



NOTICE OF PUBLIC MEETING
Notice Posted: 3/4/2022 12:10 PM

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

ADMINISTRATIVE CONFERENCE

March 7, 2022

AND

CITY COUNCIL MEETING AGENDA

March 8, 2022

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING**
February 22, 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 of Police - Wayne Smith

Human Resources Personnel Board - Susan Evans

Zoning Board of Appeals - Durwood Hendricks, Clarinda Henderson, Alan Berry

Metropolitan Planning Commission

Chris Elbersen, Gabriel Bladeras, Rachel Jackson, Bill Robertson, Harold Sater,
Winzer Andrews, Fred Moss

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 21

Recommending the Louisiana Board of Commerce and Industry terminate Inferno Manufacturing's tax exemption, Industrial Tax Exemption Program Contract #20180099-ITE, for non-compliance and otherwise providing with respect thereto. (C/Nickelson)

Documents:

[res itep recommendation.pdf](#)
[non-compliant letter to city 20180099-ite.doc.pdf](#)

RES 23

Providing for canvassing the returns and declaring the results of the Special Election held in the City of Shreveport, State of Louisiana, on Saturday, December 11, 2021 and to promulgate the results thereof. [amendment no. 1](#)

Documents:

[resolution canvassing returns and proces verbal - 1-26-22.pdf](#)

RES 24

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto.

Documents:

[j. marshall jones resolution.pdf](#)

RES 25

Authorizing the execution of a legal service agreement with Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC and to otherwise provide with respect thereto.

Documents:

[resolution- hiring professionals.pdf](#)
[city of shreveport-proposed contract afff litigation.pdf](#)

RES 26

Authorizing the Mayor to execute an act of release of a 10' wide utility easement in the resubdivision of King Partition No. 2 Subdivision, in Section 3 & 4 (T16N-R13W), and otherwise providing with respect thereto (D/Boucher)

Documents:

[resubdivision of king partition no 2 easement release fact sheet and resolution.pdf](#)

RES 27

Proclaiming March 2022 as Women's History Month in the City of Shreveport, and otherwise providing with respect thereto. (A/Taylor)

Documents:

[womens history month22.pdf](#)

RES 28

To honor Shirley Wills for her many years of exemplary civic activism as a community leader and as the first African American woman elected to serve on the Caddo Parish Police Jury, and to otherwise provide with respect thereto.(B/Fuller, C/Nickelson)

Documents:

[res wills.pdf](#)

RES 29

To honor Woody's Home for Veterans for the assistance they provide to veterans and their contributions the City of Shreveport, and to otherwise provide with respect thereto. (B/Fuller, D/Boucher)

Documents:

[res woodys verteran home.pdf](#)

RES 30

To repeal Resolution No. 22 of 2022 which dedicated the 700 block of Pujo street in honor of Charley F. Williams, and to otherwise provide with respect thereto. (D/Boucher)

Documents:

[res repeal williams.pdf](#)

RES 31

To dedicate the 700 block of Pujo Street in honor of Charlie F. Williams for his commitment and contributions to the Cedar Grove community and the City of Shreveport and to otherwise provide with respect thereto. (D/Boucher)

Documents:

[res williams corrected \(2\).pdf](#)

RES 32

To dedicate the 500 block of East 84th Street in honor of Sam J. Coleman for his commitment and contributions to the Cedar Grove community and the City of Shreveport, and to otherwise provide with respect thereto.(D/Boucher)

Documents:

[res coleman.pdf](#)

RES 33

Authorizing the mayor to place commemorative markers dedicating the Southern Hills Park and Community Center walking trail in honor of former City Councilman James Flurry and otherwise providing with respect thereto. (E/Jackson)

Documents:

[james flurry.pdf](#)

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

RES 34

Authorizing the execution of a cooperative endeavor agreement with the Aseana Foundation, and to otherwise provide with respect thereto

Documents:

[spar- aseana foundation 2022.pdf](#)

RES 35

Authorizing the use of certain equipment by the North Shreveport Business Association and to otherwise provide with respect thereto.

Documents:

[spar-north shreveport business assoc. 2022.pdf](#)

RES 36

Authorizing the use of certain equipment by the Shreveport-Bossier Sports Commission, and to otherwise provide with respect thereto

Documents:

[spar-sport commission.pdf](#)

RES 37

Amending the eligibility requirements for the Department of Water and Sewerage Shreveport Water Assistance Program (SWAP) and to otherwise provide with respect thereto.

Documents:

[changing eligibility requirements for swap resolution.pdf](#)
[swap process old and new.pdf](#)

RES 38

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Water and Sewer Pipe Bid IFB #22-005 and to otherwise provide with respect thereto.

Documents:

[res - reject bids - ifb 22-005 water and sewer pipe \(002\).pdf](#)

RES 39

Authorizing the donation of surplus property, specifically motorized vehicles of the Shreveport Police Department, which are not needed for a public purpose, to a political subdivision, and to otherwise providing with respect thereto.

Documents:

[oil city pd vehicle donation request.pdf](#)
[ordinance resolution -donation of vehicles 2011 crown vic and 2012 chev caprice 02.18.22 oil city.pdf](#)

RES 40

Authorizing the Mayor to execute a Cooperative Endeavor Agreement between the City of Shreveport and the State of Louisiana Office of Community Development for the City of Shreveport Ockley Basin Storage Project and to otherwise provide with respect thereto.

Documents:

[resolution fact sheet - ockley basin storage.pdf](#)
[city of shreveport mit round 1 cea.pdf](#)

RES 41

A resolution whereby the Mayor is making a recommendation to the City Council for its approval regarding the amount and type of all 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 insurance premium.pdf](#)
[board presentation schedule 03-02-2022.pdf](#)

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

ORD 27

Amending the 2022 budget for the Capital Projects Fund and otherwise providing with respect thereto. (A/Taylor)

Documents:

[district a roadway improvement capital projects.pdf](#)

ORD 28

Amending the 2022 budget for the Streets Special Revenue Fund and otherwise providing with respect thereto. (A/Taylor)

Documents:

[district a roadway improvement streets special revenue.pdf](#)

ORD 29

Amending the 2022 budget for the Capital Projects Fund and otherwise providing with respect thereto. (D/Boucher)

Documents:

[street lights at intersection of wallace lake and southern loop capital projects.pdf](#)

ORD 30

Amending the 2022 budget for the Streets Special Revenue Fund and otherwise providing with respect thereto. (D/Boucher)

Documents:

[street lights at intersection of wallace lake and southern loop streets special revenue.pdf](#)

ORD 31

Amending the 2022 Airport Capital Improvement Projects Fund Budget and to otherwise provide with respect thereto

Documents:

[airport doc - capital improvements.pdf](#)

ORD 32

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

Documents:

[fact sheet and ordinance - special revenue fund 2022.pdf](#)

ORD 33

Amending the 2022 General Fund Budget and to otherwise provide with respect thereto.(A/Taylor, D/Boucher, F/Green)

Documents:

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

ORD 34

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

Documents:

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

ORD 35

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

Documents:

[riverfront development special revenue funds budget amendment 1.pdf](#)

ORD 36

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

Documents:

[spar capital projects budget amendment-arp funding.pdf](#)

ORD 37

An ordinance to create and establish the intersection of Fern Loop and Fern Circle as a stop intersection, and to otherwise provide with respect thereto.(C/Nickelson)

Documents:

[fern circle_stop_fact sheet and ordinance.pdf](#)

ORD 38

To amend Section 50-94 of Chapter 50 of the City of Shreveport Code of Ordinances relative to Division 3 of the Criminal Code, offenses against property and otherwise providing with respect thereto.

Documents:

[catalytic converter theft information.pdf](#)
[catalytic convertor legislation.pdf](#)

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

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/registrar agreement; and providing for other matters in connection therewith.

Documents:

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

ORD 20

Amending the 2022 Budget for the Streets Special Revenue Fund and otherwise providing with respect thereto. (G/Bowman)

Documents:

[glen avenue streets special revenue.pdf](#)

ORD 21

Amending the 2022 budget for the Capital Projects Fund and otherwise providing with respect thereto.(G/Bowman)

Documents:

[glen avenue streets glen avenue capital projects.pdf](#)

ORD 22

Amending the 2022 budget for the Streets Special Revenue Fund and otherwise

providing with respect thereto (G/Bowman)

Documents:

[cross timbers streets special revenue.pdf](#)

ORD 23

Amending the 2022 budget for the Capital Projects Fund and otherwise providing with respect thereto. (G/Bowman)

Documents:

[cross timbers capital projects.pdf](#)

ORD 24

Declaring a public emergency in connection with the emergency repair of Stoner Force Main located along the Clyde Fant Parkway starting just south of the Shreveport-Barksdale Bridge and ending at 70th Street and ratifying the expenditure of approximately \$3.9 million and to otherwise provide with respect thereto.

Documents:

[emergency ratification ordinance stoner force main project.pdf](#)

ORD 25

To amend Chapter 38, Article II, Division 8, Section 72 of the City of Shreveport, Louisiana, Code of Ordinances relative to the administrative cost assessed by the City for property abatement and to otherwise provide with respect thereto.

[amendment no. 1](#)

Documents:

[property standards - administrative cost legislation9219.pdf](#)

ORD 26

Zoning Case No. 21-201-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 Kings Highway and Thornhill Avenue Shreveport, Shreveport, Caddo Parish, Louisiana, from R-HU Highland Urban Conservation Residential District To C-1 PUD Neighborhood Commercial District Planned Unit Development, and to otherwise provide with respect thereto. (B/Fuller)

Documents:

[21-201-c ordinance.pdf](#)

[21-201-c ordinance packet.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 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](#) (Tabled February 8, 2022)

Documents:

[fact sheet and ordinance 05062021.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](#)

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)
(Tabled February 8, 2022)

Documents:

[ord litter dumping.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

The following letter of appointment was received from the Mayor's office on March 2, 2022, and is subject for confirmation on March 22, 2022.

Shreveport Airport Authority - Tangela Hampton Sylvie

14. ADDITIONAL COMMUNICATIONS

A. Additional Communications from the Mayor

B. Additional Communications from Council Members

15. EXECUTIVE SESSION: NONE

16. ADJOURNMENT

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 s \$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

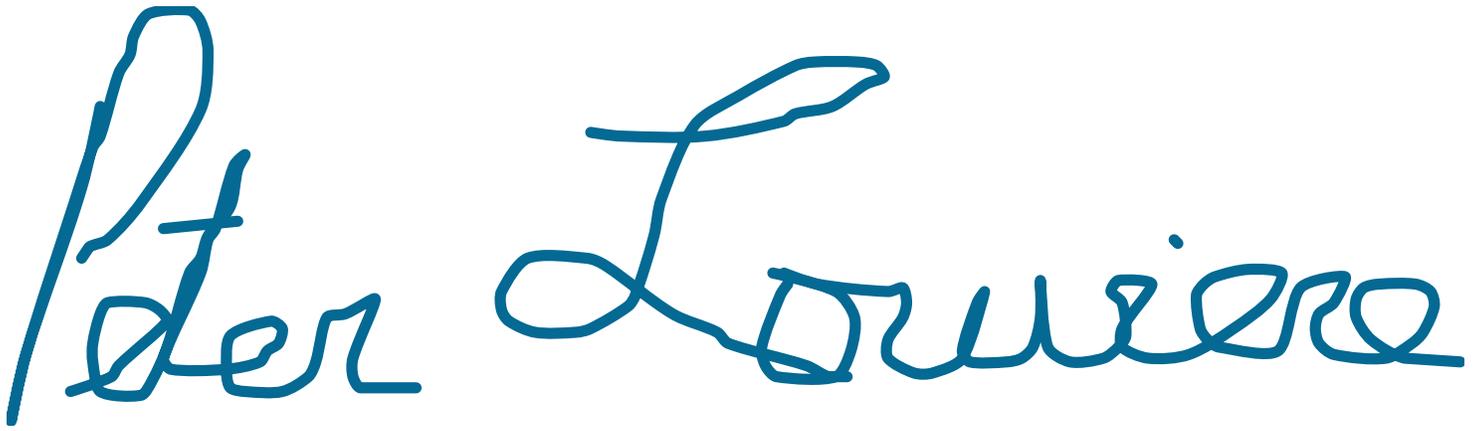
CERTIFICATION STATEMENT

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".

RESOLUTION NO. ____ OF 2022

A RESOLUTION RECOMMENDING THE LOUISIANA BOARD OF COMMERCE AND INDUSTRY TERMINATE INFERNO MANUFACTURING'S TAX EXEMPTION, INDUSTRIAL TAX EXEMPTION PROGRAM CONTRACT #20180099-ITE, FOR NON-COMPLIANCE AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY COUNCILMEMBER: JOHN NICKELSON

WHEREAS, in a letter dated January 6, 2022, the Louisiana Department of Economic Development provided notice to the City of Shreveport that Inferno Manufacturing ("Company") had defaulted on a contract for the Industrial Tax Exemption Program (ITEP), Contract #20180099-ITE ("Contract"); and

WHEREAS, the Company's Annual Certification of Compliance was received past the deadline and the Company's actual jobs and payroll was 0 jobs and payroll of \$0, therefore they were not in compliance with the Company Objectives in Exhibit A to the Contract; and

WHEREAS, the Company Objectives in Exhibit A to the Contract required 2 jobs and payroll of \$100,000 for Project Year 2020; and

WHEREAS, in accordance with Section 6.01(B)(4) of Exhibit A to the Contract, the local government entities can make a recommendation to the Louisiana Board of Commerce and Industry ("Board") on the consequence for non-compliance; and

WHEREAS, the deadline provided in the notice to ensure consideration by the Louisiana Board of Commerce and Industry of any local action is March 7, 2022.

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 recommends the Louisiana Board of Commerce and Industry terminate Inferno Manufacturing's tax exemption, Industrial Tax Exemption Program Contract #20180099-ITE.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Louisiana Department of Economic Development.

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 application 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 servable.

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

January 6, 2022

Mayor Adrian Perkins
Attn: Mr. Henry Whitehorn, CAO
City of Shreveport
505 Travis Street, Suite 600
Shreveport, LA 71101

RE: Inferno Manufacturing
Industrial Tax Exemption Program Contract #20180099-ITE - \$256,990.00
Notice of Non-Compliance
RESPONSE DEADLINE: March 7, 2022

Dear Mayor Perkins:

The Exhibit “A” Agreement made between Louisiana Department of Economic Development (“LED”) and Inferno Manufacturing (“Company”), was entered into for the Industrial Tax Exemption Program (“ITEP”) to obtain the above-referenced exemption from ad valorem taxes in Caddo Parish.

This notice is being provided to you in accordance with Section 6.01(B)(4) of Exhibit A to the above referenced Exemption Contract. Section 7.02 of Exhibit A requires timely Annual Certification of Compliance to be submitted to LED each Project Year outlining the following Company Objectives set forth in Section 4.02(B):

Project Year:	2020
Required Jobs:	2
Required Payroll:	\$100,000

Pursuant to Exhibit A, notice is hereby given that the Company failed to satisfy the requirements of Exhibit A for the following reason(s):

Annual Certification of Compliance was received past the Deadline set forth in Section 7.02 and upon review, the Company’s actual Annual Jobs and Payroll was **0 Jobs** with **Payroll of \$0**; therefore, Company is not in compliance with Company Objectives for this Project Year due to not creating and/or maintaining the new jobs and payroll required.

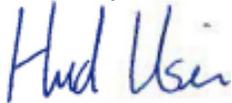
Local Governmental Entities may either defer any decision or action on the Company’s non-compliance to the Louisiana Board of Commerce and Industry, (“Board”), or in accordance with Section 6.01(B)(4) of the Exhibit A, make a recommendation to the Board on the consequence for non-compliance.

Alternatively, as further provided by Section 6.01(B)(4), the Local Governmental Entities and the Company may agree on a Default Payment that the Company can make to each of the Local Governmental Entities in the agreed amount, in which case, the current terms of the Exemption Contract shall remain the same without further consideration by the Board.

In order to make a recommendation to the Board or notify the Board if the Company makes a Default Payment, the Local Governmental Entity or Entities **must provide written notice, by resolution or otherwise, as appropriate, to LED** either: 1) outlining the Local Governmental Entity's recommendation to the Board to reduce the term of the exemption, reduce the annual percentage of the exemption or terminate the exemption or, 2) confirming that the Company has made a Default Payment. In order to ensure Board consideration of any local action, written notice should be provided to LED no later than **March 7, 2022**.

If notice is not received, it will be noted as such upon presentation to the Board, which LED anticipates will occur at the next available meeting when submitted for final consideration and/or action. Thank you for your prompt attention to this matter.

Sincerely,



Hud Usie
Program Administrator
Industrial Tax Exemption Program
(225) 342-5399
Hud.Usie@la.gov

c: Assessor, Caddo Parish
Applicant, Inferno Manufacturing

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<u>TITLE</u> A Resolution providing for canvassing the returns and declaring the results of the Special Election held in the City of Shreveport, State of Louisiana, on Saturday, December 11, 2021 and to promulgate the results thereof.	<u>DATE</u> February 16, 2022	<u>ORIGINATING DEPARTMENT</u> City Attorney’s Office <u>COUNCIL DISTRICT</u> City-wide <u>SPONSOR</u>
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PURPOSE
To canvass the returns and declare the result of the special election held on Saturday, December 11, 2021 and to promulgate the results thereof.

BACKGROUND INFORMATION
This action is required by La R.S. 18:1292 and 1293.

<u>TIMETABLE</u> Introduction: February 22, 2022 Final Passage: February 22, 2022	<u>ATTACHMENTS</u> Exhibit "A" Transcribed totals of votes
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SPECIAL PROCEDURAL REQUIREMENTS
Pursuant to [La R.S. 18:1292](#), the result of the election must be promulgated by one publication in a newspaper of general circulation in the City. Therefore, both the Resolution and the Procès Verbal should be published as part of the minutes of the meeting.

Pursuant to [La. R.S. 18:1293](#), the governing authority ordering the election shall preserve a procès verbal of the canvass. . . . The governing authority shall forward a copy of the procès verbal to the secretary of state, who shall record it. A copy also shall be forwarded to the clerk of the district court . . . who shall record it in the mortgage records. A copy shall be retained in the archives of the office of the governing authority ordering the election.

<u>FINANCES</u> N/A	<u>SOURCE OF FUNDS</u> N/A
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ALTERNATIVES
(1) Adopt the Resolution as submitted; (2) Amend the Resolution, then adopt; or (3) Reject the Resolution.

RECOMMENDATION
The City Attorney’s Office recommends adoption of the Resolution.

FACT SHEET PREPARED BY: Boles Shafto, LLC
Washington & Wells, LLC

RESOLUTION NO. ____ OF 2022

A RESOLUTION PROVIDING FOR CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD IN THE CITY OF SHREVEPORT, STATE OF LOUISIANA, ON SATURDAY, DECEMBER 11, 2021 AND TO PROMULGATE THE RESULTS THEREOF.

BE IT RESOLVED by the City Council, acting as the governing authority (the "**Governing Authority**") of the City of Shreveport, State of Louisiana (the "**City**") that:

SECTION 1. Canvass. This Governing Authority does now proceed in open and public session to examine the official tabulations of votes cast at the special election held by the City on **SATURDAY DECEMBER 11, 2021** and said Governing Authority does further proceed to examine and canvass the returns and declare the results of the special election.

SECTION 2. Procès Verbal. A *Procès Verbal* of the canvass of the returns of said election shall be made and a certified copy thereof shall be forwarded to the Secretary of State, Baton Rouge, Louisiana, who shall record the same in his office; another certified copy thereof shall be forwarded to the Clerk of Court and *Ex-Officio* Recorder of Mortgages in and for the Parishes of Bossier and Caddo, who shall record the same in the Mortgage Records of each Parish, respectively; and another copy thereof shall be retained in the archives of this Governing Authority.

SECTION 3. Promulgation of Election Results. The results of said election shall be promulgated by publication in the manner provided by law.

SECTION 4. Election Cost. The cost of the election as determined by the Louisiana Secretary of State was \$162,006.29.

CITY OF SHREVEPORT PROPOSITIONS

PROPOSITION NO. 1

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Seventy Million Six Hundred Fifty Thousand Dollars (\$70,650,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and improving public facilities and equipment for (i) police department, and (ii) fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

PROPOSITION NO. 2

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-Two Million Seven Hundred Forty Thousand Dollars (\$22,740,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of technological upgrades and improvements, and economic development, including but not limited to industrial park and workforce development facilities, along with appurtenances and infrastructure related thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

PROPOSITION NO. 3

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Four Million Seven Hundred Thousand Dollars (\$64,700,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving water and sewer systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be

levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

PROPOSITION NO. 4

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Three Million Three Hundred Seventy-Five Thousand Dollars (\$63,375,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving streets, highways, bridges, and drainage systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

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PROPOSITION NO. 5

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-One Million One Hundred Thirty-Five Thousand Dollars (\$21,135,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of constructing, acquiring, and/or improving public facilities for parks and recreation, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

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There was found by said count and canvass that the following votes had been cast at the said special election in favor of and against, respectively, the proposition as hereinabove set forth at the following polling places, to-wit:

PROPOSITION NO. 1

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Seventy Million Six Hundred Fifty Thousand Dollars (\$70,650,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and improving public facilities and equipment for (i) police department, and (ii) fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	6	4
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	4	7
			Early Voting	9	4
			Total	19	15

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Multipurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	15	11
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	81	71
			Shreveport	43	32
00-003	Southern Hills Elementary School	4331 Henry Street	Shreveport	56	40
00-004	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	81	56
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	6	1
			2127 C.E. Galloway Blvd	Shreveport	5
00-006	Stoner Hill Elementary Lab School	Blvd	Shreveport	5	1
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	25	20
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	58	37
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	48	40
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	88	40

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	57	57
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	82	60
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	141	94
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	34	30
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	53	36
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	73	57
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	46	29
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	103	47
00-021	South Highland Elementary School	831 Erie Street	Shreveport	61	41
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	120	96
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary School	6215 Fairfield Avenue 831 Erie Street 2715 Corbitt St/Hearne Ave Ent	Shreveport Shreveport	27 95	19 61
00-025	Werner Park Elementary School	Ave Ent	Shreveport	29	30
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent Avenue	Shreveport Shreveport	83 61	32 32
00-027	Mall St Vincent	Avenue	Shreveport	61	32
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	2	2
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem Lib	21004 Milam Street 3704 Greenwood Rd	Shreveport Shreveport	27 101	25 50
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent Avenue	Shreveport	26	34
00-032	Mall St. Vincent Caddo Heights Math/Science Elem School	Avenue 1702 Corbitt Street	Shreveport	24	23
00-034	Elem School	1702 Corbitt Street	Shreveport	38	31
00-035	Linwood Public Charter School	401 W. 70 th Street	Shreveport	28	12
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	45	26
00-037	Queensborough Elem School Caddo Middle Career/Technology School	2701 Catherine Street 6310 Clift Avenue	Shreveport Shreveport	25 29	24 28
00-038	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	21	17
00-039	Credit and Recovery Center Judson Elem Fundamental Magnet Sc	401 N. Holzman Street 3809 Judson Street	Shreveport Shreveport	18 15	10 6
00-040	Judson Elem Fundamental Magnet Sc	3809 Judson Street	Shreveport	15	6
00-041	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	15	11
00-043	Bilberry Park Community Center Judson Elem Fundamental Magnet Sc	1902 Alabama Street 3809 Judson Street	Shreveport Shreveport	33 46	9 32
00-044	Magnet Sc	3809 Judson Street	Shreveport	46	32
00-045 (in part)	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	28	26
00-046	Western Hills Baptist Church	4153 Pines Road	Shreveport	65	42
00-047 (in part)	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	70	52
00-048	Youree Drive Middle School	6008 Youree Drive	Shreveport	58	56
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	57	42
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	57	42
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	63	24
00-051	81 st Street Ece Center	8108 Fairfield Avenue	Shreveport	62	35
00-051	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	24	14
00-052	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	20	17
00-053	Judson Elem Fundamental	3809 Judson St.	Shreveport	40	16
00-054	Judson Elem Fundamental	3809 Judson St.	Shreveport	40	16

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
	Magnet Sc				
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	30	11
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	76	78
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	32	20
00-058	Linwood Public Charter School	1702 Corbitt Street	Shreveport	40	28
00-059	Morning Star Baptist Church	401 W. 70 th Street	Shreveport	28	20
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	39	12
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	30	28
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	71	34
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	46	29
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	28	20
00-065	Southwood High School	9000 Walker Road	Shreveport	41	24
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	24	13
00-068	Westwood Elem School	8303 Line Avenue	Shreveport	93	74
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	48	35
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	56	41
00-071	University Elem School	351 Hearne Avenue	Shreveport	33	17
00-072 (in part)	David Raines Center	9900 Smitherman Drive	Shreveport	37	27
00-073 (in part)	Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	64	50
00-074	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	11	8
00-075 (in part)	University Elementary School	8303 Line Avenue	Shreveport	98	107
00-076	Holy Trinity Lutheran Church	9900 Smitherman Drive	Shreveport	60	61
00-077 (in part)	Calvary Baptist Church	8895 Youree Drive	Shreveport	68	104
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	14	17
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	51	21
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	23	19
00-081 (in part)	North Highlands Elem School	Shreveport	Shreveport	37	15
00-082	Western Hills Baptist Church	885 Poleman Road	Shreveport	57	43
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	57	26
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	98	34
00-085 (in part)	Huntington High School	4153 Pines Road	Shreveport	98	34
00-086	Huntington High School	6801 Raspberry Lane	Shreveport	55	40
00-087 (in part)	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	38	18
00-088 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	59	30
00-089 (in part)	Summerfield Elem School	9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	40	39
00-090A	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	64	48
00-090B	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	35	33
00-091A	Ridgewood Middle School	Industrial Loop	Shreveport	31	27
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	30	19
00-092	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	35	28
	Forest Hill Elem School	2005 Francais Drive	Shreveport	61	55

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	39	43
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	49	51
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	52	42
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	25	41
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	30	24
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	21	9
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	56	14
00-101	University Elem School	9900 Smitherman Drive	Shreveport	48	47
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	61	33
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	92	65
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	113	164
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	13	13
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	12	13
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	35	41
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	106	124
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	82	117
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	25	19
00-112	University Elem School	9900 Smitherman Drive	Shreveport	46	35
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	43	36
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	52	23
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	117	132
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	90	28
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	127	181
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	47	38
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	4	5
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	4	7
			Early Voting	3424	1912
			TOTAL	9202	6345

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 9,221 votes cast **IN FAVOR OF** the Proposition No. 1 and a total of 6,360 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY PASSED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 1 as hereinabove set forth **DULY PASSED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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There was found by said count and canvass that the following votes had been cast at the said special election in favor of and against, respectively, the proposition as hereinabove set forth at the following polling places, to-wit:

PROPOSITION NO. 2

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-Two Million Seven Hundred Forty Thousand Dollars (\$22,740,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of technological upgrades and improvements, and economic development, including but not limited to industrial park and workforce development facilities, along with appurtenances and infrastructure related thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	5	5
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	3	8
			Early Voting	4	9
			Total	12	22

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Multipurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	12	12
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	58	94
			Shreveport	38	37
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	51	44
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	69	67
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail 2127 C.E. Galloway Blvd	Shreveport	2	5
			Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	18	29

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	38	57
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	20	70
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	44	83
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	28	87
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	50	91
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	67	167
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	24	40
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	43	45
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	32	98
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	32	42
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	59	94
00-021	South Highland Elementary School	831 Erie Street	Shreveport	31	71
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	52	161
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary	6215 Fairfield Avenue	Shreveport	25	21
00-024	School	831 Erie Street 2715 Corbitt St/Hearne	Shreveport	54	104
00-025	Werner Park Elementary School	Ave Ent	Shreveport	22	35
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent	Shreveport	40	74
00-027	Mall St Vincent	Avenue	Shreveport	43	52
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	1	2
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem	21004 Milam Street	Shreveport	23	28
00-030	Lib	3704 Greenwood Rd	Shreveport	88	63
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent	Shreveport	24	35
00-032	Mall St. Vincent Caddo Heights Math/Science	Avenue	Shreveport	19	27
00-034	Elem School	1702 Corbitt Street	Shreveport	35	33
00-035	Linwood Public Charter School	401 W. 70 th Street	Shreveport	25	15
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	41	30
00-037	Queensborough Elem School Caddo Middle Career/Technology	2701 Catherine Street	Shreveport	25	26
00-038	School J S Clark Microsociety Mid	6310 Clift Avenue	Shreveport	27	29
00-039	School	351 Hearne Avenue	Shreveport	19	18
00-040	Credit and Recovery Center Judson Elem Fundamental	401 N. Holzman Street	Shreveport	17	11
00-041	Magnet Sc	3809 Judson Street	Shreveport	13	9
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	10	16
00-044	Bilberry Park Community Center Judson Elem Fundamental	1902 Alabama Street	Shreveport	29	11
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	47	30
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	26	27
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	47	61
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	35	86
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	29	84
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	16	82
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	58	29
00-051	81 st Street Ece Center	8108 Fairfield Avenue	Shreveport	58	40

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	25	13
00-053	Sunset Acres Elem School Judson Elem Fundamental	6514 W. Canal Blvd	Shreveport	18	20
00-054	Magnet Sc	3809 Judson St.	Shreveport	39	18
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	22	19
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	34	119
00-057	Pine Grove Elementary School Caddo Heights Math/Science	1700 Caldwell Street	Shreveport	31	19
00-058	Elem Sch	1702 Corbitt Street	Shreveport	38	32
00-059	Linwood Public Charter School	401 W. 70 th Street	Shreveport	25	22
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	34	16
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	30	26
00-062 (in part)	Southwood High School	9000 Walker Road 3131 Ardis Taylor	Shreveport	72	33
00-063 (in part)	Summerfield Elem School	Drive 2127 C E Galloway	Shreveport	40	36
00-064	Stoner Hill Elem Lab School	Blvd	Shreveport	29	19
00-065	Southwood High School	9000 Walker Road	Shreveport	32	28
00-067	Galilee Baptist Church Cedar Grove/Line Avenue	150 Pierre Avenue	Shreveport	22	15
00-068	Library	8303 Line Avenue	Shreveport	44	120
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	40	44
00-070	Westwood Elem School J S Clark Microsociety Mid	7325 Jewella Avenue	Shreveport	52	44
00-071	School	351 Hearne Avenue	Shreveport	33	19
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	9	55
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose	1625 David Raines Rd 3050 Martin Luther	Shreveport	58	55
00-074	Center Cedar Grove/Line Avenue	King Jr. Dr.	Shreveport	10	8
00-075 (in part)	Library	8303 Line Avenue	Shreveport	46	158
00-076	University Elementary School	9900 Smitherman Drive	Shreveport	37	84
00-077 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	39	134
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	14	17
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	48	24
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose	5340 Jewella Avenue 3050 Martin Luther	Shreveport	20	22
00-081 (in part)	Center	King Jr. Drive	Shreveport	29	22
00-082	North Highlands Elem School	885 Poleman Road	Shreveport	35	63
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	36	45
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	82	53
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	51	44
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	38	18
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle	6801 Raspberry Lane	Shreveport	53	35
00-088 (in part)	School	9360 Woolworth Road 3131 Ardis Taylor	Shreveport	34	45
00-089 (in part)	Summerfield Elem School	Drive 2955 Bert Kouns	Shreveport	42	69
00-090A	Summer Grove Elem School	Industrial Loop	Shreveport	23	45
00-090B	Summer Grove Elem School	Industrial Loop	Shreveport	21	37

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	23	26
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	16	44
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	36	79
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	27	55
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	38	62
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	33	62
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	14	52
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	25	31
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	21	10
00-100 (in part)	Huntington High School	6801 Rasberry Lane	Shreveport	50	20
00-101	University Elem School	9900 Smitherman Drive	Shreveport	27	68
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	26	69
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	57	101
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	17	258
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	12	14
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	9	16
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	15	61
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	35	195
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	28	168
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	25	19
00-112	University Elem School	9900 Smitherman Drive	Shreveport	20	62
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	21	56
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	46	27
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	38	210
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	70	46
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	36	268
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	36	50
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	3	6
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2260	3045
			TOTAL	6119	9358

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 6131 votes cast **IN FAVOR OF** the Proposition No. 2 and a total of 9380 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 1 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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There was found by said count and canvass that the following votes had been cast at the said special election in favor of and against, respectively, the proposition as hereinabove set forth at the following polling places, to-wit:

PROPOSITION NO. 3

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Four Million Seven Hundred Thousand Dollars (\$64,700,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving water and sewer systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	6	4
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	2	8
			Early Voting	7	7
		Total		15	19

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Multipurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	13	13
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	65	86
			Shreveport	34	40
00-003	Southern Hills Elementary School	4331 Henry Street	Shreveport	55	38
00-004	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	73	65
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	2	4
		2127 C.E. Galloway Blvd	Shreveport	4	2
00-006	Stoner Hill Elementary Lab School	Blvd	Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	19	29
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	41	52
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	24	67

**VOTE
TABULATION**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>YES</u>	<u>NO</u>
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	51	77
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	33	81
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	58	83
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	74	160
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	26	37
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	49	38
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	35	94
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	37	39
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	69	83
00-021	South Highland Elementary School	831 Erie Street	Shreveport	38	63
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	60	154
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary School	6215 Fairfield Avenue 831 Erie Street 2715 Corbitt St/Hearne Ave Ent	Shreveport Shreveport	25 57	21 101
00-025	Werner Park Elementary School	Ave Ent	Shreveport	24	34
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent Avenue	Shreveport Shreveport	47 45	68 50
00-027	Mall St Vincent	Avenue	Shreveport	45	50
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	3	1
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem Lib	21004 Milam Street 3704 Greenwood Rd	Shreveport Shreveport	23 94	29 58
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent Avenue	Shreveport Shreveport	23 21	35 26
00-032	Mall St. Vincent Caddo Heights Math/Science Elem School	1702 Corbitt Street	Shreveport	35	34
00-034	Linwood Public Charter School	401 W. 70 th Street	Shreveport	28	12
00-035	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	40	31
00-036	Queensborough Elem School	2701 Catherine Street	Shreveport	25	25
00-037	Caddo Middle Career/Technology School	6310 Clift Avenue	Shreveport	28	28
00-038	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	21	16
00-039	Credit and Recovery Center	401 N. Holzman Street	Shreveport	18	10
00-040	Judson Elem Fundamental Magnet Sc	3809 Judson Street	Shreveport	15	7
00-041	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	13	13
00-043	Bilberry Park Community Center	1902 Alabama Street	Shreveport	33	7
00-044	Judson Elem Fundamental Magnet Sc	3809 Judson Street	Shreveport	46	30
00-045 (in part)	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	29	24
00-046	Western Hills Baptist Church	4153 Pines Road	Shreveport	48	59
00-047 (in part)	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	42	79
00-048	Youree Drive Middle School	6008 Youree Drive	Shreveport	36	76
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	26	72
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	26	72
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	59	28
00-051	81 st Street Ece Center	8108 Fairfield Avenue	Shreveport	59	38
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	26	12
00-053	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	21	16

