

NOTICE OF PUBLIC MEETING  
Notice Posted: 6/18/2021 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference and Regular Meeting on Tuesday, June 22, 2021 at 3:00 P.M. The combined meeting will be held in the Government Chamber at Government Plaza (505 Travis Street).

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**ADMINISTRATIVE CONFERENCE  
AND  
CITY COUNCIL MEETING AGENDA  
June 22, 2021**

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL
4. APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING  
June 8, 2021
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](#))
    - Surety Bond Forfeitures Report ([Resolution 238 of 2010](#))
    - Master Plan Committee Report ([Resolution 132 of 2012](#))
    - Budget to Actual Financial Report ([Resolution 183 of 2017](#))
6. PUBLIC HEARING: NONE
7. ADDING ITEMS TO THE AGENDA, PUBLIC COMMENTS, CONFIRMATIONS AND APPOINTMENTS

- A. ADDING LEGISLATION TO THE AGENDA (REGULAR MEETING ONLY) AND PUBLIC COMMENTS ON MOTIONS TO ADD ITEMS TO THE AGENDA
- B. PUBLIC COMMENTS (IN ACCORDANCE WITH SECTION 1.11 OF THE RULES OF PROCEDURE) (PUBLIC COMMENTS ON ANY MATTER OF PUBLIC CONCERN REGARDLESS OF WHETHER THE ITEM IS ON THE AGENDA)
- C. CONFIRMATION AND APPOINTMENTS: NONE

**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 79

Authorizing the use of certain city-owned equipment by ALH modeling, LLC, and to otherwise provide with respect thereto.

Documents:

[alh modeling fact sheet and resolution.pdf](#)

RES 80

Authorizing the City of Shreveport, Louisiana Purchasing Agent to reject all bids received for 2021 or 2022 TA60 Bucket Truck IFB Bid #21-029 and to otherwise provide with respect thereto

Documents:

[ifb 21-029 resolution.pdf](#)

RES 82

To recognize AT&T for its commitment and contributions to the City of Shreveport and the State of Louisiana, and to otherwise provide with respect thereto (F/Green)

Documents:

[att.pdf](#)

RES 83

Accepting the public dedication of Nelson Street right-of-way in Map Showing Resubdivision Survey of the Singh Petroleum 1 Subdivision and otherwise providing with respect thereto. (A/Taylor)

Documents:

[singh petroleum 1 subdivision fact sheet.pdf](#)  
[singh petroleum 1 subdivision attachment.pdf](#)

RES 84

To support efforts to secure funding and assistance with the repair of severely eroded areas along the Red River and to otherwise provide with respect thereto

Documents:

[red river fact sheet and resolution.pdf](#)

RES 85

To support the construction of a passenger rail through the City of Shreveport along the I-20 corridor and to otherwise provide with respect thereto

Documents:

[passenger rail fact sheet and resolution.pdf](#)

RES 86

Endorsing grant application submission to the U.S. Department of Transportation to secure funds from 2021 discretionary grant funding and to otherwise provide with respect thereto

Documents:

[raise grant fact sheet and resolution 2.pdf](#)

**B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO JULY 13, 2021)**

RES 87

Authorizing the Mayor to execute a Contract between the City of Shreveport, Louisiana and C. Edwards Concepts, LLC. to provide curbside recycling within the limits of Shreveport and to otherwise provide with respect thereto

Documents:

[recycling fact sheet and resolution.pdf](#)  
[exhibit a - c edwards concepts llc final.pdf](#)  
[exhibit b - rfp 20-828 city of shreveport recycling services \(re-advertisement\).pdf](#)  
[exhibit c - rfp 20-828 amendment 1.pdf](#)  
[exhibit d - c. edwards concepts rfp submission.pdf](#)

RES 88

Authorizing the execution of a retainer agreement with Kenneth Antee, Jr., a Professional Law Corporation relative to solid waste litigation and to otherwise provide with respect thereto

Documents:

[antee - fact sheet and resolution.pdf](#)  
[exhibit a - cos - flow control retainer.pdf](#)

**C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO JULY 13, 2021)**

ORD 86

Amending the 2021 Capital Projects Fund Budget and to otherwise provide with respect thereto.

Documents:

[new fs 8.pdf](#)

ORD 87

Amending the 2021 General Fund Budget and to otherwise provide with respect thereto.

Documents:

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

ORD 88

Amending the 2021 General Fund Budget and to otherwise provide with respect thereto.

Documents:

[public works transfer.pdf](#)

ORD 89

Amending the 2021 Riverfront Development Special Revenue Fund Budget and to otherwise provide with respect thereto.

Documents:

[economic development.pdf](#)

ORD 90

Amending the 2021 Solid Waste Enterprise Fund Budget and to otherwise provide with respect thereto.

Documents:

[sw companion.pdf](#)

ORD 91

To amend the Metropolitan Planning Commission's fee schedule for the City of Shreveport, Louisiana, Unified Development Code relative to fees for the Short-Term Rental Property, and to otherwise provide with respect thereto.

Documents:

[01 ord - schedule of fees fact sheet.pdf](#)

ORD 92

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, relative to Short-Term Rental Property, and to otherwise provide with respect thereto.

Documents:

[01 ord - short term rental fact sheet.pdf](#)  
[exhibit a\\_memo.pdf](#)  
[exhibit b\\_use matrix.pdf](#)  
[exhibit c\\_article 23. short-term rental property.pdf](#)  
[exhibit d\\_mpc staff report.pdf](#)

ORD 93

To add Chapter 106 to Code of the Ordinances relative to Short-Term Rental Property, and to otherwise provide with respect thereto.

Documents:

[01 ord - city code fact sheet.pdf](#)

ORD 94

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

Documents:

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

ORD 95

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, related to the review and approval processes made by the City Engineer, in an attempt to better expedite the permitting process and to otherwise provide with respect thereto.

