Council have organized an Event to commemorate the opening of the “Bakowski Bridge of Lights” on the Texas Street Bridge with events and activities centered around the light shows on the Texas Bridge that will create an entertainment opportunity for citizens and visitors to the City of Shreveport; and

WHEREAS, certain sections of Chapter 10 and any applicable provisions of the Shreveport Unified Development Code of the Shreveport Code of Ordinances make it unlawful to consume or possess alcoholic beverages of high or low alcoholic content on certain public or private property within the city limits; and

WHEREAS, this resolution would suspend the effects of certain sections of Chapter 10 and any applicable provisions of the Shreveport Unified Development Code of the Shreveport Code of Ordinances to permit consumption and possession of alcoholic beverages on February 22, 2022 during the event and festivities surrounding the opening of the “Bakowski Bridge of Lights”, subject to certain conditions.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, legal and regular session convened that, except as otherwise provided herein, Section 10-190 and Section 10-192 of the Code of Ordinances and any applicable provisions of the Shreveport Unified Development Code of the Shreveport Code of Ordinances are suspended from 7:00am to 11:59pm on February 22, 2022 for the opening of the “Bakowski Bridge of Lights” to permit the consumption and possession of alcoholic beverages on public streets, parks, as designated on the site plan submitted to the Event Task Force and in which a permit has been issued by the City of Shreveport.

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

APPROVED AS TO LEGAL FORM:

City Attorney’s Office

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>Originating Department</u>
A RESOLUTION ENDORSING THE DEVELOPMENT OF A DOG PARK AT SOUTHERN HILLS PARK AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	January 31, 2022	SPAR

PURPOSE

This resolution will approve locating a dog park in Southern Hills Park.

BACKGROUND INFORMATION

The Dog Park Advisory Committee and the Southern Hills Business Association is recommending a dog park be located at Southern Hills Park. Chapter 62 of the City of Shreveport Code of Ordinances requires that the location of any dog park be subject to the approval of the City Council

TIMETABLE

Introduction/Final Passage- February 8, 2022

Special Procedural Requirements

None

DISCUSSION

None

ALTERNATIVES

1. Adopt the ordinance.
 2. Amend the ordinance.
 3. Deny the ordinance.
-

CONCLUSION

Alternative number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle, Director

RESOLUTION NO. 14 OF 2022

**A RESOLUTION ENDORSING THE DEVELOPMENT OF
A DOG PARK AT SOUTHERN HILLS PARK AND TO
OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, under the authority vested in them in Article II, Chapter 62, Section 62-67 the City Council of the City of Shreveport shall approval by resolution the location of any dog park; and

WHEREAS, the City Council and the Department of Public Assembly and Recreation of the City of Shreveport recognize residents desire a place to recreate with their dogs off-leash; and

WHEREAS, the success of Dog Parks require partnership with the community to protect and enhance the character of the neighborhood and to accommodate the changing needs with those communities; and

WHEREAS, the Southern Hills Business Association has requested to build and pay for a Dog Park at Southern Hills Park and has recommended the passage of this Resolution and is asking for the support of the City Council to build a Dog Park at Southern Hills Park.

NOW BE IT RESOLVED, by the City Council of the City of Shreveport in due, legal and regular session convened, that it hereby accepts the recommendation of the Southern Hills Business Association and endorses the development of a dog park at Southern Hills Park.

NOW BE IT RESOLVED, by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor is authorized to execute all documents related to the Dog Park at Southern Hills Park.

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 application 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.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO CONGRATULATE AND CELEBRATE ALPHA KAPPA ALPHA SORORITY, INCORPORATED, DELTA LAMBDA OMEGA CHAPTER FOR THEIR 75 YEARS OF DEDICATED SERVICE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

COUNCILMEMBERS: TABATHA TAYLOR AND JERRY BOWMAN, JR.

WHEREAS, the Delta Lambda Omega Chapter of Alpha Kappa Sorority, Incorporated was chartered February 3, 1947 by Mrs. Arnetta G. Wallace and will celebrate 75 years of dedicated service this year; and

WHEREAS, as the Chapter's membership continued to increase, its priorities and goals expanded, serving Caddo, Bossier and DeSoto parishes; and

WHEREAS, the first fundraiser of Delta Lambda Omega Chapter was a piano concert by Lois Towles held in the auditorium at Central Colored High School on November 18, 1947; and

WHEREAS, since 1949, Delta Lambda Omega has awarded scholarships annually, the James Sylvester Hall Senior Luncheon recognizes the top African American girls from local schools, and during this event, awards ten competitive scholarships to college bound senior girls; and

WHEREAS, the Delta Lambda Omega Chapter has enthusiastically implemented a variety of programs, events, and educational offerings to enhance the lives of community members. The Chapter is widely known for the Shoe Bank program, which provides shoes and socks for underprivileged school-aged students; and

WHEREAS, in 2018, the Chapter was acknowledged as one of the longest operational programs by the national organization, Reading is Fundamental (RIF) for sponsoring and implementing reading program and free book distributions for over 40 years; and

WHEREAS, as a part of the Women's Health Initiative, the Chapter partnered with LSU Health Shreveport to host the Feist-Weiller Mobile Mammography unit, which offered free mammograms on the parking lot of the Ivy Crown Building; and

WHEREAS, in support of the American Heart Association, the Chapter's 2020 Pink Goes Red activity featured heart healthy meals created by minority-owned small businesses and offered blood pressure checks and heart healthy exercises; and

WHEREAS, members of Delta Lambda Omega render service to a various community organizations including an Alzheimer's support group at Morning Star Missionary Baptist Church Life Center; donations of eyeglasses to Lions Club International; and multiple donations of shoes in support of the Soles4Souls. Financial donations have also been made to LSU Health Shreveport Office of Diversity Affairs, the American Cancer Society, the NW LA Sickle Cell Disease Association, the NAACP, the NW Food Bank and the Providence House (a family homeless shelter for women); and

WHEREAS, under the 2022 Presidency of Mrs. Charlene M. Voorhies, Delta Lambda Omega Chapter has a membership of 281. As a premier chapter they continue to offer educational programs, academic scholarships, and strive to make a positive change and support like-minded organizations.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, acting in due, regular, and legal session convened, that the City Council hereby congratulates and celebrates the Delta Lambda Omega Chapter of Alpha Kappa Sorority, Incorporated for their 75 years of dedicated service.

BE IT FURTHER RESOLVED that this resolution shall be executed in duplicate originals with one original presented to the Delta Lambda Omega Chapter of Alpha Kappa Sorority, Incorporated, and the other resolution filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

TITLE	DATE	ORIGINATING DEPT./DIV. COMMUNITY DEVELOPMENT SPONSOR OR COUNCIL MEMBER
AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	02/01/2022	

PURPOSE

To amend the 2022 Community Development Special Revenue Fund Budget to reflect City department appropriations.

All

BACKGROUND INFORMATION

This ordinance appropriates monies allocated to Community Development under the Department of Interior National Park Service for the completion of the Civil Rights Museum.

TIMETABLE

Introduction: **February 8, 2022**
Final Passage: **February 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES**SOURCE OF FUNDS**

| Department of Interior National Park Service

CONCLUSION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY:

Shelia R. Petterway

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, the City Council finds it necessary to amend the 2022 budget for the Community Development Special Revenue Fund, to adjust appropriations, reflect current revenue estimates and for other purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance Number 157 of 2021, the 2022 budget for the Community Development Special Revenue Fund, is hereby amended as follows:

In Section 1. (Estimated Receipts):

<u>Fiscal Year 2021 Funds:</u>	
Establish- Dept of Interior National Parks Svc	978,600.00
Grand Total	\$ 978,600.00

In Section 2. (Appropriations):

<u>Fiscal Year 2021 Funds:</u>	
Establish- Dept of Interior National Parks Svc	
Housing & Business Dev Admin – DINP18	\$ 978,600.00
Grand Total	\$ 978,600.00

Adjust totals and subtotals accordingly.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	2/1/22	AIRPORTS SPONSOR OR COUNCIL MEMBER

PURPOSE

An Ordinance amending the 2022 Airport Capital Improvements Fund Budget and to otherwise provide with respect thereto

This Ordinance or Resolution will have direct impact on Council District: **None**

BACKGROUND INFORMATION

An Ordinance amending the 2022 Airport Capital Improvements Fund Budget for the following projects at the Shreveport Regional and Downtown Airports:

I. Establish a project entitled **Terminal Program (Implementation/Environmental Regional Airport)** Appropriating \$1,000,000.00. Funding source is 100% from the Airport Operating Reserves. PROJECT SCOPE: Facilitate planning and environmental requirements for the terminal and concourse redevelopment.

II. Establish a project entitled **Pavement Management Program Regional Airport.** Appropriating \$275,000.00. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division. PROJECT SCOPE: Establish a management program for airfield pavement inspections pursuant to FAA A/C 150/380-7B.

III. Provide additional funding for a project entitled **Fillets Construction & Improvements Regional Airport Regional Airport (H21002).** This project was established by Ordinance No. 136 of 2020. This amendment appropriates an additional \$200,000.00 due to added design requirements. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

IV. Provide additional funding for a project entitled **Security Fencing Upgrade-Downtown Airport (H17008).** This project was established by Ordinance No. 100 of 2016. This amendment appropriates an additional \$30,000.00 to support Phase 2 of this project. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

V. Provide additional funding for a project entitled **Downtown Airport Action Plan Update (H20007).** This project was established by Ordinance No. 140 of 2019. This amendment appropriates an additional \$50,000.00 for added planning and mapping requirements. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division.

TIMETABLE

Introduction: **February 8, 2022**

Final Passage: **February 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES**SOURCE OF FUNDS**

Terminal Program (Implementation/Environmental)
SHV \$1,000,000.00

Pavement Management Program SHV \$275,000.00

Fillets Construction & Improvements SHV
(H21002) \$200,000.00

Security Fencing Upgrade DTN (H17008)
\$30,000.00

Action Plan Update DTN (H20007) \$50,000.00

FEDERAL AVIATION ADMINISTRATION,
LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT
AND AIRPORT OPERATING RESERVES

CONCLUSION

The Shreveport Airport Authority recommends approval of this ordinance.

FACT SHEET PREPARED BY: Nelda Garza, Confidential Secretary

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, the City Council finds it necessary to amend the 2022 Airport Capital Improvement Projects Fund budget to shift 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. 152 of 2021, the 2022 Airport Enterprise Fund, be amended and re-enacted as follows:

In Program H (Airports Projects):

Establish a project entitled **Terminal Program (Implementation/Environmental Regional Airport** appropriating \$1,000,000.00. Funding source is 100% from the Airport Operating Reserves.

Establish a project entitled **Pavement Management Program Regional Airport** appropriating \$275,000.00. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division.

Increase the appropriation for **Fillets Construction & Improvements Regional Airport Regional Airport (H21002)** by \$200,000.00. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

Increase the appropriation for **Security Fencing Upgrade-Downtown Airport (H17008)** by \$30,000.00. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

Increase the appropriation for **Downtown Airport Action Plan Update (H20007)** by \$50,000.00. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 152 of 2021, as amended, shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED that if any provisions or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application 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 hereby are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT ENTERPRISE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	2/8/2022	AIRPORTS
		SPONSOR
		SAME

PURPOSE

An Ordinance amending the 2022 Enterprise Fund Budget and to otherwise provide with respect thereto. This Ordinance or Resolution will have direct impact on Council District: **None**

BACKGROUND INFORMATION

The Operating Reserves portion of the Airport Enterprise Fund budget is comprised of several reserved or restricted accounts. The Shreveport Airport Authority requests approval to amend the 2022 Airport Enterprise Fund Budget in order to reallocate funds needed for the following project at the Shreveport Regional Airport:

1. Establish a project entitled **Terminal Program (Implementation/Environmental Regional Airport** Appropriating \$1,000,000.00. Funding source is 100% from the Airport Operating Reserves. PROJECT SCOPE: Facilitate planning and environmental requirements for the terminal and concourse redevelopment.

TIMETABLE

Introduction: **February 8, 2022**
 Final Passage: **February 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES**SOURCE OF FUNDS**

Terminal Program (Implementation/Environmental Regional Airport \$1,000,000.00	AIRPORT OPERATING RESERVES
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CONCLUSION

The Shreveport Airport Authority recommends approval of this ordinance.

FACT SHEET PREPARED BY: Nelda Garza, Confidential Secretary

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 AIRPORT ENTERPRISE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, the City Council provides for the amendment of any previously adopted budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 221 of 2021, the 2022 Enterprise Fund Budget, be amended and re-enacted as follows:

Section 2 – (Appropriations)

Decrease Operating Reserve by \$1,000,000.00

Increase Transfer to Capital: \$1,000,000.00

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 221 of 2021, as amended, shall remain unchanged and in full force and effect.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> An ordinance amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	<u>DATE</u> January 31, 2022	<u>ORIGINATING DEPARTMENT</u> Public Works <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u> Public Works/Engineering
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PURPOSE
To increase funds to the City of Shreveport’s Capital Improvements Program C, establishing a project titled 2022 Roadway and Drainage Capital Improvements.

BACKGROUND INFORMATION
The City of Shreveport has sufficient funding in the Street Special Revenue Fund to proceed with capital improvement projects along with other operational activities. Therefore, a design engineer needs to be hired to put together contract documents for roadway projects. This ordinance will fund the services of the design engineer and associated professional services. Once a project has been identified and a budget is established, a separate budget amendment will be proposed to fund the construction. When applicable, City staff and the design engineer will use the recently collected Pavement Condition Index (PCI) to prioritize work locations. Additionally, the federal infrastructure bill has many upcoming funding opportunities for infrastructure projects. The City needs to have a design professional in place in order to meet deadlines for application submittals and develop “shovel ready” projects.

<u>TIMETABLE</u> Introduction: February 8, 2022 Final Passage: February 22, 2022	<u>ATTACHMENT(S)</u> N/A
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SPECIAL PROCEDURAL REQUIREMENTS
None

<u>FINANCE</u> S Budget Amendment: \$1,000,000.00 INCREASE to New Project Program C.	<u>SOURCE OF FUNDS</u> Streets Special revenue Fund
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ALTERNATIVES
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION
The Department of Public Works recommends adoption of this Ordinance.

<u>FACT SHEET PREPARED BY:</u> Stephen Terese, Public Works Engineering

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE AMENDING THE CITY OF SHREVEPORT,
LOUISIANA, 2022 CAPITAL PROJECTS FUND BUDGET,
APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND
TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

WHEREAS, the City Council provides for the amendment of any previously adopted budget, and

WHEREAS, the City Council finds it necessary to amend the 2022 Capital Projects Fund Budget to adjust appropriations and for other purposes.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Shreveport, in due, regular and legal session convened, that Ordinance No. 152 of 2021, the 2022 Capital Projects Fund Budget, be further amended and re-enacted as follows:

In Program C (Street Improvements):

Establish increase transfer to Capital Program C (Street Improvements), 2022 Roadway and Drainage Capital Improvements by \$1,000,000.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 152 of 2021, as amended, shall remain in full force and effect.

BE IT FURTHER ORDAINED that is any provisions 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.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
An ordinance amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	January 11, 2022	Department of Public Works, Engineering Division
		<u>CITY COUNCIL DISTRICT</u>
		All
		<u>SPONSOR</u>

PURPOSE

To fund professional services for roadway and drainage projects.

BACKGROUND INFORMATION

Ordinance 170 of 2021 adopted the 2022 Streets Special Revenue Fund Budget.

The City of Shreveport has sufficient funding in the Street Special Revenue Fund to proceed with capital improvement projects along with other operational activities. Therefore, a design engineer needs to be hired to put together contract documents for roadway projects. This ordinance will fund the services of the design engineer and associated professional services. Once a project has been identified and a budget is established, a separate budget amendment will be proposed to fund the construction. When applicable, City staff and the design engineer will use the recently collected Pavement Condition Index (PCI) to prioritize work locations. Additionally, the federal infrastructure bill has many upcoming funding opportunities for infrastructure projects. The City needs to have a design professional in place in order to meet deadlines for application submittals and develop “shovel ready” projects.

TIMETABLE

Introduction: February 8, 2022
Final Passage: February 22, 2022

ATTACHMENTS

NA

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

Decrease Operating Reserves by \$1,000,000.00.
Establish increase transfer to capital by \$1,000,000.00 (Program C)

SOURCE OF FUNDS

Streets Special Revenue Fund

ALTERNATIVES

(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION

It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY:

Stephen Terese
Department of Public Works
Engineering

ORDINANCE NO. _____ OF _____ 2022

AN ORDINANCE AMENDING THE CITY OF SHREVEPORT, LOUISIANA 2022 STREETS SPECIAL REVENUE FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City Council provides for the amendment of any previously adopted budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Ordinance No. 170 of 2021, the 2022 Streets Special Revenue Fund Budget, is hereby amended as follows:

In Section 2 (Appropriations)

Decrease Operating Reserves by \$1,000,000.00.

Establish increase transfer to capital (Program C) by \$1,000,000.00

BE IT FURTHER ORDAINED that the remainder of Ordinance 170 of 2021, 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 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.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET	CITY OF SHREVEPORT	
TITLE AN ORDINANCE CLOSING AND ABANDONING A SIDEWALK DEDICATION IN THE CORA SNOWDEN SUBDIVISION, IN SECTION 21 (T17N-R14W), AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:	DATE 1/25/22	ORIGINATING DEPT./DIV. OFFICE OF THE CITY ENGINEER PROPERTY MANAGEMENT SECTION SPONSOR OR COUNCIL MEMBER PROPERTY MANAGEMENT SECTION

PURPOSE

This ordinance is needed to officially close and abandon a 10’ wide sidewalk dedication in the Cora Snowden Subdivision.

This proposed ordinance will have direct impact on Council District F.

BACKGROUND INFORMATION

The Office of the City Engineer has received a request from Ms. Angela Parks and Mr. Raymond E. Lynch to close and abandon a 10’ wide sidewalk dedication from Adrian Street to Pixley Drive (Snowden Drive). They are the owners of all the adjacent property. On April 14, 1954, the Cora Snowden Subdivision was filed and recorded under Instrument No. 69611 in the Conveyance Records of Caddo Parish, Louisiana. This subdivision dedicated to the public the 10’ wide sidewalk area which they are requesting to be closed and abandoned. Ms. Parks owns property on both sides of this dedication and is wanting to combine her properties. The Metropolitan Planning Commission approved this closure on November 3, 2021.

TIMETABLE

It is requested that the City Council consider this ordinance at its February 22, 2022 meeting.

Introduction: February 8, 2022
Final Passage: February 22, 2022

SPECIAL PROCEDURE REQUIREMENTS

FINANCES	SOURCE OF FUNDS
Cost for this project: N/A Cost of this parcel: N/A	Capital Budget (N/A)

CONCLUSION

The Office of the City Engineer endorses this ordinance.

FACT SHEET AND ORDINANCE PREPARED BY: William M. Talton, Property Management

ORDINANCE NO. OF 2022

**AN ORDINANCE CLOSING AND ABANDONING A SIDEWALK DEDICATION
IN THE CORA SNOWDEN SUBDIVISION, IN SECTION 21 (T17N-R14W), AND TO
OTHERWISE PROVIDE WITH RESPECT THERETO:**

BY COUNCIL PERSON:

WHEREAS, on April 14, 1954, the Cora Snowden Subdivision was filed and recorded under Instrument No. 69611 of the Conveyance Records of Caddo Parish, Louisiana; and

WHEREAS, on this plat a 10' wide strip of land was dedicated as a public "cross walk" between Adrian Street and Pixley Street (Snowden Street) to facilitate pedestrian access the local school; and

WHEREAS, the City of Shreveport has received a request from Ms. Angela Parks and Mr. Raymond Lynch, the adjacent property owners, to close and abandon the cross walk dedication between Lots 168, 169, 184, and 185, since the area is no longer being used; and

WHEREAS, the Metropolitan Planning Commission approved this closure and abandonment at their meeting on November 3, 2021; and

WHEREAS, the proposed closure and abandonment meets the requirements and approval of the City Engineer's Office; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Shreveport, in due, regular and legal session convened, that the 10.0-wide “cross walk” dedication between Lots 168, 169, 184, & 185 in the Cora Snowden Subdivision, as shown and indicated on the plat attached hereto and made a part hereof, is officially closed and abandoned.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance shall be filed and recorded in the official records of Caddo Parish, Louisiana.

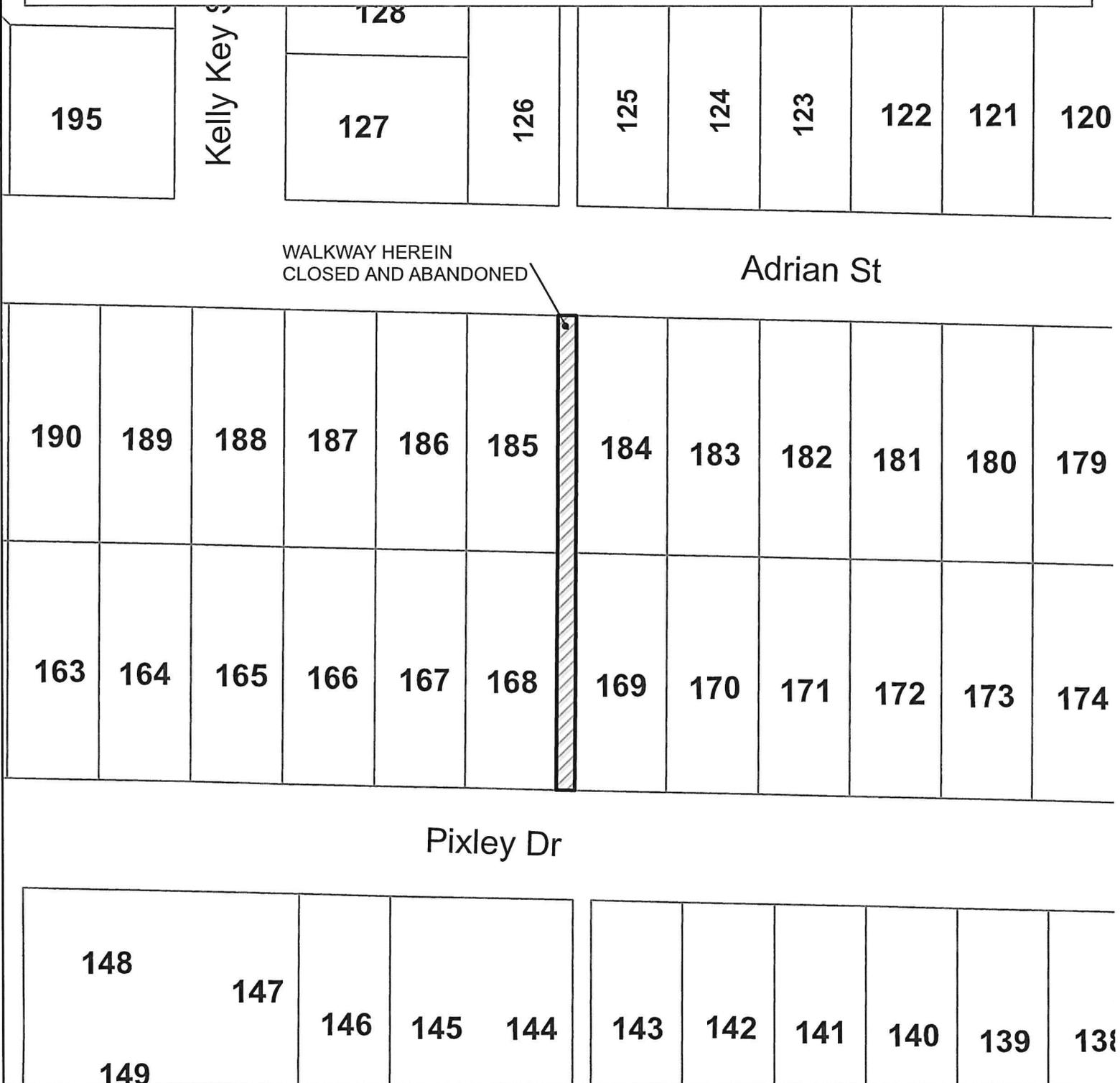
BE IT FURTHER ORDAINED, that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications which can be given effect without the invalid provisions, items or applications, and to this end, the provisions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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

PLAT SHOWING CLOSURE AND ABANDONMENT OF THE DEDICATED WALKWAY,
 LOCATED IN THE CORA SNOWDEN SUBDIVISION, CITY OF SHREVEPORT, SECTION
 21 (T17N-R14W), CADDO PARISH, LOUISIANA.



APPROVED:

 METROPOLITAN PLANNING COMMISSION

 PROPERTY MANAGEMENT SECTION

WALKWAY DEDICATED IN
 CORA SNOWDEN SUBDIVISION,
 RECORDED APRIL 14, 1954
 IN BOOK 650, PAGE 567



SCALE: 1" = 75'
 SEPTEMBER, 2021

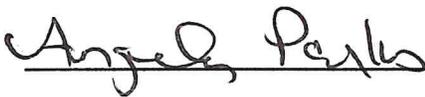
September 16, 2021

To: The City Of Shreveport

I Angela Parks mailing address 3941 Adrian Street. I'm the owner of lots 3942 Pixley Drive, Lot 168, Cora Snowden Sub, 171421-22-168, Lot 184, 171421-22-184, Lot 185, 171421-22-185. I am asking the city to abandon the alley/trail that's running down my property line due to the public walking through, violence, trash, and drug activity.

I Raymond Lynch mailing address 3299 Mount Bethel Rd. Keithville, La. 71047. I'm the owner of 3938 Pixley Drive, Shreveport, La. 71109 Lot#169 Cora Snowden SUB. 171421-22-169, . I am asking the city to abandon the alley/trail that's running down my property line due to the public walking through, violence, trash, and drug activity.

Angela Parks

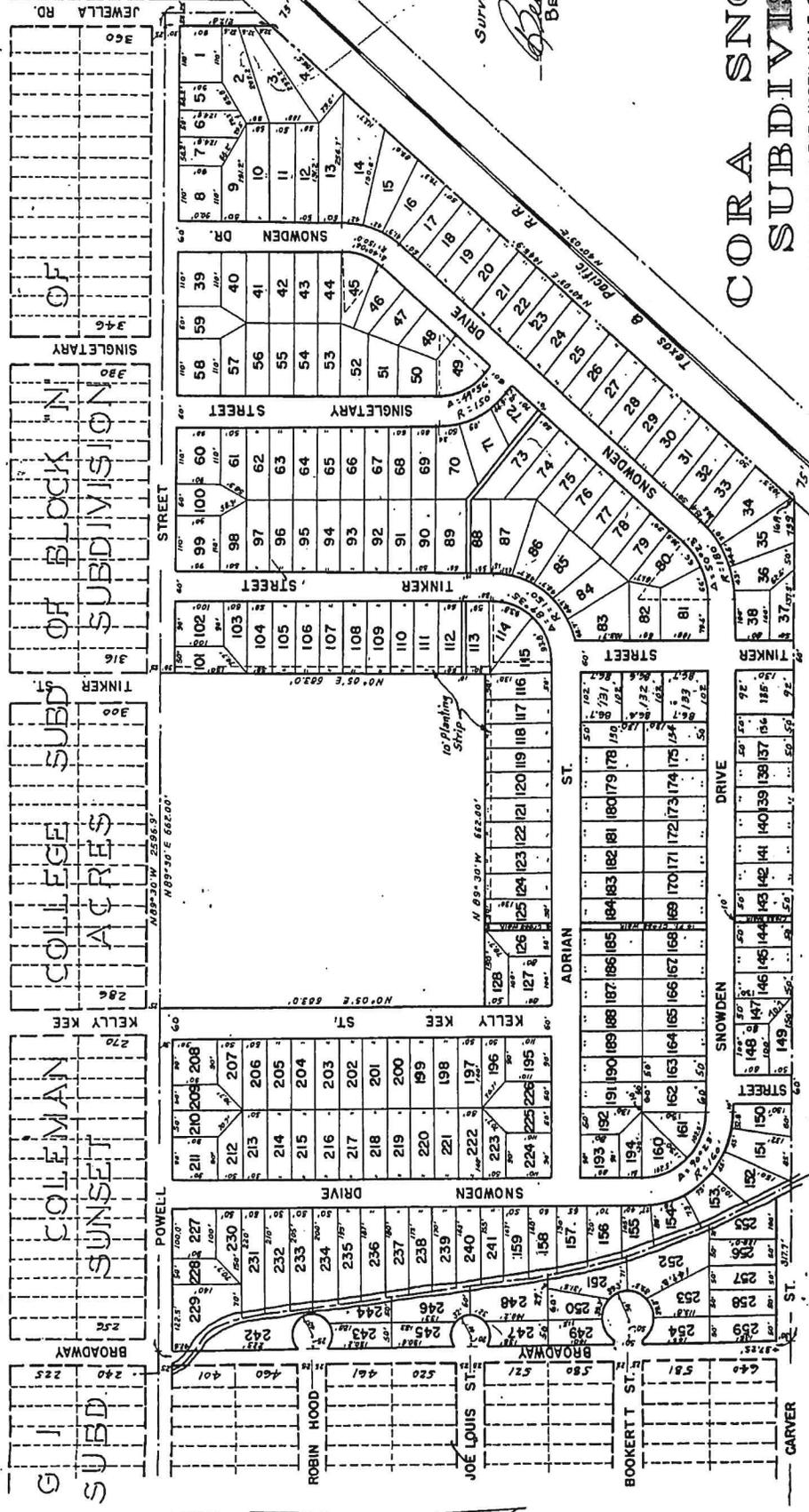
 _____

Raymond Lynch

 _____


WARREN E. BRYANT
NOTARY PUBLIC ID# 1712
OF CADDO
MY COMMISSION IS FOR LIFE
3730 CLEVELAND AVE.
SHREVEPORT, LA 71109

COLEMAN ANNEX
COLLEGE ANNEX



FILED & RECORDED
CADD PARISH LA.
DEPUTY CLERK & RECORDER
Ben E. Ramsey - Reg. Prof.
Surveyed Dec. 1933 by
Ben E. Ramsey

CORA SNOWDEN SUBDIVISION

A SUBDIVISION IN THE NORTH HALF OF THE SOUTH HALF
OF THE NE QUARTER OF SECTION 21, T17N, R14W, CADD
PARISH, LOUISIANA.
Scale 1" = 200'

We the Undersigned owners do hereby Dedicate for Public Use
the Streets as Shown hereon and a 5' Easement across the
rear of all Lots is hereby Granted.
W. Carthage - Edward Samby - Frank Snowden -
Estella S. Cheatham - A. R. Snowden - Lillian S. Collins
Theresa S. Collins - Emma X Banks

Approved as to Streets & Lot Layout

Joel A. Taylor
City Planning Commission
Lee Abramson
Parish Engineer

Approved as to Street Names.

Arthur L. Layton
acting Postmaster
By: G. E. Teardick

60-567

STAFF REPORT – CITY OF SHREVEPORT

NOVEMBER 3, 2021

AGENDA ITEM NUMBER: 6
MPC Staff Member: Emily Trant
City Council District: F/James Green
Parish Commission District: 7/Gage-Watts

CASE NUMBER 21-3-CAC: CLOSURE & ABANDONMENT
APPLICANT: CITY OF SHREVEPORT ENGINEERING
OWNER: City of Shreveport
LOCATION: Unnamed Dedication (between Adrian St. and Pixley Dr., approx. 506' west of Rufus Drive.)
EXISTING ZONING: N/A
REQUEST: Closure and abandonment
PROPOSED USE: Single Family Residential

DESCRIPTION: The applicant is requesting the closure and abandonment of an unnamed and undeveloped public dedication that is approximately 260-foot-long and 10' wide. The dedication is located in the Cora Snowden Subdivision, between lots 168, 169, 184 and 185. The application was submitted by the City of Shreveport Office of Property Management per the request of the property owner who owns three of the four lots that abut the dedication.

The dedication is surrounded by the R-1-5, Single Family Residential.

There are no nearby relevant cases.

Nearby neighborhoods include: Airport, Cargill Park, Garden Valley, Mooretown, Sunset Acres, Werner Park.

REMARKS: The property owner has requested the closure and abandonment to better secure her properties. Upon visiting the site, MPC staff concluded that the unnamed dedication is undeveloped, and the closure and abandonment of this dedication will not deny access to any property owners in the vicinity or disrupt the flow of traffic.

The City of Shreveport Department of Engineering expressed no objection to this request.

STAFF ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that: Closure and abandonment of the subject portion of the unnamed dedication is warranted.

Alternatively, based on the information provided at the public hearing, the Board may recommend denial of this closure and abandonment.



505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT: There was no opposition present.

**MPC BOARD
RECOMMENDATION:** The Board voted 7-0 to approve this application.

TITLE	DATE	ORIGINATING DEPT./DIV. SPONSOR OR COUNCIL MEMBER
<p>A series Ordinance pursuant to the General Bond Ordinance, as defined herein, authorizing the issuance of taxable Water and Sewer revenue refunding bonds, series 2022 in a total principal amount not to exceed one hundred ninety million dollars (\$190,000,000) of the City of Shreveport, State of Louisiana; establishing certain details of such bonds as required by the General Bond Ordinance; approving and confirming the sale of such bonds; pledging the net revenues to secure such bonds; prescribing the form, certain terms and conditions of said bonds; authorizing the use of a preliminary official statement and the preparation and distribution of an official statement; authorizing the purchase of and subscription for certain escrowed securities; authorizing escrow verification and engagement of escrow agents; and authorizing execution and delivery of a paying agent/registrar agreement; and providing for other matters in connection therewith.</p>	<p>2/3/22</p>	<p>Finance/Administration</p>

PURPOSE

To explore opportunities that will result in savings to the city and/or the Citizens through current or advanced refunding or any Water and Sewer revenue bonds or refunding bonds of the City

This Ordinance or Resolution will have direct impact on Council District: **All**

BACKGROUND INFORMATION

Due to the market of low interest rates, the City is seeking debt service savings in connection with series 2014B, series 2014C and series 2015 Water & Sewer bonds relative to the City of Shreveport.

TIMETABLE

Introduction: **February 8, 2022**
 Final Passage: **February 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES

SOURCE OF FUNDS

CONCLUSION

FACT SHEET PREPARED BY: Kasey Brown, Interim CFO

CITY OF SHREVEPORT, STATE OF LOUISIANA

First Reading: _____, 2022

Second Reading & Adoption: _____, 2022

ORDINANCE NO. __ of 2022

**SERIES ORDINANCE NO. __ UNDER
GENERAL BOND ORDINANCE**

A SERIES ORDINANCE PURSUANT TO THE GENERAL BOND ORDINANCE, AS DEFINED HEREIN, AUTHORIZING THE ISSUANCE OF TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022 IN A TOTAL PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED NINETY MILLION DOLLARS (\$190,000,000) OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; ESTABLISHING CERTAIN DETAILS OF SUCH BONDS AS REQUIRED BY THE GENERAL BOND ORDINANCE; APPROVING AND CONFIRMING THE SALE OF SUCH BONDS; PLEDGING THE NET REVENUES TO SECURE SUCH BONDS; PRESCRIBING THE FORM, CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT AND THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE PURCHASE OF AND SUBSCRIPTION FOR CERTAIN ESCROWED SECURITIES; AUTHORIZING ESCROW VERIFICATION AND ENGAGEMENT OF ESCROW AGENTS; AND AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

BY: COUNCILMEMBER _____.

WHEREAS, the City of Shreveport, State of Louisiana (the “City” or “Issuer”) now owns and operates a combined drinking water treatment and distribution system and wastewater collection, treatment, and disposal system as a combined revenue-producing work of public improvement (the “System”); and

WHEREAS, the City Council of the City, acting as the governing authority (the “Governing Authority”) of the City adopted Ordinance No. 95 of 2016 on October 11, 2016, as amended by Ordinance No. 4 of 2017 adopted on January 24, 2017 and as heretofore amended (collectively, the “General Bond Ordinance”), authorizing the issuance from time to time of Water and Sewer Revenue Refunding Bonds of the Issuer and the pledge of revenues derived from the operation of the System, subject only to the payment of the reasonable and necessary expenses of operating and maintaining the System (as such term is defined in the General Bond Ordinance, the “Net Revenues”) under the terms and conditions set forth in the General Bond Ordinance (unless otherwise defined herein, capitalized words and terms used herein shall have the meanings given to them in the General Bond Ordinance); and

WHEREAS, the Issuer currently has outstanding the following series of Senior Lien Bonds outstanding under the terms of the General Bond Ordinance (such bonds, referred to herein as “**Outstanding Senior Lien Bonds**”):

(i) Taxable Water and Sewer Revenue Bonds, Series 2009A, currently outstanding in the principal amount of \$509,000;

(ii) Water and Sewer Revenue Bonds, Taxable Series 2009B, currently outstanding in the principal amount of \$4,478,302;

(iii) Taxable Utility Revenue Bonds, Series 2010D, currently outstanding in the principal amount of \$6,008,000;

(iv) Taxable Utility Revenue Bonds (LDEQ Series Project) Series 2013, currently outstanding in the principal amount of \$3,357,000;

(v) Water and Sewer Refunding Bonds, Series 2014A, currently outstanding in the principal amount of \$28,765,000;

(vi) Water and Sewer Revenue Bonds, Series 2014B, currently outstanding in the principal amount of \$67,045,000 (the “**Series 2014B Bonds**”);

(vii) Water and Sewer Revenue Bonds, Series 2014C, currently outstanding in the principal amount of \$7,955,000 (the “**Series 2014C Bonds**”);

(viii) Water and Sewer Revenue and Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$116,980,000 (the “**Series 2015 Bonds**”);

(ix) Taxable Water and Sewer Revenue Bonds, Series 2016A, currently outstanding in the principal amount of \$16,297,000;

(x) Water and Sewer Revenue Bonds, Series 2016B, currently outstanding in the principal amount of \$100,000,000;

(xi) Water and Sewer Revenue Bonds, Series 2017A, currently outstanding in the principal amount of \$54,475,000;

(xii) Water and Sewer Revenue Bonds, Series 2017C, currently outstanding in the principal amount of \$34,510,000;

(xiii) Taxable Water and Sewer Revenue Bonds, Series 2018A, currently outstanding in the principal amount of \$18,166,000;

(xiv) Water and Sewer Revenue Bonds, Series 2020A currently outstanding in the principal amount of \$12,620,000; and

(xv) Water and Sewer Revenue Bonds, Series 2020B, currently outstanding in the principal amount of \$9,415,000.