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-054	Judson Elem Fundamental Magnet Sc	3809 Judson St.	Shreveport	39	18
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	24	17
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	43	108
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	34	18
00-058	Linwood Public Charter School	1702 Corbitt Street	Shreveport	43	27
00-059	Morning Star Baptist Church	401 W. 70 th Street	Shreveport	25	22
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	35	14
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	33	24
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	73	33
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	41	36
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	29	19
00-065	Southwood High School	9000 Walker Road	Shreveport	35	30
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	22	16
00-068	Westwood Elem School	8303 Line Avenue	Shreveport	51	113
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	45	38
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	56	39
00-071	University Elem School	351 Hearne Avenue	Shreveport	30	20
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	13	51
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	60	50
00-074	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	10	7
00-075 (in part)	University Elementary School	8303 Line Avenue	Shreveport	52	151
00-076	University Elementary School	9900 Smitherman Drive	Shreveport	43	78
00-077 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	46	126
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	14	17
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	47	24
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	19	22
00-081 (in part)	North Highlands Elem School	King Jr. Drive	Shreveport	33	18
00-082	Western Hills Baptist Church	885 Poleman Road	Shreveport	40	58
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	40	39
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	84	51
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	48	46
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	37	17
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	58	30
00-088 (in part)	Summerfield Elem School	9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	38	41
00-089 (in part)	Summerfield Elem School	2955 Bert Kouns	Shreveport	46	67
00-090A	Summer Grove Elem School	Industrial Loop	Shreveport	28	38
00-090B	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	25	33
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	26	24
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	22	40

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	46	70
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	31	49
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	37	62
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	33	62
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	19	47
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	24	32
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	22	8
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	52	18
00-101	University Elem School	9900 Smitherman Drive	Shreveport	34	61
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	40	55
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	67	92
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	31	245
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	15	12
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	10	15
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	20	56
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	44	186
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	28	169
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	26	18
00-112	University Elem School	9900 Smitherman Drive	Shreveport	32	51
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	25	53
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	51	20
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	49	200
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	78	40
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	52	253
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	35	50
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	3	6
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2892	2431
			TOTAL	7155	8335

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 7170 votes cast **IN FAVOR OF** the Proposition No. 3 and a total of 8354 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 3 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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PROPOSITION NO. 4

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Three Million Three Hundred Seventy-Five Thousand Dollars (\$63,375,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving streets, highways, bridges, and drainage systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	6	4
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	3	8
			Early Voting	4	10
			Total	13	22

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Mulitpurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	15	10
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	65	86
			Shreveport	40	35
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	55	40
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	73	65
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail 2127 C.E. Galloway Blvd	Shreveport	3	4
			Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	18	30
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	42	53
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	26	65
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	51	77
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	34	79

<u>PRECINCT</u>	<u>POLL PLACE</u>	<u>POLL PLACE</u>	<u>CITY</u>	<u>VOTE</u>	
	<u>NAME</u>	<u>LOCATION</u>		<u>YES</u>	<u>NO</u>
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	58	83
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	76	158
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	23	39
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	45	42
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	38	92
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	34	41
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	65	88
00-021	South Highland Elementary School	831 Erie Street	Shreveport	41	61
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	56	158
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary	6215 Fairfield Avenue	Shreveport	25	22
00-024	School	831 Erie Street 2715 Corbitt St/Hearne	Shreveport	58	100
00-025	Werner Park Elementary School	Ave Ent	Shreveport	26	33
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent	Shreveport	46	68
00-027	Mall St Vincent	Avenue	Shreveport	45	50
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	3	1
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem	21004 Milam Street	Shreveport	23	29
00-030	Lib	3704 Greenwood Rd	Shreveport	95	56
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent	Shreveport	24	36
00-032	Mall St. Vincent Caddo Heights Math/Science	Avenue	Shreveport	21	25
00-034	Elem School	1702 Corbitt Street	Shreveport	35	34
00-035	Linwood Public Charter School	401 W. 70 th Street	Shreveport	26	13
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	42	29
00-037	Queensborough Elem School Caddo Middle Career/Technology	2701 Catherine Street	Shreveport	24	27
00-038	School	6310 Clift Avenue	Shreveport	28	27
00-039	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	20	16
00-040	Credit and Recovery Center Judson Elem Fundamental	401 N. Holzman Street	Shreveport	16	12
00-041	Magnet Sc	3809 Judson Street	Shreveport	15	7
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	11	15
00-044	Bilberry Park Community Center Judson Elem Fundamental	1902 Alabama Street	Shreveport	31	11
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	47	29
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	27	25
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	51	57
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	38	82
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	32	81
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	30	69
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	62	27
00-051	81 st Street Ece Center	8108 Fairfield Avenue	Shreveport	59	39
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	25	13
00-053	Sunset Acres Elem School Judson Elem Fundamental	6514 W. Canal Blvd	Shreveport	21	17
00-054	Magnet Sc	3809 Judson St.	Shreveport	40	17

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	24	17
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	42	110
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	33	19
00-058	Linwood Public Charter School	1702 Corbitt Street	Shreveport	42	28
00-059	Morning Star Baptist Church	401 W. 70 th Street	Shreveport	29	18
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	35	16
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	31	27
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	74	32
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	41	36
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	28	20
00-065	Southwood High School	9000 Walker Road	Shreveport	36	30
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	22	15
00-068	Westwood Elem School	8303 Line Avenue	Shreveport	51	113
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	43	41
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	62	32
00-071	University Elem School	351 Hearne Avenue	Shreveport	34	18
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	15	49
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	61	53
00-074	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	7	9
00-075 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	54	150
00-076	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	39	82
00-077 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	46	126
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	15	16
00-079 (in part)	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	9333 Linwood Avenue	Shreveport	50	22
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	21	22
00-081 (in part)	North Highlands Elem School	31	Shreveport	31	20
00-082	Western Hills Baptist Church	885 Poleman Road	Shreveport	41	59
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	41	40
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	84	50
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	52	43
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	39	17
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	57	31
00-088 (in part)	Summerfield Elem School	9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	37	42
00-089 (in part)	Summerfield Elem School	2955 Bert Kouns	Shreveport	47	66
00-090A	Summer Grove Elem School	Industrial Loop 2955 Bert Kouns	Shreveport	25	42
00-090B	Summer Grove Elem School	Industrial Loop	Shreveport	22	34
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	26	24
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	19	42
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	47	70
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	27	54

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	34	64
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	32	62
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	18	48
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	24	32
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	22	8
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	51	19
00-101	University Elem School	9900 Smitherman Drive	Shreveport	33	62
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	36	58
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	66	93
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	31	245
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	13	13
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	12	13
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	19	57
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	43	186
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	27	173
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	26	18
00-112	University Elem School	9900 Smitherman Drive	Shreveport	30	52
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	24	53
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	52	22
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	49	200
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	78	38
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	44	259
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	34	52
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	4	5
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2859	2434
			TOTAL	7101	8385

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 7114 votes cast **IN FAVOR OF** the Proposition No. 4 and a total of 8407 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 4 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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PROPOSITION NO. 5

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-One Million One Hundred Thirty-Five Thousand Dollars (\$21,135,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of constructing, acquiring, and/or improving public facilities for parks and recreation, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	5	5
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	3	8
			Early Voting	4	10
			Total	12	23

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Multitpurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	15	9
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	55	96
			Shreveport	39	35
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	48	47
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	72	65
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail 2127 C.E. Galloway Blvd	Shreveport	3	4
			Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	19	29
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	39	53
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	19	73
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	46	81
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	21	94

<u>PRECINCT</u>	<u>POLL PLACE</u>	<u>POLL PLACE</u>	<u>CITY</u>	<u>VOTE</u>	
	<u>NAME</u>	<u>LOCATION</u>		<u>YES</u>	<u>NO</u>
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	51	90
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	67	167
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	22	42
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	34	53
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	31	98
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	33	43
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	61	92
00-021	South Highland Elementary School	831 Erie Street	Shreveport	31	70
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	53	161
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary	6215 Fairfield Avenue	Shreveport	25	22
00-024	School	831 Erie Street 2715 Corbitt St/Hearne	Shreveport	50	107
00-025	Werner Park Elementary School	Ave Ent	Shreveport	24	33
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent	Shreveport	36	78
00-027	Mall St Vincent	Avenue	Shreveport	37	58
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	3	1
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem	21004 Milam Street	Shreveport	23	29
00-030	Lib	3704 Greenwood Rd	Shreveport	90	63
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent	Shreveport	21	38
00-032	Mall St. Vincent Caddo Heights Math/Science	Avenue	Shreveport	19	28
00-034	Elem School	1702 Corbitt Street	Shreveport	35	33
00-035	Linwood Public Charter School	401 W. 70 th Street	Shreveport	23	16
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	42	29
00-037	Queensborough Elem School Caddo Middle Career/Technology	2701 Catherine Street	Shreveport	23	28
00-038	School	6310 Clift Avenue	Shreveport	27	29
00-039	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	19	18
00-040	Credit and Recovery Center Judson Elem Fundamental	401 N. Holzman Street	Shreveport	17	11
00-041	Magnet Sc	3809 Judson Street	Shreveport	15	7
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	12	14
00-044	Bilberry Park Community Center Judson Elem Fundamental	1902 Alabama Street	Shreveport	32	10
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	46	30
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	29	24
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	48	60
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	33	87
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	29	84
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	21	77
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	58	30
00-051	81 st Street Ece Center	8108 Fairfield Avenue	Shreveport	58	39
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	26	10
00-053	Sunset Acres Elem School Judson Elem Fundamental	6514 W. Canal Blvd	Shreveport	17	21
00-054	Magnet Sc	3809 Judson St.	Shreveport	39	18

**VOTE
TABULATION**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>YES</u>	<u>NO</u>
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	20	20
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	34	118
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	31	20
00-058		1702 Corbitt Street	Shreveport	36	32
00-059	Linwood Public Charter School	401 W. 70 th Street	Shreveport	27	20
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	33	17
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	30	28
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	72	33
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	40	36
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	26	22
00-065	Southwood High School	9000 Walker Road	Shreveport	30	35
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	25	13
00-068		8303 Line Avenue	Shreveport	45	119
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	40	44
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	54	40
00-071		351 Hearne Avenue	Shreveport	33	19
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	11	53
00-073 (in part)	David Raines Center	1625 David Raines Rd	Shreveport	57	56
00-074	Sulsa at Shreveport Multipurpose Center Cedar Grove/Line Avenue Library	3050 Martin Luther King Jr. Dr.	Shreveport	9	9
00-075 (in part)		8303 Line Avenue	Shreveport	46	159
00-076	University Elementary School	9900 Smitherman Drive	Shreveport	37	83
00-077 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	38	135
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	15	16
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	44	28
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	22	21
00-081 (in part)			Shreveport	27	23
00-082	North Highlands Elem School	885 Poleman Road	Shreveport	35	64
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	39	42
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	73	60
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	48	45
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	36	20
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	55	34
00-088 (in part)		9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	36	43
00-089 (in part)	Summerfield Elem School	2955 Bert Kouns	Shreveport	43	69
00-090A	Summer Grove Elem School	Industrial Loop 2955 Bert Kouns	Shreveport	24	43
00-090B	Summer Grove Elem School	Industrial Loop	Shreveport	23	35
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	25	24
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	14	47
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	37	79
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	25	56

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	36	64
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	29	65
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	15	51
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	23	32
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	20	9
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	51	19
00-101	University Elem School	9900 Smitherman Drive	Shreveport	25	70
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	25	70
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	63	95
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	21	255
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	10	16
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	11	14
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	17	59
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	32	198
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	23	175
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	26	18
00-112	University Elem School	9900 Smitherman Drive	Shreveport	26	57
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	24	54
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	49	25
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	39	211
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	66	50
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	36	267
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	32	54
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	3	6
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2204	3079
			TOTAL	6043	9418

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 6055 votes cast **IN FAVOR OF** the Proposition No. 4 and a total of 9441 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 4 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto.

DATE

February 16, 2022

ORIGINATING DEPARTMENT

Office of the City Attorney

COUNCIL DISTRICT**SPONSOR****PURPOSE**

To authorize the Mayor to execute a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, with J. Marshall Jones Law Corporation, to provide legal advice, counsel, and representation to the City of Shreveport ("City") on a contingency basis, on matters involving water and sewer related to initiating an action of recovery under the 2007-2017 contract with Pratt Paper (LA), LLC ("Pratt"), and other matters concerning litigation.

BACKGROUND INFORMATION

The City desires to retain the services of J. Marshall Jones, Jr., to provide legal advice, counsel, and representation to the City on matters related to water and sewer throughout this agreement.

The law firm will be compensated 25% of the gross proceeds of recovery by settlement or judgment solely for claims arising from Water & Sewerage sums due the City under the 2007-2017 City-Pratt contract for the water and sewer undercharges to Pratt.

TIMETABLE

Introduction: February 22, 2022

Final Passage: March 8, 2022

ATTACHMENT(S)**SPECIAL PROCEDURAL REQUIREMENTS**

None

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 Council adopt the resolution.

FACT SHEET PREPARED BY:

Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. _____ OF 2022

AUTHORIZING THE EMPLOYMENT OF LEGAL COUNSEL TO REPRESENT THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City of Shreveport (“City”) is involved in matters related to water and sewerage; and

WHEREAS, the City desires to retain J. Marshall Jones, Jr., Attorney at Law, to provide legal advice, counsel and representation in connection with matters related to water and sewerage involving sums due to the city under the 2007-2017 City-Pratt contract, and other matters concerning litigation; and

WHEREAS, the Office of the City Attorney recommends that the law firm be retained for this purpose, pursuant to Section 8.03 of the City Charter.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, to provide legal representation, counsel, and advice to the City of Shreveport in connection with water and sewer matters.

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 application 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 to be 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

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

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICE AGREEMENT WITH WASHINGTON & WELLS, ATTORNEYS AT LAW; BARON & BUDD, P.C.; COSSICH, SUMICH, PARSIOLA & TAYLOR LLC; FOLEY, LAMY & JEFFERSON; ALVENDIA, KELLY & DEMAREST, LLC; AND STAGG LIUZZA, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

DATE

February 16, 2022

ORIGINATING DEPARTMENT

Office of the City Attorney

COUNCIL DISTRICT**SPONSOR****PURPOSE**

To authorize the Mayor to execute a legal services agreement, whereas the City of Shreveport (the “City”) desires to engaged outside counsel Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC (“Outside Counsel”) to represent the City, including but not limited to its boards, commissions and agencies in this matter and seeks to enter into a Legal Services Agreement with the Outside Counsel in relation thereto.

BACKGROUND INFORMATION

The City, including its boards, commissions, or agencies, has the right and/or obligation to pursue claims for damages, compensation and other relief (the “Causes of Action”) against the manufacturer(s) and supplier(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds); and

The City desires to retain the Outside Counsel for the purpose of pursuing these Causes of Action..

TIMETABLE

Introduction: February 22, 2022

Final Passage: March 8, 2022

ATTACHMENT(S)

Exhibit A “Legal Services Agreement”

SPECIAL PROCEDURAL REQUIREMENTS

None

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 Council adopt the resolution.

FACT SHEET PREPARED BY:

Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. __ OF 2022

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICE AGREEMENT WITH WASHINGTON & WELLS, ATTORNEYS AT LAW; BARON & BUDD, P.C.; COSSICH, SUMICH, PARSIOLA & TAYLOR LLC; FOLEY, LAMY & JEFFERSON; ALVENDIA, KELLY & DEMAREST, LLC; AND STAGG LIUZZA, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of Shreveport (the “City”) desires to engaged outside counsel Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC (“Outside Counsel”) to represent the City, including but not limited to its boards, commissions and agencies in this matter and seeks to enter into a Legal Services Agreement with the Outside Counsel in relation thereto; and

WHEREAS, The City, including its boards, commissions, or agencies, has the right and/or obligation to pursue claims for damages, compensation and other relief (the “Causes of Action”) against the manufacturer(s) and supplier(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds); and

WHEREAS, pursuant to Section 8.03 of the City Charter, the City Attorney recommends that the Outside Counsel be retained for the purpose of pursuing these Causes of Action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a Legal Services Agreement with Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC, to provide legal representation, counsel and advice to the City of Shreveport, substantially in accordance with the terms and conditions of the draft thereof attached hereto as Exhibit “A”.

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

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between City of Shreveport (Client”) and the law firms of Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC (*collectively referred to as “Attorneys”*).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates: **Adrian Perkins, Mayor of City of Shreveport**, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) and supplier(s) of fire fighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. Attorneys will assist in negotiating liens, but will not litigate them.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Washington & Wells, Attorneys at Law, Baron & Budd, P.C.,

Cossich, Sumich, Parsiola & Taylor LLC, Foley, Lamy & Jefferson, Alvendia, Kelly & Demarest, LLC, and Stagg Liuzza, LLC assume joint legal responsibility to Client for the representation described in this Agreement, and all agree to be available for consultation with the Client. Client approves of and consents to the participation of these firms in the representation.

7. ATTORNEYS' FEES. Client and Attorneys agree that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of 33 1/3%. The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that an appraisal will

be conducted by appraisers reasonably acceptable to Client and Attorneys, the cost to be divided equally between Client and Attorneys to determine this value. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration and/or litigation shall not exceed 33 ¹/₃% of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance those costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in a fair and reasonable manner, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses, provided however, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Washington & Wells, Attorneys at Law will receive forty percent (40%); Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Foley, Lamy & Jefferson will collectively receive forty percent (40%); and Alvendia, Kelly & Demarest, LLC, and Stagg Liuzza, LLC will collectively receive twenty percent (20%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential AFFF litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and

obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive the conflicts it is currently aware of which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this Agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **AUTHORITY TO EXECUTE PLEADINGS.** Client gives Attorneys the authority to execute all reasonable and necessary pleadings connected with the handling of this cause of action. Prior to signing any documents relative to settlement agreements, Client's claims will not be settled without obtaining Client's consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written

notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Client remains obligated to pay Attorneys the entire percentage as agreed in Paragraph 7.A or a reasonable fee as described in Paragraph 7.C and to reimburse Attorneys for all reasonable costs and expenses not later than thirty (30) days after the receipt of a final cost accounting from Attorneys. While acknowledging the language and agreements relative to conflicts of interest set forth in Paragraph 11 herein, Client reserves the right to terminate Attorney's representation of Client, if Client, acting in good faith and following discussion with Attorneys, determines that conflicts of interest have arisen subsequent to the execution of this Agreement which Client believes may impair a fair outcome for Client. In such case, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for client shall be released by Attorneys.

17. WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this Agreement with Client. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. In all such cases described herein above, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by Client, any lien in excess of the recovery for Client shall be released by Attorneys.

18. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services

under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Washington & Wells
1700 Irving Place
Shreveport, Louisiana 71101

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

Foley, Lamy & Jefferson
3914 Canal Street
New Orleans, Louisiana 70119

Alvencia, Kelly & Demarest, LLC
909 Poydras St Ste 1625
New Orleans LA, 70112

Stagg Liuzza, LLC
One Canal Place 365 Canal St Ste 2850
New Orleans LA, 70130-1163

21. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any

particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with Paragraph 7.C.

26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

29. SETTLEMENT CHECK. The Client and Attorneys understand that, if a settlement occurs, the settlement check is typically written to both the Client and the Attorneys. In accordance with the Legal Services Agreement (Provision 7), the Attorneys will receive a contingency fee of 33 1/3%. The contingency fee is to be calculated based on the Client's gross recovery before deduction of costs and expenses (as outlined in Provisions 7, 8, and 9). The contingency fee, costs, and expenses will be deducted from the Client's gross recovery, and the balance of the settlement check will be issued to the Client. The Attorneys will divide the contingency fee in accordance with the Legal Services Agreement (Provision 10).

This Agreement and its performance are subject to the Louisiana Rules of Professional Conduct and the Texas Disciplinary Rules of Professional Conduct.

Agreed by:

CITY OF SHREVEPORT

ATTORNEYS:

Shante Y.R. Wells, Washington & Wells

Philip F. Cossich, Jr., Cossich, Sumich Parsiola & Taylor

Mr. Roderick Alvendia, Alvendia, Kelly & Demarest

Michael Gregory Stag, Stag Liuzza, LLC

RESOLUTION AND FACT SHEET**CITY OF SHREVEPORT**

TITLE	DATE	ORIGINATING DEPT./DIV.
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF RELEASE OF A 10' WIDE UTILITY EASEMENT IN THE RESUBDIVISION OF KING PARTITION NO. 2 SUBDIVISION, IN SECTIONS 3&4 (T16N-R13W), AND OTHERWISE PROVIDING WITH RESPECT THERETO.	February 1, 2022	Office of the City Engineer Property Management Section
		SPONSOR OR COUNCIL MEMBER Property Management Section

PURPOSE

To allow the Mayor to execute an Act of Release of the 10' wide utility easement in the Resubdivision of King Partition No 2 Subdivision.

This Ordinance will have direct impact on Council District: **D**

BACKGROUND INFORMATION

The Office of the City Engineer has received a request from the Muslim Community of Shreveport, the property owners, to release the 10' wide utility easement between Lots 1 and 2 as established by the Resubdivision of King Partition No 2 Subdivision. The owners have contracted with Mohr and Associates, Inc. to prepare a re-subdivision plat to combine their property into a single lot for development purposes. This re-subdivision will be titled King Partition No. 4. The City has no utilities in this easement and none of the major utility companies have expressed any objection with this release.

TIMETABLE

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

MASTER PLAN CONSIDERATION

NOT APPLICABLE

FINANCES
NONE

SOURCE OF FUNDS
NONE

CONCLUSION

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

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF RELEASE OF A 10' WIDE UTILITY EASEMENT IN THE RESUBDIVISION OF KING PARTITION NO. 2 SUBDIVISION, IN SECTIONS 3&4 (T16N-R13W), AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, on February 27, 1981, the Resubdivision of King Partition No 2 Subdivision was filed and recorded under Instrument No. 861440, in Book 1800, Page 45, of the Conveyance Records of Caddo Parish, Louisiana, and the aforementioned subdivision dedicated to the public a 10' wide utility easement between Lots 1 and 2 of said subdivision; and

WHEREAS, the Muslim Community of Shreveport, the owners of said Lots 1 and 2, have requested the release of the aforementioned 10' wide utility easement for the re-development of said Lots 1 and 2 into a single tract to be established by the filing of King Partition No 4 Subdivision; and

WHEREAS, the Department of Water & Sewerage with the City of Shreveport has no facilities within this easement and none of the major utility companies have expressed an objection to the release of the aforementioned 10' wide utility easement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport, in due, regular and legal session convened, that the MAYOR, Adrian Perkins, is hereby authorized and empowered to represent the City of Shreveport in the execution of an Act of Release of the 10' wide utility servitude between Lots 1 and 2 of the Resubdivision of King Partition No 2 Subdivision, and as shown and indicated in red on the proposed re-subdivision plat titled King Partition No. 4 and made a part hereof.

BE IT FURTHER RESOLVED, that a certified copy of this resolution and the Act of Release shall be filed and recorded in the official 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 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 ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESOLUTION NO. 27 OF 2022

A RESOLUTION PROCLAIMING MARCH 2022 AS WOMEN'S HISTORY MONTH IN THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY: COUNCILWOMAN TABATHA TAYLOR

WHEREAS, in 1980, U.S. President Jimmy Carter issued the first Presidential Proclamation for National Women's History Week, and in 1987, the U.S. Congress declared March as National Women's History Month in perpetuity; and

WHEREAS, annually, a special U.S. Presidential Proclamation is issued honoring the extraordinary achievements of American women; and

WHEREAS, Women's History Month is a dedicated month to reflect on the often-overlooked contributions of women in history, society and culture and during the month of March, we give a little extra attention to all of the amazing accomplishments of strong, determined women; and

WHEREAS, the 2022 National Women's History theme, "Providing, Healing, Promoting Hope," is a tribute to the ceaseless work of caregivers and frontline workers during this ongoing pandemic and a recognition of the thousands of ways that women of all cultures have provided both healing and hope throughout history; and

WHEREAS, women as healers harken back to ancient times. Healing is the personal experience of transcending suffering and transforming it to wholeness. The gift of hope spreads light to the lives of others and reflects a belief in the unlimited possibilities of this and future generations. Together, healing and hope are essential fuels for our dreams and our recovery; and

WHEREAS, every woman has a story to tell and gifts to share with the world and this year, in particular, we are reminded of the importance of healers and caregivers who are helping to promote and sustain hope for the future; and

WHEREAS, these are the women who, as counselors and clerics, artists and teachers, doctors, nurses, mothers, and grandmothers listen, ease suffering, restore dignity, and make decisions for our general as well as our personal welfare; and

WHEREAS, the National Women's History Alliance encourages communities throughout the country to honor local women who bring and have historically brought these priceless gifts to their families, workplaces, and neighborhoods, sometimes at great sacrifice; and

WHEREAS, the 2022 theme proudly honors those who, in both public and private life, provide healing and promote hope for the betterment of all.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport in due regular and legal session convened that the Shreveport City Council designates and proclaims March 2022, as Women's History Month in the City of Shreveport.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO HONOR SHIRLEY WILLS FOR HER MANY YEARS OF EXEMPLARY CIVIC ACTIVISM AS A COMMUNITY LEADER AND AS THE FIRST AFRICAN AMERICAN WOMAN ELECTED TO SERVE ON THE CADDO PARISH POLICE JURY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY: COUNCILMEMBERS JOHN NICKELSON AND
LEVETTE FULLER**

WHEREAS, on October 4, 1978, Shirley Wills was sworn in as the first African American woman elected to serve on the Caddo Parish Police Jury, the predecessor of the Caddo Parish Commission, where she represented the communities of Stoner Hill, Anderson Island, and portions of Allendale and Highland; and

WHEREAS, during her tenure as a police juror, from 1978 until 1984, Shirley Wills witnessed an era of extraordinary economic growth and infrastructure construction in Northwest Louisiana; and

WHEREAS, as a member of the police jury, Shirley Wills successfully brought about improvements in street maintenance, solutions to critical drainage issues, and the increased availability of affordable housing; and

WHEREAS, she also played a major role in the equitable reapportionment of local districts within the municipality of Shreveport; and

WHEREAS, after her public service, Shirley Wills has continued in her role as an active participant in community affairs; and

WHEREAS, Shirley Wills is a dedicated civil rights activist and an active member of the National Association for the Advancement of Colored People (NAACP), as well as a former member of its Executive Board Committee; and

WHEREAS, to promote a closer sense of community and to recognize the good works of past civic activists, Shirley Wills had Stoner Hill Elementary School renamed for an exceptional educator and the school's pioneering principal, Elijah B. Williams; it is now known as the E.B. Williams Stoner Hill Elementary Lab School; and

WHEREAS, Shirley Wills sought to honor the community activism and spiritual leadership of the long-time pastor of Hopewell Baptist Church, the Reverend Dr. C.E. Galloway, and with her persistence, Hopewell Street was renamed C.E. Galloway Boulevard; and

WHEREAS, in 2006, Shirley Wills dictated an oral history of her activism, culture, and professional life that may be heard at the Norton Art Gallery; and

WHEREAS, as a graduate of Shreveport Business College, Shirley Wills was employed by Western Electric, now AT&T, for thirty-two years, beginning in 1969, until her retirement in 2001; and

WHEREAS, Shirley Wills was married to the late Joe Robert Wills for fifty-two years until his passing; together they made a Christian family home and reaped the many blessings of God's love; and their union was blessed with two sons, Reverend Jerard Wills and the late Jerado Wills, and four precious grandchildren; and

WHEREAS, Shirley Wills is a long-time member of St. Peter Baptist Church where she is quite active as a Sunday School teacher and as a board member on the Mission and Deaconess boards; and

WHEREAS, Shirley Wills is empowered by her faith in God and is encouraged by her favorite scripture from Philippians 4:13, "I can do all things through Christ, who strengthens me"; and

WHEREAS, Shirley Wills is well aware that educational opportunities are vital to the growth and prosperity of any community; she is an avid supporter of the Parent Teacher Student Association (PTSA) at Claiborne Elementary and Queensborough Elementary schools and an active alumnus of Booker T. Washington High School, Class of 1963.

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 honors Shirley Wills for her many years of exemplary civic activism and as the first African American woman elected to serve on the Caddo Parish Police Jury.

BE IT FURTHER RESOLVED that this resolution shall be executed in duplicate originals with one original presented to Shirley Wills 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

RESOLUTION NO. ____ OF 2022

A RESOLUTION TO HONOR WOODY'S HOME FOR VETERANS FOR THE ASSISTANCE THEY PROVIDE TO VETERANS AND THEIR CONTRIBUTIONS THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY: COUNCILMEMBERS LEVETTE FULLER AND
 GRAYSON BOUCHER**

WHEREAS, Woody's Home for Veterans was founded in 2003 by Ronald Key in honor of his father, Harold Woodrow "Woody" Key, a World War II veteran, and other fellow American veterans like his Dad.

WHEREAS, Woody's was founded to provide stable transitional or long-term housing for veterans with mental illnesses such as PTSD and depression, all of Woody's residents have a diagnosed mental illness; and

WHEREAS, Woody's residents came back from their time of service with deep wounds not necessarily visible to the naked eye, conditions such as PTSD and depression, both brought about by the horrors of combat, can be devastating and permanently alter a person's life; and

WHEREAS, Woody's provides a home and safe haven for veterans where they can interact with one another, feel safe, and continue to receive the care they need and deserve; and

WHEREAS, Woody's provides everything to the veterans from underwear to toilet paper to suits, in addition, they distribute medicine to the veterans and take them to appointments at the VA; and

WHEREAS, in 2008, Woody's opened the doors to their second home and remain 90% full; and

WHEREAS, Woody's goal is to assist as many veterans suffering from mental health issues as possible and give them a place to call home.

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 honors Woody's Home for Veterans for the assistance they provide to veterans and their contributions to the City of Shreveport.

BE IT FURTHER RESOLVED that this resolution shall be executed in duplicate originals with one original presented to Woody's Home for Veterans 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

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO REPEAL RESOLUTION NO. 22 OF 2022 WHICH DEDICATED THE 700 BLOCK OF PUJO STREET IN HONOR OF CHARLEY F. WILLIAMS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER GRAYSON BOUCHER

WHEREAS, Resolution No. 22 of 2022 dedicated the 700 block of Pujo Street in honor of Charley F. Williams.; and

WHEREAS, the proper spelling of the name for the dedication is Charlie, not Charley; and

WHEREAS, a new resolution will be presented to dedicate the 700 block of Pujo Street in honor of Charlie F. Williams.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular, and legal session convened that Resolution No. 22 of 2022, which dedicated the 700 block of Pujo Street in honor of Charley F. Williams, is hereby repealed.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO DEDICATE THE 700 BLOCK OF PUJO STREET IN HONOR OF CHARLIE F. WILLIAMS FOR HIS COMMITMENT AND CONTRIBUTIONS TO THE CEDAR GROVE COMMUNITY AND THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMAN BOUCHER

WHEREAS, Charlie F. Williams was born on June 29, 1934, in Frierson, Louisiana and passed away in August of 2021, at the age of 87; and

WHEREAS, Charlie F. Williams began his ministry in 1961 and served as pastor of the Mt. Olive Baptist Church for 50 years; and

WHEREAS, Charlie F. Williams performed many duties to the community, he dedicated babies to God, performed marriages, hosted revivals, comforted members during the loss of loved ones, and mentored young ministers; and

WHEREAS, Charlie F. Williams served with honor, integrity, pride and steadfast commitment to God.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor on behalf of the City is authorized to dedicate the 700 block of Pujo Street in honor of Charlie F. Williams for his commitment and contributions to the Cedar Grove Community and the City of Shreveport.

BE IT FURTHER RESOLVED that in accordance with Resolution No. 156 of 2019, the dedication marker should be approximately 9 inches tall and 42 inches wide and should be placed on an existing standard or street sign if the placement is authorized by Traffic Engineering.

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

RESOLUTION NO. _____ OF 2022

A RESOLUTION TO DEDICATE THE 500 BLOCK OF EAST 84th STREET IN HONOR OF SAM J. COLEMAN, FOR HIS COMMITMENT AND CONTRIBUTIONS TO THE CEDAR GROVE COMMUNITY AND THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY: COUNCILMAN GRAYSON BOUCHER

WHEREAS, Sam J. Coleman, was a blessing to his family, friends, and loved ones for 82 years; and

WHEREAS, he was a devoted husband to Mildred Coleman for 62 years, a loving father to six children, Glenn, Samuel, Beverlye, Gwendolyn, Sonia, and Wandria, and a grandfather; and

WHEREAS, he was a successful building contractor and business owner for more than 50 years in Shreveport; and

WHEREAS, he was one of the first persons to purchase a lot in Harlem Heights (Cedar Grove) in 1953, he built his home in 1958 and lived there until his passing in 2013, his wife and daughter continue to live in the family home; and

WHEREAS, Mr. Coleman organized and spearheaded National Night Out for the 400 and 500 blocks of 84th Street and received awards from 1997 through 2003 and 2006; and

WHEREAS, he was one of founding organizers of C.A.R.E Neighborhood Association (Cedar Grove Affirms Real Effort) in 2003; and

WHEREAS, he was instrumental in getting the 400 and 500 blocks of 84th Street paved with sidewalks, he worked tirelessly to get funding for street repairs and paving throughout the neighborhood; and

WHEREAS, Mr. Coleman served at Bright Star Baptist Church in various capacities including Trustee of Deacon Board, Sunday School Superintendent and teacher; and

WHEREAS, he was an organizing board member of the Unity of Faith Baptist Church which is currently located at 272. E. 78th Street.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor on behalf of the City is authorized to dedicate the 500 block of East 84th Street in honor of Sam J. Coleman for his commitment and contributions to the Cedar Grove Community and the City of Shreveport.

BE IT FURTHER RESOLVED that in accordance with Resolution 156 of 2019, the dedication marker should be approximately 9 inches wide and should be placed on an existing standard or street sign if the placement is authorized by Traffic Engineering.

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

RESOLUTION NO. 33 OF 2022

**A RESOLUTION AUTHORIZING THE MAYOR TO PLACE
COMMEMORATIVE MARKERS DEDICATING THE
SOUTHERN HILLS PARK AND COMMUNITY CENTER
WALKING TRIAL IN HONOR OF FORMER CITY
COUNCILMAN JAMES FLURRY AND OTHERWISE
PROVIDING WITH RESPECT THERETO**

BY: COUNCILMAN ALAN JACKSON, JR.

WHEREAS, James Flurry, a lifelong resident of Southern Hills, served nearly 8 years of distinguished service as the District E City of Shreveport Councilman until he resigned on November 15, 2021; and

WHEREAS, James Flurry served with integrity, dedication, and commitment—traits which in every instance impelled him to seek to do the “right thing” in the service of the people of District E, the City of Shreveport and Caddo Parish; and

WHEREAS, James Flurry’s sense of fairness and commitment to community helped him to serve for nearly 20 years in elected public service, including 12 years as a Justice of the Peace in Caddo Parish, Commissioner in Charge with the Caddo Parish Clerk of Court and Auxiliary Officer with the Shreveport Police Department; and

WHEREAS, James Flurry’s dedication and service to the City of Shreveport and especially to District E should be celebrated and remembered.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor, on behalf of the Shreveport City Council is authorized to place commemorative markers dedicating the Southern Hills Park and Community Center walking trial in honor of former City Councilman James Flurry.

BE IT FURTHER RESOLVED that the City Council thanks James Flurry for his many years of dedicated service as a public servant in the City of Shreveport and Caddo Parish.

BE IT FURTHER RESOLVED that this resolution shall be signed by each member of the City Council and executed in duplicate originals with one original presented to James Flurry and the other resolution filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

James Green
Council District F

Tabatha Taylor
Council District A

LeVette Fuller
Council District B

John Nickelson
Council District C

Grayson Boucher
Council District D

Alan Jackson, Jr
Council District E

Jerry Bowman, Jr.
Council District G

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ASEANA FOUNDATION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	March 1, 2022	SPAR <u>SPONSOR</u> SPAR

PURPOSE

To authorize the execution of a Cooperative Endeavor Agreement with the Aseana Foundation, relative to the City's co-sponsorship and participation in their annual Spring and Fall Festivals.

