



NOTICE OF PUBLIC MEETING
Notice Posted: 3/18/2022 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference on Monday, March 21, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, March 22, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

ADMINISTRATIVE CONFERENCE

March 21, 2022

AND

CITY COUNCIL MEETING AGENDA

March 22, 2022

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL
4. APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING
[March 7, 2022](#) [March 8, 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

Shreveport Airport Authority – Tangela Hampton Sylvie

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 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 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 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](#)

RES 42

To honor and thank Mr. Herman Vital for his 44 years of outstanding public service as co-founder of the City of Shreveport's Annual Sickle Cell Softball Tournament and to otherwise provide with respect thereto. (A/Taylor)

Documents:

[herman vital.pdf](#)

RES 43

To dedicate the 10900 block of Ellerbe Road in honor of Pastor H. Calvin Austin, III, for his commitment and contributions to the City of Shreveport, and to otherwise provide with respect thereto. (D/Boucher)

Documents:

[res austin.pdf](#)

B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO APRIL 12, 2022)

RES 44

Authorizing the Mayor to execute an Off-Airport Land Lease between the City of Shreveport and the Federal Aviation Administration and to otherwise provide with respect thereto

Documents:

[llwas council resolution and fact sheet \(003\).pdf](#)
[llwas lease \(revised \(2-22\)\).pdf](#)
[shv remote station 9 - white paper \(1\)](#)
[959823058430092617689872305843009263718073.pdf](#)
[doc06387320200507081459103542305843009263719203.pdf](#)
[proposed llwas site 9 - sfd sta1310355.pdf](#)
[6560.21a \(1\).pdf](#)

C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO APRIL 12, 2022)

ORD 39

Amending the 2022 budget for the General Fund and otherwise providing with respect thereto (F/Green)

Documents:

[district f kennedy drive gf.pdf](#)

ORD 40

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

Documents:

[district f evers drive improvements capital projects.pdf](#)

ORD 41

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

Documents:

[district f evers and kennedy drive ssrf.pdf](#)

ORD 42

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

Documents:

[capital project - b20001 valencia spray park.pdf](#)
[exhibit a.pdf](#)

ORD 43

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

Documents:

[airport ordinance 43 - revised.pdf](#)

ORD 44

To amend Chapter 38, Article II, Division 4, Section 31 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the abatement of inoperable vehicle violations and to otherwise provide with respect thereto

Documents:

[enviromental court - inoperable vehicle ordinance revision.pdf](#)

ORD 45

To amend Section 38.5-6 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the issuance of summons to the Environmental Court and to otherwise provide with respect thereto

Documents:

[enviromental court - summons ordinance revision.pdf](#)

ORD 46

To amend Section 90-124 of Chapter 90 of the City of Shreveport Code of Ordinances relative to certain types of trucks being prohibited on certain streets.

Documents:

[williamson way legislation.pdf](#)
[williamson way.png](#)

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

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](#)

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 letters of appointments were received from the Mayor's office on March 15, 2022, and are subject for confirmation on April 12, 2022.

Public Works Assistant Director - Jarvis Morgan

**Bureau Chief of Workforce Development - Lenard Adams
Bureau Chief of Housing Business Development - Marcia Nelson
Human Relations Commission
MarvKevea Campbell, Lonnie McCray, Felice Williams**

14. ADDITIONAL COMMUNICATIONS

- A. Additional Communications from the Mayor**
- B. Additional Communications from Council Members**

15. EXECUTIVE SESSION: MARCH 21, 2022

**MSH Investment Properties, LLC v. COS
#626,168-B-Marcotte
First Judicial Court of Louisiana**

16. ADJOURNMENT

James Green, Chairman

Danielle A. Farr-Ewing, Clerk of Council

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

PURPOSE

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

BACKGROUND INFORMATION

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

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

TIMETABLE

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

ATTACHMENT(S)

Exhibit “A” Option to Ground Lease

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

N/A

SOURCE OF FUNDS

Choice Neighborhood Implementation Grant

ALTERNATIVES

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

RECOMMENDATION

It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY:

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

RESOLUTION NO. _____ OF 2021

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

BY COUNCILMEMBER:

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Default; Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTERPART SIGNATURE PAGE TO OPTION TO LEASE/PURCHASE

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

LESSOR:

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

By: _____

Name: _____

Its: _____

Date: _____, 2021

COUNTERPART SIGNATURE PAGE TO OPTION TO LEASE/PURCHASE

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

LESSEE:

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

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

Its: Managing Member

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

Its: Manager and sole Member

By: _____

Name: Bobby Collins

Title: Chief Executive Officer

EXHIBIT “A”

Legal Description



 = Sites Under Site Control

City of Shreveport



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

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

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

**FACT SHEET
District B**

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

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

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

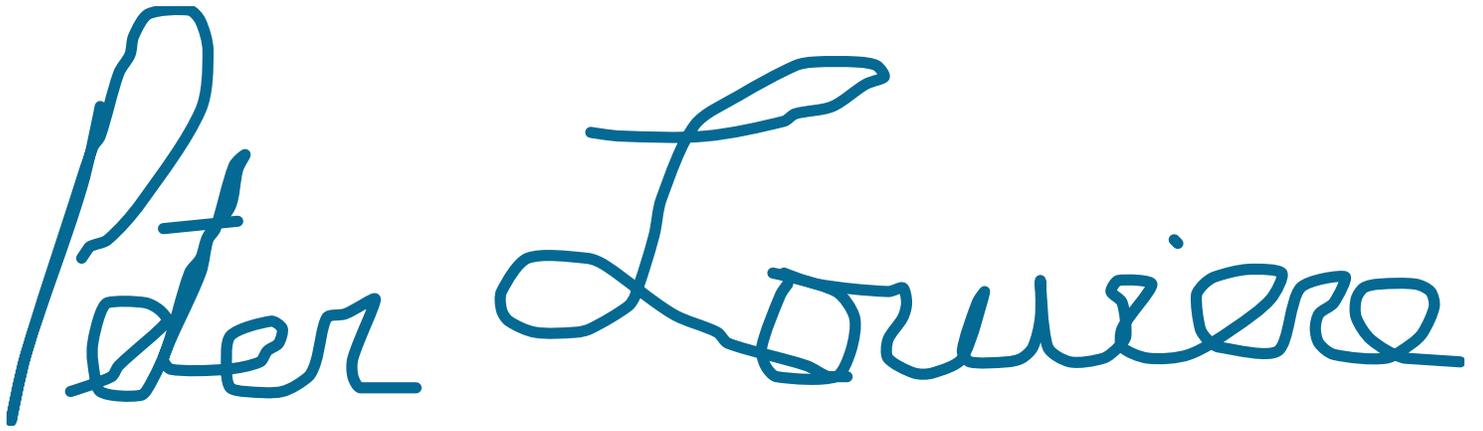
CERTIFICATION STATEMENT

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".

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-Desgagne,
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

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

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**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
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.	February 17, 2022	Purchasing Division
		<u>CITY COUNCIL DISTRICT</u>
		<u>SPONSOR</u>

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](#).

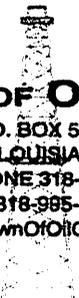
BE IT FURTHER RESOLVED that all resolutions, ordinances, or parts thereof in conflict herewith are hereby repealed.

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
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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

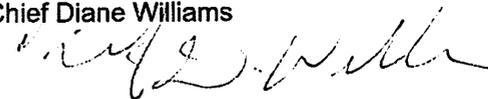
February 1, 2022

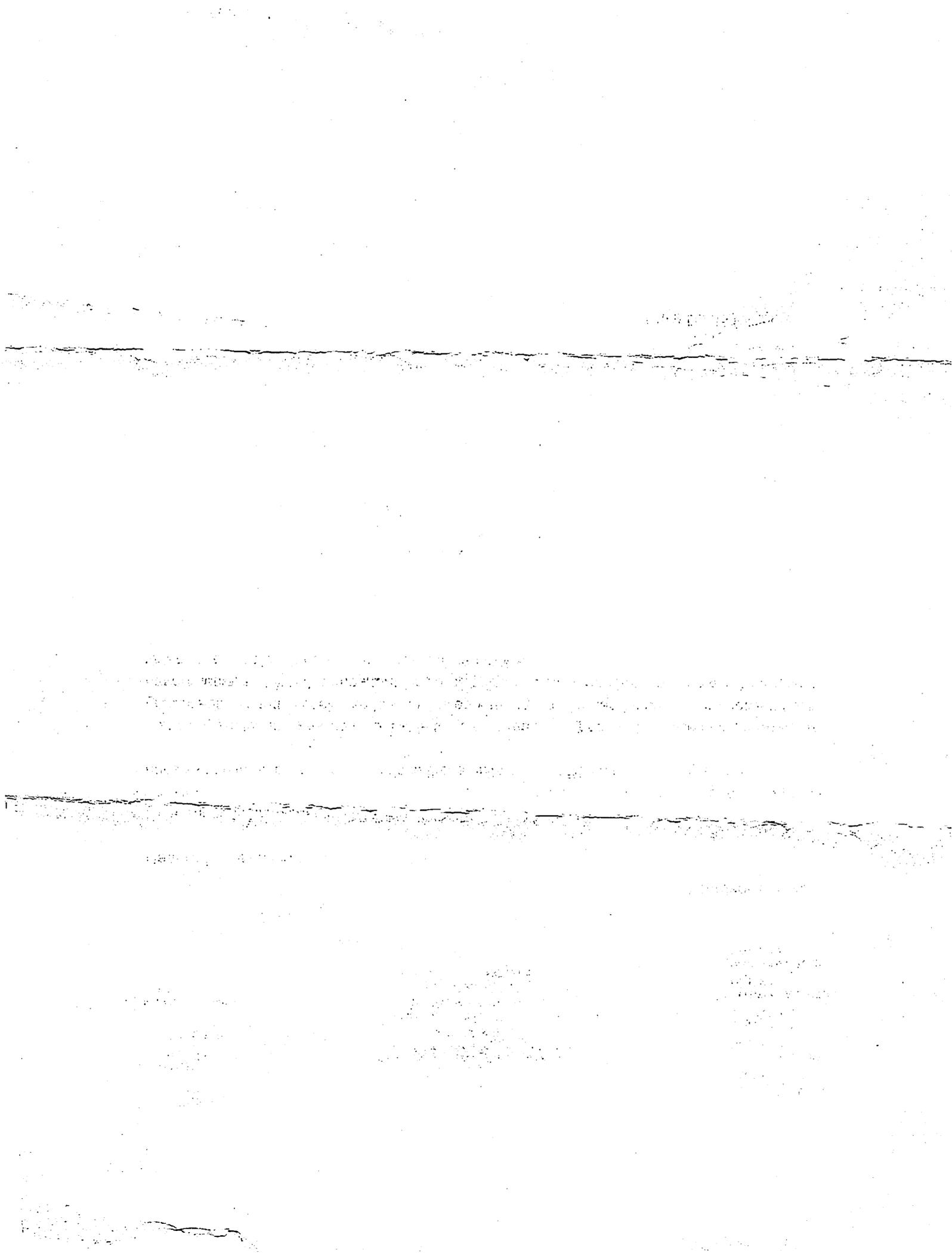
Dear Chief Dewayne Smith,

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	DATE	ORIGINATING DEPT./DIV.	SPONSOR OR COUNCILMEMBER
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.	02/21/2022	Shreveport Police Department	

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

RESOLUTION NO. 42 OF 2022

A RESOLUTION TO HONOR AND THANK MR. HERMAN VITAL FOR HIS 44 YEARS OF OUTSTANDING PUBLIC SERVICE AS CO-FOUNDER OF THE CITY OF SHREVEPORT'S ANNUAL SICKLE CELL SOFTBALL TOURNAMENT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY: COUNCILWOMAN TABATHA TAYLOR

WHEREAS, Mr. Herman Vital was a co-founder of the City of Shreveport's Annual Sickle Cell Softball Tournament in 1977, and continues to work tirelessly to ensure that this event takes place annually within the City of Shreveport; and

WHEREAS, the tournament is one of the oldest organized softball events in the Southeast and is known as "the Granddaddy of Them All"; and

WHEREAS, the Sickle Cell Softball Tournament began with 6 teams and at its peak grew to over 200 teams over the 3-day tournament weekend, some coming from as far as Chicago, California, Florida and Hawaii; and

WHEREAS, for the past 44 years, Mr. Herman Vital has worked tirelessly to ensure that the tournament is the City's premier event for fundraising in support of the cause of sickle cell disease awareness and research; and

WHEREAS, the annual Sickle Cell Tournament has been a long-standing, time-honored tradition that promotes a spirit of community cohesion for a worthwhile cause; and

WHEREAS, the annual softball tournament raises funds for the Northwest Chapter of Sickle Cell Disease Association of America to support housing, medication and transportation for its constituents affected by the sickle cell disease; and

WHEREAS, Mr. Herman Vital has always refused compensation for the hundreds of hours dedicated to ensure the tournament's continued success by working on game brackets and fielding calls from participating teams; and

WHEREAS, Mr. Herman Vital has imparted his knowledge and wisdom to all that he has mentored, as well as a sense of inspiration and encouragement to those under his leadership; and

WHEREAS, through Mr. Herman Vital's enduring commitment and willingness to serve, he has made invaluable contributions to the citizens of the City of Shreveport.

NOW THEREFORE BE IT RESOLVED, by the City Council for the City of Shreveport, in due, legal and regular session convened, that the Shreveport City Council does hereby honor, commend and thank Mr. Herman Vital for his 44 years of dedication, hard work and outstanding public service through the City of Shreveport's Annual Sickle Cell Softball Tournament.

BE IT FURTHER RESOLVED that this resolution shall be executed in duplicate originals with one original presented to Mr. Herman Vital 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. 43 OF 2022

A RESOLUTION TO DEDICATE THE 10900 BLOCK OF ELLERBE ROAD IN HONOR OF PASTOR H. CALVIN AUSTIN, III, FOR HIS COMMITMENT AND CONTRIBUTIONS TO THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMAN GRAYSON BOUCHER

WHEREAS, Pastor H. Calvin Austin, III was born in Shreveport, Louisiana and grew up in Allendale in the late 1950s, his mother was a school teacher and his father was a pastor; and

WHEREAS, at eleven years old he started selling the Shreveport Sun in downtown Shreveport on Texas Street, he started reading about the NAACP in the paper, joined the youth chapter, and began attending meetings; and

WHEREAS, attending NAACP meetings is where he first heard about discrimination and racism in Shreveport; he would later serve as President of Shreveport's Chapter of the NAACP; and

WHEREAS, Pastor H. Calvin Austin, III's dad was a Baptist and his mom was a Methodist and he grew up around Jewish people, so he studied the Torah, went to mass at Our Lady of the Blessed Sacrament and attended both Baptist and Methodist churches; and

WHEREAS, as an involved member of the NAACP he was at the Galilee Baptist Church when Martin Luther King came to speak; and

WHEREAS, at the age of thirteen, he was at Galilee Baptist Church when members were attacked for gathering to pray for the four little girls from Birmingham, Alabama who were killed in a church bombing; and

WHEREAS, the next day, the students at Booker T. Washington decided to leave school and head downtown, but the police came and took eighteen students to jail; and

WHEREAS, he was identified by a black police officer as the leader and he was put in jail for forty-five days while the others were taken to juvenile hall and released, when he tried to return to school, he learned that he had been expelled; and

WHEREAS, Pastor H. Calvin Austin, III said he left Shreveport in 1963, a mad black young man, not mad just at white people, mad at the world. He did not return to Shreveport until 1998; and

WHEREAS, at seventeen, his parents sent him to New Orleans where he attended L. B. Landry High School, upon graduation he was offered a full scholarship to the University of Colorado at Boulder, all expenses paid, where he earned a bachelor's degree in sociology; and

WHEREAS, he obtained a master's degree in sociology from the University of Denver and is the recipient of numerous doctorate degrees; and

WHEREAS, in 2004, the Caddo Parish School Board apologized for banning him from the system and awarded him his diploma; and

WHEREAS, if Pastor H. Calvin Austin, III could change anything in the world, he would change the mindset of people and how they judge one another; and

WHEREAS, Pastor H. Calvin Austin, III has a vision of bringing together all denominations, all faiths, all people, and to pack a place like Independence Stadium on an Easter morning and worship God together.

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 10900 block of Ellerbe Road in honor of Pastor H. Calvin Austin, III for his commitment and contributions to 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

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OFF-AIRPORT LAND LEASE BETWEEN THE CITY OF SHREVEPORT AND THE FEDERAL AVIATION ADMINISTRATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	February 20, 2022	Airport/Fire Department
		<u>COUNCIL DISTRICT</u>
		G
		<u>SPONSOR</u>

PURPOSE

To authorize the execution of an Off-Airport Land Lease between the City of Shreveport (“Lessor”) and the Federal Aviation Administration (“FAA”) (“Lessee”) for the development, construction, operation, and maintenance of a Low-Level Wind-shear Alert System (LLWAS) on a 20 x 20 ft. section of City owned land on Fire Station #13 near Shreveport Regional Airport (SHV).

BACKGROUND INFORMATION

The United States Government, acting by and through Federal Aviation Administration (“FAA”), has notified the Shreveport Airport Authority (“SAA”) that with the recent extension of Runway #6 at SHV, there is a need to install an additional LLWAS tower to provide full LLWAS coverage to the expanded runway. This in accordance with FAA Sitting Order #6560.21A, relating to the guidelines for the required placement of LLWAS towers on airfields. An LLWAS tower monitors wind shear and other weather patterns and assist pilots and aircraft on approach and landing onto an airfield. The FAA has identified an off-airport site, on city property on the grounds of Fire Station #13 near SHV that is suitable for the installation of this tower. The installation of this device on Fire Station #13, in the landing range for aircraft of Runway #6 at SHV, is necessary for the safety and protection of aircraft and passengers arriving at our regional airport.

The FAA requests to lease an approximately 20 x 20 foot section of land on the grounds of Fire Station #13 for the construction of this tower. The FAA will run separately metered electricity to the tower, and will pour concrete to set the pole and equipment as part of the construction. The area surrounding the tower will be completely fenced in for safety purposes. The FAA will not pay rent for this lease; however, the FAA will be responsible for the installation, operation and maintenance required of the LLWAS tower and appurtenant equipment. The term of this Off-Airport Land Lease will extend to September 30, 2037. The Shreveport Fire Department has confirmed with SAA administrative staff and the City Attorney’s Office that the section of land on the grounds of Fire Station #13 is available for construction of the tower.

Pursuant to Louisiana state law, this Off-Airport Land Lease must be approved by the City Council prior to execution.

Louisiana La. R.S. 52:2 provides that:

“The state or any state agency *or subdivision* may donate or convey to the United States any lands, movable or immovable property, rights of way, or servitudes which they may own or acquire for use by the United States in connection with

- (1) The improvement and maintenance of the navigation of natural waterways;

(2) The construction, improvement, and maintenance of artificial navigable waterways, river and harbor works;

(3) Flood control works;

(4) *Airports, flying fields, landing fields*, parks, forest preserves, canals, irrigation districts, hospitals, agricultural experiment and research stations, military posts and for any military purposes.

In the case of property owned by Louisiana or any state board, commission, department or agency, the transfer or conveyance shall be performed jointly by the governor and the register of the state land office, with the consent and approval of the lieutenant governor or the attorney general. *The commission council or other governing body of a municipality shall transfer or convey property owned by a municipality...*”

TIMETABLE

Introduction: March 22, 2022

Final Passage: April 12, 2022

ATTACHMENTS

Exhibit “A” Off-Airport Land Lease

Exhibit “B” FAA LLWAS White Paper
Relocation/Sustainment

Exhibit “C” Meteorological Site Survey
Google Map Image with Drawing
of Proposed Site – Photo #1

Exhibit “D” Google Map Image with Drawing
of Proposed Site – Photo #2

Exhibit “E” FAA Siting Order #6560.21A

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: David H. Kaplovitz,
Assistant City Attorney

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OFF-AIRPORT LAND LEASE BETWEEN THE CITY OF SHREVEPORT AND THE FEDERAL AVIATION ADMINISTRATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, The United States Government, acting by and through Federal Aviation Administration (“FAA”), has notified the Shreveport Airport Authority (“SAA”) that with the recent extension of Runway #6 at SHV, there is a need to install an additional Low Level Wind-shear Alert System (LLWAS) tower to provide full LLWAS coverage to the expanded runway in accordance with FAA Sitting Order #6560.21A, relating to the guidelines for the required placement of LLWAS towers on airfields; and

WHEREAS, an LLWAS tower monitors wind shear and other weather patterns and assist pilots and aircraft on approach and safely landing onto an airfield; and

WHEREAS, the FAA has identified an off-airport site, on city property on the grounds of Fire Station #13 near SHV that is suitable for the installation of this tower; and

WHEREAS, the installation of this device on Fire Station #13, in the landing range for aircraft of Runway #6 at SHV, is necessary for the safety and protection of aircraft and passengers arriving at our regional airport; and

WHEREAS, the FAA requests to lease an approximately 20 x 20 foot section of land on the grounds of Fire Station #13 for the construction of this tower; and

WHEREAS, the FAA will pay no monetary consideration in the form of rental for this lease; however, the FAA will be responsible for the installation, operation and maintenance required of the LLWAS tower and appurtenant equipment during the course of the lease term; and

WHEREAS, the term of this Off-Airport Land Lease will extend to September 30, 2037; and

WHEREAS, the Shreveport Fire Department has confirmed with SAA Administrative Staff and the City Attorney’s Office that the section of land on the grounds of Fire Station #13 is available for construction of the LLWAS tower; and

WHEREAS, pursuant to Louisiana La. R.S. 52:2:

““The state or any state agency *or subdivision may donate or convey to the United States any lands*, movable or immovable property, rights of way, or servitudes which they may own or acquire for use by the United States in connection with

- (1) The improvement and maintenance of the navigation of natural waterways;
- (2) The construction, improvement, and maintenance of artificial navigable waterways, river and harbor works;
- (3) Flood control works;
- (4) *Airports, flying fields, landing fields*, parks, forest preserves, canals, irrigation districts, hospitals, agricultural experiment and research stations, military posts and for any military purposes.

In the case of property owned by Louisiana or any state board, commission, department or agency, the transfer or conveyance shall be performed jointly by the governor and the register of the state land office, with the consent and approval of the lieutenant governor or the attorney general. *The commission council or other governing body of a municipality shall transfer or convey property owned by a*

municipality. In the case of a parish, the parish governing authority shall transfer or convey the property, and in the case of any other subdivision of the state the governing body shall transfer the property. (*Italicization of phrasing for emphasis*); and

WHEREAS, under the requirements of this statute, the Shreveport City Council, as the governing body of the municipality, must authorize the transfer or conveyance of property owned by the municipality to the FAA,

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 Off-Airport Land 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

OFF AIRPORT LAND LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF SHREVEPORT, LOUISIANA

**Lease No. 697DCM-20-L-00133
(SHV) LLWAS No. 9
Shreveport, Louisiana**

SECTION 6.1: OPENING

6.1.1 Lease Preamble (09/2020)

This Lease is hereby entered into by and between City of Shreveport, Louisiana, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor and Contract and Lease are interchangeable with each other.

6.1.3 Lease Witnesseth (09/2020)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4-3 Off Airport Leased Premises (09/2020)

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

LOW LEVEL WINDSHEAR ALERT SYSTEM (LLWAS) FACILITY SITE

A tract of land consisting of a portion of Lot 2, Cottonwood Subdivision Unit 2, as recorded in Book 3500, Page 236, Conveyence Records of Caddo Parish, Louisiana, being located in Section 25, Township 17 North, Range 15 West, and being more particularly described as follows:

Commence at a found ½" iron rod at the Southeast corner of said Lot 2, Cottonwood Subdivision Unit 2, as as recorded in Book 3500, Page 236, Conveyence Records of Caddo Parish, Louisiana; Thence North 88°53'35" West a distance of 80.87 feet along the South line of said Lot 2; Thence North 01°06'25" East a distance of 18.93 feet to a set ½" iron pipe being the Point of Beginning of the tract herein described; Thence North 88°53'35" West a distance of 40.00 feet to a set ½" iron pipe; Thence North 01°06'25" East a distance of 25.00 feet to a set ½" iron pipe at the edge of an existing concrete driveway; Thence South 88°53'35" East a distance of 40.00 feet along the edge of said concrete driveway to a set ½" iron pipe; Thence South 01°06'25" West a distance of 25.00 feet to the Point of Beginning of the tract being herein described, and containing 0.023 acres, more or less.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

SECTION 6.2: TERMS

6.2.5 Term (09/2020)

To have and to hold, for the term commencing on February 1, 2022 and continuing through September 30, 2037 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6-1 Consideration (No Cost) (09/2020)

The Government shall pay the Lessor no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

6.2.7 Termination (09/2020)

The Government may terminate this real estate contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date.