Documents:

[01 ord - fact sheet.pdf](#)  
[02 ord - exhibit a\\_mpc memo.pdf](#)

ORD 96

**Zoning Case No. 21-39-C:** An ordinance to amend the official zoning map of the City Of Shreveport Unified Development Code, by rezoning property located on the southwest corner of West 80th Street and St. Vincent Avenue, Shreveport, Caddo Parish, Louisiana, from C-2, Corridor Commercial District To C-3, General Commercial District. (F/Green)

Documents:

[21-39-c ordinance.pdf](#)  
[21-39-c packet.pdf](#)

ORD 97

**Zoning Case No. 21-53-C:** An ordinance to amend the official zoning map of the City Of

Shreveport Unified Development Code, by rezoning property located on the north side of East 61st Street, approximately one hundred forty feet west of Fairfield Avenue, Shreveport, Caddo Parish, Louisiana, from R-1-7, Single Family Residential District To C-1, Neighborhood Commercial District. (C/Nickelson)

Documents:

[21-53-c ordinance.pdf](#)  
[21-53-c packet.pdf](#)

ORD 98

**Zoning Case No. 21-59-C:** An ordinance to amend the official zoning map of the City Of Shreveport Unified Development Code, by rezoning property located on the south side of Topeka Street, approximately one hundred seventy feet west of Centenary Boulevard, Shreveport, Caddo Parish, Louisiana, from C-2, Corridor Commercial District To R-3, Multi-Family Residential District. (B/Fuller)

Documents:

[21-59-c ordinance.pdf](#)  
[21-59-c packet.pdf](#)

ORD 99

**Zoning Case No. 21-64-C:** An ordinance to amend the official zoning map of the City Of Shreveport Unified Development Code, by rezoning property located on the southwest corner of Curtis Lane And Revere Avenue, Shreveport, Caddo Parish, Louisiana, From R-1-7, Single Family Residential District To R-1-10, Single Family Residential District. (A/Taylor)

Documents:

[21-64-c ordinance.pdf](#)  
[21-64-c packet.pdf](#)

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

ORD 72

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

Documents:

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

ORD 82

Declaring the city's interest in certain vacant land as surplus, and our intention to donate certain vacant land acquired by Community Development, to Fuller Center for Housing of Northwest Louisiana, Inc.; and to otherwise provide with respect thereto **(Not to be adopted prior to July 13, 2021)**

Documents:

[2021 fuller center concordia place donation ordinance.pdf](#)

[concordia place map.pdf](#)

ORD 83

Declaring the City's interest in certain house and land as surplus, and our intention to donate certain house and land acquired by Community Development to the Grace Project, Inc; and to otherwise provide with respect thereto. **(Not to be adopted prior to July 13, 2021)**

Documents:

[ord 83 of 2021 - grace project.pdf](#)

ORD 84

To amend certain portions of Chapter 90 of the City of Shreveport Code of Ordinances to prohibit the operation of rental or commercial electric low speed scooters and otherwise providing with respect thereto

Documents:

[scooters legislation fact sheet.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)

Documents:

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

ORD 80

**Zoning Case No. 21-35-C:** An Ordinance to amend the official zoning map of the City Of Shreveport Unified Development Code, by rezoning property located on the north side of Buncombe Road, approximately one hundred fifty feet northeast of Bert Kouns Industrial Loop Expressway, Shreveport, Caddo Parish, Louisiana, from C-2, Corridor Commercial District to R-3, Multi-Family Residential District and to otherwise provide with respect thereto (G/Bowman)

Documents:

[21-35-c.pdf](#)  
[21-35-c packet.pdf](#)

## 10. TABLED LEGISLATION

### A. ORDINANCES/RESOLUTIONS:

ORD 104

Amending Chapter 78, Article II, Division 3 of the City of Shreveport, Louisiana, Code of Ordinances relative to poles and wires and to otherwise provide with respect thereto (C/Nickelson) *(Tabled on October 27, 2020)*

Documents:

[ord chap 78 poles and wires.pdf](#)

RES 47

To terminate the Cooperative Endeavor Agreement between the City of Shreveport and the Shreveport Metropolitan Ballet, and to otherwise provide with respect thereto. (B/Fuller)

(Tabled April 27, 2021)

Documents:

[res terminate cea \(3\).pdf](#)

ORD 50

Amending Section 2-31 of the Code of Ordinances of the City of Shreveport to provide for an increase in the salary of the Mayor, and to otherwise provide with respect thereto. (C/Nickelson, G/Bowman) (Tabled on April 27, 2021)

Documents:

[ord mayor salary.pdf](#)

ORD 51

Amending Section 2-32 of the Code of Ordinances of the City of Shreveport to provide for an increase in the salaries of members of the City Council, and to otherwise provide with respect thereto. (C/Nickelson, G/Bowman) (Tabled April 27, 2021)

Documents:

[ord council salary.pdf](#)

## 11. APPEALS

A. PROPERTY STANDARDS APPEALS: NONE

B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS

**ALCOHOL PERMIT APPEAL - CIRCLE K – JEWELLA INVESTMENTS**

Denial of application of Emam Hajali for alcohol permit for Circle K – Jewella Investments, 6976 Jewella Ave, Shreveport, LA (F/Green) (**Postponed June 8, 2021**)

C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE

D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

## 12. REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES

### 13. CLERK'S REPORT

The following letter of appointments was received from the Mayor's office on June 16, 2021, and are subject for confirmation on July 13, 2021)

Interim Chief Financial Officer - Kasey Brown  
Human Resource Board - Willie Henderson Sr.  
Interim Airport Director - Stephanie Tucker

## 14. ADDITIONAL COMMUNICATIONS

A. ADDITIONAL COMMUNICATIONS FROM THE MAYOR

B. ADDITIONAL COMMUNICATIONS FROM COUNCIL MEMBERS

**15. EXECUTIVE SESSION**

**Charlie Caldwell, Jr., et al. vs. City of Shreveport  
Docket No.: 621,853  
First Judicial District Court, Caddo Parish, Louisiana**

**16. ADJOURNMENT**

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**James Flurry, Chairman**

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**Danielle A. Farr-Ewing, Clerk of Council**

## FACT SHEET

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|  |                    |  |
|--|--------------------|--|
| <b><u>Title</u></b>  | <b><u>Date</u></b> | <b><u>Originating Department</u></b>         |
| A RESOLUTION<br>AUTHORIZING THE<br>USE OF CERTAIN CITY-<br>OWNEDEQUIPMENT<br>BY ALH MODELING, LLC,<br>AND TO OTHERWISE<br>PROVIDE WITH<br>REPSECT THERETO. | SPAR               |  |
|  |                    | <b><u>Council District</u></b><br>District B |
|  |                    | <b><u>Sponsor</u></b><br>SPAR                |

### **Purpose**

To authorize the use of the use of certain city-owned equipment by ALH Modeling, LLC, for their Garden of the Elements Fashion Show on Friday, July 2, 2021.