WHEREAS, the Issuer currently has outstanding the following series of Junior Lien Bonds outstanding under the terms of the General Bond Ordinance (such bonds, referred to herein as “**Outstanding Junior Lien Bonds**” and together with the Outstanding Senior Lien Bonds, the “**Outstanding Prior Lien Bonds**”):

(i) Taxable Utility Revenue Bonds, Series 2013, currently outstanding in the principal amount of \$368,400;

(ii) Taxable Water and Sewer Revenue Bonds, Junior Lien Series 2016C, currently outstanding in the principal amount of \$2,560,000;

(iii) Water and Sewer Revenue Bonds, Junior Lien Series 2017B, currently outstanding in the principal amount of \$35,140,000;

(iv) Water and Sewer Revenue Bonds, Junior Lien Series 2018C, currently outstanding in the principal amount of \$99,325,000;

(v) Water and Sewer Revenue Bonds, Series 2019B, currently outstanding in the principal amount of \$100,000,000; and

(vi) Taxable Water & Sewer Revenue Refunding Bonds, Series 2020C, currently outstanding in the principal amount of \$5,415,000.

WHEREAS, pursuant to and under the authority of Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the “**Refunding Act**”), and other constitutional and statutory authority and the General Bond Ordinance, it is the desire of this Governing Authority to provide for the issuance of Taxable Water and Sewer Revenue Refunding Bonds, Series 2022, as Senior Lien Bonds in a total principal amount not to exceed One Hundred Ninety Million Dollars (\$190,000,000) (the “**Bonds**”); and

WHEREAS, the Bonds are being issued by the Issuer, for the purposes of (i) refunding certain maturities of the Series 2014B Bonds, the Series 2014C Bonds, and/or the Series 2015 Bonds (collectively, the “**Refunded Bonds**”), (ii) funding a debt service reserve fund via purchasing a reserve fund surety, if necessary and (iii) paying the costs of issuance of the Bonds, including, if applicable, the premium for the municipal bond insurance policy, if necessary, for the Bonds (collectively, the “**Refunding**”); and

WHEREAS, the Outstanding Senior Lien Bonds are payable from a pledge and dedication of the Net Revenues which the Issuer has in sufficient quantity to pay the Bonds proposed to be issued by this Series 2022 Supplemental Ordinance (as defined herein), in accordance with their proposed terms and conditions as well as pay all other outstanding obligations which are secured by a pledge of the Net Revenues, in accordance with their respective terms and conditions;

WHEREAS, the Issuer desires to adopt this Series Ordinance (the “**Series 2022 Supplemental Ordinance**” and together with the General Bond Ordinance, the “**Bond Ordinance**”), to establish the details with respect to the issuance, sale and delivery of the aforesaid series of Bonds in accordance with Section 2.05 of the General Bond Ordinance, to authorize the issuance of the Bonds and to approve certain the taking of certain actions and to authorize and direct the execution and delivery of certain documents relating to the authorization and issuance thereof, in the manner provided by the Bond Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the Issuer, that:

SECTION 1. Definitions. In addition to capitalized words and terms elsewhere defined herein and in the General Bond Ordinance, the following words and terms shall have the following meaning as used in this Series 2022 Supplemental Ordinance, unless some other meaning is plainly intended:

“**Bonds**” shall mean the Taxable Water and Sewer Revenue Refunding Bonds, Series 2022, authorized to be issued as Senior Lien Bonds by this Series Ordinance and particularly by Section 2 hereof, in substantially the form attached hereto as **Exhibit A**.

“**Bond Counsel**” shall mean, Washington & Wells, LLC, Shreveport, Louisiana.

“**Bond Purchase Agreement**” shall mean, the Bond Purchase Agreement between the Issuer and the Underwriters providing for the sale of the Bonds, in substantially the form attached hereto as **Exhibit B** which shall include the Mayor’s approval of final maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein.

“**Co-Underwriter’s Counsel**” shall mean Joshua K. Williams, Attorney at Law LLC, Shreveport, Louisiana and Kutak Rock, LLP, Philadelphia, Pennsylvania.

“**Escrow Agent**” shall mean, initially, Regions Bank, an Alabama state trust company having a corporate office in Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to this Series 2022 Supplemental Ordinance.

“**Escrow Agreement**” shall mean the Escrow Deposit Agreements dated as of the date of delivery of the Bonds, between the Issuer and the Escrow Agent, substantially in the form attached hereto as **Exhibit C**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

“**Paying Agent**” shall mean Regions Bank, an Alabama state banking corporation having a corporate office located in Baton Rouge, Louisiana, and its successors in that capacity.

“**Purchasers**” or “**Underwriters**” shall mean collectively, Crews & Associates, Inc., Rice Financial Products Company and Frazer Lanier.

SECTION 2. Authorization of the Bonds; Authority and Direction to Execute and Deliver Transaction Documents. In compliance with and under the authority of Refunding Act, as well as Section 1.05 of the General Bond Ordinance, the details of the Bonds shall be as follows:

- (a) (i) Senior Lien Bonds. There is hereby authorized the incurring of an indebtedness for, on behalf of and in the name of the Issuer, and to represent the indebtedness, this Governing Authority does hereby authorize the issuance of Senior Lien Bonds to be designated “Taxable Water and Sewer Revenue Refunding Bonds, Series 2022, of the City of Shreveport, State of Louisiana” (the “**Bonds**”). The Bonds shall be dated the date of delivery thereof.
- (ii) The stated principal amounts of the Bonds shall be determined and approved by the Mayor in the Bond Purchase Agreement with the advice of the Issuer's Municipal Advisor, provided that the combined stated principal amount of the Bonds shall not exceed One Hundred Ninety Million Dollars (\$190,000,000).
- (iii) The Refunded Bonds shall be determined and approved by the Mayor in the Bond Purchase Agreement with the advice of the Issuer’s Municipal Advisor.
- (b) The Bonds shall be Fixed Rate Bonds and shall bear interest at fixed rates not to exceed five percent (5%) per annum as shall be approved by the Mayor in the Bond Purchase Agreement with the advice of the Issuer’s Municipal Advisor, payable semi-annually on June 1 and December 1 of each year, commencing as set forth in the Bond Purchase Agreement.
- (c) The Bonds shall mature on December 1 as set forth in the Bond Purchase Agreement (but not later than December 1, 2040), in such amounts as shall be approved by the Mayor in the Bond Purchase Agreement.
- (d) The principal and interest of the Bonds shall be payable in the manner set forth in Section 3.08 of the General Bond Ordinance; interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date.
- (e) The Bonds shall be subject to optional and mandatory sinking fund redemptions in such manner and upon the terms as may be approved by the Mayor in the Bond Purchase Agreement with the advice of the City’s Municipal Advisor.
- (f) The Bonds shall be in substantially the forms attached to this Series 2022 Supplemental Ordinance as Exhibit A, with such necessary changes as may be approved by the Mayor upon the advice of the City Attorney and Bond Counsel.

The Bonds in each series shall be numbered from 2022AR-1, upwards; the Bonds shall be initially registered to the Depository Trust Company or its nominee in accordance with Section 3.09 of the General Bond Ordinance, and the provisions of Section 3.09 of the General Bond Ordinance shall be applicable to the Bonds.

- (g)
 - (i) The initial Paying Agent for the Bonds shall be Regions Bank, in the City of Baton Rouge, Louisiana;
 - (ii) Verification Agent for the Refunding shall be Robert Thomas CPA, LLC in the City of Overland Park, Kansas; and
- (h) Pursuant to La. R.S. 39:1426(B), the Issuer has determined to sell the Bonds at a private sale without the necessity of publishing any notice of sale. The sale of the Bonds to the Purchasers at a price of not less than 97% of par, plus accrued interest is hereby confirmed. The terms and conditions of said sale, within the parameters set forth in this Section, are hereby approved and the Mayor is authorized, empowered and directed to enter into the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit B**, with such necessary changes as may be approved by the Mayor upon the advice of the City Attorney and Bond Counsel, and to approve the final purchase price, maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein. The Bonds shall be delivered to or upon the direction of the Purchasers or its agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Issuer hereby ratifies, confirms and approves the form and content, and the distribution, of the Preliminary Official Statement pertaining to the Bonds submitted to this Governing Authority. The Governing Authority further authorizes and directs the Executive Officers or any one of them to execute and deliver a Final Official Statement to the Purchasers for use in connection with the sale of the Bonds.
- (i) Pursuant to Section 6.01(c) of the General Bond Ordinance, the Issuer shall establish a “Senior Series 2022 Reserve Account” in the Senior Reserve Fund, which shall secure only the Bonds, and shall deposit to such account upon the delivery of the Bonds, an amount equal to the highest annual principal and interest requirement of the Bonds in any future Bond Year unless a lesser amount is approved by the Mayor in the Bond Purchase Agreement, either as a cash deposit from the proceeds of the Bonds or in the form of a Reserve Fund Surety Bond or Policy as permitted by Section 6.03 of the General Bond Ordinance.
- (j) The Bonds issued this Series 2022 Supplemental Ordinance shall be issued for the purpose of refunding the Refunded Bonds, with a portion of the proceeds of the

Bonds, together with other available moneys of the Issuer, in Government Securities plus an initial cash deposit shall be deposited in an escrow account for each respective series, in accordance with the terms of the Escrow Agreement, for each respective series, in order to provide for the payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 2(k) hereof, and for paying Costs of Issuance.

- (k) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Series 2022 Supplemental Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement.
- (l) The Escrow Agreement is hereby approved by the Issuer. The Mayor and Clerk of Council are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of **Exhibit D** hereto, with such changes, additions, deletions or completions deemed appropriate by such officers and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.
- (m) This Governing Authority finds and determines that the parity bond requirements contained in the Resolution No. 131 of 1984 (the “**Original General Bond Resolution**”) and in Section 2.06 of the General Bond Ordinance will be complied with in respect of the Bonds, and authorizes the Mayor, Chief Financial Officer and/or Director of Finance to execute a parity certification in substantially the form attached hereto as **Exhibit E** upon delivery of the Bonds.
- (n) The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to wit: “It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statues of the State of Louisiana.”
- (o) The Executive Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this

Series 2022 Supplemental Ordinance, and to cause the Bonds to be prepared and/or printed, to issue, execute and seal the Bonds and to effect delivery thereof as provided herein and in the Bond Purchase Agreement. In connection with the issuance and sale of the Bonds, the Executive Officers, the Director of Finance and/or the Chief Financial Officer of the City are each authorized, empowered and directed to execute on behalf of the Issuer such additional documents, certificates and instruments as they may deem necessary, including but not limited to any municipal bond insurance policy, upon the advice of Bond Counsel and Disclosure Counsel, to effect the transactions contemplated by this Series 2022 Supplemental Ordinance. The signature of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

- (p) The Bonds are NOT “qualified tax-exempt obligations”(i.e. not “**Bank Qualified**”) under Section 265(b)(3) of the Code.
- (q) The Mayor is authorized to enter into a Continuing Disclosure Agreement as may be required by Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)], in substantially the form recommended by Co-Underwriter's Counsel for the Bonds and approved by Bond Counsel.
- (r) The Mayor is authorized to enter into a Post-Issuance Compliance Certificate as may be necessary upon the advice of the Issuer’s Disclosure Counsel and/or Special Tax Counsel in connection with the disclosure and/or tax matters pertaining to the Bonds, in substantially the form recommended by the Disclosure Counsel and/or Special Tax Counsel.
- (s) Approval of the State Bond Commission has been or will be obtained prior to the delivery of the Bonds.
- (t) The Governing Authority finds and determines that it may be financially advantageous for the Issuer to utilize municipal bond insurance and/or a reserve fund surety bond or bonds with respect to some or all of the Bonds. In the event that the Mayor, with the advice of the Issuer’s Municipal Advisor, finds and determines that such a benefit exists, then such fact shall be stated in the Bond Purchase Agreement, the Preliminary Official Statement and the Final Official Statement and the terms thereof shall be approved by the Mayor. The Issuer, acting through the Executive Officers, is further authorized to enter into such contracts and agreements with the provider of such credit enhancement devices and may pay all the costs thereof from the proceeds of the sale of the Bonds or from other lawfully available funds, as provided by La. R.S. 36:1429.

- (u) In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such other documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Series 2022 Supplemental Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 3. Parties Interested Herein; Severability. Provisions relating to parties' interest herein and severability are addressed in Sections 11.03 and 11.04 of the General Bond Ordinance.

SECTION 4. Publication. A copy of this Series 2022 Supplemental Ordinance shall be published in the Official Journal of the of the Issuer, or if there is none, in a newspaper having general circulation in the Issuer. It shall not be necessary to publish the exhibits to this Series 2022 Supplemental Ordinance, but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal. For a period of thirty (30) days after the date of such publication any persons in interest may contest the legality of this Series 2022 Supplemental Ordinance and any provisions herein made for the security and payment of the Bonds. After such thirty (30) day period no one shall have any cause or right of action to contest the regularity, formality, legality, or effectiveness of this Series 2022 Supplemental Ordinance and the provisions hereof or of the Bonds authorized hereby for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the Bonds authorized pursuant to this Series 2022 Supplemental Ordinance within the thirty (30) days herein prescribed, the authority to issue the Bonds or to provide for the payment thereof, and the legality thereof, and all of the provisions of this Series 2022 Supplemental Ordinance and such Bonds shall be conclusively presumed, and no court shall have authority or jurisdiction to inquire into any such matter.

SECTION 5. Effective Date. This Series 2022 Supplemental Ordinance shall become effective as provided by Section 4.23 of the City Charter.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE NO. ____ OF 2022

February 7, 2022

Read by title and as read motion by Councilman _____seconded by _____for Introduction. Approved by the following vote:

- Ayes:
- Nays:
- Absent:
- Out of the Chamber:
- Abstentions:

February 20, 2022

Read by title and as read motion by Councilman _____seconded by _____for Adoption. Approved by the following vote:

- Ayes:
- Nays:
- Absent:
- Out of the Chamber:
- Abstentions:

James Green, Chairman

Approved:

Adrian Perkins, Mayor

Approved by the City Council

Approved by the Mayor

And Effective on

At 12:01 O'clock A.M.

Danielle Farr-Ewing, Clerk of Council

I, DANIELLE FARR-EWING, CLERK OF COUNCIL OF THE CITY OF SHREVEPORT, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF ORDINANCE NO. ____ OF 2022.

Danielle Farr-Ewing, Clerk of Council

EXHIBIT A
[FORM OF BONDS]

No. 2022AR-__

Principal Amount: _____

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CADDO

TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022
OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA

<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
December 1, 20__	_____, 1, 20__	_____%	_____

The **CITY OF SHREVEPORT, PARISH OF CADDO, STATE OF LOUISIANA** (the “**Issuer**”), promises to pay, but only from the source and as hereinafter provided to:

Registered Owner: Cede & Co. (Tax Id #13-2555119)

Principal Amount: _____ AND 00/100 (\$_____.00) DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on each June 1, and December 1, commencing June 1, 20__ (each an “Interest Payment Date”), at the Interest Rate per annum set forth above, until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, an Alabama state trust company, with an office in Baton Rouge, Louisiana, or successor thereto (the “Paying Agent”), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE BOND ORDINANCE, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER THEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BONDOWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE BOND ORDINANCE, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE FOLLOWING PAGES WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the General Bond Ordinance (herein defined) until the certificate of authentication hereon shall have been signed by a duly authorized representative of the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana (the "State"). It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part necessary to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution and statutes of the State, and that said Bonds shall not be invalid for any irregularity or defect in the proceedings providing for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers or owners for value thereof.

This Bond is one of an authorized issue aggregating in principal the sum of _____ Dollars (\$ _____) (the "Bonds"), all of like tenor and effect except as to number,

denomination, interest rate and maturity, the Bonds having been issued by the Issuer pursuant to Ordinance No. 95 of 2016 adopted by the City Council, acting as the governing authority (the “Governing Authority”), of the Issuer on October 11, 2016, as amended by Ordinance No. 4 of 2017 adopted by the Governing Authority on January 24, 2017 (collectively, the “General Bond Ordinance”), as supplemented by Ordinance No. __ of 2022 adopted by the Governing Authority on _____, 2022 (the “Series 2022 Supplemental Ordinance “and together with the General Bond Ordinance, the “Bond Ordinance”), for the purposes of the Refunding (as defined in the Bond Ordinance), and paying the Costs of Issuance (as defined in the Bond Ordinance) in the manner authorized and provided by the Refunding Act. Terms not otherwise defined herein shall have the meaning given them in the Bond Ordinance.

Optional Redemption

The Bonds shall be callable for redemption at the option of the Issuer in full or in part at any time on or after December 1, 20__, and if less than a full maturity then by lot within such maturity, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption

The Bonds shall be redeemed prior to their maturity (and without further notice to the Owner(s) or the Paying Agent) by payment of scheduled installments, on each of the dates set forth below and in the respective principal amounts set forth opposite each such date, as follows:

Term Bond Due December __, 20__

<u>Year (December 1)</u>	<u>Principal Amount</u>
---------------------------	-------------------------

\$

+

†Maturity Date

Notice of Redemption

- (a) In the event any of the Bonds are called for optional redemption, the Paying Agent shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. CUSIP number identification shall accompany all redemption notices.

Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to each Owner of the Bonds to be redeemed at its address shown on the Bond Register kept by the Paying Agent; provided, however, that failure to give such notice to any Bondholder or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other Bonds.

- (b) Any Bonds and portions of Bonds which have been duly selected for redemption and which are paid as set forth herein shall cease to bear interest on the specified redemption date.

In the case of any redemption in part of the Bonds, the Bonds to be redeemed will be selected by the Issuer, subject to the requirements of the Bond Ordinance. If less than all of the Bonds outstanding of a series are called for redemption under any provision of the Bond Ordinance permitting partial redemption, the particular Bonds of such series to be redeemed will be selected by the Paying Agent, in such a manner as the Paying Agent in its discretion may deem fair and appropriate.

In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Official notice of such call of any of the Bonds for redemption will be given by the Paying Agent by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

In the case of any redemption of Bonds, the Issuer shall give written notice to the Paying Agent and the Bond Insurer of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Bonds or portions of the Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date.

The Bonds may be transferred, registered and assigned only on the registration books of the Paying Agent, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 for any one maturity, or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the fifteenth (15th) calendar day of the month preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

This Bond, equally with the Issuer's outstanding bonds and obligations defined in the General Bond Ordinance is designation as "Senior Lien Bonds" (collectively, the "Senior Lien Bonds") and is secured by and payable as to principal and interest solely from the Net Revenues, as more fully set forth in the General Bond Ordinance.

NEITHER THIS BOND NOR THE DEBT IT REPRESENTS CONSTITUTES AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE ISSUER, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS.

The Issuer has obligated itself pursuant to the General Bond Ordinance specifically, and by this Bond declares that all of the income and revenues to be derived from the operation of the System shall be deposited promptly as the same may be collected in the Revenue Fund described in the General Bond Ordinance. The Issuer has duly covenanted and obligated itself pursuant to the General Bond Ordinance and by this Bond declares that it will fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities of the System, and all parts thereof, and to revise the same from time to time whenever necessary, as will always provide revenues in each fiscal year sufficient to pay: (a) the Operating Expenses of the System (as defined in the Bond Ordinance) in such fiscal year, (b) the Annual Debt Service (as defined in the Bond Ordinance) of the System for such Fiscal Year, and which in any event will provide net revenues in an amount equal to at least one hundred twenty-five percent (125%) of the Annual Debt Service due in such fiscal year.

For a complete statement of the manner in which various funds and accounts shall be maintained and administered, the provisions for the issuance of additional senior lien indebtedness and junior lien indebtedness pursuant to the Bond Ordinance, reference is hereby made to the General Bond Ordinance.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana.

It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City Council of the City of Shreveport, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be signed by the Mayor and attested by its Clerk of Council, the corporate seal of the Issuer to be hereon impressed and this Bond to be dated as of the Dated Date set forth above.

**CITY OF SHREVEPORT
STATE OF LOUISIANA**

SEAL

By: _____
Adrian Perkins, Mayor

ATTEST:

By: _____
Danielle Farr-Ewing, Clerk of Council

* * * * *

**PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Ordinance.

REGIONS BANK, as Paying Agent

By: _____
Kesha A. Jupiter, Vice President

DATE OF AUTHENTICATION: _____, 2022

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

SOCIAL SECURITY OR FEDERAL EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint _____
_____, attorney,
to transfer said Bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Signature of Registered Owner:

NOTICE: The signature to this assignment must correspond with the name of the registered owner
as it appears upon the face of the within Bond in every particular, without alteration or enlargement
or any change whatever.

Signature guaranteed:
(Bank, Trust Company, or Firm)

TRANSFER FEE MAY BE REQUIRED

STATEMENT OF INSURANCE

(TO BE ADDED IF BOND INSURANCE IS PURCHASED)

CERTIFICATE AS TO LEGAL OPINION

I, the undersigned Clerk of Council of the City of Shreveport, State of Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of Washington & Wells, LLC, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to Crews & Associates, Inc., Rice Financial Products Company and Frazer Lanier representing the original purchasers thereof.

I further certify that an executed copy of the below legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

Danielle Farr-Ewing, Clerk of Council

[LEGAL OPINION TO BE INSERTED]

EXHIBIT B

BOND PURCHASE AGREEMENT

\$ _____

**CITY OF SHREVEPORT, STATE OF LOUISIANA
TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022
consisting of:**

_____, 2022

City of Shreveport, State of Louisiana
505 Travis Street, Suite 200
Shreveport, Louisiana 71101

Ladies and Gentlemen:

The undersigned Crews & Associates, Inc., as the representative the “Representative” on behalf of itself and behalf of Rice Financial Products Company and Frazer Lanier (each, an “Underwriter”, and collectively, the “Underwriters”) offers to enter into this agreement (the “Bond Purchase Agreement”) with the City of Shreveport, Louisiana (the “Issuer”), which, upon your acceptance of this offer, will be binding upon you and upon the Underwriters. Unless otherwise provided, terms not otherwise defined herein shall have the same meanings as set forth in the Bond Ordinance (defined herein) or the Official Statement (defined herein).

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 P.M., Shreveport time on this date.

This Bond Purchase Agreement is being entered into in connection with the offer and sale of the Issuer’s Taxable Water and Sewer Revenue Refunding Bonds, Series 2022 in the aggregate amount of \$ _____ (the “Bonds”), pursuant to Ordinance No. 95 of 2016 adopted by the City Council of the Issuer acting as the Governing Authority (the “Governing Authority”) on October 11, 2016, as amended by Ordinance No. 4 of 2017 adopted by the Governing Authority on January 24, 2017 (collectively, the “General Bond Ordinance”), as supplemented by Ordinance No. __ of 2022 adopted by the Governing Authority on _____, 2022 (the “Series 2022 Supplemental Series Ordinance” and together with the General Bond Ordinance, the “Bond Ordinance”).

The Bonds shall be issued for the purposes of (i) advance refunding the Issuer’s Water and Sewer Revenue Bonds, Series 2014B, currently outstanding in the principal amount of \$67,045,000 (the “Series 2014B Bonds”) maturing in years _____ through _____ (the “Refunded Series 2014B Bonds”); the Issuer’s Water and Sewer Revenue Bonds, Series 2014C, currently outstanding in the principal amount of \$7,955,000 (the “Series 2014C Bonds”) maturing in _____ (the “Refunded Series 2014C Bonds”); [and/or] the Issuer’s Water and Sewer Revenue and Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$116,980,000 (the “Series 2015 Bonds”) maturing in years _____ to _____ (the “Refunded Series 2015 Bonds” and together with the Refunded Series 2014B Bonds and Refunded Series 2014C Bonds, the “Refunded Bonds”), (ii) funding a debt service reserve fund via purchasing a reserve fund surety, if necessary and (iii) paying the costs of issuance of the Bonds, including, if applicable, the premium for the municipal bond insurance policy, if necessary, for the Bonds.

1. **Purchase of Securities, Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations and covenants set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the Bonds.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length, commercial transaction between the Issuer and the Underwriters in which each Underwriter is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Exchange Act), financial advisor or fiduciary to the Issuer, (ii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility to the Issuer with respect to this Bond Purchase Agreement, the offering of the Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter, or any affiliate of an Underwriter, has provided other services or is currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriters have to the Issuer with respect to the transactions contemplated hereby are set forth in this Agreement, (iv) the Underwriters have financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The Series 2022 Senior Lien Bonds shall be purchased at the price of \$_____ (representing the principal amount of \$_____ less an underwriters' discount of \$_____ and [plus][minus] [net] original issue [premium][discount] of \$_____).

Such purchase price shall be paid at the Closing (defined herein) in accordance with Section 6 hereof. The Bonds are to be issued by the Issuer, acting through the Governing Authority, under and pursuant to, the Bond Ordinance. The Bonds are issued by the Issuer under the authority of Section 14 and 14A of the Louisiana Revised Statutes of 1950 (the "Act"), and other constitutional and statutory authority. The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described on **Schedule I** attached hereto. The Bonds will be subject to redemption prior to maturity as described in the Bond Ordinance and on **Schedule I** attached hereto.

2. **Establishment of Issue Price of the Bonds.** Notwithstanding any provision of this Bond Purchase Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(a) Definitions. For purposes of this Paragraph, the following definitions apply:

(i) **"public"** means any person other than an Underwriter or a related party to an Underwriter.

(ii) **"Underwriter"** means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Representative, to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) a purchaser of any of the Bonds is a “**Related Party**” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships or limited liability companies (“**LLC**”) (including direct ownership by one entity of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership or LLC, as applicable, if one entity is a corporation and the other entity is a partnership or LLC (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) “**sale date**” means the date of execution of this Bond Purchase Agreement by all parties.

- (b) Issue Price Certificate. The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of each series of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel (hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor, Government Consultants (the “**Municipal Advisor**”) and any notice or report to be provided to the Issuer may be provided to the Issuer’s Municipal Advisor.
- (c) 10% Test. Except as set forth in **Schedule I** attached hereto, Issuer will treat the first price at which 10% of each maturity of each series of Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the Issuer the price or prices at which Bonds have been sold by to the public each maturity of the Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation will continue, whether or not the Closing has occurred, until either (i) the Underwriters have sold all the Bonds of that maturity or (ii) the 10% Test has been satisfied as the Bonds of that maturity, provided that, the Underwriters’ reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if the Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.
- (d) Hold-the-Offering-Price Rule. The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”), or at the corresponding yield or yields, set forth in **Schedule I** attached hereto, except as otherwise set forth therein.

Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-the-Offering-Price Rule**”). So long as the Hold-the-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Representative will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(e) The Representative confirms that:

(i) Any agreement among underwriters, any selling group agreement and each third-party distribution agreement, to which the Representative is a party relating to the initial sale of the Bonds to the public, together with related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity of each series allotted to it, whether or not the Closing has occurred, until either all Bonds of that maturity have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (i) to comply with the Hold-the-Offering-Price Rule if applicable, if and for so long as directed by the Underwriters, and (B) promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter participating in the initial sale of Bonds to the public, (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the underwriter, dealer, or broker dealer is a sale to the public.

(ii) any agreement among Underwriters relating to the initial sale of the Bonds to the public, together with related pricing wires, contains or will contain language

obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity of each series allotted to it, whether or not the Closing has occurred until it is notified by the Representative or such Underwriter or dealer that the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity provided that the reporting obligation after the Closing may be reasonable periodic intervals or otherwise upon request of the Underwriters or the dealer, and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriters or the dealer and as set forth in the related pricing wires.

- (f) The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.
- (g) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter do not constitute sales to the public for purposes of this Section.

3. **Public Offering.** The Underwriters agree to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on **Schedule I** attached hereto. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts), money market funds (including money market funds sponsored or managed by the Underwriters) and others at prices lower than such public offering prices. The Underwriters also reserve the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

4. **The Representative.** Crews & Associates, Inc., is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriters. The Representative shall represent at the Closing that

it was, at the time of the execution of this Bond Purchase Agreement, and is, at the time of the Closing, an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

5. **Official Statement.**

- (a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated _____, 2022 (the “**Preliminary Official Statement**”) in a “designated electronic format, as defined in the Municipal Securities Rulemaking Board’s (“**MSRB**”) Rule G-32 (“**Rule G-32**”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (i) dated the date of this Bond Purchase Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “**Rule**”), (iii) in a “designated electronic format” and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the “**Official Statement**”. Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Underwriters deem necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.
- (b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby deems final the Preliminary Official Statement as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.
- (c) The Issuer represents that the Issuer has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriters in connection with the public offering and sale of the Bonds. The Issuer ratifies and consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Bond Purchase Agreement (but, in any event, not later than within seven (7) business days after the Issuer’s acceptance of this Bond Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriters shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.
- (d) If, after the date of this Bond Purchase Agreement to and including the date, the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end

of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period “for the Bonds, the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), either an amendment or a supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Bond Purchase Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“**DTC**”), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such certificates and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format “consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriters shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

- (e) The Representative hereby agrees to timely file the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 5(d) above) with the MSRB through its Electronic Municipal Market Access (“**EMMA**”) system. Unless otherwise notified in writing by the Representative, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

The Issuer will enter into a Continuing Disclosure Certificate (the “**Disclosure Certificate**”) constituting an undertaking (an “**Undertaking**”) to provide ongoing disclosure about the Issuer for the benefit of the Bondholders on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of the Rule, in the form attached as Appendix G to the Preliminary Official Statement, with such changes as may be agreed to by the Representative.

6. **Representations of the Issuer.**

- (a) The Issuer has duly authorized or, prior to the delivery of the Bonds, will duly authorize all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Disclosure Certificate, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the

transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

- (b) Except for the information which is permitted to be omitted from the Preliminary Official Statement pursuant to Section (b)(1) of the Rule, the information in the Official Statement (excluding there from the information under the captions “**THE BONDS – Book-Entry Only System**” “**MUNICIPAL ADVISOR**”, “**UNDERWRITING “**,”**APPENDIX E - FORM OF LEGAL OPINION OF BOND COUNSEL**”, and “**APPENDIX F – Form of Opinion of Special Tax Counsel**” as to which no representations or warranties are made) is and, as of the Closing Date, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;
- (c) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or to the best knowledge of the Issuer threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Disclosure Certificate, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;
- (d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Disclosure Certificate, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Louisiana Constitution of 1974, as amended, or any existing law, court or administrative regulation, decree, judgment, loan agreement, indenture, bond, note, resolution, ordinance, order, agreement or other instrument by which the Issuer (or the members of the Governing Authority, or any of its officers in their respective capacities as such) or its properties are or, on the Closing Date will be, bound, except as provided by the Bonds and the Bond Ordinance;
- (e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made, have been obtained or made or will be obtained or made prior to delivery of the Bonds;
- (f) The Issuer agrees to cooperate with the Underwriters and Joshua K. Williams, Attorney at Law LLC, Shreveport, Louisiana and Kutak Rock, LLP, Philadelphia, Pennsylvania (together, “**Co-Underwriters’ Counsel**”) in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Representative may reasonably request and will advise the Representative promptly

upon receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or consent to suit or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriters in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation made by the Issuer;

- (g) Any Bond and certificate signed by an official of the Issuer and delivered to the Representative shall be deemed a representation and warranty by the Issuer, as appropriate, to the Underwriters as to the truth of the statements therein contained;
- (h) The Issuer will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Bond Ordinance;
- (i) The financial statements and other financial information of the Issuer included in **Appendices A, B and H** to the Official Statement present fairly the financial position and the results of operations of the Issuer at the respective dates and for the respective periods indicated therein, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods presented;
- (j) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues which will secure the Bonds without the prior approval of the Representative;
- (k) As of the date of the Closing, there will not be any material adverse change in the financial position, results of operations, or condition, financial or otherwise, of the Issuer from that described in the Official Statement other than in the ordinary course of business or as may be otherwise disclosed to the Representative in accordance with this Bond Purchase Agreement;
- (l) Except as specifically described in the final Official Statement, during the previous five years, the Issuer has complied in all material aspects with all previous continuing disclosure undertakings in written contracts or agreements entered into by the Issuer as specified in paragraph (b)(5)(i) of the Rule. The Issuer maintains internal controls and procedures designed to ensure that material information relating to the Issuer and the System is made known to the appropriate officials of the Issuer responsible for the Issuer's compliance with the disclosure obligations of the Issuer under federal securities laws, including, without limitation, the Issuer's compliance with the continuing disclosure undertaking for the Bonds;
- (m) To the best of the knowledge of the Issuer, the financial statements of the System included in **Appendix A** to the final Official Statement present fairly the financial position and the results of operations of the System at the respective dates and for the respective periods indicated therein, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods presented. Except as disclosed in the Final Official Statement or otherwise disclosed in writing to the Representative, there has not

been any materially adverse change in the financial condition of the Issuer or in its operations, including the System, since _____, 2022, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change; and

- (o) As of the date of the Closing, there will not be any material adverse change in the financial position, results of operations, or condition, financial or otherwise, of the System from that described in the Final Official Statement other than in the ordinary course of business or as may be otherwise disclosed to the Underwriters in accordance with this Bond Purchase Agreement.

7. **Closing.** At 10:00 A.M., Central Time, on or about _____, 2022, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer will deliver, or cause to be delivered, to the Representative, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) in the denominations of one Bond per maturity date of the Bonds, registered in the name of Cede & Co., as nominee for DTC, duly executed and authenticated by Regions Bank, in the City of Baton Rouge, Louisiana, as Paying Agent (the “**Paying Agent**”), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer, subject to the conditions contained herein, the Paying Agent shall hold the Bonds as custodian for DTC under its Fast Automated Securities Transfer System (“**FAST**”).

Delivery of the Bonds as aforesaid shall be made at the offices of Washington & Wells, LLC, Shreveport, Louisiana, or such other place as may be agreed upon by the Representative and the Issuer. Such payment and delivery are herein called the “**Closing**.” The Bonds will be delivered initially as fully registered bonds, one bond certificate representing each maturity of the Bonds, and registered in the name of Cede & Co.

8. **Certain Conditions to Underwriter’s Obligations.** The obligations of the Underwriters hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

At the time of Closing, the Bond Ordinance shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative, the Bonds shall have been approved by the Louisiana State Bond Commission, the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Ordinance, and there shall have been duly adopted and there shall be in full force and effect such resolutions and/or ordinances as, in the opinion of Washington & Wells Law Firm, LLC, Shreveport, Louisiana (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby; and at or prior to the Closing, the Representative shall have received each of the following:

- (a) a final opinion of Bond Counsel dated the Closing Date, in substantially the form set forth as **Appendix E** of the Official Statement;
- (b) a supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the Issuer and the Representative in a form satisfactory to the Representative and Underwriters’ Counsel;

- (c) an opinion of Underwriters' Counsel, dated the date of Closing and in form and substance satisfactory to the Representative;
- (d) an opinion of Disclosure Counsel, Lori Graham, dated the date of Closing and addressed to the Issuer and the Representative (or a reliance letter relating to the opinion addressed to the Representative) and in form and substance satisfactory to the Issuer and the Representative,
- (e) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Representative;
- (f) the Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;
- (g) evidence satisfactory to the Representative that [Moody's Investors Service, Inc. ("**Moody's**")] has assigned an insured rating of "___" on the Bonds, with an underlying rating of "___" to the Bonds; and, in addition, [S&P Global Ratings ("**S&P**")] has assigned an insured rating of "___" on the Bonds, with an underlying rating of "___" on the Bonds;
- (h) a specimen of the Bonds;
- (i) certified copies of the Bond Ordinance and all other resolutions and ordinances of the Issuer relating to the issuance and/or sale of the Bonds, as applicable, and evidence of approval of the Bonds by the Louisiana State Bond Commission;
- (j) a certificate of the Paying Agent, as to (A) its corporate capacity to act as such, (B) the incumbency and signatures of authorized officers, and (C) its due registration of the Bonds delivered at the Closing by an authorized officer;
- (k) the executed copy of the bond insurance policy or policies issued by _____. (the "**Bond Insurer**"), and such opinions and certificates as may be required by the Bond Insurer's commitments with respect to the Bonds; and the Bond Insurer shall provide an opinion of general counsel to the Bond Insurer and a certificate of an officer of the Bond Insurer dated the date of the Closing and addressed to the Representative, concerning the Bond Insurer, the bond insurance policy or policies, and the information relating to the Bond Insurer and the bond insurance policy or policies contained in the Official Statement, if any, in form and substance satisfactory to the Representative and Underwriters' Counsel;
- (l) the executed copy of the surety policy or policies issued by _____ (the "**Surety Provider**"), and such opinions and certificates as may be required by the Surety Provider with respect to the Bonds; an opinion of general counsel to the Surety Provider and a certificate of an officer of the Surety Provider dated the date of the Closing and addressed to the Representative, concerning the Surety Provider, the surety policy or policies, and the information relating to the Surety Provider and the surety policy or policies contained in

the Official Statement, if any, in form and substance satisfactory to the Representative and Underwriters' Counsel;

- (m) a Blanket DTC Letter of Representations executed by the Issuer and accepted by DTC;
- (n) evidence that the Issuer has deposited either not less than the required amount or a reserve surety policy into the Series 2022 Reserve Account of the applicable Senior Reserve Fund, established by the Bond Ordinance;
- (o) a fully executed copy of the Parity Certification in substantially the form attached as an exhibit to the Series 2022 Supplemental Ordinance as required by Section 2.06(g) of the General Bond Ordinance;
- (p) Evidence in a form acceptable to the Representative from _____ verifying the mathematical accuracy of the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Refunded Bonds Escrowed Securities, to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Refunded Bonds;
- (q) A copy of the preliminary and final Blue-Sky Survey with respect to the Bonds.
- (r) Letters from _____ and _____ to the effect that the Bonds have been assigned ratings of “____” and “____”, respectively, which ratings shall be in effect as of the date of Closing;
- (s) A letter or letters, dated the date of Closing, and acceptable to the Representative and Underwriters' Counsel _____, independent certified public accountants and auditors for the System acknowledging the inclusion in the Final Official Statement of the audited financial statements of the System and their report thereon, for the Fiscal Year ended June 30, 2021;
- (t) The final Official Statement; and
- (u) such additional legal opinions, certificates, proceedings, instruments, and other documents as Underwriters' Counsel, Bond Counsel and Disclosure Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer;

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Representative. The Issuer will furnish the Representative with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Representative may reasonably request.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement and such condition is not waived by the Representative, or if the obligations of the Underwriters to purchase and accept delivery of the Bonds shall be terminated or cancelled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under further obligation hereunder; except that the respective obligations of the Issuer and any Underwriter in Section 12 hereof (with respect to expenses), shall continue in full force and effect.