6.2.14 Holdover (09/2020)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (09/2020)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 6.3: GENERAL CLAUSES

3.2.5-1 Officials Not To Benefit (09/2020)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

3.3.1-15A1 RE Assignment of Claims (09/2020)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

6.3.18-1 Restoration (09/2021)

A. The Government shall surrender possession of the premises upon vacation of the premises. The Government at its option shall either:

- i. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this contract or any preceding contract (ordinary wear and tear, damage by natural elements or by circumstances over which the Government has no control, excepted) or,
- ii. The Government may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the contractor, so long as it is determined by the RECO to be in the best interests of the Government or,

B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

C. Nothing in this contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

6.3.25 Quiet Enjoyment (09/2020)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.30 Hold Harmless (09/2021)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.33 Covenant Against Contingent Fees (09/2020)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 RE Anti-Kickback (09/2020)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (09/2020)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (09/2020)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees,

with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land (09/2020)

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

6.3.39 Integrated Agreement (09/2020)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.45 RE Lease Contract Disputes (09/2020)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

6.3.47 Clearing/Disposing of Debris (09/2020)

A. The Government shall notify the Lessor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Lessor grants the Government the right and privilege to enter upon the Lessor's land in order to cut, trim, tip, shape and maintain to the maximum, height of 5'4" above ground level, any trees situated within the LLWAS and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's LLWAS facility will be subject to the Government's granted privilege. Coordination with the Lessor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by its contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

SECTION 6.4: FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property (SAM Waiver) (09/2020)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (09/2020)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 6.9: SECURITY CLAUSES

6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that

will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

6.9.5-1 Covered Telecommunications Equipment or Services - Representations (01/2021)

(a) *Definitions.* As used in this clause, “covered telecommunications equipment or services” has the meaning per the Clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures.* The Lessor must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representations.*

(1) The Lessor represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)

NOTE: The Lessor must not complete the representation at paragraph (d)(1) in this clause if the Lessor has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in Clause 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, the Lessor must not complete the representation at paragraph (d)(2) in this clause if the Lessor has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in Clause 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

(a) *Definitions.* As used in this clause--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibitions.*

Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring

or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The Lessor must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Lessor represents that it _____ will, _____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this lease/agreement.

(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____ does, _____ does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Lessor must provide the additional disclosure information required at paragraph (e) if the Lessor indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this clause-

If the Lessor has responded “will” in the representation in paragraph (d) (1) of this clause, the Lessor must provide the following information as part of the lease—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this clause;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this clause. Disclosure for representation in paragraph (d) (2) of this clause. If the Lessor has responded “does” to paragraph (d)(2) of this clause, the Lessor must provide the following information as part of the lease/agreement—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this clause.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this clause.

SECTION 6.10: CLOSING

6.10.1 Notices (09/2020)

All notices/correspondence must be in writing, reference to the Lease number, and be addressed as follows:

TO THE LESSOR:

City of Shreveport, Louisiana
5103 Hollywood Avenue, Suite 300
Shreveport, LA 71109

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

6.10.3 Signature Block (09/2020)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF SHREVEPORT, LOUISIANA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Print Name: _____

Title: _____

Date _____

Melinda J. Taber

Real Estate Contracting Officer

Date: _____

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 2022, I _____ certify that I am the
_____ of the **City of Shreveport, Louisiana** named in the attached agreement;
that _____ who signed said agreement on behalf of the **City of Shreveport,**
Louisiana is _____ of said **City of Shreveport, Louisiana**; that said agreement was
duly signed for and on behalf of **City of Shreveport, Louisiana** by authority of its governing body, and is
within the scope of its powers.

Signed _____



FAA
Weather Sensors and Display Systems
AJW-1444

White Paper – Low Level Windshear Alert System – Relocation/Sustainment (LLWAS-RS) Meteorological Site Survey

Shreveport Regional Airport, LA (SHV)

Survey Date: 9 January 2020

Report Date: 21 January 2020

Background

There are currently plans for an 850ft extension to Runway 06 at SHV. With the proposed extension, the runway will not be properly protected by the Low Level Windshear Alert System (LLWAS) in accordance with the Siting Order (FAA Order 6560.21A). The LLWAS Siting Order states that the protection must be provided out to a point 2,500 feet beyond the runway threshold. With an 850 foot extension, protection will only be provided out to 2,300 feet. Based on this information, one additional sensor will be required with the runway extension. The purpose of this report is to document potential sites for the additional remote station.

Analysis

A formal site survey was conducted at SHV on 9 January 2020 with representatives from AJW-1444 and Central Service Area (CSA) NAS Planning & Integration. A thorough search was performed to identify potential sites that would meet the siting requirements set forth in FAA Order 6560.21A. These potential sites were surveyed and documented and make up the remainder of this report.

Conclusions/Recommendations

In order for SHV LLWAS-RS to comply with FAA Order 6560.21A, an additional remote station should be located at either the preferred site, alternate site, or within the site search area described in this report.

If a site cannot be acquired at either of the preferred or alternate sites, it is imperative that the LLWAS Siting Meteorologist be contacted at (405) 954-0974. In the case of this system, slight deviations from location recommendations could severely impact the operations of the SHV LLWAS-RS. Constructing the new pole at a different location without first coordinating with the LLWAS Siting Meteorologist could result in the construction of a useless site. Such construction would be both costly and time consuming.

SHV Remote Station Site Search Area #9 (Preferred Site)

Latitude: 32° 26' 28.84" N	Longitude: 93° 51' 15.86" W
----------------------------	-----------------------------

<input checked="" type="checkbox"/> GPS Accuracy: ± 5 m	<input type="checkbox"/> Estimated Method:	<input type="checkbox"/> Other
---	--	--------------------------------

Physical Description: City of Shreveport Fire Station #13. South side of property.



PROTECTED RUNWAY:	06-24
BOUNDARIES:	See map above for preferred site
PROPERTIES:	City of Shreveport Contact: Stacy Kuba, Shreveport Airport Authority (318) 673-5370
POWER:	Underground. Transformer at fire station
ACCESSIBILITY:	Public roads and fire station parking lot
OBSERVED SOIL STRUCTURE:	Appears stable and well drained
TERRAIN FEATURES:	Flat

SHV Remote Station Site Search Area #9 (Preferred Site) – Cont'd

Preferred Site



Recommended Pole Height

Comments: 130 feet.

SHV Remote Station Site Search Area #9 (Preferred Site) – Cont'd

OBSTRUCTIONS:	
View North	 <p>Trees: Height: 75-85 feet, Distance: 300 feet.</p> <p>Fire Station: Height: 25 feet, Distance: 100 feet.</p>
View East	 <p>Trees: Height: 75-85 feet, Distance: 300 feet.</p>
View South	 <p>Trees: Height: 75-85 feet, Distance: 500 feet.</p>
View West	 <p>Trees: Height: 70-80 feet, Distance: 700 feet.</p> <p>Church Building: Height: 25 feet, Distance: 400 feet.</p>
REMARKS: None	

SHV Remote Station Site Search Area #9 (Alternate Site)

Latitude: 32° 26' 37.11" N	Longitude: 93° 51' 36.34" W
----------------------------	-----------------------------

<input checked="" type="checkbox"/> GPS Accuracy: ± 5 m	<input type="checkbox"/> Estimated Method:	<input type="checkbox"/> Other
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Physical Description: City of Shreveport, Department of Water Utilities



PROTECTED RUNWAY:	06-24
BOUNDARIES:	See map above for alternate site and search area
PROPERTIES:	City of Shreveport
POWER:	Overhead with transformer nearby
ACCESSIBILITY:	Public roads
OBSERVED SOIL STRUCTURE:	Appears stable and well drained.
TERRAIN FEATURES:	Flat

SHV Remote Station Site Search Area #9 (Alternate Site) – Cont'd

Alternate Site



Recommended Pole Height

Comments: 130 feet.

SHV Remote Station Site Search Area #9 (Alternate Site) – Cont'd

OBSTRUCTIONS:

View North



Water Tanks:

Height: 42 feet, Distance: 80 feet.

Trees:

Height: 70-75 feet, Distance: 225 feet.

View East



Apartment Buildings:

Height: 30 feet, Distance: 45 feet.

Trees:

Height: 75-85 feet, Distance: 250 feet.

View South



Apartment Buildings:

Height: 30 feet, Distance: 45 feet.

View West



Trees:

Height: 60-65 feet, Distance: 150 feet.

REMARKS: None



- Concrete pad
- Fence
- Power easement (buried)

← 25' →
← 40' →



- Concrete pad
- Power easement (buried)

ORDER

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

6560.21A

12/4/89

SITING GUIDELINES FOR LOW LEVEL WINDSHEAR ALERT SYSTEM
(LLWAS) REMOTE FACILITIES

SUBJ:

1. PURPOSE. This order transmits siting guidelines for locating sites and determining pole heights for Low Level Windshear Alert System (LLWAS) remote anemometer stations (appendixes 1-3).
2. DISTRIBUTION. This order is distributed to branch level in the Program Engineering Service and to division level in the System Maintenance Service in Washington headquarters; to branch level in the regional Airway Facilities divisions (except AAL and AEU); to branch level in the FAA Depot and Facility Support Division at the Mike Monroney Aeronautical Center; and to Director level at the FAA Technical Center.
3. CANCELLATION. Order 6560.21, Siting Guidelines for Low Level Wind Shear Alert System (LLWAS) Remote Facilities, dated 2/19/88, is canceled.
4. BACKGROUND. The LLWAS is designed to detect the existence of horizontal windshear conditions on an airport and around its perimeter and to alert controllers when these conditions are hazardous. The system consists of an array of remote anemometers and the base station processing and display equipment (located in the air traffic control tower building). Communication between the remote sites and the base station will be via radio links unless landlines are readily available.
5. SITING GUIDELINES. Proper siting is essential for an effective LLWAS, but often complex to implement. The LLWAS project office has initiated several different approaches to assist in proper siting of sensors.
 - a. Appendix 1 presents general considerations for siting LLWAS. To further assist regions, a joint team of LLWAS engineers from FAA headquarters and the FAA Technical Center are available to resolve problems resulting from site-unique situations.
 - b. Appendix 2 gives detailed guidelines for the design of the anemometer array on and around the airport. In addition, the Flight Information Systems Branch, ACN-230, will prepare an initial layout of proposed sensor locations at each airport based on maps, aerial photos, site surveys, and knowledge of idealized arrays for microburst detection.

c. Appendix 3 provides detailed guidelines for mitigating the effects of obstacles and terrain on the siting of individual anemometers. To facilitate application of these guidelines, the FAA Technical Center has provided technicians with floppy disc, PC-based program for determining correct heights and distances away from obstacles.

6. APPLICABILITY. These guidelines are effective upon receipt, however, all LLWAS sited under earlier draft siting criteria will remain certifiable until resiting is completed.

7. SITE ADAPTATION. Regional site adaptation that deviate from these guidelines shall be cleared through the FAA Technical Center, Flight Information Systems Branch, ACN-230.

8. REPORTS. LLWAS site locations will be reported to the National Flight Data Center (NFDC), ATO-250, in accordance with Order 7900.2A, Reporting of Electronic Navigation Aids and Communication Facilities Data to the NFDC.

for 

Robert E. Brown
Director, Program Engineering Service

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APPENDIX 1. GENERAL SITING CONSIDERATIONS

1. INTRODUCTION

The effectiveness of the Low Level Windshear Alert System (LLWAS) is dependent not only on the reliability of the electronic equipment but also the location of the wind sensors and their electronic packages. Adherence to the guidelines for sensor geometry in Appendix 2 and for siting with respect to obstructions and terrain in Appendix 3 will insure that the LLWAS operates as designed. Improper siting of the wind sensors will create false alarms and significantly degrade the performance of the wind shear algorithm. A properly sited system will accurately detect, identify and locate wind shear events, including microbursts, and provide a reasonable estimation of the wind component affecting aircraft performance. The present requirement is for 6 to 22 or more wind sensors on or around an airport. The number varies with the number of runways and their length.

2. GENERAL CONSIDERATIONS

The methodology in designing an LLWAS installation at an airport must include consideration for the optimum performance of the system:

- a. Maintain the required geometry for the sensor array.
- b. Adhere to spacing requirements.
- c. Minimize the influence of terrain and obstructions.

3. LOGISTICAL CONSTRAINTS

Logistical constraints that are considered important are:

- a. Penetrations of FAR Part 77 surfaces, Terminal Instrument Procedures (FAA Directive No. 8260.3B) surfaces, and Airport Design Standards surfaces per Advisory Circulars Nos. 150/5300-2C, 150/5300-4B, and 150/5300-12 by the placement of poles in the vicinity of an airport. Prior to installation, an airspace study must be accomplished to maintain/determine possible effects on protected surfaces for existing and

planned instrument approach procedures to associated runways.

- b. Line of sight for radio link between remote and master station antennas.
- c. Current location of wind sensors at those airports adding or resiting sensors.
- d. Access to the site.
- e. Property ownership/lease of proposed site.
- f. Proximity of AC power.
- g. Proximity of strong signal generating equipment.
- h. Proximity of high voltage power lines which can create electromagnetic interference.
- i. Security of site from vandalism.
- j. Lightning protection and grounding requirements.
- k. Proximity to sheltering obstructions.
- l. Subsurface evaluations.
- m. Proximity to planned improvements or development in the vicinity.

4. AN APPROACH TO SITING LLWAS

The sequence of steps that follow is a suggested approach to siting LLWAS:

- a. Using appendix 2, lay out a proper geometry. ACN-230 will provide initial layout for those airports with an installed LLWAS.
- b. Adjust layout for obvious terrain and obstruction problems (use aerial photographs and topographical maps).
- c. Select several candidate locations for each wind sensor site.

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- d. As appropriate, coordinate candidate site locations with local airport authority, National Weather Service and Air Traffic Service offices. Design layouts using candidate sites.
- e. Check each layout for adherence to geometry and spacing guidelines.
- f. Survey sites for detailed terrain and obstruction data using appendix 3.
- g. Compute required pole heights.
- h. Adjust for logistical constraints enumerated in paragraph 3 above. These are not prioritized in order to allow regions freedom in addressing site-unique situations.
- i. Prepare final design layout.

APPENDIX 2. GEOMETRIC CONSIDERATIONS IN THE SITING OF LLWAS1. INTRODUCTION

The original Low Level Windshear Alert System (LLWAS) has been enhanced for the detection of microburst and windshear events and has several additional capabilities. These improvements will now be known as the LLWAS Network Expansion. To achieve these improvements, more care will be taken in the design of an LLWAS station geometry at an airport.

There are three major tasks for the new LLWAS Network Expansion:

- (1) Detect, identify, and locate microburst and windshear events along and near the runways;
- (2) Estimate the runway component of wind speed loss resulting from a microburst windshear event.
- (3) Sense and report centerfield and approach/departure winds.

Studies show that any geometry that is satisfactory for the identification of microbursts is also satisfactory for the detection of general windshear events. However, to obtain accurate runway component estimates, there is less freedom in the design of the station geometry, especially with regard to the distance of the stations from the runway centerline.

Generally speaking, there is a great deal of latitude in the design of the geometries for the detection and identification of windshear events. Unfortunately, not only are the requirements for the runway component estimations more strict, but when they are violated, the accuracy of the estimations degrades rather rapidly. While it is difficult to quantify these effects, guidance is given in section 2.

2. GENERAL PRINCIPLES

The Network Expansion LLWAS algorithm detects windshear by applying statistical principles to the wind data from the entire network. The algorithm identifies microburst events by estimating wind field derivatives from data from the vertices of triangles, which are formed by the station positions. The triangle geometry is also used for the estimation of the runway component of wind speed loss/gain. These algorithms and the

geometries, for which they give the best results, have been analyzed theoretically and have been extensively tested by computer simulation. Operational testing was conducted during August 1987 at Denver, CO.

Aircraft are most vulnerable to a microburst encounter while on the runway and during departure and final approach. The LLWAS allocated protection region is that portion of the flight path inside of the middle markers, and this discussion is confined to the detection of microbursts and windshear events on that portion of the runway path. For a 10,000 foot runway and with a 2,500 foot extension at either end of the runway, the total length of the protected path is 15,000 feet.

Pilots desire a reliable estimate of the headwind loss/gain that they can expect to encounter along their runway path; this loss/gain is called the runway component of the windshear. It is used as an estimate of the severity of the expected impact of a microburst/windshear on their operations. This product will be available from a properly sited LLWAS, during the Network Expansion phase of the program.

A microburst located with its center only a short distance to either side of the aircraft flight path can have a significant adverse effect on aircraft performance. This effect is most pronounced when the microburst center is within 2,500 feet of the centerline of the flight path. One design goal for LLWAS is to detect any microburst whose center is within 2,500 feet to either side of the centerline of a runway and its extension to the middle marker (approximately 2,500 feet from the end of the runway). For a typical runway that is 10,000 feet long, this means that a rectangular region 15,000 feet long and 5,000 feet wide needs to be protected. This protection region is indicated in figure 2-1.

Since the winds are nearly calm at the center, a microburst whose center nearly coincides with a station is very difficult to detect by this sensor and most likely will be detected by an adjacent station. If the stations are properly sited, then it is unlikely that there will be a delayed detection of a hazardous microburst. On the other hand, the radius of the strong outflow of a microburst can be as small as 5,000 feet. Therefore, if the stations are placed too far apart, it is possible for a microburst to occur between the stations and not be observed until the microburst outflow reaches a station. If the station spacing is no larger than 8,500 feet, then most microbursts that occur in the network will be promptly detected. The runway

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component estimations are also severely degraded when the microburst center is near a station in a "blind spot". These "blind spots" extend approximately one-eighth of the way to the nearby stations; for example, if the stations are 8,000 feet apart, then the "blind spots" are approximately disks of radius 1,000 feet.

3. THE DESIGN OF THE LLWAS GEOMETRY FOR AN AIRPORT

Most airports have several runways. LLWAS protects the airport when it protects each runway. Economies can be achieved by choosing the stations sites so that some stations provide protection to more than one runway. If this were not done, then an airport with two runways would require twelve stations, an airport with three runways would require eighteen stations, etc. By designing for shared use of sensors, airports might be protected with as few as eight or nine stations (Figures 2-2 and 2-3). These examples also illustrate acceptable relaxation of the strict design guidelines that are given in this section.

When trying to design an improved LLWAS installation for a complex airport that has an existing LLWAS installation, the combination of attempting to achieve multiple uses of the stations and to make use of existing stations may lead to designs where more than six stations are involved in protecting some runways.

The initial problem at most LLWAS airports will be resiting some or all of the original six anemometers to achieve optimum coverage for the runways while facilitating the siting of additional sensors. Figure 2-4 shows six stations providing coverage for three runways. Later when three more stations are added full coverage will be realized. The guiding concept in resiting any of the original six stations is to preclude having to resite any of these stations when additional sensors are installed.

3.1 THE PROTECTION OF RUNWAYS

In this section, a procedure is provided for designing a station geometry that protects runways. Some allowable practical variations are discussed.

Reliable and timely microburst detection and identification is a fundamental requirement of LLWAS. To obtain satisfactory performance, it is advisable to keep the stations approximately 2,500 to 3,000 feet to either side of the runway path. The

system will perform satisfactorily most of the time if a station is as close as 1,000 feet from the runway path. If a station is less than 1,000 feet from the runway path, then there can be microbursts centered on the runway path for which detection may be significantly delayed.

To achieve reliable runway component estimates, the design requirements are more stringent than those for microburst detection and identification. If the stations are placed between 2,500 and 3,000 feet to either side of the runway path, then runway components can reasonably be estimated. If the design departs significantly (<2,000 feet or >3,500 feet) from this guideline, then there can be microbursts which impact the runway, and for which the runway component estimates are significantly in error. For example, stations placed 3,500 to 4,000 feet from the runway can lead to underestimations of the runway components by as much as 15 to 20 knots. When stations are placed closer to the runway, underestimations of similar magnitude are to be expected in the "blind spots".

It is also important that the protection region be covered by the triangle pattern. With the nearly regular triangles specified, the entire region inside of each triangle is protected, except for the "blind spot" near the station. In addition, a rectangular region is protected along each edge of a triangle. This region extends along the edge to within one-eighth of the distance to each endpoint and 1,000 feet to either side of the edge. In particular, it is again the "blind spots" that are not covered. The covered region is indicated in figure 2-5.

3.1.2 THE PROTECTION OF A SINGLE RUNWAY

In this section, a graphical procedure is shown in figure 2-1 for designing a station geometry that protects a single runway. Parallel runways which have their centerlines less than 2000 feet apart are treated as single runways.

3.1.3 THE PROTECTION OF PARALLEL RUNWAYS

In this section, a graphical procedure is shown in figure 2-8 for designing a station geometry that protects parallel runways. Parallel runways are defined as a pair of runways whose centerlines are greater than 2000 feet apart.

3.1.4 THE PROTECTION OF DIAGONAL RUNWAYS

An example is seen for the diagonal runway in figure 2-3. Figure 2-6 shows the stations protecting this diagonal runway, the triangle pattern, and the "blind spots" for this diagonal runway. In this case, the basic principles regarding station spacing, triangle shape, and distance of the stations from the runway apply.

3.2 DESIGN METHODOLOGY

An effective design of a station geometry for the protection of an airport can be obtained as follows.

STEP 1: DRAW THE PROTECTION REGION FOR EACH RUNWAY.

The protection region is a rectangle that extends 2,500 feet beyond each end of the runway and 2,500 feet to each side of the centerline of the runway (see figure 2-1). Rectangular patterns are most effective but are not imperative.

STEP 2: SELECT THE STATION POSITIONS.

The following conditions should be satisfied:

- (1) Stations should be between 2,000 and 3,500 feet to either side of the runway.
- (2a) The spacing between adjacent stations along the runway should be greater than 3,280 feet but less than 7,550 feet.
- (2b) For airports that will also have a Terminal Doppler Weather Radar (TDWR), the spacing between adjacent stations along the runway should be greater than 3,280 feet but less than 9,500 feet.
- (3) The triangles formed by nearby stations should be fairly regular, i.e., no triangle should have an angle smaller than 25 degrees or greater than 135 degrees.
- (4) Designate one site, the most central part of

the airport, as the centerfield wind sensor. It is advisable to keep the centerfield wind sensor at least 1,000 feet away from all runways.

- (5) Number stations starting at the designated centerfield wind sensor (1) and then clockwise from north through northwest.

STEP 3: DETERMINE THE "BLIND SPOTS" AND THE PROTECTED AREAS.

It is possible to graphically estimate the size and shape of the "blind spots". Using the fact that the "blind spot" extends approximately one-eighth of the distance along each edge of a triangle, we have the following graphical procedure:

- (1) Draw the triangle pattern.
- (2) Mark the one-eighth distance positions on the edges of the triangles.
- (3) Roughly sketch the perimeters of these "blind spots".
- (4) Sketch areas protected by the edge rectangles (1,000 feet beyond the edge and between the "blind spots", see Figure 2-5).

Then the overlap of the "blind spots" with the protection region for the runway is the area where hazardous microbursts may not be detected in a timely manner. Significant underestimations of the runway components can be expected in regions that are approximately one and a half times as large as the "blind spots".

STEP 4: DETERMINE THE PORTION OF THE PROTECTION REGION THAT IS UNPROTECTED.

This area is the portion of the protection region that is either inside of a "blind spot" or is not covered by the pattern of station triangles and edge rectangles. The unprotected portion of the protection region should be shaded.

STEP 5: USE THE GRAPHICAL DISPLAY OF THE UNPROTECTED PORTION OF THE AIRPORT TO DETERMINE IF THE COVERAGE IS SATISFACTORY.

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This is a question of judgement, based on knowledge of the difficulty of the problems for this airport.

With this design, any microburst, whose center is within the unshaded portion of the protection region will be detected in a timely manner with high probability. If the stations lie within or close to the 2,000 to 3,500 foot strip, then the runway component estimations will be acceptably accurate. One acceptable design, the Ideal Station Geometry, is shown in figure 2-1.

To illustrate the shading of the unprotected part of the protection region (step 4), we considered a case that is typical of many existing LLWAS installations. Figure 2-7A shows a station near the center of the runway and 'middle marker' stations at the ends of the runway. Figure 2-7B shows an enhancement that has been obtained by adding another station near runway center. Figure 2-7B also shows the consequence of the shading (step 4). Note that there will be delayed detections of microbursts at the runway ends and close to runway center.