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### **Background Information**

ALH modeling, LLC, is hosting a Garden of the Elements Fashion Show on Friday, July 2, 2021 that will provide an opportunity for Shreveport and the surrounding region to discover and celebrate the diverse fashion and creativity of local artists, designers, models, and social influencers as inspired by the various Asian countries represented in the Asian Gardens in downtown Shreveport.

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### **Timetable**

Introduction: June 8, 2021  
Final Passage: June 22, 2021

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### **Special Procedural Requirements**

None

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### **Finances**

Value of the equipment: \$897.00  
(10 8' tables @\$9.90 each = \$99.00; 4 round tables @ \$12.00 each = 48.00,  
500 chairs @ \$1.50 each = \$750.00)

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### **Discussion**

None

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### **Alternatives**

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

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### **Conclusion**

Alternative Number 1 is recommended.

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FACT SHEET PREPARED BY:

Shelly Ragle,  
Director, SPAR

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION AUTHORIZING THE USE OF CERTAIN  
CITY-OWNED EQUIPMENT BY ALH MODELING, LLC,  
AND TO OTHERWISE PROVIDE WITH RESPECT  
THERETO.**

WHEREAS, the City desires to participate in programs which directly benefit the citizens of the City by participating in cultural and performing arts activities which serve to benefit the entire community through fashion and music from a diverse group of designers, artists, stylists, and models who are influenced by the various Asian countries as represented in the Asian Gardens in downtown Shreveport; and

WHEREAS, ALH Modeling, LLC, desires to provide an event that will support their efforts to celebrate fashion as influenced by those distinct cultures and allows them to provide an accessible community outreach forum for residents of Shreveport and the surrounding area through this Garden of the Elements Fashion Show on Friday, July 2, 2021; and

WHEREAS, ALH Modeling, LLC, has requested the use of certain city-owned equipment during the event; and

WHEREAS, the programs and services provided by ALH Modeling, LLC, enhances the education of the community in regards to the Asian community; which serves a public benefit and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the use of the equipment by ALH Modeling, LLC for their Garden of the Elements Fashion Show on Friday, July 2, 2021, is hereby approved.

BE IT FURTHER RESOLVED that the use of the equipment by ALH Modeling, LLC, is conditioned upon the execution of an indemnity and hold harmless agreement signed by ALH Modeling, LLC, in favor of the City of Shreveport in a form acceptable to the Office of the City Attorney.

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

|  |   |  |
|--|---|--|
| <p><b><u>TITLE</u></b><br/>                 A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for 2021 or 2022 TA60 Bucket Truck IFB Bid #21-029 and to otherwise provide with respect thereto.</p> | <p><b><u>DATE</u></b><br/>                 May 21, 2021</p> | <p><b><u>ORIGINATING DEPARTMENT</u></b><br/>                 Purchasing Division</p> <p><b><u>COUNCIL DISTRICT</u></b><br/>                 City-wide</p> <p><b><u>SPONSOR</u></b></p> |
|--|---|--|

**PURPOSE**  
 To authorize the Purchasing Agent, or her designee, to reject all bids received for IFB-21-029.

**BACKGROUND INFORMATION**  
 On May 4, 2021 one (1) bid was received for 2021 or 2022 TA60 Bucket Truck IFB #21-029. The estimated delivery time is 631 days after the receipt of purchase order. The 631 days is not acceptable.

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 Purchasing Agent to cancel or reject, an invitation for bids, a request for proposals, or other solicitation(s), *only if* it is determined in writing by the Purchasing Agent, or her designee, that such action is taken in the best interest of the City.

|  |   |
|--|---|
| <p><b><u>TIMETABLE</u></b><br/>                 Introduction: June 8, 2021<br/>                 Final Passage: June 22, 2021</p> | <p><b><u>ATTACHMENT(S)</u></b><br/>                 N/A</p> |
|--|---|

**SPECIAL PROCEDURAL REQUIREMENTS**  
 NA

|   |  |
|---|--|
| <p><b><u>FINANCES</u></b><br/>                 NA</p> | <p><b><u>SOURCE OF FUNDS</u></b><br/>                 NA</p> |
|---|--|

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

**RECOMMENDATION**  
 It is recommended that the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** DeReka Abner  
 Senior Buyer Purchasing Division

RESOLUTION NO. \_\_\_\_\_ OF 2021

**A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR 2021 OR 2022 TA60 BUCKET TRUCK IFB BID #21-029 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, on May 4, 2021, one (1) bid was received as a result of solicitation for 2021 or 2022 TA60 Bucket Truck (IFB-21-029); and

**WHEREAS**, it was determined that 631 delivering days would not meet the needs of The City of Shreveport; and

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

**WHEREAS**, pursuant to Shreveport City Code Sec. 26-269 the City has adopted, by reference, portions of the Louisiana Procurement Code (LPC) (La. R.S. 39:1551 through 39:2319) for the purchase of goods, materials, supplies and equipment; and

**WHEREAS**, La. R.S. 39:1605, authorizes the Purchasing Agent to cancel or reject, an invitation for bids, a request for proposals, or other solicitation(s), *only if* it is determined in writing by the Purchasing Agent, or her designee, that such action is taken in the best interests of the City; and

**WHEREAS**, it has been determined by the Purchasing Agent, and/or 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 in due, legal and regular session convened that the Purchasing Agent, or her designee, is hereby authorized to reject all bid(s) received for IFB #21-029.