9. **Events Permitting Termination by the Representative.** The Representative may terminate this Bond Purchase Agreement, without liability therefor, by notification to the Issuer, if, at any time subsequent to the date of this Bond Purchase Agreement at or prior to the Closing any of the following (each a “**Termination Event**”) shall occur:

- (a) Any legislation, ordinance or regulation shall be enacted or be actively considered for enactment with an effective date prior to the Closing, by any governmental body, department or agency of the Issuer, the State of Louisiana (the “**State**”) or the Parish of Caddo, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the reasonable opinion of the Representative, materially and adversely affects the market price of the Bonds; or
- (b) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, is in violation or would be in violation of any provision of the federal securities laws, including but not limited to, the Securities Act or the Securities Exchange Act of 1934, as amended and as then in effect (the “**Exchange Act**”); or
- (c) Any legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds or the Bonds are not exempt from registration under or from other requirements of the Securities Act or the Exchange Act or that the qualification and registration of the Bond Ordinance as an indenture would be required under the Trust Indenture Act of 1939, as amended; or
- (d) Any event shall have occurred, or any information shall have become known to the Representative which causes the representatives thereof to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event the Issuer refuses to permit the Official Statement to be appropriately supplemented, or the effect of the Official Statement so supplemented is to materially adversely affect the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

- (e) Additional material restrictions not in force and not previously under discussion as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or
- (f) Any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters or broker-dealers; or
- (g) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer; or
- (h) There shall have occurred any outbreak of hostilities or other national or international calamity or crisis or financial crisis the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Representative, would affect materially and adversely the ability of the Underwriters to market the Bonds; or
- (i) Trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by The New York Stock Exchange or other national securities exchange or governmental authority, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds; or
- (j) There shall have occurred any change in the financial condition or affairs of the Issuer, the effect of which is, in the reasonable judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; or
- (k) A general banking moratorium shall have been established by federal, New York or Louisiana authorities; or
- (l) The President of the United States, the Office of Management and Budget, the Securities and Exchange Commission, the Federal Reserve Board, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or instrumentality of the United States shall take or propose to take any action or implement or propose regulations or rulings which, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds or causes the Official Statement to be misleading in any material respect; or
- (m) There shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city or political subdivision located in the United States having a population

of over 500,000, the effect of which, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Bonds; or

- (n) There shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any political subdivision located in the State (including the State itself), the effect of which, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Bonds; or
- (o) The Issuer shall fail to deliver Official Statements to the Representative as provided in Section 5 hereof; provided, however, that the Representative may not terminate its obligations hereunder as a result of the failure of the Issuer to deliver such Official Statements unless such failure materially affects the Underwriters' marketing and sale of the Bonds or subjects the Underwriters to compliance infractions under the Securities and Exchange Commission or the MSRB delivery requirements; or
- (p) The Issuer shall have failed to deliver the Undertaking; or
- (q) The marketability of the Bonds or the market price thereof, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or
- (r) There shall have occurred, or any notice shall have been given, of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations including any downgrade to the credit rating of the Bond Insurer; or
- (s) The Issuer shall fail to meet any condition to Closing set forth in Section 8 of this Bond Purchase Agreement, and such condition has not been waived in writing by the Representative; or
- (t) The Bond Insurance Policy, the Surety Policy or any other insurance policy of the Bond Insurer shall have been repudiated or any litigation or proceeding shall be pending or threatened questioning the validity or enforceability thereof or seeking to enjoin performance by the Bond Insurer or Surety Provider thereunder or the Issuer or the Representative shall have received notice from the Bond Insurer or Surety Provider that it will be unable to perform thereunder.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Representative, all obligations of the Issuer and the Underwriters under this Bond Purchase Agreement shall terminate, without further liability, except that the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 12 below.

10. **Additional Covenants of Issuer.** The Issuer covenants and agrees with the Representative as follows:

- (a) The Issuer shall furnish or cause to be furnished to the Representative as many copies of the Official Statement as the Representative may reasonably request; and
- (b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Representative. If, in the opinion of the Issuer, Bond Counsel, the Representative, and Underwriters' Counsel a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Bond Counsel, Representative and Underwriters' Counsel.

11. **Survival of Representations.** Unless otherwise set forth herein, all representations and agreements of the Issuer and the Underwriters hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Representative pursuant to the terms hereof.

12. **Payment of Expenses.** If the Bonds are sold to the Underwriters by the Issuer:

- (a) The Issuer shall pay, out of the proceeds of the Bonds or from other moneys available to the Issuer, any expenses incident to the performance of its obligations hereunder, including, but not limited to: (i) the cost of the preparation, reproduction and printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of the Bond Ordinance, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, Special Tax Counsel, and any other experts retained by the Issuer; (iv) the fees of Disclosure Counsel (v) the fees of the Paying Agent; (vi) any fees charged by the rating agencies for the credit rating of the Bonds; (vii) the cost of transportation for officials and representatives of the Issuer in connection with attending the Closing; (viii) the cost of qualifying the Bonds and determining their eligibility for investment under the laws of such jurisdictions as the Underwriters may designate; and (ix) the fees of the Louisiana State Bond Commission; and
- (b) The Issuer has agreed to pay the Underwriter's discount set forth in Section 1 of this Bond Purchase Agreement and inclusive in the expense component of the Underwriter's discount are actual expenses incurred or paid for by the Underwriters on behalf of the Issuer in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to advertising expenses, fees and expenses of Underwriters' Counsel, the costs of any preliminary and final Blue Sky Memoranda, CUSIP fees, and transportation, lodging, and meals for the Issuer's employees and representatives.

13. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at City of Shreveport, 505 Travis Street, Suite 200, Shreveport, Louisiana 71101; Attention: Kasey Brown Chief Financial Officer. Any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may

be given by delivering the same in writing to Crews & Associates, Inc. 521 President Clinton Ave., Ste. 800, Little Rock, AR 72201; Attention: Michael Lambert.

14. **Parties Benefited.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

15. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. **Arm's Length Transaction.** The Issuer acknowledges that the Underwriters are not acting as a municipal advisor as defined in Section 15B of the Securities Exchange Act of 1934, as amended, and that the Underwriters do not have a fiduciary duty as such to the Issuer in connection with the offering and purchase and sale of the Bonds. The Issuer on its own behalf and the Underwriters acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading hereto (irrespective of whether the Underwriters or their affiliates have provided other services or is currently providing other services to the Issuer, (iv) the only obligations that the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement, and (v) the Issuer has consulted with their own legal and financial advisors to the extent they deemed appropriate in connection with the offering of the Bonds.

17. **Counterparts; Headings for Convenience.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation.

18. **Execution; Effective Date.** This Bond Purchase Agreement shall become legally effective upon its acceptance by the Issuer, as evidenced by the signature of an Authorized Representative of the Issuer, in the space provided therefor below.

19. **Severability.** If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

If you agree with the foregoing, please sign the Bond Purchase Agreement and return it to the Representative. This Bond Purchase Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

[The balance of this page has been intentionally left blank]

**SIGNATURE PAGE TO SHREVEPORT
BOND PURCHASE AGREEMENT**

Very truly yours,

Crews & Associates, Inc.,
as Representative of the Underwriters

By: _____
Name: Michael Lambert
Title: Senior Managing Director

ACCEPTANCE

ACCEPTED at _____ [a.m./p.m.] Central Daylight Time this _____ day of _____, 2022.

CITY OF SHREVEPORT, LOUISIANA

By: _____
Adrian Perkins, Mayor

SCHEDULE I

**MAYOR' S APPROVAL OF BOND PURCHASE AGREEMENT AND CERTAIN
TERMS OF THE 2022 BONDS**

APPROVED AND AGREED TO on __, 2022 at ___ o'clock PM Central Time.

In accordance with the provisions of Section 2.05 of the General Bond Ordinance and Sections 2(b), (c), (e), (h), (i) and (t) of the Series 2022 Supplemental Ordinance, the undersigned Mayor of the City of Shreveport specifically approves the following final terms of the Bonds.

PURCHASE PRICE

[To come]

PRINCIPAL AMOUNTS, INTEREST RATES AND OFFERING PRICES

[To come]

CITY OF SHREVEPORT, STATE OF LOUISIANA

By: _____
Adrian Perkins, Mayor

EXHIBIT C

FORM OF ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT**, dated _____, 2022, by and among the **CITY OF SHREVEPORT, STATE OF LOUISIANA** (the “**City**” or “**Issuer**”), appearing herein through its undersigned Mayor and Clerk of Council, pursuant to an ordinance adopted by the governing authority of the Issuer on _____, 2022, and **REGIONS BANK**, an Alabama state trust company having a corporate office located in Baton Rouge, Louisiana, and duly authorized to exercise corporate trust powers, as escrow agent (the “**Escrow Agent**”), appearing herein through the hereinafter named officers, who did declare that they do together enter into and make this Escrow Deposit Agreement, upon the following terms:

WITNESSETH:

WHEREAS, pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority and the General Bond Ordinance the Issuer has previously issued its: (i) Water and Sewer Revenue Bonds, Series 2014B, currently outstanding in the principal amount of \$67,045,000 (the “**Series 2014B Bonds**”); (ii) Water and Sewer Revenue Bonds, Series 2014C, currently outstanding in the principal amount of \$7,955,000 (the “**Series 2014C Bonds**”); and (iii) Water and Sewer Revenue and Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$116,980,000 (the “**Series 2015 Bonds**” and together with the Series 2014B Bonds, the Series 2014C Bond, the “**Prior Bonds**”); and

WHEREAS, Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the “**Refunding Act**”) and other constitutional and statutory authority provides that subject to the approval of the State Bond Commission and without reference to any other provisions of the laws of the State and in addition to any other authority therefor, any public entity is authorized to issue refunding bonds for the purpose of refunding, readjusting, restructuring, refinancing, extending, or unifying the whole or any part of its outstanding securities in an amount sufficient to provide the funds necessary to effectuate the purpose for which the refunding bonds are being issued and to pay all costs associated therewith; and

WHEREAS, the Issuer is a “public entity” and the Refunded Bonds (as defined herein) are a “security” within the meaning of the Refunding Act; and

WHEREAS, the Issuer has found and determined that refunding the Refunded Bonds (as defined below), would be financially advantageous to the Issuer and would result in certain debt service savings and/or cash flow relief; and

WHEREAS, the Issuer has authorized the issuance of _____ Dollars (\$ _____) of its Taxable Water and Sewer Revenue Refunding Bonds, Series 2022 (the “**Bonds**”), for the purpose of: (i) refunding and/or defeasing the Series 2014B maturing in years _____ through _____ (the “**Refunded Series 2014B Bonds**”); the Series 2014C maturing in _____ (the “**Refunded Series 2014C Bonds**”); [and/or] the Series 2015 maturing in years _____ to _____ (the “**Refunded Series 2015 Bonds**” and together with the Refunded Series 2014B Bonds and Refunded Series 2014C Bonds, the “**Refunded Bonds**”), pursuant to an ordinance adopted by the governing authority of the Issuer on _____, 2022 (the “**Series 2022 Supplemental Ordinance**” and together with the General Bond Ordinance the “**Bond Ordinance**”); (ii) funding a debt service reserve fund via the purchase of a surety bond, and (iii) paying the costs of issuance of the Bonds (collectively, the “**Refunding**”); and

WHEREAS, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds (exclusive of accrued interest, if any), together with certain additional moneys to be provided by the Issuer in relation to the Refunded Bonds, shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

SECTION 1. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (herein called the “**Escrow Fund**”) to be held in the custody of the Escrow Agent separate and apart from other funds of the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the

Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

SECTION 2. Deposit to Escrow Fund; Application of Moneys. Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$_____ from the proceeds of the Bonds (the “**Bond Proceeds**”). The Issuer will further cause to be deposited with the Escrow Agent the sum of \$_____ from the Issuer's debt service fund for the Refunded Bonds (the “**Prior Issuance Amounts**”). Such funds will be applied as follows:

\$ _____ of Prior Issuance Amounts to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in **Schedule A-1** attached hereto;

\$ _____ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations described in **Schedule A-2** attached hereto;

\$ _____ of Prior Issuance Amounts to the Escrow Fund to establish the initial cash deposit therein;

\$ _____ of Bond Proceeds to the Escrow Fund to establish the initial cash deposit therein; and

\$ _____ of Bond Proceeds to the Expense Fund created in Section 3 hereof.

- (a) Concurrently with such deposits, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations described in **Schedule A** attached hereto. The obligations listed in **Schedule A** hereto and any other direct obligations of the United States Government are hereinafter referred to as the “**Escrow Obligations.**” All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in **Schedule B** attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of, premium, if any, and interest on the Refunded Bonds as shown on **Schedule C**. The Issuer, on the basis of a mathematical verification of an independent certified public accountant, has heretofore found and determined that the investments described in said **Schedule A** are adequate in yield and maturity date in order to provide the necessary moneys to accomplish the refunding of the Refunded Bonds as shown on **Exhibit C**.
- (b) All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer.
- (c) In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any of the Escrow Obligations, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, “**Government Securities**”), in lieu thereof. An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if:

- (i) such Replacement Obligation is in an amount, and/or matures in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligation is equal to or greater than the amount payable on the maturity date of the Escrow Obligation which the substitution occurred,
- (ii) such Replacement Obligation matures on or before the next date on which the Escrow Obligation which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds, and
- (iii) the Escrow Agent shall have been provided with (A) a mathematical verification of an independent certified public accountant that the Replacement Obligations are sufficient to pay the principal, interest and premium of the Refunded Bonds as provided herein and (B) an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the Bonds or the Refunded Bonds.

To the extent that any Escrow Obligation matures before the payment dates shown in **Schedule C**, the Escrow Agent may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds or the Refunded Bonds to be “arbitrage bonds” under the Internal Revenue Code of 1986, as amended.

- (a) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amount of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

- (b) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

SECTION 3. Establishment of the Costs of Issuance Account; Use of Moneys in Costs of Issuance Account. There is also hereby created and established with the Escrow Agent a special trust account to pay the Costs of Issuance of the Bonds, as defined in the Bond Ordinance (herein called the “**Costs of Issuance Account**”) to be held in the custody of the Escrow Agent separate and apart from any other funds of the Issuer and the Escrow Agent, to which the amount of the proceeds derived from the issuance and sale of the Bonds hereinabove set forth are to be deposited. The amounts on deposit in the Costs of Issuance Account shall be used for and applied to the payment of the Costs of Issuance of the Issuer in connection with the issuance, sale and delivery of the Bonds and the establishment of the funds hereunder; and pending such disbursement moneys in the Costs of Issuance Account shall be invested by the Escrow Agent as directed by the Issuer. Payment of the aforesaid expenses shall be made by the Escrow Agent from the moneys on deposit in such Costs of Issuance Account for the purposes listed in **Schedule D** hereto upon receipt by the Escrow Agent of either an invoice or statement for the appropriate charges, or a written request of the Issuer signed by the Mayor or Director of Finance of the Issuer, which request shall state, with respect to each payment to be made, the person, firm or corporation to whom payment is to be made, the amount to be paid and the purpose for which the obligation to be paid was incurred. Each such invoice, statement or written request shall be sufficient evidence to the Escrow Agent that the payment requested to be made from the moneys on deposit in such Costs of Issuance Account is a

proper payment to the person named therein in the amount and for the purpose stated therein, and upon receipt of such invoice, statement or written request, and the Escrow Agent shall pay the amount set forth therein as directed by the terms thereof. When all expenses contemplated to be paid from such Costs of Issuance Account have been paid, such fund shall be closed and any balance remaining therein shall be withdrawn by the Escrow Agent and applied by the Issuer to the payment of principal of Bonds next falling due.

SECTION 4. Deposit to Escrow Fund Irrevocable. The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

SECTION 5. Use of Moneys. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in Section 2(d) above.

The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund. Any amounts held as cash in the Escrow Fund shall be held in cash without any investment thereof, not as a deposit with any bank, savings and loan or other depository.

SECTION 6. Payment of Refunded Bonds. The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable and shall apply same as provided in Section 2 above and **Schedule C**.

SECTION 7. Notice of Redemption. The Escrow Trustee, in its capacity as paying agent for the Refunded Bonds, will cause a notice of defeasance and notice of redemption for the Refunded Bonds to be given in the manner provided by the General Bond Ordinance.

SECTION 8. Remaining Moneys in Escrow Fund. Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and clear of the trust created by the Indenture and this Agreement and shall be transferred to the Issuer.

SECTION 9. Rights of Owners of Refunded Bonds. The escrow created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 10. Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of the Escrow Obligations, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or

by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

SECTION 11. Enforcement. The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 12. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate order, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

SECTION 13. Successors Bound. All covenants, promises, and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 14. Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the

receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Bonds.

SECTION 15. Amendments. This Agreement may be amended with the consent of the Issuer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Bonds or the Refunded Bonds to be “arbitrage bonds”.

SECTION 16. Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State.

SECTION 17. Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

SECTION 18. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 19. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first above written.

**CITY OF SHREVEPORT,
STATE OF LOUISIANA**

By: _____
Danielle Farr-Ewing, Clerk of Council

By: _____
Adrian Perkins, Mayor

WITNESSES:

**REGIONS BANK,
as Escrow Agent**

By: _____
Kesha A. Jupiter, Vice President

WITNESSES:

SCHEDULE A-1

SCHEDULE OF ESCROW SECURITIES PURCHASED WITH EXISTING FUNDS

SCHEDULE A-2

SCHEDULE OF ESCROW SECURITIES PURCHASED WITH BOND PROCEEDS

SCHEDULE B

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

SCHEDULE C

DEBT SERVICE ON REFUNDED BONDS

SCHEDULE D

COSTS OF ISSUANCE

EXHIBIT D

FORM OF PARITY CERTIFICATION

\$ _____

**TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022
OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA**

Pursuant to Section 2.06 of Ordinance No. 95 of 2016 adopted by the City Council, acting as the governing authority, of the City of Shreveport, State of Louisiana (the “**Issuer**”) pursuant to an ordinance adopted on October 11, 2016, as amended and restated by Ordinance No. 4 of 2017 adopted on January 24, 2017 (collectively, the “**General Bond Ordinance**”), the undersigned Mayor and Director of Finance of the Issuer do hereby certify as follows in connection with the issuance and delivery of the above-captioned issues of bonds (the “**Bonds**”):

1. Capitalized terms used in this certification shall have the meaning assigned thereto in the General Bond Ordinance and (b) Series Ordinance No. ___ under the General Bond Ordinance, adopted _____, 2022 (collectively, the “**Bond Ordinance**”) that authorizes the issuance of the Bonds.
2. The undersigned have reviewed the financial statements of the City for the Fiscal Year ended December 31, 2021, which is the Fiscal Year immediately preceding the date of issuance of the Bonds, and the calculation of the Net Revenues for such Fiscal Year is shown in the following table:

Revenues of the System	\$ _____
Less: Operating Expenses of the System	\$ _____
Plus: Depreciation and Amortization	\$ _____
NET REVENUES	\$ _____

3. The average Annual Debt Service on all outstanding issues of Senior Lien Bonds and Junior Lien Bonds, together with the proposed Annual Debt Service on the Bonds, and the resulting coverage ratios based on the Net Revenues for FY2021, as calculated in accordance with Section 2.06 of the General Bond Ordinance are shown in the following table:

	Senior <u>Lien Bonds</u>	Junior <u>Lien Bonds</u>
Average Annual Debt Service prior to the Bonds	\$ _____	\$ _____
Average Annual Debt Service including Bonds	\$ _____	\$ _____
Average of both Senior and Junior Lien Bonds	\$ _____	\$ _____
Coverage Ratio based on FY2021 Net Revenues.	\$ _____	\$ _____

4. The payments required to be made into the various funds provided in Section 6.01 of the General Bond Ordinance are current as of this date.
5. No Event of Default under the General Bond Ordinance or under Original General Bond Resolution (as defined in the Bond Purchase Agreement), or under any series resolution or ordinance (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists as of this date.

IN FAITH WHEREOF, witness our official signatures on this, the ___ day of _____, 2022.

**CITY OF SHREVEPORT,
STATE OF LOUISIANA**

By: _____
Adrian Perkins, Mayor

By: _____
Kasey Brown, Chief Financial Officer

TITLE
AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

DATE

05/06/2021

ORIGINATING DEPT./DIV.

The Office of the City Attorney

SPONSOR OR COUNCILMEMBER

COUNCILWOMAN LEVETTE FULLER

PURPOSE

This ordinance will amend and update the processes and procedures utilized by the architectural and engineering selection committee relative to the selection of firms to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services for City projects.

This Ordinance or Resolution will have direct impact on Council District:

ALL**BACKGROUND INFORMATION**

The Architectural and Engineering (A&E) selection committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

An A&E subcommittee was convened for the purposes of discussion and implementation of an updated selection process which will give the members of the selection committee greater opportunity to make selections objectively and provide for greater transparency. These changes will provide for more even dispersion of City contracts to local qualified firms through a more streamlined and detailed qualification based selection process.

TIMETABLE

Introduction: **May 11, 2021**

Final Passage: **May 25, 2021**

SPECIAL PROCEDURAL REQUIREMENTS**FINANCES**

N/A

SOURCE OF FUNDS

N/A

CONCLUSION

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

FACT SHEET PREPARED BY:

Thea R. Scott, Deputy City Attorney

ORDINANCE NO. _____ OF 2021

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF
CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF
ORDINANCES RELATIVE TO THE ARCHITECTURAL
AND ENGINEERING SELECTION PROCESS, AND
OTHERWISE PROVIDING WITH RESPECT THERETO.**

BY COUNCIL MEMBER: LEVETTE FULLER

WHEREAS, the City of Shreveport's Architectural and Engineering Selection Committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 26, Article VI, Division 3 is hereby amended and re-enacted to read as follows:

DIVISION 3. - ARCHITECTURAL AND ENGINEERING SERVICES

Sec. 26-241. - Purpose.

The purposes of this division are to assure that the city selects qualified firms to provide it with architectural, engineering, interior design, construction management, land surveying and landscape architectural services in an open and competitive manner and to provide that firms whose primary business address is in the Shreveport-Bossier metropolitan area are selected to provide these services when they are properly qualified and are experienced in the type of work needed by the city.

(Ord. No. 203, 1996, 3-11-97)

Sec. 26-242. - Definitions.

For the purposes of this division, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

A/E selection committee means the architectural and engineering selection committee created under the provisions of this division.

Architect means any person registered and licensed to practice architecture under the laws of the state of Louisiana.

Architectural/engineering (A/E) professional service means services that are required to be performed by a person or entity of is licensed, registered or certified to perform those services. These services are of an architectural, engineering, interior design, land surveying, construction management or landscape architectural

nature plus incidental services that members of these professions and their employees may logically or justifiably perform. A/E services shall include the following specific but nonexclusive list of services:

- (1) Feasibility studies, project master plans, environmental impact studies or assessments, space studies, preparation of applications for funding, analyses of overhead, operations and maintenance expenses, the preparation of cash flow analyses, rate schedules and economic analyses and such other study and evaluation documents as may be needed for a project;
- (2) Design services to provide drawings, plans, specifications and cost estimates for construction which may include program development, energy analysis, interior design and landscaping;
- (3) Construction layout and staking services;
- (4) Observation and inspection of project construction;
- (5) Construction manager/advisor services, as defined herein;
- (6) Special supplementary work items such as surveys, models, displays or presentations;
- (7) Participation in structured independent review processes, including, but not limited to, cost estimating, project peer review, value engineering and constructability reviews.

City means the City of Shreveport, Louisiana, its departments and subdepartments and the city's agencies, boards and commissions.

City's agencies, boards and commissions means agencies, boards and commissions that are controlled by or dependent on the city's executive and legislative branches, as well as the metropolitan planning commission.

Construction manager/advisor means a design professional who assists, beyond ordinary project inspection and observation, in the management of construction projects for the city.

Design professional means any architect, engineer, interior designer, land surveyor, construction manager or landscape architect, as appropriate.

Engineer means any person registered and licensed to practice engineering under the laws of the state of Louisiana.

Interior designer means any person registered as an interior designer under the laws of the state of Louisiana or any unlicensed person who provides similar services.

Land surveyor means any person registered and licensed to conduct land surveying under the laws of the state of Louisiana.

Landscape architect means any person registered and licensed to practice landscape architecture under the laws of the state of Louisiana.

Mayor means the duly-elected mayor of the city or the mayor pro tem when vested with the powers of the office of the mayor.

Project means the description of work as described in the announcement published in the official journal as described in this division.

User agency means the city department, board, commission or authority or public utility undertaking a

specific project.

(Ord. No. 203, 1996, 3-11-97)

Sec. 26-243. - Architectural and engineering (A/E) selection committee

The competitive selection process for A/E professional services shall be conducted by an eleven (11) member A/E selection committee.

(a) Director-Members. There shall be five (5) members of the A/E selection committee as follows: The directors of public works, water and sewerage, airports, and the city engineer and the director of the Fair Share Program.

(b) Citizen-Members. The mayor shall appoint the following three (3) citizen members to the A/E selection committee subject to their confirmation by the city council:

(1) Business or Finance - One (1) citizen, who is not a city employee and who holds or has retired from executive or managerial positions in the business or financial community.

(2) Architect - One (1) architect who is not a city employee, who resides in Caddo Parish and who is recommended the Shreveport Chapter of the American Institute of Architects.

(3) Engineer - One (1) engineer who is not a city employee, who resides in Caddo Parish and who is recommended by the Shreveport Chapter of the American Society of Engineers or the Shreveport Chapter of the Louisiana Engineering Society.

(4) These citizen members may serve two (2) consecutive three-year terms from the confirmation of their appointment and until their respective successors are qualified, appointed and confirmed. No citizen appointee shall serve a third consecutive term.

(5) The citizen appointees including the architect and the engineer, and their employing firms, if appropriate, shall not be eligible to compete for city A/E contracts or be employed by or be a subcontractor to an A/E firm awarded a contract through the A/E selection process (1) while serving on the A/E selection committee; and (2) for six months after their term of service has ended, and for any additional period of time required by applicable law, including the Louisiana Code of Governmental Ethics.

(c) City Council-Members. The chairperson of the city council and their city council member designee shall serve as members of the A/E selection committee.

(d) Six voting members of the A/E selection committee, including at least two of the members named in subsections (b) and (c) above shall constitute a quorum.

(e) The committee members shall select a chairman who shall serve a one-year term or until their respective successor is elected. An election for chairman shall be held each year.

(f) The purchasing agent shall serve as a nonvoting member of the A/E selection committee and shall maintain its records.

(g) When the user agency for a specific project is not otherwise represented on the A/E selection

committee or when specialized expertise is desired by the committee, the mayor may designate one or more persons to serve as nonvoting members of the committee while it considers matters related to that specific project.

Sec. 26-244. - Architectural and engineering contract amount

- (a) This process shall apply to all architectural/engineering (A/E) professional services contracts negotiated by any city agency, board, commission or authority when the initial amount of the contract exceeds \$100,000.00 or when the initial amount of the contract is less than \$100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds \$100,000.00.
- (b) All contracts for A/E professional services where the initial amount of such contract exceeds \$100,000.00 or when the initial amount of the contract is less than \$100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds \$100,000.00 shall be selected on a competitive basis based on the qualifications of the firm, its employees or individual design professionals and any other relevant criteria, except that price shall not become a factor until after selection.

Sec. 26-245. - Architectural and engineering selection process.

- (a) It shall be the policy of the city to publicly announce all requirements for the competitive selection of A/E professional services and to negotiate contracts for those services on the basis of demonstrated competency, qualifications.
- (b) When it is determined that the city needs to obtain A/E services, the mayor shall require that the announcement for such services be published in the official journal, transmitted via the City's electronic bid notification and procurement system, published on the official website for the City of Shreveport and mailed to each member of the city council. This announcement shall invite all interested parties to submit within a specified time (minimum of 25 calendar days) letters of interest in being selected for this specific project, together with a Form SF 330 describing the firm or individual's experience related to the project and such other information as the announcement may specify. The notice shall contain a general description of the project and an estimated fee range for the contract, if known. These submittals shall include the relevant pages of the SF 330 form and any information which is deemed relevant by the A/E firm or which has been requested in the city's official notification. They should include a description of the firm's experience on similar projects, its current workload with the city, and (when known) the personnel who the firm intends to assign to the project.
- (c) The A/E selection committee may conduct interviews with up to five of the submitting firms if it

finds that such interviews are warranted and will assist in the selection process. When interviews are held, no member or representative of a submitting firm or individual for the project under consideration who is not being interviewed shall be present.

- (d) Once the A/E selection committee has evaluated all of the submittals received relative to a project, it shall recommend up to three firms to the mayor and shall submit the list of firms in order of preference.
- (e) For all contracts, the mayor shall then select any one of the firms recommended to him by the A/E selection committee and direct the relevant department, agency or commission to negotiate a contract with the selected firm for services for a fee or at rates of pay fair to both parties.
- (f) Once the mayor has selected an A/E firm from the list submitted to him by the A/E selection committee, the committee shall notify all firms which submitted letters of interest on the project of the selection which has been made.
- (g) Should the mayor or his designee be unable to negotiate a satisfactory contract with any one of the firms or individuals recommended by the A/E selection committee, negotiations with that firm or individual shall be terminated and the A/E firm or individual notified in writing of the reason(s) therefor. The mayor may then direct the appropriate persons to negotiate with either one of the remaining A/E firms recommended for the project by the A/E selection committee. If the mayor is unable to reach a satisfactory agreement with any of the firms recommended by the A/E selection committee for a project then the A/E selection committee shall be required to reopen the selection process by publishing a new announcement as required by subsection (9) herein and submit a new list of firms to the mayor.
- (h) The mayor shall cause the A/E selection committee to:
 - (1) Provide notice and an agenda of all meetings to each Council Member at the time committee members are notified;
 - (2) Provide each council member with a copy of the minutes of each meeting which shall include all recommendations of the committee, and
 - (3) Produce a report for the council and to deliver to the clerk of council by April 1, July 1, October 1, and January 1 for the prior three months showing the names of the A/E firms selected during the previous three months, the dollar amount of each contract, and amendments to each contract, the names of the firms submitted to the mayor and not selected for each project and other information requested by the chairman of the council or the chairman of the audit and finance committee. This report shall also include the names of A/E firms selected during the previous three months for which the initial contract amount was less than \$100,000.00, the initial dollar amounts of each contract and subsequent amendments to it and the purpose of the work. This report shall also include

the total amount of fees awarded by the city for professional services within the past four years for each firm or individual design professional providing A/E professional services.

Sec. 26-445. Evaluation Criteria

- (a) The A/E selection committee shall evaluate all submittals from A/E firms to determine the firms which it considers most qualified for and suited to perform the work.
- (b) Numerical factors ranging from one (1) to five (5) shall be assigned to the following criterion on the basis of the City's priorities and conception of the importance of each factor in the completion of a successful project:
 - (1) Capability to perform all or most aspects of the project
 - (2) Recent experience with comparable City of Shreveport projects
 - (3) Firms reputation for integrity and competence
 - (4) Fair share participation pursuant to City Code of Ordinances Secs. 2-401-426
 - (5) Key personnel's professional qualifications essential to the work to be performed
 - (6) Current workload
 - (7) Qualifications of Sub-Consultants
 - (8) Team work Location (find joint venture language)
 - (9) Understanding of program or project including potential challenges and the City's special concerns, if any
 - (10) Past performance on City projects including meeting deadlines
 - a. If there has been no performance on past City projects, the City may solicit past performance information from all available sources including, references and clients identified by the firm.
 - b. References other than those identified by the firm may be contacted and considered in the evaluation process.
 - (11) Location of assigned staff office relative to project
- (c) The political activities of a design professional or firm of design professionals, including support for or against a candidate for city elective office, shall not be a consideration in the selection process.

Sec. 26-246. – Prequalification

- (a) Firms or individual design professionals wishing to be selected for professional services by the city shall submit annually to the city a statement of their qualifications and interest. General information and/or information about a firm's interest and expertise in specific project areas (streets, drainage, parks, airports, buildings, etc.) shall be submitted on a Form SF 330 (Architect-Engineer and Related Services Questionnaire) or on such other form as may provide similar

information which is acceptable to the A/E selection committee. Firms may provide updated SF 330 forms or other relevant information to the city at any time. All firms or individual design professionals with current SF 330 Forms on file will be sent a notification of public announcement for each project via the City's electronic bid notification and procurement system.

Sec. 26-246. – Prohibited Communications Prior to Selection

- (a) There shall be a prohibition on communications by all submitting firms and/or their representatives with City staff, the Mayor and staff, council members and staff and members of the selection committee at any time prior to the selection of a firm for professional services.
- (b) This does not apply to oral communications at pre-submittal conferences, oral presentations before the selection committee, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning the competitive selection process.

Sec. 26-247. – Post project evaluation

A post project evaluation shall be conducted following completion of any project for which an award has been made by the A/E committee. Post project evaluations shall be utilized in a firm's evaluation for any future projects pursuant to Sec. 26-445(b)(10). The following criterion may be considered in post project evaluations:

- (a) Planned duration of awarded project vs. actual duration of awarded project
- (b) Project efficiency and timeliness of completion
- (c) Causes for any delay in the completion of the awarded project, if any
- (d) Budgeted or planned cost for awarded project vs. actual cost for awarded project
- (e) Reasons for increased costs, if any
- (f) Quality of work performed
- (g) Compliance with specifications of project
- (h) Adherence to all local, state and federal regulations during the completion of the awarded project
- (i) Compliance with all local, state and federal safety regulations during the completion of the awarded project
- (j) Ability to address foreseeable and unforeseeable risks during the completion of the awarded project

Secs. 26-248—26-264. - Reserved.

BE IT FURTHER ORDAINED that the remainder of Chapter 26, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof

is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

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

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<u>TITLE</u> An ordinance to amend Chapter 58, Article IV, Division 1 and Chapter 78, Article VIII, Division 1 of the City of Shreveport, Louisiana, Code of Ordinances relative to litter and dumping, and to otherwise provide with respect thereto.	<u>DATE</u> November 9, 2021	<u>ORIGINATING DEPARTMENT</u> <u>COUNCIL DISTRICT</u> City-wide <u>SPONSORS</u> Councilmembers James Green and Tabatha Taylor
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PURPOSE
This ordinance amends the penalties in Sec. 58-118 and Sec. 78-322 of the Code of Ordinances.

BACKGROUND INFORMATION
This ordinance increases the maximum penalty for littering in Chapter 58; the fine increases from \$1,000.00 to \$1,500.00, imprisonment from 10 days to 30 days, and community service from four to twelve eight-hour days. In addition, the maximum penalty for littering on vacant lots is increased to \$2,500 for a first offense and \$5,000.00 for a second or subsequent offense, imprisonment is increased to 60 days, and community service to twenty-four eight-hour days.

This ordinance also increases the maximum penalty for littering and dumping in Chapter 78; the fine increases from \$500.00 to \$1,500.00, imprisonment from 10 days to 30 days and community service from four to twelve eight-hour days.

<u>TIMETABLE</u> Introduction: November 9, 2021 Final Passage: December 14, 2021	<u>ATTACHMENTS</u> None
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SPECIAL PROCEDURAL REQUIREMENTS
NA

<u>FINANCES</u> NA	<u>SOURCE OF FUNDS</u> NA
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ALTERNATIVES
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION
Councilmembers James Green and Tabatha Taylor recommend that the City Council adopt this ordinance.

FACT SHEET PREPARED BY: Danielle A. Farr Ewing,
Clerk of Council

ORDINANCE NO. _____ OF 2021

AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE IV, DIVISION 1 AND CHAPTER 78, ARTICLE VIII, DIVISION 1 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES RELATIVE TO LITTER AND DUMPING, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY COUNCILMEMBERS: JAMES GREEN AND
TABATHA TAYLOR**

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 58 – Nuisances, Article IV. Litter, Division 1. Generally, Sec. 58-118 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

Sec. 58-118. Penalty for violations of article.

Any person convicted of violating the provisions of this section shall be punished by a fine not to exceed \$1,500.00 or imprisonment for not more than thirty days, or both. In lieu of imprisonment, such person may be required to perform up to twelve eight-hour days picking up trash or refuse, or performing other court-approved community service activities. Except, any person convicted of violating Sec. 58-138 shall be punished by a fine not to exceed \$2,500.00 for the first offense, a fine not to exceed \$5,000.00 for the second or any subsequent offense, or imprisonment for not more than sixty days, or both. In lieu of imprisonment, such person may be required to perform up to twenty-four eight-hour days picking up trash or refuse, or performing other court-approved community service activities. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

BE IT FURTHER ORDAINED that Chapter 78 – Streets, Sidewalks and Other Public Places, Article VIII. Cross Lake, Division 1. Generally, Sec. 78-322 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

Sec. 78-322. Littering or dumping prohibited; penalty.