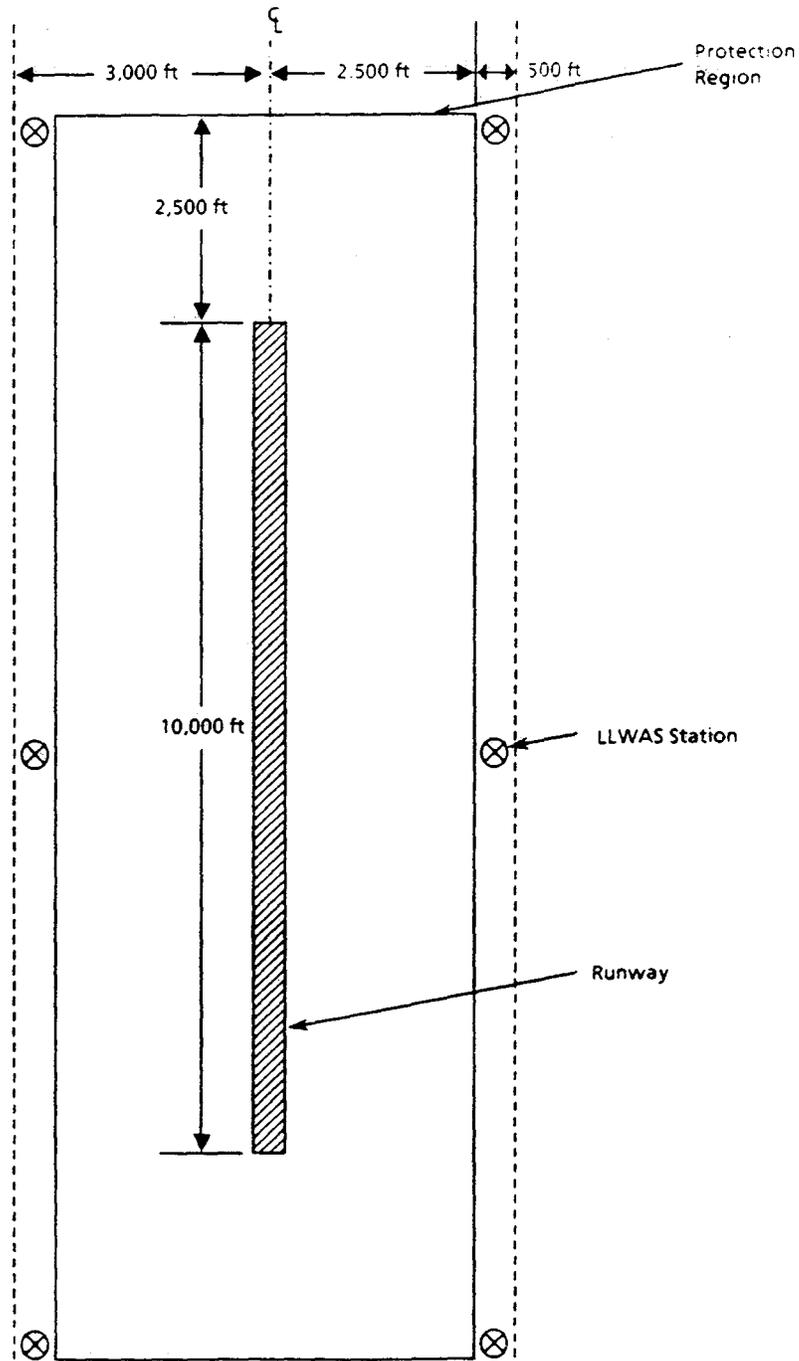


FIGURE 2-1. IDEAL GEOMETRY FOR THE DETECTION OF MICROBURST WINDSHEAR ALONG A RUNWAY

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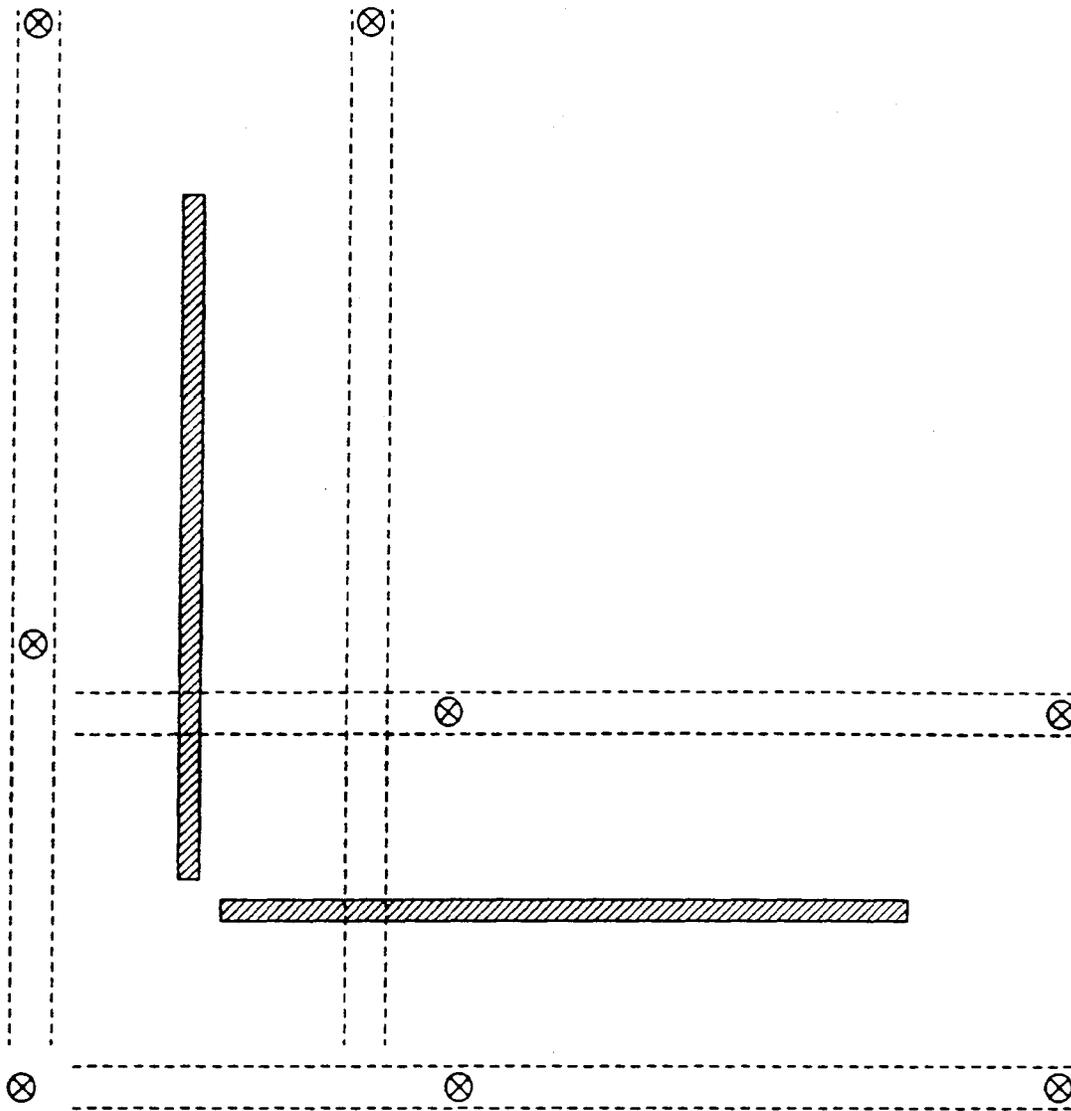


FIGURE 2-2. LLWAS DESIGN FOR AN AIRPORT WITH TWO RUNWAYS

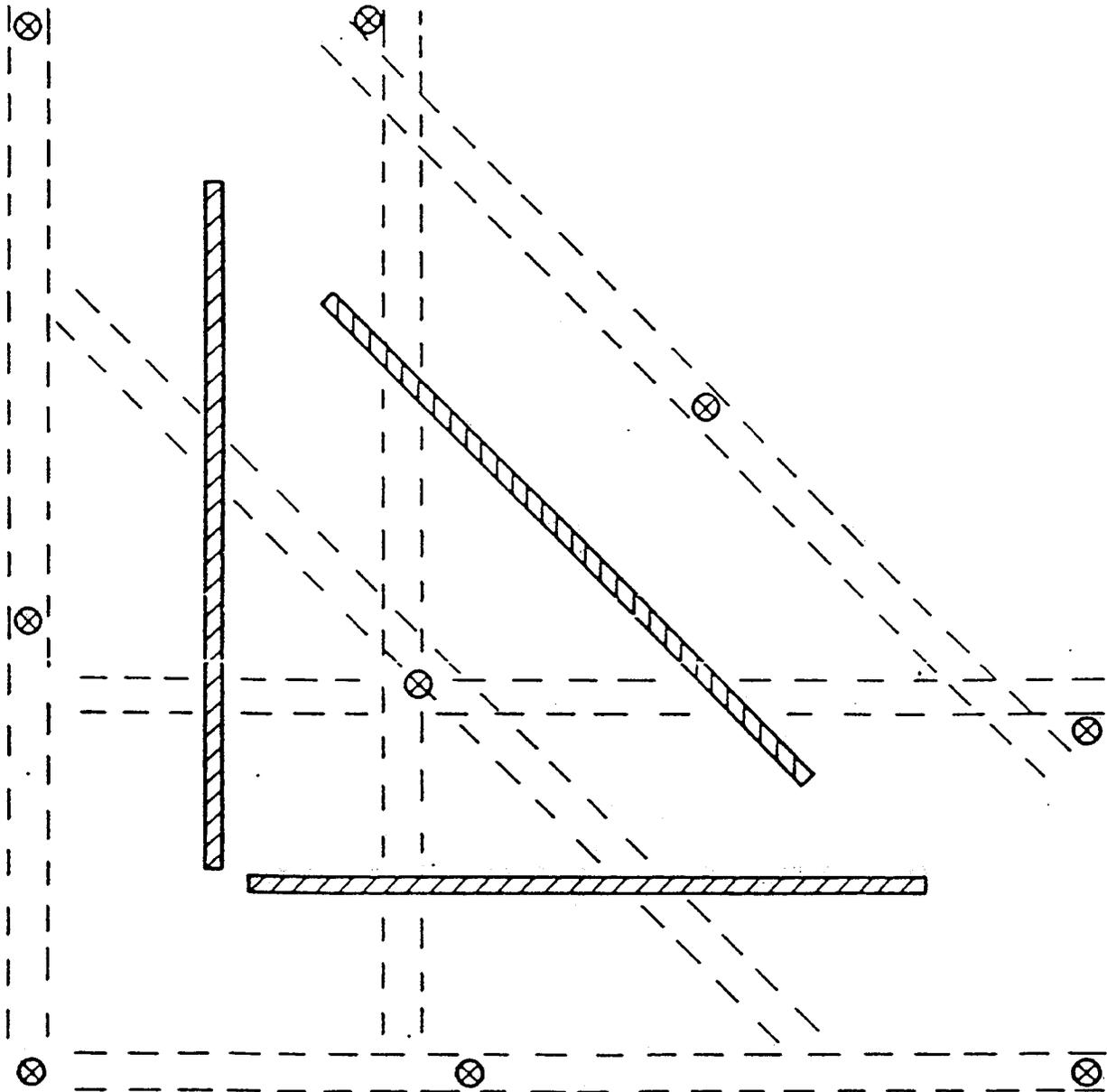


FIGURE 2-3. LLWAS DESIGN FOR AN AIRPORT WITH THREE RUNWAYS

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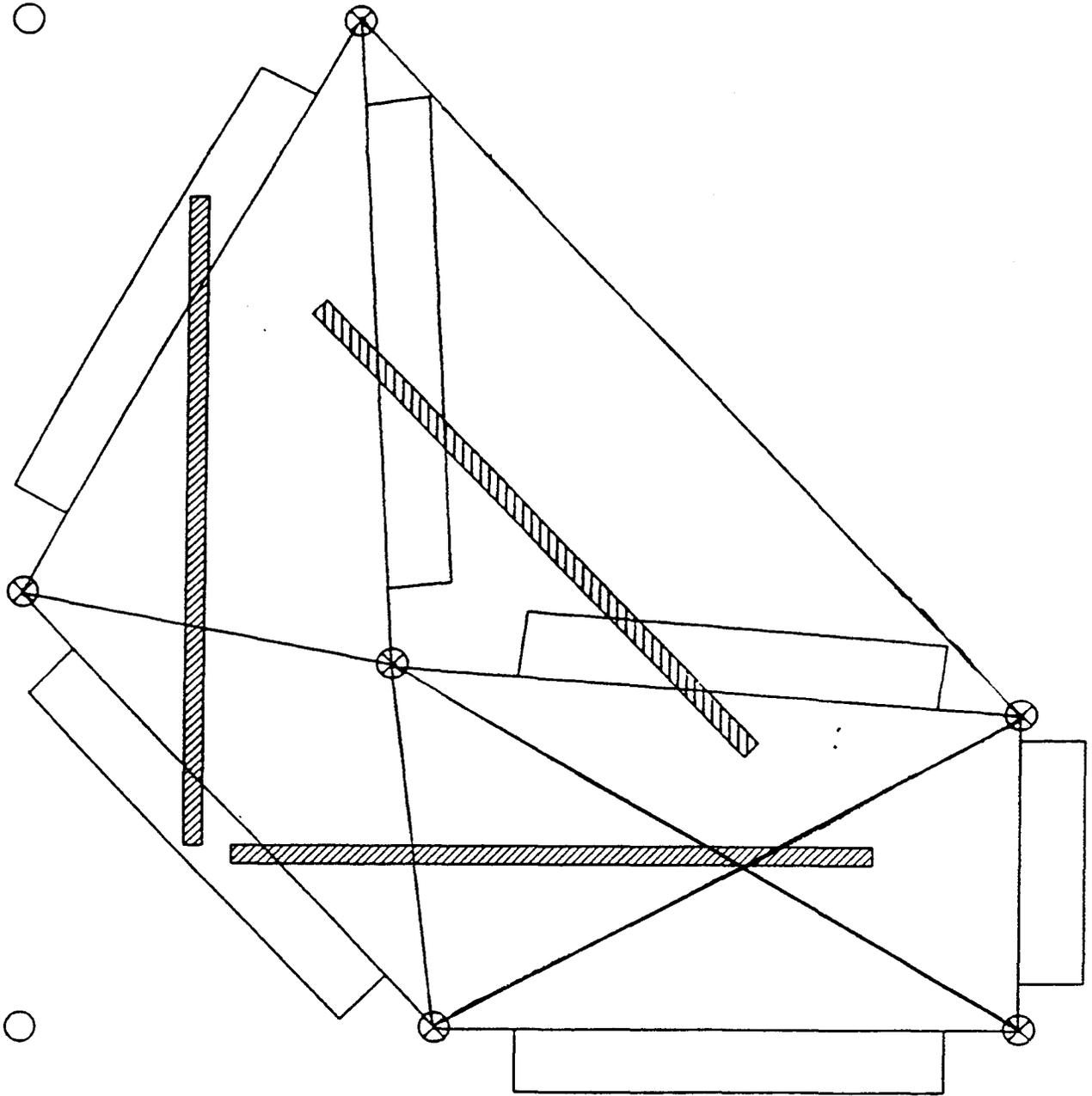


FIGURE 2-4. LLWAS DESIGN FOR SIX STATIONS COVERING THREE RUNWAYS
(NOTE THAT THE SIX STATIONS ARE SITED TO FACILITATE
FUTURE EXPANSION).

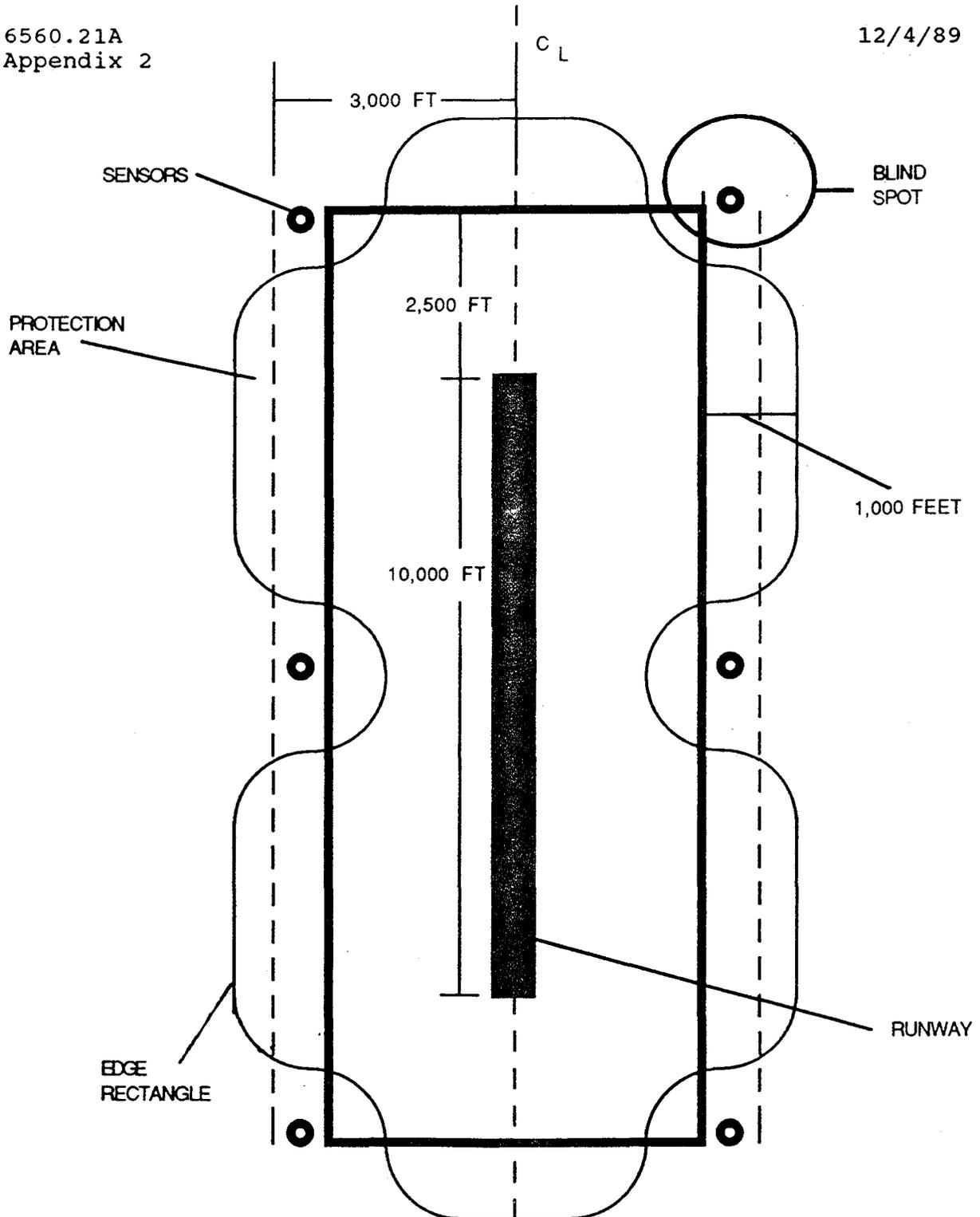


FIGURE 2-5. SIX STATIONS PROTECTING A SINGLE RUNWAY SHOWING BLIND OR DEAD SPOTS

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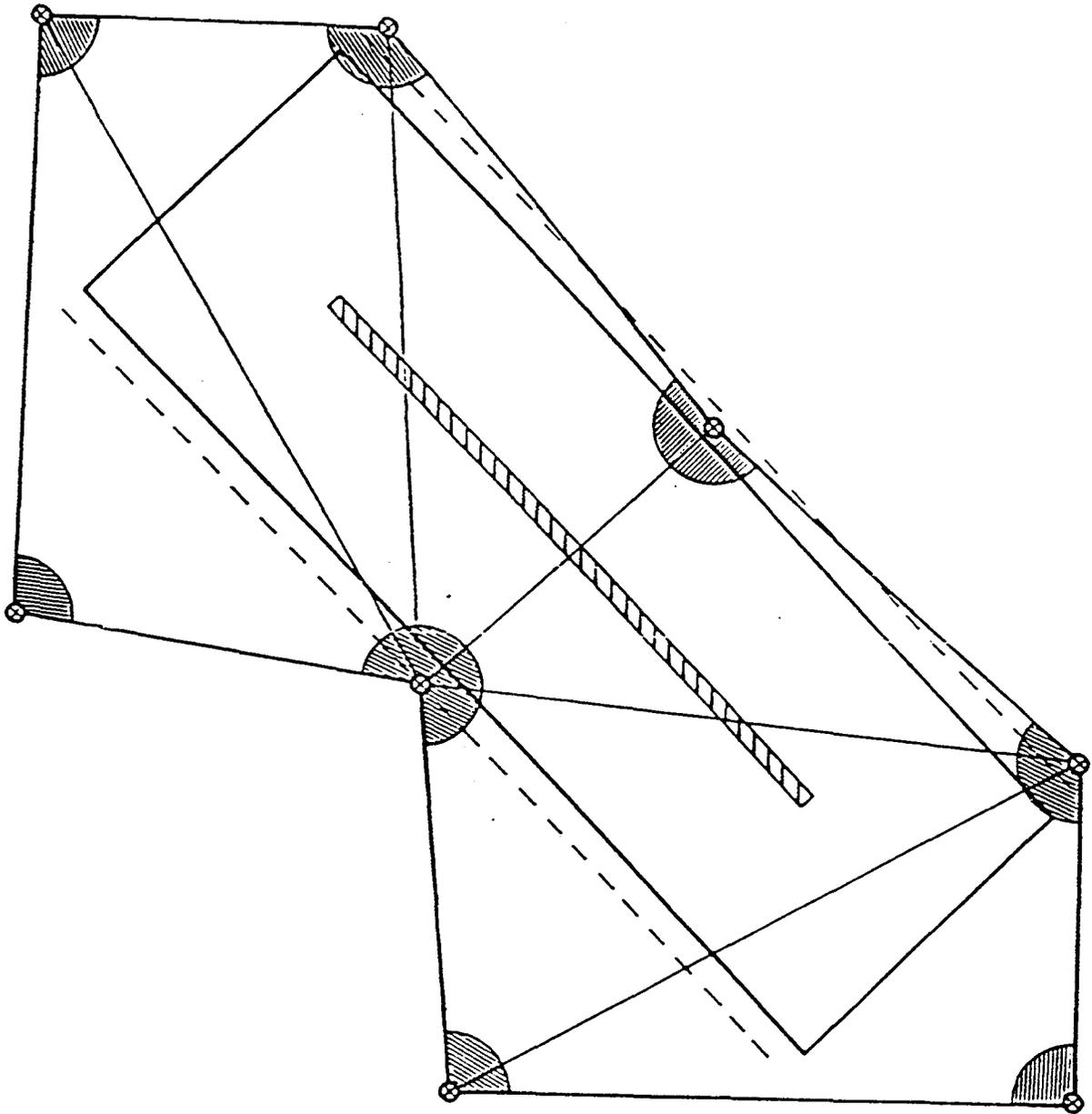


FIGURE 2-6. EIGHT STATIONS PROTECTING THE THIRD RUNWAY SHOWN IN
FIGURE 2-3; TRIANGLE PATTERN AND BLIND OR DEAD
SPOTS ARE SHOWN

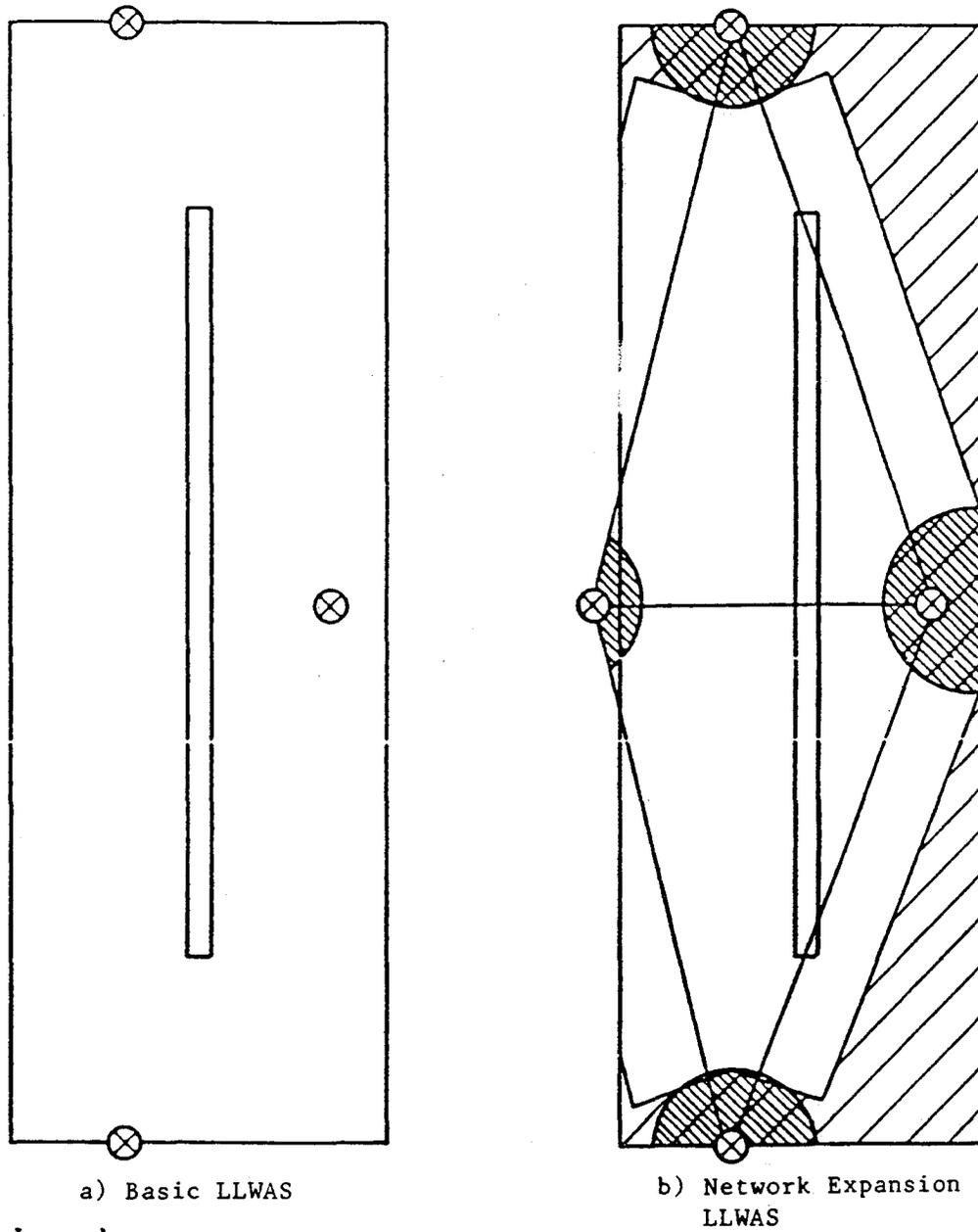


FIGURE 2-7. APPLICATION OF SHADING IN THE PROTECTED REGION

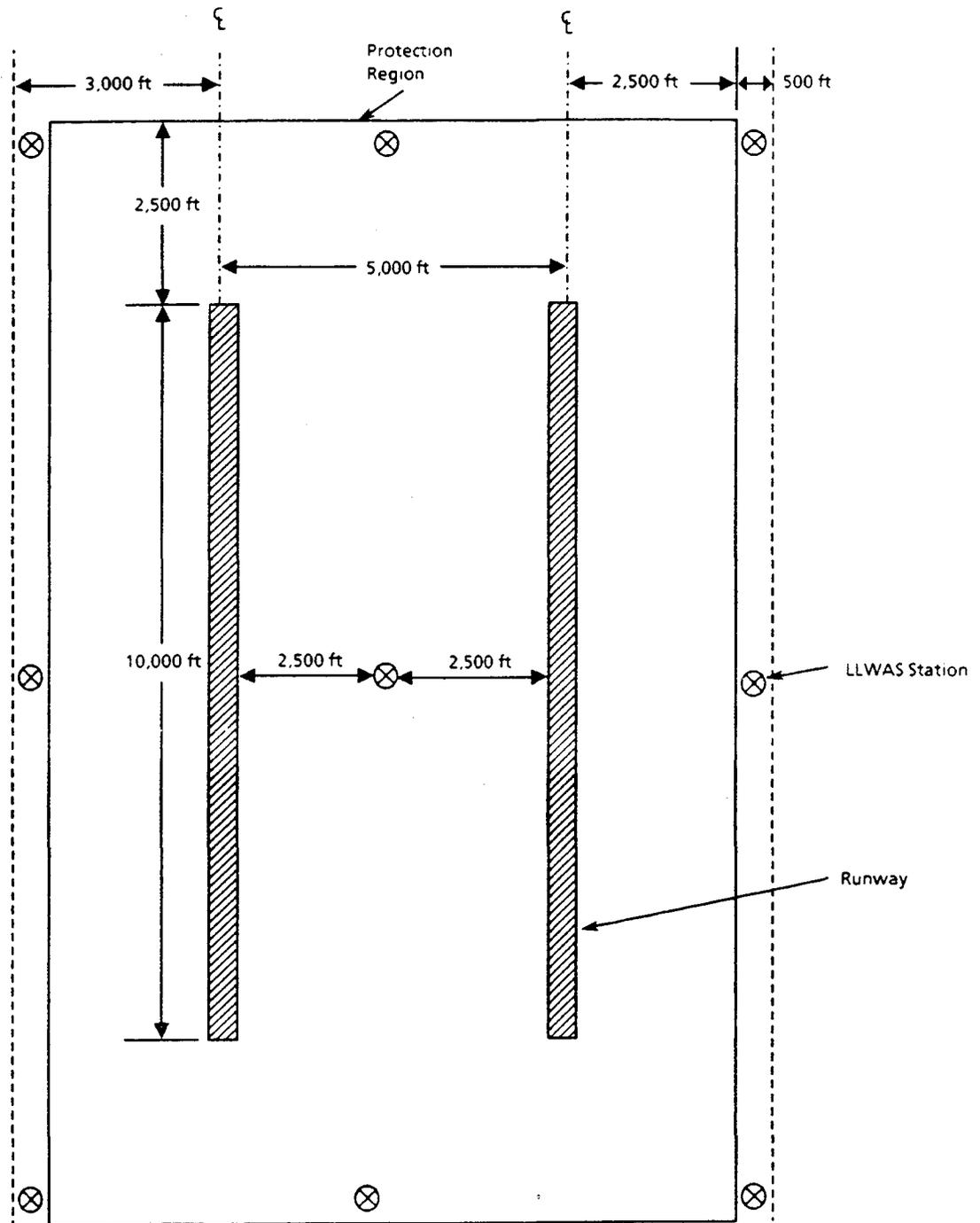


FIGURE 2-8. PROTECTING PARALLEL RUNWAYS

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APPENDIX 3. GUIDELINES FOR SITING INDIVIDUAL LLWAS ANEMOMETERS

1. INTRODUCTION

This appendix provides the rationale and supporting criteria for siting individual anemometers. Step-by-step procedures are included and specific examples with a sample format are provided.

