



NOTICE OF PUBLIC MEETING
Notice Posted: 6/10/2022 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 June 13, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, June 14, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

ADMINISTRATIVE CONFERENCE

June 13, 2022

AND

CITY COUNCIL MEETING AGENDA

June 14, 2022

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE/CITY COUNCIL/SPECIAL MEETING**
[May 23, 2022](#) [May 23, 2022-sm](#) [May 24, 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

RES 94

An emergency resolution to recommend and encourage the mayor to purchase vehicles for the community response unit (C.R.U.) of the Shreveport police department and hire a contractor to install cameras throughout the city of Shreveport, as soon as possible, to aid in the reduction and prevention of crime in the city, and to otherwise provide with respect thereto (A/Taylor, E/Jackson, F/Green, G/Bowman)

Documents:

[res crime revised.pdf](#)

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

Metropolitan Planning Commission - Toni Thibeaux
Zoning Board of Appeals - Brian Crawford, Michael Brannan

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 80

Selecting The Times as the official journal for the City of Shreveport for the period commencing July 1, 2022 through June 30, 2023 and otherwise providing with respect thereto

Documents:

[shreveporttimes2022.pdf](#)
[the times.pdf](#)

RES 81

Approving the budget for the Caddo-Shreveport Sales and Use Tax Commission for the Fiscal year beginning July 1, 2022; and otherwise providing with respect thereto.

Documents:

[2022-2023 budget transmittal for council and school board 2.pdf](#)
[caddo-shreveport sales use and tax commission budget 22-23.pdf](#)

RES 82

Thanking President-Chancellor Dr. Ray L. Belton for his commitment, contributions, and years of leadership at Southern University and A&M College and otherwise providing with respect thereto (A/Taylor)

Documents:

[ray l belton.pdf](#)

RES 83

To dedicate the 7900 block of Aaron Place in honor of Velma Johnson for her commitment and contributions to the Eden Garden Community and the City of Shreveport and to otherwise provide with respect thereto (D/Boucher)

Documents:

[res velma johnson.pdf](#)

RES 84

An emergency resolution to recommend and encourage the Mayor to purchase 4-6 hellcats for the Shreveport Police Department and hire a contractor to install cameras throughout the City of Shreveport, as soon as possible, to aid in the reduction and prevention of crime in the City, and to otherwise provide with respect thereto. (A/Taylor, E/Jackson, F/Green, G/Bowman)

Documents:

[res crime.pdf](#)

RES 85

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Bill Cockrell Swimming Pool Repair. Bid RFQ #22-524 and to

otherwise provide with respect thereto.

Documents:

[rfq 22-524 bill cockrell swimming pool repair.pdf](#)

RES 86

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Airport Park Pool Renovations. Bid RFQ #22-525 and to otherwise provide with respect thereto.

Documents:

[rfq 22-525 airport park pool renovations.pdf](#)

RES 87

Declaring the intention of the City of Shreveport, State of Louisiana (The "Issuer"), to proceed with the issuance of not to exceed sixty-two million five hundred thousand dollars (\$62,500,000) aggregate principal amount of taxable or tax-exempt General Obligation refunding bonds, in one or more series; making application to the State Bond Commission for approval; and providing for other matters in connection therewith.

Documents:

[gob 2.pdf](#)

B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO JUNE 28, 2022)

RES 88

To repeal amendment no. 1 to Resolution No. 87 of 2021 which added a clause to the contract between the City of Shreveport, Louisiana and C. Edwards Concept, LLC, requiring a performance bond be provided by the contractor, and to amend other portions of the contract to be consistent with the request for proposal, and to otherwise provide with respect thereto.

Documents:

[res repeal 87 of 2021.pdf](#)
[exhibit a - c edwards concepts llc residential recycling agreement.pdf](#)

RES 89

Authorizing the execution of a cooperative endeavor agreement with Rho Omega and Friends, INC, and to otherwise provide with respect thereto.

Documents:

[resolution and fact sheet ltgr.pdf](#)
[agreement ltgr.pdf](#)

RES 90

Authorizing the Mayor to execute an agreement between the City of Shreveport and the Louisiana Department of the Treasury and the State of Louisiana; and to otherwise provide with respect thereto

Documents:

[resolution and fact sheet cea state park funding.pdf](#)

RES 91

Stating the City of Shreveport's approval of Studio Network - Shreveport I, LLC partial transfer of ownership to 624 Downtown Lofts, LLC and to otherwise provide with respect thereto **(Not to be adopted prior to a Public Hearing on July 12, 2022)**

Documents:

[resolution - studio network - shreveport i, llc - 624 downtown lofts llc.pdf](#)
[624 downtown lofts partial transfer application.pdf](#)

RES 92

Stating the City of Shreveport's approval of Studio Network - Shreveport I, LLC partial transfer of ownership to Las Palmas Group Lofts, LLC and to otherwise provide with respect thereto **(Not to be adopted prior to a Public Hearing on July 12, 2022)**

Documents:

[resolution - studio network - shreveport i, llc - las palma group lofts llc.pdf](#)
[las palmas partial transfer application.pdf](#)

RES 93

Employing professionals with respect to the issuance by the City of Shreveport, State of Louisiana of not exceeding sixty-two million five hundred thousand dollars (\$62,500,000) of General Obligation refunding bonds, in one or more series, on a taxable or tax-exempt basis; and providing for other matters in connection therewith.

Documents:

[gbo 3.pdf](#)

C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO JUNE 28, 2022)

ORD 81

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

Documents:

[district g san jacinto avenue ssrf.pdf](#)

ORD 82

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

Documents:

[san jacinto avenue capital projects.pdf](#)

ORD 83

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

Documents:

[caddo parish public defenders office gf.pdf](#)

ORD 84

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

Documents:

[ordinance cip jetbridge lighting june 2022_.pdf](#)

ORD 85

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

Documents:

[cd budget amendment mer-spf.pdf](#)

ORD 86

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

Documents:

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

ORD 87

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

Documents:

[general fund budget amendment 2022 - city attorney.pdf](#)

ORD 88

Amending the 2022 General Fund budget and otherwise providing with respect thereto.

Documents:

[fairgrounds 22 \(002\).pdf](#)

ORD 89

Providing for the issuance and sale of General Obligation Bonds, Series 2022, of the City of Shreveport, State of Louisiana; prescribing the form of, fixing the details and providing for the rights of the owners thereof; providing for the application of the proceeds thereof to the project (as defined herein); and providing for other matters in connection therewith

Documents:

[gob 1.pdf](#)

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

ORD 67

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

Documents:

[operation safe neighborhoods community development.pdf](#)

ORD 68

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

Documents:

[operation safe neighborhoods gf.pdf](#)

ORD 69

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

Documents:

[executive 1.pdf](#)

ORD 70

Amending the 2022 Retained Risk Fund budget and otherwise providing with respect thereto. [amendment no. 1](#)

Documents:

[retained risk.pdf](#)

ORD 71

Amending the 2022 Capital Projects Fund budget and to otherwise provide with respect thereto. [amendment no. 1](#)

Documents:

[capital projects budget amendment expo hall.pdf](#)

ORD 72

Amending the 2022 General Fund budget and to otherwise provide with respect thereto. [amendment no. 1](#)

Documents:

[general fund amendment expo hall.pdf](#)

ORD 73

Declaring the City's interest in certain vacant property as surplus, and our intention to transfer certain vacant property to the Shreveport Bossier African American Chamber of Commerce and to otherwise provide with respect thereto.

Documents:

[aa chamber cea.pdf](#)
[aa chamber 3.pdf](#)

ORD 74

Amending Chapter 2, Section 2-27 of the Code of Ordinances of the City of Shreveport to reapportion the several council districts of the City and to otherwise provide with respect thereto. [amendment no. 1](#) [amendment no. 2](#) [amendment no. 3](#)

Documents:

[ord reapportion plan 8b.pdf](#)
[shreveport plan 8b final.pdf](#)

ORD 75

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of clarifying and updating various code provisions, and to otherwise provide with respect thereto.

Documents:

[01 ord - fact sheet.pdf](#)
[02 ord - exhibit a_mpc staff memo.pdf](#)
[exhibit b_globalusematrix.pdf](#)
[04 ord - exhibit c_mpc staff report.pdf](#)

ORD 76

Zoning Case No. 21-219-C: An Ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located North side of Quinton Street, approximately one hundred forty feet East of Hearne Avenue, Shreveport, Caddo Parish, LA., from R-2 multi-family residential district to C-2 corridor commercial district, and to otherwise provide with respect thereto (B/Fuller)

Documents:

[21-219-c may city council ordinance.pdf](#)
[21-219-c packet.pdf](#)

ORD 77

Zoning Case No. 22-23-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located north side of West 70th Street, approximately one thousand four hundred feet west of West Bert Kouns Industrial Loop, Shreveport, Caddo Parish, LA., R-A rural-agricultural zoning district to I-2 heavy industrial zoning district, and to otherwise provide with respect thereto (G/Bowman)

Documents:

[22-23-c city council ordinance.pdf](#)
[22-23-c packet.pdf](#)

ORD 78

Zoning Case No. 22-52-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located west of the corner of West 71st Street and Saint Vincent Avenue, Shreveport, Caddo Parish, LA., R-1-7 to C-1, and to otherwise provide with respect thereto (F/Green)

Documents:

[22-52-c city council ordinance.pdf](#)
[22-52-c packet.pdf](#)

ORD 79

Zoning Case No. 22-66-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located southwest corner of Wallace Avenue and West 72nd Street, Shreveport, Caddo Parish, LA., from R-1-7 Single-Family Residential Zoning District to R-2 Multi-Family Residential Zoning District, and to otherwise provide with respect thereto

(F/Green)

Documents:

[22-66-c packet.pdf](#)
[22-66-c city council ordinance.pdf](#)

ORD 80

Zoning Case No. 22-67-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located north side of West 70th Street, approximately seven hundred sixty feet east of Dinkins Drive, Shreveport, Caddo Parish, LA., from C-4 Heavy Commercial Zoning District to I-1 Light Industrial Zoning District, and to otherwise provide with respect thereto (G/Bowman)

Documents:

[22-67-c city council ordinance.pdf](#)
[22-67-c packet.pdf](#)

10. TABLED LEGISLATION

A. ORDINANCES/RESOLUTIONS:

RES 166

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

Documents:

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

ORD 85

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

Documents:

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

ORD 149

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

Documents:

[abo 1.pdf](#)

11. APPEALS

- A. PROPERTY STANDARDS APPEALS: NONE
- B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS: NONE
- C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE
- D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

12. REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES

13. CLERK'S REPORT: NONE

14. ADDITIONAL COMMUNICATIONS

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

15. EXECUTIVE SESSION: NONE

16. ADJOURNMENT

James Green, Chairman

Danielle A. Farr-Ewing, Clerk of Council

RESOLUTION NO. 94 OF 2022

AN EMERGENCY RESOLUTION TO RECOMMEND AND ENCOURAGE THE MAYOR TO PURCHASE VEHICLES FOR THE COMMUNITY RESPONSE UNIT (C.R.U.) OF THE SHREVEPORT POLICE DEPARTMENT AND HIRE A CONTRACTOR TO INSTALL CAMERAS THROUGHOUT THE CITY OF SHREVEPORT, AS SOON AS POSSIBLE, TO AID IN THE REDUCTION AND PREVENTION OF CRIME IN THE CITY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY COUNCILMEMBERS: TABATHA TAYLOR, JERRY BOWMAN, JR.,
ALAN JACKSON, AND JAMES GREEN**

WHEREAS, the City of Shreveport is experiencing a high level of crime, there have been 29 homicides in the City thus far in 2022; and

WHEREAS, the purchase of vehicles for the Community Response Unit (C.R.U.) of the Shreveport Police Department will aid in their efforts to reduce crime in the City; and

WHEREAS, the installation of cameras throughout the City will help to reduce and prevent crime, the immediate installation of cameras is necessary for the safety of the citizen in Shreveport; and

WHEREAS, the cameras will also play a vital role in helping the Shreveport Police Department to solve crime.

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 recommends and encourages the Mayor to purchase vehicles for the Community Response Unit (CRU) of the Shreveport Police Department and hire a contractor to install cameras throughout the City of Shreveport, as soon as possible, to aid in the reduction and prevention of crime in the City.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESOLUTION NO. _____ OF 2022

A RESOLUTION SELECTING THE TIMES AS THE OFFICIAL JOURNAL FOR THE CITY OF SHREVEPORT FOR THE PERIOD COMMENCING JULY 1, 2022 THROUGH JUNE 30, 2023 AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: COUNCILMAN BOWMAN

WHEREAS, the City of Shreveport is required by its Charter and State Law to select an Official Journal to publish minutes, ordinances, resolutions, budgets, official notices, advertisements, and other official proceedings of the City of Shreveport for the period July 1, 2022 through June 30, 2023; and

WHEREAS, it is recommended that *The Times* be selected the Official Journal for the City of Shreveport to provide the services required by law for the prices described below:

All printing of required legals in the Classified Section will be at \$0.33 per agate line (6.5 font, auto set width and 6 point leading using 14 agate lines per inch);

All printing of required legals in the Retail Section - \$6.48 per column Inch; All other (non-required) ads in the Classified Section - \$3.57 per agate line;

All other (non-required) ads in the Retail Section - \$42.84 per column inch; Affidavits will be provided at \$20.00 each; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the proposal of *The Times* is accepted and *The Times* be and is hereby designated the official journal of the City of Shreveport for the period July 1, 2022 and ending June 30, 2023 and the Mayor of the City is hereby authorized to execute an agreement with *The Times* under the terms and conditions described above.

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

Shreveport Times

PART OF THE USA TODAY NETWORK

2022 THE TIMES PROPOSAL TO THE CITY OF SHREVEPORT

We appreciate the opportunity to present our publication for review as the official journal for the City of Shreveport. We would like to provide you with all the benefits that are offered by our newspaper, including the timely publication of legal notice, a larger audience and readership and improved response from our vendors and constituents.

In accordance with the Louisiana State Devised Statute 43:141, The Times hereby submits our proposal to the City of Shreveport to be considered as the official journal for the City of Shreveport for July 1, 2022- June 30, 2023

All printing of required legals in the Classified Section will be at \$.33 per agate line (6.5 font, auto set width and 6 point leading using the 14 agate lines per inch).

All printing of required legals in the Retail Section - \$6.48 per column inch.

All other (non-required) ads in the Classified Section - \$3.57 per agate line.

All other (non-required) ads in the Retail Section - \$42.84 per column inch

Affidavits will be provided at \$20.00 each

The Times will process the same cost for 2021-2022 that we submitted for 2020-2021. We will not be making any changes.

We would like to thank you again for the opportunity to present The Times as the official journal for the City of Shreveport. We look forward to continuing our long and beneficial relationship with you.

Regards,

Tara Hamm

Director; Public Notices

The Times | USA Today Network

thamm@localiq.com | 866-431-8665



The Shreveport Times certifies that we meet all the qualifications as an official journal as is stated in LA R.S. 43:171 et. seq.



CADDO-SHREVEPORT

SALES AND USE TAX COMMISSION



Office of the Administrator

PHONE (318) 865-3312 – FAX (318) 865-1838

April 27, 2022

Caddo Parish School Board
P.O. Box 32000
Shreveport, LA 71130

City of Shreveport
P.O. Box 31109
Shreveport, LA 71130

LETTER OF TRANSMITTAL

Section 7, of the JOINT AGREEMENT FOR COLLECTION OF SALES AND USE TAXES (as amended) between the Caddo Parish School Board and the City of Shreveport, executed on April 20, 1980, reads as follows:

"7.
Budgets

The fiscal year of the Commission shall be July 1 through June 30. On or before the first day of May of each year the Commission shall submit its proposed budget for the ensuing fiscal year to the City Council and School Board for approval or rejection. Said action by the City Council and School Board shall take place by no later than June 15. If circumstances require, amendments to the budget which exceed the total budgetary authorization shall be effected at any time in the same manner as provided for the adoption of the original budget. Adjustments within the budget which do not exceed the total budgetary authorization may be made by the Board of Commissioners at any time."

In accordance with the joint agreement and local ordinances, please arrange to have this budget placed on the agenda for consideration by the Caddo Parish School Board and City of Shreveport City Council.

Sincerely,

A handwritten signature in blue ink that reads "Phillip R. Jackson".

Phillip R. Jackson, CTE
Administrator

CADDO SHREVEPORT

SALES AND USE TAX

COMMISSION

2022-2023

BUDGET

Our Mission

The purpose of the Caddo-Shreveport Sales and Use Tax Commission is to collect the proper amount of tax revenue at the lowest possible cost to those we serve, and in a manner that warrants the highest degree of confidence in our integrity, efficiency, effectiveness and fairness. To achieve that purpose we will:

Encourage the highest possible level of voluntary compliance with state and local tax laws and regulations;

Educate and advise dealers of their responsibilities and rights;

Determine the extent of compliance and causes for noncompliance;

Do all things necessary for the proper administration and enforcement of the tax laws;

Continually search for and implement new, more efficient and effective ways of accomplishing our mission.

proudly serving the

Caddo Parish School Board

Law Enforcement District of Caddo Parish

City of Shreveport

Town of Blanchard

Town of Greenwood

Town of Mooringsport

Town of Oil City

Town of Vivian

Village of Rodessa

Village of Ida

Sales Tax District No. 1 of Caddo Parish

North Caddo Hospital Service District

Caddo Fire District No. 1

Caddo Fire District No. 3

Shreveport-Bossier Convention and Tourist Commission

Village of Hosston

TABLE OF CONTENTS

A.	COVER PAGE	1
B.	OUR MISSION	2
C.	TABLE OF CONTENTS	3
D.	BOARD OF COMMISSIONERS	4
E.	OPERATING BUDGET-EXPENDITURES	5-7
F.	OPERATING BUDGET-REVENUE	8-9
G.	CAPITAL OUTLAY BUDGET	10
H.	NARRATIVE SUMMARY	11-12
I.	ORGANIZATION CHART	13
J.	DETAILED BUDGET	14-21
K.	CHART OF ACCOUNTS	22

2022

BOARD OF COMMISSIONERS

Mr. Jeff Howard
Chief Financial Officer
Caddo Parish School Board

Ms. Kelli Duffield
Chief Auditor
Caddo Parish School Board

Mr. Kasey Brown
Interim Chief Financial Officer
City of Shreveport

Mr. Henry Whitehorn
Chief Administrative Officer
City of Shreveport

Commission Administrator

Mr. Phillip R. Jackson, CTE

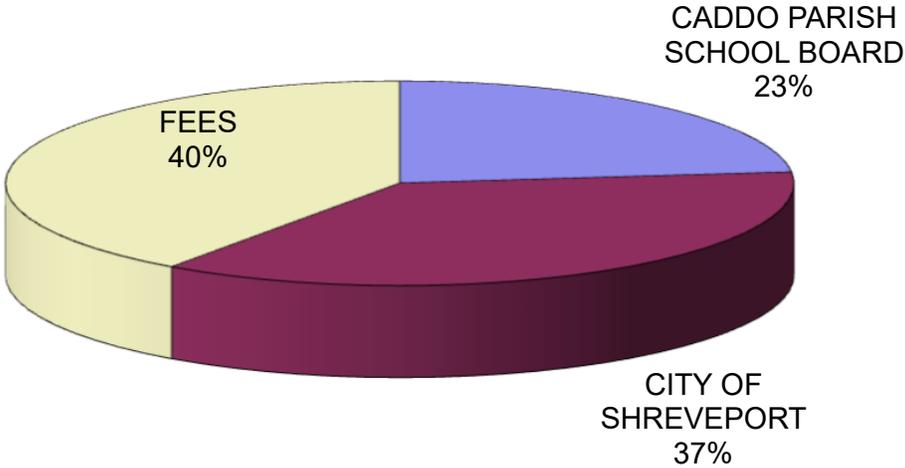
**CADDO-SHREVEPORT
SALES AND USE TAX COMMISSION
2022-2023 BUDGET SUMMARY**

EXPENDITURES	2020-2021 ACTUAL	2021-2022 ESTIMATE	2021-2022 BUDGET	2022-2023 REQUEST	2022-2023 Variance	2022-2023 % Change
<u>4100 PERSONNEL SERVICES</u>						
4111 Salaries	535,353	535,556	565,000	578,000	13,000	2.30%
4112 Other Salaries	0	0	1,000	1,000	0	0.00%
4151 Retirement Fund	129,973	160,500	170,000	173,400	3,400	2.00%
4152 Hospitalization & Life	160,388	150,755	170,000	168,000	-2,000	-1.18%
4153 Medicare Benefits	7,281	7,800	8,500	8,400	-100	-1.18%
4154 Unemployment Benefits	0	0	1,000	1,000	0	0.00%
TOTAL PERSONNEL SERVICES	<u>832,995</u>	<u>854,611</u>	<u>915,500</u>	<u>929,800</u>	14,300	1.56%
<u>4200 OPERATING SERVICES</u>						
4214 Dues and Subscriptions	2,539	2,840	2,700	2,850	150	5.56%
4215 Advertising	0	0	1,000	1,000	0	0.00%
4221 Printing and Forms	1,523	2,100	3,500	3,500	0	0.00%
4231 Electric Light & Power	6,399	7,600	7,000	7,600	600	8.57%
4233 Water	1,006	1,080	1,500	1,400	-100	-6.67%
4241 Postage & Permits	12,069	10,000	14,000	14,000	0	0.00%
4242 Telephone	5,809	6,225	6,000	6,200	200	3.33%
4252 Equipment Rental	2,948	3,050	3,200	3,200	0	0.00%
4261 Grounds Maintenance	5,815	4,500	5,500	6,500	1,000	18.18%
4262 Building Maintenance	2,166	4,000	3,000	4,500	1,500	50.00%
4263 Vehicle Maintenance	75	600	2,000	1,500	-500	-25.00%
4274 Pest Control	468	600	600	600	0	0.00%
4275 Janitorial Services	5,993	5,910	6,500	7,150	650	10.00%
4277 Equipment Maintenance	1,911	2,885	3,000	3,000	0	0.00%
4278 Bank Service Charges	18,420	19,800	18,500	19,825	1,325	7.16%
4279 Security Services	600	600	600	600	0	0.00%
TOTAL OPERATING SERVICES	<u>67,740</u>	<u>71,790</u>	<u>78,600</u>	<u>83,425</u>	4,825	6.14%
<u>4280 PROFESSIONAL SERVICES</u>						
4284 Legal	83,830	70,000	94,000	105,000	11,000	11.70%
4285 Accounting-Auditing	87,272	82,000	100,000	100,000	0	0.00%
4286 Consultant Services	0	0	1,000	1,000	0	0.00%
4289 Data Processing	35,350	61,200	60,000	63,000	3,000	5.00%

**CADDO-SHREVEPORT
SALES AND USE TAX COMMISSION
2022-2023 BUDGET SUMMARY**

EXPENDITURES	2020-2021 ACTUAL	2021-2022 ESTIMATE	2021-2022 BUDGET	2022-2023 REQUEST	2022-2023 Variance	2022-2023 % Change
TOTAL PROFESSIONAL SERVICES	<u>206,452</u>	<u>213,200</u>	<u>255,000</u>	<u>269,000</u>	14,000	5.49%
<u>4290 INSURANCE & BONDS</u>						
4291 Insurance	10,204	10,479	11,000	11,500	500	4.55%
4292 Bonds	350	350	400	400	0	0.00%
TOTAL INSURANCE & BONDS	<u>10,554</u>	<u>10,829</u>	<u>11,400</u>	<u>11,900</u>	500	4.39%
<u>4300 MATERIALS & SUPPLIES</u>						
4310 Office Supplies	7,017	8,000	8,000	8,000	0	0.00%
4311 Miscellaneous	344	880	1,000	1,000	0	0.00%
4312 Small Office Furniture & Equipment	432	300	1,000	1,000	0	0.00%
4327 Vehicle Supplies	882	1,413	1,500	1,925	425	28.33%
TOTAL MATERIALS & SUPPLIES	<u>8,675</u>	<u>10,593</u>	<u>11,500</u>	<u>11,925</u>	425	3.70%
<u>4400 TRAVEL & OTHER</u>						
4411 Mileage, Travel & Mtgs.	1,923	13,000	10,000	14,000	4,000	40.00%
TOTAL TRAVEL & OTHER	<u>1,923</u>	<u>13,000</u>	<u>10,000</u>	<u>14,000</u>	4,000	40.00%
<u>4500 OPERATING RESERVE</u>						
4510 Operating Reserve	0	5,000	20,000	20,000	0	0.00%
TOTAL OPERATING RESERVE	<u>0</u>	<u>5,000</u>	<u>20,000</u>	<u>20,000</u>	0	0.00%
<u>4600 CAPITAL OUTLAY</u>						
4656 Furniture & Equipment	2,954	0	4,000	4,000	0	0.00%
TOTAL CAPITAL OUTLAY	<u>2,954</u>	<u>0</u>	<u>4,000</u>	<u>4,000</u>	0	0.00%
<u>4800 OTHER FINANCING USES</u>						
4851 Transfer to Capital Reserve	20,813	15,020	24,000	24,000	0	0.00%
TOTAL OTHER FINANCING USES	<u>20,813</u>	<u>15,020</u>	<u>24,000</u>	<u>24,000</u>	0	0.00%
TOTAL BUDGET - EXPENDITURES	<u>1,152,105</u>	<u>1,194,043</u>	<u>1,330,000</u>	<u>1,368,050</u>	38,050	2.86%

ANTICIPATED REVENUE



CADDO-SHREVEPORT
SALES AND USE TAX COMMISSION
2022-2023 REVENUE

Section 13.03 of the local sales and use tax ordinances and the "Joint Agreement" between the Caddo Parish School Board and the City of Shreveport require the expenses of the Commission to be paid as follows:

11.
Expenses of Commission

"The costs of establishing, operating, maintaining and administering the Commission shall be borne jointly by the City and the School Board on a pro-rata basis on the ratio that the taxes collected for each bears to the total taxes collected for both during the preceding months in accordance with ordinances which have heretofore been or may hereafter be enacted by the City and School Board."

The Board of Commissioners has authorized the Administrator to deposit all attorney's fees collected as provided by law (from delinquent dealers) and all fees charged (approximately \$46,000 per month) other local taxing authorities served by the Commission into the operating account. This lowers the pro-rata share required from each taxing authority (above) and effectively reduces our total expenses.

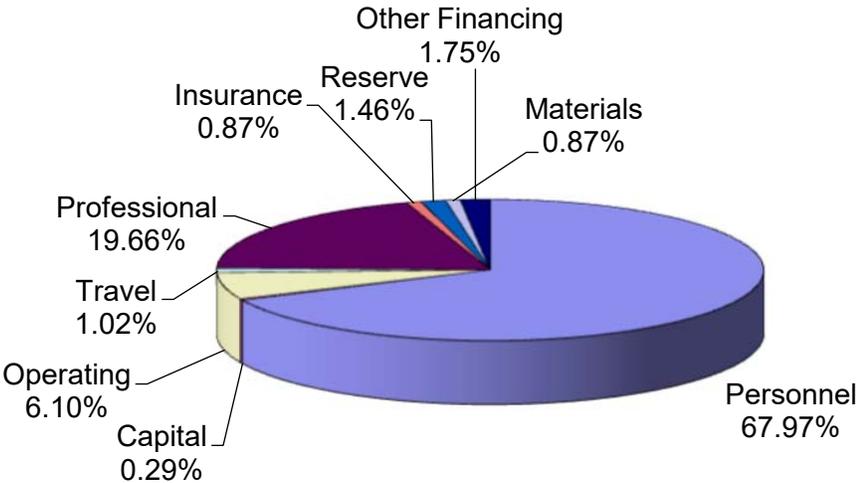
		2022-2023
		<u>Estimate</u>
3850	Caddo Parish School Board Estimated Pro Rata Share	318,330
3852	City of Shreveport Estimated Pro Rata Share	499,720
3400	Fees For Services Rendered	<u>550,000</u>
	Total Revenue Request	1,368,050

The following revenue production can be directly attributed to the efforts of this Commission. The performance of compliance audits and the resulting assessment and collection of tax deficiencies will generate about nine hundred thousand dollars this year. Enforcement and Collections procedures against delinquent accounts generates tax, penalty and interest as required by law and will produce an additional One Million dollars. This revenue is over and above what is remitted voluntarily and is deposited daily in the operating accounts of the respective taxing jurisdictions as it is collected.

DIRECT REVENUE GENERATED THROUGH AUDITS AND ENFORCEMENT

<u>SOURCE</u>	<u>ACTUAL</u>	<u>ESTIMATED</u>	<u>ANTICIPATED</u>
	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
COMPLIANCE AUDITS	1,304,982	1,580,000	1,100,000
ENFORCEMENT AND COLLECTIONS	769,095	1,000,000	1,000,000
 TOTAL	 <u>2,074,076</u>	 <u>2,580,000</u>	 <u>2,100,000</u>

EXPENDITURES



**CADD0-SHREVEPORT
SALES AND USE TAX COMMISSION**

**2022-2023
CAPITAL OUTLAY BUDGET REQUEST**

Expenditures

<u>3-4650</u>	<u>Furniture & Equipment</u> Provides for computers and technology equipment	\$5,000
TOTAL CAPITAL OUTLAY BUDGET REQUEST		\$5,000

Revenue

Anticipated Balance in Capital Reserve 7-1-2022*	\$64,000
Anticipated Fee Income	<u>\$24,000</u>
TOTAL REVENUE AVAILABLE	\$88,000
Less Expenditures	(5,000)
Transfers to Operating	-0-
Balance Anticipated in CAPITAL RESERVE 6-30-2023*	<hr/> <u>\$83,000</u>

- * The Board of Commissioners has approved a recommendation by management to maintain the Capital Reserve Account to fund capital projects. Management recommends that attorney fee income (not to exceed \$2,000 per month) be deposited in Capital Reserve this year for this purpose. Approximately \$46,000 per month is transferred to the Operating Fund to offset operating expenses (refer to "Revenue" page of the Operating Budget).

CADDO-SHREVEPORT
SALES AND USE TAX COMMISSION
2022-2023 BUDGET

NARRATIVE SUMMARY

1. **Authority**

Louisiana Revised Statutes, Title 33, § 2738.54, authorizes the City of Shreveport and the Caddo Parish School Board to enter into an agreement between and among themselves with respect to the joint collection, enforcement, and administration of their sales and use taxes. In April 1980, by ordinances duly adopted by their respective governing authorities, the City and School Board entered into an agreement creating "...a joint commission as an independent agency and instrumentality to administer the terms of an agreement." The agreement was executed and this agency was created. The Commission also serves (as authorized in state law and the "Joint Agreement") Vivian, Oil City, Mooringsport, Greenwood, Rodessa, Blanchard, Ida, Sales Tax District #1 of Caddo Parish, North Caddo Parish Hospital Service District, Caddo Fire District No. 1, Caddo Fire District No. 3, The Shreveport Bossier Convention and Tourist Bureau, The Law Enforcement District of Caddo Parish, and The Village of Hosston.

2. **Staffing Levels and Organization**

The Commission is governed by a Board of Commissioners (see page 4) and presently has an authorized staff of fourteen (14) which is organized as shown on the Organization Chart on page 13.

3. **Description of Operations**

The Commission receives and processes tax reports for over twenty-three thousand (23,000) registered dealers. We record, account for, and maintain complete current and prior years (5 years) records on each; deposit the revenue received with the fiscal agent of each taxing authority daily; account for and report the revenue in detail as required by law and as requested by the finance directors; enforce compliance with local ordinances and state law relating to sales and use tax; and provide support and assistance to the dealers as needed.

4. **Office**

Private office space is maintained at 3300 Dee Street and all expenses associated with the operation are covered in our budget. Office hours for personnel are 7:45 AM to 4:45 PM each business day (except authorized holidays) and the office is open to the public from 8:00 AM to 4:30 PM.

5. **Performance**

- *Board of Commissioners*

The board meets once each quarter (more often if necessary) and reviews performance, tax collections, audits, delinquent account handling, operating costs vs. budget, personnel progress and problems, matters under litigation, and all other business affairs of the Commission. Membership on the board is by virtue of the position held with the respective taxing authorities as provided in the "Joint Agreement" and ordinances passed by both bodies. (See page 4).

- *Administration*

The Administrator is appointed, subject to confirmation by the City Council and School Board, and serves at the pleasure of the Board. He is subject to the provisions of the "Joint Agreement" between the taxing authorities and the sales and use tax ordinances and is vested with specific authority with respect to the administration of the affairs of the Commission. The Chairman of the Board is his immediate higher authority with respect to the day to day business of the Commission; the sales and use tax ordinances, state law, the constitution and the courts govern his activities and set the limits of his responsibility and authority with respect to the administration of the sales and use tax law.

- *Field Operations & Professional Staff*

An Audit Manager, a five-person Audit Staff and one Field Representative maintain a high level of professional and ethical performance. Historically, this field team has generated substantially more revenue than the total cost of the operations of the Commission. Such revenue is in addition to sales and use taxes voluntarily remitted to this Commission.

- *Administrative Support*

The office staff effectively and efficiently manages an enormous paper flow. The Auditors and Field Representative get involved in processing tax reports to varying degrees depending on the work load. In addition to normal mail handling, bookkeeping, correspondence, file maintenance, data processing, and the phone calls, between 500 and 600 dealers per month come into the office.

- *Overall Performances*

A survey of our operating costs in recent years reveals that this Commission has operated for .49% (.0049) of total collections. Over a three-year period the Commission has collected over seven hundred forty six million dollars (\$746,897,569.54) at a total cost of three million six hundred six hundred two thousand, six hundred fifty five dollars (\$3,662,655). During this same time, as a direct result of our audit activity and enforcement efforts against delinquent accounts, this Commission generated over six million dollars (\$6,750,163) in revenue which was not paid voluntarily.

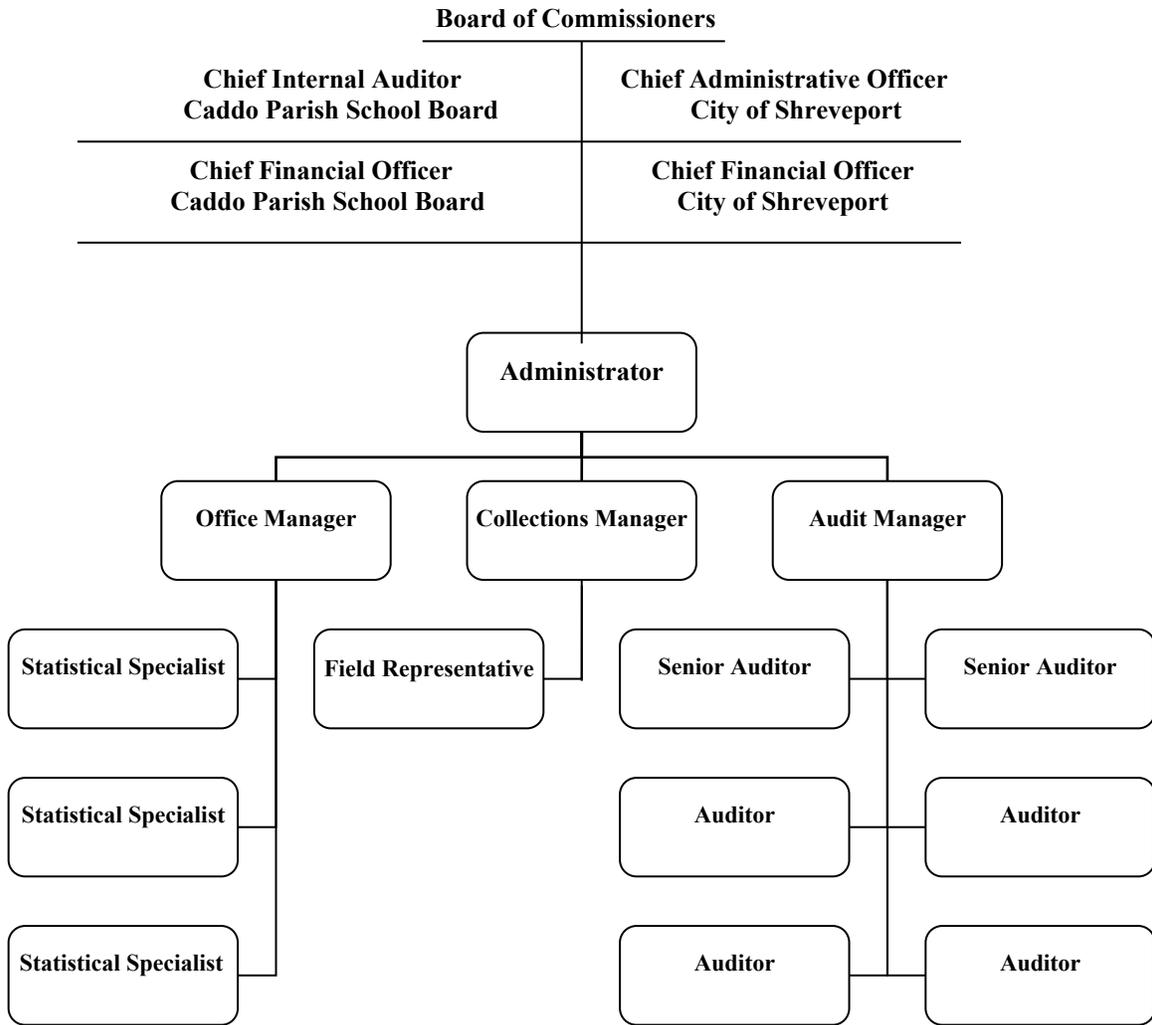
6. **Program Needs**

The Capital Outlay Budget allows the Commission to add much needed items to the sales tax office without having to request funds. Funding comes from our Capital Reserve Fund which is built and maintained out of fees earned for services rendered.

7. **Accomplishments**

The Commission continues to build on a reputation of excellence in all phases of our operations. Other parishes, school boards and municipalities frequently visit our office from around the state in an effort to improve their tax administrative function. In addition to this record of excellence we have also improved our policies, procedures, and regulations in an effort to refine our operations even further.