BACKGROUND INFORMATION

For the 14th year, the Aseana Foundation will produce a Spring and Fall Festival in the Asian Gardens located at 800 Milam Street in downtown Shreveport. The Asian Gardens are a celebration of a variety of Asian countries with sculptures, plants, trees, and art that reflect the diversity of each nation represented. The funding for all the plant materials and sculptures as well as most of the labor to install and maintain the gardens are donated to the City of Shreveport by the members of the Aseana Foundation. This public/private partnership is a wonderful example of organizations working together towards a common goal. The festivals that the Aseana Foundation produces feature a specific Asian country or region each time and focus on their music, dance, food, art, and customs. These festivals draw thousands and are free for the public to attend. The assistance given by the City will help solidify funding for a successful event as it continues to grow and positively impact the community.

FINANCES

The estimated cost of this resolution is approximately **\$10,741.80 for both events**

Equipment: \$7,079.00 (for both annual events)

70 8' tables @ \$11.00 each = \$770.00,
450 chairs @ \$1.50 each = \$675.00,
20 garbage cans @ \$10.00 each = \$200.00,
30 barricades @ \$22 each = \$660.00,
Rental of Portalets (\$199x3) & handwashing station (\$150) = \$747.00,
Rental of a 10x10 tent with blocks and sides and labor = \$487.50,
(TOTAL PER EVENT = \$3,539.50)

Staffing: \$3,662.81 (for both annual events)

SPAR:

1 electrician @ \$34.23 per hour x 13 hours = \$444.95

1 staff member x 13 hours = \$280.80

+ 5 staff members x 9 hours = \$1,105.65

TOTAL PER EVENT = \$1,831.40

TIMETABLE

Introduction - March 8, 2022

Final Passage- March 22, 2002

SPECIAL PROCEDURAL REQUIREMENTS

None

DISCUSSION

None

ALTERNATIVES

1. Adopt the resolution as presented.
2. Amend the resolution.
3. Deny the resolution.

CONCLUSION

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle
SPAR

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ASEANA FOUNDATION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the Aseana Foundation, a duly organized not-for-profit organization, together with the City of Shreveport will host the 14th Annual Spring and Fall Festivals at the City of Shreveport's Asian Gardens located at 800 Milam Street in downtown Shreveport on May 14th and in October 2022; and

WHEREAS, the two (2) festivals will provide an opportunity for citizens of the City of Shreveport and surrounding areas to enjoy free quality of life events and programs that promote the unique music, art, and culinary offerings of a different Asian country at each festival; and

WHEREAS, the event will bring visitors to the park from around the region and will celebrate the diverse, rich culture of various Asian countries; and

WHEREAS, persons residing in and around Shreveport are the primary beneficiaries of the efforts made by the Aseana Foundation during the Annual Spring and Fall Festivals; and

WHEREAS, the programs and efforts of the Aseana Foundation provides a benefit to the public and serves a public purpose; and

WHEREAS, the City of Shreveport will serve as the co-sponsor of the 2022 & 2023 Spring and Fall Festivals.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor is authorized to execute a Cooperative Endeavor Agreement with the Aseana Foundation, substantially in accordance 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 resolution or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Shreveport, Louisiana, herein represented by its Mayor, Adrian Perkins, who is duly authorized to act herein, and hereinafter referred to as the **CITY**, and the Aseana Foundation, a duly organized not-for-profit organization herein represented by Mary Grace de Joya-Vea, its President, who is duly authorized to act herein and hereinafter referred to as **CONTRACTOR**.

WITNESSETH

WHEREAS, **CITY** desires to promote free cultural arts activities which serve to benefit the entire community; and

WHEREAS, **CITY** desires to participate with **CONTRACTOR** in the sponsorship of the 2022 & 2023 Spring and Fall Festivals, to be held on agreed upon dates with the Event Task Force, hereinafter referred to as “the Aseana Foundation’s Spring and Fall Festivals,” and

WHEREAS, the Aseana Foundation’s Spring and Fall Festivals will be held at the Asian Gardens in downtown Shreveport; and

WHEREAS, the Aseana Foundation’s Spring and Fall Festivals will provide an opportunity for citizens of the City of Shreveport and surrounding areas to enjoy free quality of life events and programs that promote the unique music, food, art, and customs of a variety of Asian countries to the residents of northwest Louisiana and the City of Shreveport; and

WHEREAS, the event is expected to attract visitors from the surrounding region; and

WHEREAS, persons residing in and around Shreveport are the primary beneficiaries of the efforts made by this organization; and

WHEREAS, the programs and efforts of this organization provide a benefit to the public and serve a public purpose; and

WHEREAS, **CITY** will serve as co-sponsor of the Aseana Foundation’s Spring and Fall Festivals.

NOW, THEREFORE, **CITY** and **CONTRACTOR** under the following conditions set forth do mutually agree as follows:

I. SCOPE OF SERVICES

A. **CONTRACTOR** agrees to:

1. Produce and pay for the Aseana Foundation's Spring and Fall Festivals to be held on May 14th and October 2022 at the Asian Gardens in downtown Shreveport. Subsequent dates shall be agreed upon by both parties
2. Schedule all activities, programs, and services for said events.
3. Provide and compensate all security and emergency personnel as required by the Shreveport Police Department and/or the Shreveport Fire Department in accordance with the requirements established by the respective departments. The security work schedule and officers assigned to each shall be coordinated and approved by the chiefs of the respective departments or their designees.
4. Name the **CITY** as co-sponsor of the said events, including, where practical, mentioned in printed material and media releases.
5. Reimburse **CITY** for damage or loss to any City-owned property, equipment etc., resulting from **CONTRACTOR'S** use of same during the event or activity authorized by this Agreement.

B. The **CITY** agrees to:

1. Provide the use of the Asian Gardens on May 14 and October 2022, at no charge to **CONTRACTOR** for the said events and the use of those services and equipment incidental thereto.
2. Provide the necessary personnel to setup electricity and equipment as well as clean up the park during and after the event.
3. Provide existing equipment for the event.
4. Rent portalets for the event.

III. CHANGES TO SCOPE OF SERVICES

Changes in the Scope of Services may be made by mutual written consent of the parties hereto.

IV. SPECIAL PROVISIONS

A. Insurance Requirements - **CONTRACTOR** shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverage and limits of liability:

(l). Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. This policy should be endorsed to name the **CITY** as an additional insured. It is the intent of the **CITY** that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited with an annual aggregate the aggregate limitation shall not be less than \$2 Million otherwise the **CONTRACTOR** shall provide the additional coverage described below, or provide a \$1,000,000 per project aggregate applicable for the project specified in this Agreement.

(a). Commercial Umbrella Insurance to be written in a form following the underlying coverage specified in (l) above, in an amount not less than \$1,000,000 per occurrence of loss. This policy shall be endorsed to name the **CITY** as an additional insured.

(b). The CGL policy referenced in (l.) above must be endorsed to remove the liquor liability exclusion contained in the policy if the contractor intends to allow the sale or serving of alcoholic beverages at the event and if the contractor is engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages. Issuance of this endorsement should be noted in the remarks section of the certificate specified in paragraph (c.) below. As an alternative, liquor liability coverage may be provided by a separate liquor liability policy in (l.) above. This policy must be endorsed to name the **CITY** as an additional Insured.

(c). The CGL policy referred above in (l.) must be endorsed to add Host Liquor Liability if the **CONTRACTOR** will serve or sell alcoholic beverages. This requirement is applicable unless the **CONTRACTOR** is in the business of manufacturing, distributing, selling or serving alcoholic beverages.

(d). Comprehensive Auto Liability Insurance in an amount not less than a combined single limit of \$500,000 per occurrence. This policy shall provide coverage for all "owned", "non-owned" and "hired" vehicles. This policy should be endorsed to name the **CITY** as an additional insured.

(e). Worker's Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain a Broad Form All States Endorsement. When required by the **CITY**, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage.

2. All coverage provided for in this section shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A. M. Best Company rating of B+VII or better. The **CITY** reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

3. Proof that such insurance coverage exists shall be furnished to the **CITY** by means of a Certificate of Insurance form provided by the **CITY** before any part of the service specified by this Agreement are commenced. The said Certificate shall name the **CITY** as an additional insured as indicated in this section and include a provision that in case of cancellation or any material change in the coverage stated above the **CITY** shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for non-payment of premium. **CONTRACTOR** shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the **CITY** with copies of such Certificates of Insurance.

4. **CONTRACTOR** and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against **CITY**, its officers, agents or employees and its insurance companies.

5. **CONTRACTOR** shall defend suits brought upon such claim and pay all costs and expenses incidental thereto. **CITY** shall have the right, at its own expense, to participate in the defense of any suit, without relieving the **CONTRACTOR** of any obligation hereunder.

6. **CONTRACTOR** shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of and **CONTRACTOR**'s performance of the Agreement. **CONTRACTOR** shall indemnify the **CITY** for fines, penalties and corrective measures that result from the acts of commission or omission of the **CONTRACTOR**, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

7. **CITY** will give **CONTRACTOR** prompt notice in writing of the institution of any suit proceeding and permit **CONTRACTOR** to defend same, and will give all needed information, assistance, and authority to enable **CONTRACTOR** to do so. **CONTRACTOR** shall similarly give **CITY** immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. **CONTRACTOR** shall furnish immediately to **CITY** copies of all pertinent papers received by **CONTRACTOR**.

8. If any part of the services specified by this Agreement are sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their

operations, and evidence of such insurance, satisfactory to **CITY**, shall be furnished to **CITY** by **CONTRACTOR**.

9. The payment of any deductible specified by such insurance policies shall be the responsibility of **CONTRACTOR** and will be paid solely by **CONTRACTOR**. If any of the insurance policies referred to above do not have flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the **CONTRACTOR** for premium payment and has no right to recover premium payment from the **CITY**.

B. Term - The Initial Term of this Agreement shall commence upon execution of this Agreement by all parties and shall terminate at 11:59 p.m. on December 31, 2019, unless sooner terminated as provided herein.

This Agreement may be extended for an additional term of one (1) year beginning January 1, 2024 and terminating at 11:59 p.m. on December 31, 2024, subject to future appropriations from the Shreveport City Council which would allow **CITY** to fulfill its obligations and commitments under this Agreement and the mutual written consent of **CITY** and **CONTRACTOR**.

C. Use of Proceeds - All funds realized by the event are to be retained by the **CONTRACTOR** to satisfy any current or future fiscal obligations relative to the production of each year's event and future events.

D. At such time and in such form as the **CITY** may require, **CONTRACTOR** agrees to furnish to **CITY** such statements, records, reports, data and information, as **CITY** may request pertaining to matters covered by this Agreement. At any time and as often as **CITY** deems necessary, there shall be made available to **CITY** for examination and audit all of its records with respect to all matters covered by this contract. **CONTRACTOR** will also provide the **CITY** with a copy of its annual audit within thirty (30) days of the receipt of the audit report.

E. **CONTRACTOR** agrees that if alcoholic beverages are sold by **CONTRACTOR** during the event, **CONTRACTOR** agrees to secure all required licenses and permits as required by local or state law and to restrict the sell of these alcoholic beverages to low alcohol content beer. **CONTRACTOR** further agrees that sales of alcoholic beverages shall conclude no later than 12:00a.m. on each day of the event.

V. MISCELLANEOUS PROVISIONS

A. **The CONTRACTOR** shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the **CITY**.

B. The **CONTRACTOR** shall maintain financial records pertaining to all matters relative to this contract in accordance with generally accepted accounting principles and procedures. The **CONTRACTOR** shall retain all of its records and supporting documentation applicable to this contract with the City for a period of three (3) years, except as follows:

1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.

2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of the City. In the event the **CONTRACTOR** goes out of existence, it shall turn over to the City all of its records relating to this contract to be retained by the City for the required period.

C. **RIGHT TO AUDIT**

1. **CONTRACTOR** agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three (3) years, except that records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

2. **CONTRACTOR** agrees to permit **CITY** or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information that the **CITY** desires concerning **CONTRACTOR'S** operation hereunder. The **CITY** shall provide written notice prior to the execution of the provision. If the **CONTRACTOR** or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, **CONTRACTOR** agrees to deliver the records or have the records delivered to the **CITY'S** designated representative at an address designated by the **CITY** within the City of Shreveport. If the **CITY'S** designated representative finds that the records delivered by **CONTRACTOR** are incomplete, **CONTRACTOR** agrees to pay the **CITY'S** representative's costs to travel to **CONTRACTOR'S** office to audit or retrieve the complete records.

D. The **CONTRACTOR** shall obtain and maintain at his/her expense all required licenses and permits, and shall observe and comply with all federal, state, and local laws and ordinances, rules and regulations. If applicable, **CONTRACTOR** agrees and obligates them to provide the **CITY** with evidence of a current occupational license prior to the execution of this agreement. If at any time during the term of this Agreement the **CONTRACTOR** suffers the removal of any license, permit, tax stamp, or like item due to default under the terms of such license, permit, tax stamp, or like item the **CITY** shall have the right to terminate this Agreement immediately without recourse by the **CONTRACTOR**.

E. Each party shall at all times keep the property of the other free of liens, attachment, encumbrances or claims.

F. The **CONTRACTOR** agrees that if any execution or legal process be levied upon its interest in this Agreement, or if any valid liens or privileges be filed against its interest, or if any petition in bankruptcy be filed against it, or if it is adjudicated bankrupt in involuntary proceedings, the **CITY** shall have the right at its option to immediately cancel and terminate this Agreement.

G. It is expressly understood that failure or delay on the part of either party hereto in the performance, in whole or part, of the terms of this Agreement, if such failure is attributable to acts of God, fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other cause beyond the control of either party hereto, shall not constitute a breach hereof nor a default hereunder.

H. The parties hereto stipulate that the venue of any possible litigation arising under this Agreement shall be in the First Judicial Caddo District Court, Caddo Parish, and Louisiana.

I. The **CONTRACTOR** undertakes, agrees and does hereby indemnify, defend and hold **CITY**, its officers, agents and employees harmless against any and all claims, demands, suits, damages and expenses (including reasonable attorney's fees for the defense thereof) arising from personal injuries or death to any person arising out of **CONTRACTOR's** performance of this Agreement. Notwithstanding the foregoing, **CONTRACTOR** does not, by this indemnification and hold harmless clause, indemnify or hold **CITY** harmless against damages, personal injury or death occasioned to any person as a result of (i) the negligence, misconduct, act or omission of **CITY**, its agents or employees, or (ii) the breach of any provision of the Agreement or acts or occurrences outside the scope of **CONTRACTOR's** authority under this Agreement by **CITY**, its agents or employees.

J. Nothing hereinabove or elsewhere in this Agreement shall in any manner makes the **CONTRACTOR** an employee of the **CITY** nor creates a partnership between the **CONTRACTOR** and the **CITY**.

K. In all hiring or employment made possible by or resulting from this Agreement there; 1) will not be any discrimination against any employee or applicant because of race, color, religion, sex, national origin, handicap, age, or veteran status, and 2) where applicable, affirmative action will be taken to ensure that the **CONTRACTOR's** employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age or veteran status. This Agreement shall apply but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regarding the race, color, religion, sex, or national origin, handicap or veteran status.

L. The **CONTRACTOR** herein expressly agrees and acknowledges that it is an independent contractor as defined in the Revised Statutes of the State of Louisiana and as such it is expressly agreed and understood between the parties hereto, that in entering into this Agreement, that City shall not be liable to the **CONTRACTOR** for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further under the provisions of R.S. 23:1034, anyone employed by the **CONTRACTOR** shall not be considered an employee of the City for purposes of Workmen's Compensation Coverage.

M. The **CONTRACTOR** herein expressly declares and acknowledges that it is an independent contractor, and as such it is expressly declared and understood between the parties hereto that: a) the **CONTRACTOR** has been and will be free from any control of direction by the City, over the performance of services covered by this Agreement; b) the service(s) to be rendered by the **CONTRACTOR** are outside the normal scope of the City's usual business; and c) neither the **CONTRACTOR** nor anyone employed by the **CONTRACTOR** shall be considered an employee of City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. Notice - Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to CITY or CONTRACTOR, as the case may be, at the address for such party as provided below or at such changed address as may be subsequently submitted by written notice of either party:

If to **CITY**: City of Shreveport
Department of Public Assembly and
Recreation
505 Travis Street, Suite 550
Shreveport, Louisiana 71101
Attn: Director

If to **CONTRACTOR**: Aseana Foundation
10725 Longfellow Trace
Shreveport, LA 71106
Attn: Mary Grace de Joya-Vea

O. It is expressly agreed and understood between the parties hereto that the **CONTRACTOR** nor any of its agents shall receive any sick or annual leave from City.

P. None of the funds, materials, property or services provided directly or indirectly under the terms of this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

Q. No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

R. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, successors and assigns.

S. This Agreement shall be reasonable construed and substantial compliance with its terms, conditions and obligations are hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required, the same shall not be unreasonable or arbitrarily withheld.

T. If any provision or item of this Agreement is held invalid, such invalidity shall not effect other provisions or items of this Agreement which can be given effect without the invalid provisions and to this end the Agreement is hereby declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six (6) counterparts on the day and date first above written.

WITNESSES

CITY OF SHREVEPORT

BY: _____
Adrian Perkins, Mayor

WITNESSES

Aseana Foundation

BY: _____
Mary Grace de Joya-Vea, President

FACT SHEET

<u>Title</u>	<u>Date</u>	<u>Originating Department</u>
A RESOLUTION AUTHORIZING THE USE OF CERTAIN EQUIPMENT BY THE NORTH SHREVEPORT BUSINESS ASSOCIATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	March 1, 2022	SPAR
		<u>Council District</u> A
		<u>Sponsor</u>

Purpose

To authorize the use of tables, chairs and other equipment by the North Shreveport Business Association for their Annual Crawfish Boil Fundraiser on May 5, 2022 and the Heroes Barbeque Cook-Off on October 27 and 28, 2022.

Background Information

North Shreveport Business Association is hosting the 2022 Crawfish Boil Fundraiser on May 5, 2022 and the Annual Heroes Barbeque Cook-Off. This will be the fifteenth year the City of Shreveport has supported this event by providing the use of the City-owned tables, chairs and other equipment. This annual event draws over 500 attendees. The proceeds from the event will benefit the Fire, Police and Sheriff Departments' special projects. North Shreveport Business Association is a nonprofit 501(c) 3 organization.

Timetable

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

Special Procedural Requirements

None

Finances

Value of Equipment: **\$1737.50**
75 (8') tables @ \$9.90 each = \$742.50, 450 chairs @ \$1.50 each = \$675.00, staging @ \$320.00

Discussion

None

Alternatives

1. Adopt the resolution as submitted.
2. Amend the resolution.
3. Deny the resolution.

Conclusion

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY:

Shelly Ragle,
Director, SPAR

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE USE OF CERTAIN EQUIPMENT BY THE NORTH SHREVEPORT BUSINESS ASSOCIATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City desires to participate in programs which directly benefit the citizens of the City by participating in wholesome activities which serve to benefit the entire community; and

WHEREAS, the North Shreveport Business Association, desires to provide an event and fundraising support to the community by hosting the Annual Crawfish Boil Fundraiser and the Heroes Barbeque Cook-Off in Shreveport; and

WHEREAS, North Shreveport Business Association has requested the use of certain city owned equipment during the event; and

WHEREAS, the program sponsored by the North Shreveport Business Association serves as a benefit to Shreveport Fire Department, Shreveport Police Department and the Caddo Parish Sherriff's Department which serves a public benefit and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, that the use of certain city-owned equipment by the North Shreveport Business Association is hereby approved.

BE IT FURTHER RESOLVED that the use of the equipment by the North Shreveport Business Association is conditioned upon the execution of an indemnity and hold harmless agreement by the North Shreveport Business Association in favor of the City of Shreveport in a form acceptable to the Office of the City Attorney.

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

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE USE OF CERTAIN EQUIPMENT BY THE SHREVEPORT-BOSSIER SPORTS COMMISSION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	March 1, 2022	SPAR <u>SPONSOR</u> SPAR

PURPOSE

To authorize the use of city-owned equipment (barricades) by the Shreveport-Bossier Sports Commission, relative to the City's co-sponsorship and participation in the 2022 Red River Balloon Rally.

BACKGROUND INFORMATION

The Red River Balloon Rally is in its 6th year and will be held on June 24-25, 2022 at Brookshire's Grocery Arena. Previous years have brought thousands of participants and received raved reviews by the community. This event enhances the quality of life for residents of Shreveport and showcases our entire city to thousands of visitors across the region. The assistance given by the City will help ensure public safety and solidify funding for a successful event as it continues to grow and positively impact the community.

FINANCES

The estimated value of this resolution is approximately **\$7,700.00**

350 barricades @ \$22.00 each = \$7,700.00

TIMETABLE

Introduction - March 8, 2022
Final Passage- March 22, 2022

SPECIAL PROCEDURAL REQUIREMENTS

None

DISCUSSION

None

ALERNATIVES

1. Adopt the resolution as presented.
2. Amend the resolution.
3. Deny the resolution.

CONCLUSION

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle
SPAR

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE USE OF CERTAIN EQUIPMENT BY THE SHREVEPORT-BOSSIER SPORTS COMMISSION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the Shreveport-Bossier Sports Commission, a duly organized public entity, will host the 6th Annual Red River Balloon Rally on June 24-25, 2022; and

WHEREAS, the event will provide an opportunity for citizens of the City of Shreveport and surrounding areas to enjoy free quality of life events and programs that promote the unique experience of seeing hot air balloons up close while enjoying music, food and community spirit; and

WHEREAS, the event will bring visitors to our communities from around the region to enjoy the event while showcasing our beautiful cities; and

WHEREAS, persons residing in and around Shreveport are the primary beneficiaries of the efforts made by the Shreveport-Bossier Sports Commission during the Red River Balloon Rally; and

WHEREAS, the programs and efforts of Shreveport-Bossier Sports Commission provides a benefit to the public and serves a public purpose; and

WHEREAS, the City of Shreveport will be named as a sponsor of the 2022 Red River Balloon Rally.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the use of certain city-owned equipment on June 24-25, 2022 during the Red River Balloon Rally is hereby approved.

BE IT FURTHER RESOLVED that the use of the equipment by the Shreveport Bossier Sports Commission is conditioned upon the execution of an indemnity and hold harmless agreement by the Shreveport Bossier Sports Commission in favor of the City of Shreveport in a form acceptable to the Office of the City Attorney.

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

BE IT FURTHER RESOLVED, that all resolution 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> A resolution amending the eligibility requirements for the Department of Water and Sewerage Shreveport Water Assistance Program (SWAP) and to otherwise provide with respect thereto.	<u>DATE</u> February 23, 2022	<u>ORIGINATING DEPARTMENT</u> N/A
		<u>CITY COUNCIL DISTRICT</u> City-wide
		<u>SPONSOR</u>

PURPOSE
The purpose of this resolution is to revise the current eligibility requirements for SWAP.

BACKGROUND INFORMATION
SWAP is an assistance program funded by the Water and Sewerage Department. The program is designed to aid eligible Shreveport Citizens with their residential Water and Sewerage bills. Shreveport Citizens apply through our community partners for help on their past due balances. The revised eligibility requirements will provide more assistance to households in Shreveport.

<u>TIMETABLE</u> Introduction: March 8, 2022 Final Passage: March 22, 2022	<u>ATTACHMENTS</u> Current Eligibility Requirements Proposed Eligibility Requirements
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SPECIAL PROCEDURAL REQUIREMENTS
None

<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
Adopt the resolution

FACT SHEET PREPARED BY: Annette Cash, Interim ACAO

RESOLUTION NO. _____ OF 2022

A RESOLUTION AMENDING THE ELIGIBILITY REQUIREMENTS FOR THE DEPARTMENT OF WATER AND SEWERAGE SHREVEPORT WATER ASSISTANCE PROGRAM (SWAP) AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, it is recommended that the Current Eligibility Requirements for SWAP, attached hereto as Exhibit A be adjusted to and replaced with the Revised SWAP Eligibility Requirements, attached hereto as Exhibit B; and

WHEREAS, the revised eligibility requirements for SWAP will provide assistance to more households within the City of Shreveport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that the Revised SWAP Eligibility Requirements be approved, and become effective April 1, 2022; and

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

BE IT FURTHER RESOLVED that all ordinances, 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 Ordinance Section 94-169(C).

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

CURRENT SHREVEPORT WATER ASSISTANCE PROGRAM (Exhibit A)

In May 2001, the City established the Shreveport Water Assistance Program (SWAP). This program is designed to aid and assist eligible households with water and sewer bill payments.

Once the eligibility criteria have been reviewed and approved by the agency, the applicant may request assistance for the payment of water and sewer bills at their place of residence as follows:

ELEGIBILITY

- Applicants may receive assistance with their water and sewer bills twice per year. To be eligible for assistance you must provide documentation to show that you are currently on the Food Stamp Program, Family Independence Temporary Assistance Program (FITAP), Child Care Assistance Program (CCAP), Kinship Care Subsidy Program (KCSP), or is receiving Supplemental Security Income (SSI).
- Assistance shall not be granted if the applicant has an outstanding balance on any account that has been closed for over 30 days or that has been turned over to collections.
- Assistance shall not be granted if it has been determined that theft of water has occurred at the place where assistance is requested.
- If the plumbing at the service address does not meet building codes or if there are leaks resulting in extraordinarily high water and sewerage bills, repairs to the plumbing must be made before assistance is provided. Once the repairs have been made, documentation in the form of an invoice shall be provided to the Department of Water and Sewerage – Customer Service Division.

BENEFITS

- Assistance may be approved for water and sewer bills, not to exceed two (2) months of billings.
- City water and sewerage charges may be paid for approved applicants when they no longer live at the address indicated on the bill provided the applicant is obligated to pay the bill before the new service can be transferred and that the applicant's request meets the requirements above.

REQUIREMENTS

- Require proper identification including driver's license or picture I.D. card or some other acceptable means of identification.
- Require written documentation from the Louisiana Department of Children and Family Services, Office of Family Support, which verifies applicant is currently on the Food Stamp Program, Family Independence Temporary Assistance Program (FITAP), Child Care Assistance Program (CCAP), Kinship Care Subsidy Program (KCSP); and/or written documentation from the Social Security Administration which verifies applicant is currently receiving Supplemental Security Income (SSI).
- To be eligible, an applicant must pay in full any outstanding returned payment(s), any existing deferred arrangement, and any unpaid fees.
- If new service has been established, the applicant is required to show proof of payment deposit within twenty-four (24) hours in order to maintain service.
- Applicant's failure to comply with proof of deposit payment will result in denial of assistance.

COMMUNITY PARTNERS

- Socialization Services
- Caddo Community Action Agency Centers

PROPOSED SHREVEPORT WATER ASSISTANCE PROGRAM (Exhibit B)

SWAP is an assistance program designed to aid eligible Shreveport Citizens with their Residential Water and Sewerage bills. Citizens may apply once per year through one of our community partners and receive help with their past due balance.

This program is for single-family residences whose household income is at or below one hundred and fifty percent (150%) of the current Federal Poverty Guidelines. Once enrolled, the program will provide protection from further delinquency actions against the water and sewer account. The applicant will receive a payment to the account of 50% of the arrears balance up to \$1000 after program requirements have been met. The applicant will be eligible for a payment agreement for up to 24 months. The applicant must sign the payment agreement and payoff the remaining account balance.

If it is determined that a leak exists at the service address and caused excessive usage, proof of repairs shall be submitted to the Department of Water and Sewerage before program enrollment consideration.

Individuals and entities shall face penalties for submitting fraudulent information and documentation to this program up to and including permanent disqualification from this program, fines, and/or prosecution.

ELIGIBILITY

- ✚ Property must be a single-family residence
- ✚ Applicant must have an active Water & Sewerage account and reside at the property.
- ✚ Applicant must have income at or below 150% of the Federal Poverty Guideline Level.

BENEFITS

- ✚ Freeze the arrears balance
- ✚ Stop account delinquency actions including disconnections and any associated additional late fees.
- ✚ Eligible for payment arrangement on remaining half of past due balance.
- ✚ Receive a payment to the account equivalent to 50% of the arrears balance up to \$1000 to be applied in two equal installments after three (3) months and six (6) months of successful adherence to the program requirements.

REQUIREMENTS

- ✚ Enroll in program through our community partner.
- ✚ Provide valid identification (ie. Driver's License, governmental issued picture ID, etc.).
- ✚ Provide income verification (ie. Federal Tax Return, recent paycheck stubs, wages and tax statements (ie W2, 1099, etc.) or other acceptable forms.
- ✚ Sign payment agreement to payoff remaining past due account balance.
- ✚ Keep account current by paying monthly current charges AND payment arrangement portion.

COMMUNITY PARTNERS

- ✚ Socialization Services
- ✚ Caddo Community Action Agency Centers
- ✚ The Salvation Army

PERSONS IN HOUSEHOLD	POVERTY GUIDELINE	150% ABOVE POVERTY GUIDELINE	MONTHLY INCOME
1	\$12,880	\$19,320	\$1,610
2	\$17,420	\$26,130	\$2,178
3	\$21,960	\$32,940	\$2,745
4	\$26,500	\$39,750	\$3,313
5	\$31,040	\$46,560	\$3,880
6	\$35,580	\$53,370	\$4,448
7	\$40,120	\$60,180	\$5,015
8	\$44,660	\$66,990	\$5,583
For each additional, add:	\$4,540	\$6,810	\$568

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

A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for Water and Sewer Pipe. Bid IFB #22-005 and to otherwise provide with respect thereto.

DATE

February 17, 2022

ORIGINATING DEPARTMENT

Purchasing Division

CITY COUNCIL DISTRICT**SPONSOR****PURPOSE**

To authorize the Purchasing Agent, or her designee, to reject all bids received for IFB-22-005.

BACKGROUND INFORMATION

On January 25, 2022, two (2) bids were received for the Water and Sewer Pipe Bid IFB #22-005. One bid was non-responsive. The designer's estimate was \$250,000.00 and the bid submitted was for \$1,753,786.09.

The Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council pursuant to Shreveport City Charter [Sec. 10.07](#). In addition, [La. R.S. 39:1605](#), authorizes the City to reject any and all bids for "*in the best interests of the city.*"

"*Best Interest*" under these facts and circumstances is authorized in [La. R.S. 39:1605](#), whereby here all bids were over the project budget.

TIMETABLE

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

ATTACHMENT(S)

NA

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:

Angela McNicoll, Senior Buyer
Purchasing Division

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA, PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR THE WATER AND SEWER PIPE IFB #22-005 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, on January 25, 2022, two (2) bids were received as a result of solicitation for Water and Sewer Pipe (IFB-22-005); and

WHEREAS, one bid was non-responsive, and

WHEREAS, the second bid of \$1,753,789.09 was over the project budget of \$250,000.00; and

WHEREAS, pursuant to Shreveport City Charter [Sec. 10.07](#), the Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council; and

WHEREAS, pursuant to Shreveport City Code [Sec. 26-269](#) the City has adopted, by reference, portions of the Louisiana Procurement Code (La. R.S. 39:1551 through 39:1755) for materials, supplies, equipment and services; and

WHEREAS, [La. R.S. 39:1605](#), authorizes the City to reject any and all bids for “*best interests of the city;*” and

WHEREAS, “*best interests*” under these facts and circumstances is authorized in [39:1605](#), whereby all bids were over the project budget; and

WHEREAS, it has been determined by the City Council and Purchasing Agent, and/or his/her designee, that such action is being taken in the best interests 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:

SECTION 1. The “whereas” clauses above are herein adopted as part of this Resolution.

SECTION 2. The Purchasing Agent, or his/her designee, is hereby authorized to reject all bid(s) received for IFB #22-005.

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

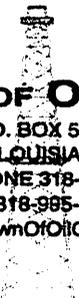
BE IT FURTHER RESOLVED that all resolutions, ordinances, or parts thereof in conflict herewith are hereby repealed.

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

JAMES T. SIMS
MAYOR
KISHA NEWSOM
TOWN CLERK
DIANE WILLIAMS
CHIEF OF POLICE
DOUGLAS DOMINICK
ATTORNEY


TOWN OF OIL CITY
P.O. BOX 520
OIL CITY, LOUISIANA 71061
TELEPHONE 318-995-6881
FAX 318-995-6633
www.TownOfOilCity.com

COUNCILMEN
MAQUILLA FRIESON
DISTRICT 1
DONNIE JACKSON
DISTRICT 2
LEVI JONES, III
DISTRICT 3
CYNTHIA BARKSCHAT
DISTRICT 4
JAMES CLIFTON, JR.
DISTRICT 5

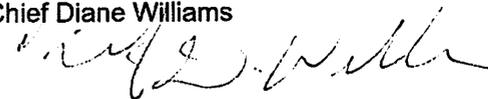
February 1, 2022

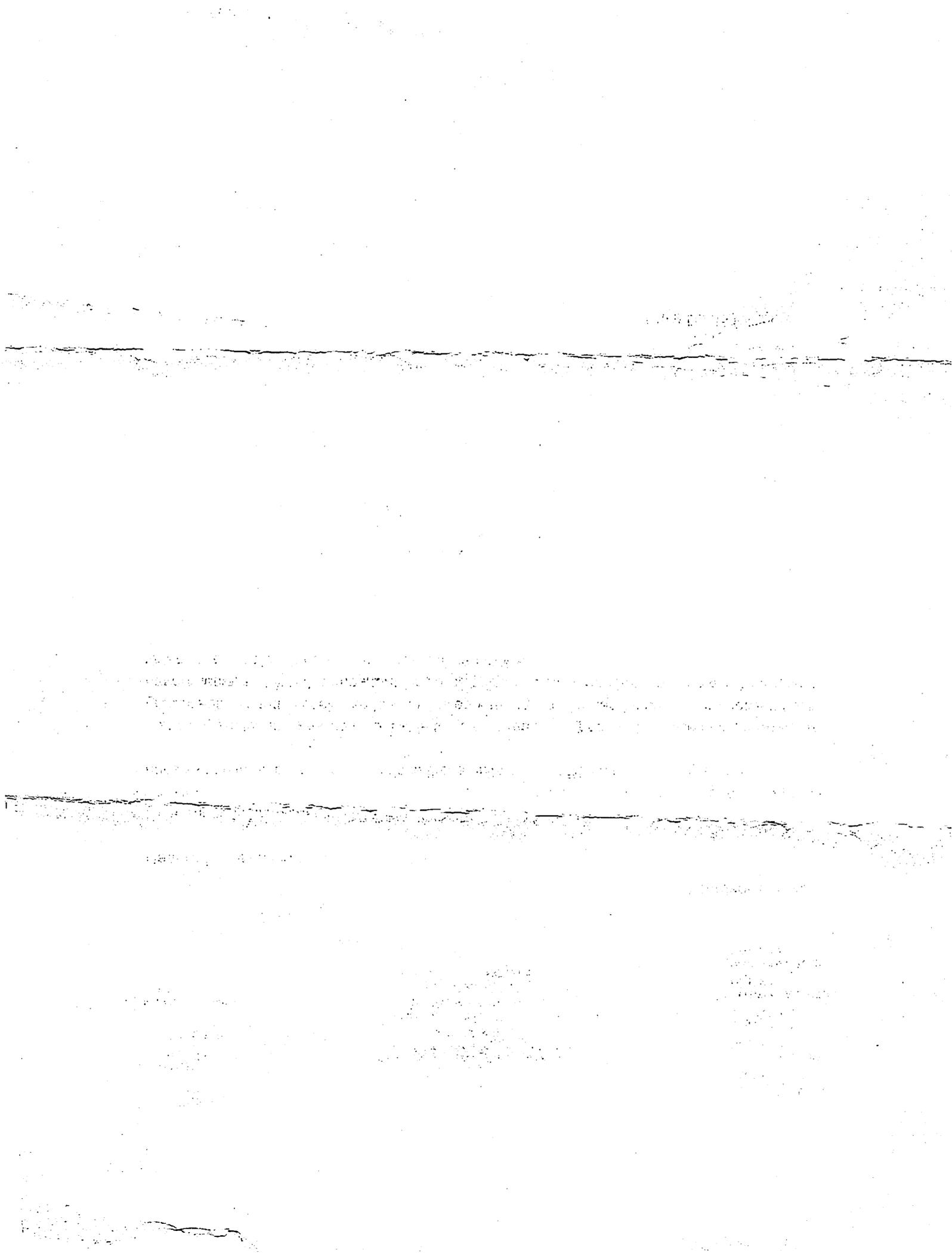
Dear Chief Dewayne Smith,

Chief Diane Williams of OIL CITY POLICE DEPT. in Oil City, LA., is writing to you requesting a donation of any police units that you are no longer using or in need of. We have been down several units as of late, and we need to replace those units so our officers can properly patrol.