2. GENERAL CONSIDERATIONS

The procedures used in siting individual anemometers (after the geometric layout has been determined) also must include consideration for the optimum performance of the system:

- a. The least sheltered anemometer is the standard against which sheltering at others is evaluated.
- b. Sheltering at an anemometer from all effects should not exceed twenty (20) percent.
- c. Insure that the mounting supports do not block the anemometer. The structure on which the anemometer is mounted should be reduced to a minimum to prevent local wakes or flow accelerations from impinging on the anemometer. Care should be taken to insure that warning lights, etc. are not placed on the same level as the anemometer and that lightning rods are of a small diameter (≤ 1.5 ") and located at an adequate distance (≥ 18.0 ") from the propeller of the anemometer.
- d. Units must be consistent when taking measurements and doing calculations.
- e. When unique situations at an individual anemometer site arise that are not covered by these criteria, then assistance should be requested from the FAA Technical Center, Surveillance and Weather Systems Branch, ACN-230.

3. SITING PROCEDURES AND CRITERIA

This section provides criteria and supporting information and outlines a step-by-step procedure for siting individual anemometers. Specific examples with a suggested format and a

list of notations and terms are included at the end of this section. It is important to be able to properly identify the obstruction(s).

3.1 Three-Dimensional Obstacles

Three-dimensional obstacles include single trees, groups of trees, individual buildings, groups of buildings, hangars, fuel or water tanks, or billboards. Three dimensional obstacles have a width of less than ten times their height.

3.1.1 Computing the Percent Sheltering

The following measurements are needed from the obstacle geometry; (1) X, distance from obstacle, (2) H, obstacle height, and (3) W, obstacle width. The parameter α , know as the power-law exponent, defines the roughness of the environment between obstacle and the anemometer (see table 3-1).

The velocity deficit represented by $(u_0-u)/u_0$ is the fractional sheltering or specified error in wind measurement due to sheltering by an obstacle. A graphical procedure to estimate $(u_0-u)/u_0$ is shown in figures 3-1 and 3-2 for open country ($\alpha=0.15$) and suburban ($\alpha=0.25$) environments, respectively.

Example:

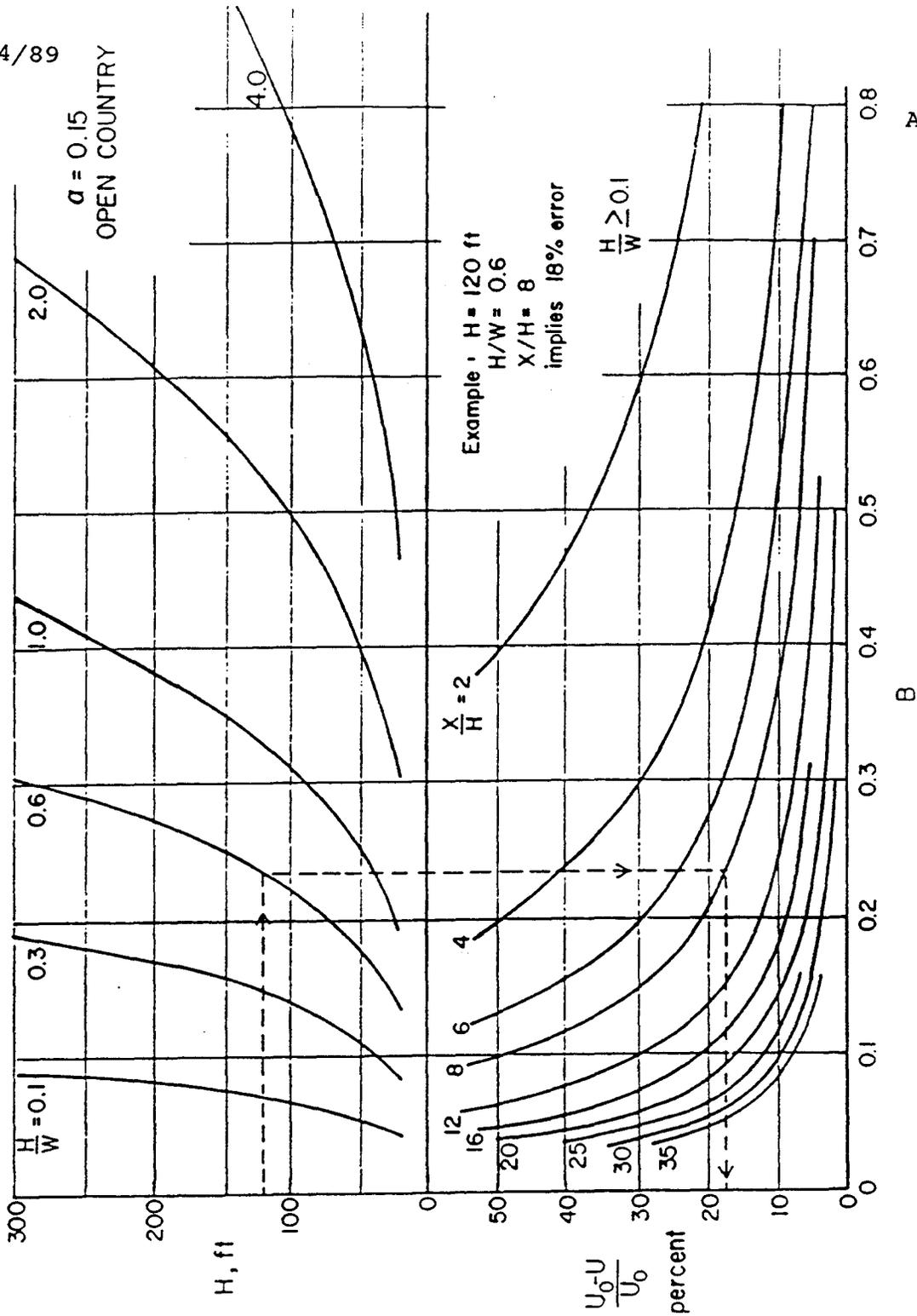
Given Measurements: H = 120 ft, W = 200 ft, X = 960 ft,
H/W = 0.6, and X/H = 8.

Solution: Since an open-country environment is anticipated for a site, Figure 3-1 will be used. Enter the top graph of Figure 3-1 at H = 120 ft. Move right to the 0.6 curve for H/W. Move down to the lower graph on vertical line to X/H = 8. Move left to read 18% for error.

3.1.2 Computing the "Reduced Distance" X_R From an Obstacle

Figure 3-3 provides a means for selecting a "reduced distance" X_R from an obstacle at which an anemometer may be installed at any desired height with a desired specified error, $(u_0-u)/u_0$.

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FIGURE 3-1. SELECTION CHART FOR SHELTERING FOR A THREE-DIMENSIONAL OBSTACLE IN AN OPEN COUNTRY ENVIRONMENT

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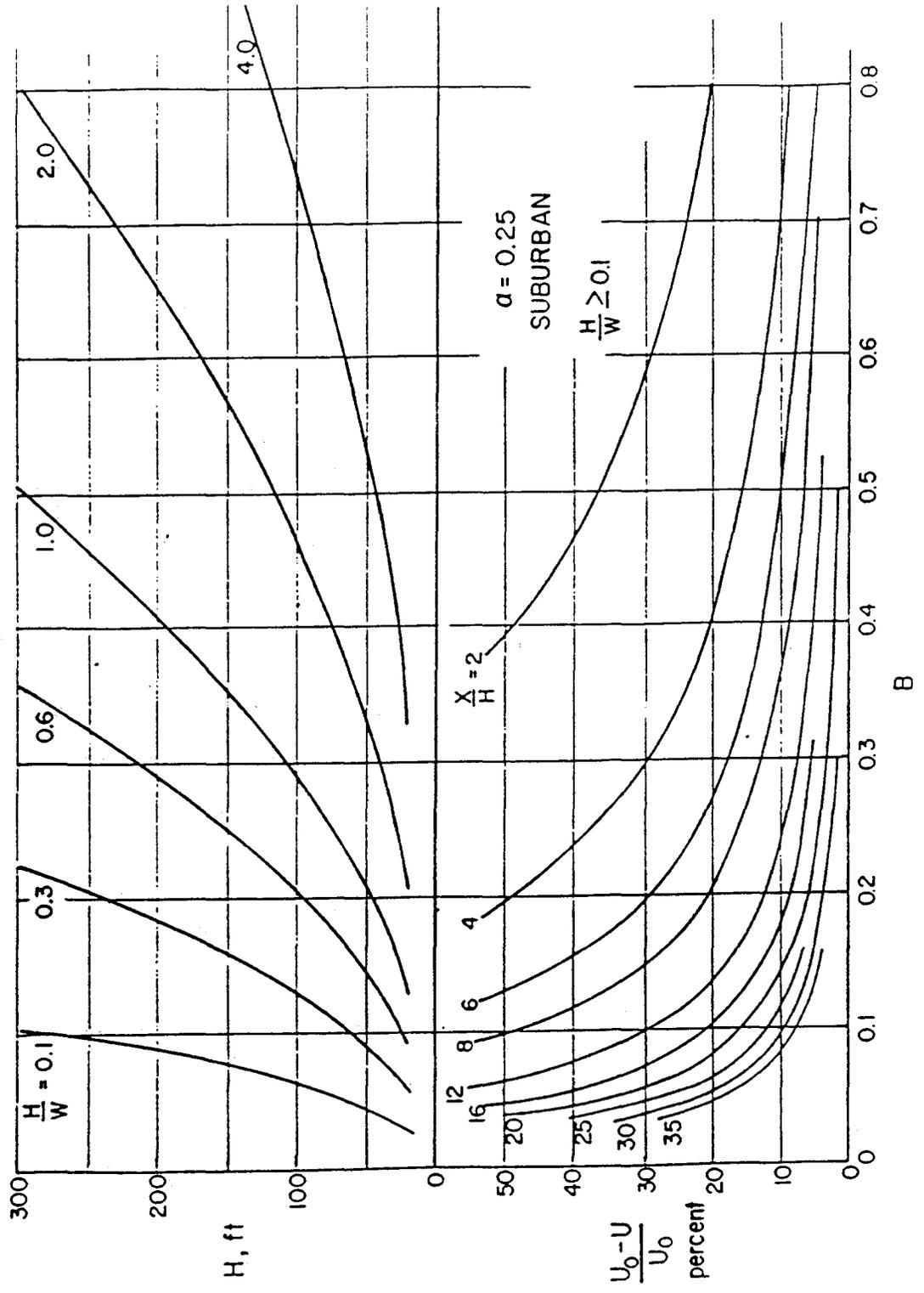


FIGURE 3-2. SELECTION CHART FOR SHELTERING FOR A THREE-DIMENSIONAL OBSTACLE IN A SUBURBAN ENVIRONMENT

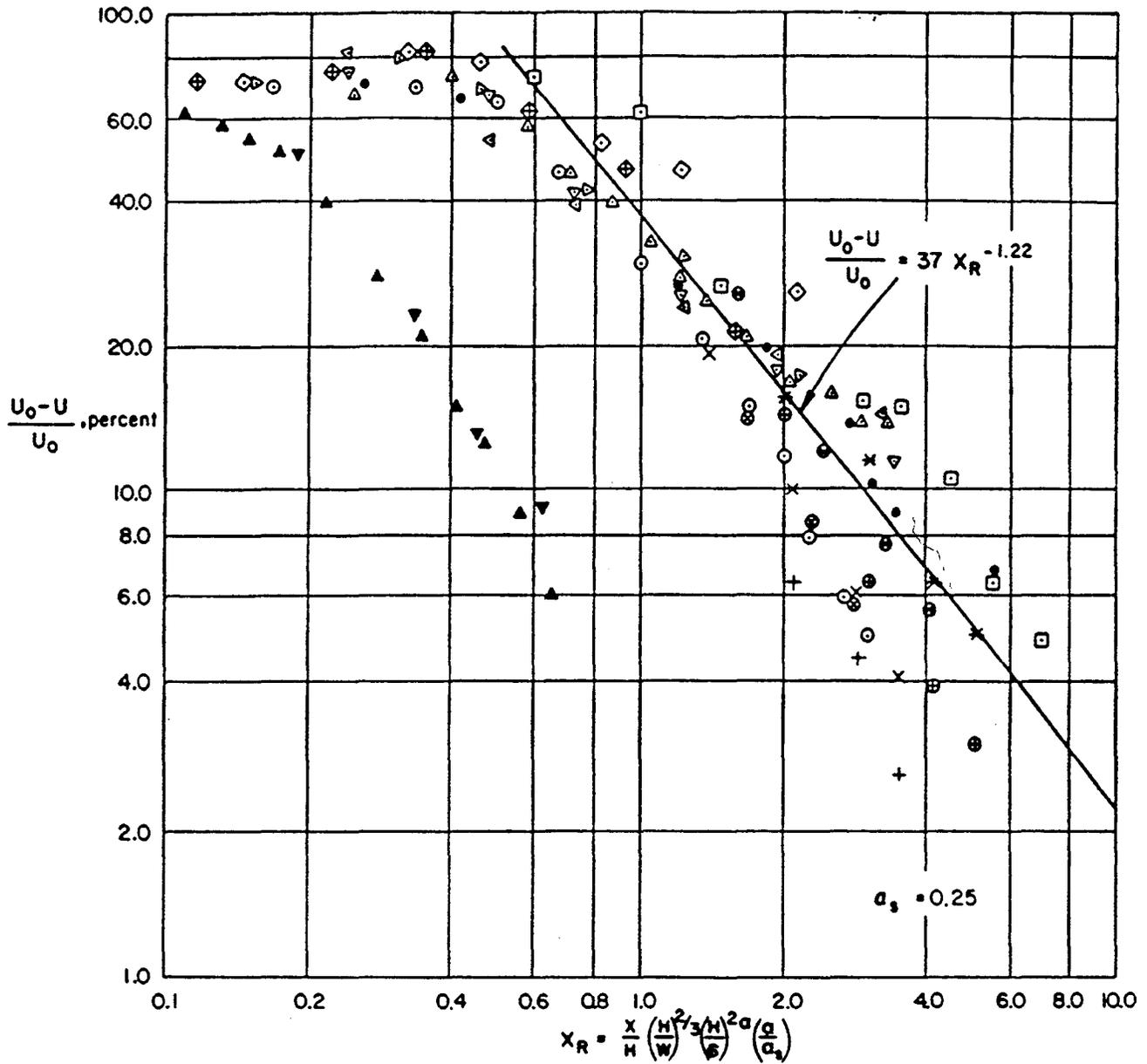


FIGURE 3-3. VARIATION OF MAXIMUM VELOCITY DEFICIT WITH REDUCED DISTANCE FOR THREE DIMENSIONAL OBJECTS

3.1.3 Computing Optimal Anemometer Height

In some situations it may be necessary to alternatively consider the height of a sensor for acceptable error when the anemometer must be placed sufficiently close to the object (in the wake) that acceptable errors cannot be obtained at an arbitrary elevation using the method described above. It is first necessary to compute the "reduced distance" X_R .

Step 1 Compute δ by:

$$\delta = 367 + 3333\alpha$$

Where δ , the boundary layer thickness, is in feet and α , the power-law exponent, is estimated from Table 3-1.

Step 2 Compute X_R by:

$$X_R = \left[\frac{X}{H} \right] \left[\frac{H}{W} \right]^{\frac{2}{3}} \left[\frac{H}{\delta} \right]^{2\alpha} \left[\frac{\alpha}{\alpha_s} \right]$$

For X , distance from obstacle, H , barrier height, W , barrier width, δ from Step 1, α from table 3-1, and α_s equals 0.25 (typical suburban power-law exponent).

Step 3 Figure 3-3 provides the contours of equal error $(u_0 - u)/u_0$ in percent form as a function of X_R and Z/H . Once a X_R is obtained, enter figure 3-4 to determine an acceptable elevation (Z/H) for the anemometer. Either contours (curves) or suggested zones (rectangular) may be used. Example, if $X_R=1.2$, then for 20% sheltering, $Z/H=2.00$.

3.2 Two-Dimensional Obstacles

Two-dimensional obstacles include fences, rows of trees, hedges, long buildings, or bridges. Two-dimensional obstacles have a height/width of less than 0.1, where the width is perpendicular to the wind.

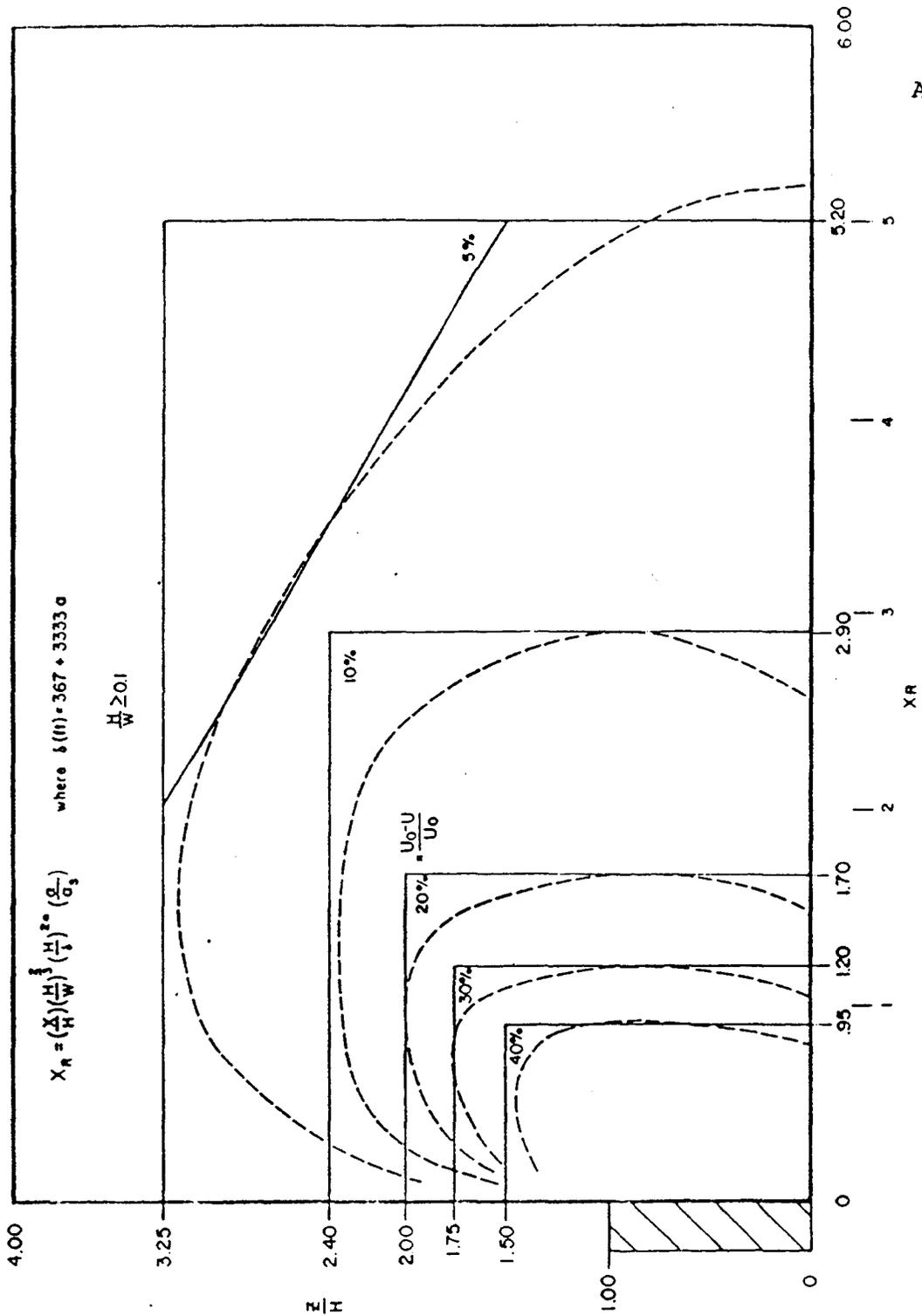


FIGURE 3-4. CONTOURS OF EQUAL ERROR IN VELOCITY IN THE WAKE OF A THREE-DIMENSIONAL OBSTACLE

TABLE 3-1. ESTIMATED VALUES OF THE SURFACE ROUGHNESS

z_0 (roughness length)	Representative Value Meters	Terrain	α (power-law exponent)
0.5-1.5	0.7	Center of large towns, cities, forests	0.35
		Dense forests of relatively non- uniform height	0.27-0.30
		Dense forests of relatively non- uniform height	0.23-0.25
0.15-0.5	0.3	Small towns, suburban area	0.24
0.05-0.15	0.1	Wooded country villages, out-skirts of small towns, farmland	0.20
0.015-0.05	0.03	Open country with isolated trees and buildings	0.17
0.007-0.015	0.01	Grass, very few trees	0.15
0.0015-0.007	0.003	RUNWAY AREAS (avg.) Surface covered with snow, rough sea in storm	0.13
< 0.0015	0.001	Calm open sea, lakes, snow covered flat terrain. Flat desert.	0.11

3.2.1 Computing the Percent Sheltering

The following measurements are needed from the obstacle geometry; (1) X, distance from obstacle, and (2) H, obstacle height.

$$\text{Low Obstacles:} \quad \frac{(u_o - u)}{u_o} = 2000 \left[\frac{X}{H} \right]^{-1.5} \quad \text{for } H \leq 100 \text{ ft}$$

$$\text{High Obstacles:} \quad \frac{(u_o - u)}{u_o} = 4300 \left[\frac{X}{H} \right]^{-1.5} \quad \text{for } H > 100 \text{ ft}$$

3.2.2 Computing Optimal Anemometer Height

In situations where the placement of the anemometer must be closer to the obstacle than the distance required by these equations (i.e. in the wake) then the anemometer may be raised to a sufficiently high elevation.

Step 1 Compute X/H.

Step 2 Figure 3-5 provides the contours of equal error $(u_o - u)/u_o$ in percent form as a function of X/H and Z/H. Either contours (curves) or suggested zones (rectangular) may be used. Once X/H is calculated, enter Figure 3-5 to determine an acceptable elevation (Z/H) for the anemometer. Example, if X/H=12, then for a 20% sheltering, Z/H=1.7.

3.3 Forest Canopies

A forest canopy is define as a grouping of trees (from the perspective of the Remote Station) that is more than 700-800 feet wide and more than 300 feet deep. Otherwise, it is classified as either a three-dimensional or two-dimensional obstacle.

3.3.1 Computing Optimal Anemometer Height For Wind Speeds Above a Forest Canopy (Long Fetch)

Where a forest extends upwind from the Remote Station for a distance B at least 100 times the average tree height, a procedure assuming that the boundary layer above the forest has reached equilibrium is used.

Figure 3-6 provides a plot of the ratio of the velocity u_r at height z_r above the mean forest height d over the rough (r) forest surface, to the velocity u_s at height z_s (which might be 20 ft) above a smooth (s) open field unaffected by obstructions.