**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:**

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City Attorney's Office

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION TO RECOGNIZE AT&T FOR ITS COMMITMENT AND CONTRIBUTIONS TO THE CITY OF SHREVEPORT AND THE STATE OF LOUISIANA, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY: COUNCILMAN JAMES E. GREEN**

**WHEREAS**, AT&T has operated as a telecommunications company in the City of Shreveport for over 123 years since March 4, 1898; and

**WHEREAS**, AT&T has office buildings, work centers, central offices, and other facilities located throughout the City of Shreveport including two corporate retail stores, two authorized dealer retail stores, and five Cricket retail stores; and

**WHEREAS**, AT&T is the largest communications company in the world with over 230,000 employees across the globe in over 50 countries; and

**WHEREAS**, AT&T the “Once in a Millennium Moon” public-art mural on the AT&T McNeil Street Building is iconic in the downtown Shreveport skyline and one of the largest publicly funded art murals in the U.S. It took two years to complete and required the work of 2,600 painters and artists; it depicts the unique cultural aspects of Shreveport; and

**WHEREAS**, in Louisiana, AT&T has invested nearly \$1.1 billion in wired and wireless networks, including nearly \$80 million in the Shreveport-Bossier area; and

**WHEREAS**, AT&T has more than 2.2 million miles of fiber strands deployed across Louisiana, keeping businesses and residents connected; and

**WHEREAS**, AT&T is proud to have the nation’s best and fastest wireless network, as well as the largest network in North America; and

**WHEREAS**, in 2017, AT&T launched its fiber broadband product in the City of Shreveport with launch event in the MLK Neighborhood in Shreveport, and since then has been deploying in neighborhoods throughout the City; and

**WHEREAS**, shortly after the City of Shreveport passed a small cell ordinance in 2018, AT&T began deploying small cells in the City; and

**WHEREAS**, AT&T launched 5G cellular service in Shreveport in early 2020. 5G is the next generation of wireless network technology, offering higher speeds, lower latency, and greater capacity; and

**WHEREAS**, AT&T was selected in March 2017 by the First Responder Network Authority (FirstNet Authority) as a private partner to build, operate and evolve the nation’s first wireless broadband network dedicated to public safety. First responders are using FirstNet today in Louisiana to communicate during their daily operations and emergency events; and

**WHEREAS**, AT&T was one of the first corporations in the U. S. to have a supplier diversity program starting in 1962. In 2018, AT&T spent \$15 billion (over 25% of the corporate spend) through the supplier diversity program; and

**WHEREAS**, AT&T met its goal of hiring 20,000 veterans by 2020; and

**WHEREAS**, AT&T's citizenship and sustainability programs have included Aspire which targets innovation in education; "It Can Wait", which launched in 2010 to educate about the dangers of distracted driving and has inspired over 40 million Americans to take the "It Can Wait" pledge; and a three year, \$2 billion commitment to help bridge the digital divide and homework gap by offering discounted wireless solutions to more than 135,000 public and private K-12 schools, colleges, and universities, providing low-cost broadband through the Access from AT&T program, Emergency Broadband Benefit (EBB) eligible plans, and AT&T Connected Learning, which helps stem the tide of learning loss, narrow the homework gap, and create compelling educational content; and

**WHEREAS**, since 2014, AT&T has contributed and sponsored over 150 organizations and events in the City of Shreveport and is proud to be an active member of the Greater Shreveport Chamber of Commerce, the Shreveport-Bossier African American Chamber of Commerce, and the North Louisiana Economic Partnership (NLEP), which supports business and economic activities in the City of Shreveport and region.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened, that the City Council recognize AT&T for its commitment and contributions to the City of Shreveport and the State of Louisiana.

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

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City Attorney's Office

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

|  |                                     |  |
|--|-------------------------------------|--|
| <b><u>TITLE</u></b><br>A Resolution accepting the public dedication of Nelson Street right-of-way in Map Showing Resubdivision Survey of the Singh Petroleum 1 Subdivision and otherwise providing with respect thereto. | <b><u>DATE</u></b><br>June 11, 2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>Department of Engineering and Environmental Services<br><b><u>COUNCIL DISTRICT</u></b><br>"A"<br><b><u>SPONSOR</u></b> |
|--|-------------------------------------|--|

**PURPOSE**

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

This Resolution will have direct impact on Council District: A

**BACKGROUND INFORMATION**

Singh Petroleum 1 Subdivision is located in the north part of Shreveport near the intersection of Nelson Street and N. Market Street. The public dedication of the Nelson Street right-of-way (Lot RW-1) is needed to add a turn lane at the intersection of Nelson Street and N. Market Street. The turn lane is part of the offsite improvements needed for the future Amazon facility. The offsite improvements at the intersection will be at the developer's cost.

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

**TIMETABLE**

Introduction: June 22, 2021  
Final Passage: June 22, 2021

**ATTACHMENTS**

Map Showing Resubdivision Survey of the Singh Petroleum 1 Subdivision

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**RECOMMENDATION**


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**FACT SHEET PREPARED BY:** Matthew Redmon, P.E.  
Department of Engineering and Environmental Services

RESOLUTION NUMBER \_\_\_\_\_ OF 2021

**A RESOLUTION ACCEPTING THE PUBLIC DEDICATION OF NELSON STREET RIGHT-OF-WAY IN MAP SHOWING RESUBDIVISION SURVEY OF THE SINGH PETROLEUM 1 SUBDIVISION AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication of Nelson Street right-of-way (Lot RW-1) in Section 14, (T18N-R14W), Caddo Parish, Louisiana, and as shown on the Map Showing Resubdivision Survey of the Singh Petroleum 1 Subdivision plat attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