ORGANIZATIONAL CHART



TITLE	DATE	ORIGINATING DEPT./DIV.
A Resolution approving the budget for the Caddo-Shreveport Sales and Use Tax Commission for the fiscal year beginning July 1, 2022; and otherwise providing with respect thereto.	5/19/22	Finance/Administration

SPONSOR OR COUNCIL MEMBER

PURPOSE

To approve the budget for the *Caddo-Shreveport Sales and Use Tax Commission* for the fiscal year beginning July 1, 2022.

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

BACKGROUND INFORMATION

Pursuant to the JOINT AGREEMENT FOR COLLECTION OF SALES AND USE TAXES (as amended) between the Caddo Parish School Board and the City of Shreveport, the Commission must submit its proposed budget for the ensuing fiscal year to the City council and School Board for approval or rejection.

The total amount budgeted for the upcoming year 2022-2023 is \$1,368,050. In comparison, the amount budgeted for last fiscal year 2021-2022 was \$1,330,000, an increase of \$38,050.

TIMETABLE

Introduction: **May 24, 2022**
 Final Passage: **June 14, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

Approval or rejection of the 2022-2023 Caddo-Shreveport Sales and Use Tax Commission’s budget must take place by no later than June 15, 2022.

FINANCES

SOURCE OF FUNDS

NA | NA

CONCLUSION

FACT SHEET PREPARED BY: Kasey Brown, Interim CFO

RESOLUTION NO. _____ OF 2022

A RESOLUTION APPROVING THE BUDGET FOR THE CADDO-SHREVEPORT SALES AND USE TAX COMMISSION FOR THE FISCAL YEAR BEGINNING JULY 1, 2022; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, Louisiana Revised Statutes, Title 33, § 2738.54, redesignated as La. R.S. [47:338.162](#), authorizes the City of Shreveport and the Caddo Parish School Board to enter into an agreement between and among themselves with respect to the joint collection, enforcement, and administration of their sales and use taxes; and

WHEREAS, in April 1980, the Shreveport City Council adopted Ordinance No. 85 of 1980, and the school Board adopted a similar ordinance, whereby the City and School Board entered into an agreement creating "...a joint commission as an independent agency and instrumentality to administer the terms of an agreement." The agreement was executed and an agency was created; and

WHEREAS, the *Caddo Shreveport Sales and Use Tax Commission* was the agency created by the City of Shreveport and the Caddo Parish School Board to provide for the joint collection, enforcement and administration of sales and used taxes levied by the City and School Board; and

WHEREAS, the stated purpose of *the Caddo-Shreveport Sales and Use Tax Commission* is to collect the proper amount of tax revenue at the lowest possible cost; and

WHEREAS, the JOINT AGREEMENT FOR COLLECTION OF SALES AND USE TAXES (as amended) between the Caddo Parish School Board and the City of Shreveport, executed on April 20, 1980, reads in part as follows:

7. **Budgets.** The fiscal year of the Commission shall by July 1 through June 30. On or before the first day of May of each year the Commission shall submit its proposed budget for the ensuing fiscal year to the City council and School Board for approval or rejection. Said action by the City Council and School Board shall take place by no later than June 15.

WHEREAS, the Commission has submitted its proposed budget for the fiscal year beginning July 1, 2022, a copy of which was submitted to the City of Shreveport via a letter of Transmittal dated April 27, 2022 attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that the total budget of \$1,368,050 proposed by the *Caddo-Shreveport Sales and Use Tax Commission* for the fiscal year beginning July 1, 2022, attached hereto as Exhibit "A" and made part hereof, is hereby approved.

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

BE IT FURTHER REOSLVED 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

RESOLUTION NO. 82 OF 2022

A RESOLUTION THANKING PRESIDENT-CHANCELLOR DR. RAY L. BELTON FOR HIS COMMITMENT, CONTRIBUTIONS, AND YEARS OF LEADERSHIP AT SOUTHERN UNIVERSITY AND A&M COLLEGE AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: COUNCILWOMAN TABATHA TAYLOR

WHEREAS, Dr. Ray L. Belton a native of Shreveport graduated from Southern University at Shreveport (SUSLA). Dr. Belton continued his studies at Southern University A&M College where he graduated first in his class; and

WHEREAS, Dr. Belton earned a Master of Arts in counseling from the University of Nebraska at Omaha, and a Doctor of Philosophy in educational administration from the University of Texas at Austin. Dr. Belton is a tenured professor of psychology; and

WHEREAS, in 2015 Dr. Belton made history becoming Southern University's first president-chancellor when the Southern University System Board of Supervisors combined the roles; and

WHEREAS, under Dr. Belton's leadership in this dual role, several new programs and strategic initiatives were implemented System-wide to increase efficiency, boost enrollment, strengthen teaching and learning, enhance technology, improve student success, expand fundraising and philanthropic efforts, and increase alumni engagement; and

WHEREAS, Dr. Belton oversaw the successful Southern Association of Schools – Commission on College's (SACSCOC) reaffirmation of accreditation for the Baton Rouge flagship campus as well as the successful reaffirmation of SACSCOC accreditation and removal of probation for the New Orleans campus; and

WHEREAS, under Dr. Belton's leadership of the System, Southern became one of two institutions in the state of Louisiana to be awarded a license to grow medical marijuana. The Southern University Agricultural Research and Extension Center, along with vendor Ilera Holistic Health Care, has produced both THC and CBD medical marijuana products, making Southern the first historically Black college in the nation to do so; and

WHEREAS, over the course of four years both retention and graduation rates have evolved at Southern University Baton Rouge (SUBR), the enrollment of first-time freshman has increased by an average of 15 percent, and resources to support campus enhancements have grown by 220 percent. Southern University Baton Rouge currently enjoys its highest rate of alumni giving since the University's inception in 1880; and

WHEREAS, additionally, under Dr. Belton's leadership, the University has experienced unprecedented infrastructural improvements consisting of the establishment of the Southern University Innovation Center, Jaguar Plaza sports complex, upgrades to athletic facilities, 750 student apartments, and a new Student Union Complex; and

WHEREAS, the University directed more than \$6 million to support classroom and laboratory improvements, along with curriculum and faculty professional development. While chancellor, SUSLA acquired more than \$34 million to support capital improvements including: academic structures, student centers, and the first-time development of student apartments (one of only two at community colleges in the state) at the institution; and

WHEREAS, during Dr. Belton's tenure as chancellor of the Shreveport campus, the university enjoyed unprecedented growth resulting in an enrollment increase of more than 156 percent; and

WHEREAS, Southern University System President and Southern University and A&M College Chancellor Dr. Ray L. Belton announced to the Southern University Board of Supervisors that he would retire from the position of president-chancellor effective Fall 2022; and

WHEREAS, Southern University Board of Supervisors Chairman Domoine D. Rutledge said, "We are indebted to Dr. Belton for his many years of service and commitment to the cause of higher education in general, and the Southern University System in particular." "Invariably, his decision-making process reflected the best interest of the institution and the students we serve were always a priority"; and

WHEREAS, Dr. Belton said, "By 2022, I will have served as a chief executive officer for more than 21 years, the first 14 years as chancellor of Southern University Shreveport and then, for seven years as president-chancellor for the System and Southern University Baton Rouge," Belton said. "This also will mark 35 years of service with the University. Over the course of my tenure, I have had the great fortune to work with some exceptionally talented colleagues. Together, I believe our work has enabled us to position the University in a manner that it will continue to be seen as a premier institution within the higher education community."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the Shreveport City Council would like to thank President-Chancellor Dr. Ray L. Belton for his commitment, contributions, and years of leadership at Southern University and A & M College.

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

RESOLUTION NO. ____ OF 2022

A RESOLUTION TO DEDICATE THE 7900 BLOCK OF AARON PLACE IN HONOR OF VELMA JOHNSON FOR HER COMMITMENT AND CONTRIBUTIONS TO THE EDEN GARDEN COMMUNITY AND THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMAN GRAYSON BOUCHER

WHEREAS, Velma Johnson was a lifelong citizen of Shreveport, Louisiana and passed on February 11, 2022; and

WHEREAS, Velma Johnson moved to the Eden Garden Community in 1963 and became very active in her community where she brought awareness and embraced unity; and

WHEREAS, Velma Johnson organized the National Night Out, not only for her street, but for other streets as well in her community; and

WHEREAS, Velma Johnson kept her community informed of all policy changes regarding cleanliness and safety in the community; and

WHEREAS, Velma Johnson kept a good repour with first responders and made sure that they were present at any festivities that would be held in her community; and

WHEREAS, Velma Johnson was instrumental in having a “Welcome to Eden Garden” sign placed on Rainbow Drive; and

WHEREAS, Velma Johnson joined the Shreveport Green Program and was able to have several gardens planted in the Eden Garden community; and

WHEREAS, Velma Johnson was the Girl Scout Lead for Eden Garden’s Brownie Scouts and placed a basketball goal up in her community for the youth; and

WHEREAS, Velma Johnson delivered food for bereaved families and sponsored back to school supply give-a-ways in her community.

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 dedicating the 7900 block of Aaron Street in honor of Velma Johnson for her commitment and contributions to the Eden Garden community and the City of Shreveport.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney’s Office

RESOLUTION NO. 84 OF 2022

AN EMERGENCY RESOLUTION TO RECOMMEND AND ENCOURAGE THE MAYOR TO PURCHASE 4-6 HELLCATS FOR THE SHREVEPORT POLICE DEPARTMENT AND HIRE A CONTRACTOR TO INSTALL CAMERAS THROUGHOUT THE CITY OF SHREVEPORT, AS SOON AS POSSIBLE, TO AID IN THE REDUCTION AND PREVENTION OF CRIME IN THE CITY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY COUNCILMEMBERS: TABATHA TAYLOR, JERRY BOWMAN, JR.,
ALAN JACKSON, AND JAMES GREEN**

WHEREAS, the City of Shreveport is experiencing a high level of crime, there have been 29 homicides in the City thus far in 2022; and

WHEREAS, the purchase of 4-6 Dodge Challenger Hellcats for the Shreveport Police Department will aid in their efforts to reduce crime in the City; and

WHEREAS, the installation of cameras throughout the City will help to reduce and prevent crime, the immediate installation of cameras is necessary for the safety of the citizen in Shreveport; and

WHEREAS, the cameras will also play a vital role in helping the Shreveport Police Department to solve crime.

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 recommends and encourages the Mayor to purchase 4-6 hellcats for the Shreveport Police Department and hire a contractor to install cameras throughout the City of Shreveport, as soon as possible, to aid in the reduction and prevention of crime in the City.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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 the Bill Cockrell Swimming Pool Repair. Bid RFQ #22-524 and to otherwise provide with respect thereto.	May 24, 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 RFQ 22-524.

BACKGROUND INFORMATION

On April 26, 2022, one (1) bid was received for the Bill Cockrell Swimming Pool Repair RFQ #22-524. The designer's estimate was \$130,000.00 and the bid submitted was for \$135,000.00.

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 that are "*in the best interests of the city.*"

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

<u>TIMETABLE</u>	<u>ATTACHMENT(S)</u>
Introduction: June 14, 2022 Final Passage: June 14, 2022	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 BILL COCKRELL SWIMMING POOL REPAIR. BID RFQ #22-524 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, on April 26, 2022, one (1) bid was received as a result of solicitation for Bill Cockrell Swimming Pool Repair (RFQ-22-524); and

WHEREAS, the bid of \$135,000.00 was over the project budget of \$130,000.00; 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. 26-268](#) the City has adopted, by reference, portions of the Louisiana Procurement Code (La. R.S. 39:1551 through 39:1755); and

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

WHEREAS, “*the best interest of the city*” under these facts and circumstances is authorized in [La. R.S. 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 RFQ #22-524.

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

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 the Airport Park Pool Renovations. Bid RFQ #22-525 and to otherwise provide with respect thereto.	May 24, 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 RFQ 22-525.

BACKGROUND INFORMATION

On April 26, 2022, one (1) bid was received for the Airport Park Pool Renovations RFQ #22-525. The designer's estimate was \$130,000.00 and the bid submitted was for \$135,000.00.

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 that are "*in the best interests of the city.*"

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

<u>TIMETABLE</u>	<u>ATTACHMENT(S)</u>
Introduction: June 14, 2022	NA
Final Passage: June 14, 2022	

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 AIRPORT PARK POOL RENOVATIONS. BID RFQ #22-525 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, on April 26, 2022, one (1) bid was received as a result of solicitation for Airport Park Pool Renovations (RFQ-22-525); and

WHEREAS, the bid of \$135,000.00 was over the project budget of \$130,000.00; 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. 26-268](#) the City has adopted, by reference, portions of the Louisiana Procurement Code (La. R.S. 39:1551 through 39:1755); and

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

WHEREAS, “*the best interest of the city*” under these facts and circumstances is authorized in [La. R.S. 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 RFQ #22-525.

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

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

TITLE
A RESOLUTION DECLARING THE INTENTION OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA (THE "ISSUER"), TO PROCEED WITH THE ISSUANCE OF NOT TO EXCEED SIXTY-TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$62,500,000) AGGREGATE PRINCIPAL AMOUNT OF TAXABLE OR TAX-EXEMPT GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION FOR APPROVAL; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

DATE
June 8, 2022

ORIGINATING DEPARTMENT
City Attorney's Office
COUNCIL DISTRICT
City-wide
SPONSOR

PURPOSE

To provide preliminary approval for the incurring of debt and issuance of NTE \$62,500,000 General Obligation Refunding Bonds, in one or more series, for the purposes of (i) refunding and/or defeasing of all or certain maturities of the City's \$93,500,000 General Obligation Bonds, Series 2014 (the "**Refunded Bonds**"), and (ii) paying the costs of issuance of the Bonds (collectively, the "**Refunding**"), which will provide debt service reductions and savings.

BACKGROUND INFORMATION

This Resolution would approve the employment of the professionals engaged by the City in connection with the issuance of the Bonds.

TIMETABLE

Introduction: June 14, 2022
Final Passage: June 14, 2022

ATTACHMENTS

N/A

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

SOURCE OF FUNDS

N/A

Unlimited ad valorem taxes on all the taxable property within the boundaries of the City, in compliance with a special election held by the Issuer on April 2, 2011.

ALTERNATIVES

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

RECOMMENDATION

The City Attorney's Office recommends adoption of the Resolution.

FACT SHEET PREPARED BY:

Boles Shafto, LLC
Washington & Wells, LLC

RESOLUTION NO. ____ OF 2022

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA (THE "ISSUER"), TO PROCEED WITH THE ISSUANCE OF NOT TO EXCEED SIXTY-TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$62,500,000) AGGREGATE PRINCIPAL AMOUNT OF TAXABLE OR TAX-EXEMPT GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION FOR APPROVAL; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

BY: COUNCILMEMBER _____.

WHEREAS, at its meeting held on January 20, 2011 the Louisiana State Bond Commission (the "**State Bond Commission**") did approve the submission of the following propositions to the qualified electors the City of Shreveport, State of Louisiana (the "**City**" or "**Issuer**"), viz

CITY OF SHREVEPORT PROPOSITION NO. 1

SUMMARY: AUTHORITY TO ISSUE NOT EXCEEDING NINETY-TWO MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$92,670,000), OF GENERAL OBLIGATION BONDS OF THE CITY, IN ONE OR MORE SERIES, FOR A TERM NOT EXCEEDING 20 YEARS FROM THE DATE OF ISSUANCE OF EACH SERIES, FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING, AND/OR IMPROVING THE WATER SYSTEM AND THE SEWER SYSTEM AND APPURTENANCES THERETO AND ACQUIRING THE NECESSARY LAND OR RIGHTS THEREIN, EQUIPMENT AND FURNISHINGS THEREFORE, SAID BONDS TO BE PAYABLE FROM AD VALOREM TAXES.

Shall the City of Shreveport, State of Louisiana (the "City"), incur debt and issue bonds, in one or more series, not exceeding the amount of Ninety-two Million Six Hundred Seventy Thousand Dollars (\$92,670,000), for a term not exceeding twenty (20) years from the date of issuance of each series thereof, with interest at a rate or rates not exceeding nine per centum (9%) per annum, if taxable and not exceeding seven per centum (7%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 7.447), for the purpose of constructing, acquiring, and/or improving the water system and the sewer system and appurtenances thereto, and acquiring the necessary land or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

CITY OF SHREVEPORT PROPOSITION NO. 2

SUMMARY: AUTHORITY TO ISSUE NOT EXCEEDING THIRTY EIGHT MILLION DOLLARS (\$38,000,000), OF GENERAL OBLIGATION BONDS OF THE CITY, IN ONE OR MORE SERIES, FOR A TERM NOT EXCEEDING 20 YEARS FROM THE DATE OF ISSUANCE OF EACH SERIES, FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING, AND IMPROVING PUBLIC FACILITIES

AND EQUIPMENT FOR PARKS AND RECREATION, PUBLIC BUILDINGS, THE POLICE DEPARTMENT, FIRE DEPARTMENT, AND FINANCE DEPARTMENT AND ACQUIRING THE NECESSARY LAND OR RIGHTS THEREIN, EQUIPMENT AND FURNISHINGS THEREFORE, SAID BONDS TO BE PAYABLE FROM AD VALOREM TAXES.

Shall the City of Shreveport, State of Louisiana (the "City"), incur debt and issue bonds, in one or more series, not exceeding the amount of Thirty-Eight Million Dollars (\$38,000,000), for a term not exceeding twenty (20) years from the date of issuance of each series thereof, with interest at a rate or rates not exceeding nine per centum (9%) per annum, if taxable and not exceeding seven per centum (7%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.053), for the purpose of constructing, acquiring, and improving public facilities and equipment for parks and recreation, public buildings, the police department, fire department, and finance department and acquiring the necessary land or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

CITY OF SHREVEPORT PROPOSITION NO. 3

SUMMARY: AUTHORITY TO ISSUE NOT EXCEEDING FORTY-FOUR MILLION THREE HUNDRED THIRTY THOUSAND DOLLARS (\$44,330,000), OF GENERAL OBLIGATION BONDS OF THE CITY, IN ONE OR MORE SERIES, FOR A TERM NOT EXCEEDING 20 YEARS FROM THE DATE OF ISSUANCE OF EACH SERIES, FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING, AND/OR IMPROVING THE STREETS, HIGHWAYS, BRIDGES, AND DRAINAGE SYSTEMS AND APPURTENANCES THERETO AND ACQUIRING THE NECESSARY LAND OR RIGHTS THEREIN, EQUIPMENT AND FURNISHINGS THEREFORE, SAID BONDS TO BE PAYABLE FROM AD VALOREM TAXES.

Shall the City of Shreveport, State of Louisiana (the "City"), incur debt and issue bonds, in one or more series, not exceeding the amount of Forty-four Million Three Hundred Thirty Thousand Dollars (\$44,330,000), for a term not exceeding twenty (20) years from the date of issuance of each series thereof, with interest at a rate or rates not exceeding nine per centum (9%) per annum, if taxable and not exceeding seven per centum (7%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.562), for the purpose of constructing, acquiring, and/or improving the streets, highways, bridges, and drainage systems and appurtenances thereto and acquiring the necessary land or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

WHEREAS, on April 2, 2011 the City held a special election (the "**Election**") to consider the above proposition which was approved by a majority of the qualified electors voting at such election; and

WHEREAS, subsequent to said Election the Issuer did issue its: \$93,500,000 General Obligation Bonds, Series 2014 (the "**Refunded Bonds**"); and

WHEREAS, in order to provide debt service reductions and savings to the Issuer, the Issuer desires to refund and/or defease some or all of the maturities of the Refunded Bonds pursuant to the provisions of Chapter 39, Section 501, *et seq* , including provisions related to the refunding of bonds under Section 531 thereof (La. R.S. 39:531), as amended and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the "**Refunding Act**"), and other constitutional and statutory authority through the issuance of refunding bonds; and

WHEREAS, pursuant to the Refunding Act, and subject to the approval of the State Bond Commission, this City Council, acting as the governing authority (the "**Governing Authority**") of the Issuer, desires to accomplish the Refunding through the issuance of not exceeding Sixty-Two Million Five Hundred Thousand Dollars (\$62,500,000) aggregate principal amount of Taxable or Tax-Exempt General Obligation Refunding Bonds, in one or more series (the "**Bonds**") for the purposes of: (i) refunding and/or defeasing of all or certain maturities of the Refunded Bonds, and (ii) paying the costs of issuance of the Bonds (collectively, the "**Refunding**"); and

WHEREAS, the Bonds will be special and limited obligations of the Issuer, secured by and solely from the annual levy and collection of unlimited ad valorem taxes on all the taxable property within the boundaries of the Issuer (the "**Tax**"), sufficient in amount to pay the interest and the principal falling due each year, or such amount as may be required, for any sinking fund necessary to retire the Bonds at maturity. The tax shall be levied and collected by the same officers, at the same time, and in the same manner as the general taxes of the Issuer.

WHEREAS, in connection with the issuance of the Bonds, the Governing Authority of the Issuer desires to authorize the filing of an application with the State Bond Commission requesting that the State Bond Commission approve the issuance and sale of the Bonds in accordance with the Refunding Act.

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

SECTION 1. Preliminary Approval of Bonds. Pursuant to and in accordance with the provisions of the Refunding Act and other constitutional and statutory authority, this Governing Authority does hereby declare its intention to issue in the name of the Issuer the Bonds for the purposes of the Refunding.

The Bonds shall be general obligations of the Issuer, payable from and secured by the Tax in the manner provided by Article VI, Section 33 of the Louisiana Constitution of 1974.

The Bonds will be issued and authorized pursuant to one or more ordinance(s) adopted by this Governing Authority, shall be issued in an amount not to exceed Sixty-Two Million Five Hundred Dollars (\$62,500,000) and shall bear interest at a rate of not to exceed five percent (5%) per annum, maturing no later than September 1, 2034 in the manner provided for by the ordinance(s) adopted at the time the Bonds are issued and the Refunding Act.

SECTION 2. State Bond Commission Application. This Governing Authority hereby authorizes and directs that application be formally made to the State Bond Commission, Baton Rouge, Louisiana for final approval of the issuance of the Bonds by the Issuer within the parameters set forth above.

SECTION 3. State Bond Commission Swap Policy. By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns, to full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the State Bond Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 4. Authorization of Officers. This Governing Authority hereby authorizes and directs its Mayor, Chief Administrative Officer, Director of Finance, Chairman, Vice-Chairman, Clerk and such other officials of the City individually and/or collectively to do any and all things necessary and incidental to carry out the provisions of this resolution.

SECTION 5. Severability. If any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

SECTION 6. Repealer. All resolutions in conflict herewith are hereby repealed and supplemented by this resolution.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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

A RESOLUTION TO REPEAL AMENDMENT NO. 1 TO RESOLUTION NO. 87 OF 2021 WHICH ADDED A CLAUSE TO THE CONTRACT BETWEEN THE CITY OF SHREVEPORT, LOUISIANA AND C. EDWARDS CONCEPT, LLC, REQUIRING A PERFORMANCE BOND BE PROVIDED BY THE CONTRACTOR, AND TO AMEND OTHER PORTIONS OF THE CONTRACT TO BE CONSISTENT WITH THE REQUEST FOR PROPOSAL, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

DATE

June 9, 2022

ORIGINATING DEPARTMENT

Public Works

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

To repeal Amendment No. 1 to Resolution 87 of 2021 as to the terms of the contract, removing the requirement for a performance bond, and to amend the contract to be consistent with the request for proposal.

BACKGROUND INFORMATION

On September 14, 2021, an amendment was attached to Resolution 87 of 2021 to add a new subsection to the contract, requiring the Contractor to provide a surety bond. This resolution is to remove that requirement. This resolution also amends other terms of the contract to be consistent with the request for proposal.

TIMETABLE

Introduction: June 14, 2022
Final Passage: June 28, 2022

ATTACHMENT(S)Exhibit "A" *Recycling Contract***SPECIAL PROCEDURAL REQUIREMENTS**

None

FINANCES

The contractor will receive \$158,333.00 per month. Payment will not start until the end of the month in which recycling pick-up begins. If the pick-up does not begin on the first of the month, the fee will be prorated.

SOURCE OF FUNDS

Funding will come from the \$2.50 monthly per household recycling fee.

ALTERNATIVES

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

RECOMMENDATION

Adopt the resolution as submitted.

FACT SHEET PREPARED BY:

Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. _____ OF _____

A RESOLUTION TO REPEAL AMENDMENT NO. 1 TO RESOLUTION NO. 87 OF 2021 WHICH ADDED A CLAUSE TO THE CONTRACT BETWEEN THE CITY OF SHREVEPORT, LOUISIANA AND C. EDWARDS CONCEPT, LLC, REQUIRING A PERFORMANCE BOND BE PROVIDED BY THE CONTRACTOR, AND TO AMEND OTHER PORTIONS OF THE CONTRACT TO BE CONSISTENT WITH THE REQUEST FOR PROPOSAL, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, Amendment No. 1 to Resolution No. 87 of 2021 added a clause to the Contract requiring a performance bond be provided by the Contractor; and

WHEREAS, the subsection that provided for the requirement of the performance bond will be removed from the contract; and

WHEREAS, new resolution will be presented to remove the requirement for the performance bond; and

WHEREAS, language will be amended concerning notice to citizens with digital notice being sufficient; and

WHEREAS, language will be removed concerning title to unacceptable waste and allowing unacceptable waste and recyclable materials to be the Contractor's property and her responsibility; and

WHEREAS, President's Day will be removed from the holiday schedule and Juneteenth will be added.

WHEREAS, language will be amended concerning notice for termination for convenience and termination for cause to be 60 days instead of 90 days; and

WHEREAS, language will be added concerning rate adjustments to be submitted in writing to the Purchasing Agent; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular, and legal session convened that Amendment No. 1 to Resolution No. 87 of 2021,, is hereby repealed.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESIDENTIAL RECYCLING AGREEMENT

This Residential Recycling Agreement (“Agreement”) is entered into as of the ____ day of _____, 2021, between the City of Shreveport, Louisiana (“City) and C Edwards Concepts, LLC. (“Contractor”).

WITNESSETH:

WHEREAS, City desires to grant to the Contractor the exclusive right to operate and maintain the service of residential houses, residences, and authorized commercial establishments customer recycling over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Shreveport, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of residential houses, residences, and authorized commercial establishments customer recycling over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Shreveport, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Contract Documents. The following documents shall be referred to as the “Contract Documents”, all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - a. This Agreement.
 - b. Contractor’s Proposal for the Request for Proposal (the “RFP”) for household curbside recycling Set Rate Service dated 12/29/2020.
 - c. The RFP
 - d. Exhibit “A”
 - e. In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract document “A” having the first priority and Contract Document “C” having the last priority.
- II. Definitions. Capitalized terms in this Agreements shall have the following meanings:
 - a. Collection: The aggregation and transportation of Recyclable Materials from a place at which it is generated and including all activities up to the time when it is delivered to a Materials Recovery Facility.

- b. Collection Hours: Shall mean the time period during which collection of Recyclable Material is authorized in the City. Contractor shall not start collections before 7 a.m. on a collection day.
- c. Contaminated Material: Shall mean all material collected by the recycling vehicles that is not considered Recyclable Material as defined in this contract. Contaminated Materials including but not limited to: garbage, food waste, food tainted items, pizza boxes, egg cartons, wax-coated cartons, ice-cream cartons, aluminum foil, Styrofoam cups and plates, aerosol cans, propane tanks, and helium tanks.
- d. Hazardous Waste: Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- e. Materials Recovery Facility (MRF): A recycling facility in which Recyclable Materials are processed.
- f. Missed Collection: Shall mean the failure of Contractor to provide recycling collection at a designated collection stop within the Collection Hours on the Scheduled Collection Day.
- g. Non-Targeted Materials: Materials that are not Recyclable Materials as defined herein.
- h. Processing: Volume reduction, sorting, baling, containment, or other preparation of Recyclable Materials delivered to a MRF for transportation or marketing purposes.
- i. Process Residuals: Materials that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweeping, and rejects from specific processing equipment (e.g. material cleaned from screens, etc.). Process Residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities. Process Residuals does not include glass broken after Collection.
- j. Recyclable Materials: The following items are classified as Recyclable Materials under this Contract: aluminum, steel and tin cans, newspaper and newspaper inserts; magazines and catalogs; all junk mail and envelopes; cardboard; office and school paper (all colors); phone books; cereal and cracker type boxes, brown paper sacks and bags; glass bottles and jars; plastics labeled Nos. 1 through Nos. 7; plastic milk jugs, paper milk cartons and plastic bags,
- k. Scheduled Collection Day: Shall mean the day or days of the week on which recycling collection service by Contractor is to occur, as specified herein.
- l. Unacceptable Waste: Shall mean Non-Targeted Materials and Hazardous Waste.

III. Contract Term. Unless terminated in accordance with Section VIII or IX of this Agreement or extended in accordance with this Section, the term of this Agreement shall expire after a period of five (5) years of collection, which shall begin on the date of the last signature to this Contract as set out below (the “Contract Term”). The parties may, by written agreement, extend the term of this Contract for (2) two additional three (3) year terms.

IV. Rates.

- a. The following monthly set rate shall apply during the term of the Agreement for residential houses, residences and authorized commercial establishments, estimated 61,000 customers serviced.

Year	Monthly Rate
2021-2026	\$158,333.00

- b. Rate Adjustments. For a renewal term, Contractor may request price increases that are limited to the increase in Contractor’s actual documented cost of doing business or the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the “CPI”). Rate adjustments must be submitted in writing to the Purchasing Agent. Adjustments must be approved by the Public Works Director and the Purchasing Agent.
- c. Changes in Law or Costs. Contractor may at any time request an increase of the rates provided in this Agreement to adjust for any increase in (i) recycling, sorting, processing and related cost or (ii) Contractor’s cost due to changes in Applicable Laws. Contractor may request an increase of rates for reasons other than those set forth above with the City’s consent. The request must be made in writing and provide the reason for the request to increase the rate.
- d. Compensation to Contractor will commence at the end of the first month when recycling services are rendered, necessitating that recycling be physical collected before payment is dispensed to Contractor.
- e. Any provision of the Contract which allows Contractor to charge amounts in excess of those specifically stated in the Contract shall only apply when Contractor has notified City in advance before work is done/charges incurred that such work or circumstances will result in increased charges, and the amount thereof, and the City has agreed in writing to the maximum amount of additional charges.

V. Contractor Operational Obligation.

- a. Collection. Contractor shall provide recycling service to all residential houses, residences, and authorized commercial establishments through curbside collection. Backdoor collection services shall be provided free of charge to handicap residents living alone.
- b. Collection Method. Contractor shall employ single-stream collection of Recyclable Materials, meaning residents will commingle all groups of Recyclable Materials in a lidded, wheeled cart and the Contractor will collect and deliver to a business (MRF) to process the Recyclable Materials in a single stream.
- c. Collection Frequency and Schedule. Contractor will provide recycling BI-WEEKLY collection pursuant to routes established pursuant to Section 74-26 of the City of Shreveport Code of Ordinance for the collection of solid waste. Contractor shall provide adequate, sufficient, and consistent notice to each customer of the scheduled collection date and such date shall coincide with the customer’s weekly solid waste collection schedule.

- d. Collection Containers. The city will provide, maintain and distribute 64 gallon lidded and wheeled poly carts for collection of Recyclable Materials.
- e. Ownership of Recyclable Materials. All Recyclable Materials and unacceptable waste for collection shall remain the responsibility and in the ownership of the resident until handled for collection by Contractor. At the point of collection, the Recyclable Materials become the property of the Contractor. Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of Recyclable Materials from any collection container.
- f. Procedure for Unacceptable Waste, Materials Outside the Cart and Unreachable Carts.
 - i. At the collection point: If Contractor determines that a resident has set out Unacceptable Waste or Non-Targeted Materials, left Recyclable Materials outside of the cart, or has positioned the cart so that it is unreachable, Contractor shall use the following procedures:
 - 1. Contractor shall place an “education tag” provided by Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
 - 2. The driver shall record the address of educational tags notification.
 - ii. At the processing point: If Non-Targeted Materials or Process Residuals are discovered at the point of processing, the Contractor will remove said materials and dispose of it properly.
- g. Clean Up Responsibilities. Contractor shall adequately clean up any Recyclable Material spilled or blown during the course of collection and/or hauling operations as well as any hydraulic or oil spills from the equipment used to collect the recyclables.
- h. Non-Completion of Collection and Extension of Collection Hours: Contractor shall inform the City of areas not completed, the reason for non-completion, and the expected time of completion on a daily basis as applicable.
- i. Holidays: Contractor shall observe the following holidays: New Year’s Day, Martin Luther King Day, Juneteenth, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. In the event a holiday on which no collection is provided occurs on a weekday, the collection for each day of that week after the holiday shall be made one (1) working day later.
- j. Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Recyclable Material not collected within one business day after the complaint is received.
- k. Missed Pickups. All missed pick-ups must be resolved within the business day following the complaint, including Saturday.
- l. Publicity, Promotion and Education. The contractor shall publish and distribute public

education information, including Media contact, to the public on as-needed basis, as agreed upon by the City and Contractor.

- m. Collection Vehicles. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. All vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

VI. Performance Assurances.

- a. Missed Collection. The percentage of Missed Collections of each bi-weekly pickup shall not exceed one percent (1%). A Missed Collection shall be resolved by the next business day, including Saturdays.
- b. Recordkeeping. Contractor shall, upon City request, make reports available to the City setting forth the tonnage of Recyclable Materials collected, the percentage of each material collected and processed under this Agreement.
- c. Maintenance of Financial Records and Audit Clause.
 - i. Contractor shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. Contractor shall retain all of its records and supporting documentation applicable to this Agreement 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 City. In the event Contractor's business operations cease to exist, Contractor agrees to turn over to City all of its records relating to this Agreement to be retained by City of the required period.
 - ii. 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 City desires concerning Contractor's operations hereunder. City shall provide written notice prior to the execution of the provision. If 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 City's designated representative at an address designated by City within the City of Shreveport. If City's designated representative finds that the records delivered by Contractor are incomplete, Contractor agrees to pay City's representative's cost to travel to Contractor's office to audit or retrieve the complete records.
- d. Any requirements of confidentiality contained in the Contract shall be subject to the Public

VII. Insurance and Indemnification.

- a. Insurance. Contractor shall maintain the insurance levels as set forth in Exhibit “A”
- b. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney’s fees, to the extent resulting directly or indirectly from Contractor’s negligence or willful misconduct. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the City, any third party or any other parties indemnified under this Agreement.

VIII. Termination for Cause. Either party may terminate the Agreement if the other party fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after sixty (60) day written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the termination minus any damages and cost incurred by the City as a result of the breach.

IX. Termination for Convenience. This Contract may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least sixty (60) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The City will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price.

X. Non Appropriation. In the event sufficient funds for the performance of this Agreement are not appropriated or are re appropriated by the City Council of the City of Shreveport in any fiscal year covered by this Agreement, this Agreement may be terminated by the City, without penalty by giving notice to Contractor of such facts and City’s intention to terminate its financial obligation.

XI. Assignment and Subcontracting. Contractor shall not assign, subcontract, convey, or otherwise dispose of this Agreement or permits required for this Agreement without the written permission of the City, which consent shall not be unreasonably withheld.

XII. Compliance with Laws, Regulations, and Ordinances. Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions, now and thereafter in effect.

XIII. Force Majeure. Contractor shall not be liable for failure to perform Contractor’s duties if such failure is caused by catastrophe, pandemic, act of war, civil disturbance, act of God, severe weather conditions, or other unforeseeable events. Contractor shall take all such measure as may be necessary to resume services as quickly as possible. Contractor shall take all measures as may be necessary to resume service as quickly as possible should such a failure occur and shall develop contingency plans for such events

to ensure any disruption in service is limited.

XIV. Miscellaneous Provisions.

- a. Applicable Law. The laws of the State of Louisiana shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the Parish of Caddo, State of Louisiana regardless of the place of business, residence or incorporation of the Contractor.
- b. Payments of Licenses, Permits and Taxes. Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide Recycling Services under this Agreement.
- c. Severability. If any provisions of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
- d. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail. Postage prepaid, return receipt requested, or delivered personally to:

City: City of Shreveport
Office of the CAO
505 Travis Street, Suite 200
Shreveport, LA 71101

With a copy to:
Office of the City Attorney
City of Shreveport
505 Travis Street, Suite 420
Shreveport, LA 71101

Contractor Address: C. Edwards Concepts, LLC

- e. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement or any waiver, change, modification or discharge is sought.
- f. 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 or between the City and the MRF. The contractor shall at all-times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims which may arise, including Worker's Compensation claims under the Workers Compensation Act of the State of Louisiana or any other state, on behalf of said employees or other persons while so engaged in

any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

- g. Equal Employment Opportunity. In all hiring or employment made possible by or resulting from this Agreement there: (a) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age or veteran status; and (b) where applicable, affirmative action will be taken to ensure that Contractor's employees are treated during employment without regard to race, color, religion, sex, national origin, handicap, age or veteran status. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising lay-off 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 regard to race, color, religion, sex, national origin, handicap, age or veteran status.

**[Remainder of Page Left Blank Intentionally]
[Signatures and Exhibit "A" appear on the following pages]**

WITNESSES:

1) _____

Print _____

2) _____

Print _____

WITNESSES:

1) _____

Print _____

2) _____

Print _____

CITY OF SHREVEPORT

BY: _____

Adrian Perkins, Mayor

Date: _____

C. EDWARDS CONCEPTS, LLC

BY: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

Insurance Requirements

.....
Before an agreement or contract is executed by the City, Your insurance agent must issue a Certificate of Insurance that complies with the terms and coverage(s) herein and the Insurance Certificate must be attached to and included with the AGREEMENT.
.....

1. **Coverage and Limits of Liability**

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:

1.1. **Commercial General Liability Insurance.**

Commercial General Liability Insurance in an amount not less than a combined single limit to two million five hundred thousand dollars (\$2,500,000) *per occurrence*. **This policy should be endorsed to include 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 by an aggregate annual limitation, the aggregate limitation shall not be less than five million dollars (\$5,000,000).