This ratio is plotted in figure 3-6 for comparison with an anemometer in the smooth open terrain at an elevation of 20 feet. A reasonable guide to values of α_r are:

- | | |
|--------------------------------|--|
| $0.24 \leq \alpha_r \leq 0.25$ | For dense forest of relatively uniform height on smooth terrain. |
| $0.26 \leq \alpha_r \leq 0.27$ | For dense forest of relatively non-uniform height or breaks on smooth terrain. |
| $0.28 \leq \alpha_r \leq 0.29$ | For dense forest of relatively non-uniform height or with breaks on rough terrain. |

This procedure should overestimate anemometer heights if the length of forest is short, $B/d < 100$.

Example: Given: select an anemometer height in a forest environment on smooth terrain where tree heights are relatively uniform and where average tree height $d = 50$ ft. Assume the anemometer is to read not more than 20% less than an open-country anemometer at 20 feet.

Solution: from Figure 3-6, select $\alpha_r = 0.24$ and move vertically to $u_r/u_s = 0.8$. Read $z_r = 45$ ft. Therefore, the elevation of the anemometer above ground should be $d + z_r = 95$ ft.

3.3.2 Computing Optimal Anemometer Height For Wind Shelter Downwind of a Forest Canopy (Long Fetch)

Downwind of a forest area, over an open field, the boundary layer recovers from that over the forest to that over an open field. Very little data have been found in the literature for this case. Because of the small number of cases available in the literature, wind tunnel tests were run to provide additional data for these criteria.

Data obtained from the wind-tunnel simulation of 64 forest wakes are summarized in figure 3-7 to show the decrease in anemometer error with distance from the forest and height of the anemometer above ground. The figure shows that the height required to obtain a particular error remains similar to that at the downstream edge of the forest (see figure 3-7) for a distance X_n of 0.025 before decreasing with additional downwind distance.

Example: Given: at a distance X downwind of a forest of length $B = 1000$ ft with trees of roughly uniform height averaging $d = 30$ ft, find the anemometer height required to provide an error of no more than 20% in comparison to the same site with unlimited upwind exposure of the same roughness (i.e., no forest). The site is in an open grassy field. Solve for $X = 100$, 500, or 800 ft.

Solution:

Step 1 Compute X_n ,

$$X_n = \frac{X/B}{1.0 + 274 (d/B) + 1.4 \text{ LN } (Z_1/Z_0)}$$

From Table 3-1, let $\alpha_1 = 0.24$, $Z_1 = 0.3\text{m}$, and $Z_0 = 0.01$.

Step 2 Figure 3-7 provides the contours of percent error as a function of X_n and z/d . Either contours (curves) or suggested zones (piecewise straight lines) may be used. Once X_n is calculated, enter figure 3-7 to determine an acceptable elevation (z/d) for the anemometer. From figure 3-7 for 20% error:

For X = 100ft	Xn = .007	z/d = 2.0	z = 60ft
500	.036	1.7	51
800	.057	any	any

3.4 Surface Roughness Changes

When the wind flows from a region with a particular surface roughness, z_{o1} , to a region with a different surface roughness z_{o2} , there is change in the shape of the velocity profile near the ground, up to height $h_I(x)$, see figure 3-8. The layer below $h_I(x)$ is often called the Internal Boundary Layer (IBL). The height $h_I(x)$, which increases with the distance X from the roughness interface, is called the height of the IBL.

Clearly, two anemometers placed at the same height, but at different distances from an interface, would not record the same wind speed. Abrupt changes from an urban terrain to a smooth terrain, or visa versa, are also associated with local accelerations or wakes caused by the change of the effective level of the ground.

The purpose of this section is to present a convenient algorithm for estimating the approximate magnitude of changes in winds speeds downstream of such interfaces.

3.4.1 Computing Optimal Anemometer Height For Single Step Change in Roughness

The equations describing the wind field across the internal boundary layer for a single roughness change are:

$$\frac{u(z)}{u_1(10)} = \left[\frac{z}{10} \right]^{\alpha_1} \quad \text{for } x \leq X_{o1}$$

and

$$\frac{u(z)}{u_1(10)} = b_{10} \left[\frac{z}{10} \right]^{\alpha_1 + \beta} \cdot x^k \quad \text{for } x > X_{o1}$$

where

$$X_{o1}(z) = \left[b_{10} (z/10)^\beta \right]^{\frac{-1}{k}}$$

In these equations, $u(z)$ is the velocity at height z a distance x downwind of the roughness change (figure 3-8); $u_1(10)$ has been selected as a reference velocity upwind of the roughness change at an elevation of 10 m; α_1 is the upstream value of roughness described as a power-law exponent; and b_{10} , β , and k are obtained from table 3-2.

The above equations can be solved for the value of z as a function of $u(z)/u_{10}$.

$$z = 10 \left[\frac{u(z)}{u_1(10)} \right]^{\frac{1}{\alpha_1}} \quad \text{for } x \leq X_{o1}$$

$$z = 10 \left[\frac{1}{b_{10}} \frac{u(z)}{u_1(10)} \frac{1}{x^k} \right]^{\frac{1}{\alpha_1 + \beta}} \quad \text{for } x > X_{o1}$$

where
$$\frac{u(z)}{u_1(10)} = \left[\frac{z}{10} \right]^{\alpha_1} \quad \text{for } x \leq X_{o1}$$

$$\frac{u(z)}{u_1(10)} = b_{10} \left[\frac{z}{10} \right]^{\alpha_1 + \beta} \cdot x^k \quad \text{for } x > X_{o1}$$

Thus knowledge of only four parameters, b_{10} , $(\alpha_1 + \beta)$ and k , is required for determining the height of the sensor for a prescribed velocity difference tolerance, i.e., $u(z)/u_1(10)$. Application of equations for Z are based on computed value of X_{o1} . Representative values of surface roughness and the corresponding power law exponent α are given in table 3-1.

TABLE 3-2. VALUES OF COEFFICIENTS B_{10} , β , AND k .

$Z_{02} =$		0.001	0.003	0.010	0.030	0.100	0.300	0.700
$Z_{01} =$	a_2							
	a_1	0.107	0.126	0.147	0.169	0.200	0.250	0.350
0.001	0.107				$b_{10} = 1.105$ $\beta = 0.051$ $k = -0.032$	$b_{10} = 1.161$ $\beta = 0.088$ $k = -0.050$	$b_{10} = 1.196$ $\beta = 0.142$ $k = -0.069$	
0.003	0.126				$b_{10} = 1.093$ $\beta = 0.035$ $k = -0.025$	$b_{10} = 1.138$ $\beta = 0.072$ $k = -0.042$	$b_{10} = 1.155$ $\beta = 0.122$ $k = -0.060$	$b_{10} = 1.128$ $\beta = 0.182$ $k = -0.075$
0.010	0.147				$b_{10} = 1.045$ $\beta = 0.012$ $k = -0.013$	$b_{10} = 1.093$ $\beta = 0.052$ $k = -0.031$	$b_{10} = 1.103$ $\beta = 0.101$ $k = -0.048$	$b_{10} = 1.059$ $\beta = 0.167$ $k = -0.062$
0.030	0.169	$b_{10} = 0.911$ $\beta = -0.062$ $k = 0.029$	$b_{10} = 0.923$ $\beta = -0.051$ $k = 0.023$	$b_{10} = 0.960$ $\beta = -0.030$ $k = 0.012$		$b_{10} = 1.053$ $\beta = 0.029$ $k = -0.018$	$b_{10} = 1.064$ $\beta = 0.076$ $k = -0.035$	$b_{10} = 1.039$ $\beta = 0.144$ $k = -0.052$
0.100	0.200	$b_{10} = 0.916$ $\beta = -0.094$ $k = 0.040$	$b_{10} = 0.926$ $\beta = -0.084$ $k = 0.035$	$b_{10} = 0.940$ $\beta = -0.065$ $k = 0.025$	$b_{10} = 0.963$ $\beta = -0.039$ $k = 0.015$		$b_{10} = 1.036$ $\beta = 0.049$ $k = -0.021$	$b_{10} = 1.014$ $\beta = 0.111$ $k = -0.037$
0.300	0.250		$b_{10} = 0.929$ $\beta = -0.130$ $k = 0.050$	$b_{10} = 0.950$ $\beta = -0.113$ $k = 0.040$	$b_{10} = 0.958$ $\beta = -0.090$ $k = 0.031$	$b_{10} = 0.996$ $\beta = -0.052$ $k = 0.015$		$b_{10} = 1.012$ $\beta = 0.062$ $k = -0.020$
0.700	0.350					$b_{10} = 1.035$ $\beta = -0.152$ $k = 0.030$	$b_{10} = 1.033$ $\beta = -0.099$ $k = 0.015$	

Open blocks represent unavailable conditions in the data used to develop the table. For these cases, the nearest available condition may be used.

Note: B_{10} , β , and k are parameters derived from power law studies of roughness changes.

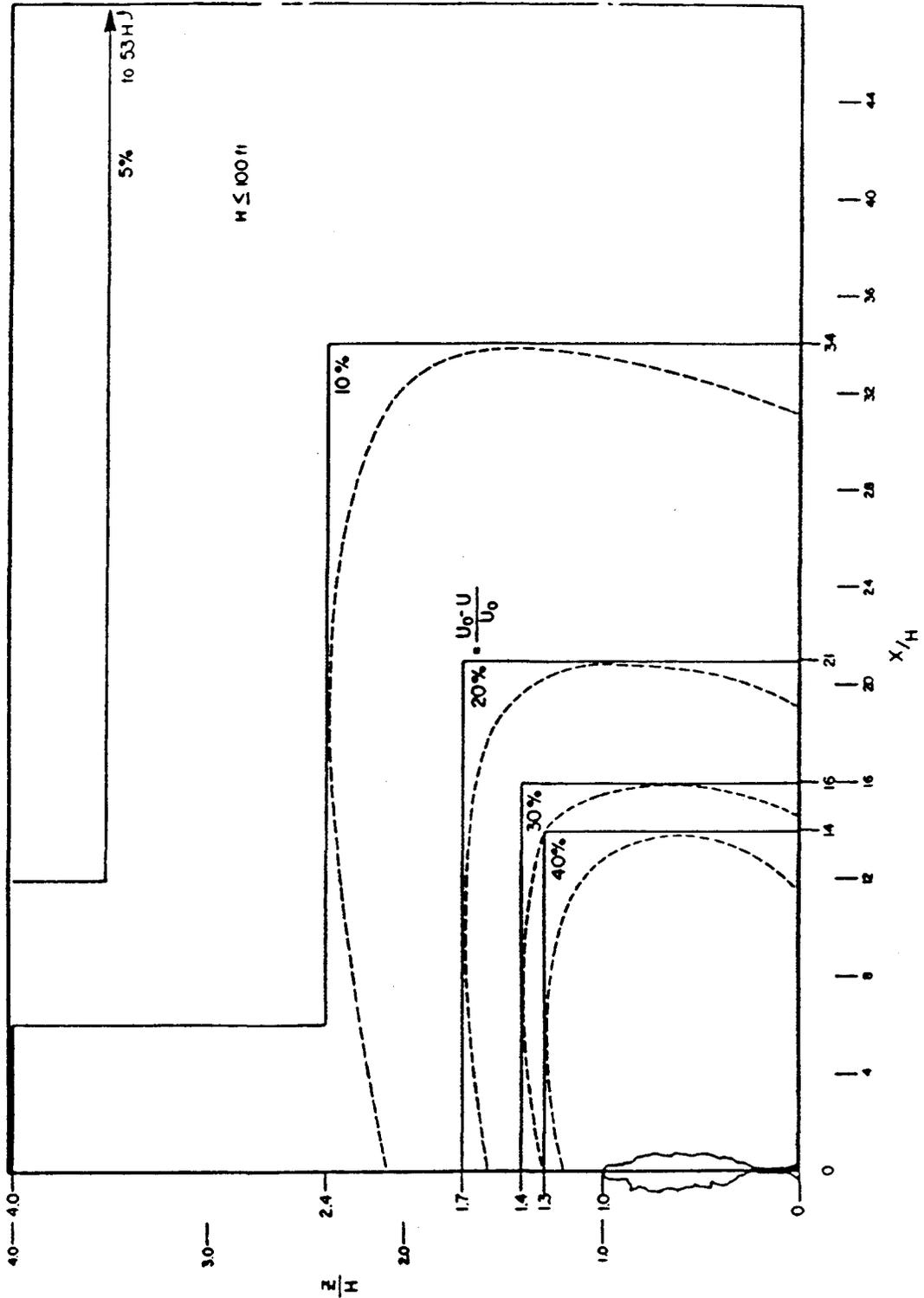


FIGURE 3-5. RECTANGULAR APPROXIMATIONS TO CONTOURS OF EQUAL ERROR IN VELOCITY IN THE WAKE OF TWO-DIMENSIONAL OBSTACLES

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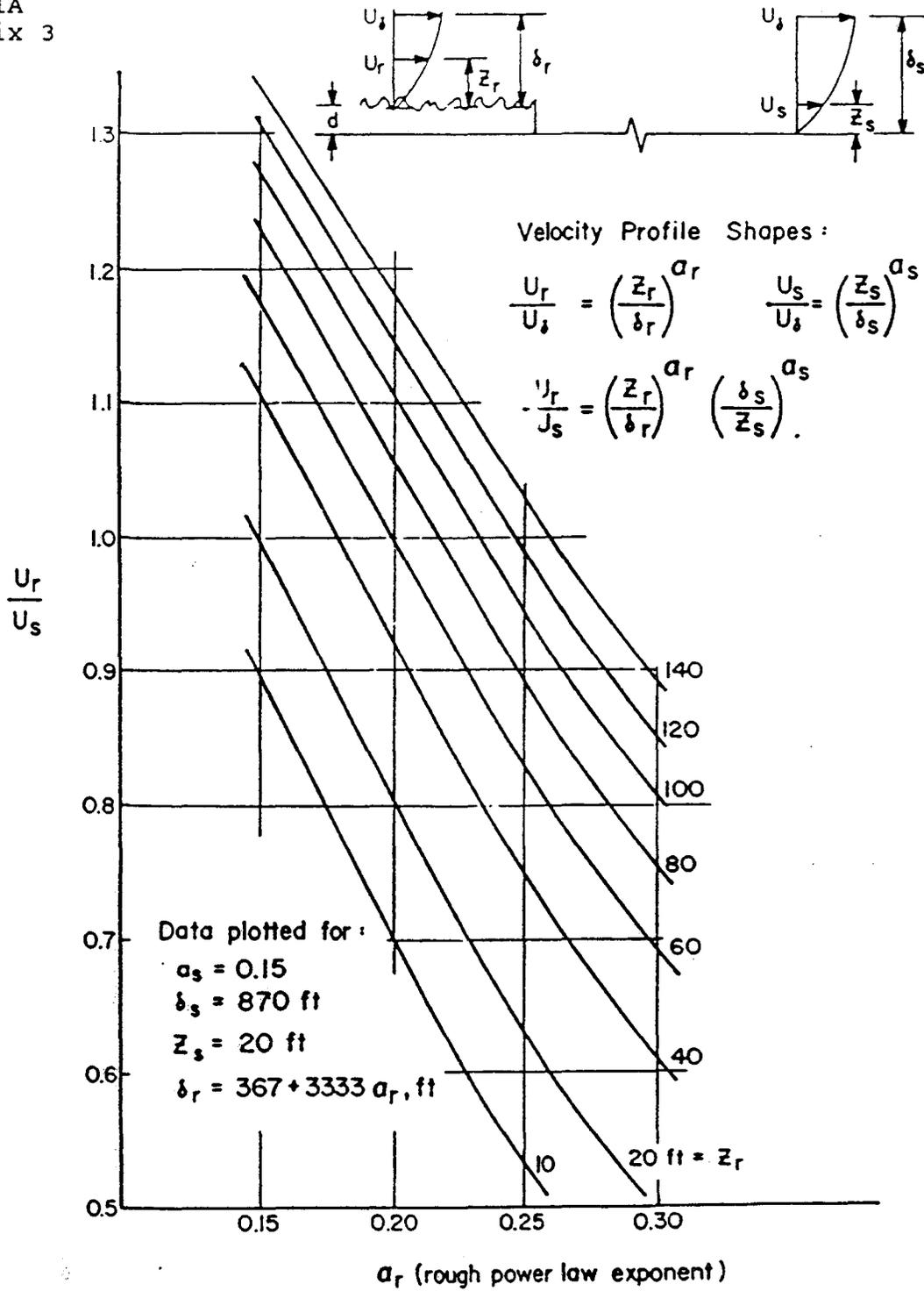
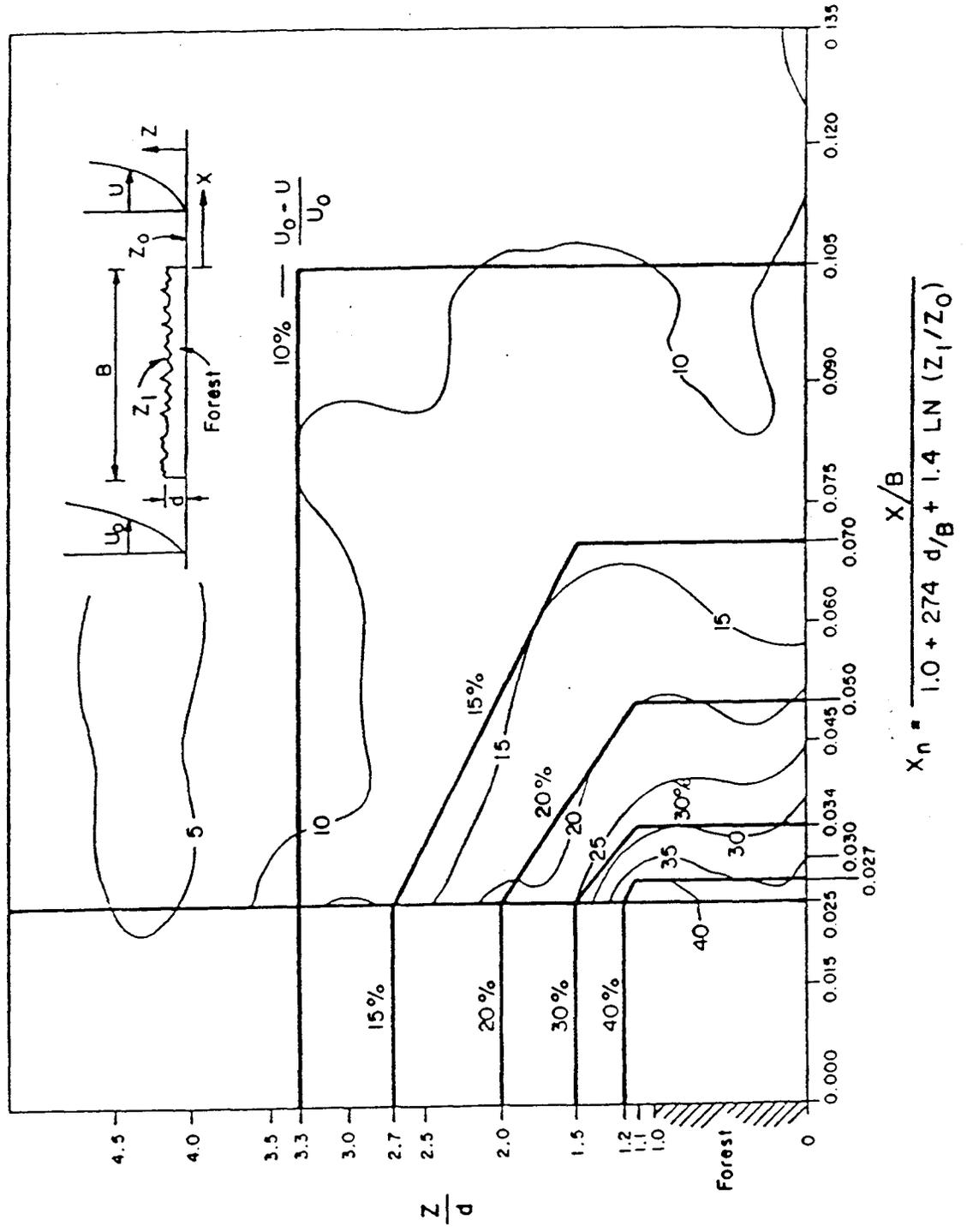


FIGURE 3-6. HEIGHT ABOVE ROUGH FOREST WHICH HAS SAME VELOCITY AS OPEN COUNTRY VELOCITY AT 20 FEET



$$X_n = \frac{X/B}{1.0 + 274 d/B + 1.4 \text{ LN}(Z_1/Z_0)}$$

FIGURE 3-7. SHELTER DOWNWIND OF A FOREST

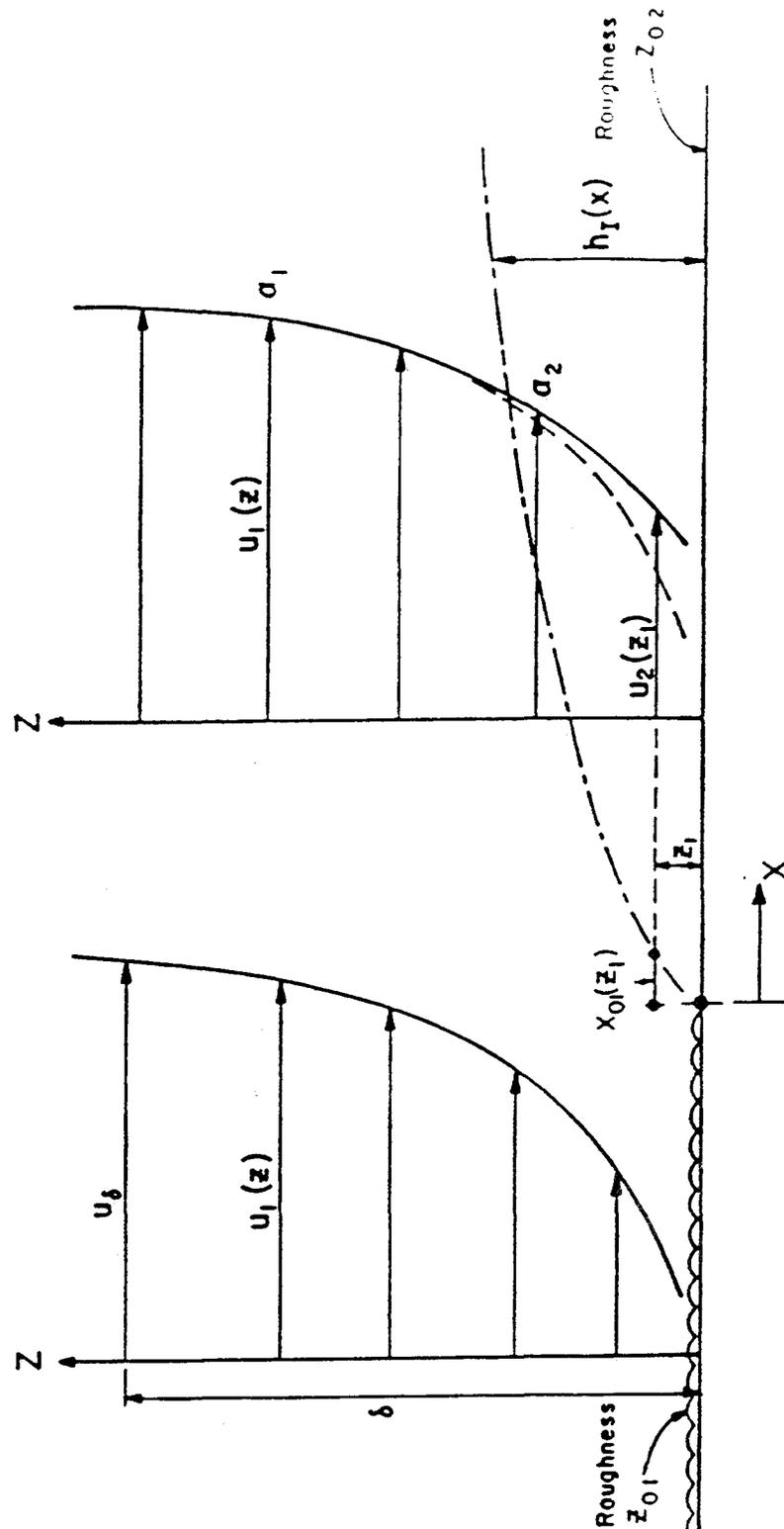


FIGURE 3-11. A SCHEMATIC DESCRIPTION OF THE INTERNAL BOUNDARY LAYER (IBL) AFTER A DECREASE IN SURFACE ROUGHNESS. NOTE THE INCREASED VELOCITIES WITHIN THE IBL. AT A GIVEN HEIGHT z_1 , THE ROUGHNESS CHANGE IS EFFECTIVE DOWNWIND OF $X_{01}(z_1)$.

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Example: (1) Given: $\alpha = 0.15$, $z_{o1} = 0.01$ m, and $z_{o2} = 0.3$ m
From Table 3-2: $b_{10} = 1.103$, $\beta = 0.101$, and $k = -0.048$

Let $\frac{z}{10} = 2$, $X_{o1} = 33$ m

For $X < 33$ m;

$$\frac{u(z)}{u_{10}} = \left[2 \right]^{0.15}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.11$

For $x > 33$ m;

$$\frac{u(z)}{u_{10}} = \left[1.103 \right] \left[2 \right]^{(0.147+0.101)} \left[X \right]^{-0.048}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.31 \left[X \right]^{-0.048}$

If $X = 1000$ m, then $\frac{u(z)}{u_{10}} = 0.94$;

$X = 3000$ m, then $\frac{u(z)}{u_{10}} = 0.892$;

$X = 10000$ m, then $\frac{u(z)}{u_{10}} = 0.842$.