If at all possible, and you are in fact able to help us reach our goal of (2) police units, it would be greatly appreciated. I would like to take this opportunity and further the connection between our departments, as I feel it is important for police officers to stick together, so if there is ever a time when we can help your department we will gladly do so.

Sincerely,
Chief Diane Williams





TITLE
A resolution authorizing the donation of surplus property, specifically motorized vehicles of the Shreveport Police Department, which are not needed for a public purpose, to a political subdivision, and otherwise providing with respect thereto.

DATE
02/21/2022

ORIGINATING DEPT./DIV.
Shreveport Police Department
SPONSOR OR COUNCILMEMBER

PURPOSE

This resolution will authorize the Shreveport Police Department to donate two police vehicles to the Town of Oil City.

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

BACKGROUND INFORMATION

The police department has vehicles that have reached the end of their service life and are considered surplus equipment set to be salvaged. The Police Chief of the Town of Oil City reached out to the police department seeking donations of Shreveport Police Department equipment scheduled to be replaced. The fleet superintendent for the Shreveport Police Department identified a 2011 Ford Crown Victoria and a 2012 Chevrolet Caprice for the Town of Oil City.

TIMETABLE

Introduction: **March 8, 2022**

Final Passage: **March 22, 2022**

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:

Antwoine White, Deputy Chief of Police

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE DONATION OF SURPLUS PROPERTY, SPECIFICALLY MOTORIZED VEHICLES OF THE SHREVEPORT POLICE DEPARTMENT, WHICH ARE NOT NEEDED FOR A PUBLIC PURPOSE, TO A POLITICAL SUBDIVISION, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY: COUNCIL MEMBER:
DISTRICT: _____

WHEREAS, the City desires to donate surplus property which is not needed for a public purpose, specifically one (1) 2011 Ford Crown Victoria and one (1) 2012 Chevrolet Caprice to the Town of Oil City which serves a public purpose and renders a public service; and

WHEREAS, although Louisiana Constitution Article 7, §14, generally prohibits loan, donation or pledge of public property, pursuant to Sub-section (E) titled “Surplus Property” the City is not prevented from donating or exchanging movable surplus property between or among other political subdivisions whose functions include public safety; and

WHEREAS, this donation under these circumstances provides for the greater public purpose and facilitates the collaborative partnerships between law enforcement agencies in Northwest Louisiana whose functions include public safety; and

WHEREAS, although Louisiana Constitution Article 7, §14, generally prohibits loan, donation or pledge of public property; under La. R.S. 33:4712 a municipality may sell, lease, exchange, or dispose of public property which is not needed for a public purpose; and

WHEREAS, Shreveport City Code Section 26-53(b) states that “public funds or property of the city shall not be donated, loaned or pledged to any person, except for public purposes”; and

WHEREAS, due to age and severe duty use, the motorized equipment described herein has reached the end of its service life for the Shreveport Police Department and is hereby deemed surplus property of the City of Shreveport and is not needed for a public purpose; and

WHEREAS, the Town of Oil City, have agreed to accept all responsibility, financial obligations and liability associated with the acceptance of this donation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due regular and legal session convened, that Mayor Adrian Perkins is hereby authorized to execute any and all documents and/or agreements between the City of Shreveport and the following public safety entities whereby the City shall

make donations, effective on March 8, 2022, as follows:

Maint #	SPD#	Make / Model	VIN	Mileage	Donate to	Estimated Value
1096	699	2011 Ford Crown Victoria	2FABP7BV7BX159744	212,339	Town of Oil City, Louisiana	\$500.00
1061	668	2012 Chevrolet Caprice	6G1MK5U300CL651737	225,717	Town of Oil City, Louisiana	\$2000.00

BE IT FURTHER RESOLVED that if any provision of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application 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

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A Resolution authorizing the Mayor to execute a Cooperative Endeavor Agreement between the City of Shreveport and the State of Louisiana Office of Community Development for the City of Shreveport Ockley Basin Storage Project and to otherwise provide with respect thereto.	February 28, 2022	Department of Public Works
		<u>COUNCIL DISTRICT</u>
		All Districts
		<u>SPONSOR</u>

PURPOSE

Per the above title, this Resolution is to receive authorization from the Shreveport City Council to execute a cooperative endeavor agreement between the City of Shreveport and the State of Louisiana Office of Community Development for the City of Shreveport Ockley Basin Storage Project.

BACKGROUND INFORMATION

The City of Shreveport's Ockley Basin Storage project will re-purpose paved areas and impervious surfaces for added flood storage at three low lying areas throughout the Ockley Drain Basin, including: 1) Mansfield Road and Texas Avenue; 2) Forest Park and 3) Avery Street and Lawhon Street. The project will include clearing, grading, and earthen work to construct flood storage areas. Control structures will also be constructed to restrict water flow and provide flood water storage. Undersized road and rail culverts will be improved. The project will require some acquisition of property rights to construct the storage areas. \$5,358,784 will be granted to the City for this project. Source of funds is CDBG Mitigation funds to be administered through the State Office of Community Development.

TIMETABLE

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

ATTACHMENTS

Cooperative Endeavor Agreement

SPECIAL PROCEDURAL REQUIREMENTS

1. To amend or reject the resolution as presented
2. To adopt this resolution as presented.

FINANCES

None

SOURCE OF FUNDS**ALTERNATIVES****RECOMMENDATION**

It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY: Stephen Terese
Public Works
Engineering

RESOLUTION NUMBER _____ OF 2022

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF
SHREVEPORT AND THE STATE OF LOUISIANA OFFICE OF COMMUNITY
DEVELOPMENT FOR THE CITY OF SHREVEPORT OCKLEY BASIN
STORAGE PROJECT AND TO OTHERWISE PROVIDE WITH RESPECT
THERETO.**

BY COUNCILMEMBER:

WHEREAS, a cooperative endeavor agreement is needed in order to proceed with a project titled City of Shreveport Ockley Basin Storage Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that Adrian Perkins, Mayor, be and is hereby authorized to execute on behalf of the City of Shreveport a cooperative endeavor agreement with the State of Louisiana Office of Community Development for the City of Shreveport Ockley Basin Storage Project.

BE IT FURTHER RESOLVED that if any provisions or items of this resolution or the application thereof are 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 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

COOPERATIVE ENDEAVOR AGREEMENT
by and between
THE STATE OF LOUISIANA

through the
OFFICE OF COMMUNITY DEVELOPMENT
And

CITY OF SHREVEPORT
CDFA 14.228
GRANT B-18-DP-22-0001
YEAR 2018

PO# _____

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into by and between the City of Shreveport (hereinafter referred to as “Grantee”) and the State of Louisiana, through the Office of Community Development (referred to as “OCD” or “State”), each represented herein by their undersigned authorized representatives. Grantee and OCD may sometimes herein be collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH That;

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For 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, OCD, on behalf of the State of Louisiana (“State”), administers the State’s Community Development Block Grant – Disaster Recovery and Mitigation/Resiliency Programs, which are subject to the federal statutes and regulations governing Community Development Block Grants (“CDBG”), as modified by exceptions and waivers previously granted and which may hereinafter be granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of Community Development Block Grant (“CDBG”) funds to the State of Louisiana for the specific purpose of mitigation activities (“CDBG Mitigation Funds”). Federal requirements for this funding were published in the Federal Register (84 FR 45838 (August 30, 2019)); and

WHEREAS, on February 20, 2020, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$570,666,243 to the Local and Regional Watershed Projects and Programs; and

WHEREAS, Grantee has the legal authority and responsibility for the rebuilding and recovery of the City of Shreveport. Recovery and rebuilding efforts of Grantee involve projects designed to provide resiliency against future flooding and other disasters; and

WHEREAS, the actions of OCD and the Grantee will meet the national objective of benefit to low- and moderate income persons.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

To increase flood resilience and assist in the enhancement of the drainage basin to reduce flooding potential.

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Mitigation Programs, shall make available to Grantee mitigation funds up to the maximum amount of five million three hundred fifty-eight thousand seven hundred eighty-four and 00/100 dollars (\$5,358,784) (the “Grant Funds”) for the purpose of funding Grantee’s activities under the Ockley Basin Storage, (The “Project”), as identified in Exhibit A to this Agreement.

B. Implementation of Agreement

Grantee’s rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing Grantee’s responsibilities in the Program in a manner satisfactory to OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of OCD’s providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto and incorporated herein as Exhibit C) executed by Grantee and made a part hereof. OCD’s providing of Grant Funds under this Agreement is specifically conditioned on Grantee’s compliance with this provision and all applicable Program and CDBG regulations, federal register notices, guidelines, and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that the sub-recipient's policies and Program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The goal of the project is to help mitigate flooding in areas during severe rainfall events. The objective of the project is to improve the flood storage throughout the drainage basin and reduce flood risk.

D. Statement of Work

1. The Project

See Exhibit A, attached hereto and made a part hereof.

2. The Budget

See Exhibit B, attached hereto and made a part hereof.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the project, if any, must be firmly committed to the project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) twelve months of the execution of this agreement.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer https://watershed.la.gov/assets/docs/CDBG-MIT-Master-AP-Approved-2_20_20.pdf, that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

6. Mitigation Plan

Grantee is responsible for ensuring that the Project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

7. Assurances

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts. Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

F. Deliverables (Due Dates to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

G. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

- A.** Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

- B.** Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.

- C. Grant Funds shall not be drawn in advance.
- D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.
- E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.
- F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence September 17, 2020 and terminate December 31, 2024 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards”, as modified by 24 CFR 570.502(a), “Applicability of uniform administrative requirements.”

B. Financial Management

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, “Records to be maintained,” that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing

Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

D. Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume

the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et. seq.*, Code of Governmental Ethics) applies to Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

D. Section 3 Compliance in Employment and Training

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless Grantee has received written approval from OCD for eligible program income activities to use the program income.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems

appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the OCD deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communications

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner

of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's Federal Tax Identification Number is 72-6001326 and DUNS # 964004381.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Executive Director
State of Louisiana Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Office: 225-219-9600
Facsimile: 225-219-9605

To the Grantee:

Adrian Perkins
Mayor
City of Shreveport
505 Travis Street, Suite 200
Shreveport, LA 71101
Adrian.perkins@shreveportla.gov
Phone: 318-673-5050

Q. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties (“Subcontractors”) for the performance of any part of Grantee’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors’ agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee’s obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

X. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____
Date _____
Name: _____
Title: _____

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION

Signed: _____
Date _____
Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA

CITY OF SHREVEPORT

Signed: _____
Date _____
Name: _____
Title: _____

EXHIBIT A

STATEMENT OF WORK

The City of Shreveport's Ockley Basin Storage project will re-purpose paved areas and impervious surfaces for added flood storage at three low lying areas throughout the Ockley Drain Basin, including: 1) Mansfield Road and Texas Avenue; 2) Forest Park and 3) Avery Street and Lawhon Street. The project will include clearing, grading, and earthen work to construct flood storage areas. Control structures will also be constructed to restrict water flow and provide flood water storage. Undersized road and rail culverts will be improved. The project will require some acquisition of property rights to construct the storage areas.

EXHIBIT B

BUDGET

Construction	\$4,411,754.00
Basic Engineering	\$500,510.10
Additional Engineering	\$246,519.90
Acquisition	\$200,000.00
	<hr/>
TOTAL	\$5,358,784

EXHIBIT C

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the “Notice”).
2. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient’s Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973,

as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.
12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of “Non-Uniform Act” acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the

property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or “100-year” floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA’s National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental

Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

- b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

Grantee

By: _____

Title: _____

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION WHEREBY THE MAYOR IS MAKING A RECOMMENDATION TO THE CITY COUNCIL FOR ITS APPROVAL REGARDING THE AMOUNT AND TYPE OF ALL 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.	March 2, 2022	Office of the Mayor <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: March 8, 2022
Final Passage: March 22, 2022

ATTACHMENTS

Exhibit A

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES

\$4,973,118.00

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: Kasey Brown, Interim CFO

RESOLUTION NO. 41 OF 2022

A RESOLUTION WHEREBY THE MAYOR IS MAKING A RECOMMENDATION TO THE CITY COUNCIL FOR ITS APPROVAL REGARDING THE AMOUNT AND TYPE OF ALL 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 all 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 all 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

City of Shreveport, LA
DRAFT Insurance Program Comparison
 April 1, 2021-22 versus April 1, 2022-23

Exposure Information			Expiring 2021-22 Program				Estimated 2022-23 Program				Estimated +/- % Change	Notes
Total Insured Values:			\$815,505,864				\$896,054,327				10%	Inflation driven by supply chain, labor costs, increased costs of materials, concerns around accurate valuations
Line of Coverage	Policy Term	Carrier	Limits	Deductible/ Retention	Premium (Incl Taxes & Fees)	Carrier	Limits	Deductible/ Retention	Estimated Premium (Incl Taxes & Fees)	+/- % Change	Notes	
1	Property Rate per \$100 Values	4/1/2021-22	Various Carriers (12+)	\$300,000,000 Blanket Limit \$50,000,000 Earth Movement \$25,000,000 Flood except \$10,000,000 SFHA Flood	\$25,000 AOP per occ \$50,000 Earth Movement \$50,000 Flood 5% or \$500,000 SFHA Flood \$25,000 Named Storm/All Other Wind/Hail except \$100,000 for Starr	\$1,582,265 \$0,194			\$2,173,184 \$0,243	37% 25%	Seeking quotes for \$200M x \$300M.	
1A	XS Porperty	--	--	--	--	Various	\$200,000,000 x \$300,000,000	Underlying Limits	\$179,210,865	--	Option for additional \$200M x \$300M per occurrence	
2	Equipment Breakdown	4/1/2021-22	Travelers	\$150,000,000 Limit	\$25,000 Deductible	\$28,500			\$37,350	10%		
3	Terrorism	4/1/2021-22	Lloyds of London	A) \$5,000,000 occ/agg Prop Damage B) \$2,500,000 Net Tax Rev Loss	A) \$5,000 ea & every occ B) 1% Ann Bud Tax Rev \$5,000 Extra Expense	\$21,683			\$23,857	10%	seeking quotes for higher limits	
4	Crisis Response	4/1/2021-22	Lloyds of London	\$2,000,000 per occ \$4,000,000 agg	5 critical injuries or deaths per insured event	\$21,468			\$22,977	7%		
5	XS Casualty General Liability Auto Liability* Law Enforcement Public Officials Employee Benefits Employment Practices Sexual Abuse Sexual Harassment	4/1/2021-22	American Alternative (Munich)	\$10,000,000 occ for all lines except \$2,000,000 Sexual Abuse \$10,000,000 aggregate	\$1,000,000/occ all lines except \$500,000 per occ / Auto*	\$847,257			\$1,042,126	23%		
6	Crime	4/1/2021-22	Travelers	\$250,000 Employee Theft per loss \$100,000 Soc Engineering \$100,000 Telecom Fraud	\$10,000 Emp Theft \$5,000 Soc Engineering \$5,000 Telecom Fraud	\$11,074			\$16,617	50%	Seeking additional limit options as \$250,000 is well below similar size entities. 10% expected if remain at current limits/deductible	
7	Pollution	4/1/2021-22	Illinois Union (Chubb)	\$1,000,000 per condition \$1,000,000 policy aggregate	\$25,000	\$37,707			\$40,346	7%		
8	Cyber	4/1/2021-22	Obsidian / Cowbell	\$1,000,000 Breach Fund Data Restoration Extortion Impersonation Contingent BI System Failure BI Cyber Crime Bricking \$500,000 Reputational Harm \$100,000 Criminal Reward	\$25,000 with 12 Hr waiting period for Reputational Harm BI, EE, System Failure	\$30,036			\$150,180	400%	Most volatile market due to # of ransomware attacks, limited markets, limited capacity	
9	Garbage Truck Fleet Physical Damage	4/1/2021-22	Hudson	Stated Value	\$5,000 Comp/ \$5,000 Coll	\$127,331			\$140,064	10%		
10	Fire Dept GL	3/31/21-22	Travelers	\$1,000,000 occ \$3,000,000 agg	\$25,000	\$322,542			\$354,796	10%		
11	Fire Dept XS Liability	3/31/21-22	Endurance/Sompo	\$5,000,000 occ \$5,000,000 agg	Excess underlying	\$220,185			\$264,222	20%	xs casualty market is seeing stressors due to nuclear verdicts, compressed markets, and lack of capacity	
12	Fire Dept AL & Portable Equipment	4/1/2021-22	VFIS/AIG	Symbol 1 \$1,000,000 CSL Blanket Portable Equipment	\$1,000 Comp \$1,000 Coll \$500 Portable Equipment	\$411,799			\$452,974	10%		
13	Airport Liability	4/1/2021-22	AIG	\$200,000,000 ea occ Hangarkeepers \$200,000,000 ea aircraft \$200,000,000 ea Loss	\$10,000 per occ Hangarkeepers \$10,000 ea aircraft	\$63,735			\$66,922	5%		
14	Airport Fire Auto & Portable Equipment	4/1/2021-22	VFIS/AIG	Symbol 7, 8, 9 \$1,000,000 \$1,000,000 UIM	\$2,000 Comp \$2,000 Coll	\$13,004			\$14,304	10%		
Totals						\$3,738,586			\$4,973,118	33%		

*Auto Liability excludes Emergency Service Organization, including Fire Departments, Ambulances, Rescue Squads and 911 Centers

Property

519007

440370

94365

34893

40817

40262

12582

35649

157485

52425

51182

25164

38484

39580

1582265

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	3/3/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilwoman Taylor

PURPOSE

To move funds from the Streets Special Revenue Fund to establish the District A Roadway Improvement Project for Thomas E Howard Drive, Aero Drive, and Willis Street.

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

TIMETABLE

Introduction: **March 08, 2022**

Final
Passage: **March 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$1,040,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilwoman Tabatha Taylor

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 Capital Project 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. 152 of 2021, the 2022 budget for the Capital Projects Fund, is hereby amended as follows:

In Program C – Streets Improvements:

Establish project entitled **District A Roadway Improvement Project for Thomas E. Howard Drive, Aero Drive, and Willis Street (C22006)**. Funding source \$1,040,000 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 152 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	3/3/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilwoman Taylor

PURPOSE

To move funds from the Streets Special Revenue Fund to establish the District A Roadway Improvements Project for Thomas E. Howard Drive, Aero Drive, and Willis Street.

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

TIMETABLE

Introduction: **March 08, 2022**

Final
Passage: **March 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$1,040,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilwoman Tabatha Taylor.

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 Streets 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 No. 170 of 2021, the 2022 budget for the Streets Special Revenue Fund, is hereby amended as follows:

In Section 2 (Appropriations):

Decrease Operating Reserves by \$1,040,000

Increase Transfer to Capital Projects by \$1,040,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 170 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	3/3/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Boucher

PURPOSE

To move funds from the Streets Special Revenue Fund to establish a project entitled Street Lights North, South, East, and West of the Intersection of Wallace Lake Road and Southern Loop.

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

TIMETABLE

Introduction: **March 08, 2022**

Final
Passage: **March 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$200,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilman Grayson Boucher

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 Capital Project 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. 152 of 2021, the 2022 budget for the Capital Projects Fund, is hereby amended as follows:

In Program G – Traffic Improvements:

Establish project entitled **Street Lights North, South, East, and West of the Intersection Of Wallace Lake Road and Southern Loop(G22002)**. Funding source \$200,000 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 152 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	3/3/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Boucher

PURPOSE

To move funds from the Streets Special Revenue Fund to establish a project entitled Street Lights North, South, East, and West of the Intersection of Wallace Lake Road and Southern Loop.

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

TIMETABLE

Introduction: **March 08, 2022**

Final
Passage: **March 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$200,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilman Grayson Boucher

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 Streets 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 No. 170 of 2021, the 2022 budget for the Streets Special Revenue Fund, is hereby amended as follows:

In Section 2 (Appropriations):

Decrease Operating Reserves by \$200,000

Increase Transfer to Capital Projects by \$200,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 170 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

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENT PROJECTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	3/08/2022	AIRPORTS
		SPONSOR OR COUNCIL MEMBER
		SAME

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 **Airfield Drainage Rehabilitation-Industrial Park at Regional Airport** Appropriating \$2,500,000.00. Funding source is 100% Louisiana Department of Transportation and Development Aviation Division. PROJECT SCOPE: Design and construction phases of a project to prevent surface run-off from the airport flooding airport access roads.

II. Establish a project entitled **Terminal Construction at Downtown Airport**. Appropriating \$5,000,000.00. Funding source is 100% Federal Aviation Administration-Bipartisan Infrastructure funds. PROJECT SCOPE: Design and construction phases of a project for a new terminal at Downtown Airport.

III. Provide additional funding for a project entitled **Airfield Lighting Rehabilitation-Phase III at Regional Airport (H20004)**. This project was established by Ordinance No. 140 of 2019. This amendment appropriates an additional \$500,000.00 due to added requirements. Funding source is 90% Federal Aviation Administration and 10% Louisiana Department of Transportation and Development Aviation Division.

TIMETABLE

Introduction: **March 8, 2022**

Final Passage: **March 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

Airfield Drainage Rehab-Industrial Park SHV
\$2,500,000.00

Terminal Construction DTN \$5,000,000.00

Airfield Lighting Rehab SHV (H20004)
\$500,000.00

SOURCE OF FUNDS

FEDERAL AVIATION ADMINISTRATION
AND LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT

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 IMPROVEMENT PROJECTS 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 **Airfield Drainage Rehabilitation-Industrial Park Regional Airport** appropriating \$2,500,000.00. Funding source is 100% Louisiana Department of Transportation and Development-Aviation Division.

Establish a project entitled **Terminal Construction Downtown Airport** appropriating \$5,000,000.00. Funding source is 100% Federal Aviation Administration.

Increase the appropriation for **Airfield Lighting Rehabilitation-Phase III (H20004)** by \$500,000.00. Funding source is 100% 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

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	03/01/2022	COMMUNITY DEVELOPMENT/ADMINISTRATION SPONSOR OR COUNCIL MEMBER

PURPOSE

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

All**BACKGROUND INFORMATION**

This ordinance reappropriate monies previously allocated to Community Development Special Revenue Fund 2021. The purposes of these funds are slated for fiscal and economic assessment of city infrastructure, as well as the City's Special Program fund which was established to enhance the quality of life for the City of Shreveport's citizens. Special Program funds are provided to non-profit organizations within the City of Shreveport for projects which aid and benefit the surrounding community.

TIMETABLE

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

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

\$275,000.00

SOURCE OF FUNDS

General Fund, Riverfront Development

CONCLUSION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY:**Thea R. Scott, Department of 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: 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>	
General Fund CY 2021	\$ 255,000.00
Riverfront Development	20,000.00
Grand Total	\$275,000.00

In Section 2. (Appropriations):

<u>Fiscal Year 2021 Funds:</u>	
General Fund CY 2021	
Community Development Admin	\$ 255,000.00
Riverfront Development	
Community Development Admin	20,000.00
Grand Total	\$275,000.00

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

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> Administration/Finance <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u> COUNCIL MEMBERS JAMES GREEN, GRAYSON BOUCHER, AND TABATHA TAYLOR
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PURPOSE
To amend the 2022 General Fund Budget.

The purpose of this ordinance is to provide financial support to the North Louisiana Criminalistics Laboratory in the amount of \$400,000. The support is necessary due to the agency experiencing major decreases in operating revenue generated from court cost, fines, and fees. This investment is a continuing effort in working toward a safer Shreveport.

<u>TIMETABLE</u> Introduction: March 8, 2022 Final Passage: March 22, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCE</u> \$ 400,000	<u>SOURCE OF FUNDS</u> General Fund Operating Reserves
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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

Decrease Operating Reserves by \$400,000

Increase Other Charges by \$400,000

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**

<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> Administration/Finance <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u>
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PURPOSE
To amend the 2022 General Fund Budget.

BACKGROUND INFORMATION
This ordinance will increase Transfer to Community Development Special Revenue Fund by 255,000. These funds are a reappropriation from 2021 that were not expended, and funds will be utilized for projects that benefit the City of Shreveport and its citizens.

<u>TIMETABLE</u> Introduction: March 8, 2022 Final Passage: March 22, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCES</u> 255,000	<u>SOURCE OF FUNDS</u> General Fund Operating Reserves
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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 Annette Cash, Interim ACAO
BY:

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

Decrease Operating Reserves by \$255,000

Increase Transfer to Other Funds by \$255,000

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**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
AN ORDINANCE AMENDING THE 2022 RIVERFRONT-DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	3/2/2022	Administration/Finance
		<u>COUNCIL DISTRICT</u>
		All
		<u>SPONSOR</u>

PURPOSE

To amend the 2022 Riverfront Development Special Revenue Fund Budget.

BACKGROUND INFORMATION

This ordinance will increase Transfer to Community Development Special Revenue Fund by 20,000. These funds are a reappropriation from 2021 that were not expended, and funds will be utilized to hire a consultant to study the MLK area for economic development.

TIMETABLE

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

ATTACHMENT(S)

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

\$20,000

SOURCE OF FUNDS

Riverfront Operating Reserves

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 resolution

FACT SHEET PREPARED BY: Annette Cash,
Interim ACAO

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 RIVERFRONT-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 Riverfront 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 153 of 2021, the 2022 Riverfront Development Special Revenue Fund Budget is hereby amended as follows:

In Section 1. (Receipts):

In Section 2. (Appropriations):

Increase Transfer to Other Funds by \$20,000

Decrease Operating Reserves by \$20,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 153 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

<p><u>TITLE</u> AN ORDINANCE AMENDING THE 2022 CAPITAL PROJECTS FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</p>	<p><u>DATE</u> [3/1/2022]</p>	<p><u>ORIGINATING DEPARTMENT</u> SPAR</p> <p><u>COUNCIL DISTRICT</u> All</p> <p><u>SPONSOR</u></p>
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PURPOSE
 To amend the 2022 Capital Projects Fund Budget Program A and Program B.

BACKGROUND INFORMATION
 This ordinance will correct a typo contained in Ordinance 152 of 2021, establish a new project, and reallocate funds to the appropriate program. The total appropriation amount will not change. The current appropriation for Recreation Centers/Parks – Repairs & Upgrades is located in Program (A21003). This ordinance will decrease program (A21003) SPAR Maintenance Facilities – Repairs and Upgrades by \$1,000,000, establish, and reallocate funds to the correct program (B22002).

<p><u>TIMETABLE</u> Introduction: March 8, 2022 Final Passage: March 22, 2022</p>	<p><u>ATTACHMENT(S)</u></p>
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SPECIAL PROCEDURAL REQUIREMENTS
 N/A

<p><u>FINANCES</u> \$1,000,000</p>	<p><u>SOURCE OF FUNDS</u> General Fund Operating Reserves- American Rescue Plan Revenue</p>
--	--

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: Shelly Ragle, SPAR Director

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 CAPITAL PROJECTS FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY COUNCILMEMBER:

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 Capital Projects Fund Budget.

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 Capital Projects Fund Budget, is hereby amended as follows:

In Program A (Buildings & Improvements):

- Decrease the appropriation for the project entitled SPAR Maintenance & Facilities Repairs and Upgrades (A21003) by \$1,000,000.

In Program B (Recreation Improvements):

- Establish a new project entitled Recreation Centers/ Parks– Repairs & Upgrades (B22002) with an appropriation of \$1,000,000. Establish funding source of \$1,000,000 from the General Fund ARP Funding.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No.152 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 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 TO CREATE AND ESTABLISH THE INTERSECTION OF FERN LOOP AND FERN CIRCLE AS A STOP INTERSECTION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	3/2/22	Department of Public Works Traffic Engineering Div. SPONSOR OR COUNCIL MEMBER Traffic Engineering Div.

PURPOSE

To create and establish a stop intersection of Fern Loop and Fern Circle under the authority of Section 13.05 (c) of the Charter of the City of Shreveport, 1978.

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

BACKGROUND INFORMATION

This ordinance was prepared to install traffic control at this uncontrolled intersection of Fern Loop and Fern Circle. Traffic Engineering Division conducted a safety study and recommends the installation of a stop sign.

TIMETABLE

Introduction: **Mar 08, 2022**

Final Passage: **Mar 22, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

"None"

FINANCES

Cost of this ordinance for installation of signs:
40.00

SOURCE OF FUNDS

Traffic Engineering Division sign budget for cost of stop sign, pole, and installation.

CONCLUSION

Traffic Engineering Division recommends passage of this ordinance.

FACT SHEET PREPARED BY: Benny Ray Johnson
Traffic Engineer II

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE TO CREATE AND ESTABLISH THE
INTERSECTION OF FERN LOOP AND FERN CIRCLE
AS A STOP INTERSECTION, AND TO OTHERWISE
PROVIDE WITH RESPECT THERETO.**

BY:

BE IT ORDAINED by the City Council of the City of Shreveport in legal and regular session convened to create and establish the intersection of Fern Loop and Fern Circle as a stop intersection. Fern Circle shall stop at Fern Loop.

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

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

APPROVED AS TO LEGAL FORM :

CITY ATTORNEY'S OFFICE

Catalytic Converter Theft Information

2020 Police Districts

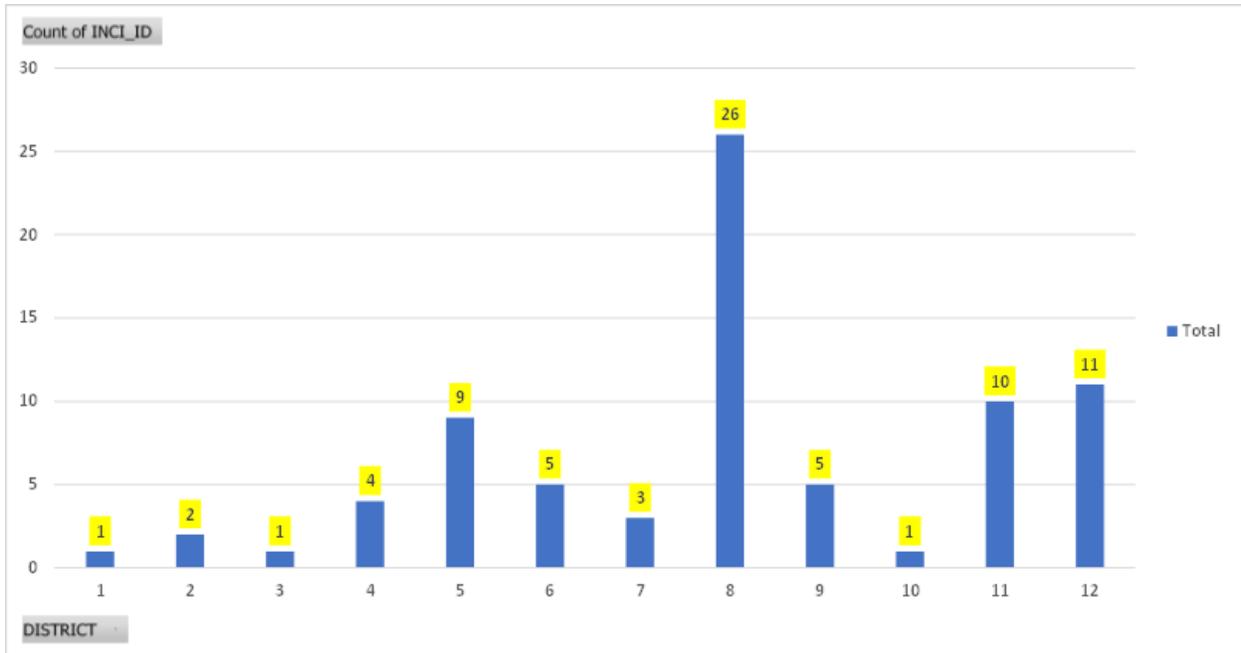


Figure 1, Reported Offenses of Catalytic Converter Thefts in 2020 by Police District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

2021 Police Districts

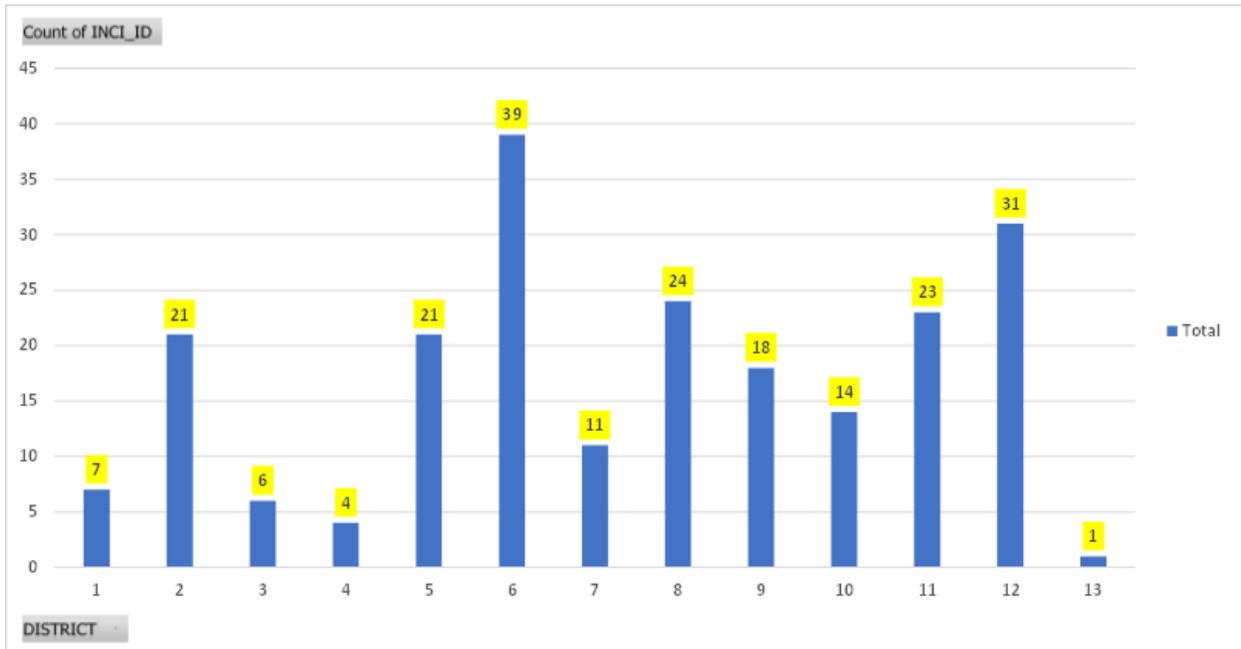


Figure 2, Reported Offenses of Catalytic Converter Thefts in 2021 by Police District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