1.2. **Comprehensive Auto Liability Insurance.**

Comprehensive Auto Liability Insurance, including owned, leased, hired, rented or non-owned automobiles, in an amount not less than three million dollars (\$3,000,000) *per person* or \$3,000,000 *each occurrence* or a combined single limit of \$3,000,000 *per occurrence*. **This policy should be endorsed to include the CITY as an additional insured.**

1.3. **Workers' Compensation Insurance and Employer's Liability Insurance**

Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of one million dollars (\$1,000,000). This policy shall contain an Other States Coverage 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. **Subcontractors**

If any part of the service(s) specified by this AGREEMENT is sublet, insurance shall be provided by, or on behalf of, the subcontractor to cover its operations, and evidence of such insurance, in the form of a Certificate of Insurance, shall be furnished to the CITY by the CONTRACTOR.

3. **Qualified Insurance Carriers** All required coverage provided 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 rating of B+VII** or better. This rating requirement is waived on the Workers Compensations coverage only. 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.

4. Waiver of Subrogation

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

5. Payment of Insurance Premium and Deductible

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

6. Notice of Claims

- 6.1. CONTRACTOR shall promptly notify the CITY if any claim is asserted against the CONTRACTOR wherever such a claim would apply to this coverage. This notification requirement applies to claims resulting from services performed under this AGREEMENT.
- 6.2. The CITY shall give CONTRACTOR prompt notice in writing at the institution of any suit or 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 the CITY immediate notice of any suit or motion filed or prompt notice of any claim arising out of the performance of CONTRACTOR. CONTRACTOR shall furnish immediately to the CITY copies of all pertinent papers and information received by CONTRACTOR.

7. OSHA Compliance

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 CONTRACTOR'S performance of this AGREEMENT. CONTRACTOR shall indemnify CITY for fines, penalties, and corrective measures that result from the acts of commission or omission of CONTRACTOR, its subcontractors, its agents, employees and assigns and their failure to comply with such safety rules and regulations.

8. Certificate of Insurance

- 8.1. Proof that such insurance coverage exists shall be furnished to the CITY by means of a **Certificate of Insurance** form before any part of the services(s) specified by this AGREEMENT are commenced. The said Certificate shall name the CITY as an additional insured and shall be primary and not contributing with any other insurance available to CITY. CONTRACTOR shall be liable for its subcontractors' insurance coverage of the types and in the amount stated above, and shall furnish the CITY with copies of such subcontractors' Certificates of Insurance.
- 8.2. CONTRACTOR further agrees with respect to the required insurance, the CITY shall:
 - a. Be provided with a waiver of subrogation, and

- b. Be provided with thirty (30) day advance notice, in writing, of cancellation or material change to liability policies.
- 8.3. Each certificate shall bear endorsement or statements in the “Remarks Section” stating the following:
- a. **“The City of Shreveport is an additional primary insured. The insurance company waives any subrogation claims against the City of Shreveport”**
 - b. **“This policy of workers’ compensation protects all members of the insured organization, including and employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees”**
- 8.4. Clearly Indicate Certificate Holder as:

<p>City of Shreveport 505 Travis Street, Suite 620 Shreveport, LA 71101</p>

FACT SHEET

TITLE

DATE

ORIGINATING
DEPARTMENT

A RESOLUTION AUTHORIZING
THE EXECUTION OF A
COOPERATIVE ENDEAVOR
AGREEMENT WITH RHO OMEGA
AND FRIENDS, INC, AND TO
OTHERWISE PROVIDE WITH
RESPECT THERETO.

June 7, 2022

SPAR

PURPOSE

To authorize the execution of a Cooperative Endeavor Agreement with Rho Omega and Friends, INC relative to the City's co-sponsorship and participation in the Annual Let the Good Times Roll Festival.

BACKGROUND INFORMATION

Rho Omega and Friends, INC present the Let The Good Times Roll Festival every year on Juneteenth weekend celebrating the culture, music, art, fashion, and unity of the African American community in our area. Bringing you a weekend full of Local, Regional, and National music artist entertaining more than 25,000 patrons every year. This weekend highlights the growth of the community and provides funding for the youth mentoring program Omega Lamplighters. It is one of, if not, the largest Juneteenth festival in the country. They are celebrating the 35th anniversary of the festival this year. This event draws visitors from all over the region and has a substantial economic impact on our community.

FINANCES - \$16,500

TIMETABLE

Introduction: June 14, 2022

Final Passage: June 28, 2022

SPECIAL PROCEDURAL REQUIREMENTS:

None

DISCUSSION

None

ALTERNATIVE

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 RHO OMEGA AND FRIENDS, INC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Rho Omega and Friends, INC, a duly organized non-profit organization together with the City of Shreveport will host the 35th Annual Let the Good Times Roll Festival in Shreveport; and

WHEREAS, the event is an opportunity for citizens of the City of Shreveport to enjoy quality of life events and programs that celebrate the historic Juneteenth weekend; and

WHEREAS, the event celebrates the culture, music, art, fashion, and unity of the African American community in our region; and

WHEREAS, persons residing in and around Shreveport are the primary beneficiaries of the efforts made by Rho Omega and Friends, INC during their Let the Good Times Roll Festival; and

WHEREAS, the efforts of Rho Omega 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 annual Let the Good Times Roll Festival.

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 Rho Omega and Friends, INC; 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 _____, 20__, 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 Rho Omega and Friends, Inc., a duly organized non-profit organization hereinafter referred to as **Contractor**, herein represented by _____, who is duly authorized to act herein and hereinafter referred to as **CONTRACTOR**.

WITNESSETH

WHEREAS, **CITY** desires to promote educational and leisure activities which serve to benefit the entire community; and

WHEREAS, **CITY** desires to participate with **CONTRACTOR** in the sponsorship of the 35th Annual Let the Good Times Roll Festival to be held June 17-19, 2022, and

WHEREAS, the Annual Let the Good Times Roll Festival will be held in Festival Plaza in downtown Shreveport; and

WHEREAS, the Let the Good Times Roll Festival will provide an opportunity for citizens and visitors of the City of Shreveport and surrounding areas to participate in activities that promote and celebrate the culture, music, art, fashion, and unity of the African American community; and

WHEREAS, the Let the Good Times Roll Festival raises fund for youth mentoring programs and for scholarships for youth; and

WHEREAS, the event is expected to attract visitors from the surrounding communities and around the Ark-La-Tex; 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 Let the Good Times Roll Festival.

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 Annual Let the Good Times Roll Festival June 17-19, 2022.
2. Provide all personnel, staff, and services, required for the production of said events.
3. Schedule all activities, programs, and services for said events.

4. Name the **CITY** as co-sponsor of the said events, including, where practical, mentioned in printed material and media releases. Provide the City the benefits commiserate with the appropriate sponsorship funding level
- B. The **CITY** agrees to:
 1. Provide sixteen thousand dollars (\$16,000.00) for the use by Rho Omega and Friends, Inc. to produce the said 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 \$300,000 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, 2023, unless sooner terminated as provided herein.

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 themselves 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 make the **CONTRACTOR** an employee of the **CITY** nor create 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**:

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

Rho Omega and Friends, Inc.

BY: _____

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	June 7, 2022	SPAR

PURPOSE

To authorize the execution of an Agreement with the Louisiana Department of the Treasury and the State of Louisiana (further referred to as the State) relative to the State providing funding to the City of Shreveport for recreational improvements.

BACKGROUND INFORMATION

Members of the City Council and the Parish Commission have worked with certain members of the State delegation to seek for funding to make Recreation Improvements in the City of Shreveport, more specifically in southeast Shreveport. In order for the City to receive this funding there must be an agreement in place between the City and the State by June 30, 2022

FINANCES

State of Louisiana Funding:	\$200,000
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TIMETABLE

Introduction:	June 14, 2022
Final Passage:	June 28, 2022

SPECIAL PROCEDURAL REQUIREMENTS:

None

DISCUSSION

None

ALTERNATIVE

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 MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the Louisiana Department of the Treasury and the State of Louisiana (“the State”) from time to time fund projects in municipalities; and

WHEREAS, the Act 119 of 2021 RS appropriated Two Hundred Thousand Dollars (\$200,000) to the City of Shreveport directly from the State General Fund; and

WHEREAS, the State requires the execution of a cooperative endeavor agreement between the City and “the State” before the project commences, and

WHEREAS, the intended use of the funds are for recreational improvements that will provide leisure activities for the students, adults, and seniors in our community which provides a benefit to the public and serve a public purpose; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor is authorized to execute an Agreement with “the State” 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

**FACT SHEET
(Shreveport City Council District B)**

TITLE	DATE	ORIGINATING DEPARTMENT
RESOLUTION STATING THE CITY OF SHREVEPORT'S APPROVAL OF STUDIO NETWORK – SHREVEPORT I, LLC PARTIAL TRANSFER OF OWNERSHIP TO 624 DOWNTOWN LOFTS, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	May 23, 2022	DEPT. OF COMMUNITY DEVELOPMENT BUREAU OF HOUSING & BUSINESS DEVELOPMENT REVIEWING AGENCY DEPT. OF COMMUNITY DEVELOPMENT BUREAU OF HOUSING & BUSINESS DEVELOPMENT

PURPOSE

To approve an application for partial transfer of ownership by as relates to Studio Network – Shreveport I. LLC Restoration Tax Abatement application approved by the Shreveport City Council.

BACKGROUND INFORMATION

The Shreveport City Council, on August 11, 2020, passed Resolution Number 89 of 2020 to approve the Studio Network – Shreveport I. LLC application 20150237 – RTA for participation in the Louisiana Restoration Tax Abatement Program. This tax abatement was subsequently approved by the State Board of Commerce and Industry.

The applicant, **Studio Network – Shreveport I, LLC**, on February 11, 2022, sold the property subject to the Restoration Tax Abatement located at 624 Texas Street to 624 Downtown Lofts, LLC (73.1658% undivided interest) for \$12,011,694.00 and to Las Palmas Group Lofts, LLC (26.8342% undivided interest) for \$3,223,242.00. **Studio Network – Shreveport I, LLC** seeks City Council approval of the sale of the property.

The Shreveport City Council approved Resolution Number 89 of 2020 based on the project total cost of \$ 11,371,694.00. Total tax abated was \$56,204.59 per year over a five-year period for a total of \$281,022.95.

TIMETABLE

The approval resolution will become effective after introduction to the City Council on June 14, 2022, and approval after public hearing on July 12, 2022, and State Department of Commerce and Industry approval thereafter.

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.

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 2022

RESOLUTION STATING THE CITY OF SHREVEPORT'S APPROVAL OF STUDIO NETWORK – SHREVEPORT I, LLC PARTIAL TRANSFER OF OWNERSHIP TO 624 DOWNTOWN LOFTS, LLC 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 a Downtown 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 partial transfer of ownership of the property located at 624 Downtown Lofts, Shreveport, Louisiana by **Studio Network – Shreveport I, LLC to 624 Downtown Lofts, LLC**.

BE IT FURTHER RESOLVED that the approval of the transfer of the property includes transfer of the tax abatement to the purchaser(s) of the property.

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 Partial Transfer of Ownership to New Company - (Const 7 21)

Project ID: 20150237-RTA

Date Received: 3/15/2022

PROJECT INFORMATION

Company: Studio Network - Shreveport I, LLC
Project Name: 600 Block of Texas Restorations
Project Location: 624 Texas Street , Shreveport, LA, 71101
Parish: Caddo
City Limits?:

REQUEST PARTIAL TRANSFER OF OWNERSHIP

New Company Name: 624 Downtown Lofts, LLC
Fiscal Year (Month/Day): 12/31
NAICS Code: 531110
Studio Network - Shreveport I, LLC retains: \$0.00" **624 Downtown Lofts, LLC is transferred:** \$0.00"

Explain the reason for change in ownership:

Property located at 624 Texas Street was sold to 624 Downtown Lofts, LLC, and Las Palmas Lofts, LLC, on February 11, 2022.

Effective Date of Change: 2/11/2022"

This instrument will be considered by the undersigned as an amendment to the contract accepting this amendment when it has been approved and executed by the State through an authorized representative of the Board of Commerce and Industry.

FEES

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

ATTACHMENTS

Document Type	Document Name	Date
Proof Louisiana Department of Revenue	Lofts @ 624 - Act of Sale (Building) RECORDED.pdf	3/15/2022
Proof Louisiana Department of Revenue	IMG_7123.PNG	3/15/2022
Proof Louisiana Secretary of State	Secofstate.pdf	3/15/2022

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
CPT	\$250.00	3/15/2022	OPVRM63V9Q	amex_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Mark	Yates	myates@centrapartners.com	624 Downtown Lofts, LLC	8310 Kelsey Pass , Missouri City, TX, 77459	(281) 744- 4684	Business Signatory
Nick	Dietzen	ndietzen@dwyercambre.com	Dwyer Cambre & Suffern	3000 West Esplanade Ave. Suite 200, Metairie, LA, 70002	(504) 838- 9090	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: Managing Partner

First Name: Mark

Last Name: Yates

Email Address: myates@centrapartners.com

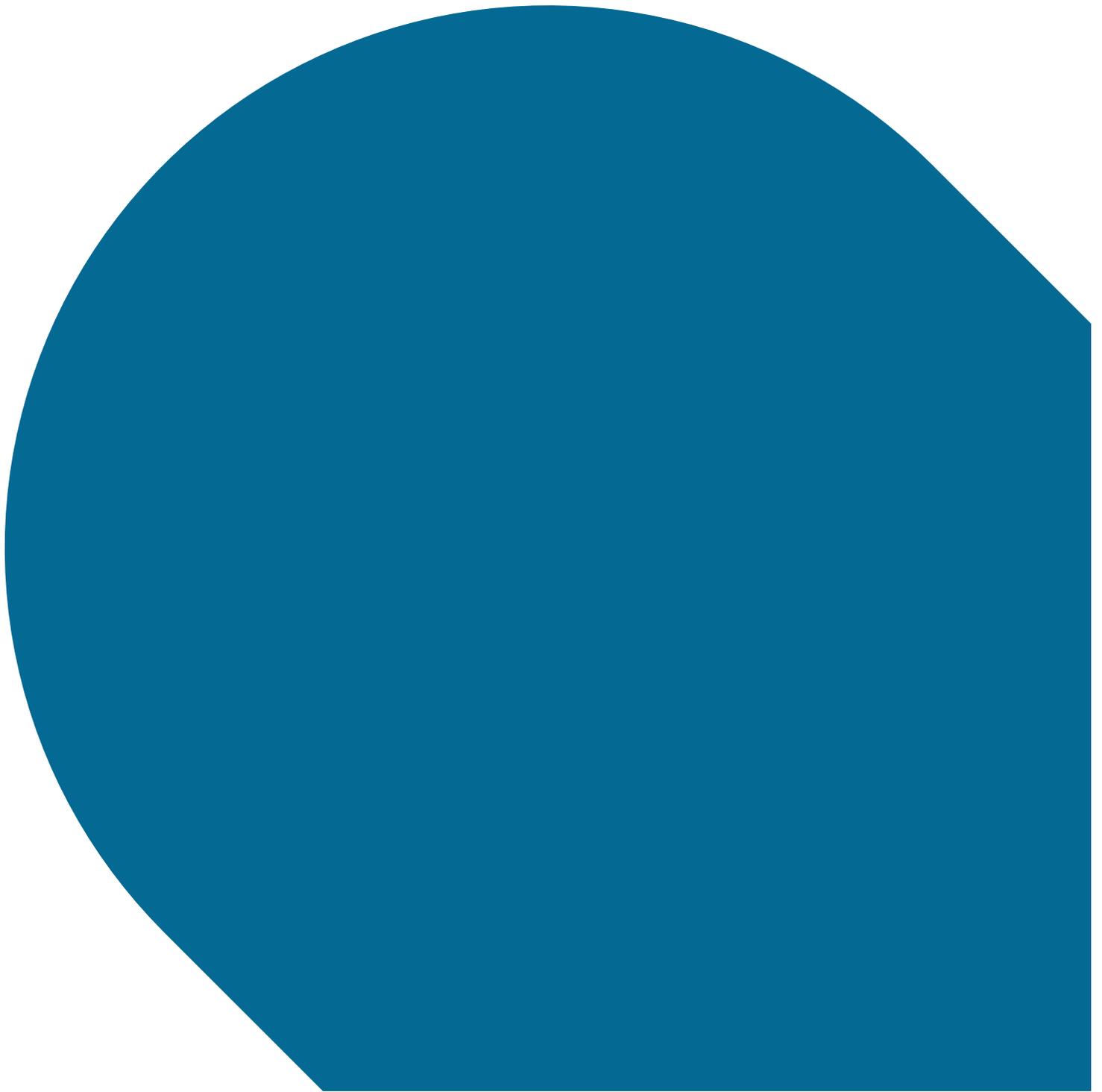
CERTIFICATION STATEMENT

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, **Mark Yates**

, approve the above information.



**FACT SHEET
(Shreveport City Council District B)**

TITLE	DATE	ORIGINATING DEPARTMENT
RESOLUTION STATING THE CITY OF SHREVEPORT'S APPROVAL OF STUDIO NETWORK – SHREVEPORT I, LLC PARTIAL TRANSFER OF OWNERSHIP TO LAS PALMAS GROUP LOFTS, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	May 23, 2022	DEPT. OF COMMUNITY DEVELOPMENT BUREAU OF HOUSING & BUSINESS DEVELOPMENT REVIEWING AGENCY DEPT. OF COMMUNITY DEVELOPMENT BUREAU OF HOUSING & BUSINESS DEVELOPMENT

PURPOSE

To approve an application for partial transfer of ownership by as relates to Studio Network – Shreveport I. LLC Restoration Tax Abatement application approved by the Shreveport City Council.

BACKGROUND INFORMATION

The Shreveport City Council, on August 11, 2020, passed Resolution Number 89 of 2020 to approve the Studio Network – Shreveport I. LLC application 20150237 – RTA for participation in the Louisiana Restoration Tax Abatement Program. This tax abatement was subsequently approved by the State Board of Commerce and Industry.

The applicant, **Studio Network – Shreveport I, LLC**, on February 11, 2022, sold the property subject to the Restoration Tax Abatement located at 624 Texas Street to 624 Downtown Lofts, LLC (73.1658% undivided interest) for \$12,011,694.00 and to Las Palmas Group Lofts, LLC (26.8342% undivided interest) for \$3,223,242.00. **Studio Network – Shreveport I, LLC** seeks City Council approval of the sale of the property.

The Shreveport City Council approved Resolution Number 89 of 2020 based on the project total cost of \$ 11,371,694.00. Total tax abated was \$56,204.59 per year over a five-year period for a total of \$281,022.95.

TIMETABLE

The approval resolution will become effective after introduction to the City Council on June 14, 2022, and approval after public hearing on July 12, 2022, and State Department of Commerce and Industry approval thereafter.

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.

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 2022

RESOLUTION STATING THE CITY OF SHREVEPORT'S APPROVAL OF STUDIO NETWORK – SHREVEPORT I, LLC PARTIAL TRANSFER OF OWNERSHIP TO LAS PALMAS GROUP LOFTS, LLC 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 a Downtown 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 partial transfer of ownership of the property located at 624 Downtown Lofts, Shreveport, Louisiana by **Studio Network – Shreveport I, LLC** to **Las Palmas Group Lofts, LLC**.

BE IT FURTHER RESOLVED that the approval of the transfer of the property includes transfer of the tax abatement to the purchaser(s) of the property.

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 Partial Transfer of Ownership to New Company - (Const 7 21)

Project ID: 20150237-RTA

Date Received: 4/5/2022

PROJECT INFORMATION

Company: Studio Network - Shreveport I, LLC
Project Name: 600 Block of Texas Restorations
Project Location: 624 Texas Street , Shreveport, LA, 71101
Parish: Caddo
City Limits?:

REQUEST PARTIAL TRANSFER OF OWNERSHIP

New Company Name: Las Palmas Group Lofts, LLC
Fiscal Year (Month/Day): 12/31
NAICS Code: 531110
Studio Network - Shreveport I, LLC retains: \$12,011,694.00" **Las Palmas Group Lofts, LLC is transferred:** \$3,223,242.00"

Explain the reason for change in ownership:

On 2/11/22 the property located at 624 Texas Street, Shreveport, LA 71101, was sold to: 624 Downtown Lofts, LLC (73.1658% undivided interest) and Las Palmas Group Lofts, LLC (26.8342% undivided interest).

Effective Date of Change: 2/11/2022"

This instrument will be considered by the undersigned as an amendment to the contract accepting this amendment when it has been approved and executed by the State through an authorized representative of the Board of Commerce and Industry.

FEES

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

ATTACHMENTS

Document Type	Document Name	Date
Proof Louisiana Department of Revenue	Lofts @ 624 - Act of Sale (Building) RECORDED.pdf	3/15/2022
Proof Louisiana Secretary of State	Secofstate.pdf	3/15/2022
Proof Louisiana Department of Revenue	Scan Mar 9, 2022 at 3.24 PM.pdf	3/15/2022

Document Type	Document Name	Date
Proof Louisiana Secretary of State	Las Palmas Secof State.pdf	4/5/2022

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
CPT	\$250.00	4/5/2022	OP3VML5T2P	amex_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Barry	Nisen	barrynisen1@gmail.com	Las Palmas Group Lofts, LLC	1520 Shoreline Drive , Santa Barbara, CA, 93109	(504) 838- 9090	Business Signatory
Nick	Dietzen	ndietzen@dwyercambre.com	Dwyer Cambre & Suffern	3000 West Esplanade Ave. Suite 200, Metairie, LA, 70002	(504) 838- 9090	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: Managing Partner

First Name: Barry

Last Name: Nisen

Email Address: barrynisen1@gmail.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, **Barry Nisen**

, **approve the above information.**

A handwritten signature in blue ink, appearing to read "Barry Nisen", is written across the line. The signature is stylized and cursive.

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<u>TITLE</u> A RESOLUTION EMPLOYING PROFESSIONALS WITH RESPECT TO THE ISSUANCE BY THE CITY OF SHREVEPORT, STATE OF LOUISIANA OF NOT EXCEEDING SIXTY-TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$62,500,000) OF GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, ON A TAXABLE OR TAX-EXEMPT BASIS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.	<u>DATE</u> June 8, 2022	<u>ORIGINATING DEPARTMENT</u> City Attorney's Office <u>COUNCIL DISTRICT</u> City-wide <u>SPONSOR</u>
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PURPOSE

To approve the fees of professionals in conjunction with the issuance of NTE \$62,500,000 General Obligation Refunding Bonds, in one or more series (the "**Bonds**"), for the purposes of (i) refunding and/or defeasing of all or certain maturities of the Issuer's \$93,500,000 General Obligation Bonds, Series 2014 (the "**Refunded Bonds**"), and (ii) paying the costs of issuance of the Bonds (collectively, the "**Refunding**").

BACKGROUND INFORMATION

This Resolution would approve the employment of the professionals engaged by the City in connection with the issuance of the Bonds.

TIMETABLE

Introduction: June 14, 2022
Final Passage: June 28, 2022

ATTACHMENTS

N/A

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

N/A

SOURCE OF FUNDS

N/A

ALTERNATIVES

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

RECOMMENDATION

The City Attorney's Office recommends adoption of the Resolution.

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

RESOLUTION NO. ___ OF 2022

A RESOLUTION EMPLOYING PROFESSIONALS WITH RESPECT TO THE ISSUANCE BY THE CITY OF SHREVEPORT, STATE OF LOUISIANA OF NOT EXCEEDING SIXTY-TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$62,500,000) OF GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, ON A TAXABLE OR TAX-EXEMPT BASIS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

BY: COUNCILMEMBER _____.

WHEREAS, this City Council, acting as the governing authority (the "**Governing Authority**") of the City of Shreveport, State of Louisiana (the "**City**" or "**Issuer**") is considering the issuance by the City of not exceeding Sixty-Two Million Five Hundred Thousand Dollars (\$62,500,000) of its Taxable and/or Tax-Exempt General Obligation Bonds, in one or more series (the "**Bonds**"), to be issued under and pursuant to the provisions of Chapters 14 and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the "**Refunding Act**") and other constitutional and statutory authority;

WHEREAS, the Bonds shall be issued for the purposes of: (i) refunding and/or defeasing of all or certain maturities of the Issuer's \$93,500,000 General Obligation Bonds, Series 2014 (the "**Refunded Bonds**"), and (ii) paying the costs of issuance of the Bonds (collectively, the "**Refunding**");

WHEREAS, the Bonds shall bear interest at a rate or rates not exceeding five per centum (5.00%) per annum and maturing no later than September 1, 2034; and

WHEREAS, this Governing Authority desires to hire professionals in connection with the issuance of the Bonds.

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

Employment of Bond Counsel. This Governing Authority ratifies and confirms the prior employment of bond counsel in connection with the issuance of the Bonds, and accordingly Washington & Wells, LLC, Shreveport, Louisiana ("**Bond Counsel**") and Boles Shafto, LLC, Monroe, Louisiana ("**Co-Bond Counsel**") are together hereby employed as bond counsel to the Issuer to do and perform comprehensive legal and co-ordinate professional work of a traditional legal nature with respect to the issuance and sale of the Bonds.

Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceeding's incidental to the authorization, issuance, sale and delivery of the Bonds and the election associated therewith and shall advise this Governing Authority as to the issuance and sale thereof and shall furnish their opinion covering the legality of the issuance thereof. The legal fees of Bond Counsel in connection with the issuance of the Bonds shall not exceed the amount provided by the Attorney General's Guidelines for Fees and Services of Bond Attorneys for comprehensive legal and coordinate professional work in the issuance of general obligation bonds, said fees to be payable solely out of funds derived from the sale of the Bonds and the election associated therewith.

Counsel to the City. Ronald Lattier, City Attorney for the City shall serve as counsel to the City in connection and delivery of the Bonds.

Employment of Municipal Advisor. This Governing Authority finds and determines that a real necessity exists for the employment of a municipal advisor, and accordingly, Government Consultants, Inc., Baton Rouge, Louisiana, is hereby appointed and employed as municipal advisor (the "**Municipal Advisor**") to the Issuer in connection with the issuance of the Bonds, any compensation to be subsequently approved by this Governing Authority. The fee to be paid to the Municipal Advisor for services in conjunction with the issuance of the Bonds, together with reimbursement of out-of-pocket expenses incurred and advanced are contingent upon the issuance of the Bonds.

Employment of Investment Bankers/Underwriters/Placement Agents. This Governing Authority finds and determines that a real necessity exists for the employment of

investment bankers/underwriters/placement agents in connection with the sale of the Bonds with any compensation to be subsequently approved by this Governing Authority and to be paid from the proceeds of such Bonds and contingent upon the issuance of such Bonds. Accordingly, Crews & Associates, Inc., Little Rock, Arkansas, is appointed as the placement agent (the "**Placement Agent**") in connection with the sale of the Bonds.

Employment of Paying Agent /Trustee. This Governing Authority finds and determines that a real necessity exists for a paying agent/trustee with respect to the Bonds and accordingly, Regions Bank, Baton Rouge, Louisiana ("**Regions**"), is hereby appointed and employed to act as paying agent/trustee, in paying to the registered owners of the Bonds the principal, premium, if any, and interest on the Bonds and to act as registrar of the Bonds on the bond register, as well as holding any of the bond proceeds in trust as may be required by the bond documents, all in accordance with the terms of the Bonds. The fee to be paid to Regions for such services shall be submitted to and approved by the Governing Authority.

Employment of Other Professionals. Should it be necessary to engage other professionals, the Authorized Officers (as defined below) shall be entitled to engage such professionals provided that any contracts employing such professionals shall be promptly submitted to this Governing Authority for formal approval thereof.

Authorization of Officers. This Governing Authority hereby authorizes and directs its Mayor, Chief Administrative Officer, Director of Finance, Chairman, Vice-Chairman, Clerk and such other officials of the City individually and/or collectively (the "**Authorized Officers**") to do any and all things necessary and incidental to carry out the provisions of this resolution.

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

Bond Placement Agreement. If deemed necessary upon advice of Bond Counsel, the Mayor, or any other Authorized Officer is hereby authorized and directed to enter into, execute

and deliver a Bond Placement Agreement, or such other equivalent document as may be necessary to contract the sale of the Bonds to the purchaser thereof (the "**Bond Placement Agreement**"), with the Placement Agent or purchaser of the Bonds in such form as the Authorized Officer deems appropriate upon advice of Bond Counsel.

Repealer. All resolutions 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.	6/2/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

To move funds from the Streets Special Revenue Fund to Capital Projects to establish a project entitled 1700 – 1800 San Jacinto Avenue Improvements. This is a companion ordinance to Capital Projects.

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

TIMETABLE

Introduction: **June 14, 2022**

Final
Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$146,700

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Section 2 (Appropriations):

Decrease Operating Reserves by \$146,700

Increase Transfer to Capital Projects by \$146,700

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.	6/2/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

To receive funds from the Streets Special Revenue Fund to establish a project entitled 1700 – 1800 San Jacinto Avenue Improvements. This is a companion ordinance to SSRF.

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

TIMETABLE

Introduction: **June 14, 2022**

Final
Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$146,700

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

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

BY: Councilman Jerry Bowman, Jr.

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 152 of 2021, the 2022 budget for the Capital Projects Fund, is hereby amended as follows:

In Program C – Streets Improvements:

Establish project entitled **1700 – 1800 San Jacinto Avenue Improvement (C22008)** at \$146,700. Funding source \$146,700 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 GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	6/3/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Nickelson

PURPOSE

To provide funding for the Caddo Parish Public Defender's Office to protect the rights of indigent clients.

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

TIMETABLE

Introduction: **June 14, 2022**

Final
Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$85,000

SOURCE OF FUNDS

| General Government 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 John Nickelson

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

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

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

In Section 2 (Appropriations):

General Government

Decrease Operating Reserves by \$85,000

Increase Other Charges by \$85,000

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

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	6/14/2022	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 Regional Airport:

I. Provide additional funding for a project entitled **SHV JETBRIDGE PROGRAM (H16002)**. This project was established by Ordinance No. 78 of 2016. This ordinance appropriates the remaining funds in the 2015A Revenue Bonds Construction Fund increasing the appropriation by an additional \$144,601 which will cover the remaining installation and removal/disposal of three (3) jetbridges. The total project amount is \$2,424,601. This project was funded \$1,280,000 from Airport funds and \$1,144,601 from 2015A Revenue Bond Proceeds

II. The Federal Aviation Administration has directed that funding for the project entitled **SHV PAVEMENT MANAGEMENT PROGRAM (H22004)** established by Ordinance 14 of 2022 be transferred to the project entitled **AIRFIELD LIGHTING PROJECT PHASE III (H20004)** established by Ordinance 140 of 2019. This amendment will appropriate an additional \$275,000 to the **AIRFIELD LIGHTING PROJECT PHASE III (H20004)**. The total project amount is \$2,500,000. The **PAVEMENT MANAGEMENT PROGRAM (H22004)** will be closed in 2022. The Federal Aviation Administration is providing 90% and the Louisiana Department of Transportation is providing 10% of the funding for this project

TIMETABLE

Introduction: **June 14, 2022**

Final Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

SOURCE OF FUNDS

SHV Jetbridge Program (H16002) \$2,424,601.00

Airfield Lighting Project Phase III (H20004)
\$2,500,000.00

FEDERAL AVIATION ADMINISTRATION,
LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT
AND 2015A REVENUE BOND PROCEEDS

CONCLUSION

The Shreveport Airport Authority recommends approval of this ordinance.

FACT SHEET PREPARED BY: Nelda Garza, Confidential Secretary

ORDINANCE NO. _____ OF 2022

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

BY: COUNCILMEMBER

WHEREAS, the City Council finds it necessary to amend the 2022 Airport Capital Improvement Projects Fund budget to shift project funding and for other purposes.

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

In Program H (Airports Projects):

Increase the appropriation for **SHV Jetbridge Program (H160021) 2015A Revenue Bond** by \$144,601.00.

Decrease the appropriation for **Pavement Management Program (H22004) FAA and LADOTD Grants** by \$275,000.00

Increase the appropriation for **SHV Airfield Lighting Project Phase III (H20004) FAA and LADOTD Grants** by \$275,000.00

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

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	06/07/2022	COMMUNITY DEVELOPMENT/ADMINISTRATION SPONSOR OR COUNCIL MEMBER

PURPOSE

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

All

This ordinance will increase Transfer to Community Development Special Revenue Fund by \$416,400. These funds are a reappropriation from, 2021, that were not expended. The funds will be utilized to meet the prior year's obligations for the Mayor's Emergency Disaster Relief Program and other special programs devoted to enhancing the quality of life for the City of Shreveport's citizens.

TIMETABLE

Introduction: June 14, 2022
 Final Passage: June 28, 2022

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

\$416,400

SOURCE OF FUNDS

General Fund

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 2022	\$416,400.00
Grand Total	\$416,400.00

In Section 2. (Appropriations):

<u>Fiscal Year 2022 Funds:</u>	
General Fund CY 2022	
Community Development Admin	\$ 286,000.00
General Fund CY 2022	
Housing & Bus Development Admin	\$130,400.00
Grand Total	\$416,400.00

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> 6/6/2022	<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 \$416,400. These funds are a reappropriation from, 2021, that were not expended. The funds will be utilized to meet the prior year obligations for the Mayor’s Emergency Disaster Relief Program and other special programs devoted to enhancing the quality of life for the City of Shreveport’s citizens.

<u>TIMETABLE</u> Introduction: June 14, 2022 Final Passage: June 28, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCES</u> \$416,400	<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: Alexis James, 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 \$416,400

Increase Transfer to Community Development Special Funds by \$416,400

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> 6/01/2022	<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

The City of Shreveport is preparing for our future by investing in our youth. The Future Leaders of Shreveport Summer Internship Program is designed to provide students with meaningful work experiences and impart invaluable skills, and ultimately expose them to a plethora of career paths within the City. This is an 8-week program where students are required to work 30 hours a week. High school interns will earn \$10 per hour and college interns will \$12 per hour. The reallocation of these funds will allow the City Attorney’s Office to compensate the interns who will be working in its office.

<u>TIMETABLE</u> Introduction: June 14, 2022 Final Passage: June 28, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCES</u> \$9,000	<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:

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 \$9,000

Increase Personal Services City Attorney's Office by \$9,000

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**

TITLE

**AN ORDINANCE AMENDING THE 2022 June 8, 2022
GENERAL FUND BUDGET AND TO
OTHERWISE PROVIDE WITH
RESPECT THERETO.**

ORIGINATING DEPARTMENT

SPAR

COUNCIL DISTRICT

All

SPONSOR

PURPOSE

To amend the 2022 General Fund Budget

BACKGROUND INFORMATION

This ordinance will allocate funds from the General Fund Budget to purchase .21 acres of land at the Fairgrounds

TIMETABLE

Introduction: June 14, 2022
Final Passage: June 28, 2022

ATTACHMENT(S)

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

\$49,000

SOURCE OF FUNDS

General Fund Operating Reserves

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: Kasey Brown, Interim CFO

ORDINANCE NO. 88 OF 2022

AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

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 General Fund Budget.

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 General Fund Budget, is hereby amended as follows:

In Section 2. (Appropriations):

General Government

Decrease the operating reserves by \$49,000

SPAR

Increase Improvement and Equipment by \$49,000

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 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

TITLE

DATE

June 8, 2022

ORIGINATING DEPARTMENT

City Attorney's Office

COUNCIL DISTRICT

City-wide

SPONSOR

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM OF, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF TO THE PROJECT (AS DEFINED HEREIN); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

PURPOSE

To provide for the issuance of General Obligation Bonds, in one or more series (the "**Bonds**"), for the purposes of (i) constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, and (ii) paying the costs of issuance of the Bonds (collectively, the "**Project**").

BACKGROUND INFORMATION

The City held a special election on December 11, 2021 (the "**Election**") which was approved by the voters and authorized the issuance of the Bonds.

TIMETABLE

Introduction: June 14, 2022
 Final Passage: June 28, 2022

ATTACHMENTS

n/a

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES

N/A

SOURCE OF FUNDS

The Bonds will be secured by and payable solely from unlimited ad valorem taxes on all of the taxable property within the boundaries of the City (the "**Tax**") pursuant to the Election and the approval by the voters.

ALTERNATIVES

(1) Adopt the Ordinance as submitted; (2) Amend the Ordinance, then adopt; or (3) Reject the Ordinance.

RECOMMENDATION

The City Attorney's Office recommends adoption of the resolution.

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

ORDINANCE NO. ___ OF 2022

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM OF, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF TO THE PROJECT (AS DEFINED HEREIN); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

BY:

WHEREAS, the City of Shreveport, State of Louisiana (the "**City**" or "**Issuer**") pursuant to Article VI, Section 33 of the Louisiana Constitution of 1974 (the "**Constitution**"), Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 39:551 and 39:561, et seq) (collectively, the "**Act**"), and other constitutional and statutory authority, and in compliance with a special election held by the Issuer on December 11, 2021 (the "**Election**"), is authorized to issue bonds payable from unlimited ad valorem taxes on all of the taxable property within the boundaries of the City (the "**Tax**");

WHEREAS, in accordance with the Act and the Election, this City Council, acting as the governing authority (the "**Governing Authority**") of the Issuer, intends to proceed with General Obligation Bonds, in one or more series (the "**Bonds**") for the purposes of: (i) constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, and (ii) paying the costs of issuance of the Bonds, including the premium for bond insurance (collectively, the "**Project**"); and

WHEREAS, in accordance with Article VI, Section 33(B) of the Constitution, the Bonds are general obligations of the Issuer, the full faith and credit of the Issuer has been pledged for their payment, and the governing authority of the Issuer is bound under the terms and provisions of the Constitution and laws of the State of Louisiana (the "**State**") to impose and collect

annually, in excess of all other taxes, the Tax on all property subject to taxation by the Issuer sufficient in amount to pay the interest and the principal falling due each year, or such amount as may be required; and

WHEREAS, the Act provides that bonds may be issued pursuant to a resolution or ordinance adopted by a governing body consistent with the parameters set forth in the Election proposition, and which resolution or ordinance shall fix all details of the bonds, including their form, terms, repayment schedule, and redemption features, to be secured solely from the Tax, and further provides that bonds may be sold at either public or negotiated sale for such price as may be determined by the governing body;

WHEREAS, the Louisiana State Bond Commission ("**State Bond Commission**") previously approved the issuance of the Bonds pursuant to the Election at its August 19, 2021 meeting; and

WHEREAS, pursuant to the Act, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this Bond Ordinance in order to provide for the issuance of the Bonds, for the purposes of the Project, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, if any, of the Bonds; and

WHEREAS, the Issuer desires to sell the Bonds to the purchaser thereof and to fix the details of the Bonds and the terms of the sale of the Bonds, and to approve a form of bond purchase agreement relating to the sale of the Bonds.