(2) Given: $\alpha = 0.35$, $z_{o1} = 0.7$ m, and $z_{o2} = 0.1$ m
From Table 3-2: $b_{10} = 1.035$, $\beta = -0.152$, and $k = 0.03$

Let $\frac{z}{10} = 1$, $X_{o1} = 0.3$ m

For $X < 0.3$ m;

"this case is not of interest"

For $x > 0.3$ m;

$$\frac{u(z)}{u_{10}} = \left[1.035 \right] \left[1 \right]^{(0.35-0.152)} \left[X \right]^{-0.048}$$

$$\text{Therefore, } \frac{u(z)}{u_{10}} = 1.035 \left[X \right]^{0.03}$$

$$\text{If } X = 1000 \text{ m, then } \frac{u(z)}{u_{10}} = 1.273;$$

$$X = 3000 \text{ m, then } \frac{u(z)}{u_{10}} = 1.316;$$

$$X = 10000 \text{ m, then } \frac{u(z)}{u_{10}} = 1.364.$$

3.5 Terrain Effects Caused by 2-D Slopes and 3-D Slopes (Ridges and Hills)

Terrain effects include local hills, embankments, escarpments, valleys, and depressions. When accounting for the effects of terrain on the velocity profile, idealize the terrain into the forms shown in figure 3-10.

NOTE: This section is limited to single terrain features and small scale topographic configurations (small compared to the height of the atmospheric boundary layer). When considering multiple terrain features, assistance should be requested (see appendix 3 section 2(e)).

Consider the hill in figure 3-9. The approach velocity profile is designated by $u_a(z)$, where z is always the height above the local ground surface. The local velocities at other locations are designated by $u(x,z)$. The following equations are for the local speed-up (at the same z above the local ground surface);

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- a. velocity perturbation;

$$\Delta u(x, z) = u(x, z) - u_a(z)$$

- b. fractional speed-up ratio;

$$\Delta S = \frac{\Delta u(x, z)}{u_a(z)}$$

- c. amplification factor.

$$A = \frac{u(x, z)}{u_a(z)} = 1 + \Delta S(z)$$

The velocity field is determined by the exact geometric configuration of the terrain. The topographical configuration is described using two length scales.

- a. h = The maximum height above the assumed horizontal upstream surface.
- b. L = The typical length scale of the configuration. We shall adopt the commonly used definition of L , which is the distance from the crest where the elevation e above the environment is $h/2$.

In approximating the effect of a specific configuration, an estimate should be made of the appropriate values of h and L for which the analytical expression best describes the specific configuration, as shown for example in figure 3-10. Figure 3-10a shows a two dimensional ridge or a three dimensional hill, and figure 3-10b shows escarpment. In the case of an escarpment with sharp angles, the data at the top of figure 3-11 should be used.

For separation, distinction must first be made between configurations with mild slopes where $h/L \leq 0.5$ and configurations with steep slopes where $h/L > 0.5$. Most of the estimates are for mild slopes. Slightly larger (up to 20% at most) maximum speed-up values can occur in configurations with steep slopes, due to flow separations (See Figure 3-9b).

3.5.1 Speed Up Above the Crest of Topographical Configurations

Simple guidelines for estimating the speed-up variations near small scale topographical features for atmospheric boundary layer flow over hills with low slope are given below.

The maximum of ΔS (not of u) occurs near the surface at the hilltop. Based on this model the following guidelines are provided;

- a. $\Delta S_{\max} = 2 (h/L)$ For 2-D ridges or valley with negative value of h . Separation for valley flow can occur for slopes greater than 0.3 or less.
- b. $\Delta S_{\max} = 0.8 (h/L)$ For 2-D escarpments.
- c. $\Delta S_{\max} = 1.6 (h/L)$ For 3-D axisymmetric hills.

These estimates should only be used for h/L up to about 0.5. In separated flows, a small increase in ΔS_{\max} is expected up to $\Delta S_{\max} = 1.2$.

The above 2-D cases are for flows perpendicular to the 2-D configuration. For flows at an angle to the 2-D configuration, L should be adjusted as follows:

$$L = L_0 / \cos \theta \quad \text{Where } \theta \text{ is the angle between the flow direction and normal direction, } L_0.$$

It should be noted that there may be a significant (approx. 20°) change in wind direction over 2-D terrain features for non-normal flows.

The fractional speed-up at higher elevation above the hilltop can be estimated using the exponential decay law;

$$\Delta S(o, z) = (\Delta S_{\max}) (\exp [-E z/L])$$

Where

$E = 3$	for 2-D hills
$E = 2.5$	for 2-D escarpments
$E = 4$	for 3-D hills

For an estimate of the speed-up at x not equal to zero, estimates of the decay of the speed-up away from the crest are much less certain. For hills, above the elevation of the top of the hill, the following may be used;

$$\Delta S = (\Delta S_{\max}) (\exp [-E(z_1^2 + x^2)^{1/2}/L])$$

where $E = 3$ for 2-D ridges
 $E = 4$ for 3-D hills
 z_1 is the height above the hill crest, see
 Figure 3-12

According to this equation, the constant ΔS lines become circles. This procedure gives values which are close estimates for ΔS downstream of hills. It gives slightly larger values of ΔS upstream of the hill. For estimating the velocity upstream of hills, figure 3-11 can be used.

3.5.2 Computing Optimal Anemometer Height Downwind of 2-D Slopes (Ridges and Lee Slopes)

Data obtained from wind-tunnel simulation of 40 2-D ridge and 48 2-D lee slope model simulations are summarized in Table 3-3 to show the decrease in anemometer error with distance from the hilltop and height of the anemometer above ground. A 2-D ridge has a shape approximated by Figure 3-9a while a 2-D lee slope is a hill with a broad top so that the geometry would appear as in Figure 3-10b with velocity from the right in the figure. Data are provided for open country and suburban surface roughness and for a variety of slope angles. Distance x has its origin at the point where the downward slope of the ridge or lee slope begins. The range of validity of the data in table 3-3 is for ridge or lee slope heights of 40 feet to 170 feet. Smaller ridge heights are expected to give smaller anemometer heights than listed, but possibly longer relative distances. In all cases, the anemometer should be no less than $1.5H$ (1.5 times the height of local roughness elements). Where an error category only appeared below $1.5H$, the minimum anemometer height Z_m was set to $1.5H$ in Table 3-3 and X_m was set to not applicable, NA, indicating any location on the slope above elevation $1.5H$ is acceptable.

Example: Given: A generally flat plane breaks into a 9 degree average slope to a river bottom 80 feet below the plane. The estimated surface roughness length Z_0 is 0.03 meters (grassy area with some trees and buildings). A proposed anemometer location is 500 ft down the slope from the break. Find minimum anemometer heights to limit anemometer shielding to 20 or 30 percent.

Solution: Use table 3-3, lee slope, open country, 9 degree angle.

For 20% error distance $X_m = 9h = 9(80) = 720$ ft

For 30% error distance $X_m = 8h = 8(80) = 640$ ft

Since $X(=500) < X_m(=720 \text{ or } 640)$, the anemometer is affected by the slope.

From Table 3-3, the height requirement for;

20% error is $Z_m = 70$ ft;

30% error is $Z_m = 40$ ft.

3.5.3 Computing Optimal Anemometer Height Downwind of 3-D Slopes (Hills)

3-D hill model simulations are summarized in table 3-4 to show the decrease in anemometer error with distance from the hilltop and height of the anemometer above ground. The 3-D hill shape is approximated by figure 3-10a; however, the upwind and lee slopes need not be similar. Data are represented in a format similar to the 2-D ridge case. Downwind slope angles are limited to 9 or 10 degrees - for larger slope angles separated flow phenomena may occur and might better be predicted by a 3-D obstacle. For the 3-D hill case, the largest effects occur beyond 4 hill heights and so the anemometer height restrictions are different farther from the hilltop. Hill heights used to obtain table 3-4 were 75 ft and 150 ft high. The range of validity may reasonably be over hill heights of 40 ft to 170 ft. Smaller hill heights are expected to give smaller anemometer height requirements than those listed by a small amount.

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Example: Given: A 60 ft high grassy hill with scattered 12 ft bushes ($Z_0 = 0.03\text{m}$) has an average slope of 6 degrees. An anemometer is to be located 600 ft from the top of the downward slope. Find minimum anemometer heights to limit shielding to 20 or 30 percent.

Solution: Use table 3-4, open country, 6 degree angle, and $x/h > 4$.

For 20% error distance $X_m = 17h = 17(60) = 1020$ ft
For 30% error distance $X_m =$ not applicable

Since $X(=600) < X_m(=1020)$, the anemometer is influenced by the slope for 20% errors.

From table 3-4, the height requirement for;
20% error is $Z_m = 50$ ft;
30% error is larger of $1.5 (12) = 18$ ft or 20 ft, use 20 ft to avoid 30 % error.

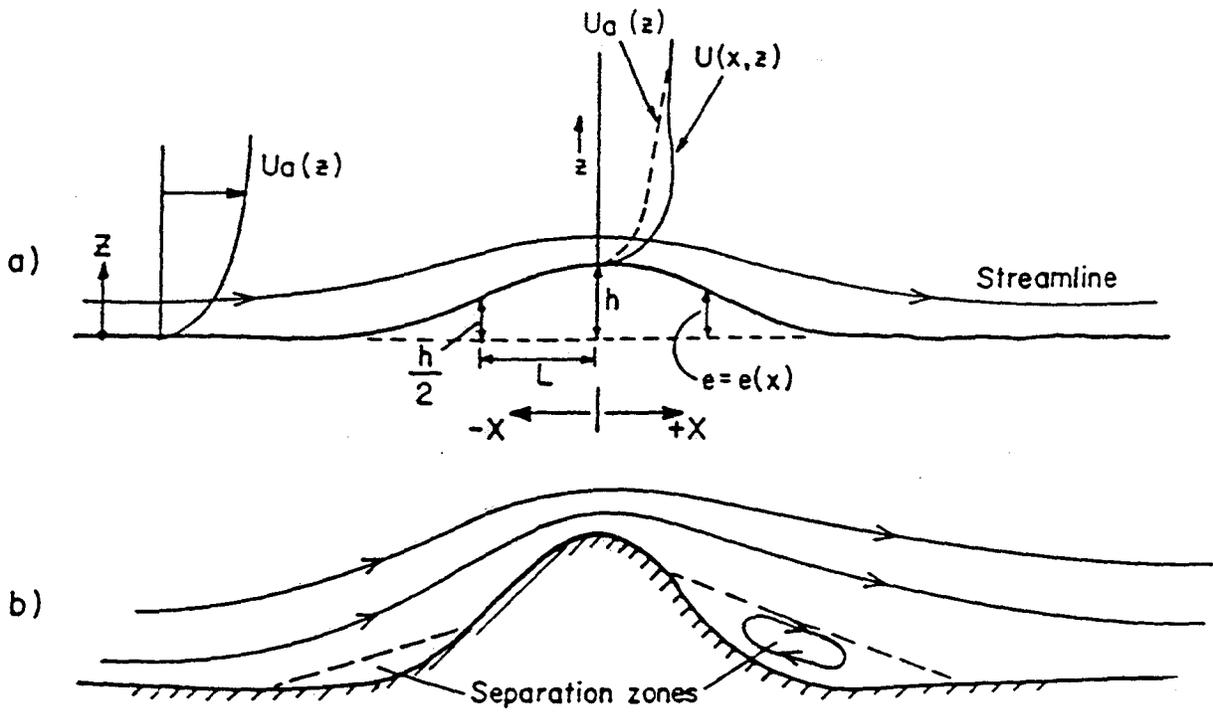


FIGURE 3-9. VELOCITY PROFILES AND SEPARATION ZONES

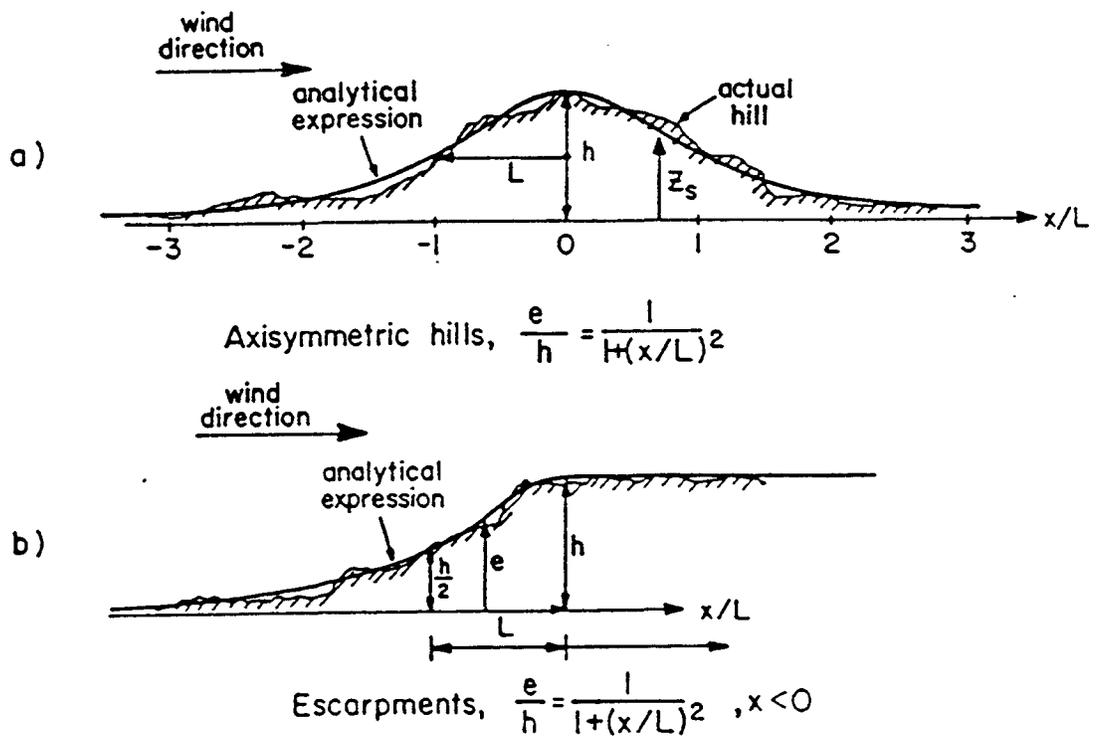


FIGURE 3-10. COMMONLY USED CONFIGURATION IN ESTIMATING THE SPEED-UP

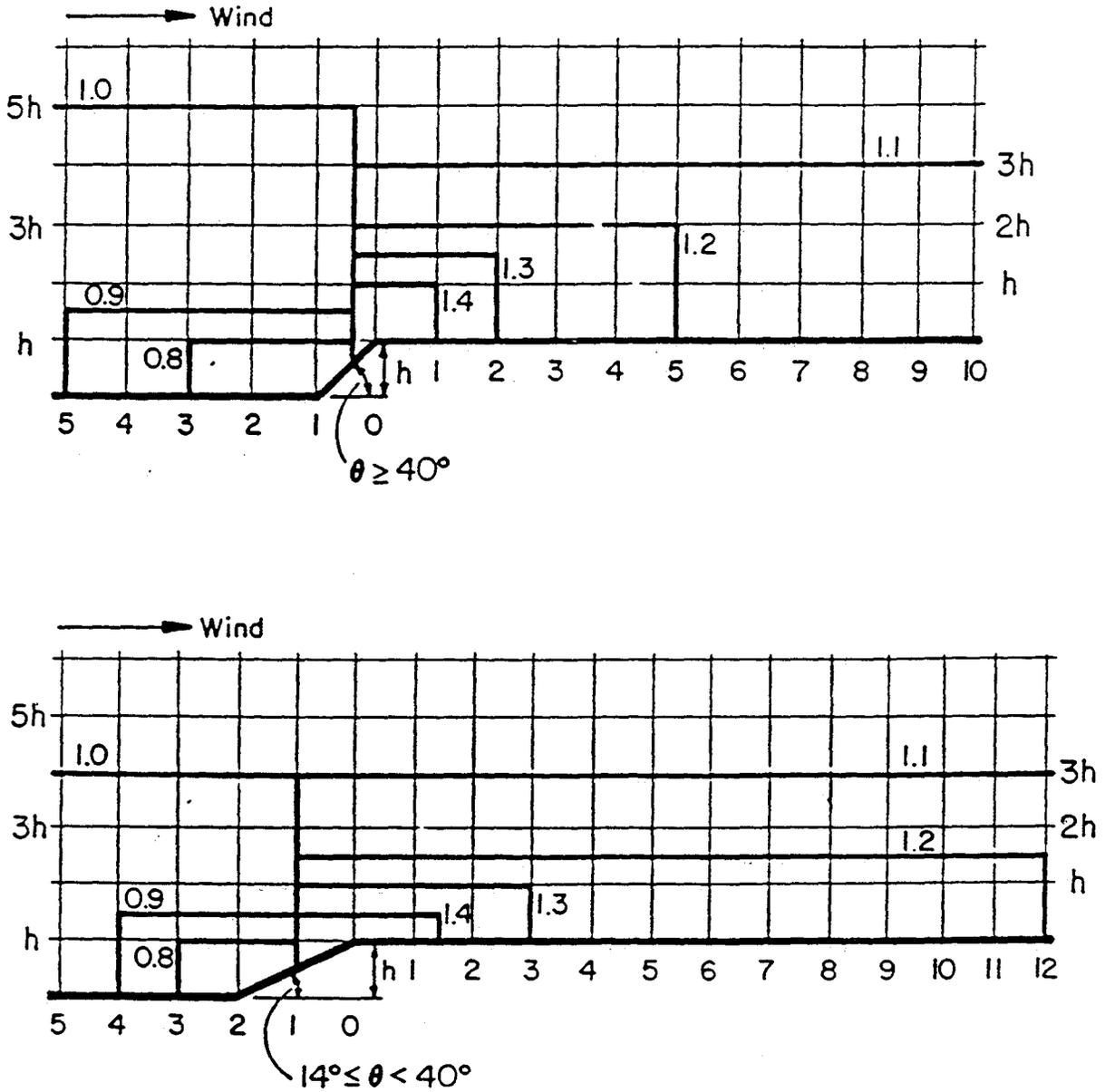


FIGURE 3-11. SIMPLIFIED CONTOURS OF AMPLIFICATION FACTOR A OVER VARIOUS ESCARPMENT SHAPES

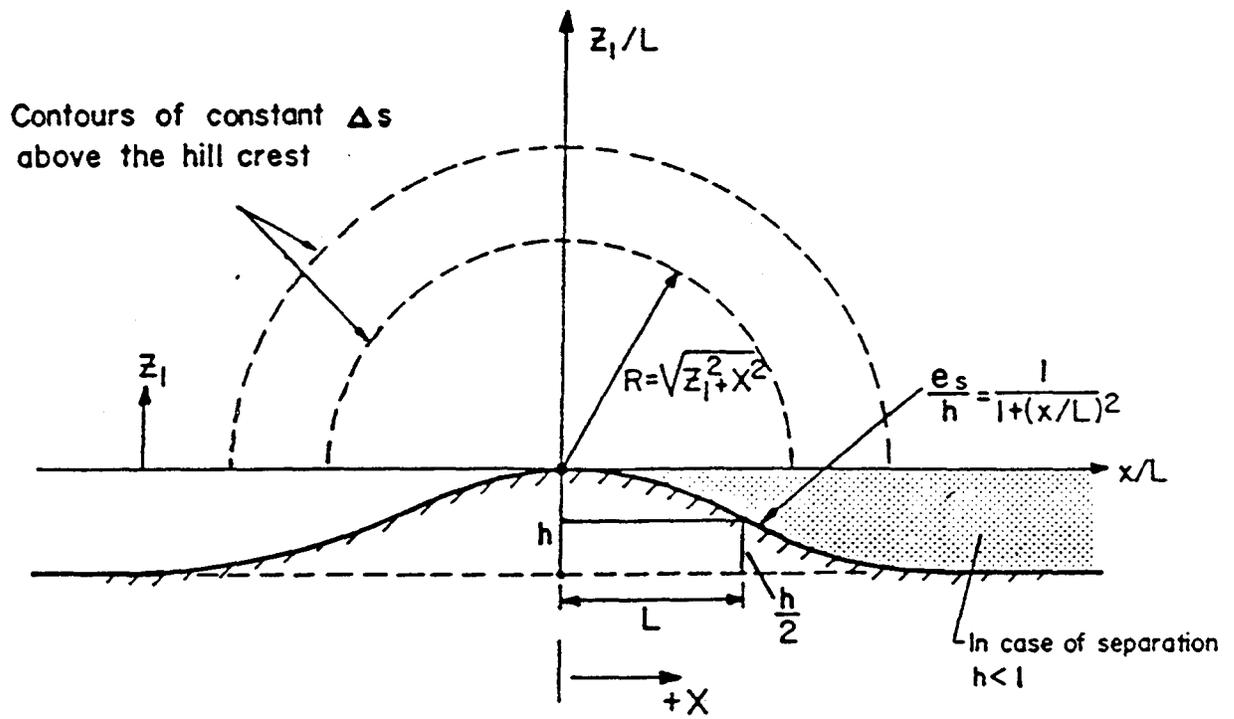


FIGURE 3-12. SPEED-UP FACTORS FOR HILLS

TABLE 3-3. HEIGHT AND DISTANCE REQUIREMENTS TO LIMIT ANEMOMETER ERRORS DOWNWIND OF 2-D RIDGES AND 2-D LEE SLOPES

2-D RIDGE (h = 40 - 170 ft)

Roughness Category	X_m or Z_m ft (see Notes)	Anemometer Error	Downwind Slope Angle, degrees			
			1-3	6	9	15
open country ($Z_o \leq 0.03m$)	X_m	10%	$19h^1$	$14h^1$	$14h^1$	$17h^1$
		20%	$11h^2$	$12h^2$	$10h^2$	$10h^2$
		30%	NA	NA	$9h^3$	$9h^3$
	Z_m	10%	45	50	75	125
		20%	20	25	45	100
		30%	1.5H	1.5H	25	90
Suburban ($Z_o \geq 0.1m$)	X_m	10%	30h	20h	17h	17h
		20%	20h	15h	12h	12h
		30%	NA	12h	11h	11h
	Z_m	10%	70	120	140	170
		20%	40	60	90	120
		30%	1.5H	50	60	110

¹value not to exceed 1500 ft

²value not to exceed 1100 ft

³value not to exceed 900 ft

2-D LEE SLOPE (h = 40-170 ft)

Roughness Category	X_m or Z_m ft (see Notes)	Anemometer Error	Downwind Slope Angle, degrees			
			1-3	5-7	9-11	15
open country ($Z_o \leq 0.03m$)	X_m	10%	NA	12h	12h	11h
		20%	NA	NA	9h	9h
		30%	NA	NA	8h	8h
	Z_m	10%	1.5H	70	120	180
		20%	1.5H	1.5H	70	70
		30%	1.5H	1.5H	40	50
Suburban ($Z_o \geq 0.1m$)	X_m	10%	24h	19	19	19
		20%	NA	12	12	12
		30%	NA	10	10	10
	Z_m	10%	70	210	220	230
		20%	1.5H	110	150	170
		30%	1.5H	100	100	140

Notes:

- a. h is ridge height, H is roughness element height
- b. X_m = minimum distance from top of downward slope to avoid stated error for anemometer $Z < Z_m$
- c. Z_m = minimum height above ground to avoid stated error for anemometer at $X < X_m$. All Z_m must be $> 1.5H$
- d. 1.5H indicates height Z_m of 1.5 times actual height of local roughness elements

TABLE 3-4. HEIGHT AND DISTANCE REQUIREMENTS TO LIMIT ANEMOMETER ERRORS DOWNWIND OF 3-D HILLS

Roughness Category	$x/h > 4$		<u>Downwind Slope Angle, degrees</u>		
	X_m or Z_m , ft (see notes)	Anemometer Error	3	6	9
Open Country ($Z_o \leq 0.03$)	X_m	10%	30h	20h	18h
		20%	23h	17h	12h
		30%	NA	NA	NA
	Z_m	10%	70	70	70
		20%	30	50	60
		30%	1.5H	1.5H	1.5H
Suburban ($Z_o \geq 0.1m$)	X_m	10%	25h	21h	15h
		20%	22h	13h	11h
		30%	NA	11h	9h
	Z_m	10%	170	140	180
		20%	50	80	110
		30%	1.5H	50	60
$x/h < 4$					
Open Country ($Z_o \leq 0.03m$)	Z_m	10%	1.5H	1.5H	1.5H
		20%	1.5H	1.5H	1.5H
		30%	1.5H	1.5H	1.5H
Suburban ($Z_o \geq 0.1m$)	Z_m	10%	1.5H	60	50
		20%	1.5H	40	40
		30%	1.5H	30	30

Notes:

- h is hill height, H is roughness element height
- X_m = minimum distance from top of downward slope to avoid stated error for anemometer $Z > Z_m$.
- Z_m = minimum height above ground to avoid stated error for anemometer at $X < X_m$. All Z_m must be $> 1.5H$ or 20 ft, whichever is larger.
- 1.5H indicates height Z_m of 1.5 times actual height of local roughness elements.

4. Worked Examples

The following examples provide worked examples of typical problems encountered in the siting of individual LLWAS anemometers.

4.1 Example 1

This example treats 3-D obstacles in a suburban environment.

4.2 Example 2

This example covers both a three dimensional obstacle and a forest or canopy of trees.

4.3 Example 3

This example combines 2-D and 3-D situations with a forest canopy.

4.4 Example 4

This example compares two sites, one being the least sheltered reference site, and both being impacted by a suburban to open country roughness change.

4.5 Example 5

This example demonstrates the combined effects of speed-up over a hill and sheltering from a canopy of trees.

4.6 Example 6

This example demonstrates the combined effects of an upwind 2-D ridge, trees, and a building.

LLWAS SITE EVALUATION REPORT
EXAMPLE 1

AIRPORT _____

DATE _____

STATION _____

EVALUATOR(S) COMMENTS: This site is sitting in an open country environment, with suburbs containing clusters of trees to the NNW - SE. According to Fig. 3-1, cluster (1) causes 30% shielding, cluster (2) causes over 50% shielding, cluster (3) causes 26% shielding, and cluster (4) causes 40% shielding at the site. In order to reduce the shielding to 20% from all the aforementioned clusters, the anemometer needs to be raised to twice the height of the tallest cluster (Fig 4), which is 2 X 63' or 126'. Therefore, the anemometer should be put on a 130' pole.