2022 Police Districts

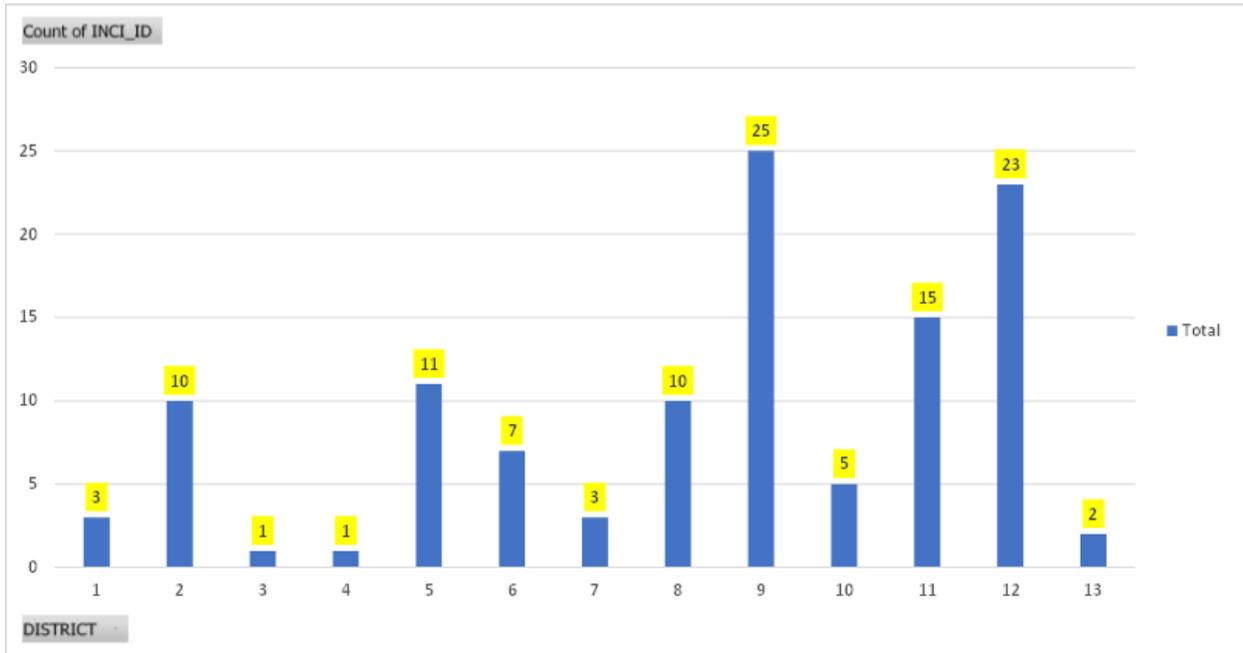


Figure 3, Reported Offenses of Catalytic Converter Thefts in 2022 by Police District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Council Districts 2020

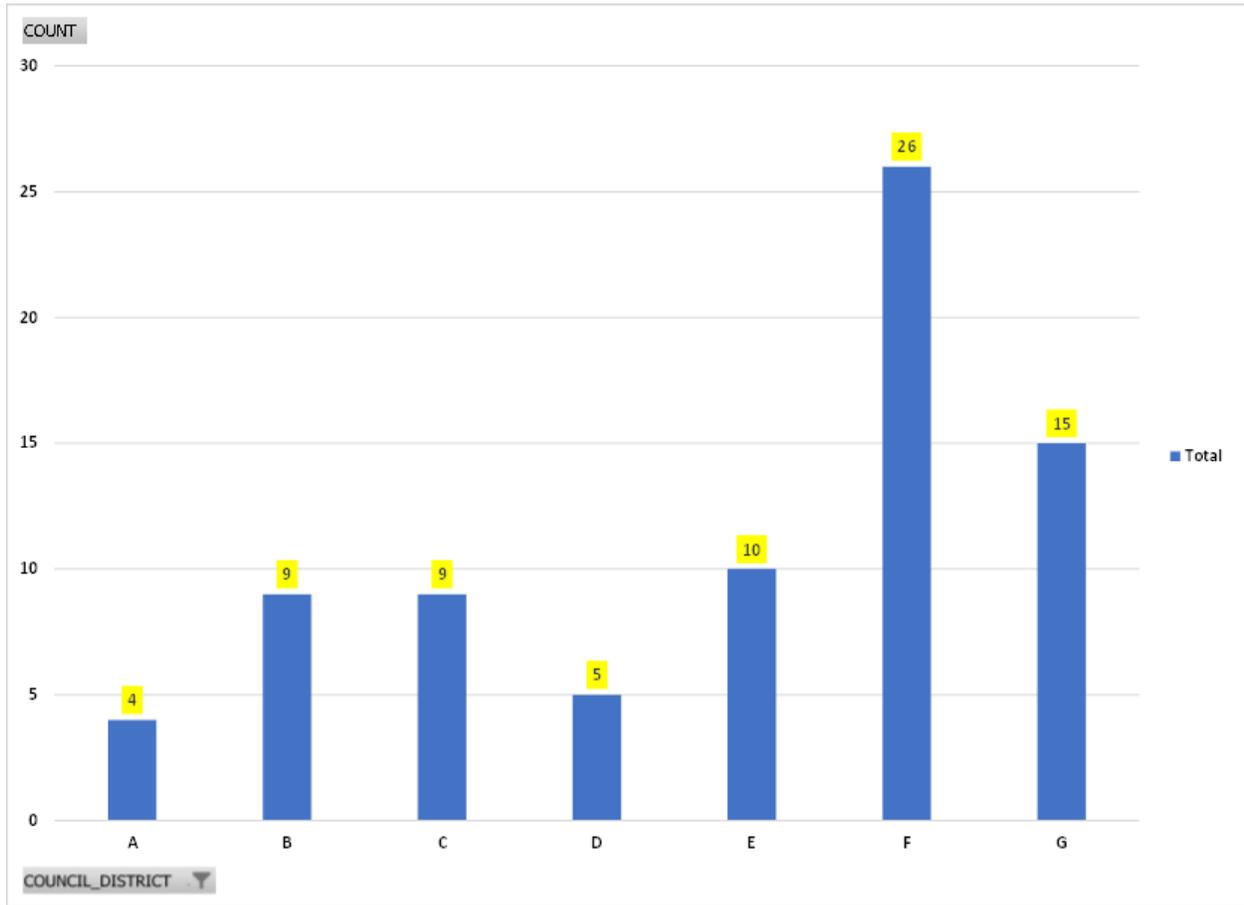


Figure 4, Reported Offenses of Catalytic Converter Thefts in 2020 by Council District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Council Districts 2021

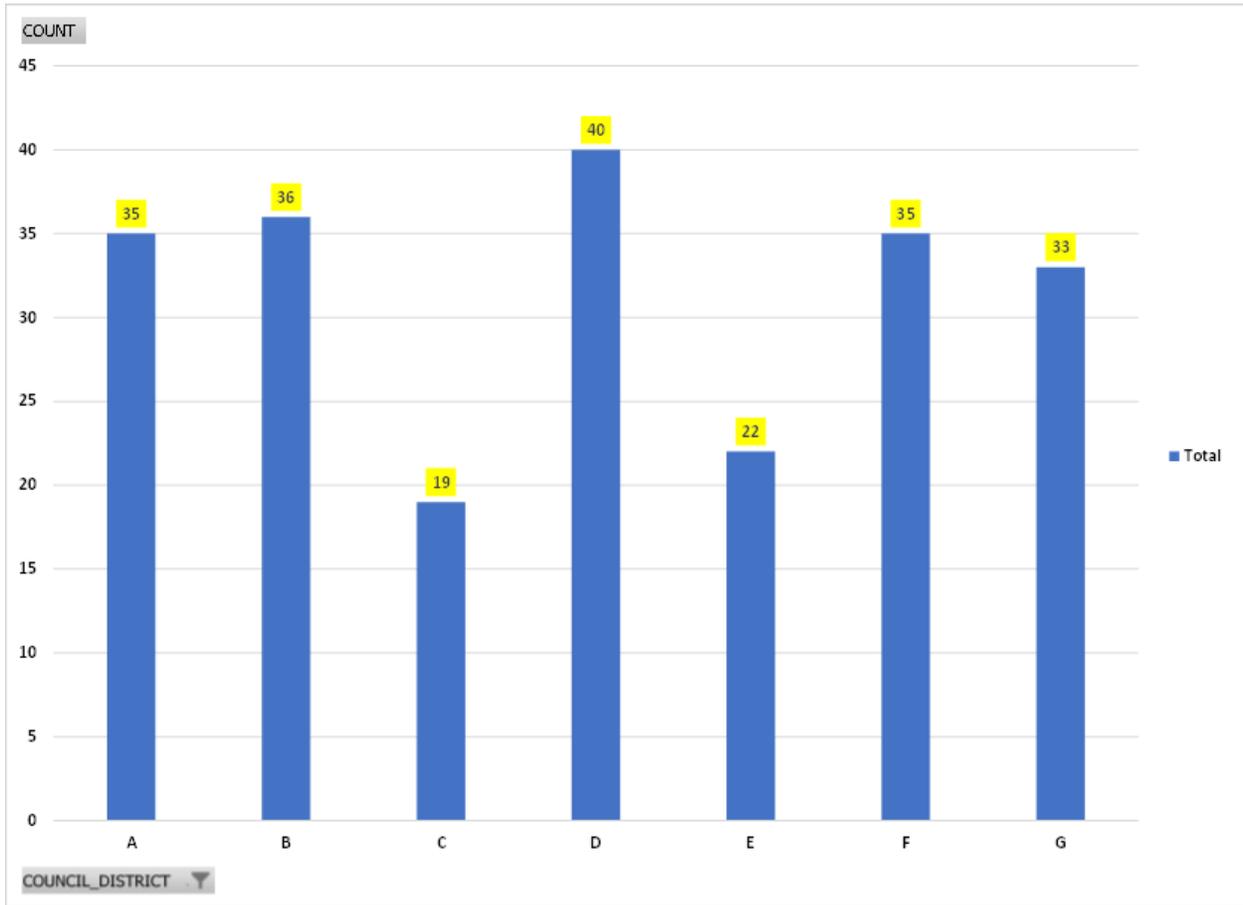


Figure 5, Reported Offenses of Catalytic Converter Thefts in 2021 by Council District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Council Districts 2022 as of March 2, 2022

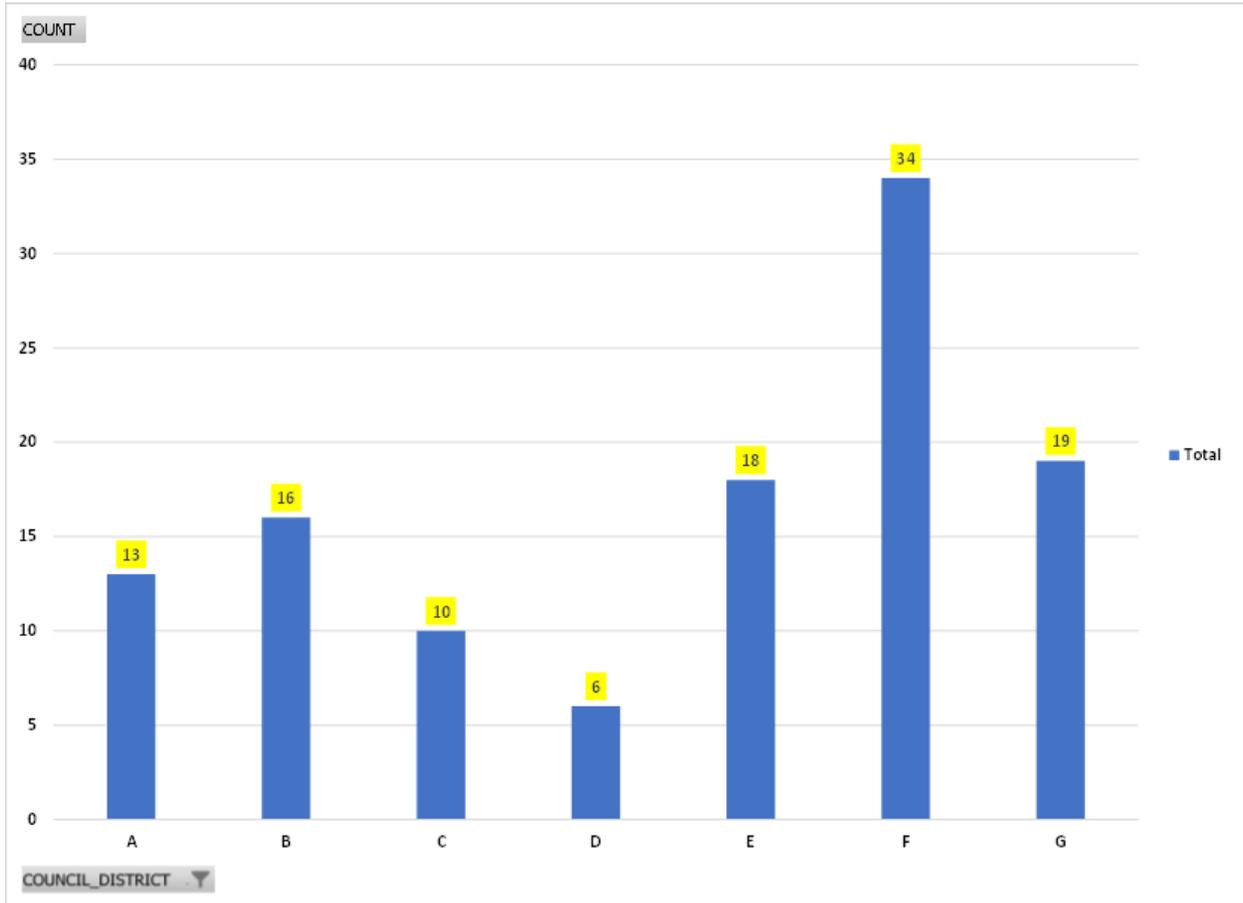


Figure 6, Reported Offenses of Catalytic Converter Thefts in 2022 by Council District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Catalytic Converter Thefts 2020-March 2, 2022

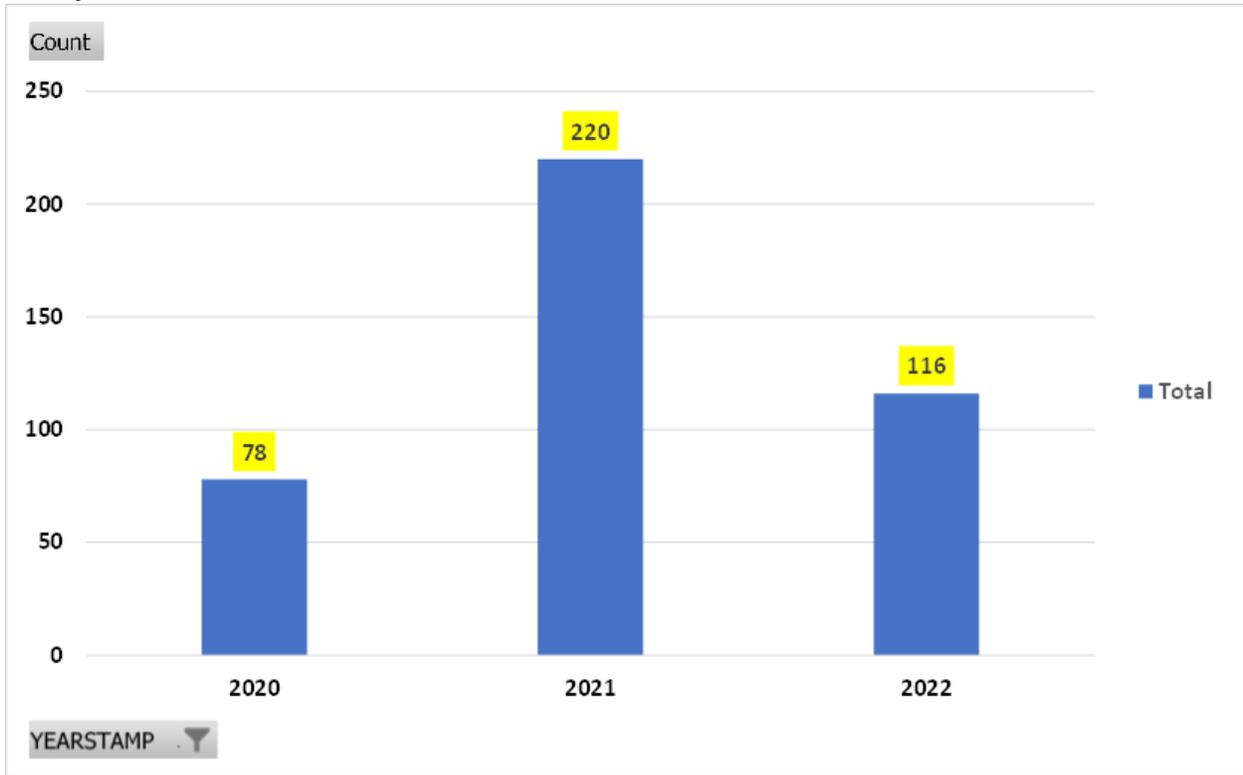


Figure 7, Counts of Catalytic Converter Theft by Year

ORDINANCE NO. 38 OF 2022

AN ORDINANCE TO AMEND SECTION 50-94 OF CHAPTER 50 THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO DIVISION 3 OF THE CRIMINAL CODE, OFFENSES AGAINST PROPERTY AND OTHERWISE PROVIDING 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 Chapter 50, Article II, Division 3 of the City of Shreveport, Louisiana Code of ordinances is hereby amended to read as follows:

DIVISION 3-OFFENSES AGAINST PROPERTY

Sec. 50-94.1 Illegal Possession of a Catalytic Convertor

- (a) It shall be unlawful for any person to intentionally possess of one (1) or more catalytic convertor(s) that do not belong to a vehicle or vehicles owned by the individual in possession of the catalytic convertor(s), or that the individual cannot provide verification of legal receipt of the catalytic convertor from the vehicle owner or possess the vehicle's title. The year, make model and VIN shall also be required form the vehicle which the catalytic convertor was removed.
- (b) Whoever commits the crime of illegal possession of a catalytic convertor shall be fined not more \$500 or 5 days in jail, or both for a first offense, and a fine not more than \$1,000 for each subsequent offense or up to 60 days in jail or both.

Sec. 50-94.2 Purchase of a Catalytic Convertor

- (a) It shall be unlawful for any person or any business to purchase a used catalytic converter that is not attached to a vehicle unless the seller is a licensed business, whose license permits the installation, replacement, maintenance, or removal of catalytic convertor.
- (b) Whoever commits the crime of purchase of a catalytic convertor shall be fined not more \$500 or 5 days in jail, or both for a first offense, and a fine not more than \$1,000 for each subsequent offense or up to 60 days in jail or both.

Sec. 50-94.3 Sale of a Catalytic Converter

- (a) It shall unlawful for any person or any business to sell a used catalytic converter that is not attached to a vehicle. This section does not apply to a bona fide automobile repair garage or used auto parts dealer; whose license permits the installation, replacement, maintenance, or removal of catalytic converters.
- (b) It shall also be a requirement of such bona fide automobile repair garage, or used auto parts dealer, whose license permits the installation, replacement, maintenance, or removal of catalytic converters to maintain such records in accordance with LA R.S. 37:1971 and 37:1967.
- (c) Whoever commits the crime of sale of a catalytic converter shall be fined not more \$500 or 5 days in jail, or both for a first offense, and a fine not more than \$1,000 for each subsequent offense or up to 60 days in jail or both.

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

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:

	<u>Senior Lien Bonds</u>	<u>Junior 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	2/14/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement for Glen Avenue Project. This will be an overlay for Glen Avenue located in City Council District G.

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

TIMETABLE

Introduction: **February 22, 2022**

Final
Passage: **March 08, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$70,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilman Jerry Bowman, Jr.

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 Streets 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 No. 170 of 2021, the 2022 budget for the Streets Special Revenue Fund, is hereby amended as follows:

In Section 2 (Appropriations):

Decrease Operating Reserves by \$70,000

Increase Transfer to Capital Projects by \$70,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 170 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	2/14/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement for Glen Avenue Project. This will be an overlay for Glen Avenue located in City Council District G.

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

TIMETABLE

Introduction: **February 22, 2022**

Final
Passage: **March 08, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$70,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilman Jerry Bowman, Jr.

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 Capital Project 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. 152 of 2021, the 2022 budget for the Capital Projects Fund, is hereby amended as follows:

In Program C – Streets Improvements:

Establish project entitled **Roadway Improvement for Glen Avenue (C22004)** at \$70,000. Funding source \$70,000 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 152 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	2/21/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement Project for the 5500-5600 Blocks of Cross Timbers Drive.

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

TIMETABLE

Introduction: **February 22, 2022**

Final
Passage: **March 08, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$90,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. 22 OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilman Jerry Bowman, Jr.

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 Streets 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 No. 170 of 2021, the 2022 budget for the Streets Special Revenue Fund, is hereby amended as follows:

In Section 2 (Appropriations):

Decrease Operating Reserves by \$90,000

Increase Transfer to Capital Projects by \$90,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 170 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

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	2/22/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement Project for the 5500-5600 Blocks of Cross Timbers Drive.

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

TIMETABLE

Introduction: **February 22, 2022**

Final
Passage: **March 08, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$90,000

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. 23 OF 2022

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: Councilman Jerry Bowman, Jr.

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 Capital Project 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. 152 of 2021, the 2022 budget for the Capital Projects Fund, is hereby amended as follows:

In Program C – Streets Improvements:

Establish project entitled **Roadway Improvement for the 5500-5600 Blocks of Cross Timbers Drive (C22005)** at \$90,000. Funding source \$90,000 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 152 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

<p><u>TITLE</u> AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR OF STONER FORCE MAIN LOCATED ALONG THE CLYDE FANT PARKWAY STARTING JUST SOUTH OF THE SHREVEPORT- BARKSDALE BRIDGE AND ENDING AT 70TH STREET AND RATIFYING THE EXPENDITURE OF APPROXIMATELY \$3.9 MILLION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</p>	<p><u>DATE</u> 2/9/2022</p>	<p><u>ORIGINATING DEPARTMENT</u> Administration/Finance</p> <p><u>COUNCIL DISTRICT</u> All</p> <p><u>SPONSOR</u></p>
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PURPOSE
 To ratify the Department of Water & Sewerage Emergency Repair of the Stoner Force Main without the delays associated with public bids. This ordinance will have direct impact on all Council Districts.

BACKGROUND INFORMATION
 The City of Shreveport has a capital project to perform major upgrades to the Stoner Force Main infrastructure. Due to unforeseen business hardships, the original contractor defaulted and failed to complete the project. There are ongoing negotiations with the contractor’s surety company to complete portions of the remaining work.
 Currently, the City of Shreveport has a servitude agreement with Spokane Company, LLC for all needed work to be completed on the project by June 30, 2022. If the normal design-bid-build method is used, the project is estimated to be completed by the first quarter in 2023. This will cause the City to have to request an extension to the servitude agreement which may result in re-negotiation of the terms which can cause delays and cost increases for legal, administration, and construction. The worst scenario is the servitude agreement will not be renewed and the Stoner Force Main Project cannot be completed which will cause significant harm to the City of Shreveport’s sewer infrastructure and can impact the public health and safety of its citizens.

<p><u>TIMETABLE</u> Introduction: February 22, 2022 Final Passage: March 8, 2022</p>	<p><u>ATTACHMENT(S)</u></p>
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SPECIAL PROCEDURAL REQUIREMENTS
 [N/A]

<p><u>FINANCES</u> \$3,900,000.00</p>	<p><u>SOURCE OF FUNDS</u> W&S Revenue Bonds</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: Annette Cash, Interim ACAO

ORDINANCE NO. _____ OF 2022

AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR OF STONER FORCE MAIN LOCATED ALONG THE CLYDE FANT PARKWAY STARTING JUST SOUTH OF THE SHREVEPORT-BARKSDALE BRIDGE AND ENDING AT 70TH STREET AND RATIFYING THE EXPENDITURE OF APPROXIMATELY \$3.9 MILLION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Stoner Force Main is located along Clyde Fant Parkway, starting just south of the Shreveport-Barksdale Bridge and ending at 70th Street has experienced mechanical and instrumentation failure; and

WHEREAS, additional failures have the potential to cause major Sanitary Sewer Overflows (SSOs); and

WHEREAS, the City of Shreveport is currently in a Consent Decree with the Environmental Protection Agency (EPA), Department of Justice (DOJ), and the Louisiana Department of Environmental Quality (LA-DEQ), that necessitates reduction of SSO's; and

WHEREAS, immediate emergency repairs of Stoner Force Main, being one of the City of Shreveport's main sewer collectors, is necessary to protect the wastewater collection system, public health and safety, and the environment.

WHEREAS the City of Shreveport has been executing a capital project to complete the Stoner Force Main Project (Project), which includes replacement of portions of the Stoner Force Main, installation of gravity sewers, a new wastewater lift station, and abandonment of wastewater infrastructure; and

WHEREAS, completion of the Project is necessary to protect the wastewater collection system, public health and safety, and the environment; and

WHEREAS, the contractor originally under contract to the City of Shreveport has experienced significant business disruptions, resulting in their default and failure to complete the Project; and

WHEREAS, portions of the Project are incomplete, and negotiations with the contractor's surety to complete remaining work have been delayed; and

WHEREAS, The City of Shreveport currently has a servitude agreement with Spokane Company, LLC for work needed to complete the Project. This agreement requires work to be completed by June 30, 2022. It is not possible to complete the Project by June 30,

2022 using a traditional design-bid-build method. Using the traditional design-bid-build method, we estimate the Project would not be completed until the first quarter of 2023. This includes six months for bidding and getting a contractor under contract and six months to complete the construction. Not having the Project completed by June 30, 2022 will require the City of Shreveport to request an extension to the servitude agreement which may result in re-negotiation of the terms of the agreement, potentially resulting in additional delays and increases in Project legal, administration, and construction costs. Worse case, the servitude agreement will not be renewed, and we cannot conclude the Project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, legal, and regular session convened, that the emergency action of the Department of Water & Sewerage to repair the Stoner Force Main is hereby authorized and ratified and that the expenditure of approximately \$3,900,000.00 for this purpose is hereby authorized.

BE IT FURTHER ORDAINED that monies for this emergency repair shall come from the Water and Sewerage Revenue Bonds.

BE IT FURTHER ORDAINED that a public emergency is hereby declared and notice of such public emergency shall, within ten days thereof, be published in the official journal of the City of Shreveport proposing or declaring such public emergency in accordance with Section 38:2212(P) of the Louisiana Revised Statutes.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or 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> An ordinance to amend Chapter 38, Article II, Division 8, Section 72 of the City of Shreveport, Louisiana, Code of Ordinances relative to the administrative cost assessed by the City for property abatement and to otherwise provide with respect thereto.	<u>DATE</u> February 8, 2022	<u>ORIGINATING DEPARTMENT</u> Department of Property Standards <u>COUNCIL DISTRICT</u> City-wide <u>SPONSOR</u>
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PURPOSE
To amend Chapter 38, Art. II, Div. 8, Section 72 of the City of Shreveport, Louisiana Code of Ordinances.

BACKGROUND INFORMATION
Chapter 38-71 provides that the City “shall have a lien and privilege for the cost of abating any violation on any property located within the corporate limits of the city.” Chapter 38, Section 72 of the City of Shreveport Code of Ordinances provides that if a property owner or party-in-interest of a property fails to comply with notice sent pursuant to this Chapter or fails to comply with any order or determination rendered by the Director of Property Standards, the Hearing Officer of the Environmental Court, or the City Council, the City may cause the property to be abated with City resources or by private contractor. In such event, the City is entitled to assess and collect all costs associated with performing such work and assess a \$200 administrative cost.

The amount of this \$200.00 cost considers administrative charges incurred by the City, including in the recording of liens with the Caddo Parish Clerk of Court. Since the adoption of the above Ordinances on October 22, 2019, the recording fee assessed by the Caddo Parish Clerk of Court has increased from \$35.00 to \$105.00 (\$200.00), prompting significant expenses for both the Revenue/Compliance Division and the Property Standards Department and a combined total of \$58,200.00 for both departments in administrative charges, resulting in a deficit of at least \$171,800.00 in 2021. By increasing the relevant administrative charge from \$200 to \$500 (150%), the City will be able to eliminate this expense.

<u>TIMETABLE</u> Introduction: February 22, 2022 Final Passage: March 8, 2022	<u>ATTACHMENTS</u>
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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
It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY: David H. Kaplovitz,
Assistant City Attorney

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE TO AMEND
CHAPTER 38, ARTICLE II, DIVISION 8,
SECTION 72 OF THE CITY OF
SHREVEPORT, LOUISIANA, CODE OF
ORDINANCES RELATIVE TO THE
ADMINISTRATIVE COST ASSESSED
BY THE CITY FOR PROPERTY
ABATEMENT AND TO OTHERWISE
PROVIDE WITH RESPECT THERETO.**

BY COUNCILMEMBER:

WHEREAS, the City of Shreveport Code of Ordinances Chapter 38, Article II, Division 8, Section 71 provides that the City of Shreveport “shall have a lien and privilege for the cost of abating any violation on any property located within the corporate limits of the city.”

WHEREAS, the City of Shreveport Code of Ordinances Chapter 38, Article II, Division 8, Section 72 also provides that “If the owner and party in interest of [a] property shall fail to comply with any notice sent pursuant to any provision of this chapter or applicable provisions of state law, or shall fail to comply with any order, decision or determination rendered by the director, the hearing officer, or the city council as provided in this chapter, the city may cause such work to be performed by city resources or a private contractor, and in such event, the city shall be entitled to assess and collect all costs incurred in performing such work, together with an administrative charge of \$200.00. This charge shall be levied on any case appealed prior to the granting of any time extension by the hearing officer or by the city council.”

WHEREAS, the Department of Property Standards is tasked with enforcing Chapter 38 of the City of Shreveport Code of Ordinances, otherwise known as the “Property Standards Code” and is the department tasked with assessing the two hundred dollar (\$200) administrative cost and the recording of necessary liens for purposes of property abatement within the City.

WHEREAS, since the adoption of Sections 38-71 and 38-72 by this Council on October 22, 2019, the recording fees assessed by the Caddo Parish Clerk of Court's Office for the recording of liens has risen from thirty five dollars (\$35.00) to one hundred five dollars (\$105.00), a two hundred percent (200%) increase.

WHEREAS, due to this rise in the parish's lien recording fees, it is essential for the City of Shreveport to amend the relevant administrative cost.

WHEREAS, in the calendar year 2021, the City of Shreveport's Revenue/Compliance division incurred significant expenses for the recording of lien cancellations, with the Department Property Standards experiencing expenses in a near equal amount for the initial recording of liens. In the same calendar year, Revenue and Property Standards collected a combined total of \$58,200.00 in administrative charges, resulting in a deficit of at least \$171,800.00.

AND WHEREAS by increasing the relevant administrative charge from \$200 to \$500 (150%) the City of Shreveport will be able to eliminate this expense.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Chapter 38, Article II, Division 8, Section 72 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

Sec. 38-72. - Administrative charges, lien and privilege for cost of performing work.

- (a) If the owner and party in interest of the property shall fail to comply with any notice sent pursuant to any provision of this chapter or applicable provisions of state law, or shall fail to comply with any order, decision or determination rendered by the director, the hearing officer, or the city council as provided in this chapter, the city may cause such work to be performed by city resources or a private contractor, and in such event, the city shall be entitled to assess and collect all costs incurred in performing such work, together with an administrative charge of \$500.00. This charge shall be levied on any case appealed prior to the granting of any time extension by the hearing officer or by the city council

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

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTHEAST CORNER OF KINGS HIGHWAY AND THORNHILL AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-HU HIGHLAND URBAN CONSERVATION RESIDENTIAL DISTRICT TO C-1 PUD NEIGHBORHOOD COMMERCIAL DISTRICT PLANNED UNIT DEVELOPMENT**, 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 northeast corner of Kings Highway and Thornhill Avenue Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-HU Highland Urban Conservation Residential District To C-1 PUD Neighborhood Commercial District Planned Unit Development:**

LOTS 29 & 30, BLK. A, COLONIAL HILLS SUBN., SECTION 12, T17N, R14W, Caddo Parish, Louisiana.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

- Lighting and irrigation plans must be submitted to the Executive Director for review and approval prior to obtaining building permits.

Requested uses and ordinance relief:

The following uses are in addition to the uses allowed in the C-1 base zoning district:

- Drive-through

Amenities:

Site amenities in exchange for the requested use include the following:

- Incorporate gables and dormers similar in character to the existing buildings and residences in the area
- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

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.

21-201-C
LAGUNITA FRANCHISE OPERATIONS

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTHEAST CORNER OF KINGS HIGHWAY AND THORNHILL AVENUE, SHREVEPORT, CADDO PARISH, LA., FROM R-HU HIGHLAND URBAN CONSERVATION RESIDENTIAL DISTRICT TO C-1 PUD NEIGHBORHOOD COMMERCIAL DISTRICT PLANNED UNIT DEVELOPMENT, 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 northeast corner of Kings Highway and Thornhill Avenue Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed from R-HU Highland Urban Conservation Residential District To C-1 PUD Neighborhood Commercial District Planned Unit Development:

LOTS 29 & 30, BLK. A, COLONIAL HILLS SUBN., SECTION 12, T17N, R14W, Caddo Parish, Louisiana.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

- Lighting and irrigation plans must be submitted to the Executive Director for review and approval prior to obtaining building permits.

Requested uses and ordinance relief:

The following uses are in addition to the uses allowed in the C-1 base zoning district:

- Drive-through

Amenities:

Site amenities in exchange for the requested use include the following:

- Incorporate gables and dormers similar in character to the existing buildings and residences in the area
- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

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.

21-201-C
LAGUNITA FRANCHISE OPERATIONS

S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

+FEBRUARY 2, 2022

AGENDA ITEM NUMBER: 9
MPC Staff Member: Alice Correa
City Council District: B/ LeVette Fuller
Parish Commission District: 4/John Young

CASE NUMBER 21-201-C: SMALL PLANNED UNIT DEVELOPMENT (SPUD) & FINAL SITE PLAN

APPLICANT: Lagunita Franchise Operations
OWNER: KINGS HIGHWAY CHRISTIAN CHURCH
LOCATION: 856 Kings Hwy (NE corner of Kings Hwy. and Thornhill Ave.)
EXISTING ZONING: R-HU
REQUEST: R-HU to C-1(PUD)
PROPOSED USE: Restaurant with Drive-through

DESCRIPTION: The applicant is requesting approval to redesignate a 0.74-acre tract of land from Highland Urban Conservation Residential (R-HU) to Neighborhood Commercial Small Planned Unit Development (C-1(PUD)) for a restaurant with drive-through. There is an existing residential structure that would be removed and replaced with the restaurant. The adjacent properties to the north and east are also zoned R-HU; across Thornhill Avenue to the west are zoned R-HU and Neighborhood Commercial (C-1); and across Kings Hwy to the south are zoned C-1 and Multi-family Residential (R-2). It is also directly adjacent to the Kings Highway Christian Church Historic Site and the Fairfield Historic District. *The case was originally scheduled for the January 5, 2022 hearing as a request for rezoning to Corridor Commercial (C-2) but was deferred to this hearing to allow pursuit of a C-1 Small Planned Unit Development (C-1(PUD)).*

There are no prior cases for this site. Nearby relevant cases include: establishment of the Highland Urban Conservation zoning district (SPI-1; R-HU under the UDC); approval of rezoning to Buffer Business (B-1; C-1 under the UDC) for office/retail (C-101-84); approval of rezoning to Extended Use Buffer Business (B-1-E; C-1 under the UDC) for restaurants with drive-through (C-17-05, C-14-10); approval of rezoning to Extended Use Multi-family Residential (R-3-E; R-3 under the UDC) for a restaurant with drive-through (C-67-97); the 1969 approval of rezoning to Neighborhood Business (B-2; C-2 under the UDC) for a gas station (C-573); and denial of MPC approval for an office in the SPI-1 zoning district (C-39-98).