**BE IT FURTHER RESOLVED** that the original plat reflecting the dedication of Nelson Street right-of-way (Lot RW-1) be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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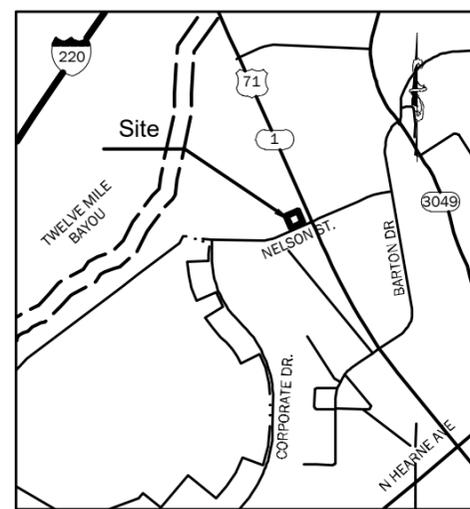
City Attorney's Office

# Map Showing Resubdivision Survey

## OF THE SINGH PETROLEUM 1 SUBDIVISION

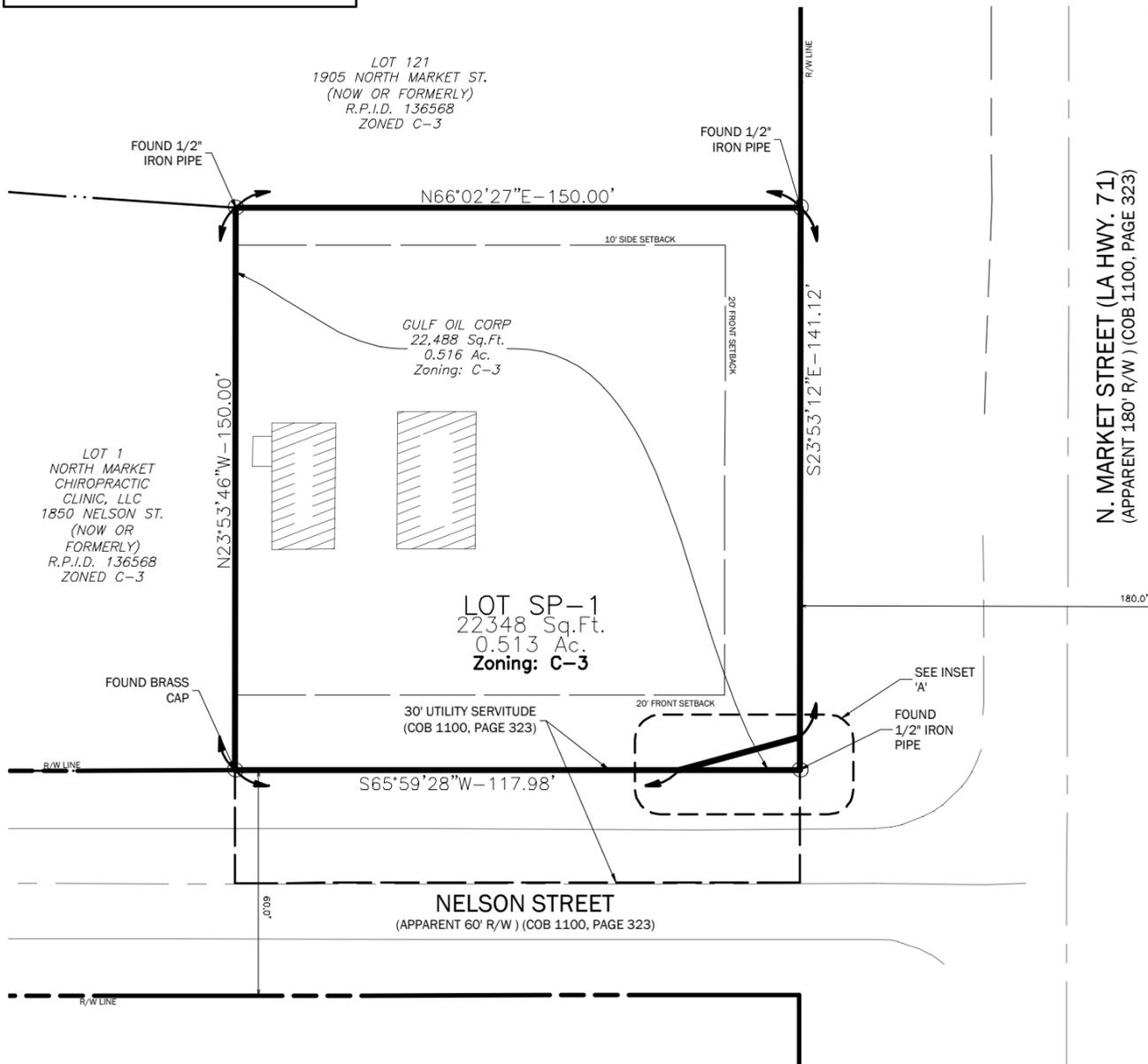
SECTIONS 14, T-18-N R-14-W  
NORTHWESTERN LAND DISTRICT  
CADDO PARISH, LOUISIANA

| SYMBOL | DESCRIPTION   |
|--------|---|
|        | 1/2" FOUND MONUMENT (UNLESS OTHERWISE NOTES) SET MONUMENT |
|        | FLOODWAY ZONE 'AE'  |
|        | FLOODZONE 'AE'  |