PHOTOGRAPH IDENTIFICATION _____

NOTE: Refer to figure numbers in practical examples for guidance.

LLWAS SITE EVALUATION REPORT
EXAMPLE 2

AIRPORT _____

DATE _____

STATION This site is sitting in a suburban environment.

EVALUATOR(S) COMMENTS: The clusters to the NE and SE are 3-D obstructions. They are only 2-4 tree heights away from the site, and therefore cause greater than 40% shielding since X_r is less than 1 (Fig. 3-3). In order to reduce the shielding to 20%, the anemometer must be at twice the tree height (Fig. 3-4) which in this case is 2 X 55' or 110'.

The adjacent canopy of trees to the west of the site has a mixture of trees ranging from 35' to 65', and therefore is somewhat rough ($\alpha = 0.26$). According to Fig. 3-6, with this power law exponent, the anemometer should be 59' higher than the mean forest height in order to minimize to shielding to 20%. This puts the anemometer at 50' + 59' or 109'.

In this case, it would be best to add ten feet (to allow for tree growth), and put the anemometer on a 120' pole.

PHOTOGRAPH IDENTIFICATION

NOTE: Refer to figure numbers in practical examples for guidance.

LLWAS SITE EVALUATION REPORT
EXAMPLE 3

AIRPORT _____

DATE _____

STATION This site is sitting in a suburban environment.

EVALUATOR(S) COMMENTS: The tree (1), clusters of trees (4), cluster of trees (5) and warehouse (6) are all 3-D obstructions since their widths are less than ten times height. According to Fig. 3-2, tree (1) causes over 50% shielding, cluster (5) causes 50 % shielding, and warehouse (6) causes 21% shielding at the site. To minimize the shielding from cluster (5) to 20 %, the anemometer needs to be twice the cluster's height (Fig. 3-4), which is 2 X 57' or 114'.

The canopy (2) causes about 13% shielding at the site (Table 3-1 and Figure 3-7). The row of trees (3) is a 2-D obstruction, and therefore causes 32% shielding at the site (Fig. 3-5). In order to reduce the shielding to 20%, the anemometer should be raised to 1.7 times the height of the row of trees (Fig. 3-5), which is 1.7 X 59' or 100'.

The cluster (5) creates the requirement for the highest anemometer level (114'). Therefore, the anemometer should be placed on a 120' pole.

PHOTOGRAPH IDENTIFICATION

NOTE: Refer to figure numbers in practical examples for guidance.

12/4/89

LLWAS SITE EVALUATION REPORT

EXAMPLE 4

AIRPORT _____ STATION Remote Site 20' Agl DATE _____

OBSERVATION	BEARING	DISTANCE	INCLINE	HEIGHT	WIDTH	REMARKS
Suburban interface	080-140	700				$\alpha = .24$ site = .13

LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 4 CF Site 20 Agl DATE _____

OBSERVATION	BEARING	DISTANCE	INCLINE	HEIGHT	WIDTH	REMARKS
Suburban interface	080-140	2200				$\alpha = .24$ site = .13

LLWAS SITE EVALUATION REPORT
EXAMPLE 4

AIRPORT _____

DATE _____

STATION _____

EVALUATOR(S) COMMENTS: The example compares the effect of a suburban to open country roughness change at a CF (centerfiled) site and a remote (both out of the E-S). The CF site, being the more open site, is 2200' (670 m) from the roughness change ($\alpha = .24$ to $\alpha = .13$), while the remote site is 700' (213 m) from the roughness change. In order to determine the ratio of the windspeed at the remote site ($U(Z)_r$) to the windspeed at the CF site ($U(Z)_c$) from the E-SE, (both anemometers are at 20' or 6.1 m), it is necessary to first compare the windspeed at the sites with the windspeed at the sites with the windspeeds at the sites with the windspeed at a hypothetical (10 m) reference site (U_1), located in the suburban roughness upstream of the sites, by using Table 3-2 and the steps in Section 3.4.1. The ratio of the windspeed at the remote site ($X = 213$ m.) to the windspeed at the reference site, $U_r/U_1 = 1.15$. The ratio of the windspeed at the CF site ($X = 670$ m) to the windspeed at the reference site, $U_c/U_1 = 1.22$. Therefore, the ratio of the windspeed at the remote site to the windspeed at the CF site, $U_r/U_c = 15/22 = .94$. This indicates that the remote site is 6% shielded compared to the CF site with E - SE winds, which is tolerable.

PHOTOGRAPH IDENTIFICATION _____

NOTE: Refer to figure numbers in practical examples for guidance.

LLWAS SITE EVALUATION REPORT
EXAMPLE 5

AIRPORT _____

DATE _____

STATION _____

EVALUATOR(S) COMMENTS: This site is located on top of an approximately symmetric hill, and is in the middle of a rather rough canopy of trees (due to some shattering of the canopy, and the roughness of the terrain). Ignoring the speed-up factor of the hill, the anemometer would have to be 67' above the mean canopy height to reduce the shielding to 20% (Fig. 3-6). This would mandate a 60'+ 67' or 127' anemometer.

However, the hill causes a speed-up at the site. This speed-up (at the surface) is computed from the equation for ΔS_{max} in line 3.5.1 (c), $\Delta S_{max} = 1.6 h/L$, where ΔS_{max} is the fractional speed-up, h is the height of the hill (80') and L is the distance from the hilltop to a point halfway down the hill (one-half of 500' or 250'). $\Delta S_{max} = 1.6 (80')/(250') = 0.51$. However, the anemometer will be about 100' above the surface, and therefore, the equation for ΔS above the hilltop must be used to compute the speed-up at anemometer level. This equation is: $\Delta S(Z) = (\Delta S_{max})(\exp[-EZ/L])$, where Z is the anemometer height (100') and E is 4 for 3-D hills. $\Delta S(100') = (.51)(\exp[-(4)(80')/(250')]) = (0.51)(\exp[-(4)(80')/(250')]) = 0.14$; i.e., there is a 14% speed-up at 100'. Since the anemometer can tolerate 20% shielding, the combined effect of the shielding from the tree canopy and the speed-up from the hill should equal 20% shielding. Since the hill creates a speed-up factor of 14%, the tree canopy can cause no more shielding than $1 - 0.8/1.14$ or 30%. Using Fig. 3-6, the anemometer can be 42' above the mean canopy height (60') to receive 30% shielding, or 120'. Therefore, a 110' pole should be utilized at this site.

PHOTOGRAPH IDENTIFICATION _____

NOTE: Refer to figure numbers in practical examples for guidance.

LLWAS SITE EVALUATION REPORT
EXAMPLE 6

AIRPORT _____

DATE _____

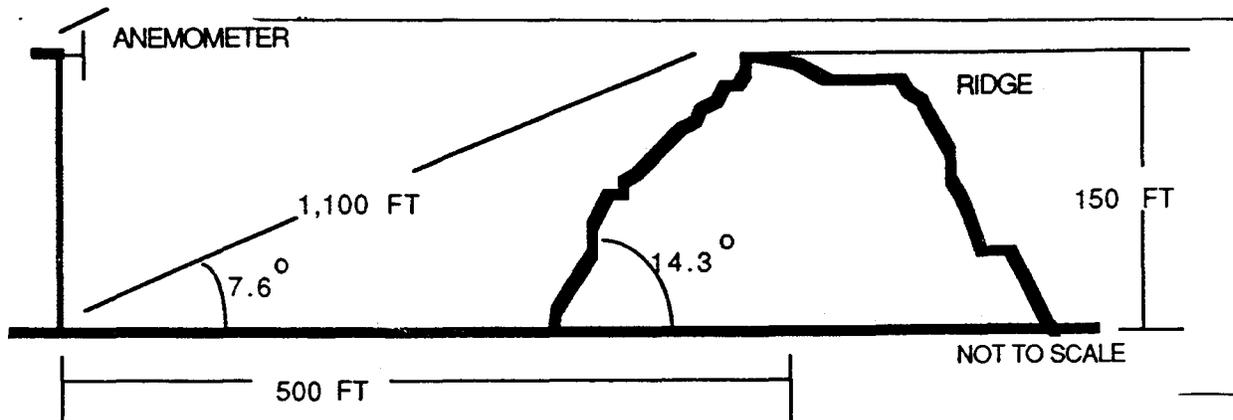
STATION _____

EVALUATOR(S) COMMENTS: The drawing below shows the positions of the ridge and anemometer. The station is in an open country environment. Using Table 3-3, 2-D ridge, open country, 15° angle; 20% error distance $X_m = 10h = 1,500'$. Since $X (=1,100)$ is less than $X_m (=1,500)$, the anemometer is affected by the ridge. From Table 3-3, the height requirement for 20% error is $Z_m = 100'$.

The tree and cluster of trees are 3-D obstructions. From Fig. 3-1, the tree causes 23% error, and the cluster causes 33% error. In order to reduce the error to 20% from the tree and the cluster, the anemometer needs to be raised (using Fig. 3-4) to 88' to 120', respectively.

The building is 2-D obstruction. From the formula in Section 3.2.1 for low obstacles. The building causes 17% error, which is tolerable.

Therefore, the anemometer should be placed at 120' in order to counteract the effects of both the cluster of trees and the ridge.



PHOTOGRAPH IDENTIFICATION _____

NOTE: Refer to figure numbers in practical examples for guidance.

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	3/17/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Green

PURPOSE

To receive funds from the Streets Special Revenue Fund into the General Fund - Public Works (Streets & Drainage) for Improvements to Kennedy Drive. This is a companion ordinance to Streets Special Revenue Fund.

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

TIMETABLE

Introduction: **March 22, 2022**

Final
Passage: **April 12, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$65,000

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
GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT
THERETO**

BY: Councilman James Green

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 154 of 2021, the 2022 budget for the General Fund, is hereby amended as follows:

In Section 1 (Estimated Receipts)

Increase Transfer from Streets Special Revenue Fund by \$65,000

In Section 2 (Appropriations):

Public Works (Streets and Drainage)

Increase Improvements and Equipment by \$65,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 154 of 2021 shall remain unchanged and in full force and effect.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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.	3/17/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Green

PURPOSE

To receive funds from the Streets Special Revenue Fund into to Capital Projects Fund to establish a project entitled Evers Drive Improvements. This is a companion ordinance to Streets Special Revenue Fund.

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

TIMETABLE

Introduction: **March 22, 2022**

Final
Passage: **April 12, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$75,000

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 James Green

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 a project entitled **Evers Drive Improvements (C22007)**. Funding source \$75,000 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.	3/17/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Green

PURPOSE

To move funds from the Streets Special Revenue Fund to Capital Projects to establish a project entitled Evers Drive Improvements; and to move funds to (GF) Public Works Streets and Drainage Operating Budget for Improvements to Kennedy Drive. This is a companion ordinance to Capital Projects and General Fund.

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

TIMETABLE

Introduction: **March 22, 2022**

Final
Passage: **April 12, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$140,000

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 James Green

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 \$126,000

Increase Transfer to Capital Projects by \$75,000

Increase Transfer to General Fund by \$65,000

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

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> AN ORDINANCE AMENDING THE CITY OF SHREVEPORT, LOUISIANA, 2022 CAPITAL PROJECTS FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u> March 3, 2022	<u>ORIGINATING DEPARTMENT</u> Shreveport Public Assembly & Recreation – SPAR <u>COUNCIL DISTRICT</u> DISTRICT B <u>SPONSOR</u>
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PURPOSE
The ordinance will modify funds in Program B project B20001, Valencia Spray Park from State Capital Outlay Funds.

BACKGROUND INFORMATION
After the 2016 Valencia Park Community Center renovation, the citizens desired a spray ground in their park. Senator Burrow Peacock worked with the State to secure funding for the spray park. The City of Shreveport entered into a Cooperative Endeavor Agreement to accept this funding. The Valencia Spray Park project was established in 2020, with \$145,500 in capital outlay funds. The City will receive an additional \$71,625 from State Capital Outlay funds.

<u>TIMETABLE</u> Introduction: March 22, 2022 Final Passage: April 12, 2022	<u>ATTACHMENT(S)</u> Exhibit A
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SPECIAL PROCEDURAL REQUIREMENTS
None

<u>FINANCES</u> Budget Amendment: \$71,625 INCREASE to Project B20001 (Valencia Spray Park)	<u>SOURCE OF FUNDS</u> State Capital Outlay Funds
--	---

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

BY:

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

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

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

In Program B (Recreation Improvements):

Increase Project B20001 (Valencia Spray Park) by \$71,625. Funding source is from the State Capital Outlay funds.

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of Shreveport
Valencia Park Spray Park, Planning and Construction
(Caddo)
FP&C Project No. 50-MR1-19-01

REVISION NO. 1 Date: February 22, 2022

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
485	2021	G.O. Bonds	\$75,000			\$75,000
20	2019	General Fund (Non Recurring)	\$150,000			\$150,000
TOTAL			\$225,000		\$25,000	\$250,000
		FPC ADMIN.	\$7,875			

Federal Tax Identification for Entity: 72-6001326

- Notes:
1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
 2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
 3. Total in "Other" column equals required 25% match as reflected in Article XIX. NOTE: State appropriations "payable from general fund (direct) non-recurring revenues" shall be exempt from the 25% match requirement, HB2 – Act 20-2019 Section 8.AD.
 4. The estimated cost of construction is \$250,000.00 per the 2021-22 Capital Outlay Request.

State Capital Outlay Allocation Breakdown

2019 Allocation = \$150,000

2019 Administrative Fee = \$4,500

2019 Total City Allocation = \$145,500

2021 Allocation = \$75,000

2021 Administrative Fee = \$3,375 (\$7,875 - \$4,500)

2021 Total City Allocation = \$71,625

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	3/22/2022	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 project at the Shreveport Downtown Airport:

I. Provide additional funding for a project entitled **Downtown Action Plan Update (H20007)**. This project was established by Ordinance No. 140 of 2019 allocating \$125,000 from the Louisiana Department of Transportation and Development (LADOTD). This ordinance amends the funding source of the project by decreasing \$80,000.00 from LADOTD and increasing the appropriation to FAA by an additional \$360,000.00. The increase in funding from FAA is due to added requirements to the project. The total project amount is \$500,000.00. Changes in the Airport Capital Improvements Plan have resulted in the Federal Aviation Administration (FAA) providing 90% and the LADOTD providing 10% of the funding for this project.

TIMETABLE

Introduction: **March 22, 2022**

Final Passage: **April 12, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

DTN Action Plan Update (H20007) **\$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. 43 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):

Decrease the appropriation for **DTN Action Plan Update (H20007) State Grant** by \$80,000.

Increase the appropriation for **DTN Action Plan Update (H20007) FAA Grant** by \$405,000.00

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

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
An ordinance to amend Chapter 38, Article II, Division 4, Section 31 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the abatement of inoperable vehicle violations and to otherwise provide with respect thereto	March 14, 2022	Department of Property Standards
		<u>COUNCIL DISTRICT</u>
		City-wide
		<u>SPONSOR</u>

PURPOSE

To amend Chapter 38, Art II, Div. 4, Section 31 of the City of Shreveport, Louisiana Code of Ordinances.

BACKGROUND INFORMATION

Section 38-31(c) of the City of Shreveport Code of Ordinances provides that “Whenever a complaint is made to the department of property standards, or the department of property standards becomes aware of a violation of this section, the department of property standards shall cause to be served upon the person in possession of the vehicle or the owner of the real property upon which such inoperable vehicle is located, a written notice which shall inform such person of the violation and direct that he comply with the provisions of this section within ten (10) days following receipt of the notice, or will be required to appear in environmental court for violation of this section.”

Subsection (d) provides “In the event the owner of such inoperable vehicle cannot be found, and the owner of the real property upon which such vehicle is located is a nonresident of the parish, the division of code enforcement shall have the authority to enter upon such property and cause the vehicle to be removed...”

Currently, Section 38-31 provides that upon the expiration of the ten (10) day written notice period, if an inoperable vehicle violation has not been abated by the person served the violation, said violation proceeds directly to the City’s Environmental Court for adjudication. As part of the Department of Property Standard’s efforts to reduce the Department’s case load coming before the Environmental Court and to transition the Court into a more quasi-appellate role for the Department and City, this revised ordinance will permit property owners and or those in possession of inoperable vehicles to appeal written notices of violations for inoperable vehicles violations, pursuant to Section 38-105, to the Environmental Court. If those owners or possessors do not abate their property within the required ten day (10) period pursuant to Section 38-31(c) or do not appeal their written notice of violation to the Environmental Court pursuant to Section 38-105, the Department of Property Standards will then have the authority to have such vehicle removed from wherever real property the vehicle is then located.

This is a companion ordinance amendment to additional Property Standards legislation related to Environmental Court on today’s agenda

<u>TIMETABLE</u>	<u>ATTACHMENTS</u>
Introduction: March 22, 2022 Final Passage: April 12, 2022	

SPECIAL PROCEDURAL REQUIREMENTS

NA

FINANCES

NA

SOURCE OF FUNDSNA

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 Kaplovitz
Assistant City Attorney

ORDINANCE NO. 44 OF 2022

AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE II, DIVISION 4, SECTION 31 OF THE CITY OF SHREVEPORT, LOUISIANA CODE OF ORDINANCES RELATIVE TO PROCEDURE FOR THE ABATEMENT OF INOPERABLE VEHICLE VIOLATIONS AND OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER

WHEREAS, City of Shreveport Code of Ordinances, Chapter 38, Article II, Division IV, Section 31(c) provides that “Whenever a complaint is made to the department of property standards, or the department of property standards becomes aware of a violation of this section, the department of property standards shall cause to be served upon the person in possession of the vehicle or the owner of the real property upon which such inoperable vehicle is located, a written notice which shall inform such person of the violation and direct that he comply with the provisions of this section within ten (10) days following receipt of the notice, or will be required to appear in environmental court for violation of this section.”; and

WHEREAS, City of Shreveport Code of Ordinances, Chapter 38, Article II, Division IV, Section 31(d), provides that “In the event the owner of such inoperable vehicle cannot be found, and the owner of the real property upon which such vehicle is located is a nonresident of the parish, the division of code enforcement shall have the authority to enter upon such property and cause the vehicle to be removed. All costs incurred shall be assessed against the property upon which the vehicle is located.”; and

WHEREAS, City of Shreveport Code of Ordinances, Chapter 38, Article V, Division 1, Section 105 provides that “With the exception of emergency demolitions as outlined any person aggrieved by any notice of violation from the director, or any person aggrieved by any order or ORDINANCE NO. OF 2022 4 decision of the director, shall have the right to appeal the notice or decision to the environmental court by filing a written request for appeal within ten days (10 days) of receipt of such or der, notice or decision.”; and

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

WHEREAS, currently, Section 38-31 of the Code of Ordinances provides that upon the expiration of the ten (10) day written notice period, if an inoperable vehicle violation has not been abated by the person served the violation, said violation proceeds directly to the City’s Environmental Court for adjudication; and

WHEREAS, as part of the Department of Property Standard’s efforts to reduce the Department’s case load coming before the Environmental Court and to transition the Court into a more quasi-appellate role for the Department and City, this revised ordinance will permit property owners and or those in possession of inoperable vehicles to appeal written notices of violations for inoperable vehicle violations, pursuant to Section 38-105 of the Code of Ordinances, to the Environmental Court; and

WHEREAS, if real property owners or those in possession of inoperable vehicles do not abate their property within the required ten day (10) period pursuant to this section or do not appeal their notice of violation to the Environmental Court pursuant to Section 38-105 of the Code of Ordinances, the Department of Property Standards would then have the authority to have such vehicle removed from wherever real property the vehicle is located.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, acting in due, legal, and regular session convened, that Chapter 38, Article II, Division 4 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

Sec. 38-31. - Inoperable vehicles

...

(c) Whenever a complaint is made to the department of property standards, or the department of property standards becomes aware of a violation of this section, the department of property standards shall cause to be served upon the person in possession of the vehicle or the owner of the real property upon which such inoperable vehicle is located, a written notice which shall inform such person of the violation and direct that he comply with the provisions of this section within ten days following receipt of the notice. Such person shall have the right to appeal the written notice to the Environmental Court pursuant to Section 38-105 of this Chapter.

(d) In the event the inoperable vehicle violation is not abated pursuant to the above subsection, a timely appeal is not filed pursuant to Section 38-105 of this Chapter, the owner of such inoperable vehicle cannot be found, or the owner of the real property upon which such vehicle is located is a nonresident of the parish, the division of code enforcement shall have the authority to enter upon such property and cause the vehicle to be removed. All costs incurred shall be assessed against the property upon which the vehicle is located.

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. 45 OF 2022

AN ORDINANCE TO AMEND SECTION 38.5-6 OF THE CITY OF SHREVEPORT, LOUISIANA CODE OF ORDINANCES RELATIVE TO THE PROCEDURE FOR THE ISSUANCE OF SUMMONS TO THE ENVIRONMENTAL COURT AND OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER

WHEREAS, the City of Shreveport Code of Ordinances, Chapter 38, Article V, Division 1, Section 105 provides that “With the exception of emergency demolitions as outlined any person aggrieved by any notice of violation from the director, or any person aggrieved by any order or decision of the director, shall have the right to appeal the notice or decision to the environmental court by filing a written request for appeal within *ten days (10 days)* of receipt of such or der, notice or decision.”; and

WHEREAS, on October 22, 2019, this Council passed Ordinance 139 of 2019 establishing, in accordance with L.A. R.S. 13:2575, establishing an administrative adjudication procedure (“Environmental Court”) for those charged with owning blighted or abandoned property or for other property standards violations; and

WHEREAS, Chapter 38.5 of the City of Shreveport Code of Ordinances, entitled “Procedures for Abatement” provides the procedure and requirements for the abatement of property standards violations by the City’s Environmental Court, as overseen by the Department of Property Standards; and

WHEREAS, the City of Shreveport Code of Ordinances Chapter 38.5-6(a), provides that “Whenever the city department having enforcement responsibility determines that a Code violation exists, a summons to appear shall be provided to the owner and/or mortgage holder and/or the occupant of the property upon which the nuisance exists or upon the person causing or maintaining the nuisance.”; and

WHEREAS, the Department of Property Standards requests an amendment to this ordinance relating to the procedures for the issuance of summons to the City’s Environmental Court in an effort to reduce the case load of the Department coming before the Court and to transition the Environmental Court into a quasi-appellate administrative body; and

WHEREAS, this revised ordinance will allow the Department to proceed with the abatement of property standards violations, after due notice of violation has been given to property owners pursuant to Section 38-84(2), and when no appeals to the Court have been timely filed pursuant to Section 38-105, without having to forward these violations to the Environmental Court first for adjudication; and

WHEREAS, property standards violations will now only appear before the Environmental Court if property owners with pending property standards violations appeal those violations within the time limit established by Section 38-105 (10 days of receipt of notice of violation), reducing abatement time.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, acting in due, legal, and regular session convened, that Chapter 38.5-6 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

Sec. 38.5-6 Procedure for hearing

(a) Upon the filing of a timely appeal of a notice of violation, order or decision of the director pursuant to Section 38-105, a summons to appear before the Environmental Court shall be provided to the owner and/or the mortgage holder and/or the occupant of the property upon which such nuisance exists or upon the person causing or maintaining the nuisance.

...

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

FACT SHEET

<u>TITLE</u> An ordinance to amend Section 90-124 of Chapter 90 of the City of Shreveport Code of Ordinances relative to certain types of trucks being prohibited on certain streets.	<u>DATE</u> March 14, 2022	<u>ORIGINATING DEPARTMENT</u> Shreveport Police Department <u>COUNCIL DISTRICT</u> E <u>SPONSOR</u> Councilman Dr. Alan Jackson, Jr.
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PURPOSE
To amend Section 90-124 of the Code of Ordinances.

BACKGROUND INFORMATION
One of the streets referenced in Section 90-124 is incorrect. The provision states that no trucks can operate, drive, or pull on “Williamson Way 8700 Block of Kingston Road extending west to City Limits.” However, Williamson Way does not intersect Kingston Road in the 8700 Block; it intersects Kingston Road at the 9800 Block. Thus, the section needs to be amended to reflect the intersection accurately.

<u>TIMETABLE</u> Introduction: March 22, 2022 Final Passage: April 12, 2022	<u>ATTACHMENTS</u> Exhibit “A” attached
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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: Manushka Gracia-Desgage, Assistant City Attorney

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND SECTION 90-124 OF CHAPTER 90 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO CERTAIN TYPES OF TRUCKS BEING PROHIBITED ON CERTAIN STREETS.

BY COUNCILMEMBER: DR. ALAN JACKSON, JR.

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 90, Article IV, Division 2 of the City of Shreveport, Louisiana Code of ordinances is hereby amended to read as follows:

DIVISION 2. – RULES OF THE ROAD

Sec. 90-124. – Specified “No through truck routes.”