Nearby neighborhoods include: Broadmoor, Caddo Heights, Fairfield, Highland, Ingleside, Madison Park, South Highland and St. Vincent.

REMARKS: **SPUD approval is subject to a 3-year expiration as described in Section 16.9.F of the UDC.**

Pursuit of a SPUD designation allows an applicant to request ordinance relief across a variety of areas within one application, including: permitted uses from other zoning districts, specific use

S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

approvals, variances, etc. In exchange, the applicant agrees to provide substantive amenities that benefit the surrounding area or the tenant/property owner exclusively, align with the goals of the Master Plan or otherwise provide some added aesthetic benefit. This tool provides the highest level of flexibility for projects that have a complex coupling of uses and potential impacts and offers the premier opportunity to claim benefits for the site and the surrounding area.

The applicant originally requested rezoning to Corridor Commercial (C-2) to allow a restaurant with drive-through. The C-2 zoning is the minimum level of commercial zoning that would allow a drive-through, under an Administrative Special Use Permit (ASUP); and the applicant intended to follow-up the rezoning with the ASUP application. However, in evaluating the original request, MPC Staff determined that C-2 zoning at this location would be too intensive and intrusive to the area and recommended that the applicant pursue a C-1-based Small Planned Unit Development (SPUD). The applicant agreed to the recommended path forward and the case was deferred to this February hearing to allow development of the SPUD request and site plan.

While Kings Highway is a main corridor through the City, this particular area consists largely of residential and light commercial uses and zoning. There are residences directly adjacent to the subject property which are the edge of a large low- to medium-density residential neighborhood that extends north to Olive Street. There are also residences across Kings Highway that are the edge of large low- to medium-density residential neighborhood that extends all the way down to Pierremont Road. The non-residential uses in this area of Kings Highway include two churches, a school, small offices, a senior center, a bakery, and a park – all uses found near, and compatible with, a residential environment. With the exception of a gas station and drugstore near the intersection of Line Avenue and Kings Highway and fast food establishments near the I-49/Kings Highway interchange, the area is predominantly residential. It should also be noted that the commercial properties near the I-49/Kings Highway interchange are all zoned Light Commercial (C-1); the existing drive-through restaurants on those properties were all approved under Extended Use zoning to allow that one particular use and, as such, are considered legal special uses.

Given that this area of Kings Highway is predominantly residential in nature, the originally requested rezoning of C-2 could introduce potential permitted uses that would be considered incompatible or intrusive, such as: Animal Care Facility/Shelter, Retail Sales of Beer/Wine, Outdoor Dining, Healthcare Institution, and Body Modification Establishment. The C-1 base zoning of the requested SPUD is defined in Article 4.3 of the Unified Development Code (UDC) 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 C-1 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 Vendor,*

S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

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 (Eligible Facility), Temporary Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise, Temporary Seasonal Sales. Thus, the C-1 base zoning of the requested SPUD would be considered compatible to the zoning and uses of the area and would allow the restaurant; the only ordinance relief needed is to allow a Drive-through Facility.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on December 14, 2021 at 5:30pm with several people in attendance. The applicant presented their site plan and expected traffic counts, therefore, many of the questions and comments were related to site development. The types of items discussed and requested by neighbors served as the foundation for drafting the public amenities of the SPUD. A noted concern was the possible increased traffic on a residential street (Thornhill Avenue). Based on initial traffic counts provided, City Traffic Engineering determined that the proximity of the southern Thornhill Ave. driveway to the Kings Highway intersection could cause backups. In response, the applicant repositioned the driveway to meet the recommendations of Traffic Engineering. Additionally, a trip generation study was commissioned by the applicant and submitted to the MPC. After review of the data, Traffic Engineering determined that *"This pushes the AM peak to average about 1.3 additional cars per light cycle from the Donut Shop. The area should handle that decently. In the PM peak, that number is cut by half."* No traffic problems are anticipated from this development.

MASTER PLAN CONSIDERATIONS:

The 2030 Great Expectations Master Plan Future Land Use Map shows this area as remaining as Residential Low/High with General Commercial at the I-49 interchange and directly across the street, reflecting the existing businesses. Although the Master Plan shows this specific property as remaining residential, the likelihood of re-establishing a residence directly on the Kings Highway corridor is very low. Rather than letting the property be vacant and perhaps begin to decline, approval of the SPUD would keep the land in productive use, limited to neighborhood commercial development.

REQUESTED USES & ORDINANCE RELIEF:

The applicant requests the following relief:

- Allow a drive-through in a C-1 zoning district

PROPOSED SITE

AMENITIES: Proposed site amenities in exchange for the requested use include the following:

- Incorporate gables and dormers similar in character to the existing buildings and residences

S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

in the area

- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

SITE PLAN

CONSIDERATION: The site plan submitted with this application shows the planned layout and the proposed public amenities. The existing residential structure would be demolished and replaced with the restaurant. The proposed site plan has been reviewed by City Engineering, Public Works, Water & Sewerage, and Fire Prevention, and reflects modifications required to meet their regulations. The site plan sheet shows the approximately 19'-wide and 12'-wide right-of way landscape areas (in lieu of the standard 7'-wide buffer); and there is some additional width to the southern half of the residential landscape buffer on the east side. The plan also shows the 8'-tall fences, the requested trash receptacles next to the building, and the pedestrian access from the northeast corner of the site. Additionally, the landscape shown on the plans exceeds the requirements with additional shrubs added to the parking area and around the building.

The building elevations show gables, dormers, and windows similar to other structures in the nearby area. The structure will also have brick veneer with woodgrain siding accents, which is reflective of existing structures in the neighborhood. It should be noted that although the material colors appear darker on some of the building elevation printout and scans, the selected color-scheme is consistent with the colors of the Kings Highway Christian Church, as requested during the neighborhood meeting. Since the proposed site is located directly adjacent to an historic site and across the street from an historic district, an advisory opinion was sought from the Shreveport Historic Preservation Commission. After reviewing proposed design on January 18, 2022, the HPC determined that the design was historically appropriate.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that the MPC Board has grounds to recommend approval of Neighborhood Commercial Small Planned Unit Development (C-1(PUD)) zoning designation with the following stipulation:

1. Lighting and irrigation plans must be submitted to the Executive Director for review and approval prior to obtaining building permits.

Alternately, based on of information provided at the public hearing the MPC may:

S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

- a. Recommend approval of the C-1(PUD) designation with additional public amenities.
- b. Deny the requested C-1(PUD) designation.

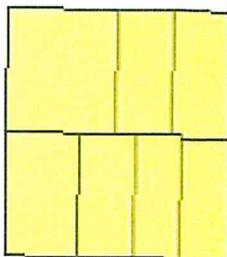
PUBLIC ASSESSMENT: Two spoke in support; three spoke in opposition.

MPC BOARD
RECOMMENDATION: The Board voted 6-0 to recommend this application for approval with the stipulation of a lighting and irrigation plan approval requirement.

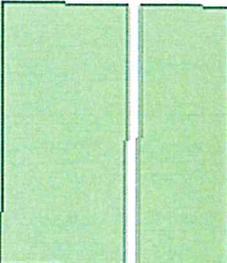
21-201-C

FAIRFIELD

KIRBY



COLUMBIA

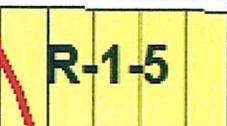


COLUMBIA

COLUMBIA

R-HU

R-1-5



R-HU
to
C-2

KINGS

OS

C-1

C-2

R-2

500' NOTIFICATION
AREA

THORNHILL

C-UC

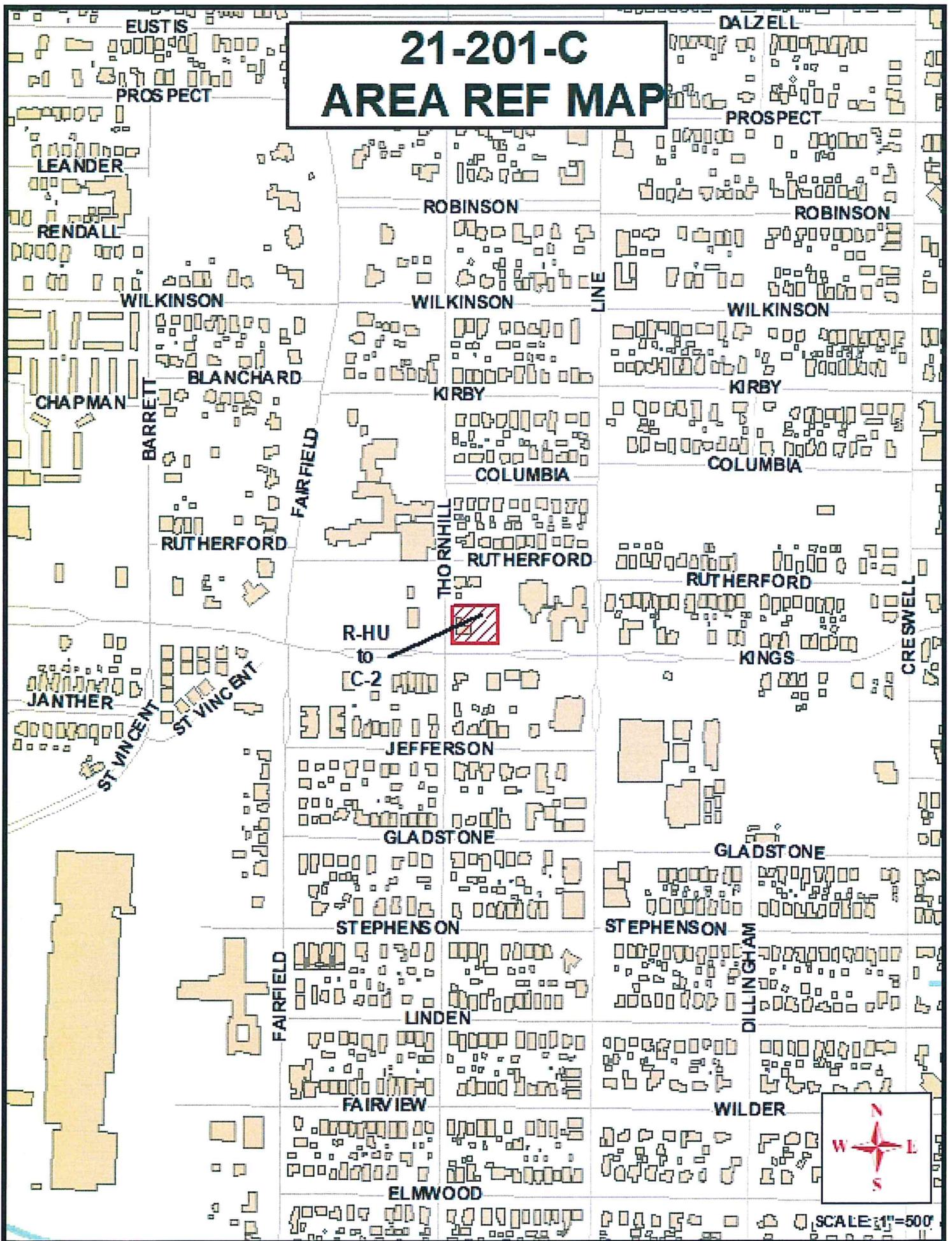
LINE

GLADSTONE



SCALE 1"=200'

21-201-C AREA REF MAP





Shreveport
920 Pierremont Road, Suite 520
Shreveport, LA 71106
318.798.3344

January 5, 2022

Alice G. Correa, AICP
Land Development Coordinator
Planner III
Shreveport-Caddo MPC
P. O. Box 31109
Shreveport, LA 71130

**RE: Case 21-201-C - 856 Kings Highway
C-1 SPUD Rezoning
F&T Project No. 211348**

Ms. Correa:

On behalf of the owner and developer of the referenced property, we would like to request the consideration of a C-1 SPUD Rezoning.

The requested ordinance relief will be the following:

- Allow a drive-through in a C-1 zoning district

The following amenities will be offered:

- Incorporate gables and dormers similar in character to the existing buildings and residences in the area
- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

If you have any questions or comments about this request, please give us a call.

Sincerely,

Desmond C. Sprawls, P.E., P.L.S.
Senior Project Manager

REVISIONS

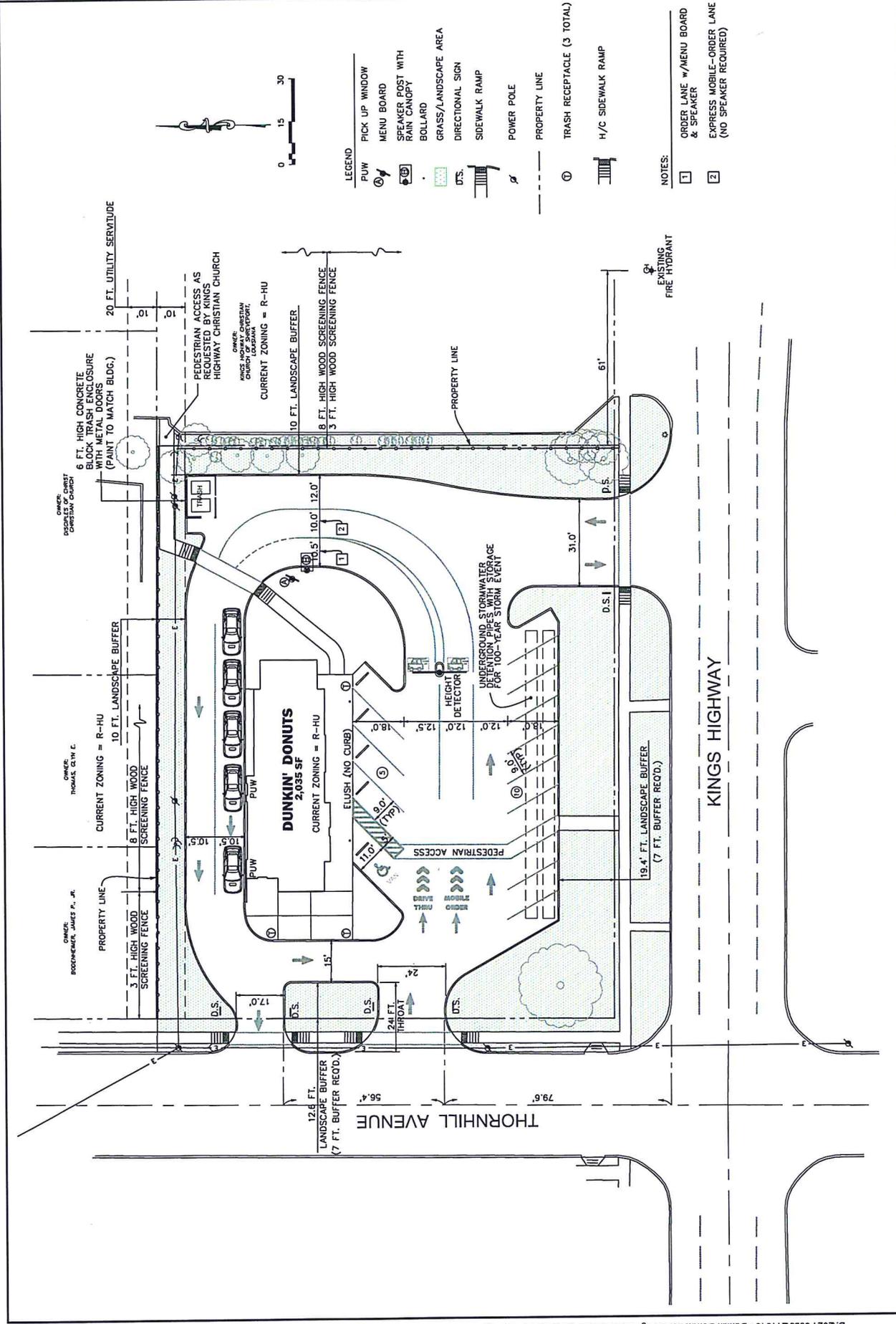
FORTE
PO

100 Persimmon Road
Smyrna, GA 31787
770.433.3344

DUNKIN' DONUTS
CASE NUMBER 21-201-C
PROPOSED SITE PLAN

LIBRIX

THIS SITE PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
PROJECT NO. 211348
DATE: JANUARY, 2022
SHEET NO. 1
31.548 MFC SITE PLAN -



LEGEND

- PUW PICK UP WINDOW
- MENU BOARD
- SPEAKER POST WITH RAIN CANOPY
- BOLLARD
- GRASS/LANDSCAPE AREA
- D.T.S. DIRECTIONAL SIGN
- SIDEWALK RAMP
- POWER POLE
- PROPERTY LINE
- TRASH RECEPTACLE (3 TOTAL)
- H/C SIDEWALK RAMP

NOTES:

- 1 ORDER LANE w/MENU BOARD & SPEAKER
- 2 EXPRESS MOBILE-ORDER LANE (NO SPEAKER REQUIRED)

THORNHILL AVENUE

KINGS HIGHWAY

REVISIONS

FORTE & TABLADA

800 PENNINGTON ROAD
SUITE 100
SARASOTA, FL 34236
318.760.3344

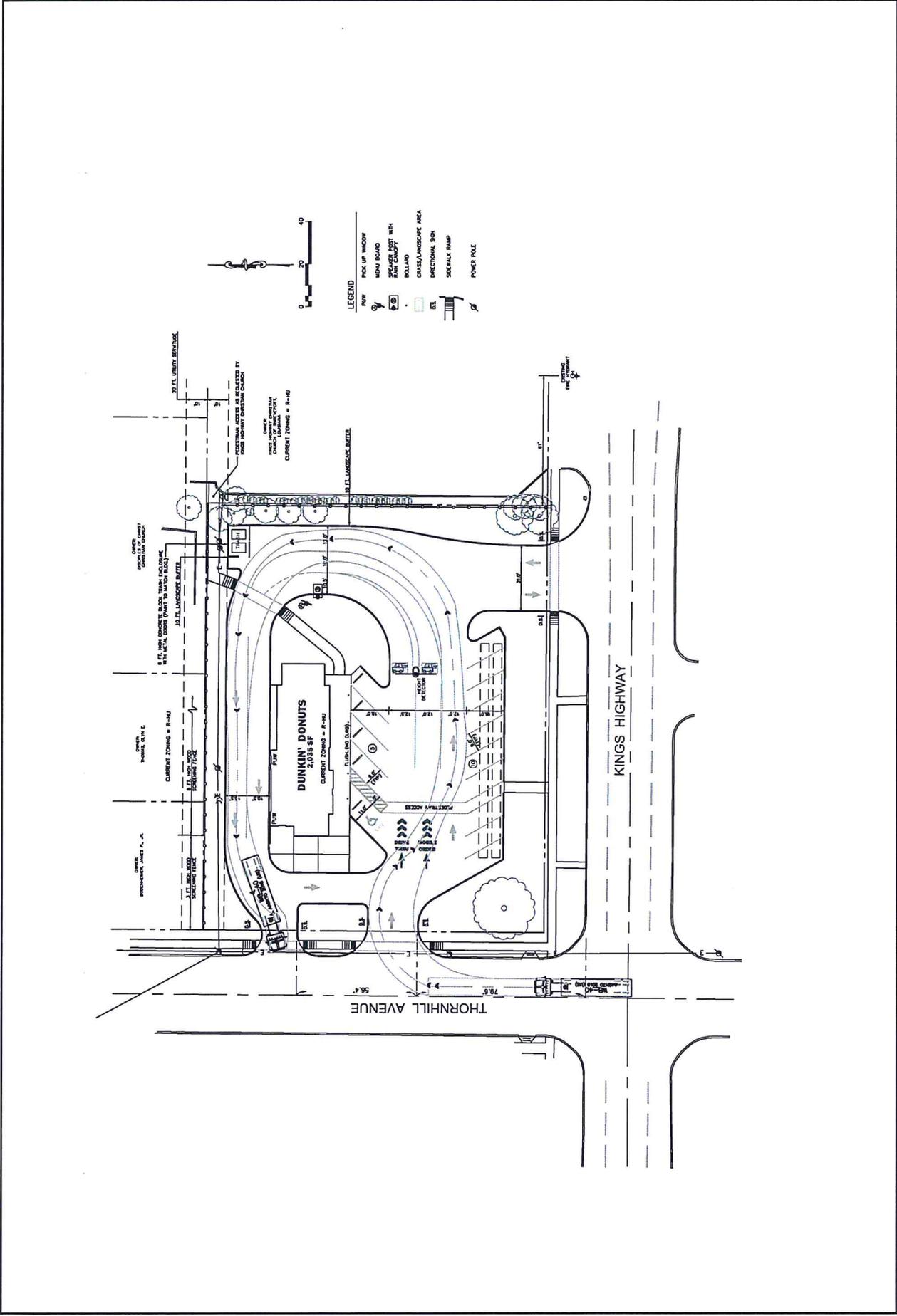
DUNKIN' DONUTS
CASE NUMBER 21-201-C
DELIVERY TRUCK
THORNHILL AVE

EXHIBIT

ALTERNATIVE
GENERAL LAYOUT
ADAPTING
MAY 7, 2022

PROJECT NO. 211148
DATE JANUARY, 2022

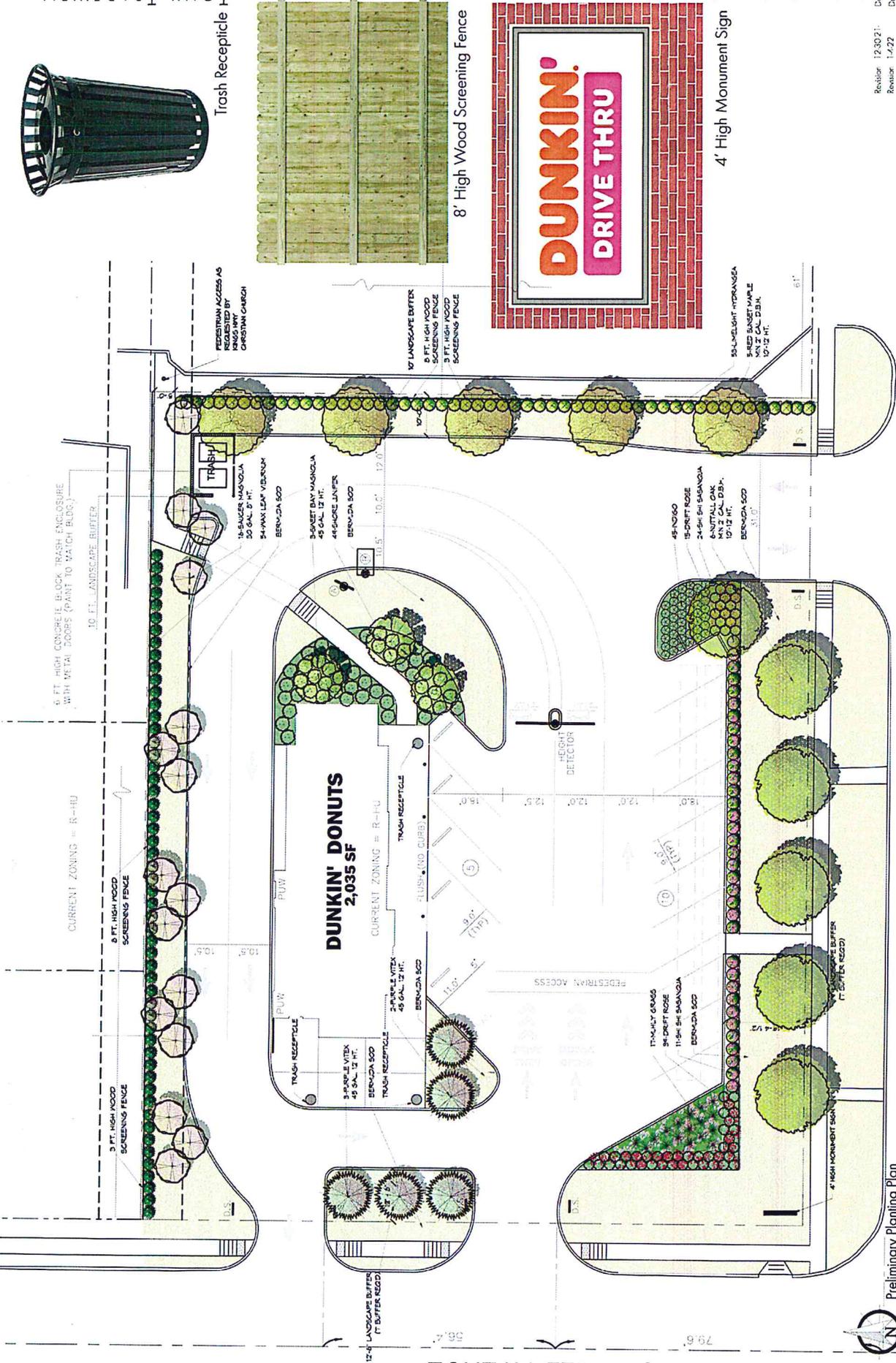
SHEET NO. MODEL
11 OF 11



Dunkin' Donuts - Kings Hwy

Landscape Development For:

Date: Dec 2021
 Revisor: 12/30/21
 Revisor: 1/4/22
 Revisor: 1/13/22
 Revisor:
 Drawn By:
 Check By:
 Sheet #: 1 of 1



Preliminary Planting Plan
Scale: 1"=10'-0"



Neighborhood Participation Plan Report

i *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:** Dunkin Donuts – 840 Kings Highway
- 2. Contact Name:** Damon Dunn
- 3. Meeting Date:** Tuesday, December 14, 2021
- 4. Meeting Location:** Kings Highway Christian Church - Family Life Center
- 5. Meeting Start Time:** 5:30 p.m.
- 6. Meeting End Time:** 7:00 p.m.
- 7. Number of People in Attendance:** 26, excluding members of Dunkin Donuts Team
- 8. Date of Filing of Land Use Application:** Rezoning Application filed November 16, 2021
- 9. General Introduction:**

A Neighborhood Participation Plan meeting was held on Tuesday, December 14, 2021, 5:30 p.m. at the Kings Highway Christian Church Family Life Center to discuss a proposed Dunkin Donuts at 840/856 Kings Highway that would be designed to complement the surrounding historic neighborhood. Damon Dunn led the meeting and provided four display boards – 1) Dunkin Donuts Prototype, 2) Modified building with architecture more compatible to the neighborhood, 3) Proposed Site Plan, and 4) Traffic Flow during various parts of the day.

Those attending the meeting on behalf of the applicant were as follows: Hilary Bransford, Vintage Realty, Brad Armstrong, Vintage Realty, and Desi Sprawls, Forte and Tablada. A list of attendees and meeting minutes are attached to this report.

10. Summary of Concerns and Issues Raised at the Meeting:

Please list and respond to each one individually; include as many items that were discussed.

- a) Can additional gables or dormers be incorporated into the roof of the structure?
Applicant Response: The architect will be contacted to have these modifications incorporated into the design of the building.
- b) Can the brick color match Kings Highway Christian Church/Walgreen's?
Applicant Response: The architect will be instructed to specify a matching brick.
- c) Can three trash cans be provided to reduce litter?
Applicant Response: Three trash receptacles will be provided.
- d) Can a plan be provided that includes the location and information about adjacent structures, including elevations for properties between Line Ave. and Fairfield Ave
Applicant Response: An aerial plan of the area will be provided.
- e) Will the sign height be limited to a monument sign?
Applicant Response: The sign will be a monument sign and will be the same brick as the building.
- f) Will revisions be available prior to submission to the MPC?
Applicant Response: Revisions will be available for review by the church prior to the MPC meeting.
- g) Can this rezoning be deferred until February?
Applicant Response: Revisions to the building can be made before the end of this month. The goal is to remain on the January 5th MPC agenda.
- h) Will Buyer agree to covenants regarding the sign height?
Applicant Response: Yes. Covenants restricting the sign to monument sign height are acceptable.

Dunkin Donuts NPP Meeting Attendees
Tuesday, December 14, 2021

1. Maury and Glynda Hicks 611 Lochridge Dr. 71106
2. Dennis Murray 8313 Satewood Dr., Greenwood, LA
3. Dennis Wissing 149 Maximilian Ln., S'port 71105
4. Jessica Monk 226 Archer, Shreveport 71105
5. Alvin Thompson 407 Tealwood Dr., B.C. 71111
6. Stephen Lock 7639 Chesapeake 71105
7. Mary Anne Bowie 210 Suzanne Dr, S'port 71115
8. Donald Sweeters 861 Columbia, S'port 71104
9. Barry C. Eakin 2022 Shadywood Ln., S'port 71105
10. Renee Eakin 2022 Shadywood Ln., S'port 71105
11. Carolyn Brewer 160 Kings Crossing, S'port 71105
12. Charles Newpert 831 Kings Hwy #100, S'port 71105
13. Vicki Wilson 149 Maximilian, S'port
14. Linda Dame 6121 Fern, S'port 71105
15. Martha Burgess 10762 Ty Dr., S'port 71106
16. Clint Small 1833 Lune 71101
17. Joey Flippo 556 Canterbury, B.C. 71111
18. Becky Flippo 556 Canterbury, B.C. 71111
19. Ruth E. Cox 2500 Centenary Blvd. #1, 71104
20. Bill Wiener 2 Longleaf Lane
21. Christopher Coe 940 College St. 71104
22. Madison Poche 262 Wilkinson Street 71104
23. Robert Asher 430 College St. 71104
24. Michele Sauls 241 Clearwood Lane 71105
25. Ron Weems 912 Kings Hwy

Neighborhood Participation Plan Meeting Minutes

Tuesday, December 14, 2021 • Kings Highway Christian Church Family Life Center • 5:30 p.m.

The meeting was opened in prayer by the Pastor of Kings Highway Christian Church. The Pastor then introduced Damon Dunn. Damon began the presentation by giving the participants a brief history of his background, life accomplishments and how he became a franchisee for Dunkin Donuts. Damon then presented display boards as follows:

1. The new prototype Dunkin Donuts building was shown first. Damon commented that the architecture of the building was not compatible with the neighborhood, so the building shown would not be constructed.
2. The next display board contained a modified building architecture which was more compatible to the neighborhood. The new building elevations were patterned after the Julie Anne's Bakery building across the street.
3. The next display board showed the proposed site plan with proposed landscaping, pedestrian access and screening fences.
4. The last display board was a chart which indicated the traffic flow through a typical Dunkin Donuts store during various times of the day. This board was presented to show that 80% of the traffic through the site occurs prior to 11:00 a.m. At four o'clock in the afternoon when Byrd High School dismisses, the traffic generated by Dunkin Donuts would be minimal.

Damon emphasized that he was there to be a good corporate neighbor and was open to any comments that the residents might have. At that point, Damon opened the meeting for comments and questions from residents.

One participant requested that additional gables or dormers be incorporated into the roof of the structure. The request was to make the roof line resemble the church architecture as opposed to the Julie Anne's Bakery architecture. Damon stated that he would contact his architect and have these modifications incorporated into the design of the building.

There was a request that the brick on the Dunkin building have the same color as the brick on the Kings Highway Christian Church building. Damon stated that he would instruct his architect to specify a matching brick.

A request was made that three trash receptacles be placed on the exterior of the building to help eliminate any issues with littering. Damon said that three trash receptacles would be provided.

A request was made to provide a plan and aerial perspective that includes the location and information about adjacent structures, including elevation, of all other properties between Line Ave. and Fairfield Ave. Damon indicated that an aerial plan of the area would be provided.

A request was made to limit the height of the sign. Damon stated that the only detached sign would be a monument sign.

The participants requested to see the drawings after they had been revised. Damon stated that he would present the revised drawings to the residents prior to formal submittal to the MPC.

The question was asked if the rezoning could be deferred until February. Damon said that he felt confident that the revisions to the building could be made before the end of this month. His goal would be to remain on the January 5th MPC agenda.

Damon was asked if he would agree to covenants that would restrict the height of signage to monument sign height only. Damon said that he would agree to the request.

Damon was asked to describe the screening fence. Damon said that the north fence would be an 8-foot high solid wood screening fence. The 8-foot height would be continued along the east property line to the point specified in the UDC. The fence from that point to the street right-of-way would be 3-foot high solid wood fencing.

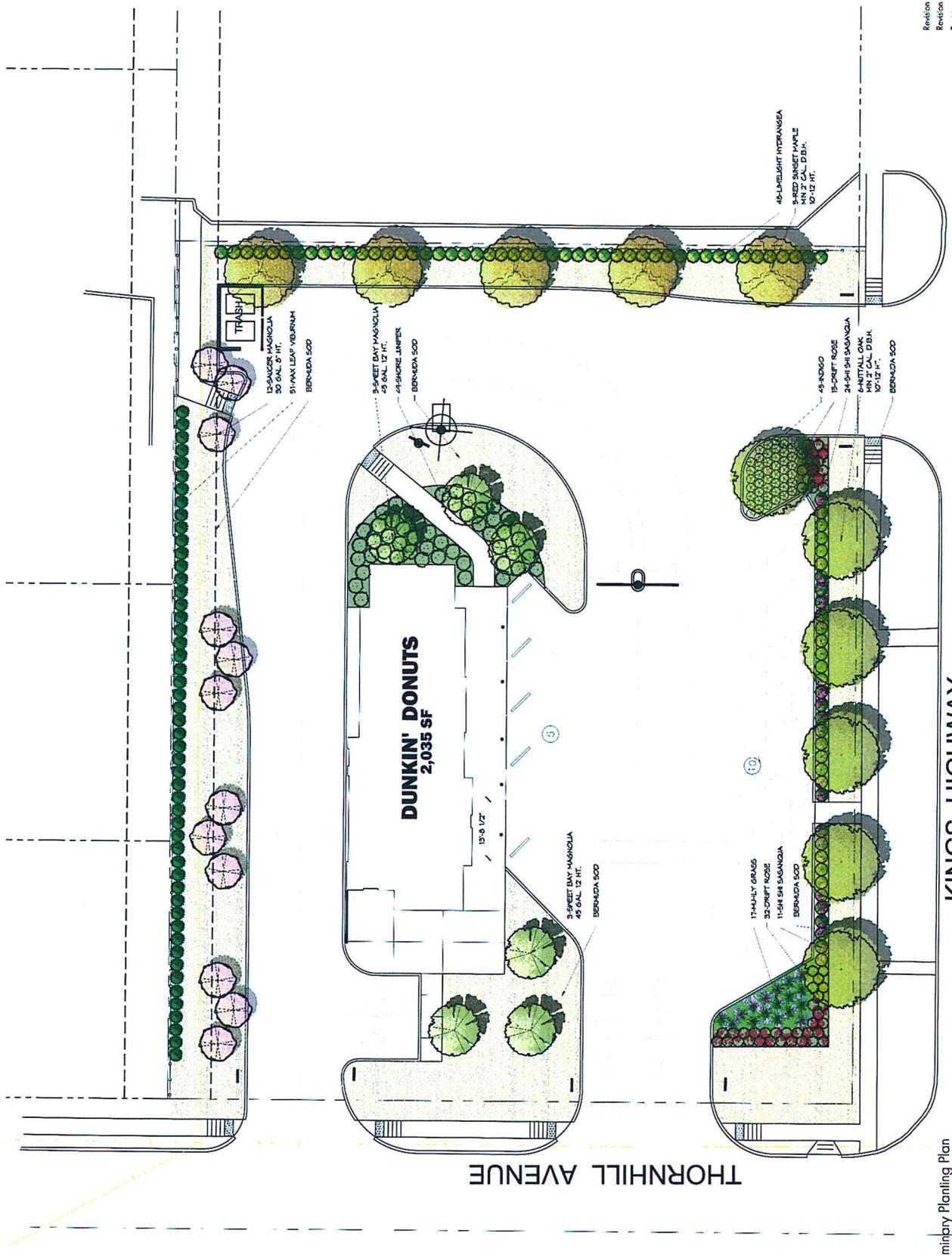
Questions were asked concerning the relationship between ownership and operations of the store. Damon informed the audience that the real estate and building would be owned by one entity and the operations of the Dunkin Donuts business would be a separate entity. This is done for liability and tax purposes.