* * *

(b) Any person convicted of violating the provisions of this section shall be punished by a fine not to exceed \$1,500.00 or imprisonment for not more than thirty days, or both. In lieu of imprisonment, such person may be required to perform up to twelve eight-hour days picking up trash or refuse, or performing other court-approved community service activities.

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.

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	1/20/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilmen Grayson Boucher and John Nickelson

PURPOSE

To move funds from GF Operating Reserves to fund the Gingerbread House
This Ordinance or Resolution will have direct impact on
Council District:

TIMETABLE

Introduction: **January 25, 2022**

Final
Passage: **February 8, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$30,000

SOURCE OF FUNDS

| GF Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE
GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT
THERETO**

BY: Councilmen Grayson Boucher and John Nickelson

WHEREAS, the City Charter provides for the amendment of any previously adopted budget; and

WHEREAS, the City Council finds it necessary to amend the 2022 budget for the General Fund to adjust appropriations, reflect current revenue estimates 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. 154 of 2021, the 2022 budget for the General Fund, is hereby amended as follows:

In Section 2 (Appropriations):

General Government

Decrease Operating Reserves by \$30,000

Police Department

Increase Other Charges by \$30,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 154 of 2021 shall remain unchanged and in full force and effect.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u> January 21, 2022	<u>ORIGINATING DEPARTMENT</u> <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u>
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PURPOSE
To amend the 2022 General Fund Budget.

The purpose of this ordinance is to correct the amount budgeted to cover the 13% increase to base pay for Shreveport Fire Department Municipal Civil Service Personnel.

<u>TIMETABLE</u> Introduction: January 25, 2022 Final Passage: February 8, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCE</u> S -\$1,330,900	<u>SOURCE OF FUNDS</u> General Fund
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ALTERNATIVES
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION
It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY: Annette Cash, Interim ACAO

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City Council finds it necessary to amend the 2022 General Fund Budget.

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

Ordinance Number 154 of 2021, the 2022 General Fund Budget, is hereby amended as follows:
In Section 1. (Receipts):

In Section 2. (Appropriations):

General Government

Increase Operating Reserves by \$1,330,900

Fire

Decrease Personal Services by \$1,330,900

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 154 of 2021 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 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.

THUS, DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<p><u>TITLE</u> An ordinance amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.</p>	<p><u>DATE</u> January 11, 2022</p>	<p><u>ORIGINATING DEPARTMENT</u> Department of Public Works, Engineering Division <u>CITY COUNCIL DISTRICT</u> All <u>SPONSOR</u></p>
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PURPOSE
Act #485 of 2021 has granted the City of Shreveport State Capital Outlay funding in the amount of \$500,000 to address roads in State District #3. This ordinance will allow the City to leverage State funding by acting as a partial match to the Facility Planning and Control Project, allocating \$170,000 to the newly created District 3 Road Rehabilitation Project.

BACKGROUND INFORMATION
Ordinance 170 of 2021 adopted the 2022 Streets Special Revenue Fund Budget.

<p><u>TIMETABLE</u> Introduction: January 25, 2022 Final Passage: February 8, 2022</p>	<p><u>ATTACHMENTS</u> NA</p>
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SPECIAL PROCEDURAL REQUIREMENTS
None

<p><u>FINANCES</u> Decrease Operating Reserves by \$170,000. Establish increase transfer to capital by \$170,000.00 (Project C22003)</p>	<p><u>SOURCE OF FUNDS</u> Streets Special Revenue Fund</p>
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ALTERNATIVES
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION
It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY: Stephen Terese
Department of Public Works
Engineering

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE CITY OF SHREVEPORT, LOUISIANA 2022 STREETS SPECIAL REVENUE FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City Council provides for the amendment of any previously adopted budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Ordinance No. 170 of 2021, the 2022 Streets Special Revenue Fund Budget, is hereby amended as follows:

In Section 2 (Appropriations)

Decrease Operating Reserves by \$170,000.00

Establish increase transfer to capital (C22003) by \$170,000.00

BE IT FURTHER ORDAINED that the remainder of Ordinance 170 of 2021, 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 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.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> An ordinance amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	<u>DATE</u> January 6, 2022	<u>ORIGINATING DEPARTMENT</u> Public Works <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u> Public Works, Engineering Division
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PURPOSE
To modify funds in project C22003, District 3 Road Rehabilitation, Planning and Construction.

BACKGROUND INFORMATION

Act #485 of 2021 has granted the City of Shreveport State Capital Outlay funding in the amount of \$500,000 to address roads in State District #3. This ordinance will allow the City to leverage State funding by acting as a partial match to the Facility Planning and Control project, allocating \$170,000 to the newly created District 3 Road Rehabilitation, Planning and Construction project.

<u>TIMETABLE</u> Introduction: January 25, 2022 Final Passage: February 8, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS

None

<u>FINANCE</u> S Budget Amendment: \$170,000 INCREASE to Project C22003 (District 3 Road Rehabilitation)	<u>SOURCE OF FUNDS</u> Streets Special Revenue Fund
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ALTERNATIVES

(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION

The Department of Engineering and Environmental Services recommends adoption of this Ordinance.

FACT SHEET PREPARED BY: Stephen Terese,
Department of Public Works
Engineering

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE AMENDING THE CITY OF SHREVEPORT,
LOUISIANA, 2022 CAPITAL PROJECTS FUND BUDGET,
APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND
TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

WHEREAS, the City Council provides for the amendment of any previously adopted budget, and

WHEREAS, the City Council finds it necessary to amend the 2022 Capital Projects Fund Budget to adjust appropriations and for other purposes.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Shreveport, in due, regular and legal session convened, that Ordinance No. 152 of 2021, the 2022 Capital Projects Fund Budget, be further amended and re-enacted as follows:

In Program C (Street Improvements):

Increase Project C22003, District 3 Road Rehabilitation, Planning and Construction by \$170,000.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 152 of 2021, as amended, shall remain in full force and effect.

BE IT FURTHER ORDAINED that if any provisions 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.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	01/19/2022	Department of Community Development
		<u>COUNCIL DISTRICT</u>
		All
		<u>SPONSOR</u>

PURPOSE

To amend the 2022 Community Development Special Revenue Fund Budget to reflect funding donated by the Mayor's for a Guaranteed Income Coalition to support the Shreveport Guaranteed Income pilot program.

BACKGROUND INFORMATION

Funding in the amount of \$500,000 is being provided by the Mayor's for a Guaranteed Income Coalition (MGI) to support and fund the Shreveport Guaranteed Income Pilot Program in accordance with the terms of a Memorandum of Understanding authorized for execution by the City on September 28, 2021.

<u>TIMETABLE</u>		<u>ATTACHMENT(S)</u>
Introduction:	January 25, 2022	None.
Final Passage:	February 8, 2022	

SPECIAL PROCEDURAL REQUIREMENTS

[N/A]

<u>FINANCES</u>	<u>SOURCE OF FUNDS</u>
\$500,000	Mayor's for a Guaranteed Income Coalition

ALTERNATIVES

(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Thea R. Scott, Community Development

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City Council finds it necessary to amend the 2022 Community Development Special Revenue Fund Budget.

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

Ordinance Number 157 of 2021, the 2022 Community Development Special Revenue Fund Budget is hereby amended as follows:

In Section 1. (Receipts):

Fiscal Year 2022 Funds	
Shreveport Guaranteed Income Program - Establish	\$500,000
Grand Total:	\$500,000

In Section 2. (Appropriations):

Fiscal Year 2022 Funds	
Comm Dev Admin	\$500,000
Shreveport Guaranteed Income Program - Establish	
Grand Total:	\$500,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 157 of 2021 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 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.

THUS, DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<u>TITLE</u> AN ORDINANCE DECLARING THE CITY’S INTEREST IN DECLARING CERTAIN LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN LAND TO VOLUNTEERS OF AMERICA OF NORTH LOUISIANA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	<u>DATE</u> 1/18/2022	<u>ORIGINATING DEPARTMENT</u> Department of Community Development <u>CITY COUNCIL DISTRICT</u> A <u>SPONSOR</u>
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PURPOSE
The City of Shreveport Department of Community Development is requesting authorization to surplus and donate certain property located in the Allendale-Lakeside neighborhoods to Volunteers of America for the purpose of developing affordable multigenerational housing.

BACKGROUND INFORMATION
The Department of Community Development desires to donate certain property to Volunteers of America of North Louisiana for the purpose of developing the Antoine Park Place Community. The proposed community will provide for approximately 12 one-bedroom rental units and will primarily serve low to moderate income adults in the Allendale-Lakeside community. This development is intended to provide recreational programming, activities, amenities and other essential services to residents of this community.

Volunteers of America of North Louisiana has requested donation of this property to develop, manage and construct this project with the aim of aligning with the purposes and vision of Shreveport’s Choice Neighborhoods.

<u>TIMETABLE</u> Introduction: January 25,2022 Final Passage: February 22, 2022	<u>ATTACHMENT(S)</u> Exhibit “A” Legal Descriptions and Property Map
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SPECIAL PROCEDURAL REQUIREMENTS
LSA-R.S. 33-4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

<u>FINANCES</u> N/A	<u>SOURCE OF FUNDS</u> N/A
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ALTERNATIVES
(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

RECOMMENDATION
It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY: Thea R. Scott,
Department of Community Development
Bureau Chief of Admin.

ORDINANCE NO. _____ OF 2022

AN ORDINANCE DECLARING THE CITY'S INTEREST IN DECLARING CERTAIN LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN LAND TO VOLUNTEERS OF AMERICA OF NORTH LOUISIANA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the City of Shreveport, possesses and owns title to certain property identified as:

1. LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.
2. LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18
3. LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17
4. LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13
5. LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20
6. LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21
7. S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37

WHEREAS, the Volunteers of America of North Louisiana is a not-for-profit community-based development organization and satisfies the criteria as it relates to providing housing opportunities benefiting low and moderate income persons; and

WHEREAS, the donation must be used to provide permanent housing for low and moderate income families and seniors within one year after execution of this agreement, or for such longer period of time as determined to be appropriate by the City; and

WHEREAS, the said property is not needed by the City for a public purpose and should therefore be declared to be surplus property; and

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

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

1. LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.
2. LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18
3. LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17
4. LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13
5. LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20
6. LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21
7. S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37

are hereby declared to be surplus property and not needed by the City of Shreveport for public purpose.

BE IT FURTHER ORDAINED, that the City of Shreveport is hereby authorized to donate the aforementioned property to Volunteers of America of North Louisiana in its “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport, in accordance with all applicable state law, city ordinances, and deed restrictions.

BE IT FURTHER ORDAINED that the Mayor of the City of Shreveport is authorized to execute and deliver, for and on behalf of the City of Shreveport, any and all documents relative to the donation of the property to Volunteers of America, Inc. after review and approval of such document(s) by the Office of the City Attorney, and to do any and all things necessary and incidental to carry out the authorization expressed in this ordinance relative to donation of the said 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 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.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

STATE OF LOUISIANA

PARISH OF CADDO

ACT OF DONATION

BE IT KNOWN that before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

CITY OF SHREVEPORT, (EIN: 72-6001326), a political subdivision of the State of Louisiana, whose mailing address is 505 Travis Street, Shreveport, Louisiana, 71101, herein represented by Adrian Perkins, Mayor, duly authorized to act pursuant to Ordinance Number _____ of _____, a certified copy of which is attached hereto and made a part of, hereinafter referred to as "Donor." and;

AND

VOLUNTEERS OF AMERICA OF NORTH LOUISIANA, (EIN: _____), a private non-profit corporation authorized to do business in the State of Louisiana, whose mailing address is 360 Jordan Street, Shreveport, Louisiana 71101, herein represented by _____, its duly authorized _____ (hereinafter referred to as "Donee"),

who declared that the City of Shreveport does by these presents irrevocably donate, grant, convey, transfer; set over, assign, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners and vendors, and deliver unto Donee, the following described properties to-wit:

1. LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.
2. LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18
3. LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17
4. LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13
5. LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20
6. LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21
7. S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37

TO HAVE AND TO HOLD, the herein described Property unto Donee, its heirs,

successors and assigns forever subject however to all covenants, restrictions, reservations and other matters of record in the real property records of Caddo Parish, Louisiana or contained herein. This conveyance is made by Donor and accepted by Donee without any warranty, express or implied.

Except as set forth hereinbelow, the Donor waives and forever renounces any right of revocation of this donation, in whole or in part, and the Donor does forever divest itself of any present or future interest in or control or dominion over the property donated herein.

The Donee acknowledges and agrees with the Donor that the Donee is accepting the property in an "AS IS" condition, with all faults, liabilities, defects or other adverse matters that may be associated with the property.

Without in any way limiting the generality of the foregoing, the Donee specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Donor with respect to the title to the property, the condition of the property, either patent or latent, the ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or occupancy of the property, and/or certificates of compliance for the property, the actual or potential income or profits to be derived from this property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal state or local environmental protection, 2 pollution or land use laws, rules, regulations or requirements, and any other state of facts which exists with respect to the property. Notwithstanding the foregoing, Donor will reasonably cooperate and assist Donee in effort to cure title problems, if any, and to obtain building permits and occupancy permits in furtherance of the goal of providing safe, affordable housing to the citizens of the City of Shreveport.

Donee hereby waives and releases Donor from any and all claims, demands, and suits arising out of any environmental pollution, hazardous waste, or hazardous substance as the terms "environmental pollution," "hazardous waste," and "hazardous substance" are defined by any federal, state or local law, rule, regulation or requirement, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants, and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expense whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for bodily injury, including death, personal injury and property damage, arising out of, in connection with, or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall further defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expenses whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for any environmental

pollution, hazardous waste, or hazardous substance as the terms “environmental pollution,” “hazardous waste” and hazardous substance” are defined by any federal, state or local law, rule, regulation or requirement arising out of, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

Donee hereby covenants and agrees not to utilize the property described herein but for the purpose specified in this agreement. Donee agrees that it will not be able to sell, transfer, sublease or to otherwise dispose of the property subject to this project, or any portion thereof, without obtaining the prior written consent of the City.

Notwithstanding any provision contained in this Act of Donation to the contrary, this donation is made subject to the following suspensive conditions. Should Donee fail to comply with the suspensive conditions, this Act of Donation shall be rescinded and the property shall revert to the Donor without any penalty or expense to Donor:

- 1) The donation must be used to meet the national objectives in 570.208 until five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;
- 2) Donee shall abide by all local, state, and federal statutes, rules, requirements, regulations, ordinances applicable to this agreement and HUD Assurances and Certifications, where applicable.
- 3) Donee shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief nor make it a condition of service.
- 4) The Donee may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which has been approved in this agreements unless otherwise approved by the City.
- 5) Donee shall commence the construction activities on said property within twelve (12) months of the execution of this Act of Donation, and also complete the work and provide homeownership to a low and moderate income, family, or senior within one (1) year of the execution of this Act of Donation. All work shall be performed in accordance with federal, state, and local laws and regulations. Donee shall provide Donor with a monthly status report throughout the implementation period; and
- 6) Donee shall use the property donated herein as stated above, and shall have up to six (6) months, after completion of construction to sell the property to a qualified individual or entity. Donee shall provide Donor with an annual report no later than December 31st of each year, setting forth the disposition of the property, beneficiary information, and any relative data requested by Donor.

The Donee hereby accepts this donation with gratitude and acknowledges delivery and possession thereof.

Donee takes the Property subject to all taxes which may be due and agrees to pay all taxes which may be due or hereafter become due against any or all of the Property conveyed herein.

This Act of Donation is passed before me, Notary, without a request for examination of title and none was made by me. The description herein was furnished to me, Notary, by the parties. The parties hereby waive any conveyance, mortgage and any other certificates and relieve and release me, Notary, from any and all responsibilities in connection therewith.

THUS DONE AND SIGNED in Shreveport, Louisiana on the _____ day of _____, 2022, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

CITY OF SHREVEPORT

Adrian Perkins, Mayor

Notary Public

THUS DONE AND SIGNED in Shreveport, Louisiana on the _____ day of _____, 2022, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

**VOLUNTEERS OF AMERICA
OF NORTH LOUISIANA**

Print: _____

Notary Public

Property Owner	Physical Address	Legal Description	Type	Lots	Acreage	Land Value	Bldg Value	Total Value
City of Shreveport	1642 POLAND ST	LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.	(RV) Res. Vacant	2.00	0.1595	\$6,715.00	\$0.00	\$6,715.00
City of Shreveport	1618 POLAND ST	LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18	(RV) Res. Vacant	2.00	0.1518	\$6,320.00	\$0.00	\$6,320.00
City of Shreveport	70788 NONE	LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17.	(RV) Res. Vacant	6.00	0.4466	\$18,960.00	\$0.00	\$18,960.00
City of Shreveport	1652 POLAND ST	LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13	(RV) Res. Vacant	1.00	0.0729	\$3,160.00	\$0.00	\$3,160.00
City of Shreveport	1641 POLAND ST	LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20	(RV) Res. Vacant	1.00	0.1133	\$3,960.00	\$0.00	\$3,960.00
City of Shreveport	0 Poland	LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21	(RV) Res. Vacant	1.00	0.1128	\$3,960.00	\$0.00	\$3,960.00
City of Shreveport	808 PIERRE AVE	S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37	(RV) Res. Vacant	2.00	0.2199	\$7,920.00	\$0.00	\$7,920.00



FACT SHEET

<p><u>TITLE</u> An ordinance to amend and repeal sections in Chapter 70 Planning and Development of the City of Shreveport, Louisiana, Code of Ordinances relative to Shreveport Metropolitan Planning Commission of Caddo Parish and to otherwise provide with respect thereto.</p>	<p><u>DATE</u> January 25, 2022</p>	<p><u>ORIGINATING DEPARTMENT</u> Office of the City Attorney <u>COUNCIL DISTRICT</u> City-wide <u>SPONSOR</u></p>
<p><u>PURPOSE</u> To amend and repeal sections of City Code Chapter 70 relative to Shreveport Metropolitan Planning Commission of Caddo Parish.</p>		
<p><u>BACKGROUND INFORMATION</u> Currently, the City ordinances relative to the Shreveport Metropolitan Planning Commission are contrary to recently passed legislation on the same matter. The proposed revisions will bring our current ordinances into compliance with those laws recently enacted by the Louisiana State Legislature.</p>		
<p><u>TIMETABLE</u> Introduction: January 25, 2022 Final Passage: February 8, 2022</p>	<p><u>ATTACHMENTS</u> Exhibit "A" Act No. 294 of the 2020</p>	
<p><u>SPECIAL PROCEDURAL REQUIREMENTS</u> NA</p>		
<p><u>FINANCES</u> NA</p>	<p><u>SOURCE OF FUNDS</u> NA</p>	
<p><u>ALTERNATIVES</u> (1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.</p>		
<p><u>RECOMMENDATION</u> It is recommended that the City Council adopt the ordinance.</p>		
<p><u>FACT SHEET PREPARED BY:</u> Danielle N. Brown, Assistant City Attorney</p>		

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND AND REPEAL SECTIONS IN CHAPTER 70 PLANNING AND DEVELOPMENT OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES RELATIVE TO SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, during the 2020 Regular Session of the Louisiana State Legislature passed House Bill 697 and it was subsequently signed by the Governor, becoming effective January 1, 2022;

WHEREAS, upon the signature of the Governor, House Bill 697 became Act No. 294;

WHEREAS, Act No. 294, among other things, removes the territory of Caddo Parish from the jurisdiction of the Shreveport Metropolitan Planning Commission of Caddo Parish and makes the makeup of the commission entirely of members confirmed by the Shreveport City Council, who live within the municipality;

WHEREAS, Act No. 294 requires amendment to various sections of the City of Shreveport's metropolitan planning commission ordinances, located in Chapter 70, Article II of the City's Code of Ordinances;

WHEREAS, Act No. 294 also requires the repeal of all of the sections of the City of Shreveport's metropolitan planning commission ordinances, located in Chapter 70, Article III of the City's Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Chapter 70, Article III – Regional Planning be hereby repealed;

BE IT FURTHER ORDAINED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Chapter 70, Article II – Metropolitan Planning Commission be hereby amended to now read as follows:

ARTICLE II. – METROPOLITAN PLANNING COMMISSION

* * *

Sec. 70-27. Created, composition, etc.

Pursuant to provisions of Act 294 of 2020, there is hereby created the Shreveport Metropolitan Planning Commission of Caddo Parish, the membership of which and the appointment and terms of its members shall be as provided in such act.
(Code 1971, § 27-17)

* * *

Sec. 70-28. General powers and duties.

The powers, duties and authority of the metropolitan planning commission, as imposed, conferred and delegated to such commission by city ordinances, the Charter of the city, and by Act 294 of 2020, are hereby granted, conferred and imposed upon such commission.

* * *

Sec. 70-29. Assumption of powers and duties of city planning commission.

All of the duties, obligations, powers and authority presently conferred upon the city planning commission by city ordinances, which are not in conflict with Act 294 of 2020, are hereby granted, conferred, transferred and imposed upon the metropolitan planning commission, effective as of January 1, 2022..
(Code 1971, § 27-19)

* * *

Secs. 70-30—70-90. Reserved.

* * *

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.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ACT No. 294

2020 Regular Session

HOUSE BILL NO. 697

BY REPRESENTATIVE MCCORMICK

1 AN ACT

2 To amend and reenact Subpart D of Part IV of Chapter 1 of Title 33 of the Louisiana
3 Revised Statutes of 1950, comprised of R.S. 33:140.1 through 140.36, relative to the
4 Shreveport Metropolitan Planning Commission of Caddo Parish; to remove the
5 territory of Caddo Parish from the jurisdiction of the commission; to remove the
6 powers granted to the governing authority of Caddo Parish to participate in
7 commission functions; and to provide for related matters.

8 Notice of intention to introduce this Act has been published
9 as provided by Article III, Section 13 of the Constitution of
10 Louisiana.

11 Be it enacted by the Legislature of Louisiana:

12 Section 1. Subpart D of Part IV of Chapter 1 of Title 33 of the Louisiana Revised
13 Statutes of 1950, comprised of R.S. 33:140.1 through 140.36, is hereby amended and
14 reenacted to read as follows:

15 SUBPART D. SHREVEPORT METROPOLITAN PLANNING

16 §140.1. General purposes

17 A. It is the purpose and intent of this ~~Sub-Part~~ Subpart to authorize
18 metropolitan planning in the ~~City~~ city of Shreveport ~~and its environs~~ and to provide
19 for the creation, organization, powers and duties of a metropolitan planning
20 commission; for the regulation of the subdivision of land in the metropolitan
21 planning area, as defined ~~herein~~ in this Subpart; for the making and adoption of an
22 official map or maps to preserve the integrity of the major street plan and other plans
23 by the regulation of buildings in mapped streets; for the making and adoption of a
24 zoning plan and zoning ordinance or ordinances; for the adoption of ordinances

1 prescribing minimum construction, health, and sanitation standards to prevent the
 2 spread of slums and to encourage and assist public and private agencies,
 3 corporations, and individuals in the rehabilitation and redevelopment of blighted
 4 areas; and for the adoption of other plans, ordinances, and measures to effectuate the
 5 purposes of this ~~Sub-Part~~ Subpart.

6 B. It is the intent of this ~~Sub-Part~~ Subpart to provide for the planning and the
 7 effectuation of plans for the orderly physical development of the metropolitan
 8 planning area as a whole. ~~To this end provision is made for unified planning of the~~
 9 ~~area within the City of Shreveport and environs, and, further, provision is made for~~
 10 ~~joint or correlated action by the City Council of the City of Shreveport and the Police~~
 11 ~~Jury of Caddo Parish in the adoption of ordinances or other measures to effectuate~~
 12 ~~such unified plans.~~

13 ~~§140.2. Separate actions by city and parish~~

14 ~~A. Where joint or correlated legislative action is required, as above provided,~~
 15 ~~it is contemplated in this Sub-Part that such joint or correlated legislative action will~~
 16 ~~be taken within a reasonable time after the submission of such ordinances or other~~
 17 ~~measures to the City Council or the Police Jury by the planning commission.~~

18 ~~B. In the event such legislative action is not taken by either the City Council~~
 19 ~~or the Police Jury, nothing in this Sub-Part shall be construed to prohibit, prevent,~~
 20 ~~or impair the other from taking such action unilaterally with respect to the territory~~
 21 ~~within its lawful jurisdiction, provided, that in such case either the City Council or~~
 22 ~~Police Jury, as the case may be, that has failed to take such legislative action shall~~
 23 ~~forfeit to the other all rights and privileges with respect to joint action, such as~~
 24 ~~appointment of members of the board of appeals, and such rights and privileges shall~~
 25 ~~remain forfeited until such time as the joint or correlated action contemplated is~~
 26 ~~taken.~~

27 ~~§140.3. §140.2. Conflict with other laws~~

28 ~~A. Where~~ If other laws relating to the physical planning, zoning, airport
 29 zoning, effectuation of plans, platting, and other purposes of this ~~Sub-Part~~ Subpart
 30 are in conflict with the provisions of this ~~Sub-Part~~ Subpart, the provisions of this

1 ~~Sub-Part~~ Subpart shall prevail; provided, however, that where such other laws or
 2 provisions thereof provide for other and additional duties, powers, authority, and
 3 responsibility, such other laws shall be applicable insofar as they are not in conflict
 4 with the provisions of this ~~Sub-Part~~ Subpart.

5 B. It is distinctly recognized, however, that should either party hereto fail to
 6 ~~take advantage of or to use the instant legislation, this Sub-Part will in no way~~ If the
 7 ~~city council fails to make use of the provisions of this Subpart, the provisions of this~~
 8 ~~Subpart shall not~~ be construed to displace, amend, supersede or affect existing
 9 planning or zoning laws or statutes of the State state of Louisiana or of ~~either~~
 10 ~~jurisdiction herein which are now in effect~~ the municipality.

11 ~~§140.4. Delegation of authority~~

12 A. ~~Where, for reasons of convenience, economy, or effectiveness in the~~
 13 ~~administration of plans, ordinances, or other measures, such as zoning, it is desired~~
 14 ~~that the City Council or Police Jury or department, bureau, or agent of either~~
 15 ~~undertake the administration of such plans, ordinances, or other measures with~~
 16 ~~respect to the territory of the other, the City Council and Police Jury are hereby~~
 17 ~~authorized and empowered to enter into such arrangement as may be mutually agreed~~
 18 ~~upon for such administration and to provide compensation therefor to the governing~~
 19 ~~body or department, bureau, or agent thereof, commensurate with the value and~~
 20 ~~extent of the administration and work involved.~~

21 B. ~~Nothing in this section shall be construed as authorizing the delegation~~
 22 ~~by the City Council or the Police Jury to the other or to any department, bureau, or~~
 23 ~~agent thereof, of the legislative authority vested by law in such governing body.~~

24 ~~§140.5. §140.3. Definitions~~

25 For the purposes of this Subpart, certain words and phrases used herein are
 26 defined as follows:

27 (1) ~~Municipal and municipality relate to the City of Shreveport, and where~~
 28 ~~appropriate to the context, to that area lying within the corporate limits of such city~~
 29 ~~as such corporate limits exist or may exist in the future.~~

1 ~~(2) City council relates to the chief legislative body of the City of~~
2 ~~Shreveport.~~

3 ~~(3) Parish relates to Caddo Parish as such parish exists today or may exist~~
4 ~~in the future.~~

5 ~~(4) Police Jury relates to the chief legislative body of Caddo Parish.~~

6 ~~(5) Planning Commission or commission means the Shreveport Metropolitan~~
7 ~~Planning Commission of Caddo Parish as provided for in R.S. 33:140.6.~~

8 ~~(6) Metropolitan planning area means the City of Shreveport and any areas~~
9 ~~outside of its boundaries which, in the commission's judgment, bear relation to the~~
10 ~~planning of the municipality; provided, however, that such metropolitan planning~~
11 ~~area shall not extend more than five (5) miles beyond the City of Shreveport as such~~
12 ~~City exists or may exist in the future.~~

13 ~~(7) Street or streets means, relates to, and includes streets, avenues,~~
14 ~~boulevards, roads, lanes, alleys and other ways.~~

15 ~~(8) Subdivision means the division of a lot, a tract, or parcel of land or a~~
16 ~~portion thereof, into two or more lots, sites, or other divisions, any one or more of~~
17 ~~which is to be platted as a lot of record for the purpose, whether immediate or future,~~
18 ~~of sale or building development, and also means resubdivision, or the consolidation~~
19 ~~of lots or tracts or portions thereof into single lots, and, when appropriate to the~~
20 ~~context, relates to the process of subdividing, as to the land or area subdivided.~~

21 (1) "City council" means the governing authority of the city of Shreveport.

22 (2) "Commission" means the Shreveport Metropolitan Planning Commission
23 of Caddo Parish as provided for in R.S. 33:140.4.

24 (3) "Metropolitan planning area" means the territory included within the
25 boundaries of the city of Shreveport.

26 (4) "Municipal" and "municipality" means the city of Shreveport.

27 (5) "Street" or "streets" mean public thoroughfares, avenues, boulevards,
28 roads, lanes, alleys, and other ways.

29 (6) "Subdivision" means the division of a lot, a tract, or parcel of land or a
30 portion thereof, into two or more lots, sites, or other divisions, any one or more of

1 which is to be platted as a lot of record for the purpose, whether immediate or future,
 2 of sale or building development, and also means resubdivision, or the consolidation
 3 of lots or tracts or portions thereof into single lots, and, when appropriate to the
 4 context, relates to the process of subdividing, as to the land or area subdivided.

5 ~~§140.6.~~ §140.4. Metropolitan planning commission; creation and appointment

6 A. ~~The City Council of the City of Shreveport and the Police Jury of Caddo~~
 7 ~~Parish~~ city council may create a commission, to be known as the Shreveport
 8 Metropolitan Planning Commission of Caddo Parish. ~~The Commission~~ commission
 9 shall consist of nine members who shall be residents and qualified voters of ~~Caddo~~
 10 ~~Parish, four (4) members appointed by the City Council of the City of Shreveport,~~
 11 ~~four (4) members appointed by the Police Jury of Caddo Parish, and one member~~
 12 ~~elected by joint action of the City Council of the City of Shreveport and the Police~~
 13 ~~Jury of Caddo Parish. The term of each member shall be six years, except that of the~~
 14 ~~members first appointed, the terms of the four (4) members appointed by the City~~
 15 ~~Council and the terms of the four (4) members appointed by the Police Jury shall be~~
 16 ~~two, four, five, and six years respectively, and the term of the member elected by~~
 17 ~~joint action of the City Council and the Police Jury shall be three years. Any vacancy~~
 18 ~~shall be filled for the unexpired term by the appointive authority, which shall have~~
 19 ~~also the authority to remove any member for cause stated in writing and after public~~
 20 ~~hearing; provided, however, that the filling of an unexpired term of the removal of~~
 21 ~~any member elected by the City Council and the Police Jury shall be done only by~~
 22 ~~the City Council and the Police Jury. All members shall serve without compensation~~
 23 the municipality.

24 B. Members shall serve six-year terms after initial terms as provided in this
 25 Subsection. One member shall serve an initial term of one year; one shall serve two
 26 years; one shall serve three years; two shall serve four years; two shall serve five
 27 years; and two shall serve six years, as determined by lot at the first meeting.

28 C. Members shall serve without compensation.

29 D. Vacancies for any reason shall be filled for the remainder of the
 30 unexpired term in the manner of the original appointment.

1 E. A member may be removed for cause stated in writing and after a public
 2 hearing.

3 ~~§140.7.~~ §140.5. Organization, rules, staff

4 A. The commission shall elect its chairman from among its members. The
 5 term of the chairman shall be one year with eligibility for reelection. The
 6 commission shall adopt rules for the transaction of business and shall keep a record
 7 of its resolutions, transactions, findings, and determinations, and the recorded vote
 8 of each member to be included, and each record shall be a public record.

9 B. The commission may appoint such employees and staff as it deems
 10 necessary for its work, and where, for convenience, economy, or effectiveness in the
 11 administration of plans, ordinances, or other measures, such as zoning, the
 12 commission desires to delegate certain authority to its employees and staff to act in
 13 its behalf, it may do so when such authority is specified in the plan, ordinance or
 14 other measure.

15 C. The commission may contract with city planners and other consultants for
 16 such services as it may require.

17 ~~§140.8.~~ §140.6. Budget

18 The commission shall prepare an annual budget of its operating expenses, the
 19 total amount of which, exclusive of gifts, shall be within the total amounts
 20 appropriated for the purpose by the ~~City Council and the Police Jury~~ city council.
 21 ~~The City of Shreveport~~ municipality shall act as fiscal agent for the commission.

22 ~~§140.9.~~ §140.7. Area of jurisdiction

23 The area of jurisdiction of the commission shall be the metropolitan planning
 24 area as defined ~~herein~~ in this Subpart. In its planning, the commission may take into
 25 consideration and may make plans for such other area as, in its judgment bears
 26 relation to the metropolitan planning area, but the plans for such other area shall not
 27 ~~in themselves or by reason of this Sub-part~~ Subpart have any legal or official status.

28 ~~§140.10.~~ §140.8. Master plan

29 A. It shall be the function and duty of the commission to make and
 30 recommend to the ~~City Council and the Police Jury~~ city council a master plan for the

1 physical development of the municipality, ~~including any areas outside of its~~
 2 ~~boundaries which, in the commission's judgment, bear relation to the planning of the~~
 3 ~~municipality.~~

4 B. The master plan, consisting of maps, plats, charts, and descriptive and
 5 explanatory matter, shall show the commission's recommendations for such physical
 6 development, and may include, among other things, the general location, character
 7 and extent of streets, bridges, viaducts, parks, parkways, waterway and waterfront
 8 developments, playgrounds, airports, and other public ways, grounds, places and
 9 spaces; the general location of public buildings, schools and school sites, and other
 10 public property; the general location and extent of public utilities and terminals,
 11 whether publicly or privately owned, for water, power, heat, light, sanitation,
 12 transportation, communication, and other purposes; the acceptance, widening,
 13 removal, extensions, re-location, narrowing, vacation, abandonment, or change of
 14 use of any of the foregoing public ways, grounds, places, spaces, buildings,
 15 properties, utilities, or terminals; a zoning plan for the regulation of the height, area,
 16 bulk, location, and use of private and public structures and premises, and of
 17 population density; the general location, character, layout, the extent of the
 18 neighborhood units and communities or groups of neighborhood units, of
 19 neighborhood and community centers; and of the general character, extent, and
 20 layout of the replanning of blighted districts and slum areas.

21 C. The commission may from time to time recommend amendments to
 22 extend or add to the plan.

23 ~~§140.11.~~ §140.9. General purpose of the plan

24 In the preparation of the master plan, the commission shall make careful and
 25 comprehensive surveys and studies of the existing conditions and probable future
 26 growth of the ~~City of Shreveport and its environs~~ municipality. The plan shall be
 27 made with the general purpose of guiding and accomplishing a coordinated, adjusted,
 28 and harmonious development of the metropolitan planning area which will, in
 29 accordance with existing and future needs, best promote public health, safety,

1 morals, order, convenience, prosperity, or the general welfare, as well as efficiency
 2 and economy in the process of development.

3 ~~§140.12:~~ §140.10. Adoption of master plan

4 The commission may recommend the adoption of the master plan as a whole,
 5 or, as the work of making the whole master plan progresses, may from time to time
 6 recommend a part or parts thereof, any such part to correspond generally with one
 7 or more of the functional subdivisions of the subject matter of the plan. The
 8 adoption of the plan or any part, amendment, or addition, shall be by resolution
 9 carried by the affirmative votes of a majority of the ~~City Council, in the case of its~~
 10 ~~applicability to the City of Shreveport, or by the Police Jury, in the case of its~~
 11 ~~applicability to areas outside of the City of Shreveport~~ city council. The resolution
 12 shall refer expressly to the maps, descriptive matter, and other matters intended by
 13 the commission to form the whole or part of the plan, and the action taken shall be
 14 recorded on the adopted plan or part thereof by the identifying signature of the
 15 secretary of the ~~City Council or the Police Jury~~ city council, and a copy of the plan
 16 or part thereof shall be certified to ~~each of the following: The City Council of the~~
 17 ~~City of Shreveport, the Police Jury of Caddo Parish, the Caddo Parish School Board,~~
 18 ~~the Board of Commissioners of the Caddo Levee District, and the Clerk of Court and~~
 19 ~~Recorder of Caddo Parish~~ the city council and the clerk of court of Caddo Parish,
 20 who shall record such plan or part thereof on the conveyance records of Caddo
 21 Parish. The plan or part thereof shall take effect after the date it shall have been
 22 adopted by the ~~City Council, in the case of its applicability to the City of Shreveport,~~
 23 ~~or by the Police Jury, in the case of its applicability to areas outside the City of~~
 24 ~~Shreveport~~ city council.

25 ~~§140.13:~~ §140.11. Miscellaneous powers of the commission

26 The commission may make reports and recommendations relating to the plan
 27 and development of the area within its jurisdiction to public officials and agencies,
 28 public utility companies, civic, educational, professional and other organizations and
 29 citizens. It may recommend to the executive or legislative officials of the ~~City of~~
 30 ~~Shreveport and Caddo Parish~~ municipality, and to other public or semi-public

boards, commissions, agencies, or other bodies, programs for public improvements and the financing thereof. All public officials shall, upon request, make available to the commission, within a reasonable time, such available information as it may require for its work. The commission, its members and employees, in the performance of its functions, may enter upon any land, make examinations and surveys, and place and maintain necessary monuments and marks thereon. In general, the commission shall have such additional powers as granted by ordinances adopted by the ~~City Council or the Police Jury~~ as the case may be city council.