The following streets are specified "No through truck routes" subject to the provisions of section 90-123:

Williamson Way 9800 Block of Kingston Road extending West to City Limits

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 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

SOURCE OF FUNDS

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

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

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> S 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>
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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

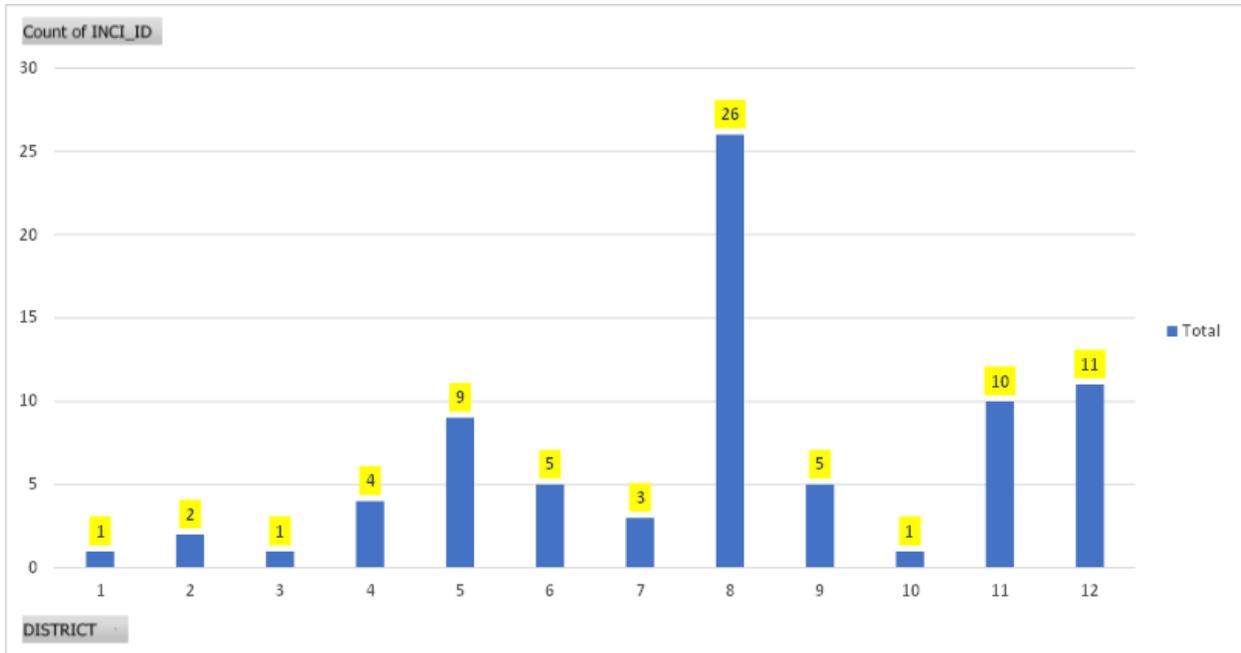


Figure 1, Reported Offenses of Catalytic Converter Thefts in 2020 by Police District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

2021 Police Districts

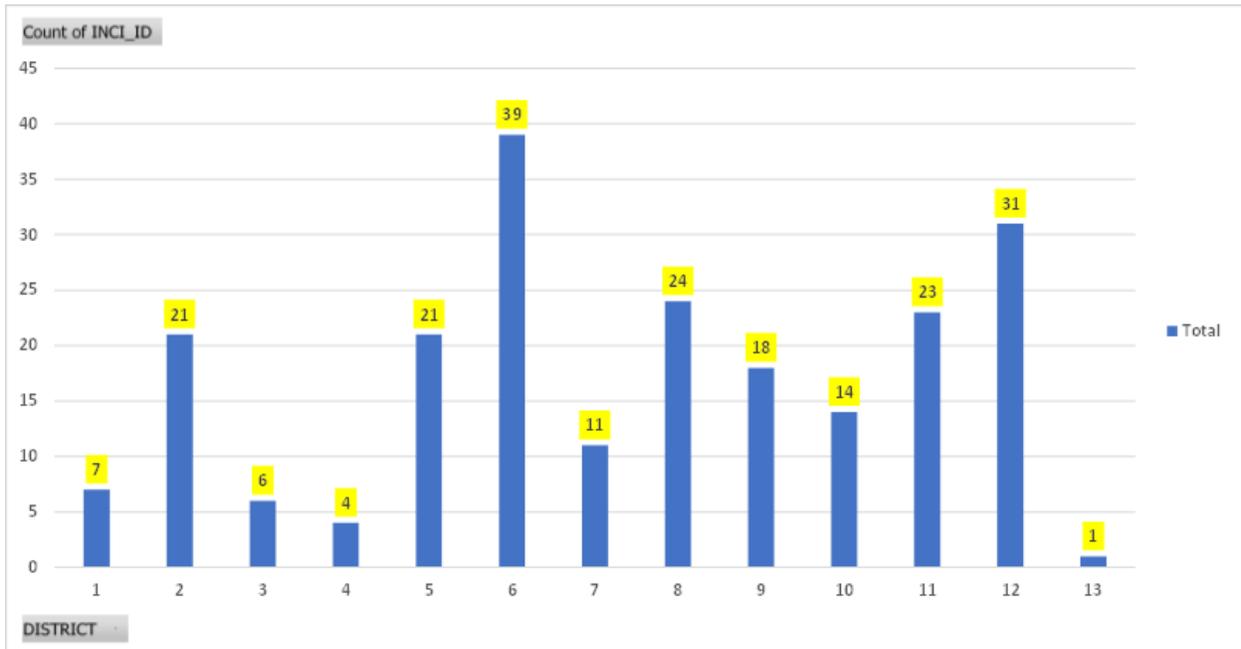


Figure 2, Reported Offenses of Catalytic Converter Thefts in 2021 by Police District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

2022 Police Districts

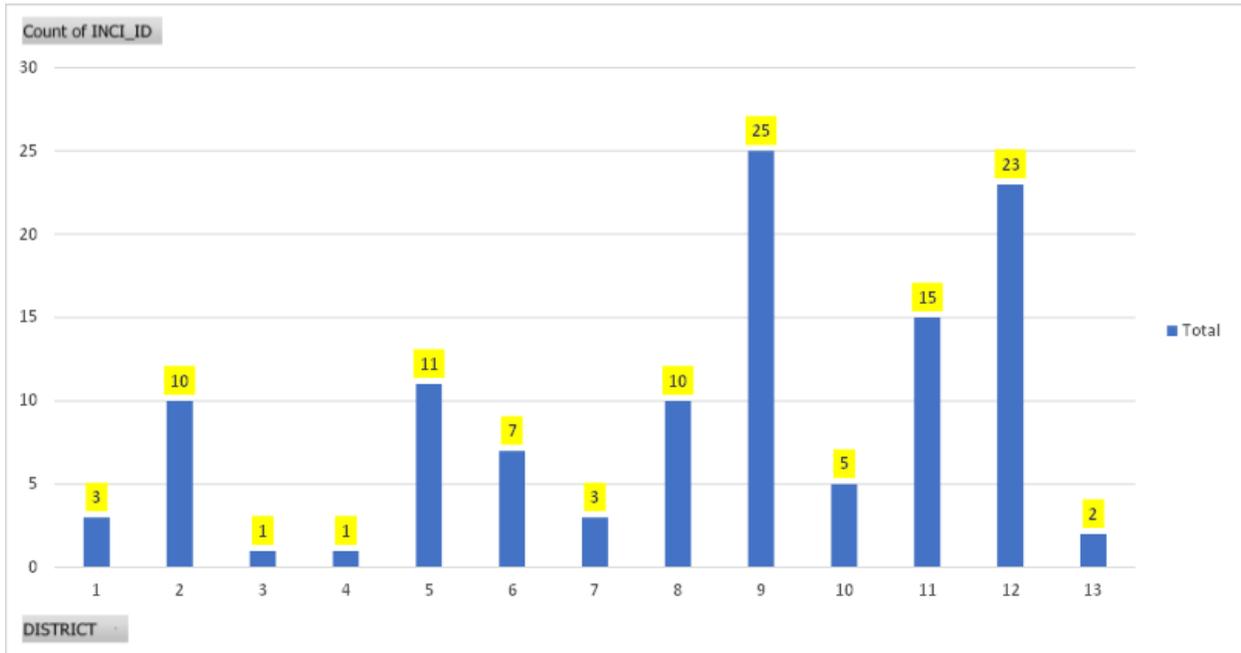


Figure 3, Reported Offenses of Catalytic Converter Thefts in 2022 by Police District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Council Districts 2020

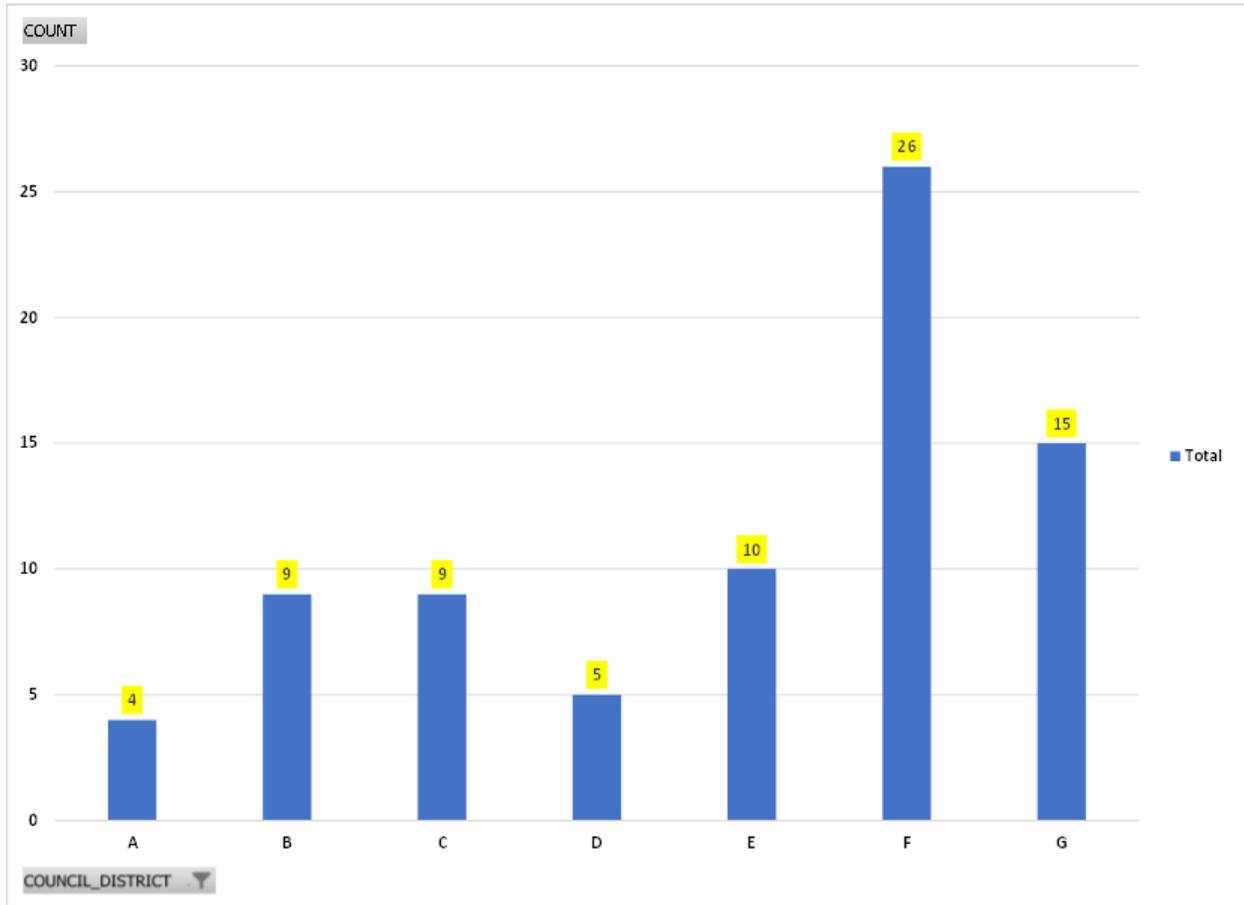


Figure 4, Reported Offenses of Catalytic Converter Thefts in 2020 by Council District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Council Districts 2021

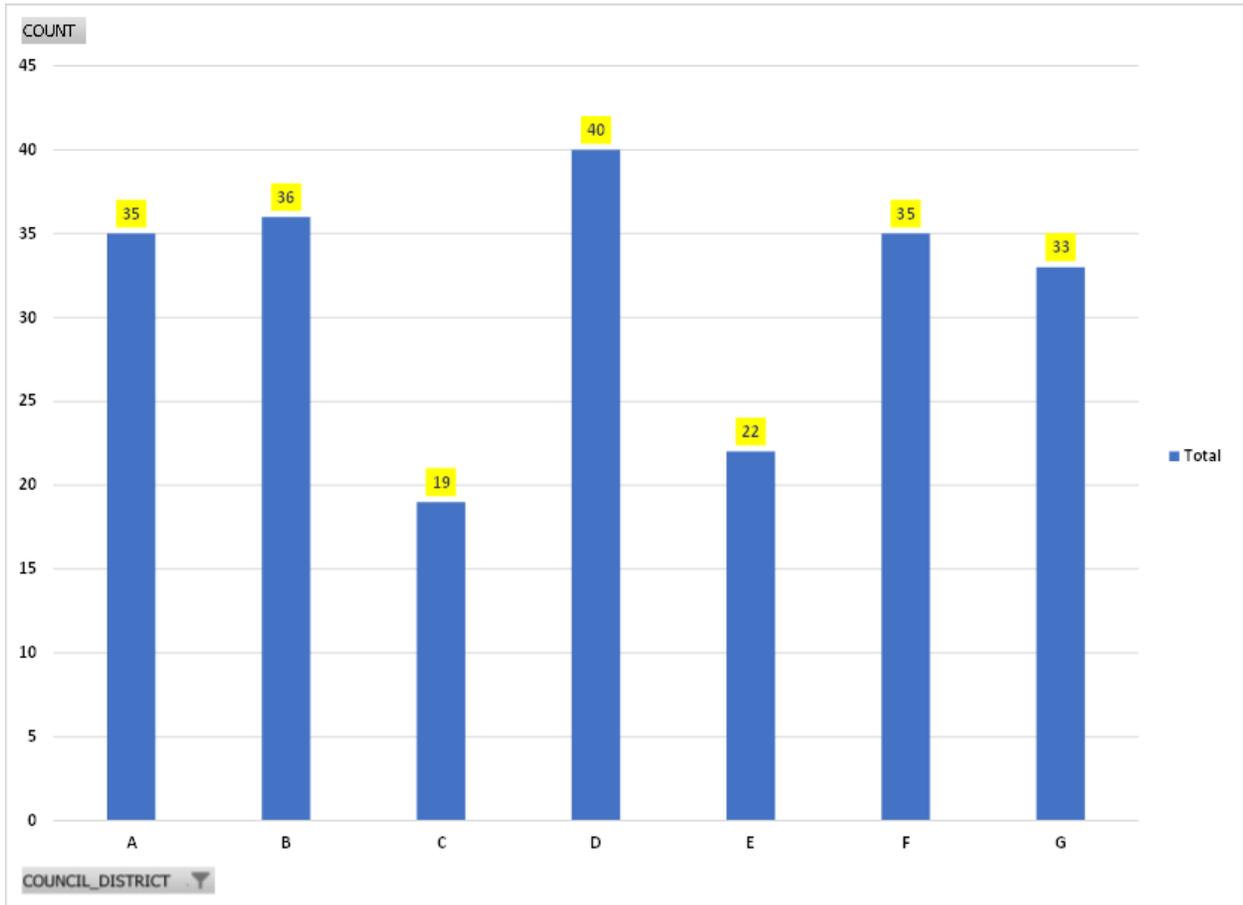


Figure 5, Reported Offenses of Catalytic Converter Thefts in 2021 by Council District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Council Districts 2022 as of March 2, 2022

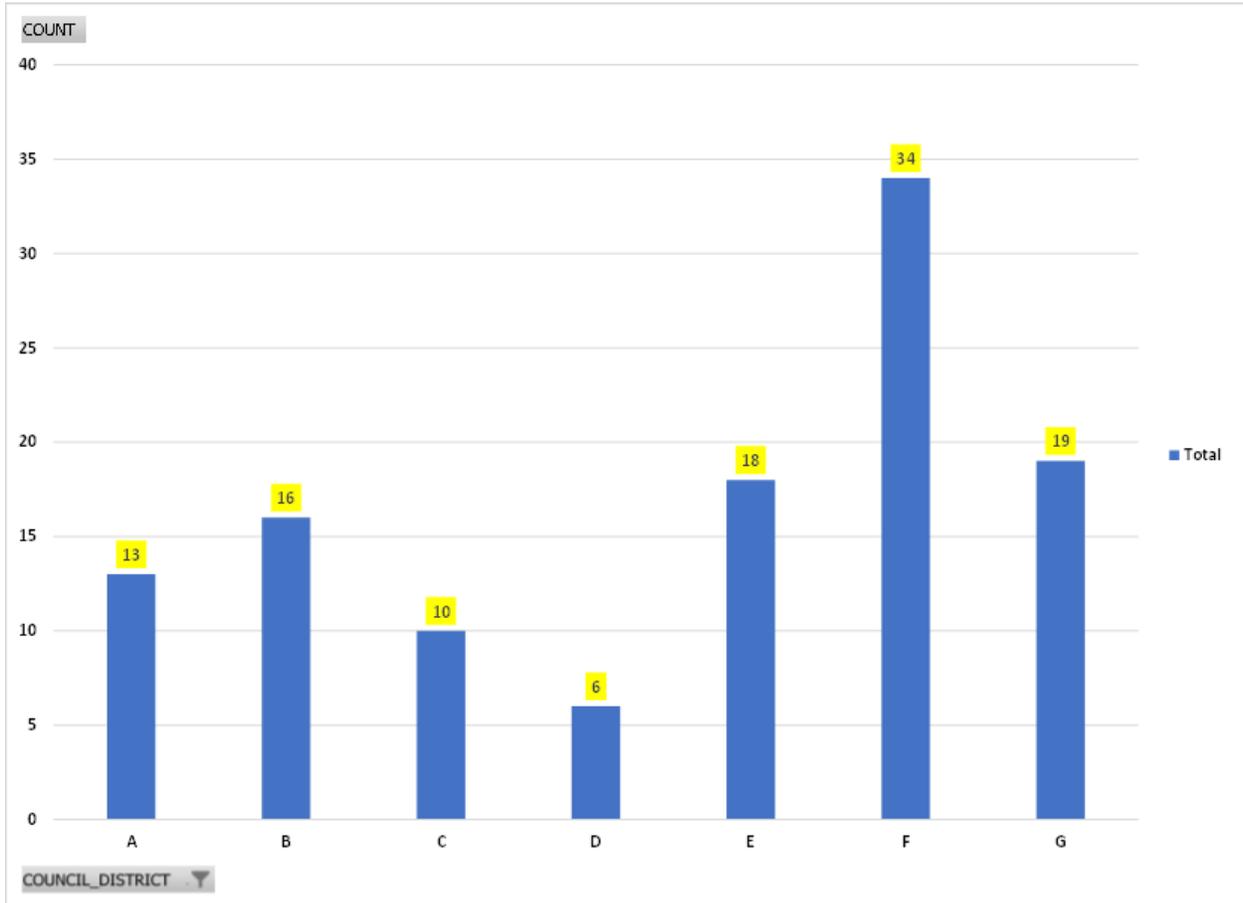


Figure 6, Reported Offenses of Catalytic Converter Thefts in 2022 by Council District (Count does not include attempted thefts and represents reports rather than the number of catalytic converters stolen.)

Catalytic Converter Thefts 2020-March 2, 2022

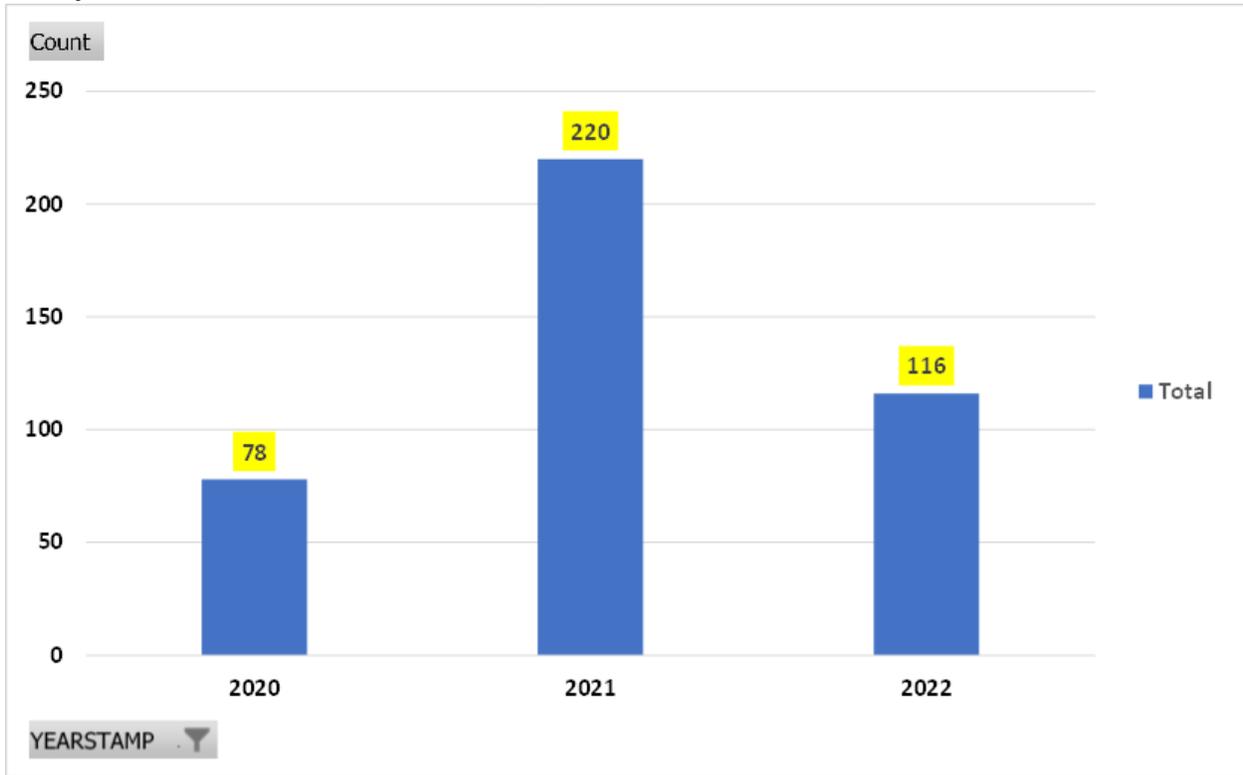


Figure 7, Counts of Catalytic Converter Theft by Year

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

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.”

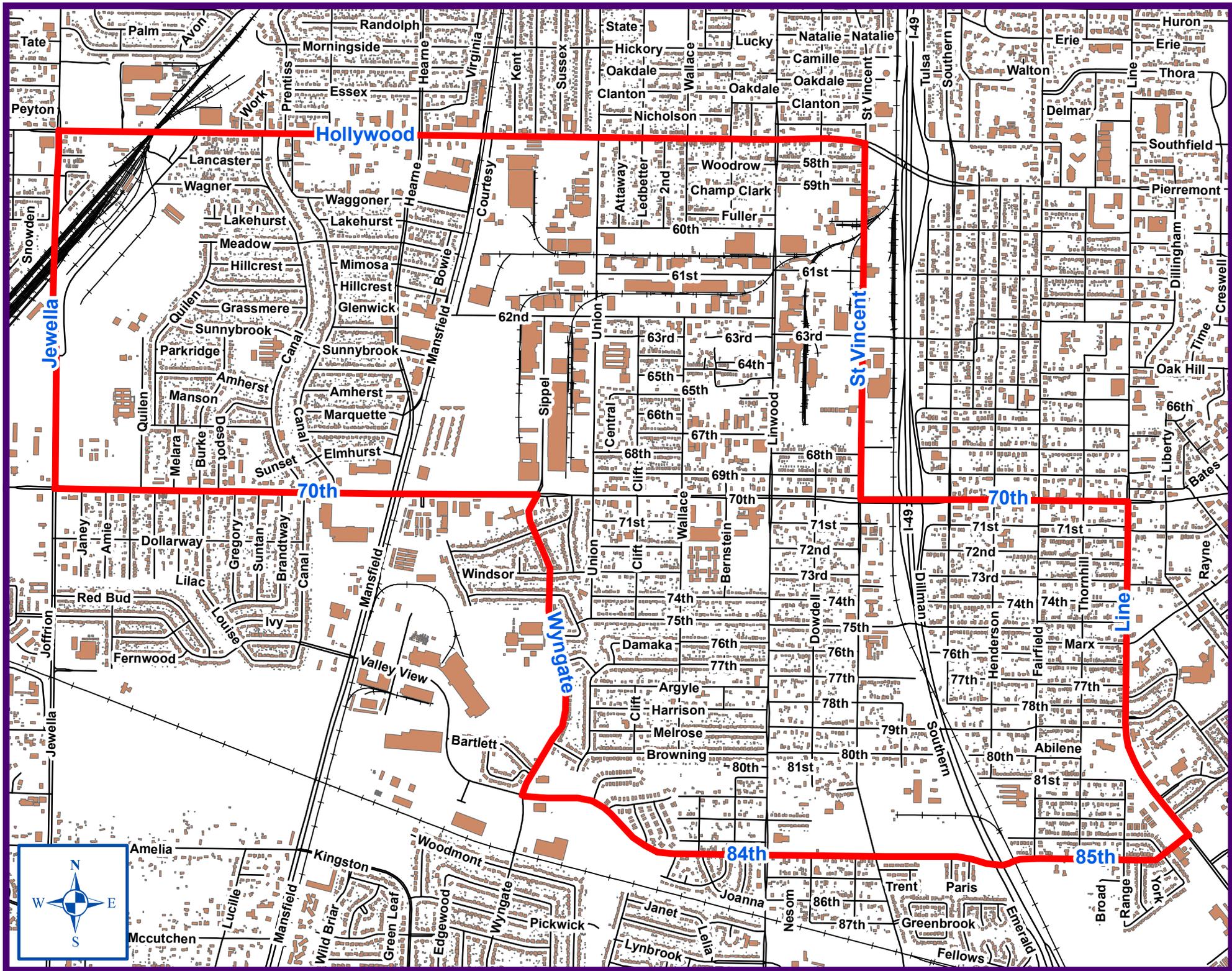
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the City of Shreveport consents to Caddo Parish’s establishment of the “Amazon TIF District, State of Louisiana,” with the boundaries shown in EXHIBIT A, said boundaries lying 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