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

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. As used herein, the terms used herein shall have the meanings ascribed to such terms as set forth in **Exhibit "A"** attached hereto, unless the context otherwise requires.

SECTION 1.2. Interpretation. In this Bond Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds.

- (a) This Bond Ordinance creates a series of Bonds of the Issuer to be designated "General Obligation Bonds, Series 2022, of the City of Shreveport, State of Louisiana," and provides for the full and final payment of the principal or redemption price of and interest on all of the Bonds; and
- (b) The Bonds shall be in an aggregate principal amount at rate or rates of interest and mature as provided under Section 2.2 below.

SECTION 2.2. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in Authorized Denominations within a single maturity and shall be numbered R-1 or TR-1 (for Term Bonds) upwards. The Bonds shall be

dated the date of delivery thereof, shall bear interest from the date thereof on the basis of a 360 day year (30/360) basis or the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on March 1, 2023, and semiannually thereafter on March 1 and September 1 of each year, at the following rates of interest per annum and shall become due and payable and mature March 1 of each year as follows:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u> \$	<u>Interest</u> <u>Rate</u> %
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SECTION 2.3. Purpose of the Bonds. The Bonds are being issued by the Issuer for the purpose of the Project as described in the preambles hereto.

SECTION 2.4. Form of Bonds. The Bonds shall be in substantially the form set forth in **Exhibit "B"** hereto, with such necessary or appropriate variations, omissions, and insertions as are required or permitted by the Act and this Bond Ordinance, as deemed necessary by the Executive Officers of the Issuer upon advice of the Municipal Advisor and Bond Counsel.

SECTION 2.5. Security for Bonds. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer shall be pledged for their payment. By this Bond Ordinance, this Governing Authority hereby obligates itself and shall be bound under the terms and provisions of the Act and the Election authorizing the Bonds to impose and collect annually, in excess of all other taxes, a tax on all property subject to taxation by the Issuer sufficient in amount to pay the interest and the principal falling due each year, or such amount as may be required, for any sinking fund necessary to retire the Bonds at maturity. The tax shall be levied and collected by the same officers, at the same time, and in the same manner as the general taxes of the Issuer.

As provided by the Act, should the Issuer neglect or fail for any reason to impose or collect sufficient taxes for the payment of the principal or interest of the Bonds, any person in interest may enforce imposition and collection thereof in any court having jurisdiction of the

subject matter, and any suit, action or proceeding brought by such person in interest shall be a preferred cause, and shall be heard and disposed of without delay.

SECTION 2.6. Payment of Principal and Interest. The principal, premium, if any, and interest of the Bonds are payable by check of the Paying Agent mailed from or delivered at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the City maintained by the Paying Agent for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the City shall default in the payment of the interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The Person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

SECTION 2.7. Bond Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Ordinance.

ARTICLE III
SALE OF BONDS

SECTION 3.1. Sale of Bonds. Pursuant to the Act and La. R.S. 39:1426(B), the City has determined to sell the Bonds at a private sale without the necessity of publishing any notice of sale. The sale of the Bonds to the Underwriters at a price of not less than 98% of par, plus accrued interest is hereby confirmed. The terms and conditions of said sale, within the parameters set forth in Article II above, are hereby approved and the Mayor is authorized, empowered and directed to enter into the Bond Purchase Agreement in substantially the form attached hereto as Exhibit "C", with such necessary changes as may be approved by the Mayor upon the advice of the City Attorney and Bond Counsel, and to approve the final schedule of the Bonds, the purchase price, maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein. The Bonds shall be delivered to or upon the direction of the Underwriters or its agents or assigns, upon receipt by the Issuer of the agreed purchase price.

SECTION 3.2. Official Statement. The Issuer hereby ratifies, confirms and approves the form and content of the Preliminary Official Statement pertaining to the Bonds submitted to this Governing Authority and the distribution thereof by the Underwriters. The Governing Authority further authorizes and directs the Executive Officers or any one of them to execute and deliver a Final Official Statement to the Underwriters for use in connection with the sale of the Bonds.

ARTICLE IV
GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 4.1. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Mayor, countersigned by the Chief Financial Officer of the Issuer and attested by the Clerk of Council of the Issuer. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer

before the Bonds so signed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 4.2. Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to wit:

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

SECTION 4.3. Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in **Exhibit "B"** hereto shall have been manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under this Bond Ordinance.

SECTION 4.4. Book-Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("**DTC**"), as registered owner of the Bonds, and held in the custody of DTC. The Executive Officers or any one of them is authorized to execute and deliver a Letter of Representation to DTC on behalf of the City with respect to the issuance of the Bonds in "book-entry only" format. The Executive Officers or any one of them are hereby directed to execute said Letter of Representation. The

terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Ordinance and said Letter of Representation. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. The beneficial owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Bonds, the beneficial owner may be charged a sum sufficient to cover such beneficial owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the beneficial owner under the following circumstances:

- (a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law.
- (b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the Beneficial Owners.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the Issuer or the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Ordinance of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 4.5. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Ordinance to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds. Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at the principal corporate trust office of the Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Owner making the exchange shall be entitled to receive. All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and

with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Bond Ordinance as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the City and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the Person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the Record Date next preceding an Interest Payment Date or any date of selection of Bonds to be redeemed, and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

SECTION 4.6. Lost, Destroyed or Improperly Cancelled Bonds. Lost, destroyed or improperly cancelled Bonds may be replaced in the manner set forth in Part XI, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:971 *et seq.*). In case any such lost, destroyed or improperly cancelled Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any replacement Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that

may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this section in lieu of any lost, destroyed or improperly cancelled bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the lost, destroyed or improperly cancelled bond shall be at any time enforceable by anyone. The obligation of the Issuer on any replacement bonds shall be identical as its obligation upon the original bonds, and the rights of the holder shall be the same as those conferred by the original bonds.

SECTION 4.7. Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the Issuer, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Director of Finance of the Issuer an appropriate certificate of cancellation.

ARTICLE V

CREATION OF FUNDS /APPLICATION OF BOND PROCEEDS

SECTION 5.1. Funds and Accounts. (a) In order that the principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the following special trust funds are hereby established, to be maintained and held by the Issuer's Fiscal Agent Bank, or the Paying Agent in accordance with the Paying Agent Agreement, at the option of the Governing Authority of the Issuer, for and on behalf of the holders of the Bonds:

- (i) The Series 2022 Bond Proceeds Fund (the "**Proceeds Fund**") to be held by the Paying Agent and within the Proceeds Fund, the Series 2022 Costs of Issuance Account (the "**Cost of Issuance Account**") therein;
- (ii) The Series 2022 Project Fund (the "**Project Fund**") to be held by the Paying Agent;
- (iii) The Series 2022 Debt Service Fund (the "**Debt Service Fund**") to be established

and maintained with the Paying Agent; and

- (iv) The Series 2022 General Obligation Bond Revenue Account (the "**Revenue Account**") to be established and maintained in a separate and special bank account with Fiscal Agent Bank.

Additional accounts may be created pursuant to the Paying Agent Agreement if deemed necessary by Bond Counsel and the Municipal Advisor.

SECTION 5.2. Flow of Funds. To provide for the orderly collection and disbursement of Bond Proceeds and in order that the principal of, premium, if any, and interest on the Bonds will be hereafter paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer further covenants as follows:

- (a) **Proceeds Fund.** Funds in the Proceeds Fund and related accounts shall be held in the custody of the Paying Agent separate and apart from other funds of the Issuer and the Paying Agent. The Paying Agent shall transfer from the Proceeds Fund (i) to the Costs of Issuance Account an amount sufficient to pay Costs of Issuance with respect to the Bonds; and (ii) the balance to the Project Fund, each as designated in the Closing Memorandum. Any funds remaining in the Costs of Issuance Account after one hundred eighty (180) days shall be transferred to the Project Fund, and the Proceeds Fund shall be closed.
- (b) **Project Fund.** Moneys in the Project Fund shall be disbursed for the payment of all costs incurred in connection with the Project pursuant to requisitions in substantially the form of **Exhibit "D"** hereto each which shall be executed by an Executive Officer of the Issuer. When all funds have been expended certifying that all costs of the have been paid or stating the amounts held by the Issuer to be reserved for payment of any unpaid costs are more than sufficient, the Paying Agent shall transfer the balance in the Project Fund to the Debt Service Fund and such funds shall be applied to redeem the Bonds in accordance with the

provisions of Section 3(b) hereof.

- (c) **The Debt Service Fund.** For the payment of the principal of and the interest on the Bonds, the Issuer will maintain the Debt Service Fund, into which the Issuer will deposit the proceeds of the special tax levied for the payment of its general obligation bonds, and no other moneys whatsoever (other than investment earnings thereon). The depository for the Debt Service Fund shall transfer from the Debt Service Fund to the Paying Agent at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest of the Bonds falling due on such date.

All Moneys deposited with the regularly designated Fiscal Agent Bank or banks of the Issuer or the Paying Agent under the terms of this Bond Ordinance shall constitute sacred funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Debt Service Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State, in which event all income derived from such investments shall be added only to the Debt Service Fund.

SECTION 5.3. Deposit of Bond Proceeds and Other Funds. The net Bond Proceeds, shall be applied by the Paying Agent, as specifically set forth in the Closing Memorandum.

The Paying Agent shall deliver funds in the Costs of Issuance Account pursuant to instructions set forth in the Closing Memorandum upon receipt of invoices from the receipts of such amounts.

SECTION 5.4. Investment of Funds. All or any part of the moneys in any of the aforesaid funds and accounts shall, at the written request of the Issuer, be invested in Permitted Investments. Such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which said respective funds are maintained.

Investments on deposit in all funds and accounts shall be valued at market value at least monthly. No forward delivery agreements, hedge, purchase and resale agreements or par-put agreements may be used with respect to the investment of any fund or account with respect to the trust estate pledged to the Bonds without the prior written request.

All investments and earning thereon shall at all times be subject to the terms, provisions and agreements set forth in the Tax Certificate.

SECTION 5.5. Funds to Constitute Trust Funds. The Revenue Fund and the Debt Service Fund provided for in Section 4.2 hereof shall all be and constitute trust funds for the purposes provided in this Bond Ordinance, and the Owners of the Bonds issued pursuant to this Bond Ordinance, and the Owners of the Bonds issued pursuant to this Bond Ordinance are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such funds shall at all times be secured to the full extent thereof by the bank trust company holding such funds in the manner required by the laws of the State.

ARTICLE VI

REDEMPTION OF BONDS

SECTION 6.1. Optional Redemption. The Bonds maturing on and after March 1, 20__ shall be subject to redemption at the option of the Issuer, in whole at any time, and in part from time to time, on and after March 1, 20__, and if less than a full maturity then by lot within such maturity, at a price equal to the principal amount thereof, plus accrued interest to the redemption date.

SECTION 6.2. Mandatory Sinking Fund Redemption. The Bonds maturing March 1, 20__ shall be subject to mandatory redemption prior to maturity in the following principal amounts on the following dates by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date (<u>March 1</u>)	Principal <u>Amount</u>
	\$
*	

*Final Maturity

SECTION 6.3. Notice of Redemption.

- (a) In the event any of the Bonds are called for optional redemption, the Paying Agent shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. CUSIP number identification shall accompany all redemption notices. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to each Owner of the Bonds to be redeemed at its address shown on the Bond Register kept by the Paying Agent; provided, however, that failure to give such notice to any Bondholder or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other Bonds.

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

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

SECTION 6.4. Partial Redemption. In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

ARTICLE VII

ISSUER COVENANTS

SECTION 7.1. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or redemption price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 7.02 (Reserve)

SECTION 7.03. Tax Covenants.

- (a) To the extent permitted by the laws of the State, the Issuer will comply with the

requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of the proceeds of the Bonds or the facilities financed with the Refunded Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

- (b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

SECTION 7.4. Bonds are not "Bank-Qualified". The Bonds **are not** designated as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 7.5. Issuer to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the Issuer's revenues from whatever source. The Issuer will establish and maintain adequate financial records as required by the laws of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principles and will

make such records and reports available to the Owners or their authorized representatives upon request.

The Issuer will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended. Upon completion, the Issuer shall file a copy of such audited financial statements with any Owner requesting same and to the provider(s) of any Credit Enhancement.

SECTION 7.6. Notification of Deficiencies. As required by La. R.S. 39:1410.62 the Issuer will notify the Louisiana State Bond Commission, in writing, whenever: (i) transfers to any fund required to be established by this Bond Ordinance or any ordinance or resolution authorizing the issuance of other indebtedness of the Debt Service Fund have not been made timely, or (ii) principal, interest, premiums, or other payments due on the Bonds or any other outstanding indebtedness of the Issuer have not been made timely.

ARTICLE VIII

SUPPLEMENTAL BOND ORDINANCES

SECTION 8.1. Supplemental Ordinances Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent and the provider(s) of any Credit Enhancement, of a certified copy thereof, but without any consent of Owners shall be fully effective in accordance with its terms:

- (a) to add to the covenants and agreements of the Issuer in this Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;
- (b) to add to the limitations and restrictions in this Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or

inconsistent with this Bond Ordinance as theretofore in effect;

- (c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Bond Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in this Bond Ordinance;
- (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of this Bond Ordinance; or
- (e) to insert such provisions clarifying matters or questions arising under this Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect.

SECTION 8.2. Supplemental Ordinances Effective With Consent of Owners. Except as provided in Section 8.1, any modification or amendment of this Bond Ordinance or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental ordinance, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent or the Escrow Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of this Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

ARTICLE IX
REMEDIES ON DEFAULT

SECTION 9.01. Events of Default. If one or more of the following events (in this Bond Ordinance called "**Events of Default**") shall happen, that is to say, (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or (c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Ordinance, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of forty five (45) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond Obligation; or (d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

ARTICLE X
CONCERNING FIDUCIARIES

SECTION 10.1. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of Regions Bank, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by this Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 10.2. Successor Paying Agent. Any successor Paying Agent shall be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority.

ARTICLE XI
CONTINUING DISCLOSURE UNDERTAKING

SECTION 11.1. Continuing Disclosure. The Clerk of the Council is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth as an appendix to the official statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

ARTICLE XII
MISCELLANEOUS

SECTION 12.1. Defeasance.

- (a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and redemption premium, if any, to become due thereon, at the times and in the manner stipulated therein and in this Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Bondholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer any moneys, securities and funds held by it pursuant to this Bond Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

- (b) Bonds or interest installments for the payment or redemption of which sufficient defeasance obligations shall have been set aside and held in trust by the Paying Agent or an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof

shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section.

Any Bond prior to maturity shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the Paying Agent an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal, premium, if any, or interest) in an amount sufficient to pay when due the principal thereof, together with all accrued interest and (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal and all accrued interest shall have been verified by an independent certified public accountant.

Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds as they respectively mature.

To accomplish defeasance the Issuer shall cause to be delivered (i) a report of an Accountant verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date ("**Verification**"), (ii) an Escrow Deposit Agreement, and (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under this Bond Ordinance; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed to the Issuer. Bonds shall be deemed "Outstanding" under this Bond Ordinance unless and until they are in fact paid and retired or the above criteria are met.

SECTION 12.2. Evidence of Signatures of Owners and Ownership of Bonds.

- (a) Any request, consent, revocation of consent or other instrument which this Bond Ordinance may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys in fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of this Bond Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable;
- (b) the fact and date of the execution by any Owner or his attorney in fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;
- (c) the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent; and
- (d) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Paying Agent in accordance therewith.

SECTION 12.3. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such

date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 12.4. Parties Interested Herein. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent, the Escrow Agent and the Owners of the Bonds any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Escrow Agent and the Owners of the Bonds.

SECTION 12.5. No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against any member of this Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 12.6. Successors and Assigns. Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Issuer shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

SECTION 12.7. Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the Owner or Owners of the Refunded Bonds.

SECTION 12.8. Severability. In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision

enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Ordinance and to the Bonds.

SECTION 12.9. Publication of Bond Ordinance; Preemption. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty (30) days after the date of publication, any person in interest may contest the legality of this Bond Ordinance, any provision of the Bonds, the provisions therein made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. After the said thirty (30) days, no person may contest the regularity, formality, legality or effectiveness of this Bond Ordinance, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the said thirty days.

SECTION 12.10. Effective Date. As provided by Section 4.23 of the City Charter, this ordinance shall become effective after it has been published in the Issuer's official journal and seven (7) days have elapsed after its approval by the Mayor.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT "A"
DEFINITIONS

"**Act**" shall mean Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 39:551 and 39:561, et seq).

"**Authorized Denominations**" shall mean minimum denominations of \$5,000 and increments of \$5,000 thereafter.

"**Bond**" or "**Bonds**" shall mean any or all of the Issuer's General Obligation Bonds, Series 2022, issued pursuant to this Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"**Bond Obligation**" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

"**Bond Ordinance**" shall mean this ordinance, as further amended and supplemented as herein provided.

"**Bond Proceeds**" shall mean the revenues derived by the City from the sale of the Bonds.

"**Bond Purchase Agreement**" shall mean the Bond Purchase Agreement between the City and the Underwriters, in substantially the form attached hereto as **Exhibit "C"**, which shall include the Mayor's approval of the final maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein.

"**City**" or "**Issuer**" shall mean the City of Shreveport, State of Louisiana.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the City, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the City in connection with the original issuance of Bonds.

"Election" shall mean the election held within the Issuer on December 11, 2021 authorizing the issuance of not exceeding \$70,650,000 of the Issuer's general obligation bonds pursuant to such election and Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Executive Officers" shall mean collectively, or individually, the Mayor, Council Chairman, Director of Finance and Clerk of Council of the Issuer.

"Fiscal Agent Bank" shall mean the fiscal agent bank of the Issuer.

"Governing Authority" shall mean the City Council of the City of Shreveport, State of Louisiana, or its successor in function.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book entry form.

"Interest Payment Date" shall mean March 1 and September 1 of each year, commencing March 1, 2023.

"Municipal Advisor" shall mean Government Consultants.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all Bonds theretofore issued under this Bond Ordinance, except:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Bonds with the effect specified in this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance, to the satisfaction of the Paying Agent, or waived;
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and
- (d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Ordinance or by law.

"Owner" shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

"Paying Agent" shall mean Regions Bank, an Alabama state trust company having a corporate office in Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to this Bond Ordinance.

"Paying Agent Agreement" shall mean the Paying Agent Agreement dated as of the date of ____ 1, 2022, by and amount the Issuer and the Paying Agent.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Project" shall mean constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefor.

"Record Date" shall mean, with respect to an Interest Payment Date, the fifteenth day of the month next preceding such Interest Payment Date, whether or not such day is a business day.

"State" shall mean the State of Louisiana.

"Underwriters" shall mean collectively, Crews & Associates, Inc., Piper Sandler and Frazer Lanier.

EXHIBIT "B"
FORM OF BOND

No. R-__

Principal Amount: _____

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

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CADDO

GENERAL OBLIGATION BONDS, SERIES 2022
OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA

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

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

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

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

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and

September 1 of each year, commencing March 1, 2023 (each an "**Interest Payment Date**"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, an Alabama state trust company, with an office in Baton Rouge, Louisiana, or successor thereto (the "**Paying Agent**"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

Terms not otherwise defined herein shall have the meaning given them in the Bond Ordinance.

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

REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

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

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

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

This Bond is one of an authorized issue aggregating in principal the sum of ___Dollars (\$___) (the "**Bonds**"), all of like tenor and effect except as to number, denomination, interest rate and maturity, the Bonds having been issued by the Issuer pursuant to an ordinance adopted by its governing authority on _____, 2022 (the "**Bond Ordinance**"), for the purposes of the Project (as defined in the Bond Ordinance), in the manner authorized and provided by the Act.

Optional Redemption

The Bonds maturing on and after March 1, 20__ shall be subject to redemption at the option of the Issuer, in whole at any time, and in part from time to time, on and after March 1, 20__, and if less than a full maturity then by lot within such maturity, at a price equal to the principal amount thereof, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Bonds maturing March 1, 20__ shall be subject to mandatory redemption prior to maturity in the following principal amounts on the following dates by lot in such manner as shall be determined by the Paying Agent at a redemption price equal to their principal amount plus accrued interest to the redemption date.

Redemption Date <u>(March 1)</u>	Principal <u>Amount</u>
	\$

*

*Final Maturity

Notice of Redemption

(a)

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

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

(b)

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

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

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

In the case of any redemption of Bonds, the Issuer shall give written notice to the Paying Agent and the Bond Insurer of the election so to redeem and the redemption date, and of the

principal amounts and numbers of the Bonds or portions of the Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date.

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

This Bond and the issue of which it forms a part constitute general obligations of the Issuer, and the full faith and credit of the Issuer is pledged for the payment of this Bond and the issue of which it forms a part. The Bonds are secured by a special tax to be imposed and collected annually in excess of all other taxes on all the property subject to taxation within the territorial limits of the Issuer, under the Constitution and laws of Louisiana, sufficient in amount to pay the principal of this Bond and the issue of which it forms a part and the interest thereon as they severally mature.

For a complete statement of the manner in which the Bonds are issued and delivered and will be paid, and the general covenants and provisions governing the issuance of this Bond, reference is made to the Bond Ordinance.

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

**CITY OF SHREVEPORT
STATE OF LOUISIANA**

By: _____
Adrian Perkins, Mayor

By: _____
Kasey Brown, Finance Director

ATTEST:

By: _____
Danielle Farr-Ewing, Clerk of Council

**PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

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

REGIONS BANK, as Paying Agent

By: _____
Kesha A. Jupiter, Vice President

DATE OF AUTHENTICATION: _____, 2022

ASSIGNMENT

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

SOCIAL SECURITY OR FEDERAL EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee)

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

Dated: _____

Signature of Registered Owner:

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

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

CERTIFICATE AS TO LEGAL OPINION

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

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

Danielle Farr-Ewing, Clerk of Council

[BOND COUNSEL OPINION TO COME]

EXHIBIT "C"
FORM OF BOND PURCHASE AGREEMENT

[TO BE PROVIDED BY UNDERWRITERS COUNSEL]

EXHIBIT "D"

FORM OF PROJECT FUND REQUISITION

WITH RESPECT TO

**\$ _____
GENERAL OBLIGATION BONDS, SERIES 2022
CITY OF SHREVEPORT, STATE OF LOUISIANA**

Origin Bank

Attention: _____

Date: _____, 20__

Requisition Number: _____

The undersigned Executive Officer, acting for and on behalf of the City of Shreveport, State of Louisiana (the "**Issuer**"), pursuant to a bond ordinance adopted by the City Council, acting as the governing authority, of the Issuer on _____, 2022 (the "**Bond Ordinance**"), relating to the above captioned issue of Bonds (the "**Bonds**") hereby requests payment be made from amounts on deposit in the Project Fund held by the Paying Agent pursuant to Section 5.1(d) of the Bond Ordinance to the person, firm or Issuer in the amount and for the purpose set forth below. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

Name and Address of Payee:

Amount of Payment: _____ from the Project Fund.

Purpose of Payment:

The undersigned Authorized Officer further certifies with respect to this Requisition as follows:

- (a) The amount paid or to be paid, as set forth herein, has been incurred by the Issuer and is either (i) presently due and payable, or (ii) has been paid by the Issuer and is a proper charge against the Project Fund created pursuant to the Bond Ordinance and has not been the subject of any prior requisition; and
- (b) All work, materials, supplies and equipment which are the subject of this Requisition have been performed or delivered and are in accordance with the description of the Project.

Paid: _____, 20__

Authorized Officer

By: _____

Title: _____

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE COMMUNITY DEVELOPMENT SPECIAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	5/18/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilwoman Taylor

PURPOSE

To receive funds from General Government Operating Reserves for "Operation Safe Neighborhoods" to purchase cameras, dead bolts, and lighting. Companion to General Fund ordinance.

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

TIMETABLE

Introduction: **May 24, 2022**

Final
Passage: **June 14, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$100,000

SOURCE OF FUNDS

| General Government Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE
COMMUNITY DEVELOPMENT 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 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 No. 157 of 2021, the 2022 budget for the Community Development Special Revenue Fund, is hereby amended as follows:

In Section 1 (Estimated Receipts)

Increase Transfer from General Fund by \$100,000

In Section 2 (Appropriations):

Increase Transfer from General Fund by \$100,000
(Establish Operation Safe Neighborhoods)

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 157 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 GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	5/18/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilwoman Taylor

PURPOSE

To transfer funds from General Government Operating Reserves to Community Development for "Operation Safe Neighborhoods" to purchase cameras, dead bolts, and lighting. Companion to Community Development ordinance.

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

TIMETABLE

Introduction: **May 24, 2022**

Final
Passage: **June 14, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$100,000

SOURCE OF FUNDS

| General Government 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: 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 General Fund to adjust appropriations, reflect current revenue estimates and for other purposes.

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

In Section 2 (Appropriations):

Decrease Operating Reserves by \$100,000

Increase Transfer to Community Development Fund by \$100,000

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> AN ORDINANCE AMENDING THE 2022 RIVERFRONT-DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u> 5/18/2022	<u>ORIGINATING DEPARTMENT</u> 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 contractual services by \$300,000 and other charges by \$10,000. The purpose of the increase to contractual services is to pursue economic development opportunities for the betterment of the City of Shreveport. The \$10,000 is an increase to Public Agency Appropriations for Shreveport Bossier African American Chamber of Commerce.

<u>TIMETABLE</u> Introduction: May 24, 2022 Final Passage: June 14, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
N/A

<u>FINANCES</u> \$310,000	<u>SOURCE OF FUNDS</u> 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

<u>FACT SHEET PREPARED BY:</u>	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 Contractual Services by \$300,000

Increase Other Charges by \$10,000

Decrease Operating Reserves by \$310,000

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

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 RETAINED RISK FUND BUDGET AND OTHERWISE PROVIDING WITH RESPECT THERETO.	5/19/22	Finance/Administration

SPONSOR OR COUNCIL MEMBER

PURPOSE

To amend the 2022 Retained Risk Fund Budget

All

BACKGROUND INFORMATION

This amendment is to fund the capital budget for insurance proceeds received relative to Expo Hall.

TIMETABLEIntroduction: **May 24, 2022**Final Passage: **June 14, 2022****SPECIAL PROCEDURAL REQUIREMENTS**

N/A

FINANCES

\$928,930.70

SOURCE OF FUNDS**CONCLUSION****FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

ORDINANCE NO. _____ OF 2022

AN ORDINANCE AMENDING THE 2022 RETAINED RISK FUND BUDGET AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City Council finds it necessary to amend the 2022 Retained Risk 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 155 of 2021, the 2022 Retained Risk Fund Budget, is hereby amended as follows:

In Section 1. (Receipts):

Decrease Internal service charges by \$928,930.70

In Section 2. (Appropriations):

Establish Transfer to capital projects by \$928,930.70

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 155 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 CAPITAL PROJECTS FUND BUDGET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u> SPAR <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u>
---	--------------------	--

PURPOSE
To amend the 2022 Capital Projects Fund Budget Program A.

BACKGROUND INFORMATION
This ordinance will allocate funds from Insurance Proceeds and the General Fund Operating Reserves to fund and establish a project to renovate Expo Hall (A22002) into a multi-purpose sports facility.

<u>TIMETABLE</u> Introduction: May 24, 2022 Final Passage: June 14, 2022	<u>ATTACHMENT(S)</u>
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SPECIAL PROCEDURAL REQUIREMENTS
N/A

<u>FINANCES</u> \$4,140,700.00 \$928,930.70	<u>SOURCE OF FUNDS</u> General Fund Operating Reserves Insurance Proceeds
--	--

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. 71 OF 2022

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

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 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 Fund Budget, is hereby amended as follows:

In Program A:

- Establish a new project titled Expo Hall Renovations (A22002) with an appropriation of \$5,069,630.70. Establish funding source for \$4,140,700.00 is from General Fund and for \$928,930.70 is from Retained Risk

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

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

TITLE
AN ORDINANCE AMENDING THE 2022 May 18, 2022
GENERAL FUND BUDGET AND TO
OTHERWISE PROVIDE WITH
RESPECT THERETO.

ORIGINATING DEPARTMENT
SPAR
COUNCIL DISTRICT
All
SPONSOR

PURPOSE
To amend the 2022 General Fund Budget

BACKGROUND INFORMATION
This ordinance will allocate funds from the General Fund Budget to the Capital Projects Fund Budget. This is a companion to the ordinance establishing a project entitled Expo Hall Renovations.

TIMETABLE
Introduction: May 24, 2022
Final Passage: June 14, 2022

ATTACHMENT(S)

SPECIAL PROCEDURAL REQUIREMENTS
N/A

FINANCES
\$4,140,700

SOURCE OF FUNDS
General Fund Operating Reserves

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 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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 General Fund Budget.

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 General Fund Budget, is hereby amended as follows:

In Expenditures and Appropriation:

- Decrease the operating reserves by \$4,140,700.00
- Increase transfer to Capital Projects by \$4,140,700.00

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 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

**COOPERATIVE ENDEAVOR AGREEMENT AND ACT OF DONATION
BETWEEN
THE CITY OF SHREVEPORT
AND
SHREVEPORT BOSSIER AFRICAN AMERICAN CHAMBER OF COMMERCE**

This Cooperative Endeavor Agreement, (herein referred to as “Agreement”), is entered into by and between:

THE CITY OF SHREVEPORT, a duly organized municipality of the State of Louisiana, represented herein by its Mayor, Adrian D. Perkins, duly authorized to act herein, (“the City”);

and

SHREVEPORT BOSSIER AFRICAN AMERICAN CHAMBER OF COMMERCE, a non-profit organization organized under the laws of the State of Louisiana, having a domicile address of 1315 Milam Street, Shreveport, Louisiana 71101 and represented herein by Brittney Dunn, its Chairwoman of the Board of Directors, authorized to act herein by virtue of a Resolution of the Board of Directors, which is attached hereto and made a part hereof (“the Contractor”)

Who declare and agree as follows:

WHEREAS, the City of Shreveport (“City”), is the owner of certain properties together with all improvements thereon identified as (“the Property”):

LOTS 4-A, 5-A & S 1/2 OF LOT 3-A, RESUB OF LOTS 1 & 2, BLOCK
A, LAKE GARDENS SUB. 171404-30-15 LOTS 14, 15, 16 & NE 30 FT
OF LOT 13, BLK 33, Caddo Parish, Louisiana;

Geog #: 171404-030-0015-00, Municipal Address: 2230 Jewella Avenue,
Shreveport, LA 71109; and

WHEREAS, the said property is not needed by the City for a public purpose and has been declared surplus property; and

WHEREAS, the property shall be used for the benefit of the public by spurring of economic growth and business opportunities for the benefit of the citizens within the City of Shreveport; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce has expressed its willingness to assume ownership of said property with the understanding that it will maintain the building and grounds in good order, and will maintain the structural integrity of said building and will make such updates and modifications as necessary to enable the building to continue to serve the Shreveport Bossier African American Chamber of Commerce, and;

WHEREAS, the Shreveport Bossier African American Chamber of Commerce is a non-profit organization whose sole mission is to facilitate commerce and the economic growth of businesses within the City of Shreveport; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce shall invest in education and

workforce development for citizens of the City; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce has expressed its willingness to assume ownership of the Property subject to the requirement that the organization continue to further national objectives of the Community Development Block Grant Program, as well as continue to provide a public benefit to the citizens of the City of Shreveport; and

WHEREAS, this transfer is not a gratuitous donation, as the City has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) Upon the execution of this Agreement, the City shall transfer the Property described above to Contracting Party, with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property being herein donated.
- 2) Contracting Party takes cognizance of all past due and or taxes and agrees to pay the same.
- 3) The Contracting Party shall utilize the property solely for the advancement of economic growth and the creation of business opportunities within the City of Shreveport.
- 4) The Contracting Party shall maintain the building and grounds in good order.
- 5) The Property shall be transferred in an “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport in accordance with State law and City ordinances.
- 6) The City may terminate or rescind this Agreement for cause at any time in which the Property ceases to be used in furtherance of a public and charitable purpose, upon such time as the Property ceases to be used as the Shreveport Bossier African American Chamber of Commerce, upon such time as the property ceases to be used to further a national objective of the Community Development Block Grant Program pursuant to 24 CFR 570, or upon any other failure by the Contracting Party to comply with the terms and/or conditions of the Agreement.
- 7) In the event of default of the terms of this Agreement or upon the occurrence of any event as provided for in Section 4 of this Agreement, the City shall give Contracting Party written notice specifying Contracting Party’s failure to comply and the date noncompliance is to be cured. Contracting Party shall have thirty (30) days from the receipt of written notice to cure the noncompliance. Should Contracting Party fail to cure the noncompliance within thirty (30) days from receipt of notice, Contracting Party must show that they have begun curing the noncompliance and that there is a good faith effort to cure the noncompliance. Otherwise, the City may deem Contracting Party in default. Should the City deem Contracting Party in default, this Agreement shall terminate on the date specified in the notice. Upon termination of this Agreement, Contracting Party forfeits all rights of ownership in and to said property.
- 8) Upon termination of this Agreement, said property shall be transferred back to the City, with the City retaining all rights associated with the property. No compensation shall be due or owing to Contractor upon transfer of the Property back to the City.

THUS DONE AND PASSED, in Shreveport, Caddo Parish, Louisiana on this _____ day of _____, 2022 in the presence of the below named competent witnesses and Notary, after reading of the whole.

WITNESSES:

**SHREVEPORT BOSSIER AFRICAN
AMERICAN CHAMBER OF COMMERCE**

1) _____

BY: _____

Print: _____

Print: _____

2) _____

Title: _____

Print: _____

Date: _____

NOTARY PUBLIC

WITNESSES:

CITY OF SHREVEPORT

1) _____

BY: _____
ADRIAN D. PERKINS, MAYOR

Print: _____

2) _____

Date: _____

Print: _____

NOTARY PUBLIC

TITLE
AN ORDINANCE DECLARING THE CITY’S INTEREST IN CERTAIN VACANT PROPERTY AS SURPLUS, AND OUR INTENTION TO TRANSFER CERTAIN VACANT PROPERTY TO THE SHREVEPORT BOSSIER AFRICAN AMERICAN CHAMBER OF COMMERCE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

DATE
 05/04/2022

ORIGINATING DEPT./DIV.
DEPARTMENT OF COMMUNITY DEVELOPMENT
SPONSOR OR COUNCILMEMBER

PURPOSE

The City of Shreveport is requesting authorization to surplus and transfer certain vacant property located at 2230 Jewella Avenue, Shreveport, Louisiana 71109 (“the Property”) to the Shreveport Bossier African American Chamber of Commerce (“SBAACC”) for the purpose of continuing to create and spur economic development within the City of Shreveport.

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

G

BACKGROUND INFORMATION

Since its inception in 1941, the Shreveport Bossier African American Chamber of Commerce has been the premier voice in Northwest Louisiana to ensure the growth and success of African American owned Businesses. Their mission to become a catalyst for economic growth in our community centers on providing resources and education to entrepreneurs and professionals across the region to build capacity, while advocating for economic equity and opportunity for the business community.

In 2021, while experiencing the effects of a global pandemic and its challenges, disparities for black business owners and 1st generation business owners were heightened. To address these long-standing inequalities, our goal is to establish a small business incubator for the local entrepreneurial community to provide business counseling, seminars, professional development, regulatory training, and accelerator programs.

As such, the City desires to surplus and transfer the property located at 2230 Jewella Avenue, Shreveport, Louisiana 71109 to the SBAACC in order to further the continuation of the creation and spurring of economic development within the City of Shreveport, as the property is no longer needed for a public purpose by the City.

As this property was purchased and rehabilitated using Community Development Block Grant Funding, the SBAACC acknowledges that this transfer is subject to requirements that its use continue to serve a CDBG national objective pursuant to 24 CFR 570, as well as provide a public benefit to the City of Shreveport. In conjunction with this transfer of property, the City seeks to execute a Cooperative Endeavor Agreement and Donation with the SBAACC, which sets forth in reasonable detail the rights and obligations of the parties with respect to the property.

TIMETABLE

ATTACHMENTS

Introduction:

May 24, 2022

COOPERATIVE ENDEAVOR AGREEMENT AND DONATION

Final Passage:

June 14, 2022

SPECIAL PROCEDURAL REQUIREMENTS

Notice of the *proposed* ordinance shall be advertised three (3) times in fifteen days, one (1) week apart. La. R.S. [33:4712](#)

If there is any opposition to the proposed ordinance, the opposition shall be made in writing, filed with the Shreveport Clerk of Council within fifteen (15) days after posting of the notice *or* its first advertised publication.