**VICINITY MAP**

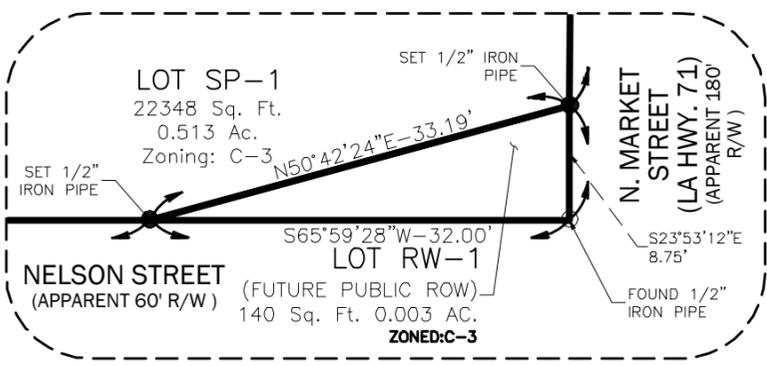
Scale: 1"=2000'±



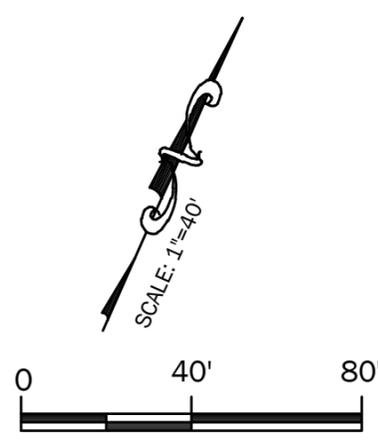
**GENERAL NOTES:**

- FLOOD NOTE: IN ACCORDANCE WITH FEMA, FLOOD INSURANCE RATE MAP, PANEL NO. 22017C0367H OF CADDO PARISH, LOUISIANA, LAST REVISED MAY 19, 2014 THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X-PROTECTED FROM 1-PERCENT-ANNUAL-CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM". NEAREST BASE FLOOD ELEVATION = 166' (NAVD 1988). BASE FLOOD ELEVATION IS SUBJECT TO CHANGE AND SHOULD BE VERIFIED WITH THE LOCAL AUTHORITY'S FLOOD PLAIN ADMINISTRATOR BEFORE ANY IMPROVEMENTS TO THE PROPERTY ARE CONTEMPLATED.
- ZONING:  
C-3 = HEAVY INDUSTRIAL  
ZONING INFORMATION WAS OBTAINED FROM  
FRONT - 20'  
SIDE - 10'  
REAR - 10'  
<https://shreveport.maps.arcgis.com/apps/webappviewer/index.html?id=473e88d950914bae881e607005eacb1as>. ZONING IS SUBJECT TO CHANGE AND SHOULD BE VERIFIED WITH THE LOCAL AUTHORITY'S ZONING ADMINISTRATOR BEFORE ANY IMPROVEMENTS TO THE PROPERTY ARE CONTEMPLATED.
- THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 1983).  
  
TO CONVERT TO FROM GRID BEARING TO TRUE BEARINGS USE:  

|   |                   |                            |   |   |
|---|-------------------|----------------------------|---|---|
| ⊖ | = -0°25'14.58258" | (SCALE FACTOR=0.999666533) | - | + |
|   |                   |                            | + | - |



**INSET 'A'**  
N.T.S.



**CSRS**  
6767 Perkins Road Suite 200 Baton Rouge, LA 70808  
Telephone: 225 769-0546 Fax: 225 767-0060  
[www.csrsinc.com](http://www.csrsinc.com)

**RECOMMENDED FOR APPROVAL:**

MPC DIRECTOR & CITY OF SHREVEPORT  
ENGINEERING DIRECTOR

---

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

---

MPC DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**DEDICATION:**

THE UNDERSIGNED OWNER HEREBY DEDICATES TO THE PUBLIC USE IN PERPETUITY THE STREET RIGHT-OF-WAY AS SHOWN ON THIS SUBDIVISION PLAT AND FURTHER AGREES TO HOLD HARMLESS THE CITY OF SHREVEPORT AND THE PARISH OF CADDO FROM DAMAGES DUE TO CHANGES IN STREET GRADES.

---

SINGH PETROLEUM 1, LLC \_\_\_\_\_ DATE \_\_\_\_\_

---

ACCEPTED BY CITY COUNCIL RES. No. \_\_\_\_\_ OF \_\_\_\_\_

---

MAYOR, ADRIAN PERKINS \_\_\_\_\_ DATE \_\_\_\_\_  
OR HIS DESIGNEE

**ZONING NOTE:**

ALL BUILDING SETBACKS SHALL CONFORM TO THE BUILDING SETBACK STANDARDS AS PUBLISHED IN ARTICLE 4 - ZONING DISTRICT REGULATIONS OF THE SHREVEPORT UNIFIED DEVELOPMENT CODE.



**CERTIFICATION:**

THIS IS TO CERTIFY TO CITY OF SHREVEPORT ORDINANCE No. 129 OF 2016 AND AMENDMENTS THERETO AND TO THE CITY OF SHREVEPORT UDC SUBDIVISION STANDARDS (ARTICLE 13) THAT THE PLAT SHOWN WAS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051, ET. SEQ., AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND AND TO THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS "B" SURVEY AS ESTABLISHED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

**PRELIMINARY WORK** NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR ISSUANCE OF A PERMIT.

COLIN B. GRAVOIS, P.L.S. \_\_\_\_\_ DATE \_\_\_\_\_  
License No. 5115

**Map Showing  
Resubdivision Survey  
OF  
SINGH PETROLEUM 1  
(1901 NORTH MARKET ST.)**

INTO

**LOT SP-1 & RW-1**

Located in

SECTION 14  
T-18-N R-14-W  
NORTHWESTERN LAND DISTRICT  
CADDO PARISH  
LOUISIANA

For

**DUKE CONSTRUCTION  
LIMITED  
PARTNERSHIP**

|                 |              |
|-----------------|--------------|
| Date:           | MAY 01, 2021 |
| Project Number: | 220202       |
| Drawn By:       | dch          |
| Checked By:     | CBG          |
| Sheet:          | 1            |

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

|  |                                     |   |
|--|-------------------------------------|---|
| <b><u>TITLE</u></b><br>A RESOLUTION TO SUPPORT EFFORTS TO SECURE FUNDING AND ASSISTANCE WITH THE REPAIR OF SEVERELY ERODED AREAS ALONG THE RED RIVER AND TO OTHERWISE PROVIDE WITH RESPECT THERETO | <b><u>DATE</u></b><br>June 15, 2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>OFFICE OF THE MAYOR<br><b><u>COUNCIL DISTRICT</u></b><br>All<br><b><u>SPONSOR</u></b> |
|--|-------------------------------------|---|

**PURPOSE**

A Resolution to support efforts to secure funding and assistance with the repair of severely eroded areas along the Red River in the City of Shreveport.