~~§140.14.~~ §140.12. Legal status of plan

A. After adoption of the master plan or any part thereof, then and thenceforth no street, park, or any public way, ground, place, or space, no public building or structure, school or school site, or no public utility, whether publicly or privately owned, shall be constructed or authorized in the area of the adopted plan until and unless the location and extent thereof shall have been submitted to and approved by the ~~planning~~ commission; provided that in the case of disapproval, the commission shall communicate its reasons to the ~~City Council or Police Jury~~, as appropriate city council, and the ~~City Council or Police Jury~~ city council, by a vote of not less than ~~two-thirds~~ majority of its entire membership shall have the power to overrule such disapproval and, upon such overruling, the ~~City Council, Police Jury~~ city council, or the appropriate board or officer shall have the power to proceed; provided, however, that if the public way, ground, place, space, building, structure, school or school site, or utility be one the authorization or financing of which does not, under the law or charter provisions governing the same, fall within the province of the ~~City Council or Police Jury~~ city council or other body or official of the ~~City of Shreveport or of Caddo Parish~~ municipality, then the submission to the ~~planning~~ commission shall be by the board or official having such jurisdiction, and the ~~planning~~ commission's disapproval may be overruled by such board by a vote of not less than ~~two-thirds~~ majority of its entire membership or by ~~said~~ the official.

B. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land for, or sale or lease of any

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

1 street or other public way, ground, place, property, or structure shall be subject to
 2 similar submission and approval, and the failure to approve may be similarly
 3 overruled. The secretary of the commission or his deputy shall issue a receipt
 4 showing the date, time, and sufficient description to identify any document submitted
 5 to it for approval. The failure of the commission to act within sixty (60) days from
 6 the date of official filing shall be deemed approval, unless a longer period be is
 7 granted by the ~~City Council, Police Jury~~ city council, or other submitting agency or
 8 official, provided that the acceptance, widening, removal, extension, relocation,
 9 narrowing, vacation, abandonment, change of use, acquisition of land for, or sale or
 10 lease of any street, or other public way, ground, place, property, or structure by the
 11 ~~Police Jury of Caddo Parish or by the City Council of the City of Shreveport, as the~~
 12 ~~case may be,~~ city council need not be submitted for approval by the commission
 13 unless in conflict with ~~said~~ the master plan.

14 ~~§140.15. Effective date~~

15 ~~In creating a metropolitan planning commission, as authorized by this Sub~~
 16 ~~Part, the City Council of the City of Shreveport and the Police Jury of Caddo Parish~~
 17 ~~shall, by mutual agreement, designate the date upon which the powers, duties and~~
 18 ~~authority of the commission shall take effect. Until such time as the Metropolitan~~
 19 ~~Planning Commission begins the performance of its duties the existing City Planning~~
 20 ~~Commission of the City of Shreveport shall be continued with all the powers and~~
 21 ~~duties heretofore held; and, by the aforesaid date the City Planning Commission shall~~
 22 ~~have turned over to the Metropolitan Planning Commission all of its records, plans,~~
 23 ~~studies, or other instruments of its work and planning. Upon the attachment of the~~
 24 ~~jurisdiction of the Metropolitan Planning Commission, the powers of the City~~
 25 ~~Planning Commission of the City of Shreveport in conflict herewith, shall cease to~~
 26 ~~exist; provided, however, that such plans or parts thereof as have been lawfully~~
 27 ~~adopted by the City Planning Commission, including but not limited to the~~
 28 ~~subdivision regulations, major street plan, and zoning plan, shall continue in effect~~
 29 ~~and shall be administered by the Metropolitan Planning Commission until repealed~~

1 ~~or replaced by such Metropolitan Planning Commission in accordance with this Sub-~~
2 ~~Part.~~

3 ~~§140.16.~~ §140.13. Planning commission as platting authority

4 ~~From and after the time when the Shreveport Metropolitan Planning~~
5 ~~Commission of Caddo Parish shall have recommended, and the City Council and the~~
6 ~~Police Jury have~~ After the commission has recommended and the city council has
7 adopted a master plan in whole or in part, no plat of a subdivision of land lying
8 within the area covered by the ~~said~~ plan shall be filed or recorded until it shall have
9 been submitted to and approved by the commission, and such approval entered in
10 writing on the plat by the secretary of the commission. ~~The Clerk of Court and~~
11 ~~Recorder~~ clerk of court of Caddo Parish shall not file or record a plat of a subdivision
12 without the approval of the ~~Planning Commission~~ commission as required by this
13 ~~Sub-Part~~ Subpart; the filing or recording of a plat of a subdivision without the
14 approval of the ~~Planning Commission~~ commission as required by this Section shall
15 be void.

16 ~~§140.17.~~ §140.14. Subdivision, regulations

17 A. In exercising the powers granted to it by this ~~Sub-part~~ Subpart, the
18 ~~planning~~ commission shall recommend regulations governing the subdivision of land
19 within the metropolitan planning area. Such regulations may provide for the
20 harmonious development of the metropolitan planning area; for the coordination of
21 streets within subdivisions with other existing or planned streets or with other
22 features of the master plan or official map of the metropolitan planning area; for
23 adequate open spaces for traffic, recreation, light and air; and for the distribution of
24 population and traffic which will tend to create conditions favorable to health, safety,
25 convenience, or prosperity.

26 B. Such regulations may include requirements as to the extent to which and
27 the manner in which streets shall be graded and improved and water, sewer and other
28 utility mains, piping, connections, or other facilities shall be installed as a condition
29 precedent to the approval of the plat. The regulations or practice of the commission
30 may provide for the tentative approval of the plat previous to such improvement and

1 installation; but any such tentative approval shall not be entered on the plat. Such
 2 regulations may provide that, in lieu of the completion of such work and installations
 3 previous to the final approval of a plat, the commission may accept a bond, in an
 4 amount and with surety and conditions satisfactory to it, providing for the securing
 5 to the ~~City of Shreveport or to Caddo Parish, as appropriate~~ municipality, the actual
 6 construction and installation of such improvements and utilities within a period
 7 specified by the commission and expressed in the bond; and the ~~City Council of the~~
 8 ~~City of Shreveport and the Police Jury of Caddo Parish~~ are city council is hereby
 9 granted the power to enforce such bonds by all appropriate legal and equitable
 10 remedies. Such regulations may provide, in lieu of the completion of such work and
 11 installations previous to the final approval of a plat, for an assessment or other
 12 method whereby the ~~City of Shreveport or Caddo Parish, as appropriate,~~
 13 municipality is put in an assured position to do such work and make such
 14 installations at the cost of the owners of the property within the subdivision.

15 C. Before recommending its subdivision regulations or any amendments
 16 thereto, the commission shall hold a public hearing thereon, at least ten ~~(10)~~ days
 17 notice of the time and place of which shall be published in a newspaper of general
 18 circulation in the municipality ~~and parish~~; certified copies of these regulations to be
 19 filed with the ~~local legislative body and the Clerk of Court~~ city council and the clerk
 20 of court of Caddo Parish. The commission shall then present its recommendation for
 21 subdivision regulations to the ~~City Council or the Police Jury~~ for adoption by the
 22 ~~City Council or the Police Jury, as the case may be~~ city council.

23 ~~§140.18:~~ §140.15. Procedure on subdivision plats; appeals

24 A.(1) The secretary of the commission or his deputy shall issue a receipt
 25 showing the date, time, and sufficient description to identify any plat submitted to
 26 it for approval.

27 (2) The commission shall approve or disapprove the plat within sixty days
 28 thereof, otherwise ~~said~~ the plat shall be deemed to be approved and a certificate to
 29 that effect shall be issued by the commission on demand; however, the applicant for

1 commission approval may waive this requirement and consent to the extension of
 2 such period.

3 (3) The ground of disapproval of any plat shall be stated upon the records of
 4 the commission, with the recorded vote of each member included in ~~said~~ the records.

5 (4) No plat shall be disapproved by the commission without affording a
 6 hearing thereon.

7 B. Any applicant or other person may appeal commission approval or
 8 disapproval of a subdivision plat to the city council ~~or the police jury, as the case~~
 9 ~~may be~~, under such procedures and provisions as shall be established in the
 10 subdivision regulations.

11 ~~§140.19.~~ §140.16. Effect of plat approval on status of dedications

12 The approval of a plat by the planning commission shall not be deemed to
 13 constitute or affect any acceptance by the municipality ~~or parish~~ or public body of
 14 the dedication of any street or other ground shown upon the plat.

15 ~~§140.20.~~ §140.17. Penalties for transferring lots in unapproved subdivisions

16 ~~Whoever, being~~ If the owner or the agent of the owner of any land located
 17 within the area covered by the adopted plan; transfers or sells or agrees to sell or
 18 negotiates to sell such land by reference to or exhibition of or by other use of a plat
 19 of subdivision of such land before such plat has been approved by such commission
 20 and recorded in the office of the ~~Clerk of Court and Recorder of Caddo Parish,~~ clerk
 21 of court of Caddo Parish, the owner or the agent of the owner shall be subject to a
 22 penalty of one hundred dollars for each lot so transferred or sold or agreed or
 23 negotiated to be sold; and the description by metes and bounds in the instrument of
 24 transfer or other document used in the process of selling or transferring shall not
 25 exempt the transaction from such penalties. The municipality ~~or the parish,~~ as
 26 ~~appropriate,~~ through its attorney or other designated official, may enjoin such
 27 transfer of sale or agreement by action for injunction or may recover the penalty by
 28 civil action.

1 ~~§140.21.~~ §140.18. Acceptance of and improvements in unapproved streets

2 ~~From and after the time when the platting jurisdiction of the planning~~
 3 ~~commission shall have attached by virtue of~~ After the adoption of a master plan, in
 4 whole or in part, as provided in ~~R.S. 33:140.16~~ R.S. 33:140.13, the municipality ~~or~~
 5 ~~parish~~ or other public body shall not accept, lay out, open, improve, grade, pave, or
 6 light any street within the area covered by the adopted plan, which conflicts with the
 7 plan unless such street shall have been accepted or opened as, or shall have otherwise
 8 received the legal status of, a public street prior to such attachment of the
 9 commission's platting jurisdiction, or unless such street corresponds in its location
 10 and lines with a street shown on a subdivision plat approved by such commission or
 11 on a street plat made by and adopted by such commission; provided, however, that
 12 the ~~City Council, or, in the case of a street outside of the municipality, the Police~~
 13 ~~Jury~~ city council may locate and construct or may accept any other street if the
 14 ordinance or other measure for such location and construction or for such acceptance
 15 be first submitted to such commission for its approval, and, if disapproved by the
 16 commission, be passed by not less than ~~two-thirds~~ majority of the entire membership
 17 of the ~~City Council or Police Jury, as appropriate~~ city council; and a street approved
 18 by the commission upon such submission, or constructed or accepted by such ~~two-~~
 19 ~~thirds~~ majority vote after disapproval by the commission, shall have the status of an
 20 approved street as fully as though it has been originally shown on a subdivision plat
 21 approved by the commission or on a plat made and adopted by the commission.

22 ~~§140.22.~~ §140.19. Building permits

23 ~~Whenever the planning commission has recommended to the City Council~~
 24 ~~and the Police Jury, and the City Council or Police Jury~~ After the commission has
 25 recommended to the city council and the city council has adopted in whole or in part,
 26 a building permit plan, including both the full text of a building permit ordinance and
 27 the map or maps, showing the districts or zones in which building permits will be
 28 required, then and thereafter no building shall be erected in those areas without first
 29 having secured the required building permit.

1 ~~§140.23.~~ §140.20. Platting of street lines by planning commission

2 ~~From and after the time when the planning commission shall have~~
 3 ~~recommended and the City Council and the Police Jury~~ After the commission has
 4 recommended and the city council has adopted a master plan in whole or in part,
 5 which includes at least a major street plan, or shall have progressed in its master
 6 planning to the state of the making and recommending a major street plan, such
 7 commission shall have the power to make or cause to be made, from time to time,
 8 plats on which are indicated the locations of the lines recommended by the
 9 commission as the planned or mapped lines of future streets, street extensions, street
 10 widening, or street narrowings. The making or certifying of a plat by the
 11 commission shall not in and of itself constitute or be deemed to constitute the
 12 opening or establishment of any street or the taking or acceptance of any land for
 13 street purposes.

14 ~~§140.24.~~ §140.21. Establishment of official map

15 ~~When the City Council and the Police Jury have~~ After the commission has
 16 recommended and the city council has adopted a master plan which includes at least
 17 a major street plan, or the ~~Planning Commission~~ commission has progressed in its
 18 master planning to the state of the making and recommending of a major street plan,
 19 and shall have certified a copy of such major street plan to the ~~City Council and one~~
 20 ~~to the Police Jury, then the City Council and the Police Jury~~ city council, then the
 21 city council may establish an official map of the municipality, ~~in the case of the City~~
 22 ~~Council, and that part of Caddo Parish within the area included within the adopted~~
 23 ~~plan but outside the City of Shreveport, in the case of the Police Jury.~~ The official
 24 map shall show the location of the streets theretofore existing and established by law
 25 as public streets. Such official map may also show the location of the lines of streets
 26 on plats of subdivisions which ~~shall~~ have been approved by the ~~planning~~
 27 commission. The ~~City Council and the Police Jury~~ city council shall certify the fact
 28 of the establishment of the official map to the ~~Clerk of Court and Recorder of Caddo~~
 29 ~~Parish~~ clerk of court of Caddo Parish.

1 ~~§140.25.~~ §140.22. Official map; additions and changes

2 The ~~City Council and the Police Jury~~ city council may add to the official
 3 map, ~~each in its own jurisdiction,~~ by placing thereon, from time to time, the lines of
 4 streets in accordance with the plat of any subdivision which ~~shall~~ have been
 5 approved by the planning commission. The ~~City Council and the Police Jury~~ city
 6 council may make, from time to time, other additions to or modifications of the
 7 official map by placing thereon the lines of planned new streets or street extensions,
 8 widenings, narrowings, or vacations. The placing of any street or street line upon the
 9 official map shall not, in or of itself, constitute or be deemed to constitute the
 10 opening or establishing of any street or the taking or accepting of any land for street
 11 purposes.

12 ~~§140.26.~~ §140.23. Regulation of buildings in bed of mapped streets

13 A. For the purpose of preserving the integrity of the official map, the ~~City~~
 14 ~~Council and the Police Jury~~ city council may provide by general ordinance or other
 15 legislative action that no permit shall be issued for any building or structure or part
 16 thereof on any land located between the mapped lines of any street as shown on the
 17 official map.

18 B. Any such ordinance or legislative act shall provide that the ~~Board of~~
 19 ~~Appeals~~ board of appeals, as provided for in this ~~Sub-part~~ Subpart, shall have the
 20 power, upon an appeal filed with it by the owner of any such land, to authorize the
 21 grant of a permit for a building or structure or part thereof within any such mapped
 22 street location in any case in which such board finds, upon the evidence and
 23 arguments presented to it upon such appeal,

24 ~~(1) That~~ that the property of the appellant of which such mapped street
 25 location forms a part will not yield a reasonable return to the owner unless such
 26 permit be granted, or

27 ~~(2) That~~ that balancing the interest of the municipality ~~or parish~~ in preserving
 28 the integrity of the official map and the interest of the owner in the use and benefits
 29 of his property, the grant of such permit is required by considerations of justice and
 30 equity.

1 C. Before taking any such action, the board of appeals shall hold a hearing
 2 thereon, at least ten days notice of the time and place of which shall be given to the
 3 appellant by mail at the address specified by the appellant in his appeal petition. In
 4 the event that the board of appeals decides to authorize a building permit, it shall
 5 have the power to specify the exact location, ground area, height, and other details
 6 and conditions of extent and character, and also the duration of the building,
 7 structure or part thereof to be permitted.

8 ~~§140.27.~~ §140.24. Municipal improvements in streets; buildings not on mapped
 9 streets

10 A. Except in streets existing and established by law as public streets at the
 11 date of the establishment of the official map, no public water facilities, sewer, or
 12 other public utilities or improvements shall be constructed after such date in any
 13 street until such street is duly placed on the official map.

14 B. The city council ~~and the police jury~~ may provide by ordinance that no
 15 permit for the erection of any building shall be issued unless a street giving access
 16 to such proposed building existed and was established by law as a public street at the
 17 time of the establishment of the official map or shall have been duly placed on the
 18 official map in accordance with the provisions of ~~R.S. 33:140.24 and R.S. 33:140.25~~
 19 R.S. 33:140.21 and 140.22; provided, however, that such ordinance shall contain a
 20 provision whereby the applicant for such permit may appeal to the board of appeals,
 21 hearing upon which appeal and notice of the time and place of which shall be
 22 published in a newspaper of general circulation in the ~~city and parish~~ municipality,
 23 and such board shall have the authority to authorize such a permit, subject to such
 24 conditions as the board may impose, where the circumstances of the case do not
 25 require the proposed building to be related to the existing streets or to streets as
 26 shown on the official map and where the permit would not tend to distort or increase
 27 the difficulty of carrying out the official map of the master plan of the municipality.

28 ~~§140.28.~~ §140.25. Grant of power

29 For the purpose of promoting the public health, safety, morals, convenience,
 30 order, prosperity and general welfare, the ~~City Council of the City of Shreveport and~~

1 ~~the Police Jury of Caddo Parish~~ city council is hereby empowered, in accordance
 2 with the conditions and the procedures specified in this ~~Sub-Part~~ Subpart, to regulate
 3 the location, height, bulk, number of stories and size of buildings and other
 4 structures, the percentage of the lot which may be occupied, the sizes of yards, courts
 5 or other open spaces, the density of population, and the uses of buildings, structures
 6 and land for trade, industry, residence, recreation, civic activities, and ~~otherp~~ other
 7 purposes, within the municipality, ~~in the case of the City of Shreveport, and within~~
 8 ~~that part of Caddo Parish within the metropolitan planning area but outside the City~~
 9 ~~of Shreveport in the case of Caddo Parish.~~

10 ~~§140.29:~~ §140.26. The zoning plan

11 ~~Whenever the planning~~ If the commission recommends to the ~~City Council~~
 12 ~~of the City of Shreveport and to the Police Jury of Caddo Parish~~ city council a zoning
 13 plan, including both the full text of a zoning ordinance and the map or maps,
 14 representing the recommendations of the ~~planning~~ commission for the regulation by
 15 districts or zones of the location, height, bulk, number of stories, and size of
 16 buildings and other structures, the percentage of the lot which may be occupied, the
 17 size of yards, courts and other open spaces, the density of population, and the uses
 18 of buildings, structures, and land for trade, industry, residence, recreation, civic
 19 activities, and other purposes, then the ~~City Council and the Police Jury~~ city council
 20 may exercise the powers granted for the purpose mentioned in R.S. ~~33:140.28~~ R.S.
 21 33:140.25 and may divide the municipality ~~or that part of the parish within the~~
 22 ~~metropolitan planning area outside the City of Shreveport, as the case may be,~~ into
 23 districts or zones of such number, shape, and area as it may determine, and, for such
 24 purposes, may regulate the erection, construction, reconstruction, conversion,
 25 alteration, and uses of buildings and structures and the uses of land. All such
 26 regulations shall be uniform for each class or kind of building throughout each
 27 district, but the regulations in one district may differ from those in other districts.

28 ~~§140.30:~~ §140.27. Method of procedure

29 Before enacting the zoning ordinance or any amendment thereto, the ~~Police~~
 30 ~~Jury~~ city council shall hold a public hearing thereon, at least ten days notice of the

1 time and place of which shall be published in a newspaper of general circulation in
 2 the ~~parish~~ municipality. The zoning ordinance, including the map or maps, may
 3 from time to time be amended; but no amendment shall become effective unless it
 4 be first submitted to and approved by the ~~planning~~ commission, or, if disapproved,
 5 shall receive the favorable vote of not less than ~~two-thirds~~ majority of the entire
 6 membership of the ~~City Council or the Police Jury, as the case may be~~ city council.

7 ~~§140.31.~~ §140.28. Non-conforming uses

8 A. The lawful use of a building or premises exactly as such use existed at the
 9 time of the enactment of any regulation affecting it may be continued although such
 10 use does not conform with the provisions of such regulation. ~~The City Council or~~
 11 ~~the Police Jury, as appropriate,~~ city council may provide for the termination of non-
 12 conforming uses either by specifying the period or periods within which they shall
 13 be required to cease or by providing a formula or formulas whereby the compulsory
 14 termination of a non-conforming use shall be so fixed as to allow a reasonable period
 15 for the recovery or amortization of the investment in the non-conformance or with
 16 adequate compensation by a court of competent jurisdiction.

17 B. ~~The City Council or the Police Jury, as appropriate,~~ The city council may
 18 in its discretion provide by ordinance for the resumption, restoration, reconstruction,
 19 extension, or substitution of non-conforming uses upon such terms and conditions
 20 as may be set forth in the ordinance.

21 ~~§140.32.~~ §140.29. Board of appeals

22 A.(1) The zoning ordinances shall provide for a ~~Board of Appeals~~ board of
 23 appeals comprised of seven members, ~~each to be appointed for a term of five years.~~
 24 ~~Three members shall be appointed by the city council of the city of Shreveport, three~~
 25 ~~members shall be appointed by the policy jury of Caddo Parish, and one member~~
 26 ~~shall be elected by the joint action of the city council and the police jury. Of the~~
 27 ~~members first appointed by the city council, one shall be appointed for a term of five~~
 28 ~~years and two for a period of three years; of the members first appointed by the~~
 29 ~~police jury, one shall be appointed for a term of four years and two for a period of~~
 30 ~~two years; the member elected by joint action of the city council and police jury shall~~

1 ~~be elected for a term of one year. Members shall serve without compensation. Any~~
 2 ~~vacancy shall be filled for the unexpired term by the appointive authority, which~~
 3 ~~shall have also the authority to remove any member for cause stated in writing and~~
 4 ~~after public hearing. Notwithstanding anything contained herein to the contrary,~~
 5 ~~those members presently serving on the board of appeals will be allowed to complete~~
 6 ~~their present terms and the two alternate members will be allowed to complete their~~
 7 ~~terms as members, subject to the authority of the appointing authorities to remove~~
 8 ~~any member for cause stated in writing and after public hearing all of whom shall be~~
 9 ~~appointed by the city council.~~

10 (2) Members shall serve five-year terms after initial terms as provided in this
 11 Subsection. Two members shall serve an initial term of one year; two shall serve
 12 two years; one shall serve three years; one shall serve four years; and one shall serve
 13 five years, as determined by lot at the first meeting of the board.

14 (3) Members shall serve without compensation.

15 (4) Vacancies resulting from the expiration of a term or for any other reason
 16 shall be filled for the remainder of the unexpired term in the manner of the original
 17 appointment.

18 (5) A member may be removed for cause stated in writing and after a public
 19 hearing.

20 B. The zoning ordinance may provide and specify general rules to govern the
 21 organization and procedure of such board of appeals, which rules shall not be
 22 inconsistent with the provisions of this Subpart.

23 C. The zoning ordinance may provide that the board of appeals may permit
 24 special exemptions to the zoning regulations in the classes of cases or situations and
 25 in accordance with the principles, conditions, safeguards, and procedures specified
 26 in the ordinance. The ordinance may also authorize the board of appeals to interpret
 27 the zoning maps and pass upon disputed questions of lot lines or district boundary
 28 lines or similar questions as they arise in the administration of the zoning
 29 regulations. The ordinance may also authorize the board of appeals to grant a

1 variance from the strict application of zoning regulations where other procedures for
2 variance or modification are not specified in the zoning ordinance.

3 D. Appeals to the board of appeals may be taken by any person aggrieved
4 or by any officer, department, board or bureau of the ~~City or Parish~~ municipality
5 affected by any grant or refusal of a building permit or other act or decision of the
6 building inspector or permit and zoning clerk of the municipality ~~or parish~~ or other
7 administrative official based in whole or in part upon the provisions of any ordinance
8 enacted under this Subpart.

9 E. The board of appeals shall have the following powers:

10 (1) To hear and decide appeals where it is alleged by the appellant that there
11 is error in any order, requirement, permit, decision, or refusal made by the municipal
12 building commissioner or any other administrative official in the carrying out or
13 enforcement of any provision of any ordinance enacted pursuant to this Subpart.

14 (2) To hear and decide, in accordance with the provisions of any such
15 ordinance, request for special exceptions or for interpretations of the map or for
16 decisions upon other special questions upon which such board is authorized by any
17 such ordinance to pass.

18 (3) To hear and decide on requests for a variance from the strict application
19 of the zoning regulations where no other procedure for obtaining relief is specified
20 in the ordinance and where due to exceptional topographic conditions or other
21 extraordinary and exceptional characteristics of a specific piece of property, the strict
22 application of regulations would result in peculiar and exceptional or undue hardship
23 upon the owner of such property, provided such relief may be granted without
24 substantial detriment to the public good and without substantially impairing the
25 intent and purpose of the zoning plan and zoning ordinance.

26 ~~§140.33.~~ §140.30. Enforcement and remedies

27 The city council ~~and the police jury~~ may provide for the enforcement of any
28 ordinance enacted under this ~~Sub-part~~ Subpart. A violation of any such ordinance
29 is hereby declared a misdemeanor. In case any building or structure is or is proposed
30 to be erected, constructed, reconstructed, altered, converted, or maintained, or any

1 building structure, or land is or is proposed to be used in violation of any ordinance
 2 enacted under this ~~Sub-Part~~ Subpart, the building inspector, permit and zoning clerk,
 3 municipal ~~or parish~~ counsel, or other appropriate authority of the municipality ~~or of~~
 4 ~~the parish~~, or any adjacent or neighboring property owner who would be specifically
 5 damaged by such violation, may, in addition to other remedies, institute injunction,
 6 mandamus, or other appropriate action or proceeding to prevent such unlawful
 7 erection, construction, reconstruction, alteration, conversion, maintenance, or use,
 8 or to correct or abate such violation, or to prevent the occupancy of such building,
 9 structure, or land.

10 ~~§140.34.~~ §140.31. Conflict with other laws

11 A. ~~Whenever the~~ If regulations made under authority of this ~~Sub-Part~~
 12 Subpart require a greater width or size of yards, courts, or other open spaces, or
 13 require a lower height of buildings or less number of stories, or require a greater
 14 percentage of lot to be left unoccupied, or impose other higher standards than are
 15 required in any other statute, the provisions of the regulations made under authority
 16 of this ~~Sub-part~~ Subpart shall govern.

17 B. ~~Whenever the provisions of any other statute require~~ If any other
 18 provision of law requires a greater width or size of yards, courts, or other open
 19 spaces, or require a greater percentage of lot to be left unoccupied, or impose other
 20 higher standards than are required by the regulations made under authority of this
 21 ~~Sub-part~~ Subpart, the provisions of such statute shall govern.

22 ~~§140.35.~~ §140.32. Existing zoning ordinances

23 Existing zoning ordinances of the ~~city of Shreveport~~ municipality shall
 24 continue in effect until repealed by ordinances enacted under the authority of this
 25 ~~Sub-Part~~ Subpart.

26 ~~§140.36.~~ §140.33. Grant of power

27 For the purposes of promoting the public health, safety, morals, convenience,
 28 order, prosperity, and general welfare, the ~~City Council of the City of Shreveport and~~
 29 ~~the Police Jury of Caddo Parish are~~ city council is hereby empowered, in accordance
 30 with the conditions and procedures specified in this ~~Sub-Part~~ Subpart, to adopt

1 housing codes prescribing minimum standards for the area, volume, light, air,
 2 ventilation, illumination, occupancy and density of occupancy, and sanitation of
 3 dwellings and dwelling places; to adopt building codes, plumbing codes, electrical
 4 codes and related measures to regulate the construction, reconstruction, alteration,
 5 extension, conversion, or maintenance of buildings; to regulate by building and
 6 housing codes or other measures or ordinances conditions of sanitation, including
 7 requirements for water supply and sewerage disposal and drainage; and to adopt such
 8 other ordinances, regulations, and plans as, in their judgment, are necessary to effect
 9 the rehabilitation of substandard dwellings and blighted areas within the
 10 municipality, ~~in the case of the City of Shreveport, and within that part of Caddo~~
 11 ~~Parish within the metropolitan planning area but outside the City of Shreveport, in~~
 12 ~~the case of Caddo Parish; provided, however, that such codes, ordinances, plans or~~
 13 ~~other measures may be adopted with respect only to such portion of the metropolitan~~
 14 ~~planning area outside the City of Shreveport as, in the judgment of the Police Jury,~~
 15 ~~is deemed necessary.~~

16 ~~§140.37.~~ §140.34. ~~Planning commission~~ Commission

17 The ~~planning~~ commission may prepare and recommend to the ~~City Council~~
 18 ~~and the Police Jury~~ city council for adoption such codes, ordinances, plans, or other
 19 measures as, in its judgment, may be necessary to accomplish the purpose of this
 20 ~~Sub-Part~~ Subpart.

21 ~~§140.38.~~ §140.35. Method of procedure

22 Except for the adopting of the zoning ordinance or any amendment thereto
 23 by the city council, before adopting any code, ordinance, plan, or other measure
 24 pursuant to this Subpart, the city council ~~or the police jury, as the case may be,~~ shall
 25 hold a public hearing thereon, at least ten days notice of the time and place of which
 26 shall be published in a newspaper of general circulation in the municipality ~~or in the~~
 27 ~~parish, as the case may be.~~

28 ~~§140.39.~~ §140.36. Enforcement and remedies

29 The ~~City Council and the Police Jury~~ city council may provide, ~~in their~~
 30 ~~respective jurisdictions,~~ for the enforcement of any code, ordinance, or other measure

1 enacted under this ~~Sub-Part~~ Subpart. A violation of any such code, ordinance, or
2 other measure is hereby declared a misdemeanor. In case any building or structure
3 is or is proposed to be constructed, reconstructed, altered, extended, converted, or
4 maintained in violation of any code or ordinance enacted under this ~~Sub-Part~~
5 Subpart, the building inspector, permit or zoning clerk, municipal ~~or parish~~ counsel,
6 or other appropriate authority of the municipality ~~or of the parish~~, or any adjacent or
7 neighboring property owner who would be specifically damaged by such violation,
8 may, in addition to other remedies, institute injunction, mandamus, or other
9 appropriate action or proceeding to prevent such unlawful construction,
10 reconstruction, alteration, extension, conversion, maintenance, or use, or to correct
11 or abate such violation, or to prevent the occupancy of such building.

12 Section 2. This Act shall become effective on January 1, 2022.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

TITLE An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, related to fence requirements and restrictions, and to otherwise provide with respect thereto.	DATE January 25, 2022	ORIGINATING DEPARTMENT Shreveport Caddo Metropolitan Planning Commission (“MPC”) COUNCIL DISTRICT City-wide SPONSOR
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PURPOSE
To amend the code text in the Shreveport Unified Development Code.

BACKGROUND INFORMATION
The City of Shreveport Unified Development Code (UDC) undergoes regular review in order to ensure that the Code promotes sound, stable, and desirable development within the jurisdiction of the City, to correct errors in the text or to accommodate changed or changing conditions in a particular area.

These proposed amendments are aimed at updating the permitting process and use standards for fences in residential and non-residential districts. These amendments will affect the following article: Article 7. On Site Development Standards, by updating the maximum allowable non-open fence height in the corner side and reverse corner side yards in residential districts, and expanding the districts in which barbed wire, razor wire, spiked posts and the like are permitted.

TIMETABLE	ATTACHMENTS
MPC Introduction: December 1, 2021	Exhibit “A” MPC Memo
MPC Review & Recommendation: January 5, 2022	Exhibit “B” MPC Staff Report
Introduction to City Council: January 25, 2022	
Final Passage by City Council: February 8, 2022	

SPECIAL PROCEDURAL REQUIREMENTS
MPC Recommendation. Pursuant to La. R.S. 33:140.30, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on January 5, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.30 and Shreveport UDC 16.1 (D)(3)(b).

Notice and Public Hearing at MPC. In accordance with the intent of La. R.S. 33:140.30 for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on January 5, 2022, before voting on the proposed amendments. At least fourteen (14) days’ notice of the time and place of the Public Hearing was published on December 15, 2021 in *The Shreveport Times* (a newspaper of general circulation in the parish).

FINANCES \$0	SOURCE OF FUNDS NA
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ALTERNATIVES
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION
It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY: Emily Trant, Community Planner

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, RELATED TO FENCE REQUIREMENTS AND RESTRICTIONS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City desires to make every effort to notify the public and to encourage public participation and input on these proposed *code text amendments* to the Shreveport Unified Development Code; and

WHEREAS, on December 1, 2021, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

WHEREAS, on January 5, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with [La. R.S. 33:140.30](#); and

WHEREAS, in accordance with the intent of [La. R.S. 33:140.30](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on January 5, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

WHEREAS, at least fourteen (14) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the parish) and said Notice was published on December 15, 2021; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in a due, legal and regular session convened, that the following amendments to the City of Shreveport, Louisiana, Unified Development Code ("Shreveport UDC") are hereby authorized as follows:

1. Amend and add new subsection in ARTICLE 7. ON-SITE DEVELOPMENT STANDARDS, SECTION 7.3 ACCESSORY STRUCTURES AND USES. Subsection 7.3.L.2.a: in the Shreveport UDC to now read as follows:
 - a. **Fence Height in Residential Districts**
 - i. In the front, corner side, and reverse corner side yards, an open fence is permitted up to a maximum height of six feet. Any other type of fence (any non-open fence), wall, or hedge is permitted in the front yard but is limited to a maximum height of three feet.
 - ii. Any other type of fence (any non-open fence), wall, or hedge is permitted in the corner side, and reverse corner side yards, but is limited to a maximum height of six feet. The height of the fence may exceed six feet to maintain an even fence line only when grade

decreases from the highest grade where the fence is to be installed, and in no case shall the total fence height exceed eight feet.

- iii. In the interior side and rear yards, a fence of any type, wall, or hedge is permitted up to a maximum height of eight feet.
- iv. No solid fence permitted or required by this Article, or other sections of this Code, shall be built within the sight triangle, as identified in Article 7.1.E of this code.

2. Amend subsection in ARTICLE 7. ON-SITE DEVELOPMENT STANDARDS, SECTION 7.3 ACCESSORY STRUCTURES AND USES. Subsection 7.3.L.3.a: in the Shreveport UDC to now read as follows:

3. Barbed Wire and Razor Wire Fences

- a. Barbed wire, razor wire, spiked posts, or fences of similar material are only permitted on a lot used for a utility in any district, or in the R-A, C-3, C-4, I-MU, I-1, or I-2 District.

BE IT FURTHER ORDAINED that the Mayor of the City of Shreveport, or his/her designee, and the Executive Director of the Shreveport-Caddo Metropolitan Planning Commission, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

BE IT FURTHER ORDAINED that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications 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, resolutions or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RECOMMENDED UDC AMENDMENTS. January 5, 2022

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to correct errors in the text or to accommodate changed or the changing nature of business in our community. These amendments will affect the following articles, or portions thereof: Article 7. On-Site Development Standards, by updating the fence height requirements in residential and non-residential districts, with all their provisions included therein.

Staff is requesting the Shreveport UDC be amended as follows: [~~strikeout~~ indicates deleted text, underline indicates added text].

Explanation: *The purpose of these code text amendments is to increase the maximum allowable non-open fence height located in the corner side and reverse corner side yards in residential districts. The intent is to align the UDC with the regional and national fence code standards and to provide a user-friendly code that reduces the need for variance applications.*

1. Amend and add new subsections in ARTICLE 7. ON-SITE DEVELOPMENT STANDARDS, SECTION 7.3 ACCESSORY STRUCTURES AND USES. Subsection 7.3.L.2.:

a. Fence Height in Residential Districts

- i. In the front, corner side, and reverse corner side yards, an open fence is permitted up to a maximum height of six feet. Any other type of fence (any non-open fence), wall, or hedge is permitted in the front, ~~corner side, and reverse corner side~~ yards but is limited to a maximum height of three feet.
- ii. Any other type of fence (any non-open fence), wall, or hedge is permitted in the corner side, and reverse corner side yards, but is limited to a maximum height of six feet. The height of the fence may exceed six feet to maintain an even fence line only when grade decreases from the highest grade where the fence is to be installed, and in no case shall the total fence height exceed eight feet.
- iii. In the interior side and rear yards, a fence of any type, wall, or hedge is permitted up to a maximum height of eight feet.
- iv. No solid fence permitted or required by this Article, or other sections of this Code, shall be built within the sight triangle, as identified in Article 7.1.E of this code.

2. Amend and add new subsection in ARTICLE 7. ON-SITE DEVELOPMENT STANDARDS, SECTION 7.3 ACCESSORY STRUCTURES AND USES. Subsection 7.3.L.3:

3. Barbed Wire and Razor Wire Fences

- a. Barbed wire, razor wire, spiked posts, or fences of similar material are only permitted on a lot used for a utility in any district, or in the R-A, C-3, C-4, I-MU, I-1, or I-2 District.
- b. Barbed wire, razor wire, and similar material must be located a minimum of eight feet above the adjacent ground.

STAFF REPORT – CITY OF SHREVEPORT

JANUARY 5, 2022

AGENDA ITEM NUMBER: 10
MPC Staff Member: Emily Trant
City Council District: All Districts
Parish Commission District: All Districts

CASE NUMBER: 22-1-CTAC: City of Shreveport Code-Text Amendments
APPLICANT: METROPOLITAN PLANNING COMMISSION
REQUEST: Code Text (Ordinance) Amendments to the Shreveport UDC

DESCRIPTION: The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to correct errors in the text or to accommodate changed or the changing nature of business in our community. These proposed amendments are aimed at updating the permitting process and use standards for fences in residential and non-residential districts. These amendments will affect the following article, or portions thereof: Article 7. On Site Development Standards, by updating the maximum allowable non-open fence height in the corner side and reverse corner side yards in residential districts and expanding the districts in which barbed wire is permitted.

BACKGROUND: The purpose of the UDC was to update, consolidate, and reformat the former subdivision and zoning regulations. It was recognized that upon adoption that additional corrections and policy amendments to these regulations would be forthcoming in the future.