Someone asked Damon about the economic impact of the Dunkin Donuts store on the local economy. Damon said that the property taxes, sales taxes, employee wages and other benefits would have an economic impact in the millions of dollars.

The meeting was adjourned at 7:00 p.m.

DEC 8, 2021 - DAYPART 2		5a-10a						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	29	3	41	34	104	184	
N/A	Youree Dr-354272	42	4	59	65	166	201	
Total Daypart		35	3	50	50	136	385	
DEC 8, 2021 - DAYPART 3		10a-2p						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	63	6	126	99	290	77	
N/A	Youree Dr-354272	63	4	97	87	248	95	
Total Daypart		63	4	109	92	266	172	
DEC 8, 2021 - DAYPART 4		2p-5p						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	36	6	114	39	190	28	
N/A	Youree Dr-354272	91	11	129	65	286	48	
Total Daypart		70	9	123	55	250	76	
DEC 8, 2021 - DAYPART 5		5p-9p						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	N/A	N/A	N/A	N/A	N/A	N/A	
N/A	Youree Dr-354272	94	5	169	58	321	26	
Total Daypart		94	5	169	58	321	26	

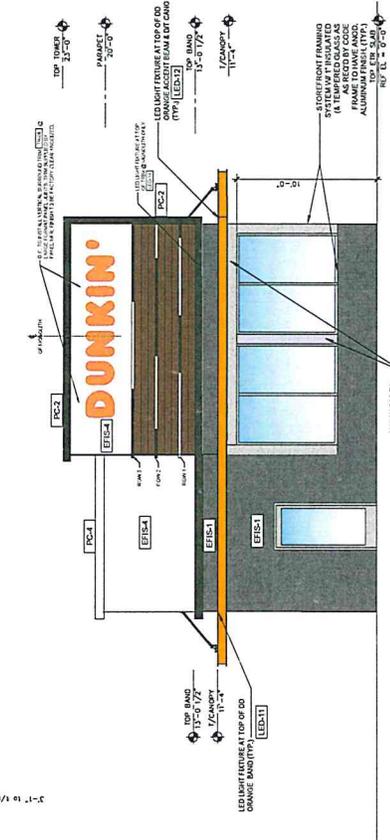
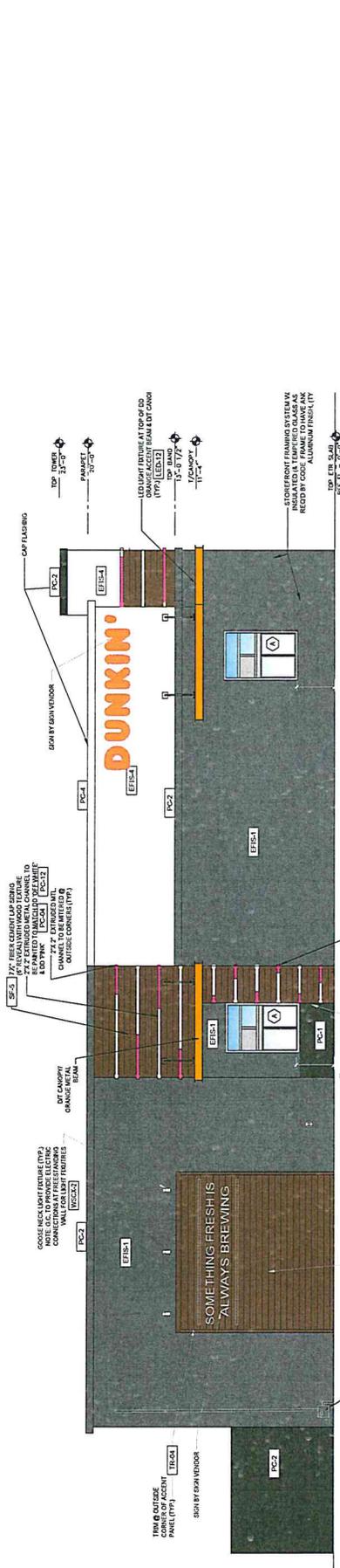
Revision	Date	By



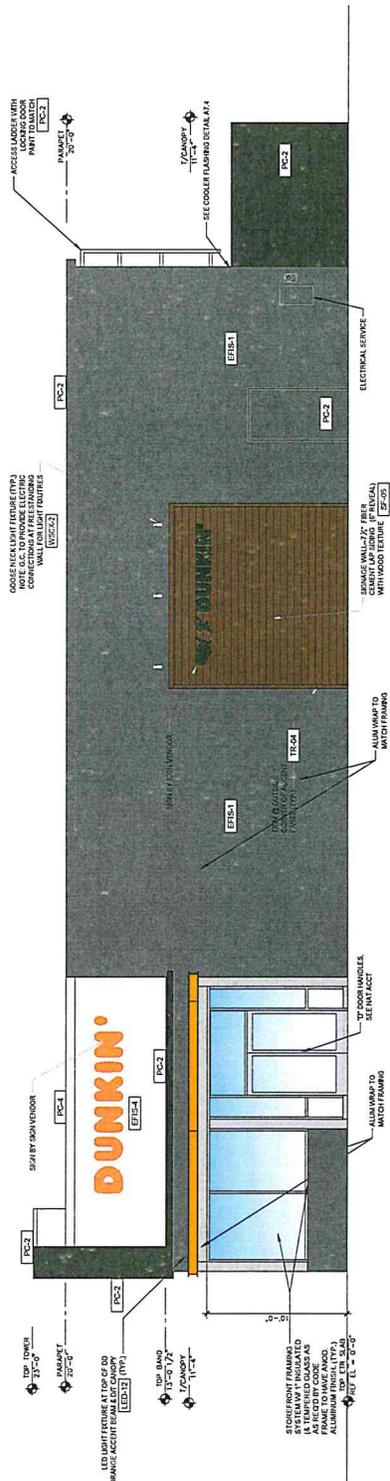
Lagunita Franchise Operations
 Tony@tops.com
 601.940.6914

dunkin'
 brands.
 Kings Highway
 Shreveport, LA
 Store Number: 363xxx

JOHN S VACI, Architect
 1138 BIRMINGHAM ROAD
 BIRMINGHAM, AL 35242
 205.541.7899
 john@johnsvaciarchitect.com



FRONT ELEVATION
 SCALE: 1/4"=1'-0"



SIDE ELEVATION
 SCALE: 1/4"=1'-0"

OPPOSITION

Alice Correa

From: D <sweetercat@aol.com>
Sent: Wednesday, December 15, 2021 3:23 PM
To: Alice Correa
Subject: Re: 21 - 201 C DUNKIN 856 KINGS HIGHWAY

Zoning Change proposed for property
from the property line of Kings Highway Christian Church to Thornhill Avenue

- >
- > This Proposal has two driveways on to Thornhill Avenue, a residential street instead of onto Kings Highway.
- > I am NOT in favor of the increased traffic flow on a residential street.

> Please contact me when this case comes before the Metropolitan Planning Commission.

- >
- > Thank you
- > Donald Sweeters
- > 861 Columbia Street
- > Shreveport, LA 71104
- >
- > (318) 465-2421 Please phone or text
- >

From: D
To: [Alice Correa](#)
Subject: Re: 21 - 201 C DUNKIN 856 KINGS HIGHWAY
Date: Thursday, January 6, 2022 11:38:25 PM

Thank you recognizing my continued opposition to this project and the resultant traffic congestion on a residential street where small children are dropped off and picked up by their parents for St Marks Episcopal School

On Dec 16, 2021, at 8:23 AM, Alice Correa <Alice.Correa@shreveportla.gov> wrote:

Thank you, Mr. Sweeters,

I will include your opposition in the packet for the board.

Alice
Alice G. Correa, AICP
Land Development Coordinator
Planner III
Shreveport-Caddo MPC
Phone: 318-673-6447
alice.correa@shreveportla.gov

We continually strive to improve customer service. Let us know how we are doing by answering this

5-question Customer Satisfaction Survey: <https://goo.gl/forms/lvH2EBHDfTdKP3JN2>

-----Original Message-----

From: D <sweetercat@aol.com>
Sent: Wednesday, December 15, 2021 3:23 PM
To: Alice Correa <Alice.Correa@shreveportla.gov>
Subject: Re: 21 - 201 C DUNKIN 856 KINGS HIGHWAY

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> I am NOT in favor of the increased traffic flow on a residential street.

> Please contact me when this case comes before the Metropolitan Planning Commission.

>

> Thank you

> Donald Sweeters

> 861 Columbia Street

> Shreveport, LA 71104

>

> (318) 465-2421 Please phone or text

>

Kings highway Dunkin Donuts proposed rezoning:

1

1. The purpose of zoning is to protect an area from inappropriate development use or structures, by grouping compatible functions or, look and feel.
2. The north side of the 800 block of Kings Highway is flanked at each end by large church complexes which determines the character of that area. The introduction of a structure that is not compatible as to use and/or character is totally unacceptable.
3. The church needs a new roof and does not have the funds to accomplish this, so it needs to sell their adjoining vacant land to the West. The purchaser wants to build a Dunkin Donut facility there. This is totally out of character with the existing churches located there, The two historic landmarked churches would flank the Drive Through Coffee Shop. This would be terrible, **SPOT ZONING !**
4. The church owns the adjoining vacant lots which could be developed appropriately. As it down the street from the Med school, how about a developer constructing residential condominiums or fine apartment there for the med school to use for faculty or visiting professors? There are other possible sites available at Kings Highway and Highland area that might work for Dunkin Donut, after the zoning change is denied.

Other reasons to not put a drive through coffee shop there:

- A. There will be traffic accidents on Kings Highway at the site. However as this location is not too far the emergency room at the SLSU Medical Center, this might be considered a positive thing.
- B. One could assume that students from Byrd High School or Saint Marks may walk over to the donut outlet, get their drink / snack and walk back to school, dropping the stir stick, cup, or napkins along the way. Who cleans this up? The city, the church or donut outlet, who is responsible for this? Enforced?
- C. Think about: "Donuts R Us" wanting to have a small facility on the Court House Square. It might do a good business, but is it appropriate there? The MPC procedures would engage the surrounding property owners. However this not just them that are impacted, it is the whole community. The same impact of such an undertaking changes the "Look & Feel" of the entire area whether it is on a street, a vacant area, or next to one of our communities' CROWN JEWELS.
- D. What if the Dunkin Donuts closes their outlet and sells or leases the facility to others? Can a massage parlor or any other business take over this space that would be allowed under a new zoning designation?

Conclusions:

- ◆ **Just keep the present zoning.**
- ◆ **Work with the Med School to see if they need the site, for housing or something else.**
- ◆ **Work with developers to investigate an office building or housing <> condominiums?**
- ◆ **This is a community asset, not a street or neighborhood issue.**

THANKS, *Bill*

----- Page One -----

Bill Wiener A.I.A <> 318 / 655-6335 <> Design.Bill@gmail.com

To:

MPC – City Council – Media – and Others

I am very concerned about the appropriateness of rezoning a part of the Kings Highway Christian Church's property for a Dunkin Donut facility. Having graduated first in my class for the 10th term at the Cornell School of Architect & Planning (Urban Design), I have continued to be active in the "Look & Feel" of Shreveport's future. After hearing about the proposal to build a Dunkin Donut café on the land to the West of the existing the Kings Highway Christian Church, (*one of our crown jewels*) I became concerned that this would be adopted because of political pressure rather being rejected as being inappropriate as to scale and use.

I then visited our local Dunkin Donut café and found it to be first class in every way.

It is located in a shopping complex, on a sea of concrete paving with other commercial uses - good zoning.

I then revisited the area for the proposed site and found that there was no way to determine exactly where the planned location of the building would be.

As this is critical information for all to see, I request the following from the MPC:

1. Put up "story poles" at the corners of where the proposed building will be with the top of the poles at the same elevation of the building's roof (at the corners). Assumed a flat roof.
2. Also it would be informative, if the property lines and the curb cuts were marked.
3. I hope that you will require the proponent to submit an elevation of the whole north side of the Kings Highway from Line to Fairfield. An aerial perspective of this area would also be helpful.
4. Can you ask the Church if they considered trying to sell the subject land to the Med School or a developer to use for the purpose of building a residual complex there to meet the needs?

Kings highway Dunkin Donuts proposed rezoning:

1. The purpose of zoning is to protect an area from inappropriate development use or structures, by grouping compatible functions or "look and feel".
2. The north side of the 800 block of Kings Highway is flanked at each end by large Church Complexes which determines the character of that area. The introduction of a structure that is not compatible as to use, size, and/or character is unacceptable.
3. The church needs a new roof and does not have the funds to accomplish this, so it needs to sell their adjoining vacant land to the West. The purchaser wants to build a Dunkin Donut facility there. This is totally out of character with the existing churches located there, The two historic landmarked churches would flank the Drive Through Coffee Shop. Terrible **SPOT ZONING !**
4. The church owns the adjoining vacant lots which could be developed appropriately.
As it down the street from the Med school, how about a developer constructing residential condominiums or fine apartment there for the med school to use for faculty or visiting professors?

Please keep me informed as to all information and all meetings.

Bill Wiener Jr. A.I.A <> 318 / 655-6335 <> Design.Bill@gmail.com

Dunkin Donuts
Shreveport, LA
0161

Trip Generation

Land Use	Total Trips	Units		AM		PM		
		IN	OUT	Total	IN	OUT	Total	
Coffee/Donut Shop with Drive Thru Window (ITE 937)	1850	SF	84	81	165	40	40	80

Land Use	Pass-Bys Percentages		
	AM	PM	Weekday
Coffee/Donut Shop with Drive Thru Window (ITE 937)	49%	50%	50%

A pass-by rate survey was not conducted for this land use in the Trip Generation Manual, therefore the average rates for 934 (Fast-Food Restaurant with Drive-Through Window) were assumed.

Land Use	AM Trips		Out	
	Total	Pass-By	Total	Pass-By
Coffee/Donut Shop with Drive Thru Window (ITE 937)	84	41	43	81

Land Use	PM Trips			Out		
	Total	Pass-By	New	Total	Pass-By	New
Coffee/Donut Shop with Drive Thru Window (ITE 937)	40	20	20	40	20	20

Table E.31 Pass-By and Non-Pass-By Trips Weekday, AM Peak Period
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window

SEATS	SIZE (1,000 sq ft)	LOCATION	WEEKDAY START DATE	WEEKDAY END DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIPS (%)	ADJ. STREET FRONT VOLUME	SOURCE		
—	4.5	Chicago suburbs IL	1987	1987	84	7:00-9:30 a.m.	44	—	56	Hong, Orlans Humel, Brook		
80	1.4	Louisville area, KY	1993	1993	—	7:00-9:30 a.m.	22	10	30	Baron-Aschman Assoc.		
100	3.0	Louisville, KY	1993	1993	—	7:00-9:30 a.m.	32	47	21	69	Baron-Aschman Assoc.	
87	4.2	New Albany, IN	1993	1993	—	7:00-9:30 a.m.	46	23	31	54	1,980	Baron-Aschman Assoc.
100	3.0	Louisville area, KY	1993	1993	—	7:00-9:30 a.m.	43	14	43	57	2,803	Baron-Aschman Assoc.
—	3.3	various	1996	1996	—	6:00-9:00 a.m.	68	—	32	—	—	Oracle Engineering

Average Pass-By Trip Percentage: 49
— means no data were provided

Table E.32 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window

SEATS	SIZE (1,000 sq ft)	LOCATION	WEEKDAY START DATE	WEEKDAY END DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIPS (%)	ADJ. STREET FRONT VOLUME	SOURCE		
—	7.6	200501, Franklin, LA	1984	1984	60	2:00-7:00 p.m.	25	27	44	74	—	—
—	4.0	Chicago suburbs, IL	1987	1987	130	2:00-6:00 p.m.	56	—	—	46	—	—
—	4.0	Chicago suburbs, IL	1987	1987	156	2:00-6:00 p.m.	53	—	—	44	—	—
—	4.0	Chicago suburbs, IL	1987	1987	222	2:00-6:00 p.m.	40	—	—	52	—	—
—	4.0	Chicago suburbs, IL	1987	1987	80	2:00-6:00 p.m.	35	—	—	52	—	—
—	4.0	Chicago suburbs, IL	1987	1987	64	2:00-6:00 p.m.	44	—	—	56	—	—
—	4.0	Chicago suburbs, IL	1989	1989	—	4:00-6:00 p.m.	46	21	12	12	—	2,095
128	1.1	Louisville area, KY	1997	1997	31	4:00-6:00 p.m.	67	24	6	13	—	2,462
67	4.2	Woodbury, NY	1992	1992	—	4:00-6:00 p.m.	50	23	13	44	—	1,638
128	1.2	Louisville area, KY	1993	1993	—	4:00-6:00 p.m.	41	31	34	60	—	4,290
—	3.1	Kokomo, IN	1983	1983	20	2:00-6:00 p.m.	71	—	—	28	—	—
—	3.1	Avon, IN	1986	1986	25	2:00-6:00 p.m.	51	—	—	32	—	—
—	2.8	Woodbury, NY	1990	1990	42	2:00-6:00 p.m.	60	—	—	34	—	—
—	4.1	Louisville area, KY	1988	1988	88	2:00-6:00 p.m.	62	—	—	38	—	—
—	3.2	Avon, IN	1986	1986	38	2:00-6:00 p.m.	40	36	21	40	—	—
—	2.3	Woodbury, NY	1990	1990	27	2:00-6:00 p.m.	43	41	13	53	—	—
—	3.2*	Woodbury, NY	1990	1990	42	4:00-6:00 p.m.	62	—	—	38	—	—

Average of several combined studies
Average Pass-By Trip Percentage: 50
— means no data were provided



Phone: 225.223.6685



Mailing Address:
P.O. box 14269
Baton rouge, LA 70898



vecturacs.com

January 31, 2022

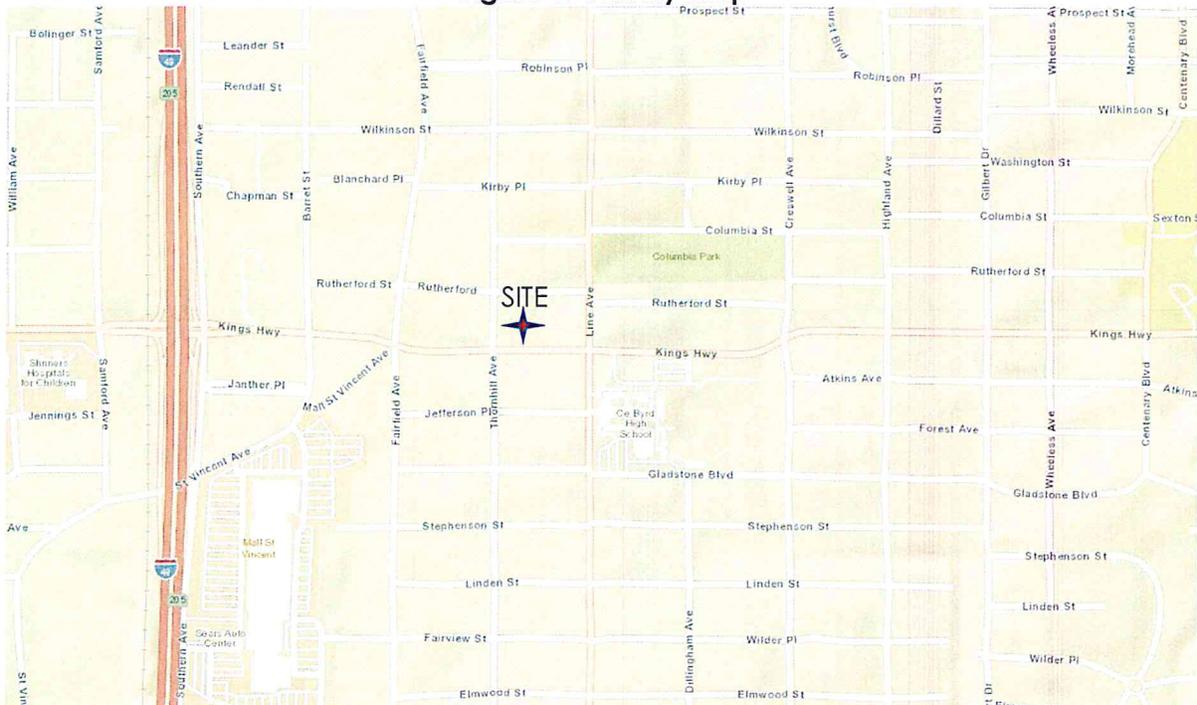
Mr. Damon Dunn
Lagunita Franchise Group, LLC

RE: Traffic Impact Analysis for Proposed Dunkin' Donuts – Kings Hwy – Shreveport, LA

Dear Mr. Dunn,

This technical memorandum summarizes the findings of a traffic impact analysis conducted for a proposed 1,850 square foot Dunkin' Donuts Coffee and Donut Shop to be located on the north side of Kings Highway between Thornhill Avenue and Line Avenue in Shreveport, Louisiana. The goal of this analysis is to determine the impacts, if any, that the site will have on the adjacent road segment of Kings Highway. A vicinity map of the site is presented in **Figure 1**.

Figure 1. Vicinity Map

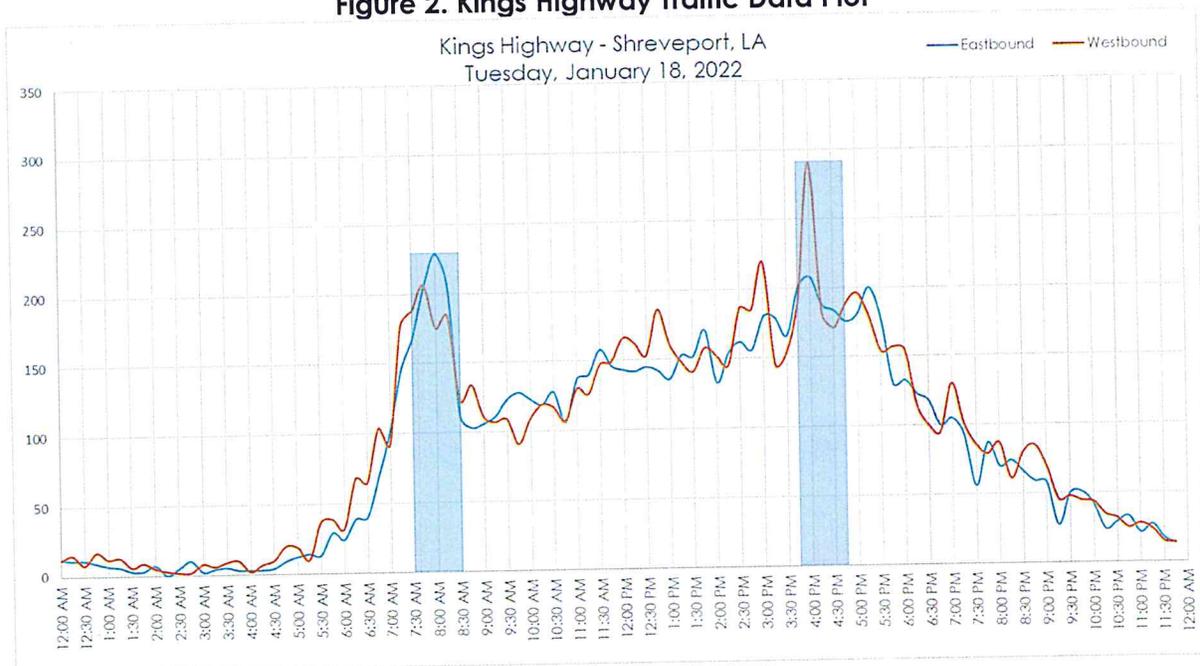


Existing Conditions

Kings Highway in the vicinity of the proposed site is a four-lane, undivided roadway with curb and gutter drainage and 10' lanes. The posted speed limit of Kings Highway is 35 miles per hour.

Existing traffic data was collected on Kings Highway on Tuesday, January 18, 2022 where typical traffic conditions were noted and school was in session. The AM and PM peak hours for a typical day on Kings Highway were found to be 7:30 AM - 8:30 AM and 3:45 PM - 4:45 PM, respectively. **Figure 2** presents a graph that illustrates the 15-minute traffic trends by direction along Kings Highway with the identified peak hours. The raw traffic data that was collected is included as an attachment to this memo.

Figure 2. Kings Highway Traffic Data Plot



The existing peak hour volumes along Kings Highway are presented in **Table 1**.

Table 1. Existing Peak Hour Traffic (vehicles per hour)

	AM	PM
Eastbound	808	781
Wesbound	753	836

Build Conditions

The amount of traffic forecasted to be attracted to the proposed Dunkin' Donuts was based on a collection of public and private sector traffic surveys published in the 10th Edition of the *ITE Trip Generation Manual*. The data reported in this manual is nationally accepted as a basis for estimating traffic for the purposes of preparing traffic impact analyses. ITE Land Use 937, "Coffee/Donut Shop with Drive-Through Window" was

consulted using on the independent variable gross floor area. Since the site includes a drive-through window and is expected to operate similar to a fast-food restaurant with a drive-through window (Land Use 934), it is reasonable to assume that a percentage of the total trips generated by the site will be pass-by trips. Standard practice in traffic analysis is to recognize that not all inbound and outbound trips to the proposed site will be “new” trips on the roadway system in the vicinity of the proposed project. Some trips to the project site will consist of “pass-by” trips, which are motorists who are already traveling on the roadway from one place to another. Common pass-by trips for fast-food restaurants would be individuals who stop at the project site on the way to or from work/school. The ITE Trip Generation Handbook 3rd Edition provides data for estimating pass-by rates for fast-food restaurants with a drive-thru window (Land Use 934). According to the manual, 49% of the AM peak hour total trips and 50% of PM peak hour total trips are pass-by trips. **Table 2** presents the trip generation estimates for the proposed Dunkin' Donuts. Trip Generation Documentation is included as an attachment.

Table 2. Trip Generation Estimates

	Overall	Enter			Exit		
		Total	Pass-By	New	Total	Pass-By	New
AM Peak Hour	165	84	41	43	81	40	41
PM Peak Hour	80	40	20	20	40	20	20

Table 3 presents the estimated total traffic along Kings Highway when the Dunkin' Donuts is operational.

Table 3. Future Peak Hour Traffic (vehicles per hour)

	AM	PM
Eastbound	830	791
Westbound	774	846

A graphical representation of the peak hour trip distribution process is included in as an attachment.

HCM Capacity Analysis

The *Highway Capacity Manual, 6th Edition* software package HCS7 was used for multilane highway analysis to compare the traffic conditions along Kings Highway under Pre- and Post-Development Conditions. A multilane highway segment such as Kings Highway can be characterized by the service measure density in passenger cars per mile per lane. **Table 4** presents the level of service (LOS) criteria for multilane highways.

Table 4. LOS Criteria

LOS	Density (pc/mi/ln)
A	≤ 11
B	>11-18
C	>18-26
D	>26-35
E	>35-45
F	Demand exceeds capacity OR density >45

Table 5 presents the multilane highway capacity analysis results for Kings Highway under existing conditions and future conditions (with the Dunkin' Donuts).

Table 5. Kings Highway Multilane Capacity Analysis

		Existing			Future		
		v/c	Density (pc/mi/ln)	LOS	v/c	Density (pc/mi/ln)	LOS
AM Peak	Eastbound	0.25	16.8	B	0.26	17.3	B
	Westbound	0.22	13.5	B	0.23	13.9	B
PM Peak	Eastbound	0.23	15.1	B	0.23	15.3	B
	Westbound	0.31	18.9	C	0.32	19.1	C

A review of the capacity analysis results indicates that the immediate segment of Kings Highway adjacent to the proposed site location will continue to operate with acceptable levels of service with the addition of the Dunkin' Donuts. The analysis documentation is included as an attachment.

In conclusion, the Dunkin' Donuts site is not anticipated to result in any adverse traffic impacts along the Kings Highway.

This traffic statement and its attachments are sincerely submitted by:



Reece Rodrigue, PE, PTOE
Project Engineer

Attachments

MetroCount Vehicle Counts

Kings Highway e/o Thornhill Ave EB

Profile:

Filter time: 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

Speed range: 5 - 100 mph.

Direction: East (bound), P = East, Lane = 0-16

Separation: Headway > 0 sec, Span 0 - 300 ft

Name: Default Profile

Scheme: Vehicle classification (Scheme F2)

Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Tuesday, January 18, 2022 - Total=8586, 15 minute drops

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
43	19	22	14	19	68	172	618	650	468	476	581	572	612	605	726	756	689	474	341	269	186	128	78	
12	7	7	2	3	12	24	101	229	106	123	137	143	136	133	180	208	181	133	105	70	58	42	21	8
11	6	0	4	3	14	39	145	207	111	119	140	142	153	154	179	188	200	123	93	74	27	24	27	13
11	3	5	5	4	13	40	168	111	123	128	158	145	152	162	166	184	178	118	56	66	50	29	17	8
9	3	10	3	9	29	69	204	103	128	106	146	142	171	156	201	176	130	100	87	59	51	33	13	13

AM Peak 0730 - 0830 (808), AM PHF=0.88 PM Peak 1545 - 1645 (781), PM PHF=0.94

MetroCount Classification Count

Kings Highway e/o Thornhill Ave EB

Profile:
Filter time: 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022 (1)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 5 - 100 mph.
Direction: East (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 300 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F2)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Tuesday, January 18, 2022

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
<--														
0000	12	0	10	2	0	0	0	0	0	0	0	0	0	0
0015	11	0	10	1	0	0	0	0	0	0	0	0	0	0
0030	11	0	9	2	0	0	0	0	0	0	0	0	0	0
0045	9	0	7	1	0	1	0	0	0	0	0	0	0	0
0100	7	0	6	1	0	0	0	0	0	0	0	0	0	0
0115	6	0	5	1	0	0	0	0	0	0	0	0	0	0
0130	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0145	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0200	7	0	7	0	0	0	0	0	0	0	0	0	0	0
0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0230	5	0	3	2	0	0	0	0	0	0	0	0	0	0
0245	10	0	7	3	0	0	0	0	0	0	0	0	0	0
0300	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0315	4	0	3	1	0	0	0	0	0	0	0	0	0	0
0330	5	0	5	0	0	0	0	0	0	0	0	0	0	0
0345	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0400	3	0	2	1	0	0	0	0	0	0	0	0	0	0
0415	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0430	4	0	3	1	0	0	0	0	0	0	0	0	0	0
0445	9	0	8	1	0	0	0	0	0	0	0	0	0	0
0500	12	0	10	2	0	0	0	0	0	0	0	0	0	0
0515	14	0	12	2	0	0	0	0	0	0	0	0	0	0
0530	13	0	8	4	0	0	0	0	1	0	0	0	0	0
0545	29	0	25	3	0	1	0	0	0	0	0	0	0	0
0600	24	0	16	8	0	0	0	0	0	0	0	0	0	0
0615	39	0	33	5	1	0	0	0	0	0	0	0	0	0
0630	40	0	35	4	0	0	1	0	0	0	0	0	0	0
0645	69	0	56	9	2	2	0	0	0	0	0	0	0	0
0700	101	0	83	17	0	0	1	0	0	0	0	0	0	0
0715	145	0	119	20	1	2	2	0	1	0	0	0	0	0
0730	168	1	129	30	1	3	3	0	0	1	0	0	0	0
0745	204	0	172	25	1	3	3	0	0	0	0	0	0	0
0800	229	0	175	43	2	8	1	0	0	0	0	0	0	0
0815	207	0	175	22	1	5	2	1	1	0	0	0	0	0
0830	111	0	84	23	1	2	0	0	1	0	0	0	0	0
0845	103	0	81	17	0	3	1	0	1	0	0	0	0	0
0900	106	0	83	20	0	2	1	0	0	0	0	0	0	0
0915	111	0	93	14	0	3	0	0	1	0	0	0	0	0
0930	123	0	95	24	0	4	0	0	0	0	0	0	0	0
0945	128	0	97	23	0	6	0	0	1	1	0	0	0	0
1000	123	0	87	29	0	6	0	0	1	0	0	0	0	0
1015	119	0	90	23	0	6	0	0	0	0	0	0	0	0
1030	128	1	94	25	1	6	0	0	1	0	0	0	0	0
1045	106	0	78	22	0	5	1	0	0	0	0	0	0	0
1100	137	0	102	32	0	2	1	0	0	0	0	0	0	0
1115	140	0	114	26	0	0	0	0	0	0	0	0	0	0
1130	158	0	124	29	2	3	0	0	0	0	0	0	0	0
1145	146	0	115	24	0	4	1	1	1	0	0	0	0	0
1200	143	0	119	21	0	2	1	0	0	0	0	0	0	0
1215	142	0	115	27	0	0	0	0	0	0	0	0	0	0
1230	145	0	121	20	0	3	1	0	0	0	0	0	0	0
1245	142	0	113	25	0	4	0	0	0	0	0	0	0	0
1300	136	0	110	25	0	1	0	0	0	0	0	0	0	0
1315	153	0	125	25	0	2	0	1	0	0	0	0	0	0

1330	152	0	121	28	0	2	1	0	0	0	0	0	0	0
1345	171	0	134	31	0	6	0	0	0	0	0	0	0	0
1400	133	0	107	22	0	2	0	0	1	1	0	0	0	0
1415	154	1	118	29	1	3	1	1	0	0	0	0	0	0
1430	162	0	135	24	0	3	0	0	0	0	0	0	0	0
1445	156	0	128	23	0	5	0	0	0	0	0	0	0	0
1500	180	1	145	31	1	2	0	0	0	0	0	0	0	0
1515	179	0	140	35	2	2	0	0	0	0	0	0	0	0
1530	166	0	140	22	1	3	0	0	0	0	0	0	0	0
1545	201	0	169	27	1	2	1	0	1	0	0	0	0	0
1600	208	0	164	35	0	7	1	0	1	0	0	0	0	0
1615	188	0	155	27	1	5	0	0	0	0	0	0	0	0
1630	184	0	146	30	0	7	0	0	0	1	0	0	0	0
1645	176	0	142	31	0	2	1	0	0	0	0	0	0	0
1700	181	1	152	22	1	5	0	0	0	0	0	0	0	0
1715	200	0	166	32	0	2	0	0	0	0	0	0	0	0
1730	178	0	147	25	0	5	0	0	1	0	0	0	0	0
1745	130	0	100	27	0	3	0	0	0	0	0	0	0	0
1800	133	0	110	20	0	2	0	0	1	0	0	0	0	0
1815	123	0	98	24	0	1	0	0	0	0	0	0	0	0
1830	118	1	99	14	0	4	0	0	0	0	0	0	0	0
1845	100	1	79	17	0	3	0	0	0	0	0	0	0	0
1900	105	0	90	14	0	1	0	0	0	0	0	0	0	0
1915	93	0	78	11	0	4	0	0	0	0	0	0	0	0
1930	56	0	46	9	0	1	0	0	0	0	0	0	0	0
1945	87	0	73	13	0	1	0	0	0	0	0	0	0	0
2000	70	0	55	12	0	2	0	1	0	0	0	0	0	0
2015	74	0	52	18	0	3	1	0	0	0	0	0	0	0
2030	66	0	58	6	0	2	0	0	0	0	0	0	0	0
2045	59	0	47	10	0	2	0	0	0	0	0	0	0	0
2100	58	0	52	6	0	0	0	0	0	0	0	0	0	0
2115	27	0	21	4	0	1	0	0	0	1	0	0	0	0
2130	50	0	39	10	0	1	0	0	0	0	0	0	0	0
2145	51	0	41	7	0	3	0	0	0	0	0	0	0	0
2200	42	0	29	11	0	2	0	0	0	0	0	0	0	0
2215	24	0	19	5	0	0	0	0	0	0	0	0	0	0
2230	29	0	22	6	1	0	0	0	0	0	0	0	0	0
2245	33	0	29	3	0	1	0	0	0	0	0	0	0	0
2300	21	0	16	4	0	1	0	0	0	0	0	0	0	0
2315	27	0	27	0	0	0	0	0	0	0	0	0	0	0
2330	17	0	17	0	0	0	0	0	0	0	0	0	0	0
2345	13	0	11	1	0	1	0	0	0	0	0	0	0	0

In profile: Vehicles = 8586

MetroCount Vehicle Counts

Kings Highway e/o Thornhill Ave WB

Profile:

Filter time: 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

Speed range: 5 - 100 mph.