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, Bureau Chief of Administration
 Department of Community Development

ORDINANCE NO. _____ OF _____ 2022

AN ORDINANCE DECLARING THE CITY’S INTEREST IN CERTAIN VACANT PROPERTY AS SURPLUS, AND OUR INTENTION TO TRANSFER CERTAIN VACANT PROPERTY TO THE SHREVEPORT BOSSIER AFRICAN AMERICAN CHAMBER OF COMMERCE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCIL MEMBER:

WHEREAS, the City of Shreveport (“City”), is the owner of certain properties together with all improvements thereon identified as:

LOTS 4-A, 5-A & S 1/2 OF LOT 3-A, RESUB OF LOTS 1 & 2, BLOCK A, LAKE GARDENS SUB. 171404-30-15 LOTS 14, 15, 16 & NE 30 FT OF LOT 13, BLK 33, Caddo Parish, Louisiana;

Geog #: 171404-030-0015-00, Municipal Address: 2230 Jewella Avenue, Shreveport, LA 71109; and

WHEREAS, the said property is not needed by the City for a public purpose and should therefore be declared surplus property; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation, or individual”; and

WHEREAS, the property shall be used for the spurring of economic growth and business opportunities for the benefit of the citizens within the City of Shreveport; and

WHEREAS, the Shreveport Bossier African American Chamber of Commerce has expressed its willingness to assume ownership of said property with the understanding that it will maintain the building and grounds in good order, and will maintain the structural integrity of said building and will make such updates and modifications as necessary to enable the building to continue to serve the Shreveport Bossier African American Chamber of Commerce, and;

WHEREAS, La. R.S. 33:4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

NOW, THEREFORE, BE IT ORDAINED that the Property described herein is hereby declared as surplus, and City of Shreveport is hereby authorized to transfer:

LOTS 4-A, 5-A & S 1/2 OF LOT 3-A, RESUB OF LOTS 1 & 2, BLOCK
A, LAKE GARDENS SUB. 171404-30-15 LOTS 14, 15, 16 & NE 30 FT
OF LOT 13, BLK 33, Caddo Parish, Louisiana;
Geog #: 171404-030-0015-00, Municipal Address: 2230 Jewella Avenue,
Shreveport, LA 71109; and

to the Shreveport Bossier African American Chamber of Commerce in “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport, in accordance with State law and City ordinances.

WHEREAS, upon ceasing to utilize the property in furtherance of a public and charitable purpose, upon such time as the Property ceases to be utilized as the Shreveport Bossier African American Chamber of Commerce, or upon such time as the property shall cease to further a national objective of the Community Development Block Grant Program, the property shall be transferred back to the City.

BE IT FURTHER ORDAINED that the Mayor of the City of Shreveport is authorized to execute and deliver, for and on behalf of the City of Shreveport, any and all document(s) relative to the transfer of the property to the Shreveport Bossier African American Chamber of Commerce. Such documents for execution shall include, but not be limited to the attached Cooperative Endeavor Agreement and Act of Donation, after review and approval of such document(s) by the Office of the City Attorney. The Mayor shall further be authorized to do any and all things necessary and incidental to carry out the purposes expressed in this ordinance relative to donation of the said property.

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

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

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. 74 OF 2022

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-27 OF THE CODE OF ORDINANCES OF THE CITY OF SHREVEPORT TO REAPPORTION THE SEVERAL COUNCIL DISTRICTS OF THE CITY AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER: JAMES GREEN

WHEREAS, pursuant to Section 4.05 of the City Charter, the Council is required to reapportion the several council districts of the City after the promulgation of the Regular Official Federal Census of the United States; and

WHEREAS, Section 4.05 further requires that each council district shall contain nearly as possibly the population factor obtained by dividing by seven (7) the population of the city as shown by the most recent official census of the city; that such districts shall be arranged in a logical geographic pattern; that all parts of each district shall be continuous, and that such reapportionment shall, to the maximum extent possible, preserve the geographic pattern of districts which existed prior to revision; and

WHEREAS, the Council, by adoption of this ordinance, does find that this reapportionment of the several council districts of the City does comply with the Charter of the City of Shreveport and other applicable law.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana in due, legal, and regular session convened, that Chapter 2, Section 2-27 of the Code of Ordinances is hereby amended to read as follows:

Sec. 2-27. City council districts.

- (a) Pursuant to Section 4.05 of the City Charter, the districts for the election of council members are herein established and are comprised of the same election precincts numbered and described by the Caddo Parish Commission and adopted in Ordinance No. 5935 of 2019 of the Caddo Parish Commission. Certain of said precincts lie partially within and partially outside the corporate limits of the city. Certain other precincts were divided between two council districts to provide for equitable distribution of population for reapportionment purposes. The precincts or portions thereof which comprise the council districts are as shown on the map attached hereto and made a part hereof.
- (b) District map adopted. The map of the city showing the council districts and marked Plan 8B, attached hereto and made a part hereof is hereby adopted as the official map of said districts.
- (c) For the purposes of Section 3.02, 4.06 and 4.07 of the City Charter and other provisions of law relating to the qualifications and election of city council members,

the provisions of this section shall become effective on the earliest date set by the election laws of the state for qualifying for candidates for the city council members. For all other purposes, the effective date of this section shall be the first day of the term of city council members elected in 2022, in accordance with Section 3.01 of the City Charter and the election laws of the state.

- (d) Should the city annex additional area or areas prior to the effective date of this section, the current city council shall assign each annexed area or areas to the appropriate council district herein created in the manner contemplated by Section 4.05 of the City Charter.

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.

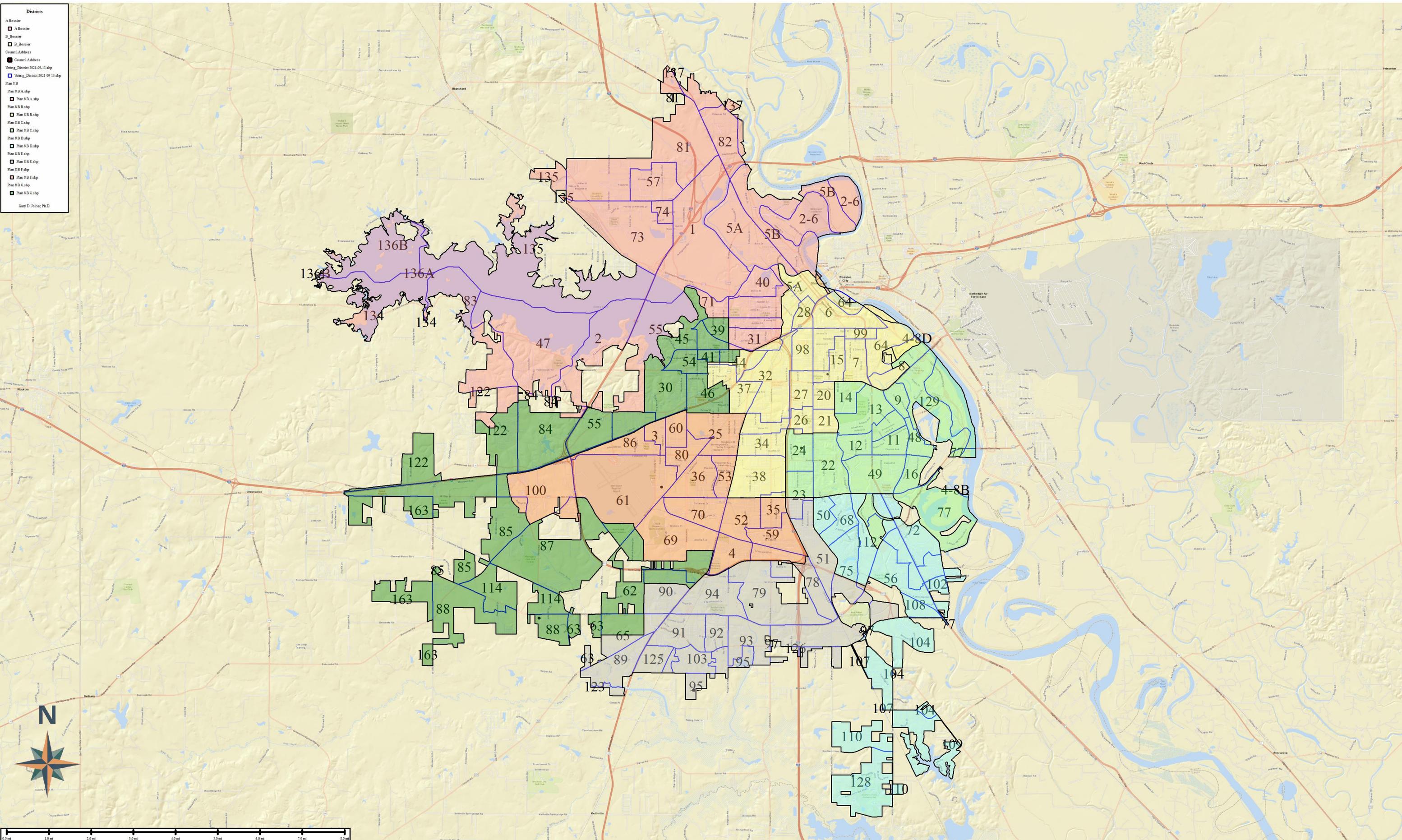
THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

PLAN 8 B

- Districts
 - A_Bossier
 - B_Bossier
 - Council Address
 - Council Address
 - Voting_District 2021-09-13.shp
 - Plan 8 B
 - Plan 8 B A.shp
 - Plan 8 B B.shp
 - Plan 8 B C.shp
 - Plan 8 B D.shp
 - Plan 8 B E.shp
 - Plan 8 B F.shp
 - Plan 8 B G.shp
 - Plan 8 B G.shp
- Gary D. Joiner, Ph.D.



FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

TITLE	DATE	ORIGINATING DEPARTMENT
An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of clarifying and updating various code provisions, and to otherwise provide with respect thereto.	May 24, 2022	Shreveport Caddo Metropolitan Planning Commission (“MPC”)
		COUNCIL DISTRICT
		City-wide
		SPONSOR

PURPOSE

To amend the code text in the Shreveport Unified Development Code.

BACKGROUND INFORMATION

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community and processed as either general amendments suggested or reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations, or are emergency amendments. These proposed amendments will be intended to be more user-friendly, concerning various housekeeping and corrective changes due to oversight, contradictions, or missing items.

TIMETABLE

MPC Introduction:	April 6, 2022
MPC Review & Recommendation:	May 4, 2022
Introduction to City Council:	May 24, 2022
Final Passage by City Council:	June 14, 2022

ATTACHMENTS

Exhibit “A”	MPC Memo
Exhibit “B”	Table 5-1: Use Matrix
Exhibit “C”	MPC Staff Report

SPECIAL PROCEDURAL REQUIREMENTS

MPC Recommendation. Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on May 4, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and 35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

Notice and Public Hearing at MPC. In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on May 4, 2022, before voting on the proposed amendments. At least ten (10) days’ notice of the time and place of the Public Hearing was published on April 18, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

FINANCES

\$0

SOURCE OF FUNDS

NA

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: Adam Bailey, Community Planning and Design Manager

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, FOR THE PURPOSE OF CLARIFYING AND UPDATING VARIOUS CODE PROVISIONS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City desires to make every effort to notify the public and to encourage public participation and input on these proposed *code text amendments* to the Shreveport Unified Development Code; and

WHEREAS, on April 6, 2021, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

WHEREAS, on May 4, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with [La. R.S. 33:140.27](#); and

WHEREAS, in accordance with the intent of [La. R.S. 33:140.27](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on May 4, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

WHEREAS, in accordance with the intent of [La. R.S. 33:140.35](#), at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on April 18, 2022; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in a due, legal and regular session convened, that the following amendments to the City of Shreveport, Louisiana, Unified Development Code ("Shreveport UDC") are hereby authorized as follows:

1. Add the new use "Data Center" to Table 5-1 in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the Shreveport UDC.

Add a new "Data Center" row and include in the following allowable zoning districts.

- C-3 (P/S)
- C-4 (P/S)
- OR (P/S)
- I-MU (P/S)
- I-1 (P)
- I-2 (P)

[Note (1): See Exhibit "B" for revised Table 5-1]

2. Add the following new definition “Date Centers” to ARTICLE 5. USES, SECTION 5.3. USE DEFINITIONS in the Shreveport UDC. This new definition will need to be alphabetized accordingly.

5.3 USE DEFINITIONS

* * * * *

Data Center. A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. Such facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center.

* * * * *

3. Add new use standard “L. Data Center” to ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS in the Shreveport UDC. Re-number all subsequent use standards accordingly.

6.1 USE STANDARDS

* * * * *

L. Data Center

1. All data centers shall only operate in allowable zoning districts as indicated on the Use Matrix in Article 5 of this Code. Any data center located within 200’ of a residentially zoned district shall require a special use permit approved by the Metropolitan Planning Commission.
 2. In all allowable zoning districts, all equipment necessary for cooling, ventilating, or otherwise operating the facility must be contained within an enclosed building where the use is located. This includes emergency power generators and other emergency power supply equipment.
 3. In the C-3 and C-4 Districts, the maximum permitted size is 40,000 square feet in gross floor area. However, this size limit may be exceeded as part of special use permit approval.
 4. In the I-MU and OR District, the maximum permitted size is 80,000 square feet in gross floor area. However, this size limit may be exceeded as part of a special use permit approval.
4. Delete use regulation “d” for the temporary use “Portable Beverage Service Facility” in ARTICLE 6. USE STANDARDS, SECTION 6.2. TEMPORARY USE STANDARDS, Subsection 6.2.G.7 in the Shreveport UDC. Re-number all subsequent use standards.

5. Amend “Refuse and Recycling Containers” in TABLE 7-1: PERMITTED ENCROACHMENTS INTO REQUIRED SETBACKS in ARTICLE 7. ON-SITE DEVELOPMENT STANDARDS, SECTION 7.4 PERMITTED ENCROACHMENTS in the Shreveport UDC.

TABLE 7-1: PERMITTED ENCROACHMENTS INTO REQUIRED SETBACKS Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum <i>NOTE: Generally, a building permit is required for the construction of an accessory structure, unless specifically exempted by this Table or this Code.</i>				
	Front & Reverse Corner Side Setback	Corner Side Setback	Interior Side Setback	Rear Setback
***	***	***	***	***
Refuse and Recycling Containers (Section 7.3)	N	N	Y	Y
***	***	***	***	***

6. Amend “Block Design” in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.1 BLOCKS, Subsection 12.1.B.3.b in the Shreveport UDC.

12.1 USE STANDARDS

* * * * *

a. Block Design

* * * * *

3. All rights-of-way must terminate at other rights-of-way forming a network. The City Engineer may grant an exception for cul-de-sacs and dead-end streets when they meet the following criteria:

* * * * *

- b. The cul-de-sac or dead-end street is no more than 600 feet in length, as measured along the centerline from the closest intersection. The length of the cul-de-sac or dead-end street may be more than 600 feet in length if necessitated by topographic and geometric limitations or other circumstances beyond the subdivider's control. Any cul-de-sac or dead end street must be approved by the Executive Director of the MPC.

* * * * *

7. Amend the definition for “Determination of No Material Effect” in ARTICLE 21. HISTORIC PRESERVATION, SECTION 21.11 DEFINITIONS in the Shreveport UDC.

21.11 DEFINITIONS

* * * * *

Determination of No Material Effect. Determination of no material effect means a document issued by the Shreveport Chief Building Official or the Executive Director of the MPC, or their designees, indicating approval for any normal repair or act of maintenance as defined by this Article. A Determination of No Material Effect may be issued when:

1. The proposed activity is not viewable from the public right-of-way of the property’s address; or
2. The proposed activity does not create a substantial adverse change in the façade or exterior features of a building, structure or site; or
3. The scope of work is limited to fencing, landscaping and/or hardscaping; and
4. The proposed activity nonetheless does require a regulated permit.

* * * * *

8. Amend “Distance Requirements” in ARTICLE 23. SHORT-TERM RENTAL PROPERTY, SECTION 23.5 PERMIT TYPES AND USE STANDARDS, Subsection 23.5.B.4.b in the Shreveport UDC.

23.5 PERMIT TYPES AND USE STANDARD

* * * * *

B. Short-Term Rental, ‘Type B’

* * * * *

4. Special Exception Use Approval

* * * * *

- b. Distance Requirements.** Except in the D-1 district, approved short-term rental properties must be located no closer than 500 feet from any other existing short-term rental property, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line on which any other of the same user is located. If any short-term rental property wishes to locate closer than the 500-foot minimum distance from any legally existing short-term rental property, a special exception use approval is required.

* * * * *

BE IT FURTHER ORDAINED that the Mayor of the City of Shreveport, or his/her designee, and the Executive Director of the Shreveport-Caddo Metropolitan Planning Commission, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

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

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RECOMMENDED UDC CODE TEXT AMENDMENTS. 22-5-CTA.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community and processed as either general amendments suggested or reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations, or are emergency amendments. These proposed amendments will be intended to be more user-friendly, concerning various housekeeping and corrective changes due to oversight, contradictions, or missing items.

Staff is requesting the Shreveport UDC be amended as follows: ~~strikeout~~ indicates deleted text, underline indicates added text].

1. Add the new use "Data Center" to Table 5-1 in Article 5. USES, SECTION 5.2 USE MATRIX in the Shreveport UDC.

1. Add a new "Data Center" row, and include in the following allowable zoning districts.

- C-3 (P/S)
- C-4 (P/S)
- OR (P/S)
- I-MU (P/S)
- I-1 (P)
- I-2 (P)

[Note (1): See Exhibit "B" for all revisions to Table 5-1]

Explanation: Establish a new use category for data centers, which previously were uncategorized within the Code. The new use category expands where data centers are permitted, but also adds new design requirements and size limitations that will require special exceptions for most modern data centers.

2. Add the following new definition "Date Centers" to ARTICLE 5. USES, SECTION 5.3. USE DEFINITIONS in the Shreveport UDC. This new definition will need to be alphabetized accordingly.

5.3 USE DEFINITIONS

* * * * *

Data Center. A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. Such facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center.

* * * * *

Explanation: Establish a new use category for data centers, which previously were uncategorized within the Code. The new use category expands where data centers are permitted, but also adds new design requirements and size limitations that will require special exceptions for most modern data centers.

3. Add new use standard "L. Data Center" to ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS in the Shreveport UDC. Re-alphabetize all subsequent use standards accordingly.

6.1 USE STANDARDS

* * * * *

L. Data Center

1. All data centers shall only operate in allowable zoning districts as indicated on the Use Matrix in Article 5 of this Code. Any data center located within 200' of a residentially zoned district shall require a special use permit approved by the Metropolitan Planning Commission.
2. In all allowable zoning districts, all equipment necessary for cooling, ventilating, or otherwise operating the facility must be contained within an enclosed building where the use is located. This includes emergency power generators and other emergency power supply equipment.

3. [In the C-3 and C-4 Districts, the maximum permitted size is 40,000 square feet in gross floor area. However, this size limit may be exceeded as part of special use permit approval.](#)
4. [In the I-MU and OR District, the maximum permitted size is 80,000 square feet in gross floor area. However, this size limit may be exceeded as part of a special use permit approval.](#)

* * * * *

Explanation: Establish a new use category for data centers, which previously were uncategorized within the Code. The new use category expands where data centers are permitted, but also adds new design requirements and size limitations that will require special exceptions for most modern data centers.

4. **Delete use regulation "d" for the temporary use "Portable Beverage Service Facility" in ARTICLE 6. USE STANDARDS, SECTION 6.2. TEMPORARY USE STANDARDS, Subsection 6.2.G.7 in the Shreveport UDC. Re-letter all subsequent use provisions for "Portable Beverage Service Facility" accordingly.**

6.2 USE STANDARDS

* * * * *

G. Temporary Seasonal Sales

* * * * *

7. Portable Beverage Service Facility

* * * * *

~~d.—One-hundred-foot minimum distance from a developed residential lot in a residential district.~~

* * * * *

Explanation: Eliminates the 100' distance requirement for portable beverage service facility from a residentially zoned district. MPC staff feels this currently restriction does not make sense, since—historically—they located near residentially zoned properties.

5. **Amend "Refuse and Recycling Containers" in TABLE 7-1: PERMITTED ENCROACHMENTS INTO REQUIRED SETBACKS in ARTICLE 7. ON-SITE DEVELOPMENT STANDARDS, SECTION 7.4 PERMITTED ENCROACHMENTS in the Shreveport UDC.**

TABLE 7-1: PERMITTED ENCROACHMENTS INTO REQUIRED SETBACKS Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum NOTE: Generally, a building permit is required for the construction of an accessory structure, unless specifically exempted by this Table or this Code.				
	Front & Reverse Corner Side Setback	Corner Side Setback	Interior Side Setback	Rear Setback
***	***	***	***	***
Refuse and Recycling Containers (Section 7.3)	N	Y N	Y	Y
***	***	***	***	***

Explanation: Table 7-1 currently does not align with language prohibiting refuse and recycling containers in the corner side yard. This amendments fixes any confusion.

6. Amend "Block Design" in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.1 BLOCKS, Subsection 12.1.B.3.b in the Shreveport UDC.

12.1 BLOCKS

a. Block Design

3. All rights-of-way must terminate at other rights-of-way forming a network. The City Engineer may grant an exception for cul-de-sacs and dead-end streets when they meet the following criteria:

- b. The cul-de-sac or dead-end street is no more than 600 feet in length, as measured along the centerline from the closest intersection. The length of the cul-de-sac or dead-end street may be more than 600 feet in length if necessitated by topographic and geometric limitations or other circumstances beyond the subdivider's control. Any cul-de-sac or dead end street must be approved by the ~~City Engineer~~ Executive Director of the MPC.

Explanation: *At the request of the City Engineer, any cul-de-sac or dead end street, greater than 600' in length, shall be approved by the Executive Director.*

7. Amend the definition for "Determination of No Material Effect" in ARTICLE 21. HISTORIC PRESERVATION, SECTION 21.11 DEFINITIONS in the Shreveport UDC.

21.11 DEFINITIONS

Determination of No Material Effect. Determination of no material effect means a document issued by the Shreveport Chief Building Official or the Executive Director of the MPC, or their designees, indicating approval for any normal repair or act of maintenance as defined by this Article. A Determination of No Material Effect may be issued when:

1. The proposed activity is not viewable from the public right-of-way of the property's address; or
- ~~1.2.~~ The proposed activity does not create a substantial adverse change in the façade or exterior features of a building, structure or site; or
- ~~2.3.~~ The scope of work is limited to fencing, landscaping and/or hardscaping; and
- ~~3.4.~~ The proposed activity nonetheless does require a regulated permit.

Explanation: *The definition for Determination of No Material Effect needs to match the application standards/requirements for a Certificate of Appropriateness, which is currently found in Section 21.5.*

8. Amend "Distance Requirements" in ARTICLE 23. SHORT-TERM RENTAL PROPERTY, SECTION 23.5 PERMIT TYPES AND USE STANDARDS, Subsection 23.5.B.4.b in the Shreveport UDC.

23.5 PERMIT TYPES AND USE STANDARD

B. Short-Term Rental, 'Type B'

4. Special Exception Use Approval

- b. **Distance Requirements.** Except in the D-1 district, approved short-term rental properties must be located no closer than 500 feet from any other existing short-term rental property, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line on which any other of the same user is located. If any short-term rental property wishes to locate closer than the 500-foot minimum distance from any legally existing short-term rental property, a special exception use approval is required.

Explanation: Currently, there is a 500' distance regulation for short-term rentals (STR). Currently, if a new STR is proposed, and an approved STR is currently operating within 500' of the proposed STR, prior to the approval of the proposed STR application, a Special Exception Use is required by the ZBA. This amendment exempts properties in the D-1 Zoning District from that distance standard.

TABLE 5-1: USE MATRIX																																						
PRINCIPAL USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD			
Specialty Food Service													P			P	P	P	P	P	P	S	S	P	S	P	P		P	P								
Storage Yard - Outdoor																			P											P	P						Sec. 6.1.GGHH	
Truck Repair																														P	P							
Truck Stop																			S											P	P							
Utility	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	P	S	S	S	S	S	S	S	P	P	P	P	P			P		Sec. 6.1.MMNN		
Vehicle Dealership – Enclosed																		P	P		P			P				P	P									
Vehicle Dealership – With Outdoor Storage/Display																			P*	P*		S					S		P*	P*	P*						Sec. 6.1.NNOO	
Vehicle Operation Facility																			P										S	P	P					P		
Vehicle Rental – Enclosed																			P	P		P	P	P				P	P	P						P		
Vehicle Rental – With Outdoor Storage/Display																			S	P		S						S	P	S						S		
Vehicle Repair/Service– Major																				P*								S		P	P	S					Sec. 6.1.OOPP	
Vehicle Repair/Service – Minor													S				S	P	P	S	P				S		S	S		P	P	S					Sec. 6.1.OOPP	
Warehouse																			A										P	P	P	P						
Wholesale Establishment																			A											P	P	A						
Wind Energy System	S	S																											S	S	S	S				S		Sec. 6.1.PPQQ
Winery																			S	P	S	P					S	P		P	P							
Wireless Telecommunications – New Facility	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 22.9	
Wireless Telecommunications – Attachments to Existing Structures (Other than Towers)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 22.9	
Wireless Telecommunications – Modifications (Eligible Facility)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 22.9	
Wireless Telecommunications – Modifications (Non-Eligible Facility)																S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 22.9	

—* All Vehicle Dealership – with Outdoor Storage/Display uses shall only operate in allowable zoning districts as indicated on this table. Any Vehicle Dealership – with Outdoor Storage/Display use located within 200’ of a residentially zoned district shall require a special use permit.

—P/E - Depending on the Short-Term Rental Permit—whether 'Type A,' Type B-1' or Type B-2,' a short short-term rental property will either be a permitted use by-right (P) or will require a Special Exception Use (E)

—P/S - Depending on the overall gross square footage—a data center will either be a permitted use (P) or will require a special use permit (S)

TEMPORARY USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD		
Batch Plant/Rock Crushing Facility (Temporary)	P**	P**	P**																P*								P*			P*	P*					Sec. 6.2.A	
Borrow Pit	P**	P**	P**																											P*	P*						Sec. 6.2.B
Farmers' Market	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P		Sec. 6.2.C	
Temporary Outdoor Events	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P		Sec. 6.2.D	
Temporary Sale of Non-Seasonal Merchandise													P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P		Sec. 6.2.E
Temporary Seasonal Sales	S	S	S	S	S	S	S	S	S	S	S	S		S		P	P	P	P	P	P	P	P	P	P	P	P	P	P						P		Sec. 6.2.F
Temporary Subdivision Sales Office	P	P	P	P	P	P	P	P	P	P	P	P		P	P																						Sec. 6.2.H

—** Even though Batch Plant/Rock Crushing Facility (Temporary) and Borrow Pit are permitted uses (P) by-right, these uses require MPC Board approval at a public hearing.

STAFF REPORT – CITY OF SHREVEPORT

MAY 4, 2022

AGENDA ITEM NUMBER: 15
MPC Staff Member: Adam Bailey
City Council District: All Districts
Parish Commission District: All Districts

CASE NUMBER: 22-5-CTAC: City of Shreveport Code-Text Amendments
APPLICANT: METROPOLITAN PLANNING COMMISSION
REQUEST: Code Text (Ordinance) Amendments to the Shreveport UDC

DESCRIPTION: The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to correct errors in the text or to accommodate changed or the changing nature of business in our community. These amendments will affect the following articles, or portions thereof: *Article 2. – Definitions and Rules of Measurement, Article 5. – Uses, Article 6. – Use Standards, Article 7. - On Site Development Standards, Article 12. – General Right-of-Way Standards, Article 21. – Historic Preservation, and Article 23. – Short-Term Rental Property; regarding updates and revisions within the UDC to correct errors in the text or to accommodate the changing nature of business within the community, with all their provisions included therein.*

STAFF ANALYSIS: Code text amendment changes may be reviewed at any time and are not subject to any annual review requirements. The Office of the MPC typically reviews code amendments updates annually or semi-annually, to accommodate changed or the changing nature of business in our community. Proposed changes in this report were initially discussed at the December 2021 and April 2022 MPC work sessions. Following the MPC public hearing on May 4, the Shreveport City Council will review the proposals at a May 10, 2022 and May 24, 2022 public hearing. MPC staff provided notice of the May 4 public hearing through publication in The Shreveport Times on April 14, 2022. No comments have been received to date.

PROPOSED UDC CODE TEXT AMENDMENT(S): Staff is proposing amending the following UDC Articles at this time:

- Amend Article 2. – *Definitions and Rules of Measurement,*
- Amend Article 5. – *Uses, Article 6. – Use Standards,*
- Amend Article 7. - *On Site Development Standards,*
- Amend Article 12. – *General Right-of-Way Standards,*
- Amend Article 21. – *Historic Preservation, and*
- Amend Article 23. – *Short-Term Rental Property*

STAFF REPORT – CITY OF SHREVEPORT

Amendment 1. Add the new use “Data Center” to Table 5-1:USE MATRIX. Data centers—a new use category—expands where use is permitted.

Amendment 2. Add the new use definition for “Data Center” to ARTICLE 5. USES. Establishes a new use category for data centers, which previously were uncategorized within the Code.

Amendment 3. Add the new use standards for “Data Center” to ARTICLE 6. USE STANDARDS. Adds new design requirements and size limitations for data centers that will require special permit approval for most modern data centers.

Amendment 4. Delete a use regulation for the temporary use “Portable Beverage Service Facility” in ARTICLE 6. USE STANDARDS. Eliminates the 100’ distance requirement for portable beverage service facility from a residentially zoned district. MPC staff feels this currently restriction does not make sense, since—historically—they located near residentially zoned properties.

Amendment 5. Amend the row “Refuse and Recycling Containers” TABLE 7-1: PERMITTED ENCROACHMENTS regarding. Table 7-1 currently does not align with language prohibiting refuse and recycling containers in the corner side yard. This amendments fixes any confusion.

Amendment 6. Amend “Block Design” in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS. At the request of the City Engineer, any cul-de-sac or dead end street, greater than 600’ in length, shall be approved by the Executive Director.

Amendment 7. Amend the definition for “Determination of No Material Effect” in ARTICLE 21. HISTORIC PRESERVATION. The definition for Determination of No Material Effect needs to match the application standards/requirements for a Certificate of Appropriateness, which is currently found in Section 21.5.

Amendment 8. Amend “Distance Requirements” in ARTICLE 23. SHORT-TERM RENTAL PROPERTY. Currently, there is a 500’ distance regulation for short-term rentals (STR). Currently, if a new STR is proposed, and an approved STR is currently operating within 500’ of the proposed STR, prior to the approval of the proposed STR application, a Special Exception Use is required by the ZBA. This amendment exempts properties in the D-1 Zoning District from that distance standard.

ATTACHMENTS: See Exhibit “A” for memorandum describing these amendments in full detail.
See Exhibit “B” for amended Table 5-1: USE MATRIX.

APPROVAL STANDARDS: The purpose of Section 16.1.E.1 is to provide a uniform means for amending the text of the Unified Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

a. Promotes the public health, safety, and welfare.

The proposed text amendments promotes the public health, safety, and welfare.

STAFF REPORT – CITY OF SHREVEPORT

- b. Promotes the Master Plan and any adopted land use policies.**
The proposed text amendments are consistent with the Master Plan.
- c. Promotes intent of this Code.**
These amendments will simplify current practices, thus promoting the intent of the Code.
- d. Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.**
The proposed amendments reflect changes in policy.
- e. The extent to which the proposed amendment creates nonconformities.**
These amendments help alleviate nonconformities, not create them.

**STAFF
RECOMMENDATION:**

Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE these code text amendments is warranted. If approved by City Council, Article 2, Article 5, Article 6, Article 7, Article 21 and Article 23 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny the proposed code text amendment;
- Deny specific provisions and/or amendments, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

PUBLIC ASSESSMENT: No one spoke in support. There were no opposition.

**MPC BOARD
RECOMMENDATION:**

The Board voted 6-0 to recommend this application for approval.

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF QUINTON STREET, APPROXIMATELY ONE HUNDRED FORTY FEET EAST OF HEARNE AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-2 MULTI-FAMILY RESIDENTIAL DISTRICT TO C-2 CORRIDOR COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located north side of Quinton Street, approximately one hundred forty feet east of Hearne Avenue Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-2 Multi-Family Residential District to C-2 Corridor Commercial District**

0.265 ACS. M/L-LOT 2, CLAIBORNE SUBDIVISION UNIT NO. 3, SECTION 11, T17N, R14W, Caddo Parish, Louisiana.

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

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

21-219-C
ALTERNATIVE INTERVENTIONS

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF QUINTON STREET, APPROXIMATELY ONE HUNDRED FORTY FEET EAST OF HEARNE AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-2 MULTI-FAMILY RESIDENTIAL DISTRICT TO C-2 CORRIDOR COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located north side of Quinton Street, approximately one hundred forty feet east of Hearne Avenue Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-2 Multi-Family Residential District to C-2 Corridor Commercial District**

0.265 ACS. M/L-LOT 2, CLAIBORNE SUBDIVISION UNIT NO. 3, SECTION 11, T17N, R14W, Caddo Parish, Louisiana.

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

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

21-219-C
ALTERNATIVE INTERVENTIONS

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING MAY 4, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, May 4, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met on May 4th for case manager presentations.

Members Present

Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rachel Jackson
Fred Moss
Bill Robertson
Harold Sater

Staff Present

Alan Clarke, Executive Director
Austin Chen, Planner I
Alice Correa, Planner III
Shari Culbert, Executive Assistant
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Emily Trant, Planner II

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. SATER**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MR. MOSS, to approve the minutes of the April 6, 2022 public hearing as submitted.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: NONE. Absent: NONE

CONSENT AGENDA

PUBLIC HEARING

Mr. Clarke advised that the planner assigned to each case presented would speak briefly on the details of the case before the applicant comes forward.

CASE NO. 21-219-C ZONING REQUEST

Applicant: ALTERNATIVE INTERVENTIONS
Owner: DEXTER LAVERNE BURNOM
Location: 2656 QUINTON ST (North side of Quinton St., approx. 140' east of Hearne Ave.)
Existing Zoning: R-2
Request: R-2 to C-2
Proposed Use: Medical Office

Mr. Jean gave a brief statement explaining why the case was heard again. He explained that there was a discrepancy with the legal ad when the case was originally heard. Mr. Chen presented information from the case file for this case.

draft

Representative &/or support:

Dr. Burnom 1108 Island Park Blvd Shreveport, LA. 71105

Dr. Burnom is the sister of the property owner. She will be operating the proposed medical office.

Opposition:

There was no opposition present.

A motion was made by MR. ELBERSON, seconded by MR. MOSS to APPROVE.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, & SATER and Mses. JACKSON Nays: NONE. Absent: ROBERTSON

STAFF REPORT – CITY OF SHREVEPORT

MAY 4, 2022

AGENDA ITEM NUMBER: 7
MPC Staff Member: Austin Chen
City Council District: B/Fuller
Parish Commission District: 5/Burrell

CASE NUMBER 21-219-C: ZONING REQUEST

APPLICANT: ALTERNATIVE INTERVENTIONS
OWNER: DEXTER LAVERNE BURNOM
LOCATION: 2656 QUINTON ST (North side of Quinton St., approx. 140' east of Hearne Ave)
EXISTING ZONING: R-2
REQUEST: R-2 to C-2
PROPOSED USE: Medical Office

DESCRIPTION: The applicant is requesting rezoning of a 0.27-acre tract of vacant land from R-2 (Multi-family Residential) to C-2 (Corridor Commercial) for Medical Office. Adjacent to the West and East are zoned C-2; adjacent to the North is zoned C-1 (Neighborhood Commercial) and R-2. Across the Quinton St is zoned C-3.

There are two previous cases associated with this property: approval of rezoning to R-2 for a four-unit apartment building (C-5-16), approval of rezoning to B-2 (Neighborhood Business, C-2 Corridor Commercial under UDC) for a paint materials store (C-438). Nearby relevant cases include: approval of rezoning to B-3 (Community Business; C-3 under UDC) for a Kentucky Fried Chicken restaurant (C-6-76), a service station (C-486, C-661), a drive-through restaurant (C-29-01), a retail strip center (C-90-08); approval of rezoning to B-2 for a snow cone stand (C-57-14), a mini retail plaza (C-77-13) and a B-2 development (C-73-81). Denial of rezoning to B-3 for a used car lot (C-35-86), an automobile service station (C-506).

Nearby neighborhoods include: Caddo Heights, Ingleside, Queensborough, St. Vincent, Werner Park.

REMARKS: The applicant is requesting rezoning of a 0.27-acre tract of vacant land from R-2 (Multi-family Residential) to C-2 (Corridor Commercial) for Medical Office. There is an existing building on site. The subject property was rezoned from B-2 (Neighborhood Business, C-2 Corridor Commercial under UDC) to R-2 in 2016 (C-5-16). The current applicant wants to rezone the subject property back to C-2.

As stated in Article 4.3 of the Unified Development Code (UDC), C-2 is defined as "The C-2 Corridor Commercial Zoning District is intended to accommodate the commercial corridors of the City of Shreveport. The C-2 District addresses primarily auto-oriented retail, both individual businesses, and retail centers, with the intent of improving the pedestrian environment along the corridor. Mixed-use development is encouraged with residential dwelling units allowed above the ground floor." The permitted by right uses in C-2 zoning district include Agriculture, Amusement Facility – Indoor, Animal

STAFF REPORT – CITY OF SHREVEPORT

Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Body Modification Establishment, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Commercial Facility For Pop-Up Use, Retail Sales of Alcohol-Beer/Wine, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the, Ground Floor, Educational Facility - Primary or Secondary , Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Government Office, Healthcare Institution, Lodge/Meeting Hall, Medical/Dental Office, Office, Outdoor Dining, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant , Retail Goods Establishment, Self-Service Ice Vending Unit, Soup Kitchen, Soup Kitchen, Accessory, Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications , Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise, and Temporary Seasonal Sales.

The subject property is in a large area of a mixed-use of residential and commercial and is surrounded by C-1 commercial districts, C-2 commercial districts, and R-2 residential districts. Only the north side of the subject property is directly adjacent to the residential district; all other directions are adjacent to the business district. Approximate 330 feet north of the subject property is a large tract of C-2 and C-3 commercial areas. Several businesses near the subject property include restaurants, bail bonds companies, laundry servers, liquor store, gas station, and retail store. All the possible C-2 uses are compatible with what exists in the area. Approval of rezoning to C-2 would not introduce incompatible uses into the area.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zoned Neighborhood Commercial. The C-2 would be consistent with the intentions of the Master Plan.

Per UDC requirements, the applicant hosted a neighborhood participation meeting at 11:00 AM on January 12, 2022, to present their proposed operation to interested parties. Six community members attended the meeting; one of them was District 5 Caddo Parish Commissioner Roy Burrell. There were two questions asked during the meeting; participants expressed questions about their use of the property and business plans. According to the applicant's neighborhood participation meeting report, all attendant's questions and concerns were addressed, they expressed acceptance of the applicant and the medical office plan. Commissioner Burrell expressed his support and affirmation of the business plan and the use of the subject property. Therefore, there was no opposition expressed at the meeting.