**BACKGROUND INFORMATION**

Record levels of rising waters along the Red River has resulted in severe erosion of certain areas which directly threatens certain areas of the city including a multiuse trail that serves the surrounding community, large portions of Clyde Fant Parkway and a highway that currently operates as a levee.

This Resolution will empower the Mayor to undertake any steps necessary to seek out funding for the remediation of these eroded areas as well as articulate the City's needs relative to the Red River's condition to the appropriate Congressional delegation.

**TIMETABLE**

Introduction: June 22, 2021  
Final Passage: June 22, 2021

**ATTACHMENT(S)**

NA

**SPECIAL PROCEDURAL REQUIREMENTS**

N/A

**FINANCES**

None.

**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 Resolution is recommended.

**FACT SHEET PREPARED BY:** Thea R. Scott  
Deputy City Attorney

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION TO SUPPORT EFFORTS TO SECURE FUNDING AND ASSISTANCE WITH THE REPAIR OF SEVERELY ERODED AREAS ALONG THE RED RIVER AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

**WHEREAS**, record levels of rising waters has resulted in severe erosion in certain areas along the Red River which directly threatens to destroy a heavily utilized multiuse trail that serves the community, large portions of Clyde Fant Parkway and a highway that currently operates as a levee; and

**WHEREAS**, the City was previously allocated federal funding for remediation of these issues that was subsequently redirected to another project; and

**WHEREAS**, the City desires the support of the City Council in the request of Emergency Supplemental Funding to repair the more severely eroded areas of the Red River in an effort to secure the existing levee and to shore up critical infrastructure and land along the river.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that the City Council supports efforts to secure federal funding and assistance with the repair of severe erosion areas along the Red River.

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Shreveport shall be empowered to undertake any steps necessary to articulate the City's needs relative to the severity of the River's condition to the appropriate Congressional delegation.

**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:

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City Attorney's Office

|  |                                 |   |
|--|---------------------------------|---|
| <b><u>TITLE</u></b><br>A RESOLUTION TO SUPPORT THE CONSTRUCTION OF A PASSENGER RAIL THROUGH THE CITY OF SHREVEPORT ALONG THE I-20 CORRIDOR AND TO OTHERWISE PROVIDE WITH RESPECT THERETO | <b><u>DATE</u></b><br>6/15/2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>OFFICE OF THE MAYOR<br><b><u>COUNCIL DISTRICT</u></b><br>All<br><b><u>SPONSOR</u></b> |
|--|---------------------------------|---|

**PURPOSE**

A Resolution to support the construction of a passenger rail through the City of Shreveport along the I-20 corridor.

**BACKGROUND INFORMATION**

A project relative to the construction and operation of an I-20 Rail Corridor service which would connect regions of Dallas , Fort Worth and Atlanta with the economies and populations of Northern Louisiana has gained growing support in recent years. This proposed project would include a portion of the passenger rail to run through the City of Shreveport.

Passenger rail services provide a reliable transportation alternative and would help to stimulate economic viability for cities along the railway route. Feasibility studies were conducted in the years 2015 and 2017 which determined that the proposed railway structure could operate over existing railroad infrastructure and further, that a capital investment of less than \$80 million would be required to complete the project.

This Resolution would serve to articulate support for the construction and operation of a passenger railway system to run through the City of Shreveport.

**TIMETABLE**

Introduction: June 22, 2021  
Final Passage: June 22, 2021

**ATTACHMENT(S)**

NA

**SPECIAL PROCEDURAL REQUIREMENTS**

None.

**FINANCES**

None.

**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 Resolution is recommended.

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b><u>FACT SHEET PREPARED BY:</u></b> | Thea R. Scott<br>Deputy City Attorney |
|---------------------------------------|---------------------------------------|

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION TO SUPPORT THE CONSTRUCTION OF A PASSENGER RAIL THROUGH THE CITY OF SHREVEPORT ALONG THE I-20 CORRIDOR AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

**WHEREAS**, a 2015 Amtrak feasibility study determined that a long-distance passenger rail connection could operate over existing railroad infrastructure and would require no need for the exercise of eminent domain; and

**WHEREAS**, a 2017 capacity study suggested that a capital expenditure investment of less than \$80 million in Texas, Louisiana and Mississippi would enable new passenger rail to service on the route without adversely affecting freight traffic along the host railroad; and

**WHEREAS**, the I-20 Rail Corridor service would connect regions of Dallas, Fort Worth and Atlanta and would run through the City of Shreveport; and

**WHEREAS**, the proposed railway service will connect surrounding regions and result in increased economic viability for cities along the railway route; and

**WHEREAS**, grassroots, multi-state coalitions including mayors, local, state and federal officials, business and economic leaders and many other stakeholders have shown great support for this opportunity along the I-20 corridor.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in legal session convened that it hereby recognizes and supports the efforts to construct and operate a long distance passenger rail connection along the I-20 corridor.

**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:

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

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|  |                                     |  |
|--|-------------------------------------|--|
| <b><u>TITLE</u></b><br>A RESOLUTION ENDORSING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF TRANSPORTATION TO SECURE FUNDS FROM 2021 DISCRETIONARY GRANT FUNDING AND TO OTHERWISE PROVIDE WITH RESPECT THERETO. | <b><u>DATE</u></b><br>June 15, 2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>SPORTRAN<br><b><u>COUNCIL DISTRICT</u></b><br>All<br><b><u>SPONSOR</u></b> |
|--|-------------------------------------|--|

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**PURPOSE**

A Resolution to support the submission of a grant application to the U.S. Department of Transportation.

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**BACKGROUND INFORMATION**

The City of Shreveport desires to apply to secure funds from the \$1 billion discretionary funding from the Rebuilding American Infrastructure and Sustainability and Equity (RAISE) grant through the U.S. Department of Transportation.

For this round of RAISE grants, the maximum grant award is \$25 million, and no more than \$100 million to a singles state. Shreveport’s RAISE grant application will focus on the Shreveport Healthcare Development Corridor and primarily (1) Bus Rapid Transit (BRT) buses and stations utilizing electric buses, (2) street and intersection improvements on the 1.6 mile stretch that connects the Health Care Corridor, (3) traffic signal improvements along BRT route including emergency vehicle preemption devices, (4) bike facilities such as protected bike lanes and/or sharrows and (5) improved street lighting.