In relation to the fence height in residential districts, the existing code only allows non-open fences to be built to a maximum height of three feet in the corner side and reverse corner side yard. Should a property owner wish to exceed the three-foot allowance, the fence would have to be an open fence, such as a chain link fence type. Many property owners have expressed concern that there is a need to build a non-open fence at a height greater than three feet to protect their health, safety, and welfare, resulting in Zoning Board of Appeals (ZBA) variance requests. In several instances, a variance was denied due to the inability to prove a hardship beyond a mere inconvenience.

Nonetheless, MPC staff are understanding of the necessity for a higher non-open fence in the corner side and reverse corner side yard, thus codes from other municipalities in the region and across the nation were studied. Findings indicated that other municipalities are more generous with their fence height standards, allowing fences up to a maximum height of six feet. While uncommon, some municipalities allow a maximum of eight feet. MPC staff proposes to allow non-open fences to be a maximum height of six feet in the corner side and reverse corner side yards. Finally, MPC staff proposes to allow fence height to be a maximum height of eight feet in instances where the grade slopes and causes areas of the yard being enclosed to be exposed from the right of way. This would also reduce the wavy effect that can happen when a fence is built along a property with an uneven grade. Approval of the proposed code text amendments would bring the City of Shreveport UDC in line with the regional and national best practices and result in fewer variance applications. Additionally, these code text amendments would eliminate non-conforming fences.

In a similar circumstance, applicants who operate commercial businesses in the City of Shreveport have expressed concerns about the inability to use barbed wire fencing to secure their property and

STAFF REPORT – CITY OF SHREVEPORT

products that are stored outside. Currently, barbed wire, razor wire, spiked posts, or fences of similar material are only permitted on a lot used for a utility in any district, or in the R-A, C-4, I-MU, I-1, or I-2 District. To address security concerns, staff proposes to permit barbed wire, and the like, in the C-3, General Commercial district by right.

PROPOSED UDC CODE TEXT AMENDMENT(S):

Staff is proposing the following UDC Articles at this time:

- Amend Article 7, *On-Site Development Standards*

Amendment 1.

Amend maximum permitted height for Fence Height in Residential District in Article 7 and add two new subsections.

Amendment 2.

Amend districts that permit barbed wire, razor wire, spiked posts, or fences of similar materials.

See Attachments:

- Exhibit “A” for memorandum describing these amendments in full detail.

APPROVAL STANDARDS: The purpose of Section 16.1.E.1 is to provide a uniform means for amending the text of the Unified Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

- Promotes the public health, safety, and welfare.**
The proposed text amendments promotes the public health, safety, and welfare.
- Promotes the Master Plan and any adopted land use policies.**
The proposed text amendments are consistent with the Master Plan.
- Promotes intent of this Code.**
These amendments will simplify current practices, thus promoting the intent of the Code.
- Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.**
The proposed amendments reflect changes in policy.
- The extent to which the proposed amendment creates nonconformities.**
These amendments help alleviate nonconformities, not create them.

**STAFF
RECOMMENDATION:** Based on staff analysis, review of the above standards and facts of record, MPC Staff

STAFF REPORT – CITY OF SHREVEPORT

concludes that the recommendation to APPROVE the code text amendments is warranted. If approved by City Council, Article 7 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny the proposed code text amendment;
- Deny specific provisions, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

PUBLIC ASSESSMENT: There was no opposition present.

MPC BOARD
RECOMMENDATION: The Board voted 8-0 to recommend this application for approval.

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHEAST CORNER OF LEGARDY ST. & HAWKINS ST., SHREVEPORT, CADDO PARISH, LA., **FROM R-1-5, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-A, RURAL-AGRICULTURAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the southeast corner of Legardy St. & Hawkins St., Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-5, Single-Family Residential District to R-A, Rural-Agricultural District**

LOTS A, B, C, D, E, F, G AND H-JAMES PARKER SUBN., SECTION 16, T18N, R14W, CADDO PARISH, LOUISIANA.

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

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

21-158-C
ROBERT JOHNSON

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING NOVEMBER 3, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, November 3, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on June 21 for case manager presentations.

Members Present

Winzer Andrews, Chair
Curtis Joseph, Vice Chair
Chris Elberson, Secretary
Laura Neubert
Rudy Morton
Gabriel Balderas
Bill Robertson
Harold Sater

Staff Present

Alan Clarke, Executive Director
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Adam Bailey, Community Planning & Design Manager
Jasmin Samuels, Executive Assistant
Manushka Desgagne, City Attorney's Office

Members Absent

Rachel Jackson

The hearing was opened with prayer by **MR. ROBERTSON**. The Pledge of Allegiance was led by **MS. NEUBERT**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. JOSEPH, seconded by MS. NEUBERT, to approve the minutes of the October 6, 2021 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. NEUBERT Nays: NONE. Absent: Messrs. ELBERSON and Mses. JACKSON.

CASE NO. 21-158-C ZONING REQUEST

Applicant: **Robert Johnson**
Owner: **George & James Johnson**
Location: 2443 Hawkins St. (SE corner of Legardy St. & Hawkins St.)
Existing Zoning: **R-1-5**
Request: **R-1-5 to R-A**
Proposed Use: Dwelling- Single-Family

Representative &/or support:

Robert Johnson 2619 Legardy Street, Shreveport, LA 71107

Mr. Johnson stated he was present in hopes to get the property rezoned to keep his horses where they are currently located.

Ms. Neubert inquired about how long Mr. Johnson lived at the property and if the horses were there the whole time he was at the property.

draft

Mr. Johnson responded 21 years and the horses have been there since he was a kid.

Ms. Neubert asked if the property was family property and how many horses he currently had.

Mr. Johnson replied yes, and he had four horses currently.

Ms. Neubert stated if Mr. Johnson was aware of the request in reduction in the number of horses if the application is recommended for approval.

Mr. Johnson stated his daughter involved a place in Grand Cane and this is where some of his horses are going to be moved to. He stated he wants some of the horses to stay with him, but majority will be going to Grand Cane.

Ms. Neubert clarified the total number of horses he could keep at his property were two. She stated it is a little over an acre of the property.

Opposition:

Linda Sylvie 2121 Ruby Street, Shreveport, LA 71107

Lillian Washington 2108 Ruby Street, Shreveport, LA 71107

Ms. Sylvie stated she owned property at 2109 Ruby Street, and she owned two vacant lots. She is in opposition of the horses because they could not get suitable zoning. She shared there was zoning for double wide homes once before. She stated it was changed without any notification. Ms. Sylvie stated they cannot get double wide homes, but they are putting horses everywhere they tear a house down. She expressed it is not fair that a horse can be placed where people want to put homes. She clarifies that the horses have not been there for 21 years. She shared that some people did have horses there every so often, but there were only one or two. She stated now they must wake up every morning to run horses out of their yards. She ends with the neighborhood really does not want the horses there. She pointed out on a map where she wished to put a double wide home, which she can no longer afford to do because of the zone change to a singular manufactured home.

Ms. Neubert inquired if anyone else in the neighborhood had horses.

Ms. Sylvie replied they do not. She stated there are horses down Narcissus Drive that get out as well and are in her yard every morning. She shared that she does not know who they belong to.

Mr. Clarke shared with Ms. Sylvie that the staff listened to the concerns of the citizens in the neighborhood in the City of Shreveport and she was right. The ability to request approval for manufactured housing was repealed and it has been reinstated. He shared that every lot in the MLK area is eligible to apply for manufactured housing.

Ms. Washington stated she was against the rezoning because 40 years ago she lived in that same house, and it was clean. She further states that now it is not clean and needs to be cleaned up. She inquired about the economical impact would the zone change bring to the area. Ms. Washington reiterated that she lived at the property before and there were no horses, and it was clean. She presented to the Board where she lived currently which was behind Hawkins and stated there are only four houses on the street she lives on now. She shared she grew up in the area and has been there for 69 years.

Rebuttal:

Mr. Johnson stated he agree with the citizens about the horses getting out, but as long as he can remember, his grandparents and himself have had the horses and they have never got out. He shared with the Board that a fellow neighbor also has horses, and they often get out and wander to the school. Most of the time it is him who gathers them up and gets them back home. He states that people see his face and assume they are his horses. He stated he runs the horses back and that they are back in the woods as well. Mr. Johnson shared with the Board that he tries to help the neighbor keep his horses up, but it is a full-time job.

Mr. Chairman inquired about Mr. Johnson's recommendation on what he think should be done in cases where some people have horses that just roam the neighborhood.

Mr. Johnson replied his neighbor is at the age where he is unable to ride anymore, and he was thinking he would sell the horses. He reiterated he has tried to help him a couple of times, going back there to check on the horses and keep them fed, but it was a wear and tear on him because he works everyday as well. He stated he could not do it anymore and that he has tried for two years to help keep them from getting out, but they get out anytime they get ready. He explained the horses would get not the new neighborhood and they would come to his house about the horses, and he would make it very clear they weren't his horses,

draft

but he would get them out the yard. Mr. Johnson stated he lived across from the school and would see the horses. He would get on his four-wheeler to pick them up to keep the peace with everybody.

A motion was made by MR. JOSEPH, seconded by MS. NEUBERT To recommend this application for approval.

The motion was adopted by the following 8-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. NEUBERT Nays: NONE. Absent: Mses. JACKSON

ADJOURN 5:02 p.m.

Winzer Andrews, Chair

Chris Elberson, Secretary

STAFF REPORT – CITY OF SHREVEPORT

NOVEMBER 3, 2021

AGENDA ITEM NUMBER: 10
MPC Staff Member: Austin Chen
City Council District: A/Tabatha Taylor
Parish Commission District: 2/Johnson

CASE NUMBER 21-158-C: **ZONING REQUEST**
APPLICANT: ROBERT JOHNSON
OWNER: George & James Houston
LOCATION: 2443 Hawkins St. (SE corner of Legardy St. & Hawkins St.)
EXISTING ZONING: R-1-5
REQUEST: R-A
PROPOSED USE: Dwelling - Single-Family Detached

DESCRIPTION: The applicant is requesting rezoning of a 1.76-acre tract of land from R-1-5 (Single-family Residential) to R-A (Rural-Agricultural) for Single Family Residential. Adjacent to the east and south are zoned R-1-5, across Hawkins St is zoned R-1-5, across Legardy St is zoned R-1-7.

There are no previous cases on the site or nearby relevant cases.

Nearby neighborhoods include: Martin Luther King, North Highland.

REMARKS: The applicant is requesting rezoning of a 1.76-acre tract of land from R-1-5 (Single-family Residential) to R-A (Rural-Agricultural) for Single Family Residential. The applicant received a violation for keeping horses. According to UDC code 7.3.P, it states "*Keeping of livestock, including the required livestock enclosures, is permitted as an accessory use only in the R-A, R-E, and R-1-12 Districts*". The applicant can have 1 acre for the first horse, and 10,000 square feet for each additional horse. Therefore, to keep horses, it has to be rezoned to R-A or R-E or R-1-12. R-A is the most suitable zoning in this area.

As stated in Article 4.2 of the Unified Development Code (UDC), R-A is defined as "*The intent of the R-A Rural Agricultural District is to permit single-family residences within agricultural areas. All residences within this district must be compatible with surrounding agricultural operations and must maintain and preserve agricultural activities. Regulations are structured to protect the agricultural character of the district.*" The permitted by right uses in R-A zoning district include Agriculture, Animal Shelter – Operated by Public Authority, Bed and Breakfast, Cemetery, Community Center, Community Garden, Conservation Area, Day Care Home, Dwelling – Manufactured Home, Dwelling - Single-Family Detached, Educational Facility - Primary or Secondary, Group Home, Place of Worship, Public Park, Soup Kitchen, Accessory, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications, Farmers' Market, Temporary Outdoor Events, and Temporary Subdivision Sales Office. As stated in Article 7.3.P of the Unified Development Code (UDC), The following activities are permitted as part of the operation of a horse stable: *Riding*

STAFF REPORT – CITY OF SHREVEPORT

lessons, Boarding horses, Renting horses for recreational riding, Therapeutic riding.

The subject property is in a neighborhood with a semi-rural character; there are several undeveloped lots, several small houses, and some regular single-family houses. At the same time, the subject property is in a large R-1-7, R-1-5 and R-A residential district. North of the subject property are large tracts of R-1-5 and R-A zoning; East, South, and West of the subject property are large tracts of existing R-1-7 and R-1-5 zoning. The subject property is only 600 feet away from the nearest R-A. If this rezoning request is approved, the subject property remains residential. The only change is that the applicant can legally have horses on this property. Therefore, approval of rezoning to R-A would not introduce incompatible uses into the area.

Rezoning from R-1-7 to R-A will not introduce heavier traffic to the neighborhood, the subject property is still residential. Therefore, approval of rezoning is not anticipated to cause heavier traffic to the neighborhood.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zone Residential Low. The R-A Urban Corridor District would be consistent with the intentions of the Master Plan.

In lieu of a Neighborhood Participation Program meeting, the applicant was asked by the MPC Executive Director to secure a petition from the adjacent neighbors indicating their support or that they have no objection to the applicant to have horses at this location. The signed petition has been provided, showing the neighbors' support of the applicant's request. There are twenty-five signatures of the petition; considering the area's population density, twenty-five signatures demonstrate that the horses are welcomed in the neighborhood. However, an opposition letter with four signatures was received on 10/25/2021. Opponents believe that horses are harmful to the local community.

Field observations revealed on October 19, the subject property is in a neighborhood with a semi-rural character with low traffic. There are fences around the horses, that keep the horses contained within the property boundaries.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of R-1-5 (Single-family Residential) to R-A (Rural-Agricultural) is warranted, due to the lack of impact on the area as well as the proposed development fitting the character of the surrounding area.

Alternatively, based on information provided at the public hearing the MPC may:

1. Approve the rezoning request for a different zoning type.
2. Deny the zoning request.

STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT: Two spoke in opposition.

MPC BOARD
RECOMMENDATION: The Board voted 8-0 to recommend this application for approval.

CC3825

NOTICE TO THE PUBLIC

Control # 21152

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, November 3, 2021, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 21-158-C: 2443 HAWKINS ST. Application by ROBERT JOHNSON for approval to rezone property located on the southeast corner of Legardy St. & Hawkins St., from R-1-5, Single-Family Residential to R-A, Rural-Agricultural District, being more particularly described as LOTS A, B, C, D, E, F, G AND H-JAMES PARKER SUBN., SECTION 16, T18N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

21-158-C

R-A

NARCISSUS

R-1-5

R-1-7

HAWKINS

R-1-5

R-1-5
to
R-A

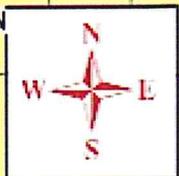
HANNA

THOMAS E HOWARD

LEGARDY

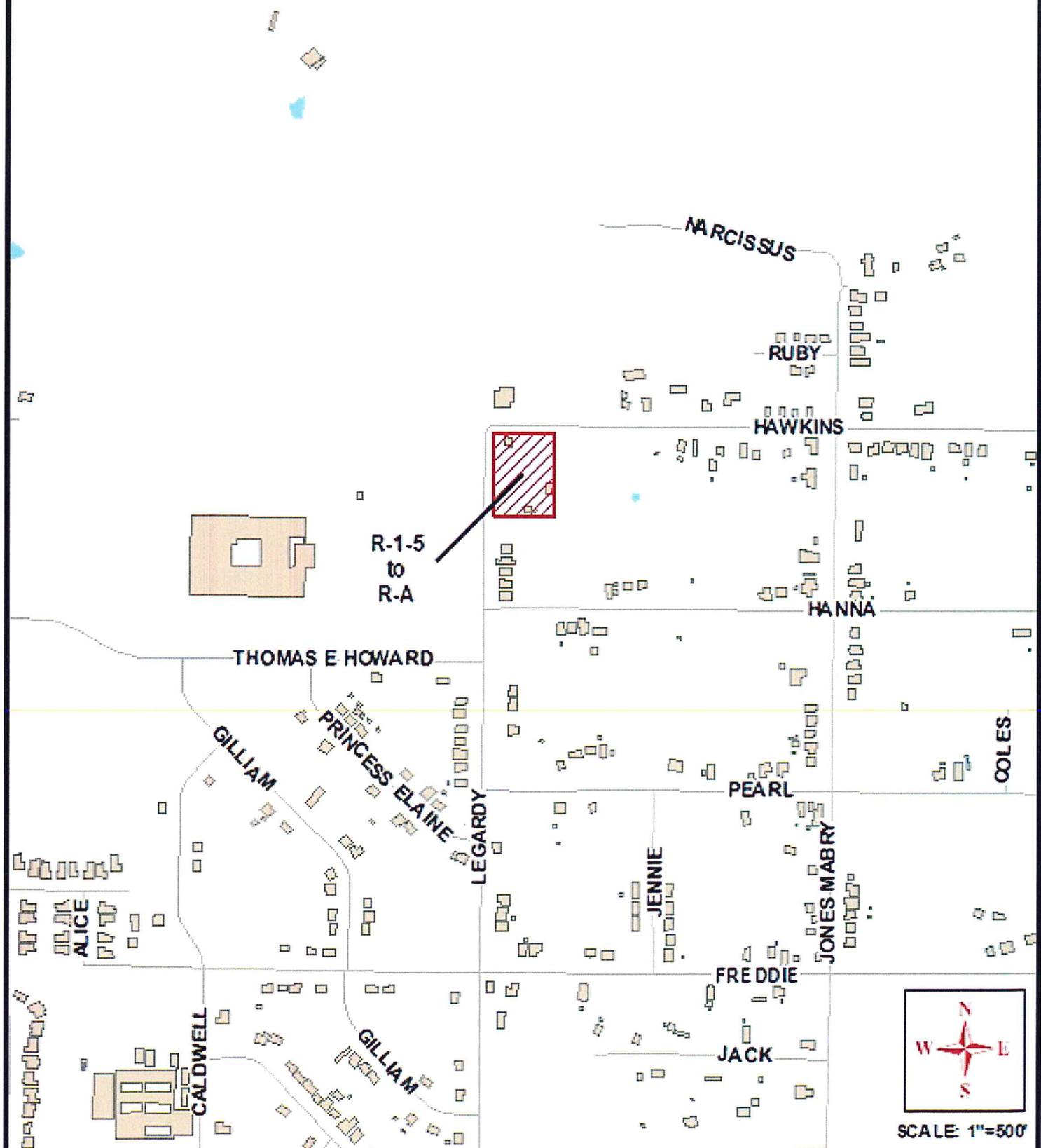
R-1-5

500' NOTIFICATION
AREA



SCALE: 1"=200'

21-158-C AREA REF MAP





SPEED
LIMIT
25

SVC

22/10/2021



22/10/2021



22/10/2021

KEEP
Aug
8.
9.
30.
31.
32
3
1

NAME

ADDRESS

SIGNATURE

1. Sherika Marshall (Sherika Marshall) 2609 Legardy St
Shreveport, LA 71107

2. Kristen Blankenship 2419 Jones Mabry Rd
Shreveport 71107

3. Dorcas Dotie 1747 Simpkin De Spoot LA
71107

4. Douglas ~~St~~ 2615 Legard St

5. Anthony May ~~St~~ Jr 2741 Phelps Rd

6. ~~St~~ 3234 Tower Dr.

7. Zackary ~~St~~ 2474 Coburn Lane

8. Deonte Crawford 1731 Avocado Drive

9. Stephanie Ellis 1867 Christopher Glen Shreveport, La 71107

10. Reginald Stroughton 2623 Legardy St Shreveport
71107

11. Helen Smith - 2627 Legardy St.

21. 19 Legardy St.

12. Savannah Syluz 3100 Shed rd. C20
Bossier City, LA 71111

13. Travis Brooks 3100 Shed rd. C20
Bossier City, LA 71111

14. Valerie S. Dennis 2532 Legardy
Shreveport, LA 71107

15. Jason S. De 2532 Legardy 71107
Shreveport, LA

16. Dennis M'Callough Sr 2542 Jones Mabry Rd
71107

17. Anthony M'Callough 2542 Jones Mabry Rd
71107

18. Sunshine McCullough 2536 Legardy St
71107

19. Travis McCullough Jr 2542 Jones Mabry Rd
71107

20. Mildred Sylvie 2536 Legardy
Shreveport, LA 71107

21. Mattie Brown 2536 Legardy
Shreveport, LA 71107

22. Cynthia Jefferson 2645 David Raines
Shreveport, LA 71107

23. Charles Jefferson 2540 Legardy St
Shreveport, LA 71107

24. James Spanic 2542 Legardy
Shreveport, LA 71107

KEEP

SIGNED

25. Alu Blankenship 2619 Legard St.

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14. ✓

15.

16. ✓

17. ✓

18. Su

19. Pa

20. M

10/24/21, 12:57 PM

Gmail - (no subject)



jackie palmer <palm71107@gmail.com>

(no subject)

Jackie palmer <palm71107@gmail.com>
Draft

Sun, Oct 24, 2021 at 12:53 PM

OPPOSITION

I'm writing to express my strong opposition to case number 21-158C, the proposed rezoning at the SE corner of Legardy and Hawkins street, which is 2443 Hawkins.

First of all, the property is in a residential area, and horses roam up and down the street leaving horse manure in the street and in neighbors' yards. All times of the day and sometimes at night, horses are galloping up and down the street. This is a safety hazard for vehicles and property owners as well as others who travel Hawkins Street. I have witnessed horses in the middle of the street and almost causing an accident as cars drive on Hawkins street.

This is also an eyesore for tax payers of the properties of Hawkins Street who care about their homes. Horses on the street bring down the property value and that is a concern, as well. This property is directly across from the side of Green Oaks High School and visible to all who travel near Hawkins street.

Rezoning violates the Statue as it is written. The Statue states the following:

R-A Rural Agricultural Zoning District

The intent of the R-A Rural Agricultural District is to permit single-family residences within agricultural areas. All residences within this district must be compatible with surrounding agricultural operations, and must maintain and preserve agricultural activities. Regulations are structured to protect the agricultural character of the district.

Notice it says "All" residences within this district must be compatible with surrounding agricultural operations, and must maintain and preserve agricultural activities. This is not the case because all do not preserve agricultural activities.

Thank you in advance for not allowing the rezoning and for stepping up to mandate that the horses are not allowed in a residential area.

Signatures


Jackie Palmer

Betty J. Caraway

Darwin Holmes



Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY		
Date: _____ Planner: _____ Case No: _____ Application Fee: _____		
1. PROPERTY INFORMATION		
Project Name: _____	Associated Case: _____	
Project Address/Location: 2443 Hawkins St		
Current Zoning District: R-1-S	Proposed Zoning District (if applicable): R-A	Parcel Number(s): 181416033000900
2. CASE TYPE		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____
3. PARCEL DESCRIPTION		
<i>(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)</i>		
4. GENERAL LOCATION OF PROPERTY		
<i>(street address and/or frontage, and distance to cross street)</i>		
5. PROPOSED USE OF THE PROPERTY		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial		
Provide a brief explanation, attach additional sheets, if necessary		



Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

II. CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

APPLICANT CONTACT INFORMATION:

Check if Primary Contact

Name: Robert J Johnson Company: _____
E-mail: Trayrobert@aol.com Phone: _____ Fax: _____
Address: 2619 Legardy St City: Shreveport State: La Zip: 71107

ARCHITECT CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Check if Primary Contact

Name: George Lee Houston Company: _____
Name: James Houston Company: _____
E-mail: _____ Phone: 318-401-6222 Fax: _____
Address: _____ City: Shreveport State: La Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Check if Primary Contact

Name: Houston, George Lee + James Lee Company: Houston
E-mail: _____ Phone: 318-401-6222 Fax: _____
Address: 2905 Montana St. City: Shreveport State: La Zip: 71107
Designee Contact Name: _____ Email Address: _____ Phone Number: _____

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

____ I will represent the application myself; OR I hereby designate Robert J Johnson (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

James L. Houston 9/8/21 Robert J Johnson 9/8/21
Property Owner Signature Date Applicant Signature Date

George S. Houston

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE NORTHEAST CORNER OF DAVID RAINES RD. AND WILLIS ST., SHREVEPORT, CADDO PARISH, LA., **FROM R-1-5, SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the northeast corner of David Raines Rd. and Willis St., Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-5, Single-Family Residential District to C-1, Neighborhood Commercial District**

LOT 5 MARY JOE PLACE SUBN., LESS R/W, AND LOT 6 MARY JOE PLACE SUBDIVISION, SECTION 17, T18N, R14W, CADDO PARISH LOUISIANA.

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

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

21-185-C
A & E THRIFT

CC3825

NOTICE TO THE PUBLIC

Control #21173

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, December 1, 2021, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 21-185-C ZONING REQUEST: 2103 DAVID RAINES RD. Application by A & E THRIFT for approval to rezone property located on the northeast corner of David Raines Rd. and Willis St., from R-1-5, Single-Family Residential District to C-1, Neighborhood Commercial District, being more particularly described as LOT 5 MARY JOE PLACE SUBN., LESS R/W, AND LOT 6 MARY JOE PLACE SUBDIVISION, SECTION 17, T18N, R14W, CADDO PARISH LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING DECEMBER 1, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, December 1, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on November 30 for case manager presentations.

Members Present

Winzer Andrews, Chair
Curtis Joseph, Vice Chair
Chris Elbersen, Secretary
Laura Neubert
Rudy Morton
Gabriel Balderas
Rachel Jackson
Bill Robertson
Harold Sater

Staff Present

Alan Clarke, Executive Director
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Adam Bailey, Community Planning & Design Manager
Jasmin Samuels, Executive Assistant
Manushka Desgage, City Attorney's Office
Henry Bernstein, Parish Attorney's Office

Members Absent

None

The hearing was opened with prayer by **MS. JACKSON** . The Pledge of Allegiance was led by **MS. NEUBERT** .

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MS. NEUBERT, seconded by MR. JOSEPH, to approve the minutes of the November 3, 2021 public hearing as submitted.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: NONE. Absent: NONE

PUBLIC HEARING

CASE NO. 21-185-C ZONING REQUEST

Applicant: A & E Thrift
Owner: A & E Thrift
Location: 2103 DAVID RAINES RD (NE corner of David Raines Rd. and Willis St.)
Existing Zoning: R-1-5
Request: R-1-5 to C-1
Proposed Use: Retail Goods Establishment

Representative &/or support:

Dedremus Norris 2103 David Raines Road, Shreveport, LA 71107

Mr. Norris stated he was trying to put a thrift store up, selling liquidation products from offline and everything else from Amazon Prime liquidation palettes. He stated you name it; he will have it.

draft

Ms. Neubert asked if Mr. Norris anticipated that one of the products that he will be offering would be school clothes for children in the area.

Mr. Norris replied yes.

Ms. Jackson inquired about some examples of some of the things Mr. Norris will be selling.

Mr. Norris stated the products will be from the liquidation palettes, there are stack of microwaves from any kind of household good, non-breakable wears, housing decorations and pretty much a little bit of everything.

Mr. Morton inquired about the current size of the building and if Mr. Norris planned to do any kind of remodeling, expansion.

Mr. Norris stated he planned 40x60 or 30x50 size building.

Mr. Morton asked if he had plans to demolish the current building and rebuild.

Mr. Norris stated he already has. He shared it will be fully insulated with AC and restrooms.

Mr. Clarke shared as discussed previously, staff could not recommend to the Board to approve this spot zoning, C-1, in the middle of the R-1-5 in the area on David Raines, but the staff did suggest that it is a possibility that a SPUD could be proposed by the applicant. He explained it would retain the base zoning, R-1-5, but allow him to only do the thrift shop that he is proposing to do. He stated that would require that this case to be deferred and continued today. Mr. Clarke shared the staff would have to sit down with the applicant to determine some amenities that would be required in order to transform this site from residential to commercial site. He shared that the staff revisited records of the neighborhood participation planned meeting and initially he was under the impression that four people attended the meeting, when in fact 40 people attended and 40 citizens have shown an interest that done properly that this use could be beneficial to the area.

Mr. Andrews inquired about Mr. Norris having any problems with deferring and continuing to give him an opportunity to sit with staff.

Mr. Norris replied no sir.

Opposition:

There was no opposition present.

A motion was made by MS. NEUBERT, seconded by MR. ROBERTSON To recommend this application for approval.

The motion was adopted by the following 7-2 vote: Ayes: Messrs. BALDERAS, ELBERSON, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: Messrs. ANDREWS & JOSEPH. Absent: NONE



505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

DECEMBER 1, 2021

AGENDA ITEM NUMBER: 10
MPC Staff Member: Ben Mohler
City Council District: A/Tabatha Taylor
Parish Commission District: 2/Johnson

CASE NUMBER 21-185-C: ZONING REQUEST

APPLICANT: A & E THRIFT
OWNER: A & E Thrift
LOCATION: 2103 David Raines Road (NE corner of David Raines Rd. and Willis St.)
EXISTING ZONING: R-1-5
REQUEST: R-1-5 to C-1
PROPOSED USE: Retail Goods Establishment

DESCRIPTION: The applicant is requesting approval to rezone approximately 0.32-acres from R-1-5 (Single-Family Residential) to C-1 (Neighborhood Commercial) to allow a thrift store, defined as a retail goods establishment within the Unified Development Code, to be allowed within the property. The property is surrounded to the north, west and south across Willis St. by existing R-1-5, while to the west across David Raines Rd. is property zoned IC (Institutional Campus).

There are no relevant cases associated with the subject property, there are several relevant cases associated with nearby properties; C-116-81 granted rezoning approval from R-A (Residential Agricultural) to B-3 (General Commercial) for a residence and garage. C-109-84 granted rezoning approval from R-A to I-2 for a warehouse, C-7-01 granted approval from R-1H (Single-Family Residential) to B-3 for a church, and C-70-13 granted Planned Business Group approval in a B-2 for retail sales of tires.

Nearby neighborhoods include: Lakeview, Martin Luther King, North Highland, West Cooper Road

REMARKS: A rezoning of the property from R-1-5 to C-1 is requested for the purpose of allowing a retail goods establishment by right. The site in question has been sitting vacant as a residential property for several years.

As stated in Article 4.3 of the Unified Development Code (UDC), C-1 is defined as "The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in character of the surrounding residential neighborhood. Residential dwelling units are allowed above the ground floor." The permitted by right uses in R-MHS zoning district include Agriculture, Amusement Facility – Indoor, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Bus Transfer Station, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary, Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer

STAFF REPORT – CITY OF SHREVEPORT

Vendor, Government Office, Lodge/Meeting Hall, Medical/Dental Office, Office, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant, Retail Goods Establishment, Soup Kitchen, Soup Kitchen - Accessory, Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications, Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise, and Temporary Seasonal Sales.

Regarding the Master Plan vision, the Future Land Use Map of the 2030 Great Expectations Master Plan shows the site in question sitting at a corner with "Residential Medium" being projected along Willis Street, and "Institutional" going north-to-south along David Raines Road. A rezoning to commercial would not be keeping in line with the Master Plan vision and would be converting existing residential property into commercial. While this is not unprecedented for the surrounding area, the existing commercial found to the south of the subject property concentrates along Dr Martin Luther King Drive, creating a commercial corridor away from the proposed subject property.

While the area to the south of the subject property along Dr. Martin Luther King Jr Drive has built itself up in recent years a commercial corridor, the subject property would be pushing the commercial further into the predominately residential area that is currently existing. While the argument can be made that the applicant would be converting a currently vacant property into a commercial business, the threat to the existing residents of their almost entirely residential neighborhoods is too large of a potentially negative impact for the rezoning to be considered good land use practice.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on November 9th at 4 PM. There was a total of 4 participants, and the applicant has stated many of the questions involved what kind of development would be going in should the rezoning be approved as well as what he planned on doing with the existing structure on site. The applicant has stated no one seemed opposed to the project, and the office of the MPC has received no calls regarding this project at this time.

A site visit was conducted by MPC staff to in order to assess current site conditions as well as the surrounding area. The site in question was found to be undeveloped, retaining many of the characteristics seen in similar undeveloped property in the area.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that denial of the rezoning request from R-1-5 (Single-Family Residential) to C-1 (Neighborhood Commercial) is warranted, due to the potential negative impact commercial zoning would have on the surrounding residential area.

Alternatively, based on public comment the MPC Board may:

1. Vote to approve the rezoning application.



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STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT: There was no opposition present.