Field observations revealed on January 11, 2022; There is an existing building on the subject property. It's located by Hearne Ave, which is one of the heavily traveled thoroughfares. Although the property directly adjacent on the north side is residential, there is an existing solid wood fence located between the two properties that seems to offer some protection from negative impacts of the proposed use. At the same time, the medical office generally does not expect to cause heavy traffic pressure or make noise in the local community. The subject property is surrounded by a robust commercial atmosphere. Approximate 330 feet north of the subject property is a large tract of C-2

STAFF REPORT – CITY OF SHREVEPORT

and C-3 commercial area. Therefore, approval of rezoning to C-2 would not introduce incompatible uses into the area.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval R-2 (Multi-family Residential) to C-2 (Corridor Commercial) is warranted, due to the compatibility with the surrounding area.

Alternatively, based on information provided at the public hearing the MPC may:

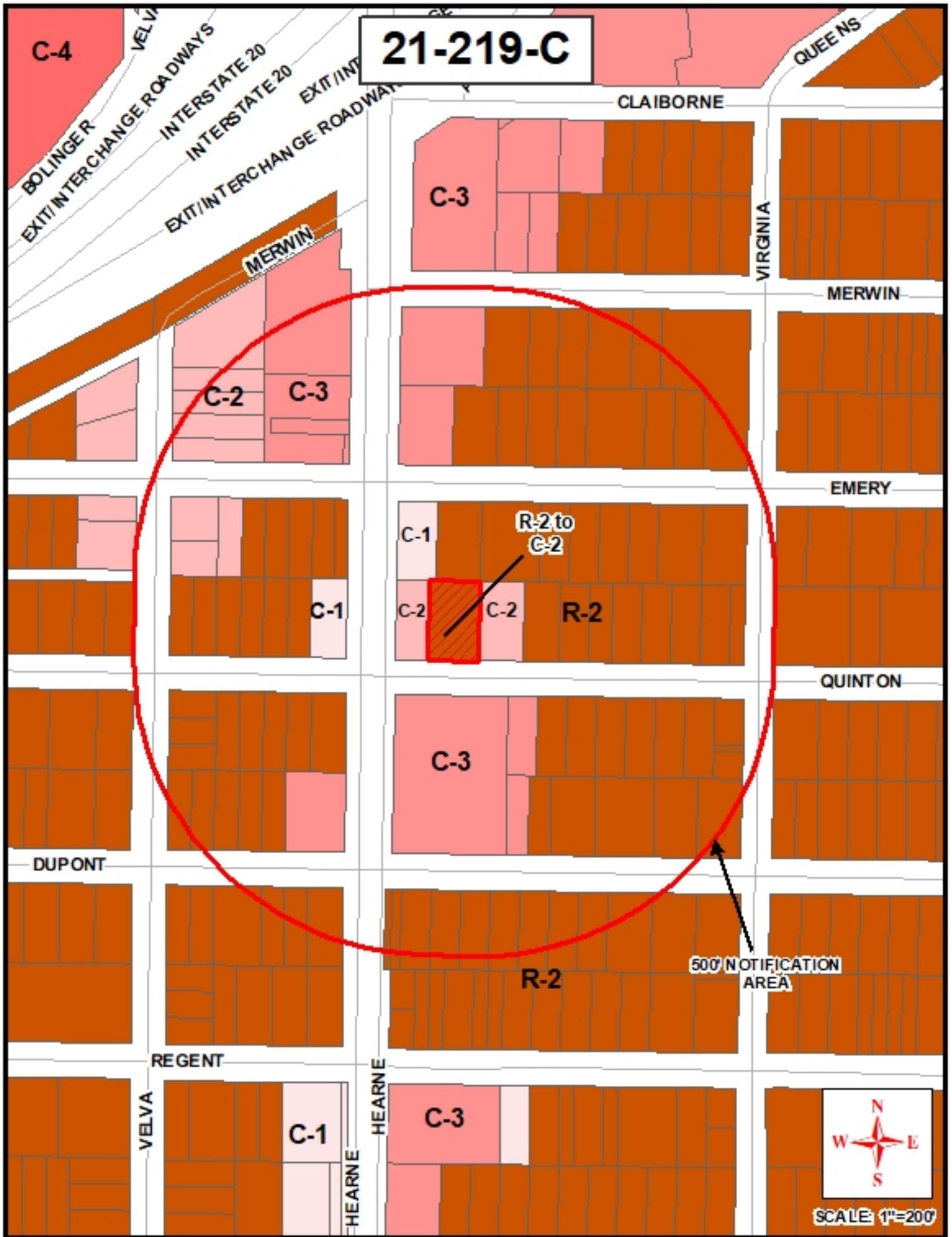
1. Approve the rezoning request for a different zoning type.
 2. Deny the zoning request.
-

PUBLIC ASSESSMENT: There was no support or opposition present.

MPC BOARD

RECOMMENDATION: The Board voted 6-0 to recommend this application for approval

21-219-C



500' NOTIFICATION AREA



SCALE: 1"=200'

NPP Neighborhood Meeting Invitation (Zoning Change)

Dear Neighbor:

My company, Alternative Interventions, owns property at 2656 Quinton St Shreveport, LA 71103. We'd like to establish a new crisis program. The crisis program is intended to provide short-term and intensive supportive resources. The intent of this service is to provide an out-of-home crisis stabilization option in order to avoid psychiatric inpatient and institutional treatment by responding to potential crisis situations. The goal will be to support individuals in ways that will address current acute and/or chronic mental health needs and coordinate a successful return to the family setting.

The site is located in an R-2 Multi-family Residential Zoning District. We are applying for a zoning change to a C-2 Commercial Corridor District in order to operate a standard restaurant. The site is a single-story residential structure with a combined square footage of 2665 square feet. On-site parking will be provided and no variance or waivers are required.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application has to be heard by the Metropolitan Planning Commission and the City Council and we are required to do this before we submit our application to the Metropolitan Planning Commission.

The meeting will take place:

Wednesday, January 12, 2022 at 11:00 am
2656 Quinton ST
Shreveport, LA 71103

At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you are unable to attend and would like to receive information from the meeting, please feel free to contact me. If you have any additional questions or comments, here's how to reach me. I hope to see you at the meeting on January 12th.

Sincerely,



Dr. Yolanda Burnom, Ph.D., LCSW
(318) 869-1899 Office
(844) 664-0-650 Fax
Crisis Number (844) 945-7283
Alternativeinterventionshelp@gmail.com

OWNER	STREET ADDRESS
Restored Investments, L.L.C.	P O Box 6324
Morris, Annie Lee 1/2 And	3544 Woodrow Ave
Clark, Janet Louise Johnson	2717 Quinton St
Pintail Land Company, Llc	1815 Benton Rd
Flyer Investments Llc	5434 Technolgy Dr
Thornton, Gloria Inezs	2621 Dupont Street
Prakasam, Felix Kelly & Marcia Krackow Prakasam	2634 Dupont St
Kennedy, Richard Delton And	4002 Virginia Ave
Brown, Jerry A. & Wanda S. Brown	126 Duval St
Thurman, Donald Gene And	2609 Emery St
Shubbie, Sylvester	2604 W 84th St
King, David H., Jr.	2632 Quinton St
Burnom, Dexter Laverne	3907 Hearne Ave
Stutts, Chester J. & Lois Atherton Stutts	2609 Dupont St
Jefferson, Sammie And Lillie Jackson Jefferson	4002 Saint Vincent Ave
Potter, Kathleen Hillier	7940 Colquitt Rd
Boaz Tax Sale Properties	Po Box 850001
Weinreich, Elizabeth C.	36134 Mission Blvd
Baker, Arnold	3921 Velva Ave
Perkins, Dennis And Serena Lynn Venable Perkins	1105 Rathbun St
Velasco, Claudio Santiago	127 Miller St.
Taylor Made Real Estate Investments Llc	7585 La Hwy 1
Pyramid Real Estate Llc	2029 Pepper Ridge Dr
Athos, L.L.C.	563 Railsback St
Brown, Keith	Po Box 2704
Cody Investments, Llc 99% And	Po Box 72370
Wiggins, Shuntella	2513 Regent
Jdr Interests, Llc	C/O James Road
Harville, George	3102 Drexel St
Tswg Properties, Llc	5049 Longstreet Place
Young, Wilma Moore	570 Janet Ln
Night & Day Partners, Ltd	C/O Property Tax Dept.
Singh 2, Llc	2000 Old Minden Rd No. 216
Washington, Anthony	1516 Earl St
Andrew Kuhn Properties, Llc	C/O Wendys Property Tax
Hyatt, Inez	1314 Easy St
Tisby, Ronald Sadoris 1/2 And	1516 Doris St
Mooring Financial Corporation	Po Box 402931
Huckaby, Darlene Rivers	173 Wendy Ln
Living Epistle Church, The	3816 Virginia Ave
Stills, Jake And Marie Scott Stills	9631 Amblewood Ln
Arc Cafeusa001, Llc	C/O Vereit
Executive Used Cars And Finance, L.L.C.	5730 Rockcrest
J Payne Enterprises Llc	156 Clement Rd
Kennedy, Richard Delton And	Po Box 6497
Independent But Not Alone Inc	2620 Centenary Blvd Bldg 3
Caplinger, Johnnie	7593 Beebe Dr
Burnom, Dexter & Marilyn Burnom	4020 Hearne Ave
Moses, Chesley Neil	4032 Parkwood Dr
Holliday-Alford, Brondwyn	3824 Hearne Avenue
Cole, Anthony 50% And	339c Bayou Rd Saint
Roach, Sally Herring 1/2, Andrew Richard Houston	2721 Emery St
Tisby, Reginald Sadoris 1/2 And	1516 Doris Street
Bayou Classic Housing, Inc	2081 North Cross Dr
Chatman, Gregory Lamar	6409 Henderson St
Bowers, Anthony	7117 Bobtail Dr
Costella, Jo Ann	2631 Dupont St
Scott, Leroy H., Jr.	1049 Southfield Rd
Wiesner/Shadoin Properties, Llc	1030 Waters Edge Circle
Burnom, Dexter Laverne	3907 Hearne Ave
Orion 2015, Llc	1815 Benton Rd.

CITY	STATE	ZIP
Bossier City	La	71171
Shreveport	La	71109
Shreveport	La	71109-5821
Bossier City	La	71111-3516
Shreveport	La	71129
Shreveport	La	71103
Shreveport	La	71103
Shreveport	La	71103-4358
Benton	La	71006-9422
Shreveport	La	71103
Inglewood	Ca	90305-1838
Shreveport	La	71103
Shreveport	La	71103
Shreveport	La	71103-4315
Shreveport	La	71108-2527
Keithville	La	71047-7008
Orlando	Fl	32885-0001
Fremont	Ca	94536-1550
Shreveport	La	71109
Minden	La	71055-2227
Benton	La	71006-9532
Shreveport	La	71107
Shreveport	La	71115
Shreveport	La	71106
Cedar Hill	Tx	75106-2704
Bossier City	La	71172
Shreveport	La	71103
Shreveport	La	71106
Shreveport	La	71108-2064
Bossier City	La	71112
Shreveport	La	71106
Dublin	Oh	43017
Bossier City	La	71111
Shreveport	La	71108
Dublin	Oh	43017
Shreveport	La	71101
Shreveport	La	71108
Atlanta	Ga	30384-2931
Haughton	La	71037
Shreveport	La	71103-4354
Shreveport	La	71118
Phoenix	Az	85016
Shreveport	La	71119
Benton	La	71006
Bossier City	La	71171-6497
Shreveport	La	71104
Greenwood	La	71033-3318
Shreveport	La	71108
Shreveport	La	71119-6511
Shreveport	La	71103
Bernard	La	70085
Shreveport	La	71109-5811
Shreveport	La	71108
Shreveport	La	71107
Shreveport	La	71106
Shreveport	La	71129
Shreveport	La	71103
Shreveport	La	71106-1719
Shreveport	La	71118
Shreveport	La	71103
Bossier City	La	71111

Johnson, Nancy 1/3 Etal	2719 Quinton St
Leskov, Igor Leonidovich And Wendy Leskov	1531 Claiborne Ave
3 Jem Properties Llc	9451 Wrenwood Blvd
Morningstar Missionary Baptist Church Of	5340 Jewella Ave
Washington, Anthony	1516 Earl Street
Payne, J. Enterprises Llc	P.O. Box 213
Ragler, W. T. 1/2 And Sally Herring Roach 1/2	2804 Emery St
Selman's Enterprises, Inc.	6346 Garden Oaks Dr
A & T Capital Llc	Po Box 6155
Cyclone Assets/Bmo Harris	C/O Bmo 16
Flukers Development Group, Inc.	741 Kingridge Pl
Crager Properties, Inc.	10571 Pineview Cr
Alliance Holdings, Llc	Po Box 281856
Black Investments & Properties Llc	7630 Womack Rd
Poor Man's Properties, L.L.C.	2412 Benton Rd
Johnson, Robert M	2515 Fulton St.
Taylor Made Real Estate Investments, Llc	7585 La Hwy 1
Emily Trant	505 Travis Street Ste. 440
Yolanda Burnom	2800 Youree Drive St. 482
Steven Walpool	1902 Alabama Avenue

Shreveport	La	71109-5821	
Shreveport	La	71103	
Shreveport	La	71106	
Shreveport	La	71109	
Shreveport	La	71108	
Benton	La	71006	
Shreveport	La	71109-5814	
Shreveport	La	71129-3302	
Bossier City	La	71171	
Minneapolis	Mn	55480	
Shreveport	La	71108-6017	
Keithville	La	71047	
Atlanta	Ga	30384-1856	
Shreveport	La	71107	
Bossier City	La	71111-2304	
Shreveport	La	71103	
Shreveport	La	71107	
Shreveport	La		71101
Shreveport	La		71104
Shreveport	La		71109

21-219-C - Zoning Map Amendment (Rezoning)

Project Address Information:

Address: 2656 QUINTON ST
City: SHREVEPORT
State: LA
Zip:

Project Details:

Designation: City of Shreveport
Status: Open
Project Name: ALTERNATIVE INTERVENTIONS REZONING
Project Number: 21-219-C
Project Description:
Application Category: Planning Case - City
Parcel Legal Description: 0.265 ACS. M/L-LOT 2, CLAIBORNE SUBDIVISION UNIT NO. 3, SECTION 11, T17N, R14W, CADDO PARISH, LOUISIANA.
General Location of Property: North side of Quinton St., approx. 140' east of Hearne Ave.
Council: B - Fuller
Caddo Parish Commissioner District: 5 - Burrell
Request: R-2 to C-2
Proposed Use: Medical Office
Subdivision:

GEO Number: 171411114000200
Township: 17
Section: 11
Range: 14
Existing Zone: C-2

Project Fees:

Rezoning
Neighborhood Participation Plan

Contact information:

Applicant:			
	ALTERNATIVE INTERVENTIONS	YOLANDA BURNOM	2800 YOUREE DR STE 482 SHREVEPORT, LA 71104
	Mobile: (318) 458-9425	Home:	Office: (318) 869-1899
Architect:			
			, LA
	Mobile:	Home:	Office:
Business Owner:			
	ALTERNATIVE INTERVENTIONS	YOLANDA BURNOM	2800 YOUREE DR STE 482 SHREVEPORT, LA 71104
	Mobile: (318) 458-9425	Home:	Office: (318) 869-1899
Engineer:			
			, LA

Engineer:	Mobile:	Home:	Office:
Property Owner:			
		DEXTER LAVERNE BURNOM	2800 YOUREE DR STE 482 SHREVEPORT, LA 71103
	Mobile: (318) 458-9425	Home:	Office: (318) 869-1899



2656

PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION

21/03/2022



21/03/2022



21/03/2022



21/03/2022

CC3825

NOTICE TO THE PUBLIC

Control # 22113

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, May 4, 2022, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 21-219 C: 2656 QUINTON ST. Application by ALTERNATIVE INTERVENTIONS for approval to rezone property located on the North side of Quinton St., approx. 140' east of Hearne Ave., from R-2 Multi-Family Residential to C-2 Corridor Commercial, being more particularly described as 0.265 ACS. M/L-LOT 2, CLAIBORNE SUBDIVISION UNIT NO. 3, SECTION 11, T17N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF WEST 70TH STREET, APPROXIMATELY ONE THOUSAND FOUR HUNDRED FEET WEST OF WEST BERT KOUNS INDUSTRIAL LOOP, SHREVEPORT, CADDO PARISH, LA., **R-A RURAL-AGRICULTURAL ZONING DISTRICT TO I-2 HEAVY INDUSTRIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-A Rural-Agricultural Zoning District To I-2 Heavy Industrial Zoning District**

10.47 AC. M/L LOT 3, LESS ROADS & LESS R/W FOR EXPRESSWAY, FLOURNOY LANDS, SECTION 21, T17N, R15W, Caddo Parish, Louisiana.

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

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

22-23-C
MONA CARAWAY

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF WEST 70TH STREET, APPROXIMATELY ONE THOUSAND FOUR HUNDRED FEET WEST OF WEST BERT KOUNS INDUSTRIAL LOOP, SHREVEPORT, CADDO PARISH, LA., **R-A RURAL-AGRICULTURAL ZONING DISTRICT TO I-2 HEAVY INDUSTRIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

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22-23-C
MONA CARAWAY

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING MAY 4, 2022**

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Rachel Jackson
Fred Moss
Bill Robertson
Harold Sater

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Shari Culbert, Executive Assistant
Stephen Jean, Deputy Director
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Emily Trant, Planner II

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. SATER**.

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A motion was made by MR. ELBERSON, seconded by MR. MOSS, to approve the minutes of the April 6, 2022 public hearing as submitted.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: NONE. Absent: NONE

CONSENT AGENDA

PUBLIC HEARING

Mr. Clarke advised that the planner assigned to each case presented would speak briefly on the details of the case before the applicant comes forward.

CASE NO. 22-23-C ZONING REQUEST

Applicant: Mona Caraway
Owner: Mona Caraway
Location: 0 W 70TH ST (North side of W. 70th St, approx. 1,400' west of W Bert Kouns Industrial Loop)
Existing Zoning: R-A
Request: R-A to I-2
Proposed Use: Unspecified Industrial

Ms. Correa presented information from the case file for this case.

Representative &/or support:

Grace Eyler 126 Peterson Drive Benton, LA. 71006

draft

Ms. Eyler is one owner of this family owned property. The family would like to have the property rezoned because most of the properties in that area are zoned industrial.

Opposition:

There was no opposition present.

A motion was made by MS. JACKSON, seconded by MR. ELBERSON to APPROVE.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, & SATER and Mses. JACKSON Nays: NONE. Absent: ROBERTSON

STAFF REPORT – CITY OF SHREVEPORT

MAY 4, 2022

AGENDA ITEM NUMBER: 8
MPC Staff Member: Lauren Witt
City Council District: G/Jerry Bowman, Jr
Parish Commission District: 12/Epperson

CASE NUMBER 22-23-C: ZONING REQUEST

APPLICANT: MONA CARAWAY
OWNER: Mona Caraway
LOCATION: 7300 Blk of West 70th Street (North side of W. 70th Street, approx. 1,730 ft east of Westport Ave.)
EXISTING ZONING: R-A
REQUEST: R-A to I-2
PROPOSED USE: Industrial

DESCRIPTION: The applicant is requesting approval to change the zoning of a 10.47-acre tract of land from Rural-Agricultural (R-A) to Heavy Industrial (I-2). The applicant has no current development plans for the site. The zoning of this parcel prior to the adoption of the UDC was R-A(SPI-2), which included an Industrial Park Overlay. The adjacent properties are zoned C-4 to the east, R-A to the west, I-2 south of W. 70th St, and C-3 north of Westport Avenue.

There are no prior cases for this site. Relevant cases in the surrounding area include rezoning approvals from R-A to B-3, and R-A to I-1 (C-38-84, C-117-84, C-14-00)

Nearby neighborhoods include Greenwood Acres, Fox Crossing and Western Hills.

REMARKS: As stated in Article 4.5 of the Unified Development Code (UDC), I-2 is defined as *"The purpose of the I-2 Heavy Industrial Zoning District is to provide for a wide variety of general manufacturing, fabricating, processing, wholesale distributing and warehousing uses. Commercial uses and open storage of materials are allowed. The industrial uses include fabrication, warehousing and assembly-type manufacturing, as well as office and research and development facilities, which may result in some moderate external effects such as smoke, noise, glare or vibration, and typically include outdoor storage and related outdoor activities". The permitted by right uses in I-2 zoning district include Agriculture, Retail Sales of Alcohol-Beer/Wine, Animal Shelter – Operated by Public Authority, Automated Teller Machine - Standalone, Bus Transfer Station, Contractor Office, Food Truck and Trailer Vendor, Freight Terminal, Gas Station, Government Office, Industrial - Heavy, Industrial - Light, Lodge/Meeting Hall, Office, Public Safety Facility, Public Works Facility, Research and Development, Restaurant, Retail Goods Establishment, Salvage Yard, Self-Service Ice Vending Unit, Solar Farm, Soup Kitchen, Storage Yard - Outdoor, Truck Repair, Truck Stop, Utility, Vehicle Dealership – With Outdoor Storage/Display, Vehicle Operation Facility, Warehouse, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers) and Wireless Telecommunications – Modifications.*

STAFF REPORT – CITY OF SHREVEPORT

The property is currently adjacent to a parcel zoned C-4 with established heavy commercial uses. On the south side of W. 70th Street, I-2 zoning stretches from Bert Kouns Industrial Loop Expressway to the west side of Atkinson Drive. Additionally, two parcels west, there is currently I-2 zoning to the intersection of W. 70th Street and Westport Avenue. While there is existing undeveloped R-A zoning directly west of the subject parcel, it is unlikely that these parcels zoned R-A will be developed as rural agricultural uses given the heavy commercial and industrial uses established. Therefore, the applicant's request for I-2 zoning is consistent with the existing zoning and development trend in the area.

Based on aerial imagery of the surrounding area, the subject parcel is surrounded by a large commercial development to the east, which includes a large truck stop and travel center, truck dealer, and fast food restaurant. Additionally, the Prolec GE facility is located directly south, on the south side of West 70th Street. While the applicant is not proposing a development at this time, the uses allowed in the I-2 zoning district are compatible with the existing uses adjacent to the site.

The proposed zoning designation does vary slightly from the Future Land Use Map of the 2030 Great Expectations Master Plan, as the future land use of this parcel is designated General Commercial. However, it is important to note that the future land use of the area directly south of W 70th Street is Industrial, and developed as such. Additionally, as described in the Master Plan, the General Commercial future land use should be designed to accommodate pedestrians and bicyclists. This specific area of the City is between a state highway (511/W. 70th St.) and federal interstate (I-20), where pedestrian and bicyclist transportation is discouraged due to unsafe conditions. Finally, all uses established in the area, even those in the adjacent C-4 zoning, are heavier commercial or industrial uses, which are compatible with I-2 zoning. Therefore it is unlikely that this area will ever develop into commercial, multimodal sector of the City, as indicated in the Future Land Use Map.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on March 13, 2022 at 4:00 pm. Notification was sent to the neighboring areas in accordance with MPC policy, and there were no attendees present at the meeting.

STAFF

ASSESSMENT: **Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Rural Agricultural (R-A) to Heavy Industrial (I-2) is warranted.**

Alternately, based on of information provided at the public hearing the MPC may:

- a. Deny the requested zoning,**
- b. Approve a zoning district other than what is requested.**



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318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT: One person spoke in support. There were no opposition.

MPC BOARD

RECOMMENDATION: The Board voted 6-0 to recommend this application for approval

22-23-C

I-1 (PUD)

C-3

I-1

WASHINGTON

UE RENE

GREENWOOD

R-1-7

INTERSTATE 20
INTERSTATE 20

EXIT/INTERCHANGE
EXIT/INTERCHANGE ROADWAY

C-3

R-A

R-2

C-4

WESTPORT

R-A

R-A
to
I-2

I-2

70TH
70TH

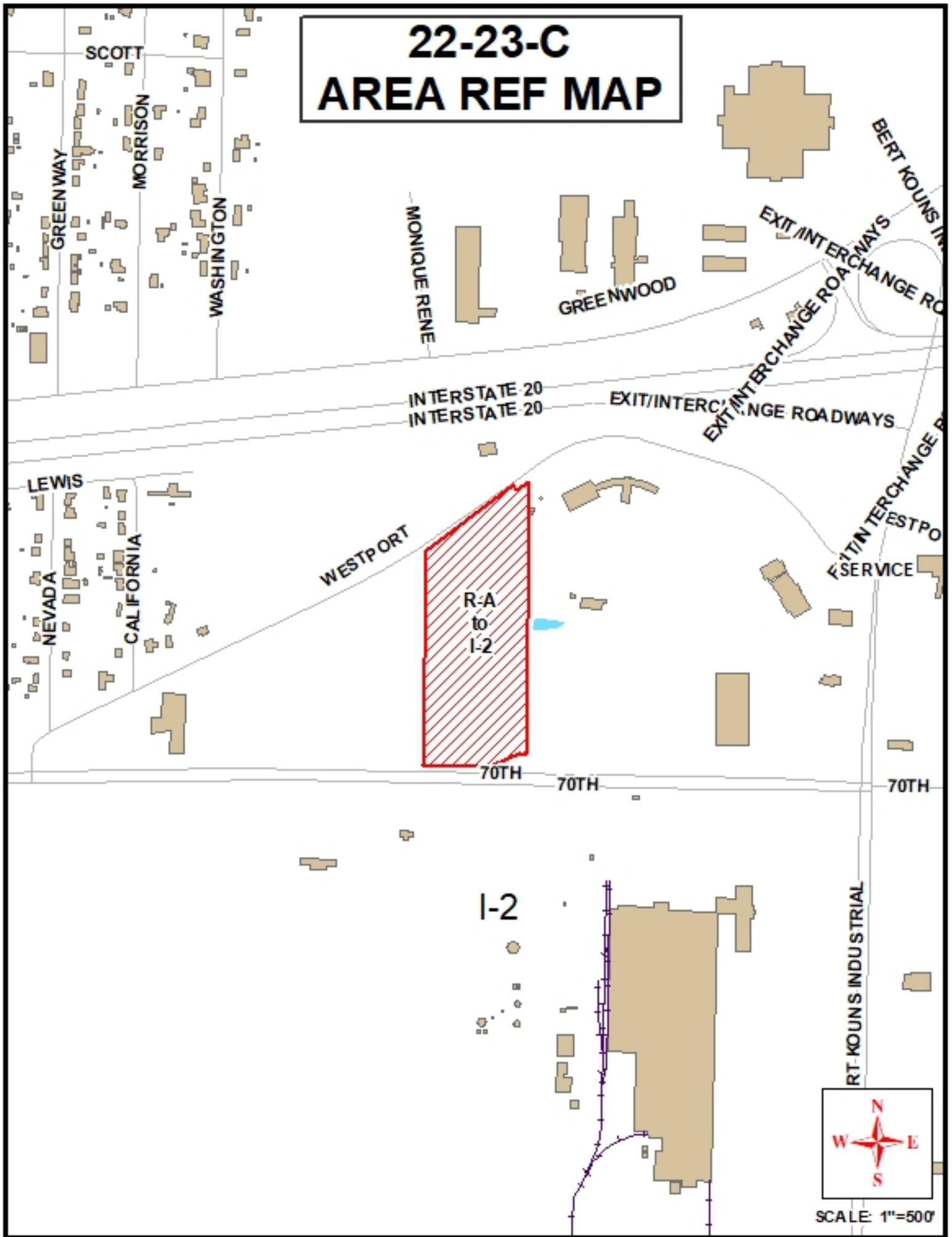
500' NOTIFICATION
AREA

I-2



SCALE: 1"=300'

22-23-C AREA REF MAP



SCALE: 1"=500'

PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION

03/24/2022



03/24/2022



03/24/2022



03/24/2022

OWNER	STREET AD	CITY	STATE	ZIP
Ltg Real Es	7300 Gree	Shreveport	La	71119
Caraway, N	3701 Thor	Shreveport	La	71104-4835
Metro-Shr	24601 Cen	Westlake,	Oh	44145
Hopkins, V	1845 Dubli	Vidor	Tx	77662-2903
Kenworth	3699 West	Gray	La	70359
Flournoy-C	Po Box 67	Shreveport	La	71136
Highway V	24601 Cen	Westlake,	Oh	44145
	6945			
	Nevada			
	Avenue			
Greenwoo		Shreveport	La	71129
Western H	8080 Cardi	Shreveport	La	71129
Western H	P.O. Box 1	Shreveport	La	71146
Western H	6303 Gilw	Shreveport	La	71119
Western H	4161 Soutl	Shreveport	La	71119
Emily Tran	505 Travis	Shreveport	La	71101

Grace Eyler
Flournoy lands, Sec 21 (17-21)
W. 70th St.
Shreveport, La 71129

To whom it may concern:

My three siblings and I own land on W. 70th St. It borders Kenworth of Louisiana to the west.

We have made application to get the zoning changed to Industrial from Agricultural/Residential. Because you are a nearby neighbor or are interested in the area, you are invited to a meeting where you can present questions or concerns on Sunday, March 13. There will be a sign in sheet to leave your contact information so you can be kept informed of any changes to the plans. This is a zoning change only that we are applying for.

The meeting will be held:

Sunday, March 13, 2022 @ 4:00 pm
Parking lot of Kenworth of Louisiana
7030 W. 70th St
Shreveport, La. 71129

Sincerely,

Grace Eyler
sdeyler@gmail.com

REPORT SUMMARY

NPP Report Summary.

• **Neighborhood Participation Plan Report**

(To Be Submitted to the MPC a Minimum of 2-weeks Prior to Public Hearing, as applicable)

Contact Name: Grace Eyer

Meeting Date: 3/13/22

Meeting Location: Kenworth of La. W. 70th St.

Meeting Start Time: 4:00 pm

Meeting End Time: 4:30 pm

Number of people in attendance: 4 - landowners only

Date of Filing of Land Use Application:

General Introduction: Please include information about who you reached out to for the meeting, communication outreach methods (letters, Facebook, emails, etc), what you were proposing at the time of the neighborhood meeting, the meeting format (PowerPoint, Q&A, Display Boards, etc), and who attended the meeting on behalf of the applicant (engineers, attorney, developer, property owner, etc). Additional information that you feel is important to include is welcomed.

Summary of Concerns and Issues Raised at the Meeting: Please list and respond to each one individually; include as many items that were discussed.

1. List question/concern/comment/request for changes to the proposed plans (none)
Applicant Response:

2. List question/concern/comment/request for changes to the proposed plans (none)
Applicant Response:

The following must be submitted a minimum of 2-weeks prior to the Public Hearing:

- Copy of the letter that was mailed to neighbors
- Meeting sign-in sheet
- Meeting minutes
- Copy of the plan that was presented at the neighborhood meeting (as applicable)

I, the undersigned, as the applicant or an authorized representative of the applicant do solemnly swear and attest that the information provided is true and accurate. I have included a complete record of the neighborhood meeting, as well as an honest response regarding the intentions for development.

Grace Eyer
Signature of Applicant or Authorized Representative

3/13/22
Date

Grace Eyer
Type or Print Name of Applicant or Authorized Representative

Grace Eyler
Flournoy lands, Sec 21 (17-21)
W. 70th St.
Shreveport, La 71129

To whom it may concern:

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The meeting will be held:

Sunday, March 13, 2022 @ 4:00 pm
Parking lot of Kenworth of Louisiana
7030 W. 70th St
Shreveport, La. 71129

Sincerely,

Grace Eyler
sdeyler@gmail.com

I, Grace Eyler, and my sister, Mona Caraway, were at Kenworth of La on Sunday, March 13, from 4:00 to 4:30 pm to be available to any nearby interested parties concerning the rezoning of our land on W. 70th Street. Sec 21 (17-¹⁵~~21~~). Our spouses were present also. Cards and a letter(s) were mailed according to the MPC policy to those that were in the neighboring areas. There was no one that showed during the 30 minutes that we were there.

Grace Eyler



Land Development

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318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY		
Date: <u>1/29/22</u> Planner: _____ Case No: _____ Application Fee: _____		
1. PROPERTY INFORMATION		
Project Name:	Associated Case:	
Project Address/Location:		
Current Zoning District:	Proposed Zoning District (if applicable):	Parcel Number(s): <u>171521001003000 RE</u>
2. CASE TYPE		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____
3. PARCEL DESCRIPTION		
(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description) <u>10.47 AC. N/W LOT 3, LESS ROADS & LESS R/W FOR EXPRESSWAY, FLOURNOY LANDS IN SEC. 21 (17-15) 171521-1-30</u>		
4. GENERAL LOCATION OF PROPERTY		
(street address and/or frontage, and distance to cross street) <u>Flournoy Lands, W. 70th St. 71129</u>		
5. PROPOSED USE OF THE PROPERTY		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial		
Provide a brief explanation, attach additional sheets, if necessary		



Land Development

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UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): <i>R-A</i>	Proposed Zoning District(s): <i>I-2</i>	Proposed Building Use(s):	
If more than one district, provide the acreage of each:		Existing Building(s) sq. ft. gross:	
Special Purpose Overlay District (if applicable):		Proposed Building(s) sq. ft. gross:	
Total Site Acres: <i>10.47</i>	Total sq. ft. gross (existing & proposed):		
Off-Street Parking Required:	Proposed height of building(s):	Number of stories:	
Off-Street Parking Provided:	Ceiling height of First Floor:		
8. DIMENSIONAL STANDARDS			
Lot Area (square footage):		Lot Coverage (Total Area in square feet):	
Lot Coverage Percentage of Total Lot Area:			
9. STORMWATER INFORMATION			
Existing Impervious Surface:	acres/square feet	Hazard Flood Area	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Impervious Surface:	acres/square feet	Red River	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cross Lake Watershed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Wetlands	<input type="checkbox"/> Yes <input type="checkbox"/> No



City of Shreveport | Caddo Parish

Metropolitan **Planning** Commission

UDC City of Shreveport
Revised August 21, 2020

Land Development

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

UDC DEVELOPMENT APPLICATION

10. CONTACT INFORMATION

**IMPORTANT
NOTE ABOUT
PROJECT
CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

APPLICANT CONTACT INFORMATION:

Check if Primary Contact

Name: MONA CARAWAY Company: _____
E-mail: mycaraway4@gmail.com Phone: 318-230-6382 Fax: _____
Address: 10173 TRAILRIDGE DR. City: SHREVEPORT State: LA Zip: 71106

ARCHITECT CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Check if Primary Contact

Name: MONA CARAWAY Company: _____
E-mail: mycaraway4@gmail.com Phone: 318-230-6382 Fax: _____
Address: 10173 TRAILRIDGE DR. City: SHREVEPORT State: LA Zip: 71106
Designee Contact Name: _____ Email Address: _____ Phone Number: _____

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

I will represent the application myself; OR I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Mona Caraway 1/24/22 Mona Caraway 1/24/22
Property Owner Signature Date Applicant Signature Date

Caddo Parish

Steve Prator - Sheriff/Tax Collector

501 Texas St. Room 101, Shreveport, LA 71101, (318) 681-0638

NEW PROPERTY SEARCH | PROPERTY INFO | RECEIPTS | DUPLICATE TAX STATEMENT

MENU

- Home
- Research Taxes

OWNERSHIP INFORMATION

Account #	Owner Name	Mailing Address	Legal Description
171521001003000RE	CARAWAY, MONA LOCKETT YOUNGBLOOD 1	10173 Trailridge Dr. 37015 Shreveport, LA THORNHILL AVE SHREVEPORT, LA 71104-4835 71106	0.47 AC. M/L LOT 3, LESS ROADS & LESS R/W FOR EXPRESSWAY, FLOURNOY LANDS IN SEC. 21 (17-15) 171521-1-30
Exempt Code	Adjudicated	Tax Sale	
N/A	No	No	

CC3825

NOTICE TO THE PUBLIC

Control # 22113

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, May 4, 2022, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-23 C: 0 W 70TH ST. Application by Mona Caraway for approval to rezone property located on the North side of W. 70th St, approx. 1,400' west of W Bert Kouns Industrial Loop, from R-A Rural Agricultural to I-2 Heavy industrial, being more particularly described as 10.47 AC. M/L LOT 3, LESS ROADS & LESS R/W FOR EXPRESSWAY, FLOURNOY LANDS, SECTION 21, T17N, R15W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED WEST OF THE CORNER OF WEST 71ST STREET AND SAINT VINCENT AVENUE, SHREVEPORT, CADDO PARISH, LA., R-1-7 to C-1, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7 Single-Family Residential Zoning District to C-1 Neighborhood Commercial Zoning District**

LOTS 71, 72 & E. 10 FT OF LOT 70, CEDAR GROVE ADDN., SECTION 25, T17N, R14W, Caddo Parish, Louisiana.

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

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

22-52-C
VICTOR CARMACK

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED WEST OF THE CORNER OF WEST 71ST STREET AND SAINT VINCENT AVENUE, SHREVEPORT, CADDO PARISH, LA., R-1-7 to C-1, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7 Single-Family Residential Zoning District to C-1 Neighborhood Commercial Zoning District**

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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.

22-52-C
VICTOR CARMACK

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING MAY 4, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, May 4, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met on May 4th for case manager presentations.

Members Present

Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rachel Jackson
Fred Moss
Bill Robertson
Harold Sater

Staff Present

Alan Clarke, Executive Director
Austin Chen, Planner I
Alice Correa, Planner III
Shari Culbert, Executive Assistant
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Emily Trant, Planner II

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. SATER**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MR. MOSS, to approve the minutes of the April 6, 2022 public hearing as submitted.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: NONE. Absent: NONE

CONSENT AGENDA

PUBLIC HEARING

Mr. Clarke advised that the planner assigned to each case presented would speak briefly on the details of the case before the applicant comes forward.

CASE NO. 22-52-C ZONING REQUEST

Applicant: Victor Carmack
Owner: Victor Carmack
Location: 233 W 71ST ST (West of the corner of W71st St & St Vincent Ave)
Existing Zoning: R-1-7
Request: R-1-7 to C-1
Proposed Use: Barber/Beauty Shop

Ms. Correa presented information from the case file for this case.