Direction: West (bound), P = East, Lane = 0-16

Separation: Headway > 0 sec, Span 0 - 300 ft

Name: Default Profile

Scheme: Vehicle classification (Scheme F2)

Units: Non metric (ft, mi, ft/s, mph, lb, ton)

In profile: Vehicles = 9022

Tuesday, January 18, 2022 - Total=9022, 15 minute drops

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
52	40	12	33	39	105	269	663	616	418	452	552	667	608	668	711	831	686	465	396	313	209	136	81	
12	12	5	8	2	19	32	92	175	111	109	130	166	161	152	219	290	196	155	130	87	70	44	28	19
15	13	3	6	7	10	68	177	184	107	119	126	162	148	145	145	182	179	115	101	61	46	35	24	19
8	6	2	9	10	37	65	188	123	109	117	147	153	141	186	154	171	154	100	86	80	48	32	15	12
17	9	2	10	20	39	104	206	134	91	107	149	186	158	185	193	188	157	95	79	85	45	25	14	3

AM Peak 0730 - 0830 (753), AM PHF=0.91 PM Peak 1545 - 1645 (836), PM PHF=0.72

MetroCount Classification Count

Kings Highway e/o Thornhill Ave **WB**

Profile:

Filter time: 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022 (1)

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

Speed range: 5 - 100 mph.

Direction: West (bound), P = East, Lane = 0-16

Separation: Headway > 0 sec, Span 0 - 300 ft

Name: Default Profile

Scheme: Vehicle classification (Scheme F2)

Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Tuesday, January 18, 2022

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
<--														
0000	12	0	11	1	0	0	0	0	0	0	0	0	0	0
0015	15	0	12	2	0	0	0	0	0	1	0	0	0	0
0030	8	0	8	0	0	0	0	0	0	0	0	0	0	0
0045	17	0	16	1	0	0	0	0	0	0	0	0	0	0
0100	12	0	8	4	0	0	0	0	0	0	0	0	0	0
0115	13	0	13	0	0	0	0	0	0	0	0	0	0	0
0130	6	0	5	1	0	0	0	0	0	0	0	0	0	0
0145	9	0	8	1	0	0	0	0	0	0	0	0	0	0
0200	5	0	5	0	0	0	0	0	0	0	0	0	0	0
0215	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0230	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0245	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0300	8	0	7	1	0	0	0	0	0	0	0	0	0	0
0315	6	0	5	1	0	0	0	0	0	0	0	0	0	0
0330	9	0	7	1	0	1	0	0	0	0	0	0	0	0
0345	10	0	8	2	0	0	0	0	0	0	0	0	0	0
0400	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0415	7	0	6	1	0	0	0	0	0	0	0	0	0	0
0430	10	0	6	4	0	0	0	0	0	0	0	0	0	0
0445	20	0	16	3	1	0	0	0	0	0	0	0	0	0
0500	19	0	12	7	0	0	0	0	0	0	0	0	0	0
0515	10	0	7	3	0	0	0	0	0	0	0	0	0	0
0530	37	0	32	5	0	0	0	0	0	0	0	0	0	0
0545	39	0	26	10	0	3	0	0	0	0	0	0	0	0
0600	32	0	22	8	1	1	0	0	0	0	0	0	0	0
0615	68	0	55	11	0	2	0	0	0	0	0	0	0	0
0630	65	0	51	11	1	2	0	0	0	0	0	0	0	0
0645	104	0	88	13	0	2	1	0	0	0	0	0	0	0
0700	92	1	78	13	0	0	0	0	0	0	0	0	0	0
0715	177	0	145	28	1	3	0	0	0	0	0	0	0	0
0730	188	0	155	28	1	4	0	0	0	0	0	0	0	0
0745	206	1	165	35	1	2	0	1	1	0	0	0	0	0
0800	175	0	140	28	0	5	1	0	1	0	0	0	0	0
0815	184	0	153	26	0	4	1	0	0	0	0	0	0	0
0830	123	0	92	25	1	5	0	0	0	0	0	0	0	0
0845	134	0	109	22	1	1	1	0	0	0	0	0	0	0
0900	111	1	77	29	0	3	0	0	1	0	0	0	0	0
0915	107	0	80	22	1	3	0	0	0	1	0	0	0	0
0930	109	0	83	19	0	6	0	0	1	0	0	0	0	0
0945	91	0	71	15	1	2	0	0	1	1	0	0	0	0
1000	109	0	85	19	0	3	0	1	1	0	0	0	0	0
1015	119	0	91	20	0	6	1	0	0	1	0	0	0	0
1030	117	0	100	16	0	0	1	0	0	0	0	0	0	0
1045	107	0	85	18	1	0	0	0	3	0	0	0	0	0
1100	130	0	91	33	1	5	0	0	0	0	0	0	0	0
1115	126	0	97	24	0	2	2	0	1	0	0	0	0	0
1130	147	0	116	24	0	7	0	0	0	0	0	0	0	0
1145	149	0	118	28	0	2	0	0	1	0	0	0	0	0
1200	166	0	121	42	1	2	0	0	0	0	0	0	0	0
1215	162	0	123	36	0	2	1	0	0	0	0	0	0	0
1230	153	0	119	28	1	4	0	0	1	0	0	0	0	0
1245	186	0	158	27	0	1	0	0	0	0	0	0	0	0
1300	161	1	119	33	1	6	0	0	1	0	0	0	0	0
1315	148	0	122	18	0	6	2	0	0	0	0	0	0	0

1330	141	0	117	18	0	5	1	0	0	0	0	0	0	0
1345	158	0	129	23	0	6	0	0	0	0	0	0	0	0
1400	152	0	121	25	1	4	1	0	0	0	0	0	0	0
1415	145	0	116	26	0	2	0	0	1	0	0	0	0	0
1430	186	0	146	35	0	5	0	0	0	0	0	0	0	0
1445	185	0	139	38	1	5	0	0	2	0	0	0	0	0
1500	219	0	179	32	1	6	0	1	0	0	0	0	0	0
1515	145	0	118	22	0	5	0	0	0	0	0	0	0	0
1530	154	0	121	30	1	2	0	0	0	0	0	0	0	0
1545	193	0	156	30	0	2	3	0	2	0	0	0	0	0
1600	290	1	243	39	1	6	0	0	0	0	0	0	0	0
1615	182	0	160	15	0	5	2	0	0	0	0	0	0	0
1630	171	1	131	38	0	1	0	0	0	0	0	0	0	0
1645	188	0	157	26	1	4	0	0	0	0	0	0	0	0
1700	196	0	164	28	0	4	0	0	0	0	0	0	0	0
1715	179	0	135	39	0	3	2	0	0	0	0	0	0	0
1730	154	0	120	26	0	5	3	0	0	0	0	0	0	0
1745	157	0	130	23	0	3	1	0	0	0	0	0	0	0
1800	155	0	123	30	0	2	0	0	0	0	0	0	0	0
1815	115	0	96	19	0	0	0	0	0	0	0	0	0	0
1830	100	0	85	14	0	1	0	0	0	0	0	0	0	0
1845	95	0	84	9	0	2	0	0	0	0	0	0	0	0
1900	130	0	103	24	0	3	0	0	0	0	0	0	0	0
1915	101	0	83	16	0	2	0	0	0	0	0	0	0	0
1930	86	0	72	11	0	3	0	0	0	0	0	0	0	0
1945	79	0	63	13	1	2	0	0	0	0	0	0	0	0
2000	87	0	68	17	0	2	0	0	0	0	0	0	0	0
2015	61	0	52	7	0	2	0	0	0	0	0	0	0	0
2030	80	0	71	7	1	0	1	0	0	0	0	0	0	0
2045	85	1	72	9	0	3	0	0	0	0	0	0	0	0
2100	70	0	57	11	0	2	0	0	0	0	0	0	0	0
2115	46	0	39	7	0	0	0	0	0	0	0	0	0	0
2130	48	0	40	5	0	3	0	0	0	0	0	0	0	0
2145	45	0	33	10	0	2	0	0	0	0	0	0	0	0
2200	44	0	40	2	0	2	0	0	0	0	0	0	0	0
2215	35	0	23	12	0	0	0	0	0	0	0	0	0	0
2230	32	0	26	5	0	1	0	0	0	0	0	0	0	0
2245	25	0	21	4	0	0	0	0	0	0	0	0	0	0
2300	28	0	22	5	0	1	0	0	0	0	0	0	0	0
2315	24	0	21	2	0	1	0	0	0	0	0	0	0	0
2330	15	0	14	1	0	0	0	0	0	0	0	0	0	0
2345	14	0	11	3	0	0	0	0	0	0	0	0	0	0

In profile: Vehicles = 9022

Land Use: 937

Coffee/Donut Shop with Drive-Through Window

Description

This land use includes single-tenant coffee and donut restaurants with drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. Some sites may also sell newspapers, music, CDs, and books. The coffee and donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening. Also, limited indoor seating is generally provided for patrons; however, table service is not provided. Coffee/donut shop without drive-through window (Land Use 936), coffee/donut shop with drive-through window and no indoor seating (Land Use 938), bread/donut/bagel shop without drive-through window (Land Use 939), and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

Additional Data

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Colorado, Connecticut, Illinois, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New York, Ontario (CAN), Pennsylvania, Quebec (CAN), Tennessee, Vermont, Washington, and Wisconsin.

Specialized Land Use Data

One study provided data for a coffee/donut shop with a drive-through window that also sells donuts and ice cream (source 617). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 3,300 square feet. It generated 425 vehicle trips during the weekday AM peak hour of adjacent street traffic, and 236 vehicle trips during the weekday PM peak hour of adjacent street traffic.

Source Numbers

594, 599, 615, 617, 618, 621, 622, 635, 639, 712, 714, 725, 726, 728, 853, 854, 892, 903, 928, 959, 979, 982

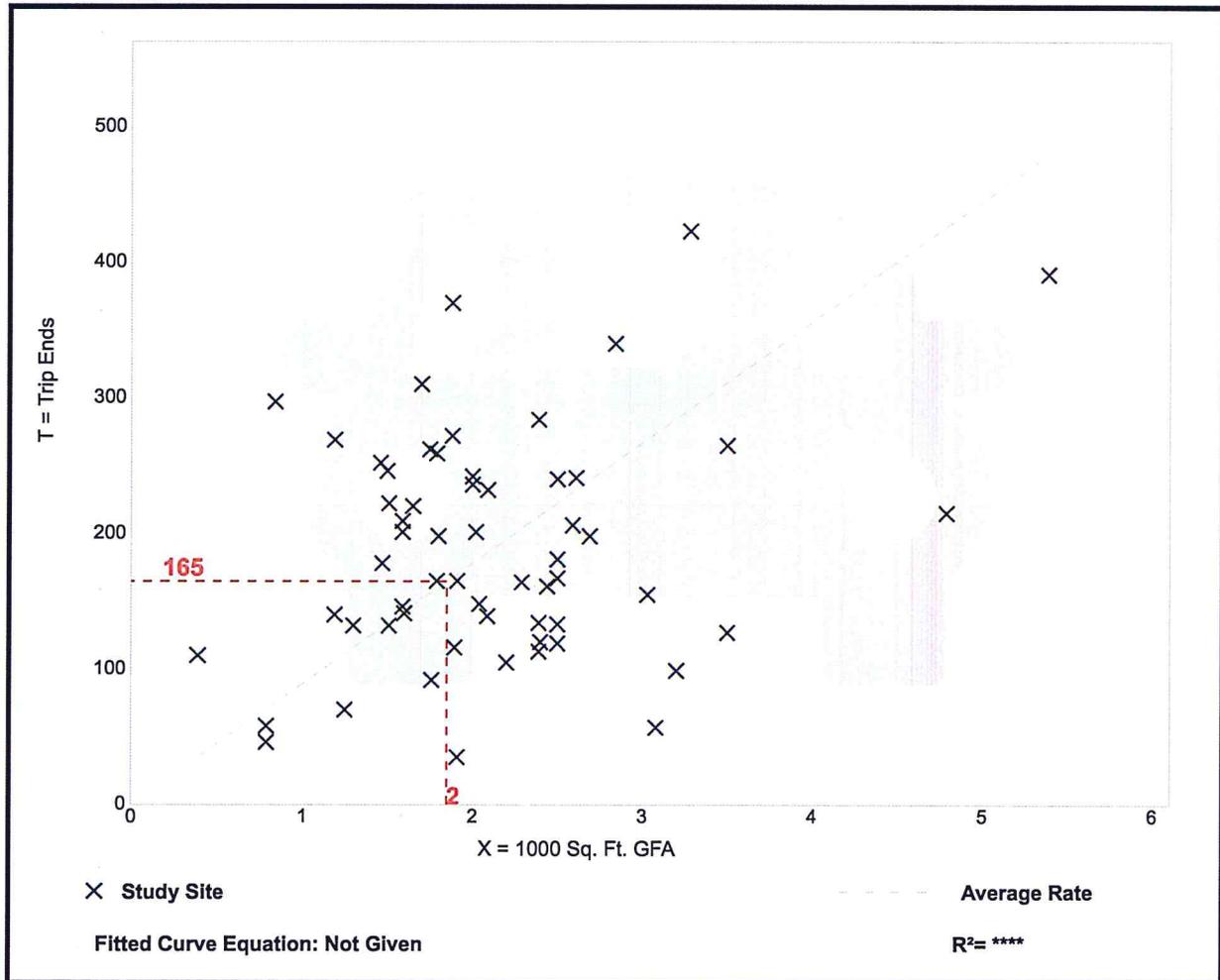
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 61
 Avg. 1000 Sq. Ft. GFA: 2
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
88.99	18.32 - 353.57	48.19

Data Plot and Equation



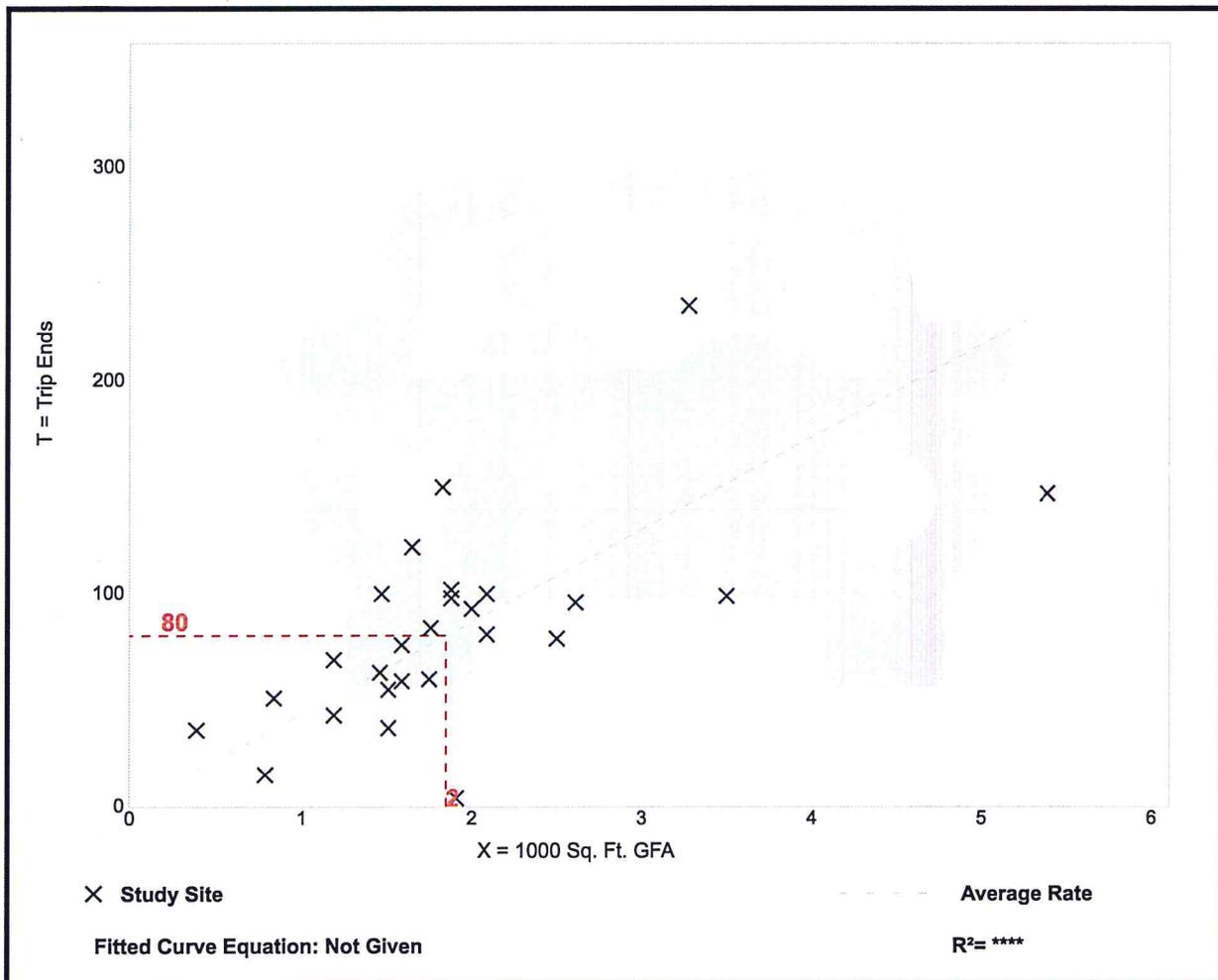
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 26
 Avg. 1000 Sq. Ft. GFA: 2
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
43.38	2.09 - 92.31	18.88

Data Plot and Equation



**Table E.31 Pass-By and Non-Pass-By Trips Weekday, AM Peak Period
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window**

SEATS	SIZE (1,000 SQ. FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIPS (%)			ADJ. STREET PEAK HOUR VOLUME	SOURCE
							PRIMARY	DIVERTED	TOTAL		
—	<5	Chicago suburbs, IL	1987	64	7:00–9:00 a.m.	44	—	—	56	—	Kenig, O'Hara, Humes, Flock
88	1.4	Louisville area, KY	1993	—	7:00–9:00 a.m.	62	22	16	38	1,407	Barton-Aschman Assoc.
100	3.6	Louisville, KY	1993	—	7:00–9:00 a.m.	32	47	21	68	437	Barton-Aschman Assoc.
87	4.2	New Albany, IN	1993	—	7:00–9:00 a.m.	46	23	31	54	1,049	Barton-Aschman Assoc.
150	3.0	Louisville area, KY	1993	—	7:00–9:00 a.m.	43	14	43	57	2,903	Barton-Aschman Assoc.
—	3.3	varies	1996	—	6:00–9:00 a.m.	68	—	—	32	—	Oracle Engineering

Average Pass-By Trip Percentage: 49

“—” means no data were provided

**Table E.32 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window**

SEATS	SIZE (1,000 SQ FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS- BY TRIP (%)	NON-PASS-BY TRIPS (%)			ADJ. STREET PEAK HOUR VOLUME	SOURCE
							PRIMARY	DIVERTED	TOTAL		
—	<2.6	Minn-St. Paul, MN	1987	50	3:00–7:00 p.m.	25	27	48	75	—	—
—	<5.0	Chicago suburbs, IL	1987	80	3:00–6:00 p.m.	38	—	—	62	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	100	3:00–6:00 p.m.	55	—	—	46	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	159	3:00–6:00 p.m.	56	—	—	44	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	225	3:00–6:00 p.m.	48	—	—	52	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	88	3:00–6:00 p.m.	35	—	—	65	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	84	3:00–6:00 p.m.	44	—	—	56	—	Kenig, O'Hara, Humes, Flock
88	1.3	Louisville area, KY	1993	—	4:00–6:00 p.m.	68	22	10	32	2,055	Barton- Aschman Assoc.
120	1.9	Louisville area, KY	1993	33	4:00–6:00 p.m.	67	24	9	33	2,447	Barton- Aschman Assoc.
87	4.2	New Albany, IN	1993	—	4:00–6:00 p.m.	56	25	19	44	1,632	Barton- Aschman Assoc.
150	3.0	Louisville area, KY	1993	—	4:00–6:00 p.m.	31	31	38	69	4,250	Barton- Aschman Assoc.
—	3.1	Kissimmee, FL	1995	26	2:00–6:00 p.m.	71	—	—	29	—	TPD Inc.
—	3.1	Apopka, FL	1996	29	2:00–6:00 p.m.	38	—	—	62	—	TPD Inc.
—	2.8	Winter Springs, FL	1995	47	2:00–6:00 p.m.	66	—	—	34	—	TPD Inc.
—	4.3	Longwood, FL	1994	304	2:00–6:00 p.m.	62	—	—	38	—	TPD Inc.
—	3.2	Altamonte Springs, FL	1996	202	2:00–6:00 p.m.	40	39	21	60	—	TPD Inc.
—	2.9	Winter Park, FL	1996	271	2:00–6:00 p.m.	41	41	18	59	—	TPD Inc.
—	3.3*	several	1996	varies	4:00–6:00 p.m.	62	—	—	38	—	Oracle Engineering

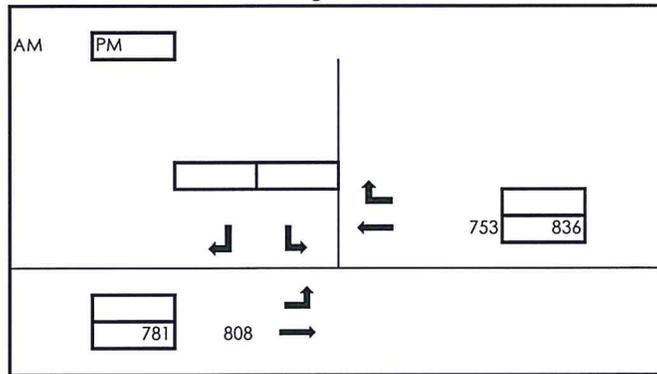
*Average of several combined studies.

Average Pass-By Trip Percentage: 50

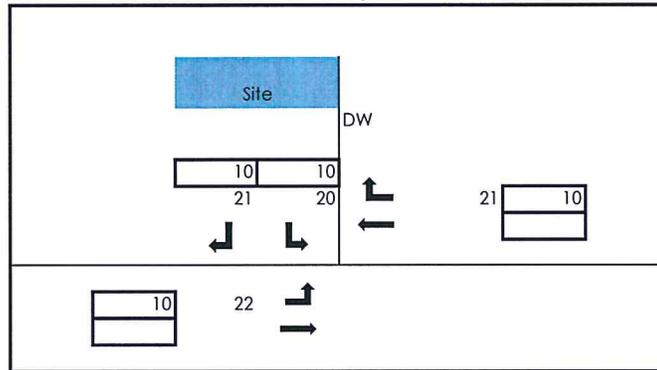
“—” means no data were provided

Trip Distribution Representation

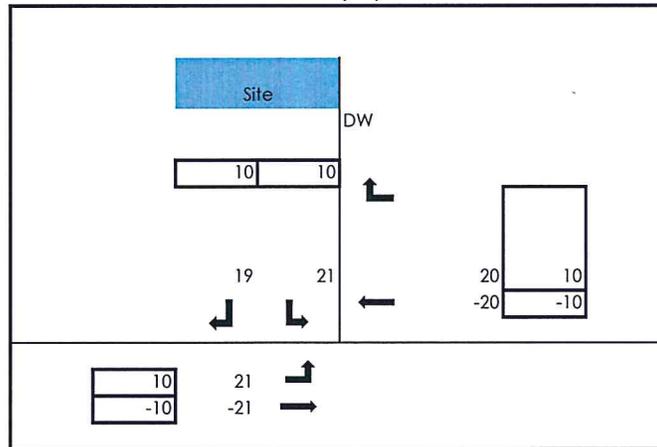
Existing Conditions



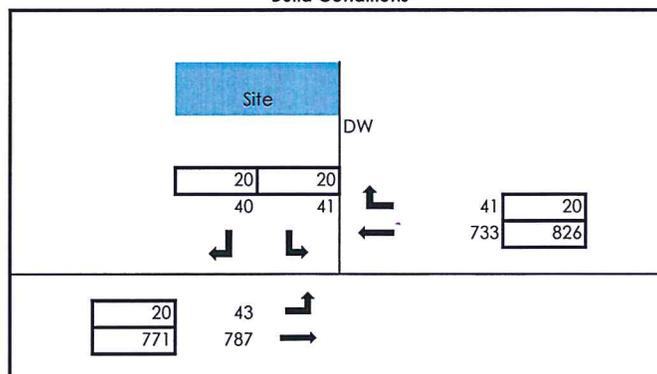
New Trips



Pass-By Trips



Build Conditions



HCS7 Multilane Highway Report

Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	AM Peak Hour Existing
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

Direction 1 Demand and Capacity

Volume(V) veh/h	808	Heavy Vehicle Adjustment Factor (fHV)	0.962
Peak Hour Factor	0.88	Flow Rate (V _p), pc/h/ln	477
Total Trucks, %	4.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (c _{adj}), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.25

Direction 1 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	16.8
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	7.5		

Direction 1 Bicycle LOS

Flow Rate in Outside Lane (VOL),veh/h	459	Effective Speed Factor (St)	3.84
Effective Width of Volume (W _v), ft	10	Bicycle LOS Score (BLOS)	5.35
Average Effective Width (W _e), ft	10	Bicycle Level of Service (LOS)	E

Direction 2 Geometric Data			
Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		
Direction 2 Adjustment Factors			
Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		
Direction 2 Demand and Capacity			
Volume(V) veh/h	753	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.91	Flow Rate (Vp), pc/h/ln	426
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.22
Direction 2 Speed and Density			
Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	13.5
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	4.3		
Direction 2 Bicycle LOS			
Flow Rate in Outside Lane (vOL),veh/h	459	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.35
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

HCS7 Multilane Highway Report

Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	PM Peak Hour Existing
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

Direction 1 Demand and Capacity

Volume(V) veh/h	781	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.94	Flow Rate (V _p), pc/h/ln	428
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (c _{adj}), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.23

Direction 1 Speed and Density

Lane Width Adjustment (f _{lW})	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (f _{lLC})	0.9	Density (D), pc/mi/ln	15.1
Median Type Adjustment (f _m)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (f _A)	7.5		

Direction 1 Bicycle LOS

Flow Rate in Outside Lane (v _{oL}),veh/h	415	Effective Speed Factor (S _t)	3.84
Effective Width of Volume (W _v), ft	10	Bicycle LOS Score (BLOS)	5.08
Average Effective Width (W _e), ft	10	Bicycle Level of Service (LOS)	E

Direction 2 Geometric Data

Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		

Direction 2 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

Direction 2 Demand and Capacity

Volume(V) veh/h	836	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.72	Flow Rate (Vp), pc/h/ln	598
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.31

Direction 2 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLTC)	0.9	Density (D), pc/mi/ln	18.9
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	C
Access Point Density Adjustment (fA)	4.3		

Direction 2 Bicycle LOS

Flow Rate in Outside Lane (VOL),veh/h	415	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.08
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

HCS7 Multilane Highway Report

Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	AM Peak Hour Future
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

Direction 1 Demand and Capacity

Volume(V) veh/h	830	Heavy Vehicle Adjustment Factor (fHV)	0.962
Peak Hour Factor	0.88	Flow Rate (Vp), pc/h/ln	490
Total Trucks, %	4.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.26

Direction 1 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	17.3
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	7.5		

Direction 1 Bicycle LOS

Flow Rate in Outside Lane (vol),veh/h	472	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.36
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

Direction 2 Geometric Data

Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		

Direction 2 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

Direction 2 Demand and Capacity

Volume(V) veh/h	774	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.91	Flow Rate (Vp), pc/h/ln	438
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.23

Direction 2 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLTC)	0.9	Density (D), pc/mi/ln	13.9
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	4.3		

Direction 2 Bicycle LOS

Flow Rate in Outside Lane (VOL),veh/h	472	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.36
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

HCS7 Multilane Highway Report

Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	PM Peak Hour Future
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

Direction 1 Demand and Capacity

Volume(V) veh/h	791	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.94	Flow Rate (Vp), pc/h/ln	434
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.23

Direction 1 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	15.3
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	7.5		

Direction 1 Bicycle LOS

Flow Rate in Outside Lane (VOL),veh/h	421	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.09
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

Direction 2 Geometric Data			
Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		
Direction 2 Adjustment Factors			
Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		
Direction 2 Demand and Capacity			
Volume(V) veh/h	846	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.72	Flow Rate (V _p), pc/h/ln	605
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (c _{adj}), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.32
Direction 2 Speed and Density			
Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	19.1
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	C
Access Point Density Adjustment (fA)	4.3		
Direction 2 Bicycle LOS			
Flow Rate in Outside Lane (VOL),veh/h	421	Effective Speed Factor (St)	3.84
Effective Width of Volume (W _v), ft	10	Bicycle LOS Score (BLOS)	5.09
Average Effective Width (W _e), ft	10	Bicycle Level of Service (LOS)	E







PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION



APP-MPC-27214 - Zoning Map Amendment (Rezoning)

Project Address Information:

Address: 856 Kings Highway
City: Shreveport
State: LA
Zip: 71104

Application Submittal Information:

Create Date: Nov 16 2021 2:26PM
Sent Date: Nov 16 2021 2:26PM
Approved Date: Nov 16 2021 3:29PM

Contact Information:

Applicant:

Business Name: Lagunita Franchise Operations
Name: Damon Dunn
Address: 4785 Old Canton Rd., Ste 203, Jackson, MS 39211
Email: damon@LFOPS.com
Home Number:
Mobile Number:
Office Number:

Architect:

Business Name:
Name:
Address: , , LA
Email:
Home Number:
Mobile Number:
Office Number:

Business Owner:

Business Name:
Name:
Address: , , LA
Email:
Home Number:
Mobile Number:
Office Number:

Engineer:

Business Name: Forte and Tablada, Inc.
Name: Desmond Sprawls
Address: 920 Pierremont Rd., Suite 520, Shreveport, LA 71106
Email: dsprawls@forteandtablada.com
Home Number:
Mobile Number:
Office Number: (318) 798-3344

Property Owner:

Business Name: Kings Highway Christian Church
Name: Dennis Wissing
Address: 806 Kings Highway, Shreveport, LA 71104
Email: dennis.wissing@lsus.edu
Home Number:
Mobile Number:
Office Number:

Application Questionnaire:**Zoning Map Amendment
(Rezoning)**

Project Name	Dunkin Donuts
City or Parish Project	753
Existing Zoning	R-HU
Requested Zoning	C-2
Application Category	Planning Case - City
Application/Case Type	Zoning Map Amendment (Rezoning)

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING FEBRUARY 2, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, February 2, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on February 1 for case manager presentations.

Members Present

Winzer Andrews, Chair
Curtis Joseph, Vice Chair
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
Manushka Desgage, City Attorney's Office
Lenetta English, Zoning Compliance Coordinator

Members Absent

Chris Elberson, Secretary

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. ROBERTSON**.

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 MR. MORTON, to approve the minutes of the January 5, 2022 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, JOSEPH, MORTON, ROBERTSON, & SATER and Mes. JACKSON Nays: NONE. Absent: Messrs. ELBERSON

PUBLIC HEARING

CASE NO. 21-201-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN

Applicant:	Lagunita Franchise Operations
Owner	KINGS HIGHWAY CHRISTIAN CHURCH
Location:	856 KINGS HWY (NE corner of Kings Hwy. and Thornhill Ave.)
Existing Zoning:	R-HU
Request	R-HU to C-1(SPUD)
Proposed Use:	Restaurant with Drive-through

Representative &/or support:

Damen Dunn 13313 55th Avenue NW, Gig Harbor, WA 98332
LeVette Fuller 519 Kirby Place, Shreveport, LA 71106

Mr. Dunn explained that he incorporated every concern into his site plan that was raised during the neighborhood participation meeting and implemented a design standard that was sensitive to and compatible with the surrounding historic buildings, even

though the site is not in a historic district. He explained that he paid for a traffic impact study to ensure that there would not be a negative impact. Mr. Dunn stressed that he wants to be a good neighbor and community partner.

A motion was made by MR. JOSEPH, seconded by MS. JACKSON to extend the time for the applicant to speak.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, JOSEPH, MORTON, ROBERTSON, & SATER and Meses. JACKSON Nays: NONE. Absent: Messrs. ELBERSON Messrs. BALDERAS vote was not recorded.

Councilwoman Fuller stated that Mr. Dunn has been accommodating throughout this entire process.

Opposition:

Donald Sweeters 861 Columbia Street, Shreveport, LA 71104

Phillip Lattier 850 Rutherford Street, Shreveport, LA 71104

John Riggs 401 Edwards Street, Suite 1000, Shreveport, LA 71101

The opposition agreed that there are concerns about traffic coming in and out on Thornhill. Additionally, they expressed concerns of increased traffic due to the proximity to Saint Marks Episcopal Cathedral School.

Rebuttal:

Damen Dunn 13313 55th Avenue NW, Gig Harbor, WA 98332

Mr. Dunn explained that the traffic impact study revealed that there would not be any additional traffic generated in the area and the people who will go to the restaurant are those that are already presently on this road.

Mr. Robertson questioned the reports finding about additional traffic in the vicinity; Mr. Dunn explained that the restaurant is not classified as a destination retail such as a Walmart, Target, or other grocery store, rather they are a convenience business, meaning people already traveling on this road will be the ones coming to the restaurant. Mr. Robertson questioned if the report includes Saint Marks traffic; Mr. Dunn explained that it includes all traffic that comes in this area. Mr. Clarke explained that the Traffic Engineer with the City, Dr. Erlund, found that there would not be a negative impact to traffic.

Mr. Balderas expressed concerns about the traffic in the vicinity.

Mr. Joseph stated that he felt it made sense to locate the business here and understands that people will not go out of their way to go here. He explained that he finds it difficult how the use will have any impact on the nearby school. Mr. Joseph stated that he is impressed with the proposal and does not feel an issue has been presented today.

Mr. Morton stated that there is an entrance on Kings Highway, which is contradictory to the concerns of the opposition alluding to there only being an entrance on Thornhill.

A motion was made by MR. JOSEPH, seconded by MS. JACKSON to recommend this application for approval with the stipulation that a lighting and irrigation plan be approved by the Executive Director.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, JOSEPH, MORTON, ROBERTSON, & SATER and Meses. JACKSON Nays: NONE. Absent: Messrs. ELBERSON Messrs. BALDERAS vote was not recorded.

CC3825

NOTICE TO THE PUBLIC

Control #22026

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, February 2 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. 21-201-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN : 856 KINGS HWY.
Application by **LAGUNITA FRANCHISE OPERATIONS** for approval to rezone property located on the Northeast corner of Kings Hwy. and Thornhill Ave., from R-HU Highland Urban Conservation District to C-1(PUD) Neighborhood Commercial Planned Unit Development District, being more particularly described as LOTS 29 & 30, BLK. A, COLONIAL HILLS SUBN., SECTION 12, T17N, 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
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

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

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