**MPC BOARD
RECOMMENDATION:** The Board voted 7-2 to recommend this application for approval.

21-185-C

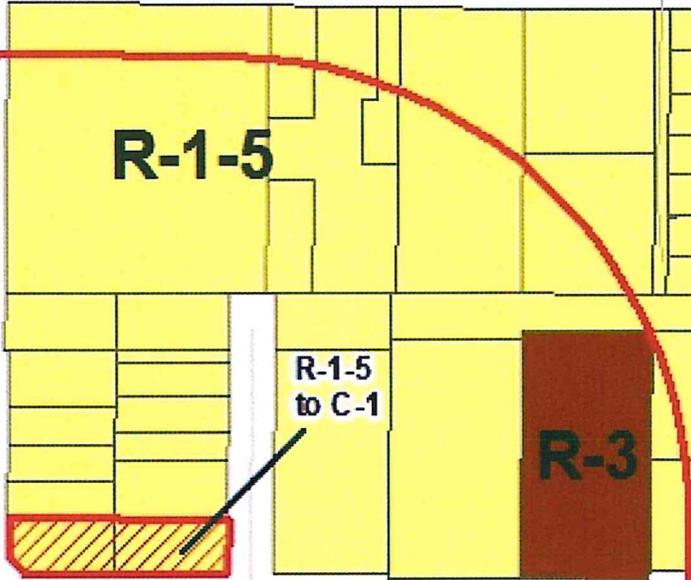
R-3

R-1-5

DAVID RAINES

NORTON

WILLIE MAYS



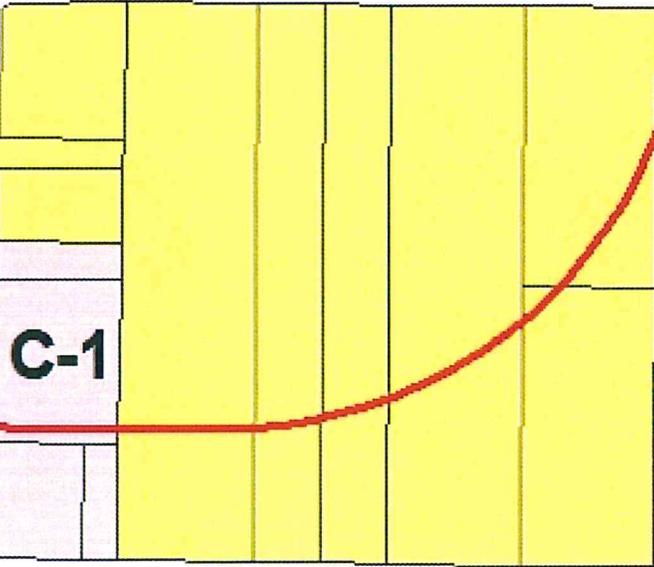
R-1-5

R-1-5
to C-1

R-3

IC

WILLIS



C-1

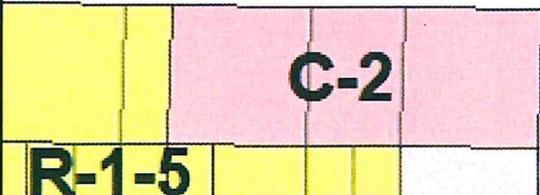
HAZEL

C-2

500' NOTIFICATION
AREA

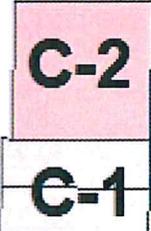
DR MARTIN LUTHER KING JR

DR MARTIN LUTHER KING JR



C-2

R-1-5



C-2

C-1

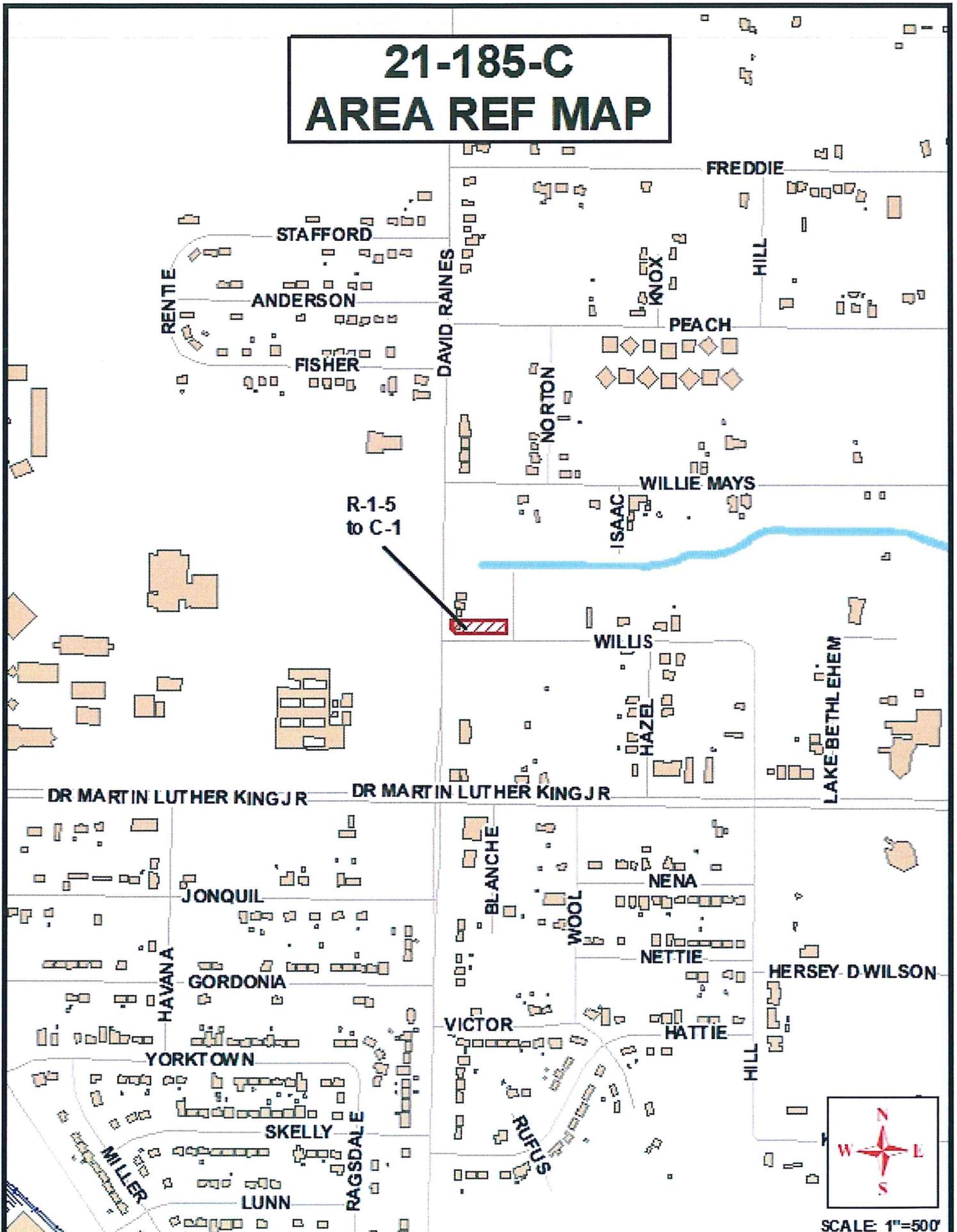
BLANCHE

WOOL



SCALE 1"=200'

21-185-C AREA REF MAP





18/11/2021



18/11/2021



8/11/2021



18/11/2021

OWNER	STREET ADDRESS	CITY	STATE	ZIP
	Red River C Po Box 1795	Shreveport	La	71166-1795
	Shreveport 1234 Texas Ave	Shreveport	La	71101-3345
	Thomas, W 2115 David Raines Rd	Shreveport	La	71107-4715
	Frierson, Je 14719 El Grande Dr	Houston	Tx	77083-3226
	Suttle, Sam C/O Sheila Suttle	Shreveport	La	71107
	Gowest Prc 2150 Fm Road 727	Jefferson	Tx	75657
	Apostolic C 2998 Martin Luther King Drive	Shreveport	La	71107
	Louisiana S Po Box 94064	Baton Rouge	La	70804-9064
	Spearman, 2976 Dr Martin Luther King Jr	Shreveport	La	71107
	Francis, Et 2975 Willie Mays St	Shreveport	La	71107-4843
	Shreveport 1234 Texas Ave	Shreveport	La	71101-3345
	Deveraux, , Po Box 5176	Shreveport	La	71135-5176
	Avery, Mar 2111 David Raines Rd	Shreveport	La	71107-4715
	Easter, Car 2975 Willie Mays St	Shreveport	La	71107-4843
	Shreveport 1234 Texas Ave	Shreveport	La	71101
	Casey, Lillia C/O Nathaniel Francis	Shreveport	LA	71107
	Shreveport 1234 Texas Ave	Shreveport	LA	71101
	Collins, Cla 2107 David Raines Rd	Shreveport	La	71107
	Jones, Huri 150 Tiffany Est	Shreveport	La	71051-8082
	Walette, N 2944 Milam St	Shreveport	la	71103
	Apostolic C 2998 Dr. Martin Luther King, Jr. Drive	shreveport	la	71107
	Shreveport 1234 Texas Ave	Shreveport,	la	71101
	Moore, Lut 3946 Treat Dr	shreveport	la	71119
	Raphel, Pei 329 Southwest 71st Street	Lawton	OK	73505
	Brown, Anr 2247 Audrey Ln	shreveport	la	71107
	Apostolic C 2998 Dr. Martin Luther King, Jr. Drive	shreveport	la	71107
	Fertitta, Jol 224 Pomeroy Dr	Shreveport	La	71115-2612
	Edwards, C 2103 David Raines Rd	Shreveport	la	71107
	Emily Trant 505 Travis Street Suite 440	Shreveport	LA	71101
	Irma Roger 3067 Dr. Martin Luther King Drive	Shreveport	LA	71107
	Bennie Dot 1341 Russell Road	shreveport	LA	71107
	Kelly Killian 1500 N Market Street Suite B104	Shreveport	LA	71107
	Virginia Ev 2817 Hersey D. Wilson Drive	Shreveport	LA	71107



Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY		
Date: <u>10/19/21</u>	Planner: <u>A. Correa</u>	Case No: <u>21-185-C</u> Application Fee: <u>\$800</u>
1. PROPERTY INFORMATION		
Project Name: <u>A&E Thrift</u>	Associated Case:	
Project Address/Location: <u>2103 David Raines RD</u>		
Current Zoning District: <u>R-1-S</u>	Proposed Zoning District (if applicable): <u>C-1</u>	Parcel Number(s): <u>181417-16-5, -6</u>
2. CASE TYPE		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____
3. PARCEL DESCRIPTION		
<i>(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)</i>		
<u>Helping low-income families with everyday essential</u>		
4. GENERAL LOCATION OF PROPERTY		
<i>(street address and/or frontage, and distance to cross street)</i>		
<u>2103 David Raines RD</u>		
5. PROPOSED USE OF THE PROPERTY		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial		
<i>Provide a brief explanation, attach additional sheets, if necessary</i>		



UDC City of Shreveport
Revised August 21, 2020

Land Development

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UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): R-1-5	Proposed Zoning District(s): C-1	Proposed Building Use(s):	
If more than one district, provide the acreage of each:		Existing Building(s) sq. ft. gross:	
Special Purpose Overlay District (if applicable):		Proposed Building(s) sq. ft. gross:	
Total Site Acres: 0.16		Total sq. ft. gross (existing & proposed):	
Off-Street Parking Required:		Proposed height of building(s):	Number of stories:
Off-Street Parking Provided:		Ceiling height of First Floor:	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage):		Lot Coverage (Total Area in square feet):	
Lot Coverage Percentage of Total Lot Area:			
9. STORMWATER INFORMATION			
Existing Impervious Surface:	acres/square feet	Hazard Flood Area	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Impervious Surface:	acres/square feet	Red River	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cross Lake Watershed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Wetlands	<input type="checkbox"/> Yes <input type="checkbox"/> No



UDC City of Shreveport
Revised August 21, 2020

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UDC DEVELOPMENT APPLICATION

10. CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

APPLICANT CONTACT INFORMATION:

Name: Dedremus M Norris Company: A&E Thift Check if Primary Contact
 E-mail: DedremusNorris01@gmail.com Phone: 318 464-9302 Fax: _____
 Address: 2107 David Raines RD City: Shreveport State: LA Zip: 71107

ARCHITECT CONTACT INFORMATION:

Name: _____ Company: _____ Check if Primary Contact
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Name: _____ Company: _____ Check if Primary Contact
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Name: Dedremus Norris Company: A&E Thifts Check if Primary Contact
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Designee Contact Name: _____ Email Address: _____ Phone Number: _____

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

I will represent the application myself; OR I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Norris, D
Property Owner Signature

10-19-21
Date

Dedremus Norris
Applicant Signature

10-19-21
Date

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ENTER WEST OF LINWOOD AVE & APPROX. 83' SOUTH OF W. 83RD ST., SHREVEPORT, CADDO PARISH, LA., FROM R-1-7, SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-2, CORRIDOR COMMERCIAL DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located west of Linwood Ave & approx. 83' south of W. 83rd St., Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed from R-1-7, Single-Family Residential District to C-2, Corridor Commercial District

LOT 59, LESS E. 10 FT. FOR R/W, WOODHAVEN SUBN. SECTION 26, T17N, R14W, CADDO PARISH, LOUISIANA and LOT 60, LESS E. 10 FT. FOR R/W, WOODHAVEN SUB., SECTION 26, T17N, R14W, CADDO PARISH, LOUISIANA.

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

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

21-184-C
THERESA DICKEY

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING JANUARY 5, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, January 5, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on January 4 for case manager presentations.

Members Present

Winzer Andrews, Chair
Curtis Joseph, Vice Chair
Chris Elberson, Secretary
Laura Neubert
Rudy Morton
Gabriel Balderas
Rachel Jackson
Bill Robertson

Staff Present

Alan Clarke, Executive Director
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Adam Bailey, Community Planning & Design Manager
Jasmin Samuels, Executive Assistant
Manushka Desgage, City Attorney's Office

Members Absent

Harold Sater

The hearing was opened with prayer by **MS. JACKSON** . The Pledge of Allegiance was led by **MS. NEUBERT**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by **MR. ELBERSON**, seconded by **MS. NEUBERT**, to approve the minutes of the December 1, 2021 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. **ANDREWS, ELBERSON, JOSEPH, MORTON, ROBERTSON**, and Meses. **JACKSON & NEUBERT** Nays: **NONE**. Absent: **BALDERAS, & SATER**

PUBLIC HEARING

CASE NO. 22-184-C ZONING REQUEST

Applicant:	Theresa Dickey
Owner:	Theresa Dickey
Location:	8316 LINWOOD AVE (West of Linwood Ave & approx. 83' south of W. 83rd St.)
Existing Zoning:	R-1-7
Request:	R-1-7 to C-2
Proposed Use:	Restaurant

Representative &/or support:

Opposition:

There was no opposition present.

Mr. Andrews asked staff what is the normal policy at this point with no representative present.

draft

Mr. Clarke stated the Board has two options. They could move this to the end of the agenda to allow for the applicant to arrive or they can accept the case with the staff recommendations if the Board has no other questions, to make a decision on the application.

Mr. Andrews reiterated they have two options currently. They can either entertain a motion to move this to the end of the agenda today, allowing the applicant a chance perhaps maybe appear or they could accept the recommendations of the staff as printed and then move forward with that.

Due to technical difficulties the Board voted on this case and every case after by a show of hands

A motion was made by MS. NEUBERT, seconded by MR. JOSEPH To recommend this application for approval.

The motion was adopted by the following 8-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, & ROBERTSON, and Meses. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. SATER

STAFF REPORT – CITY OF SHREVEPORT

JANUARY 5, 2022

AGENDA ITEM NUMBER: 7
MPC Staff Member: Austin Chen
City Council District: F/James Green
Parish Commission District: 6/Jones

CASE NUMBER 21-184-C: ZONING REQUEST

APPLICANT: THERESA DICKEY
OWNER: Theresa Dickey
LOCATION: 8306 & 8316 Linwood Ave (West side of Linwood Ave, approx. 83' south of W. 83rd St)
EXISTING ZONING: R-1-7
REQUEST: R-1-7 to C-2
PROPOSED USE: Restaurant

DESCRIPTION: The applicant is requesting rezoning of a 0.22-acre tract of vacant land from R-1-7 (Single-family Residential) to C-2 (Corridor Commercial) for operating a restaurant. Adjacent to the North and West, are zoned R-1-7, adjacent to the South is zoned C-2. Across Linwood Ave is zoned C-2.

There is no previous case associated with this property. Nearby relevant cases include: approval of rezoning to B-1 (Buffer Business; C-1 Neighborhood Commercial under UDC) for a daycare center (C-1-98) and Office (C-43-02) and Counseling office (C-64-14). Approval of rezoning to B-2 (Neighborhood Business; C-2 Corridor Commercial under UDC) for a Restaurant. Approval of rezoning to R-1D-E (One- Family Residence Extended Use) for a community center & computer lab (C-42-07).

Nearby neighborhoods include: Brookwood, Cedar Grove, Hollywood, Hyde Park, Suburban Acres, West Cedar Grove.

REMARKS: December 14, 2021 Update: The neighborhood meeting occurred at 11:00 AM on December 13, 2021. No one attended the meeting; therefore, no opposition was stated during the meeting. The staff report has been updated according to the meeting report.

November 16, 2021 Update: The neighborhood participation meeting (NPP) did not occur on November 16 due to miscommunication between the applicant and the MPC office. Since the neighborhood participation meeting is mandatory for this rezoning case, deferring this case to January 5 will provide enough time for the applicant to host the second neighborhood participation meeting.

The applicant is requesting the rezoning of a 0.22-acre tract of vacant land from R-1-7 (Single-family Residential) to C-2 (Corridor Commercial) for operating a restaurant. At the time of writing this report, except for the directly adjacent land to the southwest, all other directly adjacent land is vacant. The applicant is considering adding a drive-through in the future. Requesting C-2 is reasonable for the

STAFF REPORT – CITY OF SHREVEPORT

drive-through facility. C-2 is also the predominant Zoning in this Linwood corridor.

As stated in Article 4.3 of the Unified Development Code (UDC), C-2 is defined as *"The C-2 Corridor Commercial Zoning District is intended to accommodate the commercial corridors of the City of Shreveport. The C-2 District addresses primarily auto-oriented retail, both individual businesses and retail centers, with the intent of improving the pedestrian environment along the corridor. Mixed-use development is encouraged with residential dwelling units allowed above the ground floor."* The permitted by right uses in C-2 zoning district include *Agriculture, Amusement Facility – Indoor, Animal Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Body Modification Establishment, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Business Support Services, Commercial Facility For Pop-Up Use, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the, Ground Floor, Educational Facility - Primary or Secondary, Education Facility- University, College or Vocational, Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Government Office, Healthcare Institution, Lodge/Meeting Hall, Medical/Dental Office, Office, Outdoor Dining, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant, Retail Goods Establishment, Retail Sales of Alcohol- Beer/Wine, Self-Service Ice Vending Unit, Soup Kitchen, Soup Kitchen-Accessory, Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications, Temporary Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise, Temporary Seasonal Sales.*

The subject property is in a large area of R-1-7 single-family residential zoning and directly adjacent to the large area of C-2 Corridor Commercial zoning. North and West of the subject property are large tracts of R-1-7 residential Zoning, East and South are Corridor Commercial zoning; about 130 feet south of the subject property are two existing restaurants. Several businesses near the subject property include restaurants, a supercenter, a pawn shop, and a liquor & wine store. All the other possible C-2 uses are compatible with the surrounding Zoning and the existing uses in the area, the C-2 Zoning is generally compatible with the surrounding Zoning and existing uses. Therefore, approval of rezoning to C-2 would not introduce incompatible uses into the area.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zoned Residential Low. The C-2 Corridor Commercial zoning would not be consistent with the intentions of the Master Plan. However, there are already several restaurants close by, and the subject property is on Linwood Avenue, which is one of the heavily traveled thoroughfares. At the same time, the subject property has been vacant for almost two decades, and newly built restaurants will positively impact the local economy. Based on practical considerations, approval of this rezoning will positively impact the community.

Per UDC requirements, the applicant hosted a neighborhood participation meeting at 11:00 AM on December 13, 2021, to present their proposed operation to interested parties. No one attended the

STAFF REPORT – CITY OF SHREVEPORT

meeting; therefore, there was no opposition stated during the meeting.

Field observations were made on December 17. All directly adjacent land is vacant except for the lot to the southwest corner, which is a small residential building. The overall density of nearby residential areas is low, and there were several abandoned residential buildings observed near the subject site. Across Linwood Ave is Piggly Wiggly supermarket; there are two existing restaurants within 200 feet, and there is a thrifty liquor store within 250 feet. Therefore, approval of rezoning to C-2 would not introduce incompatible uses into the area.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of R-1-7 (Single-family Residential) to C-2 (Corridor Commercial) is warranted, due to compatibility with the surrounding area.

Alternatively, based on information provided at the public hearing the MPC may:

1. Approve rezoning to C-1 Neighborhood Commercial, if a drive-through is not planned.
2. Deny the zoning request.

PUBLIC ASSESSMENT: There was no opposition present.

MPC BOARD

RECOMMENDATION: The Board voted 8-0 to recommend this application for approval.

OS

21-184-C

81ST

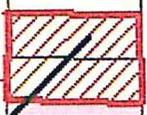
CLEVELAND

LINWOOD

R-1-7

82ND

R-1-7



R-1-7
to
C-2

C-2

84TH

DAVID

DONNA

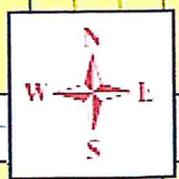
C-2

C-3

500' NOTIFICATION
AREA

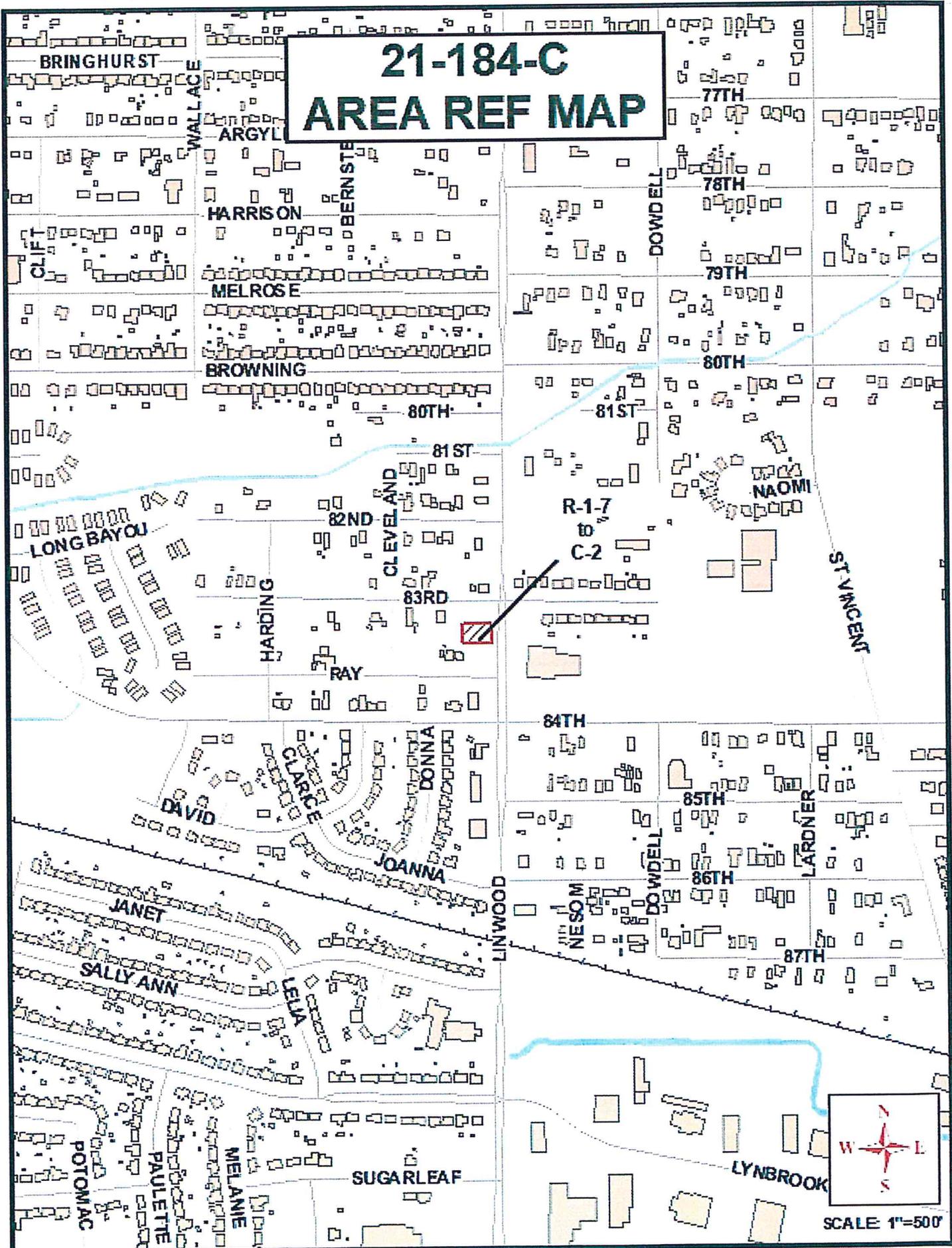
R-1-5

85TH



SCALE: 1"=200'

21-184-C AREA REF MAP



SCALE 1"=500'



PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION

1/19/2021



11/19/2021



1/19/2021



11/19/2021

Dear neighbors,

I Theresa Dickey owns vacant land at 8306 and 8316 Linwood Ave. I would like to open a new restaurant it will be open for breakfast and lunch hours of operation will be 7 AM to 3 PM Monday through Saturday and closed on Sunday.

The site location is located between W. 83rd in the Linwood Avenue R-1-7 residential zoning district, where a restaurant is not allowed according to the article 5 section 5.2 of the united development code. Therefore I will be applying for a zone change to be at 8306 and 8316 Linwood Ave C-UC Urban Corridor District in order to operate a standard restaurant. This site is a single-story residential structure with a combined square foot of 5000 ft. The parking will be located on site and on-street parking will not be provided and no variance or waivers are required.

Because you are a nearby neighbor or otherwise interested in the neighborhood. I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application has to be heard by the Metropolitan Planning Commission and the City Council and we are required t do this before we submit our application to the Metropolitan Planning Commission.

The meeting will take place:

Monday December 13, 2021 @ 11:00am. Location will be 8316 Linwood Ave

At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you are unable to attend and would like to receive info from the meeting, please feel free to contact me. If you have additional questions or comments,here how to reach me. I hope to see you at the meeting on March 1st.

Sincerely,
Theresa Dickey
theresa.dickey@yahoo.com



Office of the MPC
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6440 | fax 318-673-6112

Neighborhood Participation Plan Report

This template is for informational purposes only, and should be used as a guide—and modified accordingly—to meet the specifics for your meeting. Items 1-11, along with a notary signature and stamp, are required for submittal.

- 1. Project Name: Linwood Rezoning
2. Contact Name: Theresa Dickey
3. Meeting Date: Dec 13, 2021
4. Meeting Location: 5306 + 8316 Linwood Ave
5. Meeting Start Time: 11 am
6. Meeting End Time: 1:30 PM
7. Number of People in Attendance: 2
8. Date of Filing of Land Use Application: 10/19/21
9. General Introduction: NONE

Please include information about who you reached out to for the meeting, communication outreach methods (letters, Facebook, emails, etc), what you were proposing at the time of the neighborhood meeting, the meeting format (PowerPoint, Q&A, Display Boards, etc), and who attended the meeting on behalf of the applicant (architect, engineer, attorney, developer, property owner, etc). Additional information that you feel is important to include is welcomed.

10. Summary of Concerns and Issues Raised at the Meeting: NONE
Please list and respond to each one individually; include as many items that were discussed.

- a) List question/concern/comment/request for changes to the proposed plans. Applicant Response:
b) List question/concern/comment/request for changes to the proposed plans. Applicant Response:

11. Additional Items Required for Report Submittal:

- Copy of address list for mailing NONE
• Meeting sign-in sheet
• Meeting minutes
• Copy of any Site Plan and/or Renderings that was presented at the Neighborhood Meeting

12. Deadline:

- If your land use application requires a Public Hearing before the MPC Board, then your Neighborhood Participation Report must be submitted a minimum of 2-weeks prior to the Public Hearing.
• If your land use application does not require a Public Hearing, no decision on your land use application will be made until a Neighborhood Participation Plan Report has been submitted to your Case Manager.

I, the undersigned, as the applicant or an authorized representative of the applicant do solemnly swear and attest that the information provided is true and accurate. I have included a complete record of the neighborhood meeting, as well as an honest response regarding the intentions for development.

Theresa Dickey 12/13/21
Signature of Applicant or Authorized Representative Date
Theresa Dickey
Type or Print Name of Applicant (or Authorized Representative)



Land Development

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UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY					
Date: _____	Planner: _____	Case No: <u>21-184-C</u> Application Fee: <u>\$800</u>			
Project Name: <u>Linwood Rezoning</u>		Associated Case: _____			
Project Address/Location: <u>8306 & 8316 Linwood Ave</u>					
Current Zoning District: <u>R17</u>	Proposed Zoning District (if applicable): <u>C2</u>	Parcel Number(s): <u>171426033005900 + 171426033006000</u>			
<table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top; border: none;"> <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Preliminary & Final Plat (7 or more lots) <input type="checkbox"/> Final Plat (Less than 7 lots) <input type="checkbox"/> Re-Plat </td> <td style="width: 33%; vertical-align: top; border: none;"> <input type="checkbox"/> Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan <input type="checkbox"/> PUD Site Plan (Administrative) <input type="checkbox"/> Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan </td> <td style="width: 33%; vertical-align: top; border: none;"> <input type="checkbox"/> Public Right-of-Way Closure and Abandonment <input type="checkbox"/> Site Plan Approval <input type="checkbox"/> Site Plan Revision <input type="checkbox"/> Site Plan Modification <input type="checkbox"/> Other: _____ </td> </tr> </table>			<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Preliminary & Final Plat (7 or more lots) <input type="checkbox"/> Final Plat (Less than 7 lots) <input type="checkbox"/> Re-Plat	<input type="checkbox"/> Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan <input type="checkbox"/> PUD Site Plan (Administrative) <input type="checkbox"/> Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment <input type="checkbox"/> Site Plan Approval <input type="checkbox"/> Site Plan Revision <input type="checkbox"/> Site Plan Modification <input type="checkbox"/> Other: _____
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(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description) <u>See Attached Sheet</u>					
(street address and/or frontage, and distance to cross street) <u>W. 83rd & Linwood Ave</u>					
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial					
Provide a brief explanation, attach additional sheets, if necessary					



UDC City of Shreveport
Revised August 21, 2020

Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

APPLICANT CONTACT INFORMATION:

Check if Primary Contact

Name: THERESA DICKEY Company: _____
E-mail: theresa.dickey@uphd.com Phone: 318-573-6730 Fax: _____
Address: 9516 Champarral Ln City: Shreveport State: LA Zip: 71118

ARCHITECT CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Check if Primary Contact

Name: "Same" Company: _____
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____
Designee Contact Name: _____ Email Address: _____ Phone Number: _____

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

____ I will represent the application myself, OR ____ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Theresa Dickey
Property Owner Signature

10/19/21
Date

THERESA DICKEY
Applicant Signature

10/19/21
Date

OWNER	STREET ADDRESS	CITY	STATE	ZIP
Rogers, Margaret Ann Brown	514 W 84th St	Shreveport	La	71106
Green, Jimmy L.	459 East 83rd Street	Shreveport	La	71106
Wilson, Cassandra	Po Box 36804	Shreveport	La	71133
Phelps, H. B. & Shirley Ann Harris Phelps	425 W 82nd St	Shreveport	La	71106-5303
318 Property Llc	10002 Trailridge Dr	Shreveport	La	71106
Dontia Properties, Llc	463 Railsback Rd	Shreveport	La	71106
Blackburn, Maude Esther	329 W 84th St	Shreveport	La	71106-5425
Dickey, Theresa	9516 Chaparral Ln	Shreveport	La	71118
K-Developers, L.L.C.	543 S Main St	Springhill	La	71075-4027
Cavarria Smith Llc	6077 Dorchester Cir	Keithville	La	71047
Atklins, Terry S. And Kearra S. Atkins	8702 Lelia Dr	Shreveport	La	71106
Perry, Adriananna	423 West 82nd Street	Shreveport	La	71106
Smith, Easter Deloise	505 W 82nd St	Shreveport	La	71106-5305
Stevens, Veva Walker 1/2, Glenda Faye Stevens	519 W 83rd St	Shreveport	La	71106-5311
Williams, Marchello Lynn 1/4, Etal	206 Lakehurst	Shreveport	La	71108
Mc Gee, Easter Deloise Smith	505 West 82nd St	Shreveport	La	71106
Vandiver Enterprises Ii Llc	3814 White Post Ct	Alexandria	Va	22304
Johnson, Willie Mack, Jr. And	424 W 82nd St	Shreveport	La	71106-5304
Peaceful Rest Missionary Baptist Church	8200 St Vincent Ave	Shreveport	La	71106
Arcadia Land Company, Llc.	707 Benton Rd Ste 201	Bossier City	La	71111-3731
Swan, Rodger Dane 1/3, Michael Wayne Swan 1/3	10701 Bethany State Line Rd	Bethany	La	71007-9745
Diamond One Properties, Inc.	2108 Chase Cv	Shreveport	La	71118-4610
Samuel-Wade, Sharon Renee	8405 Donna Ln	Shreveport	La	71106-5335
Brewer Ventures, Llc	9587 Basin St	Shreveport	La	71106
Washington, Lee Ervin	3040 Devaughn St	Shreveport	La	71108
Tucker, Rece, Jr	8110 Linwood Ave	Shreveport	La	71106-5408
Moody Investment Corporation	1854 Linton Rd	Benton	La	71006-8762
Chc Realty, Llc	8943 Kingston Rd	Shreveport	La	71118
Reagan, John, Jr.	601 W 74th St	Shreveport	La	71106-3605
London, Danny Ray	641 Melrose St	Shreveport	La	71106
Chandler, Nancy D. 50% And	8118 Jewella Ave	Shreveport	La	71108
High Sierra Tax Sale Properties Llc	Po Box 850001	Orlando	Fl	32885-0001
Wildes Llc	9896 Deepwoods Dr	Shreveport	La	71118

Nebraska Alliance Realty Company 1% Etal	5106 California St	Omaha	Ne	68132
Rives Property Management, L.L.C.	708 Martinique Ct	Shreveport	La	71115-4614
G & J Miciotto Properties, L.P.	533 Northampton Dr	Shreveport	La	71106-6823
Sanders, Olanza	1210 Gibbs St	Mansfield	La	71052
Davis, Joe Daniel And Reavie Lee Terrell	244 N Emerald Loop	Shreveport	La	71106-5563
Abigail Land Holdings 21 Llc	13575 Lynam Dr	Omaha	Ne	68138
Hootsell, Charlie, Jr And	408 W. 84th St	Shreveport	La	71106
Henderson, Linda B	3990 Vitruvian Way Unit 850	Addison	Tx	75001
Murray, Raleigh	1224 Reedsport	Desoto	Tx	75115
Plum Orchard Properties, Llc	11625 Ellerbe	Shreveport	La	71115
Johnson, Willie, Iii	419 W 82nd St	Shreveport	La	71106
Foster, Freda Amalong 1/3, Etal	8208 Linwood Ave	Shreveport	La	71106-5410
Hill, Maribeth	1326 Summers	Shreveport	La	71108
Collins, Buddy And Associates, Inc.	Po Box 5477	Bossier	La	71171-5477
Velasco, Claudio Santiago	127miller Street	Benton	La	71006
Turner, Jeffrey William And	2923 Chardonnay Cir	Shreveport	La	71106-8418
Kelley, James E. And Judy Ann Kelley	6008 Thornhill Ave	Shreveport	La	71106-2026
1st Pharmacy Corporation	P O Box 325	Justin	Tx	76247
K-Developers, Llc	543 South Main Mall	Springhill	La	71075
Samuels, Savannah 1/2 And	C/O Lelia S. Wayne	Shreveport	La	71129
Adair Asset Management, Llc/Us Bank 50% And	405 N 115th St Ste 100	Omaha	Ne	68154-2507
Houston, Janie Russell	8402 Donna Ln	Shreveport	La	71106-5336
Dontia Properties, L.L.C.	463 Railsback Road	Shreveport	La	71106
Johnson, Willie Iii	424 W 82nd St	Shreveport	La	71106
Ora Hart	7931 Thornhill Avenue	Shreveport	La	71106
James Djamba	505 Travis Street Suite 440	Shreveport	La	71101

CC3825

NOTICE TO THE PUBLIC

Control #21173

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, December 1, 2021, at 3:00 p.m. in the Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 21-184-C ZONING REQUEST: 8316 LINWOOD AVE. Application by THERESA DICKEY for approval to rezone property located west of Linwood Ave & approx. 83' south of W. 83rd St., from R-1-7, Single-Family Residential District to C-2, Corridor Commercial District, being more particularly described as LOT 59, LESS E. 10 FT. FOR R/W, WOODHAVEN SUBN. SECTION 26, T17N, R14W, CADDO PARISH, LOUISIANA and LOT 60, LESS E. 10 FT. FOR R/W, WOODHAVEN SUB., SECTION 26, T17N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTH SIDE OF BERT KOUNS INDUSTRIAL LOOP EXPY, APPROX. 520' EAST OF LINWOOD AVE., SHREVEPORT, CADDO PARISH, LA., **FROM C-3, GENERAL COMMERCIAL DISTRICT TO C-4, HEAVY COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the south side of Bert Kouns Industrial Loop Expy, approx. 520' east of Linwood Ave., Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-3, General Commercial District to C-4, Heavy Commercial District**

4.117 ACS. M/L- LOT 1, AUTO BODY EXPRESS COMMERCIAL SUBDIVISION, SECTION 11, T16N, R14W, Caddo Parish, Louisiana.

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

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

21-199-C
CROSS DEVELOPMENT

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING JANUARY 5, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, January 5, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on January 4 for case manager presentations.

Members Present

Winzer Andrews, Chair
Curtis Joseph, Vice Chair
Chris Elberson, Secretary
Laura Neubert
Rudy Morton
Gabriel Balderas
Rachel Jackson
Bill Robertson

Staff Present

Alan Clarke, Executive Director
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Adam Bailey, Community Planning & Design Manager
Jasmin Samuels, Executive Assistant
Manushka Desgagne, City Attorney's Office

Members Absent

Harold Sater

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MS. NEUBERT**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by **MR. ELBERSON**, seconded by **MS. NEUBERT**, to approve the minutes of the December 1, 2021 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. **ANDREWS, ELBERSON, JOSEPH, MORTON, ROBERTSON**, and Meses. **JACKSON & NEUBERT** Nays: **NONE**. Absent: **BALDERAS, & SATER**

PUBLIC HEARING

CASE NO. 21-199-C ZONING REQUEST

Applicant: Cross Development
Owner: Dox Properties
Location: 400 Blk BERT KOUNS INDUSTRIAL LP (South side of Bert Kouns Industrial Loop Expy., approx. 520' east of Linwood Ave.)
Existing Zoning: C-3
Request: C-3 to C-4
Proposed Use: Vehicle Repair/Service – Major

Representative &/or support:

Joe Dell 4336 Marsh Ridge Road, Carrollton, TX 75010

Mr. Dell stated they would like to rezone the property to allow for an automotive repair major use. He stated they agree with the staff's assessments and comments.

draft

Ms. Neubert asked about a brief understanding of the difference on how you're operating now compared to how you're going to be operation with this change.

Mr. Dell stated the current zoning is C-3 which he doesn't believe allows an automotive repair major as a use and so they are going to be operating auto body minor, he thinks is oil change places and minor work. He stated they are actually a auto body shop which was presented there a while back. He stated he did not know the outcome of that one, but auto body major is what they are requesting for on this side which is an auto body shop, paint and body.

Opposition:

There was no opposition present.

A motion was made by MR. JOSEPH, seconded by MR. MORTON To recommend this application for approval

The motion was adopted by the following 8-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, & ROBERTSON, and Meses. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. SATER

STAFF REPORT – CITY OF SHREVEPORT

JANUARY 5, 2022

AGENDA ITEM NUMBER: 8
MPC Staff Member: Austin Chen
City Council District: E/Jackson
Parish Commission District: 10/Chavez

CASE NUMBER 21-199-C: ZONING REQUEST

APPLICANT: CROSS DEVELOPMENT
OWNER: Dox Properties
LOCATION: 400 BLK BERT KOUNS INDUSTRIAL LP (Southside of Bert Kouns Industrial Loop Expy., approx. 520' east of Linwood Ave.)
EXISTING ZONING: C-3
REQUEST: C-3 to C-4
PROPOSED USE: Vehicle Repair/Service - Major

DESCRIPTION: The applicant is requesting rezoning of a 4.12-acre tract of vacant land from C-3 (General Commercial) to C-4 (Heavy Commercial) for Vehicle Repair/Service - Major. Adjacent to the South, West, and East are zone C-3. Across the Bert Kouns Industrial Loop is zoned C-3.

There is one previous case associated with this property: approval of rezoning to B-3 (Community Business, C-3 under UDC) for a Car Rental and Auto Body Repair Shop (C-68-16). Nearby relevant cases include: approval of rezoning to B-3 (Community Business; C-3 under UDC) for a for B-3 development (C-30-13; C-72-12; C-14-99) and a convenience store (C-59-04), a car wash (C-97-94), a shopping center (C-78-94), and a truck stop/gaming establishment (C-34-95); approval of rezoning to B-2 (Neighborhood Business, C-2 Corridor Commercial under UDC) for a hospital (C-132-83). Denial of rezoning to B-2 for a convenience store (C-54-82).

Nearby neighborhoods include: Boggy Bayou, Brookwood, Southern Hills, Suburban Acres, Wallace Lake Heights.

REMARKS: The applicant is requesting rezoning of a 4.12-acre tract of vacant land from C-3 (General Commercial) to C-4 (Heavy Commercial) for Vehicle Repair/Service – Major. According to the satellite map from Google, the subject property has been vacant since 1985. There is not any residential within 400 feet. The subject property is entirely surrounded by C-3 business zoning districts.