Representative &/or support:

Victor Carmack 253 W. 71st St Shreveport, LA. 71106

draft

Mr. Carmack gave a brief overview of the barber/beauty shop that he is proposing to establish.

Mr. Elberson asked Mr. Carmack if he currently operates a barbershop. Mr. Carmack stated that he did prior to the pandemic and that this establishment will be a relocation of a previously existing barbershop.

Ms. Jackson asked if Mr. Carmack was from the area of the proposed barbershop, he stated that he does.

Opposition:

There was no opposition present.

A motion was made by MR. MOSS, seconded by MS. JACKSON to APPROVE.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, & SATER and Mses. JACKSON Nays: NONE. Absent: ROBERTSON

STAFF REPORT – CITY OF SHREVEPORT

MAY 4, 2022

AGENDA ITEM NUMBER: 9
MPC Staff Member: Alice Correa
City Council District: F/James Green
Parish Commission District: 6/Steffon Jones

CASE NUMBER 22-52-C: **ZONING REQUEST**
APPLICANT: VICTOR CARMACK
OWNER: Victor Carmack
LOCATION: 233 W 71st St. (SW corner of W 71st St & St Vincent Ave)
EXISTING ZONING: R-1-7
REQUEST: R-1-7 to C-1
PROPOSED USE: Personal Service Establishment

DESCRIPTION: The applicant is requesting approval to change the zoning of a 0.38-acre property from Single-Family Residential (R-1-7) to Neighborhood Commercial (C-1) for a barber/beauty shop (Personal Service Establishment). Adjacent to the west and south, and across W 71st Street to the north are zoned R-1-7; and across St. Vincent Avenue to the east is Light Industrial (I-1).

There are no prior cases for this site. Nearby relevant cases include: approvals of rezoning to Buffer Business (B-1; C-1 under the Unified Development Code (UDC)) for an office and unspecified retail (C-90-82, C-14-86); approval of rezoning to Neighborhood Business (B-2; C-2 under the UDC) and Community Business (B-3; C-3 under the UDC for fast food restaurants (C-184-85, C-30-01); approval of rezoning to Heavy Industrial (I-2) and a Special Exception Use (SEU) for an oil plant (C-1-82, BAC-1-82); MPC approval for vehicle sales in B-2 (C-83-95); approval of a Special Use Permit (SUP) for a contractor office (20-108-C); approval of a SEU for a church (BAC-24-98); approvals of a SEU for beer sales and liquor sales (BAC- 124-97, BAC-110-15); denial of an SEU for liquor sales (BAC-19-94); denial of rezoning to B-3 for a fast food restaurant (C-12-01); and denial of a SUP for liquor sales (21-79-C).

Nearby neighborhoods include: Cedar Grove, Hollywood, Pierremont, South Highland, and West Cedar Grove.

REMARKS: As stated in Article 4.3 of the Unified Development Code (UDC), C-1 is defined as *"The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in character of the surrounding residential neighborhood. Residential dwelling units are allowed above the ground floor."* The permitted by right uses in C-1 zoning district include *Agriculture, Amusement Facility – Indoor, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Bus Transfer Station, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary, Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Government Office, Lodge/Meeting Hall, Medical/Dental*

STAFF REPORT – CITY OF SHREVEPORT

Office, Office, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant, Retail Goods Establishment, Soup Kitchen, Soup Kitchen - Accessory, Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications (Eligible Facility), Temporary Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in character of the surrounding residential neighborhood. It also is intended to serve as a transitional or buffer area between residential uses and heavier commercial and industrial uses. The subject property is a vacant lot at the edge of a single-family residential (R-1-7) neighborhood at the corner of the major thoroughfare of St. Vincent Avenue. Directly across St. Vincent Avenue is a large commercial/industrial area of General Commercial (C-3) and Light Industrial (I-1) zoning; one street to the north is the commercial corridor of W 70th Street which consists of zoning districts ranging from C-1 to C-3. Existing nearby uses include Fire Station #9, a large HVAC contractor office, an AT&T facility, a landscape contractor office, an auto upholstery and trim shop, a place of worship, a use vehicle dealership, a fast food restaurant, and an office. Thus, the proposed zoning and use would be compatible to the existing zoning and uses of area.

The Shreveport-Caddo 2030 Master Plan Future Land Use map shows the property at the border between Residential Low development, Neighborhood Commercial, and Light Industrial/Business Park areas. Although this specific property is in the Residential Low area, the likelihood of the property being developed residentially is very low due to its corner frontage on St. Vincent Avenue. While the proposed C-1 zoning does not directly align with the vision of the Master Plan, approval of the request would only shift the residential/commercial boundary by one property, it would serve as a transitional buffer between the residential and industrial properties, and it would bring a currently vacated property back into commerce, providing a neighborhood service to the community.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on March 28, 2022 at 5:30PM, with a total of four people were in attendance. The applicant explained his request and proposed use, to which the attendees responded with a statement of their support.

STAFF

ASSESSMENT: **Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Single-Family Residential (R-1-7) to Neighborhood Commercial (C-1) is warranted, due to compatibility with the surrounding area.**

Alternatively, based on information provided at the public hearing the MPC may:

1. Approve the rezoning request for a different zoning type.
2. Deny the zoning request.

STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT: One person spoke in support. There were no opposition.

MPC BOARD
RECOMMENDATION: The Board voted 6-0 to recommend this application for approval.

22-52-C

69TH

R-1-7

C-3

OS

C-3

C-2

70TH

70TH

C-1

R-1-7

C-3

71ST

I-1

R-1-7 to
C-1

72ND

C-1

DOWDELL

73RD

500' NOTIFICATION
AREA

ST. NENCENT

STARRIES INDUSTRIAL PARK

I-2

R-4

EXIT/INTERCHANGE ROADWAYS
INTERSTATE 49

EXIT/INTERCHANGE ROADWAYS



SCALE: 1"=200'

PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION







St. Vincent

STOP

MECHANICAL CONTRACTORS

OWNER

Wilson, Malcom Angelo
 Bristow & Williams, L.L.C.
 Shreveport, City Of
 Shreveport, City Of
 Fitzgerald Properties, L.L.C.
 Fitzgerald Properties, L.L.C.
 Wells, Donna Faye Samuel
 Ec Investments Of La Llc
 Fleming, William Earl And
 Auer Family Properties, L.L.C.
 Velasco, Jazmin
 Christlove International Christian Ministries
 Henderson Construction Services, Inc.
 Hamilton, Larry Edward, Sr.
 Robinson, Charles Davis, Jr. &
 Schwartz, Barbara Jean Dowden
 Sue And Roger Christian Properties, Llc
 Mitton, Catherine Linda Gagos
 Lucky Mustafa Llc
 Coleman, Donald Smith
 Robinson, Berneda Tyson
 Shepherdnsheep Theatrical Ministries, Inc.
 Reese, Jesse James, Jr.
 Anderson, Mike Properties, L.L.C.
 Ross, James Arnell
 Goldome Credit Corporation
 Hilbun, Ethel D. 3/4 & Ethel Marie Lane 1/4
 Baptist Church, New Light
 Brown Girl Enterprises Llc
 H2 Property Investments Llc
 West, Latoicha Monique Johnson
 Pouncy, Gladys B.
 Lewis, David, Jr.
 Mc Bryde, William Grady, Iii, Etal
 Lewis, Charles Delfard
 A Fanning Properties Llc
 Fitzgerald Leasing & Investments, Llc
 Samuel, David And Bernice Bloomer Samuel
 Williams, Terry Jackson
 Carmack, Victor Purcheon
 Cody Investments, Llc
 Kennedy, Sarah
 Vandiver Enterprises Ii Llc
 Lucas, Aristeo
 Mcgill, Randy W
 (P.S.) Bellsouth Telecommunications, Inc.
 Cedar Grove Neighborhood Association
 Hollywood Civic Club
 Emily Trant

STREET ADDRESS	CITY	STATE	ZIP	
8028 Parker Pl	Shreveport	La	71129	
642 Buckhead Cir	Shreveport	La	71115-3721	
1234 Texas Ave	Shreveport	La	71101-3345	
1234 Texas	Shreveport	La	71101	
7103 St. Vincent Ave.	Shreveport	La	71106	
7103 St. Vincent Ave.	Shreveport	La	71106	
269 W 71st St	Shreveport	La	71106-3701	
Po Box 6975	Shreveport	La	71106	
9402 Red Oak Ln	Shreveport	La	71106	
330 Marshall St. 8th Floor	Shreveport	La	71101	
158 East Prospect	Shreveport	La	71104	
9223 Dawn Ridge Dr	Shreveport	La	71118-2838	
208 W 70th St	Shreveport	La	71106-3716	
3927 Catherine St	Shreveport	La	71109-3217	
210 W 72nd St	Shreveport	La	71106	
10004 Thornwood Dr	Shreveport	La	71106-7649	
5722 Marina Bay Dr	Shreveport	La	71119	
252 W 71st St	Shreveport	La	71106-3702	
2277 Mill St	Ringgold	La	71068	
Po Box 5186	Shreveport	La	71135	
P O Box 497	Mansfield	La	71052	
Po Box 6414	Shreveport	La	71136-6414	
3519 Colquitt Rd	Shreveport	La	71118	
342 Cope Dr	Shreveport	La	71106-8244	
8036 Parker Pl	Shreveport	La	71129	
16875 W Bernardo Dr # 440	San Diego	Ca	92127-1675	
4052 White Oak Dr	Birmingham	Al	35243-5027	
2617 Corbitt St	Shreveport	La	71108	
1528 Stacey Dr	Baton Rouge	La	70815	
Po Box 5906	Shreveport	La	71135-5906	
273 W 71st St	Shreveport	La	71106-3701	
232 W 73rd St	Shreveport	La	71106-4202	
252 West 73rd Street	Shreveport	La	71106	
Fm Rd 2204 Box 6765	Kilgore	Tx	75662	
248 W 73rd St	Shreveport	La	71106-4202	
Po Box 6040	Shreveport	La	71136	
7103 St Vincent Av	Shreveport	La	71106	
248 W 71st St	Shreveport	La	71106-3702	
2021 Sherringham Ct	Shreveport	La	71118	
253 West 71st St	Shreveport	La	71106	
Po Box 72370	Bossier City	La	71172	
254 W 72nd St	Shreveport	La	71106	
3814 White Post Ct	Alexandria	Va	22304	
246 W 74th St	Shreveport	La	71106	
142 Eagan St	Shreveport	La	71101	
1155 Peachtree St Ne Rm 16h02	Atlanta	Ga	30309-7629	
7931 Thornhill Avenue	Shreveport	La		71106
4408 Rosary Lane	Shreveport	La		71108
505 Travis Street, Ste 440	Shreveport	La		71101

VICTOR CARMACK

DEAR NEIGHBOR

My company, **Vick's Barber and Beautie Shop**, owns vacant land at 233 West 71st Street, Shreveport, LA 71106. We'd like to open a new barber and beautie shop. Hours of operation will be 6:00 a.m. to 7:00 p.m. Tuesday through Saturday.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more what we propose, and present questions or concerns, Our application has to be heard by the Metropolitan Planning Commission and the City Council as we are required to do this before we can submit our application to the Metropolitan Planning Commission.

The meeting will take place:

Monday, March 28, 2022 at 5:30 P.M. on site at 233 West 71st Street Shreveport, LA 71106

At the meeting, I'll provide a sign in sheet to obtain email address to keep everyone updated if there are any changes to the project. If you are unable to attend and would like to receive info from the meeting. Please feel free to contact me via email. If you have any additional questions or comments, here's how to reach me. I hope to see you at the meeting.

Thanking you for time and cooperation in this matter.

Sincerely,

Victor Carmack
Victor Carmack8@Gmail.com

Land Development

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

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY

Date: 3/8/22 Planner: A. Correa Case No: 22-52-C Application Fee: \$ 800

1. PROPERTY INFORMATION

Project Name: Vick's Barber Shop + Salon Associated Case: 171425044007100
 Project Address/Location: 233 West 71st Street
 Current Zoning District: R-1-7 Residential Proposed Zoning District (if applicable): Cedar Grove addn 171 Parcel Number(s): Lots 71, 72, & E 10' of 70

2. CASE TYPE

- 171
- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) | <input type="checkbox"/> Planned Unit Development (PUD) | <input type="checkbox"/> Public Right-of-Way Closure and Abandonment |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Preliminary & Final Plat (7 or more lots) | <input type="checkbox"/> PUD Site Plan (Administrative) | <input type="checkbox"/> Site Plan Revision |
| <input type="checkbox"/> Final Plat (Less than 7 lots) | <input type="checkbox"/> Small Planned Unit Development (SPUD) | <input type="checkbox"/> Site Plan Modification |
| <input type="checkbox"/> Re-Plat | <input type="checkbox"/> Zoning Map Amendment and Site Plan | <input type="checkbox"/> Other: _____ |

3. PARCEL DESCRIPTION

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)
233 West 71st Street Shreveport La 171425044007100
Lots # 71, 72, & east 10 ft of lot 70 Cedar Grove addn 171

4. GENERAL LOCATION OF PROPERTY

(street address and/or frontage, and distance to cross street)
233 west 71st Street on the corner of St. Vincent

5. PROPOSED USE OF THE PROPERTY

- Single-Family Residential Multi-Family Residential Mixed-Use Townhouse Residential Duplex Residential Commercial Industrial

Provide a brief explanation, attach additional sheets, if necessary
Corner lot

Land Development

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

UDC DEVELOPMENT APPLICATION

10. CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

APPLICANT CONTACT INFORMATION:

Check if Primary Contact

Name: Victor P. Carmack Company: Vick's Barber Shop & Salon
 E-mail: VictorCarmack8@gmail.com Phone: (318) 422-1167 Fax: —
 Address: 253 W 71st Street City: Shreveport State: LA Zip: 71106

ARCHITECT CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Check if Primary Contact

Name: Victor P. Carmack Company: Vick's Barber Shop & Salon
 E-mail: VictorCarmack8@gmail.com Phone: (318) 422-1167 Fax: —
 Address: 253 W. 71st Street City: Spport State: LA Zip: 71106
 Designee Contact Name: _____ Email Address: _____ Phone Number: _____

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

I will represent the application myself; OR I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Victor P. Carmack
 Property Owner Signature

Date

Victor P. Carmack
 Applicant Signature

Date

Land Development

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

UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s):	Proposed Zoning District(s):	Proposed Building Use(s):	
<i>If more than one district, provide the acreage of each:</i>		Existing Building(s) sq. ft. gross:	
Special Purpose Overlay District (if applicable):		Proposed Building(s) sq. ft. gross:	
Total Site Acres:		Total sq. ft. gross (existing & proposed):	
Off-Street Parking Required:		Proposed height of building(s):	Number of stories:
Off-Street Parking Provided:		Ceiling height of First Floor:	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage):		Lot Coverage (Total Area in square feet):	
Lot Coverage Percentage of Total Lot Area:			
9. STORMWATER INFORMATION			
Existing Impervious Surface:	acres/square feet	Hazard Flood Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Impervious Surface:	acres/square feet	Red River	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cross Lake Watershed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CC3825

NOTICE TO THE PUBLIC

Control # 22113

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, May 4, 2022, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-52-C: 233 W 71ST ST. Application by Victor Carmack for approval to rezone property located on the West of the corner of W71st St & St Vincent Ave, from R-1-7 Single Family Residential to C-1 Neighborhood Commercial being more particularly described as LOTS 71, 72 & E. 10 FT OF LOT 70, CEDAR GROVE ADDN., SECTION 25, T17N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED SOUTHWEST CORNER OF WALLACE AVENUE AND WEST 72ND STREET, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO R-2 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7 Single-Family Residential Zoning District To R-2 Multi-Family Residential Zoning District**

LOT 68, BLK D, OAKMONT SUB., Section 26, R17W, T14N, Caddo Parish Louisiana.

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

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

22-66-C
UNDDA DOG APPAREL COMPANY

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING MAY 4, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, May 4, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met on May 4th for case manager presentations.

Members Present

Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rachel Jackson
Fred Moss
Bill Robertson
Harold Sater

Staff Present

Alan Clarke, Executive Director
Austin Chen, Planner I
Alice Correa, Planner III
Shari Culbert, Executive Assistant
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Emily Trant, Planner II

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. SATER**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MR. MOSS, to approve the minutes of the April 6, 2022 public hearing as submitted.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: NONE. Absent: NONE

CONSENT AGENDA

PUBLIC HEARING

Mr. Clarke advised that the planner assigned to each case presented would speak briefly on the details of the case before the applicant comes forward.

CASE NO. 22-66-C ZONING REQUEST

Applicant: Undda Dog Apparel Company
Owner: SANTANA F. THRASYBULE
Location: 7206 WALLACE AVE (SW corner of Wallace Ave and W 72nd St)
Existing Zoning: R-1-7
Request: R-1-7 to R-UC
Proposed Use: Dwelling - Multi-Family

Mr. Chen presented information from the case file for this case.

Representative &/or support:

draft

Santana Thrasybule 235 W. Van Buran St. Chicago, Il. 60607

Mr. Thrasybule the owner of the property. He is a native of the area and would like to construct duplex homes. Mr. Moss asked if this would be his first project, Mr. Thrasybule confirmed that it would.

Opposition:

There was no opposition present.

A motion was made by MR. MOSS, seconded by MS. JACKSON to APPROVE.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, & SATER and Meses. JACKSON Nays: NONE. Absent: ROBERTSON

STAFF REPORT – CITY OF SHREVEPORT

MAY 4, 2022

AGENDA ITEM NUMBER: 10
MPC Staff Member: Austin Chen
City Council District: F/Green
Parish Commission District: 6/Jones

CASE NUMBER 22-66-C: **ZONING REQUEST**

APPLICANT: UNDDA DOG APPAREL COMPANY
OWNER: UNDDA DOG APPAREL COMPANY
LOCATION: 7206 WALLACE AVE (SW corner of Wallace Ave and W 72nd St.)
EXISTING ZONING: R-1-7
REQUEST: R-1-7 to R-UC
PROPOSED USE: Dwelling - Multi-Family

DESCRIPTION: The applicant is requesting rezoning of a 0.57-acre tract of land from R-1-7 (Single-family Residential) to R-UC (Urban Core Residential) for Dwelling - Multi-Family. Adjacent to the North, South and West are zoned R-1-7; Cross Wallace Ave is zoned R-3 (Multi-family Residential).

There is no previous case associated with this property. Nearby relevant cases include: approval of rezoning to R-3 (Multi-family Residence) for an apartment units (C-946), approval of rezoning to B-3 for a Shopping Center (C-776); a parking lot and future used car dealership (C-3-18); an Outside display of pools and spas (C-169-83).

Nearby neighborhoods include: Central Business District, Highland, Ledbetter Heights, Stoner Hill.

REMARKS: The applicant is requesting rezoning of a 0.57-acre tract of land from R-1-7 (Single-family Residential) to R-UC (Urban Core Residential) for Dwelling - Multi-Family. In reviewing historical photographic imagery, it appears that the property has been vacant since approximately 1985.

As stated in Article 4.2 of the Unified Development Code (UDC), R-UC is defined as "The R-UC Urban Core Residential Zoning District is intended to provide for a denser neighborhood environment of single-family detached and attached, and two-family dwellings on lots with a small lot size to encourage redevelopment of neighborhoods located within or in close proximity to the urban core of the City of Shreveport. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted." The permitted by right uses in R-UC zoning district include Agriculture, Bus Transfer Station, Community Center, Community Garden, Day Care Home, Dwelling – Townhouse, Dwelling - Single-Family Detached, Dwelling – Single-Family Attached, Dwelling - Two-Family, Educational Facility - Primary or Secondary , Group Home, Place of Worship, Public Park, Soup Kitchen, Accessory, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications , Farmers' Market, Temporary Outdoor Events and Temporary Subdivision Sales Office.

The subject property is in a large area of a mixed-use of residential and commercial and is surrounded by R-1-7 Single-family Residential districts, R-3 Multi-family Residential districts, and C-

STAFF REPORT – CITY OF SHREVEPORT

3 General Commercial districts. The subject property is located across the street from an existing large apartment complex, and the local community has numerous vacant buildings and lands in the immediate vicinity. Development of the subject vacant lots could be a positive impact on the community. Several businesses near the subject property include multi-family apartments, furniture sales, church, convenience stores, restaurant, and gas station. All the possible R-UC uses are compatible with what exists in the area, approval of rezoning to R-UC would not introduce incompatible uses into the area.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zoned Residential Low. The R-UC Urban Core Residential Zoning District is intended to provide for a denser neighborhood environment of single-family detached and attached, and two-family dwellings on lots with a small lot size to encourage redevelopment of neighborhoods located within or in close proximity to the urban core of the City of Shreveport, R-UC would allow for a slightly denser neighborhood environment without introducing highly dense multi-family development on the west side of Wallace Avenue. Chapter 11 of the master plan identifies this area as a Revitalization Area. The revitalization neighborhoods correspond to areas where adjudicated properties are concentrated and are within CDBG-eligible census tracts. Therefore, the R-UC would be consistent with the intentions of the Master Plan.

Per UDC requirements, the applicant hosted a neighborhood participation meeting at 5:30 PM on April 18, 2022, to present their proposed operation to interested parties. No one attended the meeting; therefore, there was no opposition stated during the meeting.

Field observations revealed on April 14, 2022; The subject property is in a community with numerous vacant lands and houses. There is no visual evidence of any recent significant investment or reinvestment in single family area surrounding the subject site. The site is adjacent to the street and the land is relatively levelled, it's suitable for small scale residential development.

STAFF

ASSESSMENT: **Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval R-1-7 (Single-family Residential) to R-UC (Urban Core Residential) is warranted, due to the compatibility with the surrounding area.**

Alternatively, based on information provided at the public hearing the MPC may:

1. Approve the rezoning request for a different zoning type.
2. Deny the zoning request.



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

STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT: One person spoke in support. There were no opposition.

MPC BOARD

RECOMMENDATION: The Board voted 6-0 to recommend this application for approval

22-66-C

C-2

C-3

C-3

C-2

I-1

C-3

R-1-7

R-1-7

R-1-7
to
R-UC

R-3

R-1-7

500' NOTIFICATION
AREA



SCALE: 1"=200'

22-66-C AREA REF MAP

R-1-7
to
R-UC



SCALE: 1"=500'



PEARL

R E S I D E N C E

S H R E V E P O R T , L A



PEARL

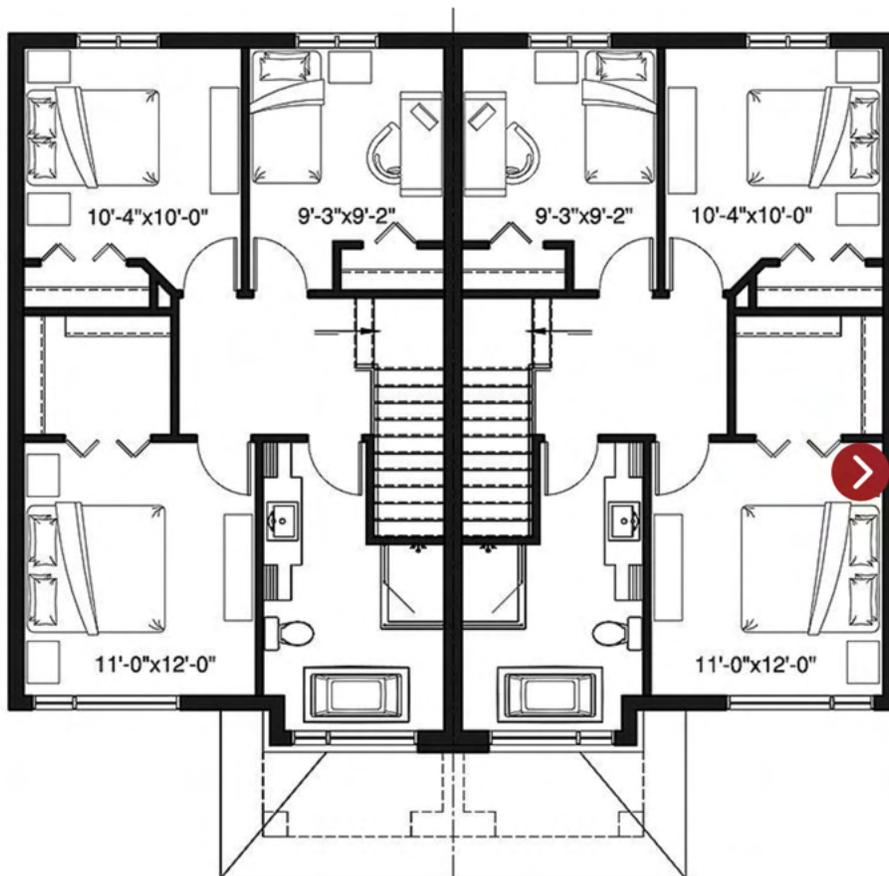
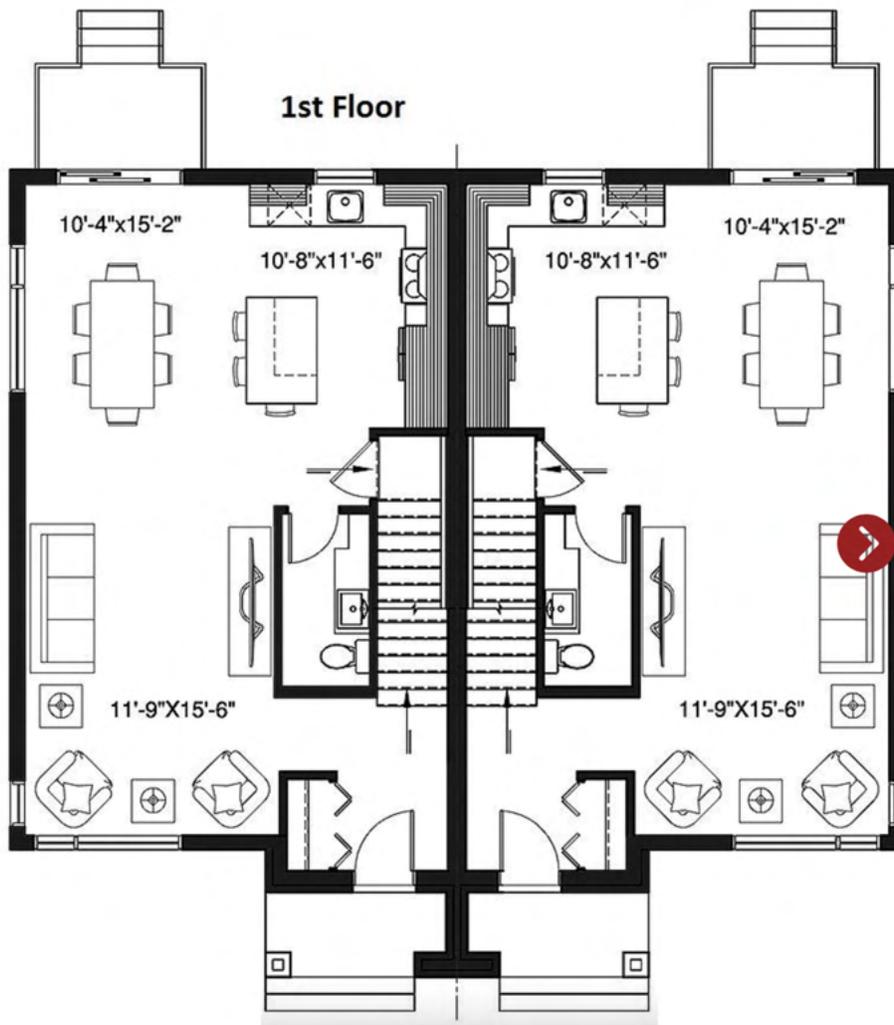
R E S I D E N C E

S H R E V E P O R T , L A

Corner of: **Wallace Avenue and 72nd Street**

TRENDY MODERN TWO-STORY DUPLEX







PEARL

R E S I D E N C E

S H R E V E P O R T , L A

- **Size:** 2,760 SQFT Build / Adjustable To City Regulations
- **2 Units:** 2 Floors / Depth 34' / Width 42'
- **Features:** 3 Bedrooms, 1.5 Baths, Kitchen Island, Open Concept Dining Room & Living Room, Front Sheltered Balcony, Landscaping, Waste MGMT, and Parking.
- **Location:** Corner of Wallace Ave & 72nd St. / Cedar Grove
- **Community Dev Dept:** Cedar Grove neighborhoods are a distinct area of redevelopment interest by the city. In discussion for assistance with resources.

OWNER	STREET AD	CITY	STATE	ZIP
Red River \	1961 Airlin	Bossier Cit	La	71112-2448
Godfrey, G	714 W 73r	Shreveport	La	71106-3506
Turner, De	2719 Amh	Shreveport	La	71108
Simton, Ch	526 W 74tl	Shreveport	La	71106-3604
Orion 201	1815 Bent	Bossier Cit	La	71111
Terry, Fabi	1420 Hidd	Dallas	Tx	75241
Smith Posi	5992 Cana	Shreveport	La	71107
Williams, \	661 W 71s	Shreveport	La	71106-2901
Boles, Frar	4137 San J	Shreveport	La	71109
Jazmynren	1168 Pelic	Shreveport	La	71106
Chism, She	725 W 74tl	Shreveport	La	71106
Wilson, To	185 Bossie	Bossier Cit	La	71111
F & B Alter	4427 Your	Shreveport	La	71105
Oakcrest P	3466 High	Stonewall	La	71078
Smith, Ivar	Po Box 522	Granbury	Tx	76049
Ester, Abra	728 W 72n	Shreveport	La	71106-3504
Shipp, Add	710 W 73r	Shreveport	La	71106-3506
Gosey, Alb	718 W 71s	Shreveport	La	71106-3502
Michaels, J	705 West	Shreveport	La	71106
Coleman, I	617 W 74tl	Shreveport	La	71106-3605
White Oak P	O Box 72	Bossier Cit	La	71172
Hubbard, J	610 West	Shreveport	La	71106
Wildes Llc	9896 Deep	Shreveport	La	71118
Restored I	Po Box 637	Bossier Cit	La	71171
Rusley, Co	807 Pine T	Shreveport	La	71106
Orion 201	Po Box 723	Bossier Cit	La	71172
Roberts, Jc	Po Box 181	Shreveport	La	71138-1154
Mark, Har	623 W 71s	Shreveport	La	71106-2901
Bezucha, J	3118 Cent	Shreveport	La	71104
La Investm	337 Winslc	Long Beach	Ca	90814-3211
Galloway, !	714 W 74tl	Shreveport	La	71106-3608
Zydeco #1	(P.O. Box 7	Bossier Cit	La	71172
Dontia Pro	463 Railsb	Shreveport	La	71106
Mississippi	Po Box 952	Natchez	Ms	39121-0952
Cypress Re	1815 Bent	Bossier Cit	La	71111
Central Prc	405 N 115t	Omaha	Ne	68154-2507
Wright, Ch	609 W 74tl	Shreveport	La	71106
Thomas, B	607 W 71s	Shreveport	La	71106-2901
Darrick D	S.P.O. Box 1	Shreveport	La	71138
Clayton, G	529 W 74tl	Shreveport	La	71106-3603
Moore, Sp	240 Presto	Shreveport	La	71105
Roque, Ed	2801 West	Shreveport	La	71109
Mcreynold	718 W 74tl	Shreveport	La	71106
Roberson,	2520 Deas	Bossier Cit	La	71111-5941
White Oak	Po Box 605	Shreveport	La	71136-6059
Ricou, Den	910 Pierre	Shreveport	La	71106

Quinn Resi 318 Oneor Shreveport La	71106
Rtc Leasing 7214 Clift / Shreveport La	71106-3518
Wilson, Lul 610 W 73r Shreveport La	71106-2906
Stringer, Jæ Po Box 121 Longview Tx	75607-2127
Chandler, I P.O. Box 6 Shreveport La	71136
Blundell, G P.O. Box 7 Bossier Cit La	71172
Pintail Hol Po Box 27C Cedar Hill Tx	75106-2704
Brown, Kei 522 W 74tl Shreveport La	71106-3604
Dinkins, Bæ 218 Brumlk Duson La	70529
P & G Real 600 W 72n Shreveport La	71106-2904
Jones, Larr 710 West 7 Shreveport La	71106
Smith, Dek 6323 Trailv Shreveport La	71119
Robinson, Po Box 141 Minneapol Mn	55480
Eastern Pr 1118 S Sair Dallas Tx	75217-9005
Gaston, Pe 722 W 74tl Shreveport La	71106-3608
Morris, Cel 9815 Hom Shreveport La	71119
Smith, Josi P O Box 12 Longview Tx	75607
Chandler, I 812 Eds Bl Shreveport La	71107
Mitchell Fæ 424 Homal Shreveport La	71106-7547
Berly, Harr 532 Chamç Shreveport La	71108-4014
Family Fed 9815 Hom Shreveport La	71119
Garner, Ro 529 W 74tl Shreveport La	71106
Clayton, G 702 W 71s Shreveport La	71106
Union Spri 5219 N Ma Shreveport La	71107-2803
Zoe Home 825 Cardin Shreveport La	71105-2209
Cole, Done Po Box 144 Monroe La	71207
Noren Proj 2520 Deas Bossier Cit La	71111-5941
White Oak 3814 Whit Alexandria Va	22304
Vandiver E 616 W 73r Shreveport La	71106-2906
Woodard, 300 Bental Bossier Cit La	71111-4704
Ab Glen Pr 7631 Whit Shreveport La	71129
Marcus, Jo 718 W 71s Shreveport La	71106-3502
United Tax 8620 Dowc Shreveport La	71106-5518
Cash, Floyc 1129 Boon Bossier Cit	y La 71112
Rivera, Chr 1008 Profe Shreveport La	71105
J L Homes, 509 W 74tl Shreveport La	71106-3603
Black, Hen 518 W 74tl Shreveport La	71106-3604
Stringer, Læ 615 West 7 Shreveport La	71106
Mendoza, 330 Marsh Shreveport La	71101
Auer Famil 621 W 72n Shreveport La	71106
Dubon, Shæ 602 W 71s Shreveport La	71106-2902
Amar Shre 7111 Unioi Shreveport La	71106
Samuels, R Po Box 325 Justin Tx	76247
1st Pharmæ P O Box 29 Shreveport La	71149
Eiland, Vict 2081 Nortl Shreveport La	71107
Bayou Clas 607 W 71s Shreveport La	71106-2901
Skye Of Sh 6610 Cana Shreveport La	71108

Williams, C 652 W 71s Shreveport La	71108
Naeem, M 1432 Brool Carrollton Tx	75007-6032
Potter, Lec 525 W 74tl Shreveport La	71106
Mims, Har 318 Oneor Shreveport La	71106
Crager Pro 6192 Pebb Shreveport La	71129
Dunn, Davi 1815 Bent Bossier Cit La	71111
Missionary Po Box 281 Atlanta Ga	30384-1856
Vf Tax Llc 9 7132 Bran Shreveport La	71108-4904
Ali, Liaqat 2081 N Crc Shreveport La	71107
Bayou Clas 5720 S Lak Shreveport La	71119
Vaughn, Jir 617 West 7 Shreveport La	71106
Hamilton, . 725 West 7 Shreveport La	71106
Chism, She 725 W 73r Shreveport La	71106-3505
Brown, Jus Po Box 697 Shreveport La	71136
Giles, Roxi 7593 Beeb Greenwoo La	71033-3318
Caplinger, 21371 Trel Montgome Tx	77339
Horn, And 3698 Shan Shreveport La	71129-9135
Noble, Dol 500 Volvo Chesapeak Va	23320
Family Dol 142 Wend Stonewall La	71078-4438
Baskin, Fra 142 Wend Stonewall La	71078-4438
Walter F Jc 505 Travis Shreveport La	71101
Steffon Jor 7931 Thor Shreveport La	71106

Dear Neighbor:

My company, Undda Dog Company, owns vacant land at 7206 Wallace Avenue. We'd like to build a new 8-unit apartment building. It would be a new living space for Shreveport residents. The building plan features 2 bedrooms and one bath with 953 sqft in each unit. All have a great kitchen with a large island, open to the dining and living room.

The site is located in an R-1-7 Residential Zoning District, where a multi-family structure is not allowed, according to Article 5, Section 5.2 (Table 5-1) of the Unified Development Code. Therefore, we are applying for a zoning change to a R-2 Multi-Family Residential District in order to build a multi-family apartment building. The site will be a four-story residential structure with a combined square footage of 7,624 square feet. On-sight parking will be provided for residence of this building and no variance or waivers are required.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application has to be heard by the Metropolitan Planning Commission and the City Council and we are required to do this before we submit our application to the Metropolitan Planning Commission.

The meeting will take place:

Monday, April 18th, 2022 at 5:30 pm
Shreveport Public Assembly & Recreation, at 505 Travis Street, Suite 550. Shreveport, LA 71101

At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you are unable to attend and would like to receive info from the meeting, please feel free to contact me. If you have any additional questions or comments, here's how to reach me. I hope to see you at the meeting on April 18th.

Sincerely,

Santana Thrasybule

SantanaThrasybule@gmail.com

PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION





Lynwood Homes
118-000-1212
1180 Riverside Ave., Birmingham, AL 35209
Division of Housing Services

4
08 18

FIRE LANE NO PARKING



22-66-C - Zoning Map Amendment (Rezoning)

Project Address Information:

Address: 7206 WALLACE AVE
City: SHREVEPORT
State: LA
Zip: 71115

Project Details:

Designation: City of Shreveport
Status: Open
Project Name: Pearl Residence
Project Number: 22-66-C
Project Description:
Application Category: Planning Case - City
Parcel Legal Description: LOT 68, BLK D, OAKMONT SUB., Section 26, R17W, T14N, Caddo Parish Louisiana.

LOT 69, BLK D, OAKMONT SUB

LOTS 70 & 71, BLK. D. OAKMONT SUBN. Section 26, R17W, T14N, Caddo Parish Louisiana.