As stated in Article 4.3 of the Unified Development Code (UDC), C-4 is defined as "The C-4 Heavy Commercial Zoning District is intended for areas of more intense commercial use, including uses related to motor vehicles and those that may require outdoor storage. Because of the impacts from more intensive commercial uses, the district regulations ensure that setbacks, buffering, and site development controls are in place to mitigate negative impacts on neighboring uses." The permitted by right uses in C-4 zoning district include Agriculture, Amusement Facility – Indoor, Amusement

STAFF REPORT – CITY OF SHREVEPORT

Facility – Outdoor, Animal Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Body Modification Establishment, Brewery, Broadcasting Facility TV/Radio - With Antennae, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Retail Sales of Alcohol-Beer/Wine, Business Support Services, Car Wash, Commercial Facility For Pop-Up Use, Contractor Office, Cultural Facility, Day Care Center, Distillery, Drive-Through Facility, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Funeral Home, Furniture, Furnishings and Equipment Sales, Gas Station, Government Office, Greenhouse/Nursery – Retail, Healthcare Institution, Heavy Retail, Rental, and Service, Hotel, Industrial - Artisan Industrial Design, Industrial Services, Live Performance Venue, Lodge/Meeting Hall, Medical/Dental Office, Office, Retail Sales of Alcohol-Liquor ,Outdoor Dining, Parking Lot (Principal Use)Parking Structure (Principal Use)Passenger Terminal, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Public Works Facility, Reception Facility, Research and Development, Residential Care Facility, Restaurant Retail Goods Establishment Self-Service Ice Vending Unit, Self-Storage Facility: Climate-Controlled, Self-Storage Facility – Outdoor, Shelter Housing, Social Service Center, Soup Kitchen, Soup Kitchen, Accessory, Specialty Food Service, Storage Yard – Outdoor Utility, Vehicle Dealership – Enclosed, Vehicle Dealership – With Outdoor Storage/Display, Vehicle Operation Facility, Vehicle Rental – Enclosed Vehicle Rental – With Outdoor Storage/Display, Vehicle Repair/Service– Major, Vehicle Repair/Service – Minor Winery, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers)Wireless Telecommunications – Modifications Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise, and Temporary Seasonal Sales..

The subject property is in a large area of a C-3 commercial zoning. The subject property is entirely surrounded by C-3 business districts. The nearest residential area which can be reached by road is approximately 0.3 miles away. Several businesses near the subject property include a gas station, liquor sales, car wash, supermarket, heavy retail, rental, and service, and several fast-food restaurants. All the possible C-4 uses are compatible with what exists in the area. The subject property is on W Bert Kouns Industrial Loop, which is one of the city's heavily traveled thoroughfares, it is also close to one of the interchanges of I-49. Approval of rezoning to C-4 would not introduce incompatible uses into the area.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zoned General Commercial. The C-4 Heavy Commercial District would be consistent with the intentions of the Master Plan. Additionally, the subject property has been vacant since 1985. Allowing the applicant to develop the land may have a positive effect on the economy of the nearby community. It will also strengthen the commercial attributes of the nearby commercial corridor, which may bring more opportunities to the community.

Field observations revealed on December 17; the subject property is still undeveloped. The overall terrain of the subject subdivision area is relatively flat, suitable for Vehicle Repair Shop. A car wash

STAFF REPORT – CITY OF SHREVEPORT

and gas station are very close to the subject property. If approved, the proposed use would complement the existing automobile service uses in the immediate area. The subject property is surrounded by a robust commercial atmosphere, and there is no residential area directly adjacent to it. Therefore, approval of rezoning to C-4 would not introduce incompatible uses into the area.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of C-3 (General Commercial) to C-4 (Heavy Commercial) is warranted, due to the compatibility with the surrounding area.

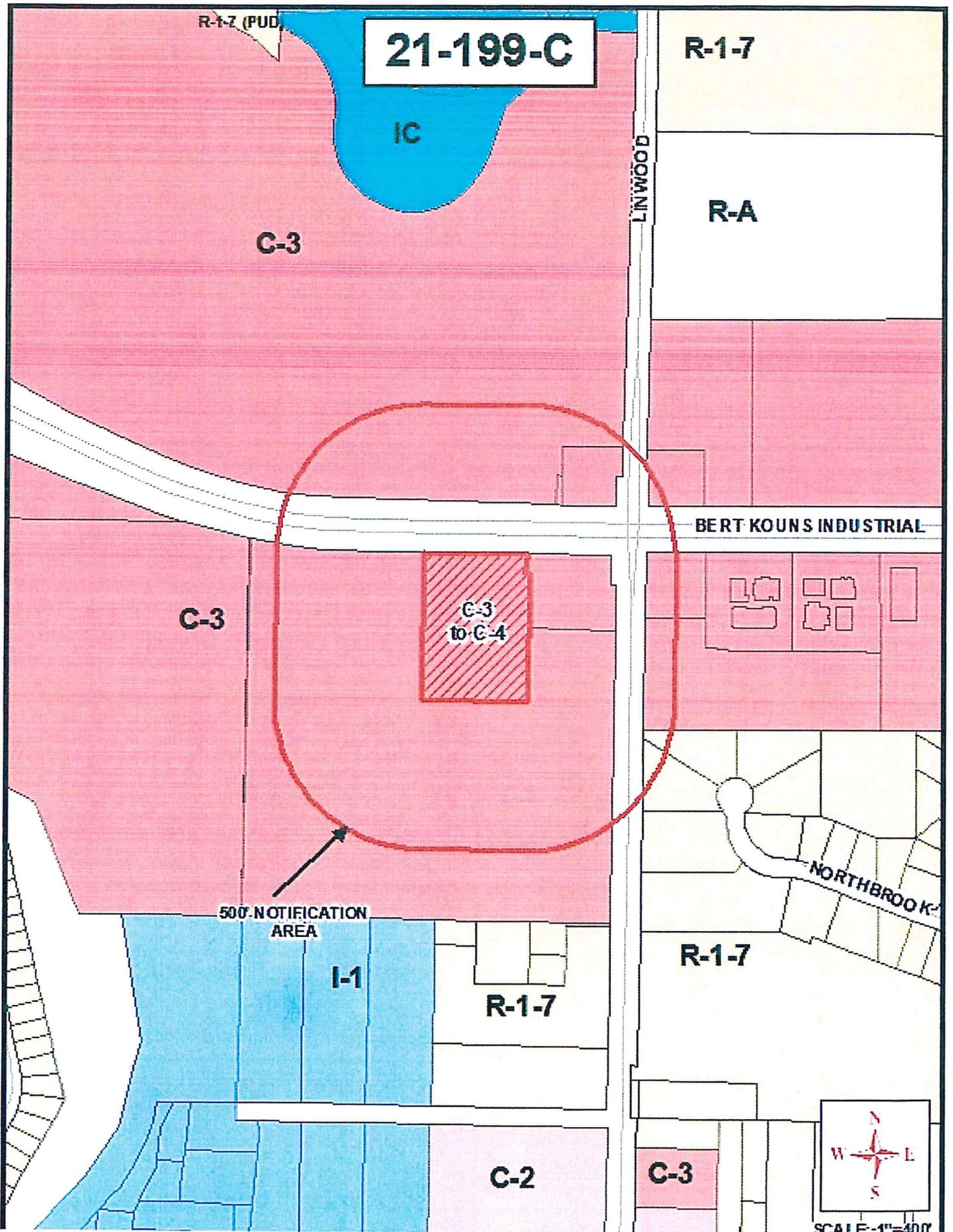
Alternatively, based on information provided at the public hearing the MPC may:

1. Approve the rezoning request for a different zoning type.
 2. Deny the zoning request.
-

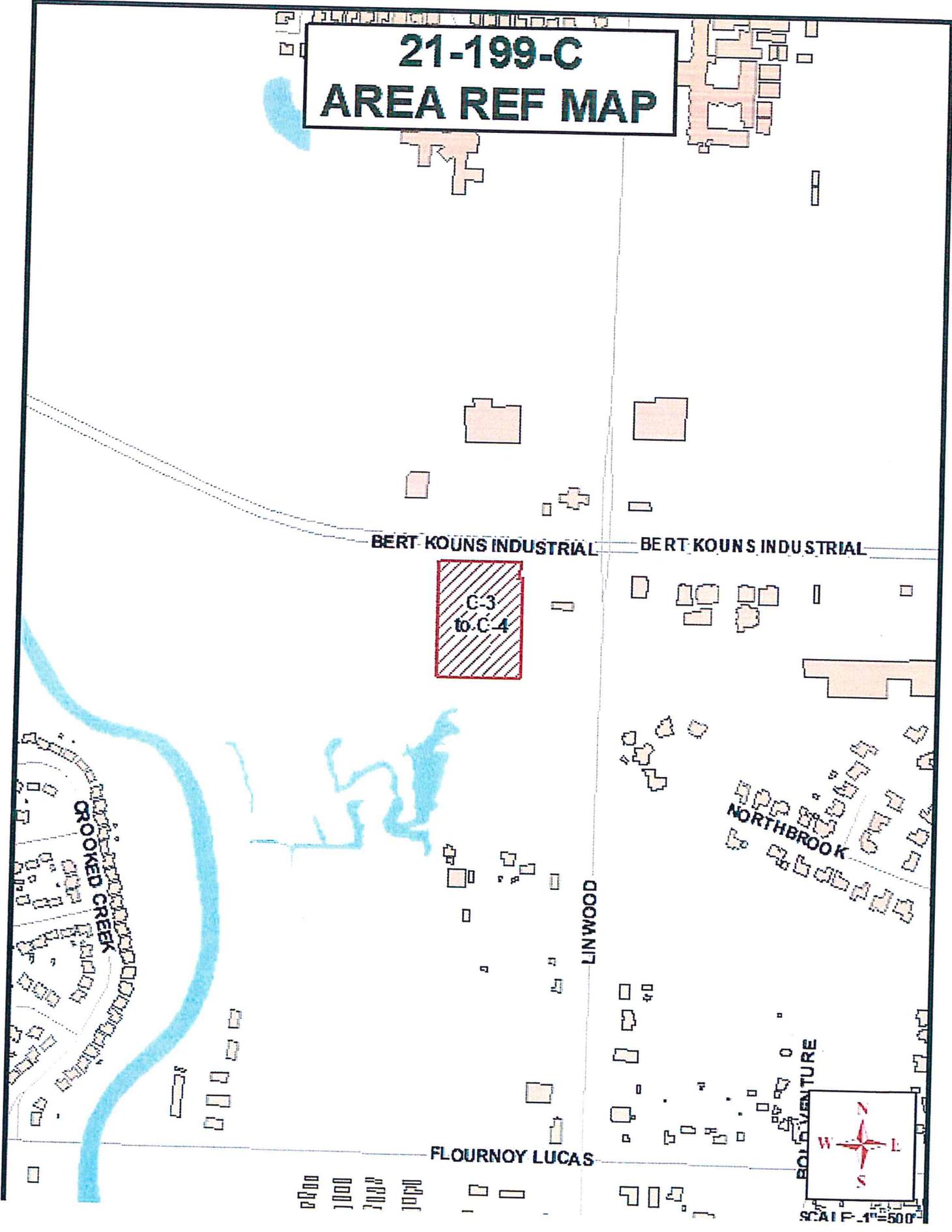
PUBLIC ASSESSMENT: One spoke in support. There was no opposition present.

MPC BOARD

RECOMMENDATION: The Board voted 8-0 to recommend this application for approval.



21-199-C AREA REF MAP



BERT KOUNS INDUSTRIAL

BERT KOUNS INDUSTRIAL

C-3
to C-4

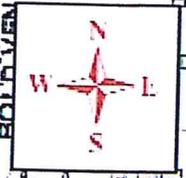
CROOKED CREEK

LINWOOD

NORTHBROOK

FLOURNOY LUCAS

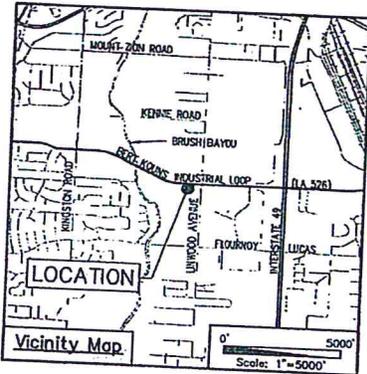
BOLDVENTURE



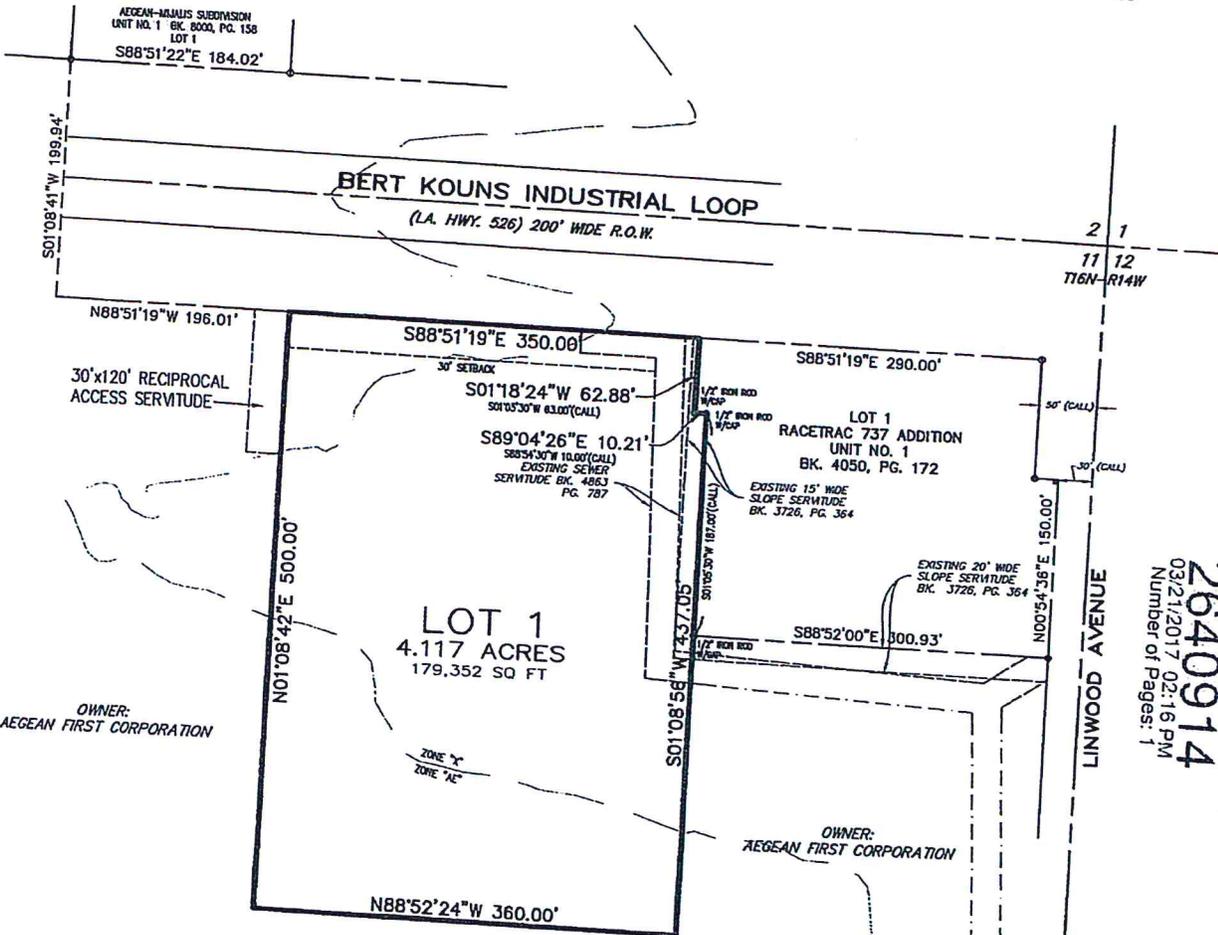
SCALE 1" = 500'

8050-63 AUTO BODY EXPRESS COMMERCIAL SUBDIVISION

BEING A 4.117 ACRE (MORE OR LESS) SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 16 NORTH,
RANGE 14 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.



SURVEYOR DOES NOT GUARANTEE TITLE, OWNERSHIP OR THAT ALL SERVITUDES OF RECORD OR USE AFFECTING THIS PROPERTY ARE SHOWN HEREON. THE TITLE, OWNERSHIP, SERVITUDES AND RESTRICTIONS SHOWN ARE LIMITED TO THOSE SET FORTH IN THE INFORMATION PROVIDED TO THIS FIRM. THE SURVEYOR HAS NOT MADE A COMPREHENSIVE TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS MAP.



Mike Spence, Caddo Clerk of Court
 2640914
 03/21/2017 02:16 PM
 Number of Pages: 1

NOTES:

1/2" DIA. IRON PIPES SET AT ALL CORNERS UNLESS SHOWN OTHERWISE.

SUBJECT TRACT IS LOCATED IN ZONE "AE" PER FLOOD INSURANCE RATE MAP PANEL NUMBER 22017C0469H DATED MAY 19, 2014. BFE=170.0, MINIMUM FF TO BE 1 FOOT ABOVE BFE.

BEARINGS ARE GRID, LA. NORTH ZONE, NAD '83.

THE UNDERSIGNED OWNER HEREBY AUTHORIZES THE PLATTING AND RECORDING OF THIS SUBDIVISION.

RECORD OWNER:

AEGEAN FIRST CORPORATION

OWNER:
AEGEAN FIRST CORPORATION



HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LOUISIANA "STANDARDS OF PRACTICE" FOR A CLASS "B" PROPERTY BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ORDINANCE NO. 115 OF 1970, AND AMENDMENTS THERETO AND R.S. 33:5051.

APPROVED:

Gus S. Mijalis
GUS S. MIJALIS, PRESIDENT

2/8/17
Date

[Signature]
City Engineer

3/19/17
Date

Johnnie A. Craig
Johnnie A. Craig
Date

PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION

2/23/2021



12/23/2021



12/23/2021



Untitled Map

Write a description for your map.

Legend





UDC City of Shreveport
Revised August 21, 2020

Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY		
Date: _____ Planner: _____ Case No: _____ Application Fee: _____		
1. DEVELOPMENT INFORMATION		
Project Name: <u>CALIBER COLLISION</u>	Associated Case: <u>N/A</u>	
Project Address/Location: <u>SOUTH SIDE OF BERT KOUNS, 0.7 MILES WEST OF I-49. SEE VIGNITYMAP</u>		
Current Zoning District: <u>C-3</u>	Proposed Zoning District (if applicable): <u>C-4</u>	Parcel Number(s): <u>161411051000100</u>
2. DEVELOPMENT TYPE		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____
3. EXISTING DESIGNATION		
(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)		
<u>SEE THE ATTACHED PLAT & SURVEY</u>		
4. GENERAL LOCATION OF PROPERTY		
(street address and/or frontage, and distance to cross street)		
<u>SOUTH SIDE OF BERT KOUNS, 0.7 MILES WEST OF I-49. I HAVE ATTACHED A VIGNITY MAP</u>		
5. PROPOSED USE OF THE PROPERTY		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial		
Provide a brief explanation, attach additional sheets, if necessary		
<u>VEHICLE REPAIR SHOP</u>		



UDC City of Shreveport
Revised August 21, 2020

Land Development

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UDC DEVELOPMENT APPLICATION

1. ZONING DISTRICT INFORMATION		2. BUILDING USE INFORMATION	
Current Zoning District(s): L-3	Proposed Zoning District(s): L-4	Proposed Building Use(s): VEHICLE REPAIR	
If more than one district, provide the acreage of each: N/A		Existing Building(s) sq. ft. gross: N/A	
Special Purpose Overlay District (if applicable): N/A		Proposed Building(s) sq. ft. gross: 16,100 SF	
Total Site Acres: 4.119		Total sq. ft. gross (existing & proposed): 16,100	
Off-Street Parking Required:		Proposed height of building(s):	
Off-Street Parking Provided:		Number of stories:	
Off-Street Parking Provided:		Ceiling height of First Floor:	
3. DIMENSIONAL STANDARDS			
Lot Area (square footage): 179,424		Lot Coverage (Total Area in square feet): 60,350	
Lot Coverage Percentage of Total Lot Area: ≈ 33%			
4. ENVIRONMENTAL REGULATION INFORMATION			
Existing Impervious Surface: <input type="checkbox"/> acres/square feet		Hazard Flood Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Proposed Impervious Surface: 60,350 acres/square feet		Red River <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Cross Lake Watershed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Wetlands <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



UDC City of Shreveport
Revised August 21, 2020

Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

IMPORTANT NOTE ABOUT PROJECT CONTACT	<p>If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.</p> <p>NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: <u>ALL</u> property owners must sign. All <u>property owners</u> must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. <u>If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.</u></p>
<p>APPLICANT CONTACT INFORMATION: Check if Primary Contact <input type="checkbox"/></p> <p>Name: <u>JOE DELL</u> Company: <u>CROSS DEVELOPMENT</u></p> <p>E-mail: <u>JOE@CROSSDEVELOPMENT.NET</u> Phone: <u>214-614-2252</u> Fax: <u>903-774-9444</u> cell</p> <p>Address: <u>4336 MARSH RIDGE RD.</u> City: <u>CARROLLTON</u> State: <u>TX</u> Zip: <u>75010</u></p>	
<p>ARCHITECT CONTACT INFORMATION: Check if Primary Contact <input type="checkbox"/></p> <p>Name: <u>Lance Rose</u> Company: <u>NCA</u></p> <p>E-mail: <u>lance@ncapartners.com</u> Phone: <u>214-3961-9901</u> Fax: <u>x118</u></p> <p>Address: <u>5646 Milton St Suite 610</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75206</u></p>	
<p>ENGINEER CONTACT INFORMATION: Check if Primary Contact <input checked="" type="checkbox"/></p> <p>Name: <u>MICHAEL KELSCH</u> Company: <u>RALEY AND ASSOCIATES, INC</u></p> <p>E-mail: <u>MIKE@RALEYANDASSOCIATES.COM</u> Phone: <u>318-752-9023</u> Fax: <u>318-752-9025</u></p> <p>Address: <u>4913 SHED RD.</u> City: <u>BOSSIER CITY</u> State: <u>LA</u> Zip: <u>71111</u></p>	
<p>CURRENT PROPERTY OWNER CONTACT INFORMATION: Check if Primary Contact <input type="checkbox"/></p> <p>Name: <u>JAMES STATEN FONTAINE</u> Company: <u>DOX PROPERTIES-SHREVEPORT</u></p> <p>E-mail: <u>J.STATEN.FONTAINE@GMAIL.COM</u> Phone: <u>318-510-7223</u> Fax: _____</p> <p>Address: <u>3701 BENJON ROAD</u> City: <u>BOSSIER CITY</u> State: <u>LA</u> Zip: <u>71111</u></p> <p>Designee Contact Name: <u>J. STATEN FONTAINE</u> Email Address: <u>J.STATEN.FONTAINE@GMAIL.COM</u> Phone Number: <u>318-510-7223</u></p>	
<p>PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:</p> <p><input type="checkbox"/> I will represent the application myself; OR <input checked="" type="checkbox"/> I hereby designate <u>MICHAEL KELSCH, P.E.</u> (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.</p>	
<p>ACKNOWLEDGEMENT:</p> <p>I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.</p>	
<p>Property Owner Signature</p>	<p style="text-align: center;">11/12/21</p> <p>Date</p>
<p>Applicant Signature</p>	<p style="text-align: center;">11/11/21</p> <p>Date</p>

Metropolitan **Planning** Commission

City of Shreveport | Caddo Parish

Unified Development Code Zoning Checklist

A Checklist for Zoning Applications for the Unified Development Code
(Revised August.21.2020)



CITY OF SHREVEPORT
UNIFIED DEVELOPMENT CODE

Land Development Department

505 Travis Street, Suite 440



UDC City of Shreveport
Revised August 21, 2020

Land Development

505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC ZONING CHECKLIST

The following information is required for all zoning map amendment requests (rezonings). Failure to provide all requested information by the application filing date will result in a significant delay in scheduling your application for MPC Board consideration. Please provide a copy of the completed checklist with your application.

		TO BE COMPLETED BY STAFF
PLAN FORMAT AND GENERAL STANDARDS		
• Application Form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Application Fee Worksheet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Subject Property Information with Accurate Parcel Description. The owner must provide enough information about the location of the parcel to enable staff to locate the parcel with reasonable accuracy in relation to its neighbors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Property Ownership and Authorization. Signed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Current Tax Certificate. One copy from all taxing agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Project Representative Designation Completed. If applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Legal Description. Legal identification of the property (i.e., plat and lot number or other legal description).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Owner. Name and address of property owner, developer, and designer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Preparer's Name. Label company name, name, address, and phone number of the plan preparer (e.g., surveyor, engineer, architect, landscape architect, etc.) in the vicinity of the title block..	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PROPERTY MAP INFORMATION		
• Zoning Location Maps. Two (2) 8-1/2" x 11" Zoning Location Maps at a Scale of 1"= 50' or 100' showing properties and streets at least within 300' of the subject property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• North Arrow. Provide north arrow, graphic scale, and written scale in close proximity to each other. Orient plan so that north is to the top or left-hand side of the sheet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Title Block. Title block shall be in the lower, right-hand corner of the plan. Label company name, preparer name, address, and phone number of plan preparer (e.g., surveyor, engineer, architect, landscape architect, etc.) in the vicinity of the title block.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Please refer to MPC web site at www.shreveportcaddompc.com for zoning map information)

CC3825

NOTICE TO THE PUBLIC

Control #22007

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, January 5, 2022, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 21-199-C ZONING REQUEST: 400 BIK BERT KOUNS INDUSTRIAL LP. Application by CROSS DEVELOPMENT for approval to rezone property located on the south side of Bert Kouns Industrial Loop Expy, approx. 520' east of Linwood Ave., from C-3 General Commercial District to C-4 Heavy Commercial District, being more particularly described 4.117 ACS. M/L- LOT 1, AUTO BODY EXPRESS COMMERCIAL SUBDIVISION, SECTION 11, T16N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

TITLE
A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

DATE
12/21/2021

ORIGINATING DEPARTMENT
City Council
COUNCIL DISTRICT

SPONSOR
COUNCILMAN JAMES GREEN

PURPOSE

To support and consent to the City of Shreveport, District F, creating a TIF district – a public improvement district.

BACKGROUND INFORMATION

La. R S. 33:9038.32(3) requires that, “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

This resolution is to consent to the City of Shreveport, District F, for the creation of a TIF district wholly within the bounds shown in Exhibits A and B.

TIMETABLE

Introduction: December 28, 2021

Final Passage: December 28, 2021

ATTACHMENT(S)

Exhibit A
Exhibit B

SPECIAL PROCEDURAL REQUIREMENTS

ALTERNATIVES

(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. ____ OF 2021

A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY COUNCILMEMBER: JAMES GREEN

WHEREAS, the City of Shreveport, District F, is considering the creation of a TIF district with the boundaries shown in EXHIBITS A and B, and;

WHEREAS, the boundaries of the district lie wholly within the City of Shreveport; and

WHEREAS, per La. R S. 33:9038.32(3), “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

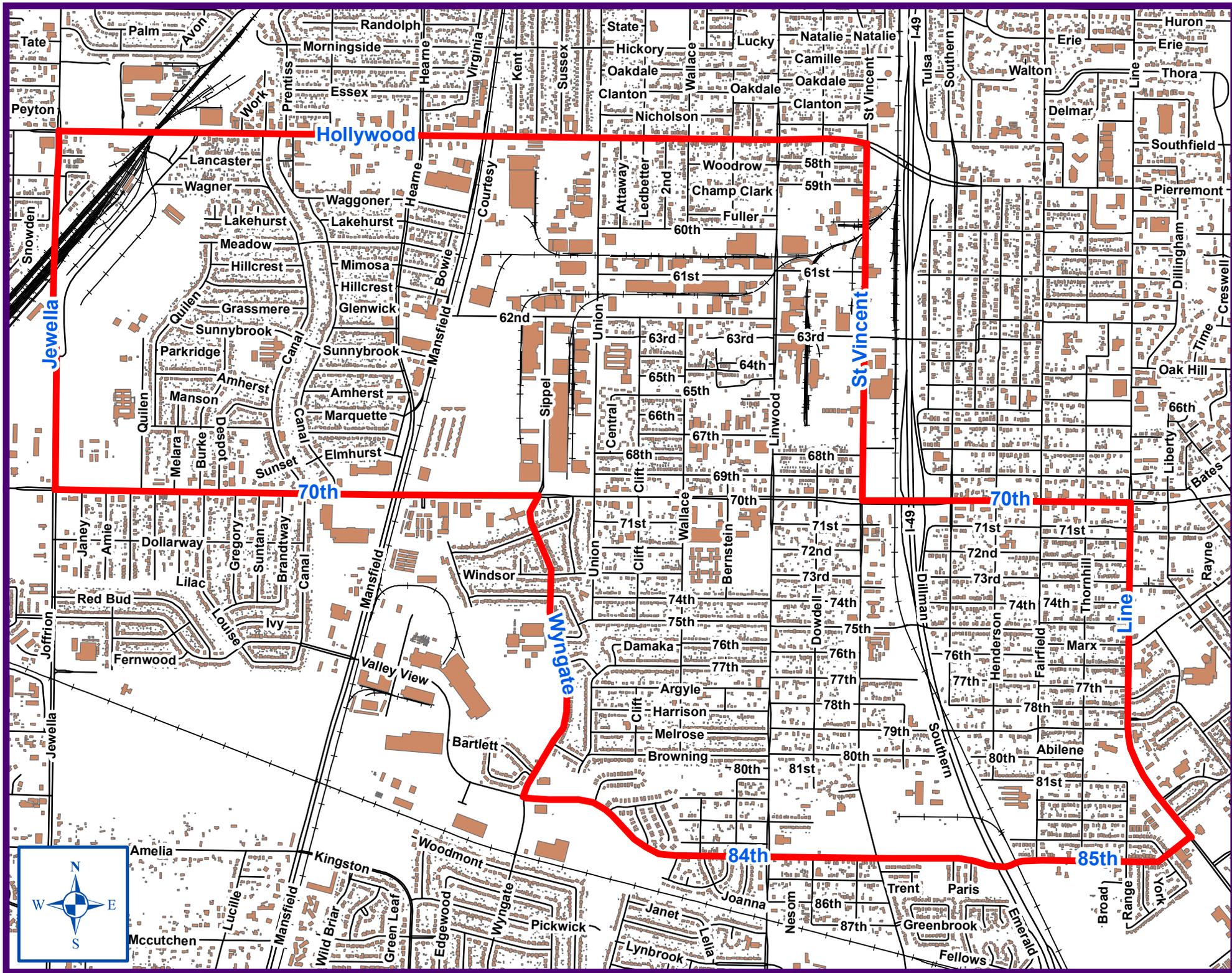
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the City of Shreveport consents to Caddo Parish’s establishment of the “Amazon TIF District, State of Louisiana,” with the boundaries shown in EXHIBIT A, said boundaries lying wholly within 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 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.

APPROVED AS TO LEGAL FORM:

City Attorney’s Office



North:

Starts at Jewella & Hollywood and continues until Hollywood & St. Vincent Avenue:

East:

Starts at Hollywood and St. Vincent Avenue and runs southward to the intersection St. Vincent and 70th Street and continues east on 70th street to Line Ave and continues south on Line Avenue and stops at the Line Avenue and East 84th Street.

South:

Starts at Line Avenue and East 84th Street and continues west until Wyngate Blvd. Continues North on Wyngate Blvd to the intersection of Wyngate and 70th and continues west until Jewella.

West:

Start at West 70th and Jewella and continue north and stop at Hollywood Avenue.

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO DEMOLITION DELAY IN THE DOWNTOWN DEVELOPMENT DISTRICT AND OTHERWISE PROVIDING WITH RESPECT THERETO	06/3/2021	SPONSOR OR COUNCILMEMBER COUNCILWOMAN FULLER

PURPOSE

This ordinance will reduce the automatic demolition delay of property located in the Downtown Development District in the absence of good cause shown for an extended delay period.

This Ordinance or Resolution will have direct impact on Council District:

BACKGROUND INFORMATION

Section 22.3 of the City of Shreveport Code of Ordinances currently provides for a delay of 180 days prior to the issuance of a demolition permit for structures located in the Downtown Development District. In an effort to allow for more efficient elimination of blighted property and improve the overall appearance of downtown Shreveport, this proposed ordinance seeks to reduce the amount of time for delay of the demolition of property located in the Downtown Development District to 30 days and requires good cause be shown as to why a demolition delay should be extended up to 180 days.

TIMETABLE

Introduction: **June 8, 2021**

Final Passage: **June 22, 2021**

SPECIAL PROCEDURAL REQUIREMENTS**FINANCES**

N/A

SOURCE OF FUNDS

N/A

CONCLUSION

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

FACT SHEET PREPARED BY:

Thea R. Scott, Deputy City Attorney

ORDINANCE NO. _____ OF 2021

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF
CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF
ORDINANCES RELATIVE TO DEMOLITION DELAY IN
THE DOWNTOWN DEVELOPMENT DISTRICT AND
OTHERWISE PROVIDING WITH RESPECT THERETO**

BY COUNCIL MEMBER: FULLER

WHEREAS, the City of Shreveport desires to more effectively eliminate the presence of blighted property within the Downtown Development District; and

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 22, Article I is hereby amended and re-enacted to read as follows:

Chapter 22 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I- IN GENERAL

Sec. 22-3. Demolition delay in the Downtown Development District.

- (a) Any application for a demolition permit involving a structure in the Downtown Development District, as defined in R.S. 33:2740.38, shall be delayed 30 days from the date of filing of any application for a demolition permit in an attempt to secure an alternative purchaser/use.
- (b) When any application for a demolition permit is delayed pursuant to this section, the chief building official shall, within 10 days of receipt of the application notify the director of the downtown development authority of the application.
- (c) The city council may allow an extension of demolition delay for up to 180 days retroactive to the date of the filing of any application for a demolition permit only upon a showing of good cause at a public hearing requested by the director of the downtown development authority prior to the elapse of the initial 30 day demolition delay.
- (d) The city council shall have the authority to approve the immediate issuance of a demolition permit by resolution at any time.
- (e) Nothing in this section shall be construed to limit any procedural requirement relative to properties lying within any Historic Preservation Overlay District.

(Ord. No. 124, 2019 , 9-24-19)

BE IT FURTHER ORDAINED that the remainder of Chapter 22, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

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

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

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

ORDINANCE NO. 94 OF 2021

AN ORDINANCE TO REPEAL SECTION 50-212 (a)(10) AND TO AMEND SECTION 50-212 (b) OF ARTICLE V OF THE CODE OF ORDINANCES OF THE CITY OF SHREVEPORT RELATIVE TO THE SMOKEFREE AIR ACT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMAN JAMES FLURRY

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 50-212 (a) (10) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smoke-Free Air Act is hereby repealed in its entirety.

BE IT FURTHER ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 50-212 (b) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smoke-Free Air Act is hereby amended to read as follows:

Sec. 50-212. - General smoking prohibitions; exemptions.

* * * *

- (b) Nothing in this article shall prohibit smoking in any of the following places:
 - (1) Private homes, private residences, and private automobiles; except that this subsection shall not apply if any such home, residence, or vehicle is being used for childcare or day care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation in which case smoking is prohibited.
 - (2) Any retail tobacco business.
 - (3) Cigar or Hookah bars.
 - (4) The outdoor area of places of employment, except as follows:
 - a. As provided in subsection (a)(4), and
 - b. Except that the owner or manager of such business may post signs prohibiting smoking in any such outdoor area, which shall have the effect of making that outdoor area an area in which smoking is prohibited under the provisions of this article.

- (5) Any Gambling facility in which gaming operations are permitted to occur upon a riverboat, except smoking is limited to designated gaming areas relative to riverboats as defined in La. R.S. 27:44; at land-based casinos, at a facility, including bars licensed for the operation of electronic video draw poker devices, at an eligible facility licensed for the operation of slot machines, by a licensed charitable organization, or at a pari-mutuel wagering facility or off-track wagering facility which is licensed for operation and regulated under the provisions of Chapters 4 and 11 of Title 4 and Chapters 4, 5, 6 and 7 of Title 27 of the Louisiana Revised Statutes of 1950, or any other gaming operations authorized by law.

BE IT FURTHER ORDAINED that the remainder of Chapter 50, Article V of the Code of Ordinances shall remain unchanged and in full force and effect.

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

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

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of Section 4.23 of the Shreveport City Charter.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA****TITLE**

An Ordinance amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto.

DATE**ORIGINATING DEPARTMENT**

Shreveport Police Department

COUNCIL DISTRICT

City-wide

SPONSORS**PURPOSE**

This ordinance amends Section 10-69 to the Code of Ordinances to update the ABO card processing fees; and to provide for the fees related to the respective classes of ABO employee cards.

BACKGROUND INFORMATION

The Shreveport Police Department ABO office proposes that upon the adoption of legislation that establishes two (2) classes of ABO employee handling cards the processing fees for the respective classes of cards is amended in relation thereto. This ordinance proposes that the current processing fees are increased from \$24.00 to \$40.00; and the replacement fee reduced from \$24.00 to \$20.00.

TIMETABLE

Introduction: October 12, 2021

Final Passage: October 26, 2021

ATTACHMENTS

2

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

NA

SOURCE OF FUNDS

NA

ALTERNATIVES

(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Corporal Carlos Glass-Bradley, Police

ORDINANCE NO. _____ OF 2021

AN ORDINANCE AMENDING SECTION 10-69 OF CHAPTER 10, ARTICLE IV, DIVISION 2 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES WITH RESPECT TO THE FEE AND TERM FOR ALCOHOLIC BEVERAGE HANDLING EMPLOYEE CARDS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that a new Section 10-69 be hereby added to Chapter 10 of the City of Shreveport, Louisiana Code of Ordinances to read as follows: **Sec. 10-69. – Fee and Term**

Sec. 10-69. - Fee and term.

(a) Alcoholic beverage handling employee cards shall expire two years from the date of issuance.

(b) A processing fee of \$40.00 will be charged for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.

(c) In addition to the fee provided in subsection (b) of this section and, except as otherwise provided in subsection (e) of this section, a processing fee of \$26.00 will be charged for a criminal history check for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.

(d) A fee of \$20.00 will be charged for replacement of an alcoholic beverage handling employee card that is valid and in effect at the time of re-issuance. The expiration date for the replacement card shall be the same as the date on the original alcoholic beverage handling employee card. A

processing fee for a criminal history check shall not be charged for replacement of an alcoholic beverage handling employee card that is valid at the time of re-issuance.

(e) In the event that multiple cards are applied for at the same time (i.e., alcoholic beverage handling employee card and sexually oriented business employee card), only one processing fee for a criminal history check will be charged.

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.

BE IT FURTHER ORDAINED that this Ordinance shall become effective in accordance with the provisions of [Shreveport City Charter Section 4.23](#).

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office