General Location of Property: SW corner of Wallace Ave and W 72nd St
Council: F - Green
Caddo Parish Commissioner District: 6 - Cawthorne
Request: R-1-7 to R-2
Proposed Use: Dwelling - Multi-Family
Subdivision:

GEO Number: 171426028006800
Township:
Section: 26
Range: 17-14
Existing Zone: R-2

Project Fees:

Rezoning
Neighborhood Participation Plan

Contact information:

Applicant:			
	Undda Dog Apparel Company	Santana Thrasybule	235 W Van Buren Street APT. 3815 Chicago, IL 60607
	Mobile: (469) 835-5176	Home:	Office:
Architect:			
			,
	Mobile:	Home:	Office:
Business Owner:			
	Undda Dog Apparel Company	Santana Thrasybule	235 W Van Buren Street APT. 3815 Chicago, IL 60607

Business Owner:	Mobile: (469) 835-5176	Home:	Office:
Engineer:			
			,
	Mobile:	Home:	Office:
Property Owner:			
		SANTANA F. THRASYBULE	235 W Van Buren Street APT. 3815 Chicago, IL 60607
	Mobile: (469) 835-5176	Home:	Office:

CC3825

NOTICE TO THE PUBLIC

Control # 22113

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, May 4, 2022, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-66-C: 7206 WALLACE AVE. Application by Undda Dog Apparel Company for approval to rezone property located on the SW corner of Wallace Ave and W 72nd St, from R-1-7 Single Family Residential to R-2 Multi-Family Residential, being more particularly described as LOT 68, BLK D, OAKMONT SUB., Section 26, R17W, T14N, Caddo Parish Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED SOUTHWEST CORNER OF WALLACE AVENUE AND WEST 72ND STREET, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO R-2 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7 Single-Family Residential Zoning District To R-2 Multi-Family Residential Zoning District**

LOT 68, BLK D, OAKMONT SUB., Section 26, R17W, T14N, Caddo Parish Louisiana.

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

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

22-66-C
UNDDA DOG APPAREL COMPANY

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF WEST 70TH STREET, APPROXIMATELY SEVEN HUNDRED SIXTY FEET EAST OF DINKINS DRIVE, SHREVEPORT, CADDO PARISH, LA., **FROM C-4 HEAVY COMMERCIAL ZONING DISTRICT TO I-1 LIGHT INDUSTRIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-4 Heavy Commercial Zoning District To I-1 Light Industrial Zoning District**

4 ACS. M/L - FROM THE SE COR. OF SEC. 20 (17-15) RUN N. 24.52 FT., THENCE N. 89 DEG. 38 MIN. 41 SEC. W. 660.52 FT., THENCE N. 89 DEG. 43 MIN. 54 SEC. W. ALONG N. R/W OF W. 70TH ST. 677.18 FT., THENCE N. 73 DEG. 45 MIN. 52 SEC. W. 103.3 FT., THENCE S. 77 DEG. 15 MIN. 36 SEC. W. 103.3 FT. TO P.O.B., THENCE S. 89 DEG. 49 MIN. 23 SEC. W. 188.48 FT., THENCE N. 00 DEG. 05 MIN. 39 SEC. E. 748.43 FT. TO S'LY R/W OF I-20, THENCE N. 82 DEG. 54 MIN. 22 SEC. E. 272.68 FT., THENCE S. 08 DEG. 22 MIN. 10 SEC. E. 142.14 FT., THENCE S. 10 DEG. 01 MIN. 00 SEC. W. 213.65 FT., THENCE N. 88 DEG. 17 MIN. 42 SEC. W. 61.17 FT., THENCE S. 00 DEG. 38 MIN. 11 SEC. W. 432.56 FT. TO P.O.B., SECTION 20, T17N, R15W, Caddo Parish, Louisiana.

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

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

22-67-C
ALLIANCE TANK LINES, LLC

ORDINANCE NO. ____ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF WEST 70TH STREET, APPROXIMATELY SEVEN HUNDRED SIXTY FEET EAST OF DINKINS DRIVE, SHREVEPORT, CADDO PARISH, LA., **FROM C-4 HEAVY COMMERCIAL ZONING DISTRICT TO I-1 LIGHT INDUSTRIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-4 Heavy Commercial Zoning District To I-1 Light Industrial Zoning District**

4 ACS. M/L - FROM THE SE COR. OF SEC. 20 (17-15) RUN N. 24.52 FT., THENCE N. 89 DEG. 38 MIN. 41 SEC. W. 660.52 FT., THENCE N. 89 DEG. 43 MIN. 54 SEC. W. ALONG N. R/W OF W. 70TH ST. 677.18 FT., THENCE N. 73 DEG. 45 MIN. 52 SEC. W. 103.3 FT., THENCE S. 77 DEG. 15 MIN. 36 SEC. W. 103.3 FT. TO P.O.B., THENCE S. 89 DEG. 49 MIN. 23 SEC. W. 188.48 FT., THENCE N. 00 DEG. 05 MIN. 39 SEC. E. 748.43 FT. TO S'LY R/W OF I-20, THENCE N. 82 DEG. 54 MIN. 22 SEC. E. 272.68 FT., THENCE S. 08 DEG. 22 MIN. 10 SEC. E. 142.14 FT., THENCE S. 10 DEG. 01 MIN. 00 SEC. W. 213.65 FT., THENCE N. 88 DEG. 17 MIN. 42 SEC. W. 61.17 FT., THENCE S. 00 DEG. 38 MIN. 11 SEC. W. 432.56 FT. TO P.O.B., SECTION 20, T17N, R15W, Caddo Parish, Louisiana.

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

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

22-67-C
ALLIANCE TANK LINES, LLC

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING MAY 4, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, May 4, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met on May 4th for case manager presentations.

Members Present

Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rachel Jackson
Fred Moss
Bill Robertson
Harold Sater

Staff Present

Alan Clarke, Executive Director
Austin Chen, Planner I
Alice Correa, Planner III
Shari Culbert, Executive Assistant
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Emily Trant, Planner II

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. SATER**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MR. MOSS, to approve the minutes of the April 6, 2022 public hearing as submitted.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. JACKSON & NEUBERT Nays: NONE. Absent: NONE

CONSENT AGENDA

PUBLIC HEARING

Mr. Clarke advised that the planner assigned to each case presented would speak briefly on the details of the case before the applicant comes forward.

CASE NO. 22-67-C Zoning Request

Applicant: Alliance Tank Lines, LLC
Owner: WINNER'S CIRCLE INTERNATIONAL INC.
Location: 50610 NONE (North side of W 70th St., approx. 760' east of Dinkins Dr)
Existing Zoning: C-4
Request: C-4 to I-1
Proposed Use: Truck Repair

Ms. Correa presented information from the case file for this case.

Representative &/or support:

Chad Moran 150 Industrial Ave. Natchitoches, La. 71457

draft

Mr. Moran stated that he has an existing truck repair shop in Natchitoches. He has a growing cliental in Shreveport and is proposing to open a second location here.

Opposition:

There was no opposition present.

A motion was made by MR. ELBERSON, seconded by MS. JACKSON to APPROVE.

The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, & SATER and Mses. JACKSON Nays: NONE. Absent: ROBERTSON

STAFF REPORT – CITY OF SHREVEPORT

MAY 4, 2022

AGENDA ITEM NUMBER: 11

MPC Staff Member: Lauren Witt

City Council District: G/Jerry Bowman, Jr

Parish Commission District: 12/Epperson

CASE NUMBER 22-67-C: ZONING REQUEST

APPLICANT: ALLIANCE TANK LINES LLC
OWNER: Winner's Circle International, Inc.
LOCATION: 7600 blk West 70th Street (north side of W. 70th St., approx. 800' east of Dunkins Dr.)
EXISTING ZONING: C-4
REQUEST: C-4 to I-1
PROPOSED USE: Truck Repair and Office

DESCRIPTION: The applicant is requesting approval to change the zoning of a 4.0 acre tract of land from Heavy Commercial (C-4) to Light Industrial (I-1) in order to construct a truck repair shop and office on this site. The zoning of this parcel prior to the adoption of the UDC was B-3(SPI-2), which included an Industrial Park Overlay. The adjacent properties are zoned C-4 to the east and west, C-3 south of W. 70th Street, and is bordered by I-20 to the north.

Previous cases for this site include approved rezonings from R-A to I-1, I-2 to B-3 (P-6-79; C-22-83), denied zoning request to be removed from the SPI-2 Overlay (C-17-95), and approval of on-site beer consumption (BAC-21-95). It's important to note that this specific parcel was a part of the applications for the adjacent water park, however the parcel remains undeveloped. The current zoning designation of C-4 was changed from the previously approved B-3 designation with the adoption of the UDC in 2017. Relevant cases in the surrounding area include the following approved rezonings: R-A(SPI-2) to B-3-E, R-A to I-1, I-2 to B-3, R-A (SPI-2) to I-1(SPI-2), R-A (SPI-2) to I-2(SPI-2), and R-A to I-1 (C-4-16; C-57-13; C-2-85; C-92-84; P-08-09; P-11-02; P-28-79)

Greenwood Acres is the only nearby neighborhood in the vicinity of the site.

REMARKS: The subject parcel was part of the approved rezoning request for the adjacent water park, from I-2 to B-3 (C-22-83), however was never part of the subsequent development. Therefore, the applicant is requesting to partially restore the previous industrial zoning of the property.

As stated in Article 4.5 of the Unified Development Code (UDC), I-1 is defined as " *The purpose of the I-1 Light Industrial Zoning District is to provide for a wide variety of light manufacturing, fabricating, processing, wholesale distributing, and warehousing uses. Light industrial uses are enclosed, low-intensity, non-nuisance light fabrication and assembly-type manufacturing, as well as office and research and development facilities with little to no outside impacts.* The permitted by right uses in I-1 zoning district include Agriculture, Animal Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Automated Teller Machine - Standalone, Bar, Brewery,

STAFF REPORT – CITY OF SHREVEPORT

Broadcasting Facility TV/Radio - With Antennae, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Car Wash, Community Garden, Contractor Office, Day Care Center, Distillery, Financial Institution, Food Truck and Trailer Vendor, Freight Terminal, Furniture, Furnishings and Equipment Sales, Gas Station, Government Office, Greenhouse/Nursery - Retail, Heavy Retail, Rental, and Service, Industrial - Artisan , Industrial - Light, Industrial Design, Industrial Services, Lodge/Meeting Hall, Movie Studio, Office, Parking Lot (Principal Use), Parking Structure (Principal Use), Personal Service Establishment, Public Safety Facility, Public Works Facility, Research and Development, Restaurant , Retail Goods Establishment , Self-Service Ice Vending Unit, Self-Storage Facility: Climate-Controlled, Self-Storage Facility: Outdoor, Solar Farm , Retail Sales of Alcohol-Beer/Wine, Soup Kitchen, Specialty Food Service, Storage Yard - Outdoor, Truck Repair, Truck Stop, Utility, Vehicle Dealership – Enclosed, Vehicle Dealership – With Outdoor Storage/Display, Vehicle Operation Facility, Vehicle Repair/Service– Major, Vehicle Repair/Service – Minor , Warehouse, Wholesale Establishment , Winery, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

The subject property is adjacent to parcels zoned C-4 on the east and west. To the east, the property is developed as an amusement park, however the property to the west is currently undeveloped. Additionally, it is important to note that while the properties directly south of W. 70th Street are zoned C-3, adjacent to that zoning is I-1 and I-2 zoning, which spans midblock between Dunkins Dr. and Atkinson Dr. south to General Motors Blvd and east just past Bert Kouns Industrial Loop Expy. This area has been developed historically as industrial, and the applicant's request for I-1 zoning is consistent with the surrounding zoning.

Based on aerial imagery of the surrounding area, the subject parcel is adjacent to the Splash Kingdom Oasis Water Park to the east, and to the west of the undeveloped adjacent parcel is a truck dealer and recreational vehicle dealer. To the south of W. 70th Street, uses include a contractor office, restaurant, and several types of industrial plants and warehouses. The applicant's proposed use of a truck repair shop and office is consistent with the existing uses surrounding the site.

The proposed zoning designation does vary slightly from the Future Land Use Map of the 2030 Great Expectations Master Plan, as the future land use of this parcel is designated General Commercial. However, it is important to note that the future land use of the area just southeast of W 70th Street is Industrial, and developed as such. Furthermore, as described in the Master Plan, the General Commercial future land use should be designed to accommodate pedestrians and bicyclists. This specific area of the City is between a state highway (511/W. 70th St.) and federal interstate (I-20), where pedestrian and bicyclist transportation is discouraged due to unsafe conditions. Finally, the majority of uses established in the area, even those in the adjacent commercial zoning, are heavier commercial or industrial uses, which are compatible with industrial zoning, and indicates a continued trend of industrial uses. Therefore it is unlikely that this area will ever develop into commercial, multimodal sector of the City, as indicated in the Future Land Use Map.

STAFF REPORT – CITY OF SHREVEPORT

Per UDC requirements, the applicant hosted a neighborhood participation meeting on April 5, 2022 at 6:00 PM. Notification was sent to the neighboring areas in accordance with MPC policy, and there were no attendees present at the meeting.

STAFF

ASSESSMENT: Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Heavy Commercial (C-4) to Light Industrial (I-1) is warranted.

Alternately, based on of information provided at the public hearing the MPC may:

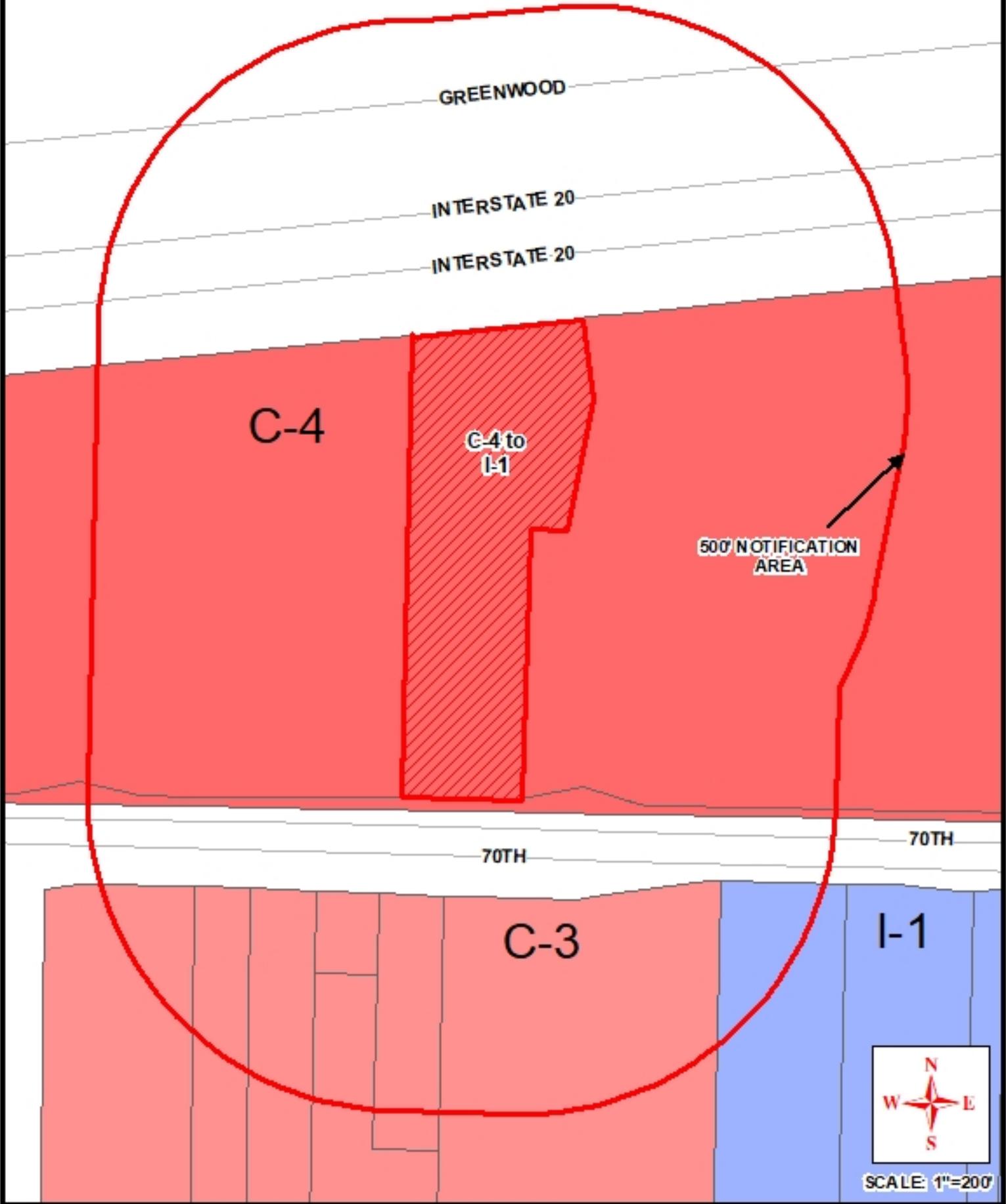
- a. Deny the requested zoning,
- b. Approve a zoning district other than what is requested.

PUBLIC ASSESSMENT: One person spoke in support. There were no opposition.

MPC BOARD

RECOMMENDATION: The Board voted 6-0 to recommend this application for approval.

22-67-C



GREENWOOD

INTERSTATE 20

INTERSTATE 20

C-4

C-4 to
I-1

500' NOTIFICATION
AREA

70TH

70TH

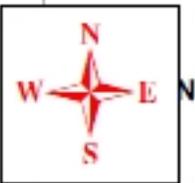
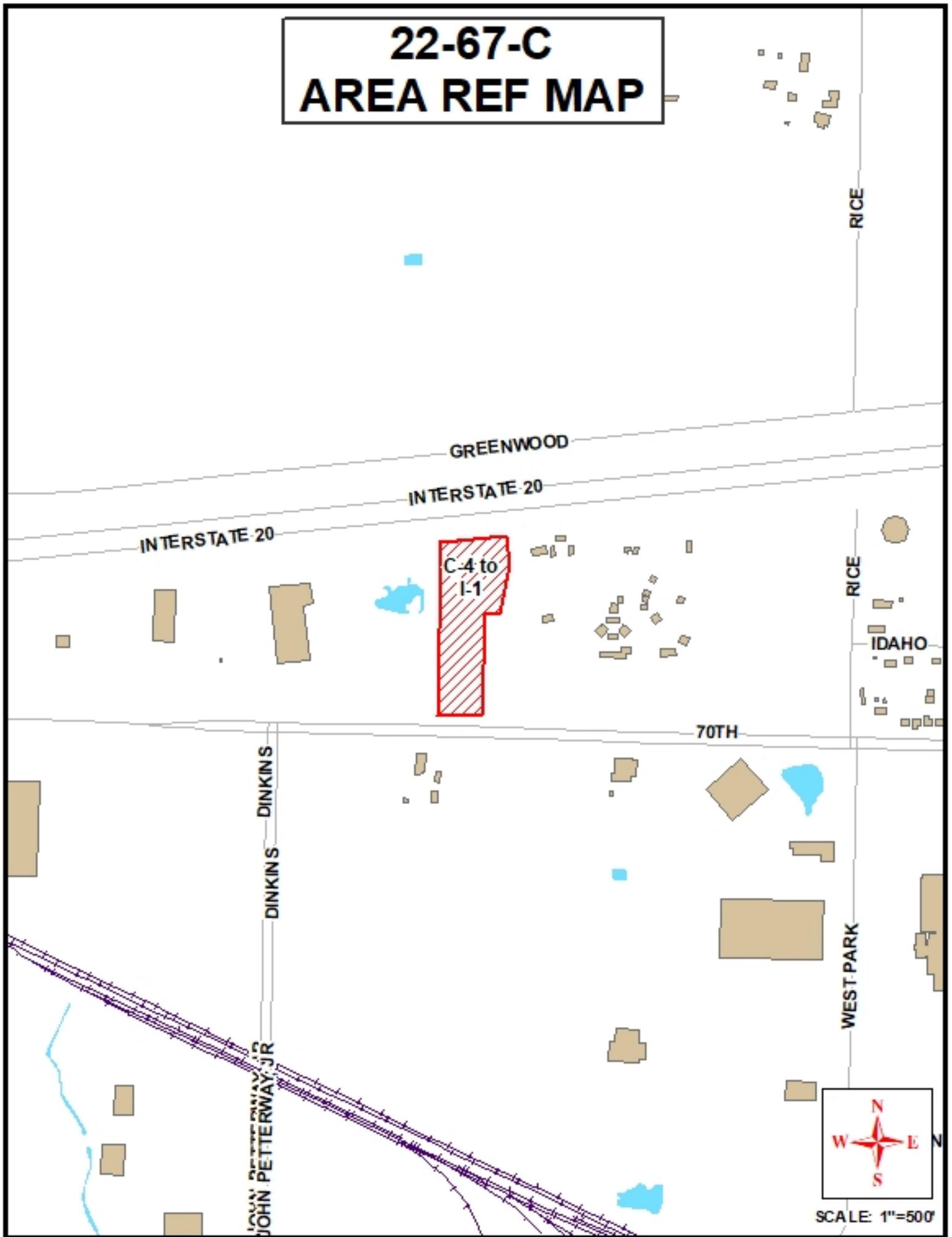
C-3

I-1



SCALE: 1"=200'

22-67-C AREA REF MAP



SCALE: 1"=500'

PROPOSED
**ZONING
CHANGE**
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION







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GOSSLEE

(318) 841-5918

ColdwellBankerGosslee.com

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318-286-7319

OWNER	STREET AD	CITY	STATE	ZIP
Piler Prop	7690 West	Shreveport	La	71129
Barnes, Cly	Po Box 294	Shreveport	La	71149-9456
Bicknell Fa	421 Drexel	Shreveport	La	71106
Shepard, D	1070 Avan	West Mon	La	71291-9774
Rolland, Fr	12545 Prox	Keithville	La	71047-9798
Barnes, Ca	7695 W 70	Shreveport	La	71129-2203
Adesa Ark-	13085 Han	Carmel	In	46032-1481
Winner's C	P.O. Box 1	Shreveport	La	71138
North Ame	3600 Picke	Tallahasse	Fl	32311
Kingdom P	Po Box 876	Canton	Tx	75103-0876
Sale, Willia	C/O Sale C	Shreveport	La	71106
Barnes, Ca	Po Box 294	Shreveport	La	71149-9456
Jerry Bowr	P.O. Box 3	Shreveport	La	71130
Kenneth E	P.O. Box 2	Shreveport	La	71149
Walter F. J	505 Travis	Shreveport	La	71101

Alliance Tank Lines, LLC

7717 Oak St. Robeline, LA • 318-238-9647

NPP Neighborhood Meeting Invitation

March 21, 2022

Dear Neighbor:

My Company, Alliance Tank Lines, LLC, owns a vacant land between 7670 and 7690 70th Street. We would like to construct a small office and mechanic shop.

The site is located in a C-4 Zoning District, where a shop is not allowed. We are applying for a zoning change to a I-1 in order to operate a standard office and shop.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application has to be heard by the Planning Commission and the City Council and we are required to do this before we submit our application to the Planning Commission.

The meeting will take place :

Tuesday April 5, 2022 at 6pm
Parking Lot of 7670 70th Street
Shreveport, LA

At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you are unable to attend and would like to receive information from the meeting, please feel free to contact me. If you have any additional questions or comments, here is how to reach me. I hope to see you at the meeting on April 5th.

Sincerely,

Chad Moran 
Chad@morantruck.com

Land Development

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

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY

Date: _____ Planner: _____ Case No: _____ Application Fee: _____

1. PROPERTY INFORMATION

Project Name: Alliance Associated Case: _____

Project Address/Location: _____

Current Zoning District: C-4 Proposed Zoning District (if applicable): I-1 Parcel Number(s): _____

2. CASE TYPE

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) | <input type="checkbox"/> Planned Unit Development (PUD) | <input type="checkbox"/> Public Right-of-Way Closure and Abandonment |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Preliminary & Final Plat (7 or more lots) | <input type="checkbox"/> PUD Site Plan (Administrative) | <input type="checkbox"/> Site Plan Revision |
| <input type="checkbox"/> Final Plat (Less than 7 lots) | <input type="checkbox"/> Small Planned Unit Development (SPUD) | <input type="checkbox"/> Site Plan Modification |
| <input type="checkbox"/> Re-Plat | <input type="checkbox"/> Zoning Map Amendment and Site Plan | <input type="checkbox"/> Other: _____ |

3. PARCEL DESCRIPTION

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)

4. GENERAL LOCATION OF PROPERTY

(street address and/or frontage, and distance to cross street)

Between 7670 AND 7690 The VACANT LAND

5. PROPOSED USE OF THE PROPERTY

- Single-Family Residential Multi-Family Residential Mixed-Use Townhouse Residential Duplex Residential Commercial Industrial

Provide a brief explanation, attach additional sheets, if necessary

TRUCKING OFFICE AND SMALL SHOP

Land Development

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UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s):	Proposed Zoning District(s):	Proposed Building Use(s):	60 X 100
If more than one district, provide the acreage of each:		Existing Building(s) sq. ft. gross:	- 0 -
Special Purpose Overlay District (if applicable):		Proposed Building(s) sq. ft. gross:	6,000
Total Site Acres:	4 Acres	Total sq. ft. gross (existing & proposed):	
Off-Street Parking Required:	NO	Proposed height of building(s):	16 Number of stories: 1
Off-Street Parking Provided:	NO	Ceiling height of First Floor:	16
8. DIMENSIONAL STANDARDS			
Lot Area (square footage):		Lot Coverage (Total Area in square feet):	
Lot Coverage Percentage of Total Lot Area:			
9. STORMWATER INFORMATION			
Existing Impervious Surface:	4 acres/square feet	Hazard Flood Area	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Impervious Surface:	acres/square feet	Red River	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cross Lake Watershed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Wetlands	<input type="checkbox"/> Yes <input type="checkbox"/> No

Land Development

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

UDC DEVELOPMENT APPLICATION

**IMPORTANT
NOTE ABOUT
PROJECT
CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: All property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

APPLICANT CONTACT INFORMATION:

Name: Chad Moran Company: Alliance Tank Line LLC Check if Primary Contact
E-mail: chad@morantank.com Phone: 318-521-5624 Fax: 710-238-6880
Address: PO Box 228 City: Polkville State: LA Zip: 71167

ARCHITECT CONTACT INFORMATION:

Name: _____ Company: _____ Check if Primary Contact
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Name: _____ Company: _____ Check if Primary Contact
E-mail: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Name: JUNE BARNHILL Company: WOMEN'S CIRCLE INTERNATIONAL Check if Primary Contact
E-mail: JuneB@ccpeople.com Phone: 318-218-4183 Fax: _____
Address: PO Box 17000 City: SHREVEPORT State: LA Zip: 71138
Designee Contact Name: DENNY REEDY Email Address: denny.reedy@caddo.com Phone Number: 318-286-7319

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

____ I will represent the application myself; OR I hereby designate DENNY REEDY (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

[Signature] 3-21-2022 [Signature] 3/21/2022
Property Owner Signature Date Applicant Signature Date

See next page
for correct info

UDC DEVELOPMENT APPLICATION

10. CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

APPLICANT CONTACT INFORMATION:

Check if Primary Contact

Name: Chad Meran Company: Alliance Tank Line LLC
 E-mail: chad@merantruck.com Phone: 318-521-5624 Fax: 718-238-6880
 Address: P.O. Box 228 City: Robeline State: LA Zip: 71469

ARCHITECT CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____

ENGINEER CONTACT INFORMATION:

Check if Primary Contact

Name: _____ Company: _____
 E-mail: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____

CURRENT PROPERTY OWNER CONTACT INFORMATION:

Check if Primary Contact

Name: Denny Duran Company: Winner's Creek International, Inc
 E-mail: Dennyduran@icloud.com Phone: 318-286-7311 Fax: _____
 Address: PO Box 19000 City: Shreveport State: LA Zip: 71138
 Designee Contact Name: Denny Reedy Email Address: denny.reedy@coldwellbanker.com Phone Number: 318-286-7319

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

____ I will represent the application myself; OR I hereby designate Denny Reedy (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

[Signature] Property Owner Signature 3-21-2022 Date _____ Applicant Signature _____ Date

CC3825

NOTICE TO THE PUBLIC

Control # 22113

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, May 4, 2022, at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-67-C: 50610 NONE. Application by WINNER'S CIRCLE INTERNATIONAL INC. for approval to rezone property located on the North side of W 70th St., approx. 760' east of Dinkins Dr, from C-4 Heavy Commercial to I-1 Light Industrial, being more particularly described as 4 ACS. M/L - FROM THE SE COR. OF SEC. 20 (17-15) RUN N. 24.52 FT., THENCE N. 89 DEG. 38 MIN. 41 SEC. W. 660.52 FT., THENCE N. 89 DEG. 43 MIN. 54 SEC. W. ALONG N. R/W OF W. 70TH ST. 677.18 FT., THENCE N. 73 DEG. 45 MIN. 52 SEC. W. 103.3 FT., THENCE S. 77 DEG. 15 MIN. 36 SEC. W. 103.3 FT. TO P.O.B., THENCE S. 89 DEG. 49 MIN. 23 SEC. W. 188.48 FT., THENCE N. 00 DEG. 05 MIN. 39 SEC. E. 748.43 FT. TO S'LY R/W OF I-20, THENCE N. 82 DEG. 54 MIN. 22 SEC. E. 272.68 FT., THENCE S. 08 DEG. 22 MIN. 10 SEC. E. 142.14 FT., THENCE S. 10 DEG. 01 MIN. 00 SEC. W. 213.65 FT., THENCE N. 88 DEG. 17 MIN. 42 SEC. W. 61.17 FT., THENCE S. 00 DEG. 38 MIN. 11 SEC. W. 432.56 FT. TO P.O.B., SECTION 20, T17N, R15W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

TITLE
A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

DATE
12/21/2021

ORIGINATING DEPARTMENT
City Council
COUNCIL DISTRICT

SPONSOR
COUNCILMAN JAMES GREEN

PURPOSE

To support and consent to the City of Shreveport, District F, creating a TIF district – a public improvement district.

BACKGROUND INFORMATION

La. R S. 33:9038.32(3) requires that, “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

This resolution is to consent to the City of Shreveport, District F, for the creation of a TIF district wholly within the bounds shown in Exhibits A and B.

TIMETABLE

Introduction: December 28, 2021

Final Passage: December 28, 2021

ATTACHMENT(S)

Exhibit A
Exhibit B

SPECIAL PROCEDURAL REQUIREMENTS

ALTERNATIVES

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

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. ____ OF 2021

A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY COUNCILMEMBER: JAMES GREEN

WHEREAS, the City of Shreveport, District F, is considering the creation of a TIF district with the boundaries shown in EXHIBITS A and B, and;

WHEREAS, the boundaries of the district lie wholly within the City of Shreveport; and

WHEREAS, per La. R S. 33:9038.32(3), “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

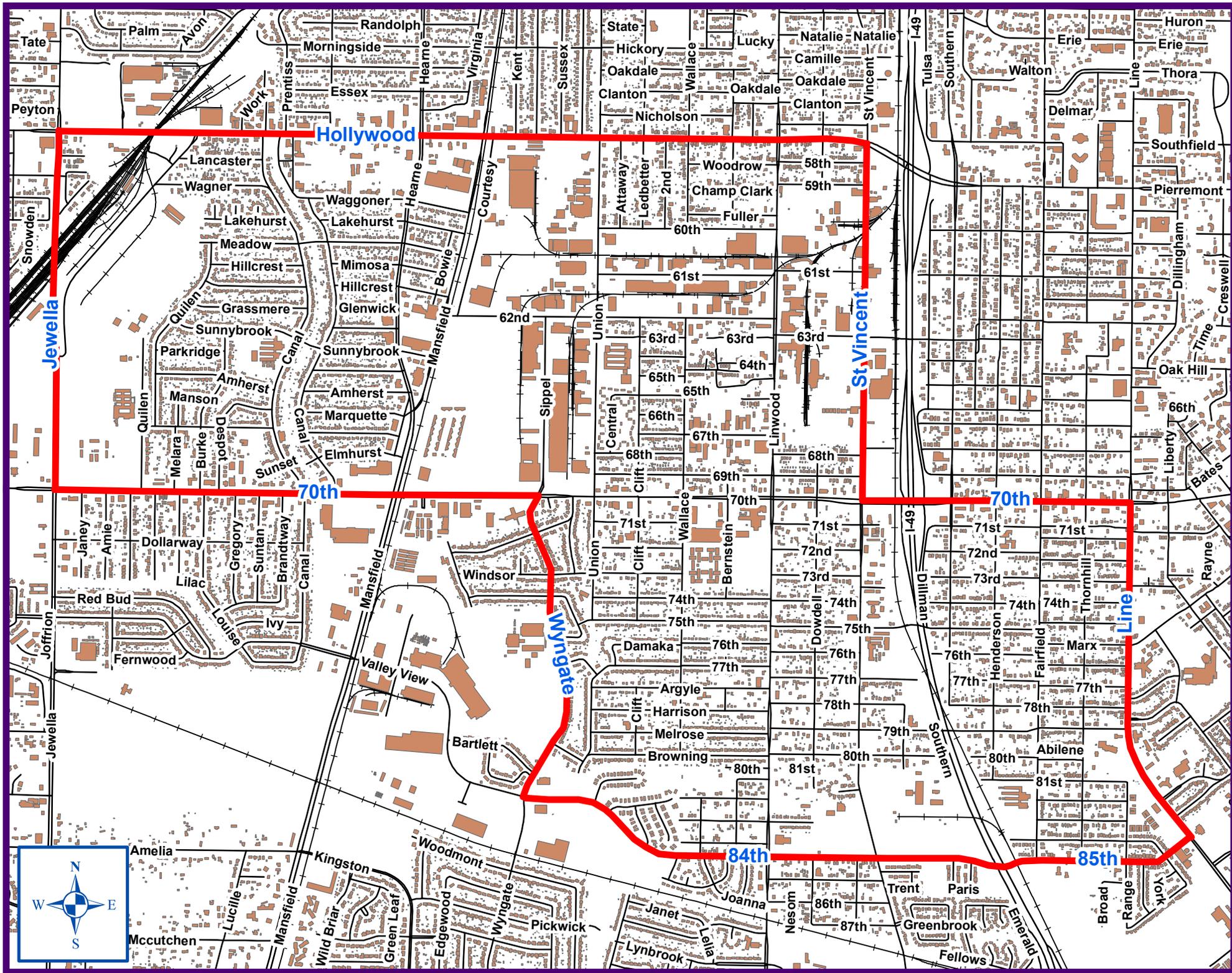
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the City of Shreveport consents to Caddo Parish’s establishment of the “Amazon TIF District, State of Louisiana,” with the boundaries shown in EXHIBIT A, said boundaries lying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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney’s Office



North:

Starts at Jewella & Hollywood and continues until Hollywood & St. Vincent Avenue:

East:

Starts at Hollywood and St. Vincent Avenue and runs southward to the intersection St. Vincent and 70th Street and continues east on 70th street to Line Ave and continues south on Line Avenue and stops at the Line Avenue and East 84th Street.

South:

Starts at Line Avenue and East 84th Street and continues west until Wyngate Blvd. Continues North on Wyngate Blvd to the intersection of Wyngate and 70th and continues west until Jewella.

West:

Start at West 70th and Jewella and continue north and stop at Hollywood Avenue.

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO DEMOLITION DELAY IN THE DOWNTOWN DEVELOPMENT DISTRICT AND OTHERWISE PROVIDING WITH RESPECT THERETO	06/3/2021	SPONSOR OR COUNCILMEMBER COUNCILWOMAN FULLER

PURPOSE

This ordinance will reduce the automatic demolition delay of property located in the Downtown Development District in the absence of good cause shown for an extended delay period.

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

BACKGROUND INFORMATION

Section 22.3 of the City of Shreveport Code of Ordinances currently provides for a delay of 180 days prior to the issuance of a demolition permit for structures located in the Downtown Development District. In an effort to allow for more efficient elimination of blighted property and improve the overall appearance of downtown Shreveport, this proposed ordinance seeks to reduce the amount of time for delay of the demolition of property located in the Downtown Development District to 30 days and requires good cause be shown as to why a demolition delay should be extended up to 180 days.

TIMETABLE

Introduction: **June 8, 2021**

Final Passage: **June 22, 2021**

SPECIAL PROCEDURAL REQUIREMENTS**FINANCES**

N/A

SOURCE OF FUNDS

N/A

CONCLUSION

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

FACT SHEET PREPARED BY:

Thea R. Scott, Deputy City Attorney

ORDINANCE NO. _____ OF 2021

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF
CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF
ORDINANCES RELATIVE TO DEMOLITION DELAY IN
THE DOWNTOWN DEVELOPMENT DISTRICT AND
OTHERWISE PROVIDING WITH RESPECT THERETO**

BY COUNCIL MEMBER: FULLER

WHEREAS, the City of Shreveport desires to more effectively eliminate the presence of blighted property within the Downtown Development District; and

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 22, Article I is hereby amended and re-enacted to read as follows:

Chapter 22 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I- IN GENERAL

Sec. 22-3. Demolition delay in the Downtown Development District.

- (a) Any application for a demolition permit involving a structure in the Downtown Development District, as defined in R.S. 33:2740.38, shall be delayed 30 days from the date of filing of any application for a demolition permit in an attempt to secure an alternative purchaser/use.
- (b) When any application for a demolition permit is delayed pursuant to this section, the chief building official shall, within 10 days of receipt of the application notify the director of the downtown development authority of the application.
- (c) The city council may allow an extension of demolition delay for up to 180 days retroactive to the date of the filing of any application for a demolition permit only upon a showing of good cause at a public hearing requested by the director of the downtown development authority prior to the elapse of the initial 30 day demolition delay.
- (d) The city council shall have the authority to approve the immediate issuance of a demolition permit by resolution at any time.
- (e) Nothing in this section shall be construed to limit any procedural requirement relative to properties lying within any Historic Preservation Overlay District.

(Ord. No. 124, 2019 , 9-24-19)

BE IT FURTHER ORDAINED that the remainder of Chapter 22, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

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

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

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

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

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

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