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**TIMETABLE**

Introduction: June 22, 2021  
Final Passage: June 22, 2021

**ATTACHMENT(S)**

NA

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**SPECIAL PROCEDURAL REQUIREMENTS**

None.

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**FINANCES**

None.

**SOURCE OF FUNDS**

NA

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**ALTERNATIVES**

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

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**RECOMMENDATION**

Approval of this Resolution is recommended.

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|                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b><u>FACT SHEET PREPARED BY:</u></b> | Thea R. Scott<br>Deputy City Attorney |
|---------------------------------------|---------------------------------------|

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**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION ENDORSING GRANT APPLICATION  
SUBMISSION TO THE U.S. DEPARTMENT OF  
TRANSPORTATION TO SECURE FUNDS FROM 2021  
DISCRETIONARY GRANT FUNDING AND TO OTHERWISE  
PROVIDE WITH RESPECT THERETO**

BY:

**WHEREAS**, the City of Shreveport resolves to apply to secure funds from the \$1 billion in Fiscal Year 2021 discretionary funding from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant through the U.S. Department of Transportation; and

**WHEREAS**, the focus for the City's application to secure funding will center on the Shreveport Healthcare Development Corridor to improve the roadway, lighting and provide pedestrian bridges in the high traffic area along the route which will enhance safety. Bus Rapid Transit (BRT) buses and stations utilizing electric buses, street and intersection improvements will also be made on the 1.6 mile stretch that connects the Health Care Corridor, traffic signal improvements along BRT route including emergency vehicle preemption devices, bike facilities such as protected bike lanes and/or sharrows and improved street lighting.

**NOW THEREFORE IT BE RESOLVED** by the City Council of the City of Shreveport, in legal session convened that it hereby endorses and supports grant application submission to the U.S. Department of Transportation to secure 2021 discretionary grant funding.

**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:

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City Attorney's Office

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

|   |                                     |  |
|---|-------------------------------------|--|
| <b><u>TITLE</u></b><br>A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SHREVEPORT, LOUISIANA AND C. EDWARDS CONCEPTS, LLC. TO PROVIDE CURBSIDE RECYCLING WITHIN THE LIMITS OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO | <b><u>DATE</u></b><br>June 14, 2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>Public Works<br><b><u>COUNCIL DISTRICT</u></b><br>All<br><b><u>SPONSOR</u></b> |
|---|-------------------------------------|--|

**PURPOSE**

To authorize the Mayor to execute a contract for Recycling Services between the City of Shreveport, Louisiana and C. Edwards Concepts, LLC.

**BACKGROUND INFORMATION**

The City advertised a “Request for Proposals” in December of 2020 for a contractor to provide curbside recycling. The recycling RFP review committee reviewed the applications and reached the conclusion that C. Edwards Concepts, LLC was the only company that submitted a proposal that provided a curbside pick-up of household recycling material. The committee interviewed Ms. Edwards on two different occasions and made the recommendation to offer the contract to C. Edwards Concepts, LLC, for a primary term of five (5) years with two (2) additional three (3) year renewal periods.

**TIMETABLE**

Introduction: June 22, 2021  
Final Passage: July 13, 2021

**ATTACHMENTS**

Exhibit “A” *Recycling Contract*  
Exhibit “B” *RFP 20-828*  
Exhibit “C” *C. Edwards Concepts RFP Submission*

**SPECIAL PROCEDURAL REQUIREMENTS****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**

It is recommended that the City Council adopt the resolution.

**FACT SHEET PREPARED BY:** Manushka Gracia-Desgage and Gary Norman  
Assistant City Attorney Public Works Director

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SHREVEPORT, LOUISIANA AND C. EDWARDS CONCEPTS, LLC. TO PROVIDE CURBSIDE RECYCLING WITHIN THE LIMITS OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY COUNCILMEMBER:**

**WHEREAS**, in an effort to maintain a recycling option at no additional cost to the citizens, the City issued Request for Proposals (RFP) #20-828 for the purpose of identifying and selecting a new service provider for recycling services; and

**WHEREAS**, it has been determined by the RFP selection committee that C. Edwards Concepts, LLC of Shreveport is the most feasible, viable and effective option; and

**WHEREAS**, C. Edwards Concepts, LLC of Shreveport sets forth in its response that it can better serve the citizens of Shreveport by providing semi-monthly curbside collections; and

**WHEREAS**, the Contract shall be drawn substantially in accordance with the terms outlined in RFP #20-828 and is attached hereto and made part hereof.

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

Mayor Adrian Perkins be and is hereby authorized to execute, for and on behalf of the City of Shreveport, a Contract between the City of Shreveport and C. Edwards Concepts, LLC, to provide curbside recycling services to the City, as well as any other related and accompanying documents to carry out the intent of this Resolution. The Contract, attached hereto and made part hereof, shall be drawn substantially in accordance with the terms outlined in the attached RFP #20-828.

**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.

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

**APPROVED AS TO LEGAL FORM:**

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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”).
- 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 written 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 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.
  - iii. Title to and liability for Unacceptable Waste shall at no time pass to Contractor.
- 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, Presidents Day, 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 Records Law (La. R.S.44:1.1, et seq) of the State of Louisiana.

**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 thirty (30) 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 thirty (30) 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 or similar contingency beyond the reasonable control of the Contractor. 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 executory 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<br/>505 Travis Street, Suite 620<br/>Shreveport, LA 71101</p> |
|---|

City of Shreveport



REQUEST FOR PROPOSALS

RFP 20-828

**City of Shreveport Recycling Services (Re-Advertisement)**

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**NOTE: All items listed in Part V must be submitted with your proposal**

Index of reference items **not** included herein that is incorporated by reference with the same force and effect as if set forth in full text. Should any of these be in conflict with those listed herein, the more stringent will apply.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at [www.shreveportla.gov](http://www.shreveportla.gov) (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

**EXHIBITS**

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**\*Required for all RFPs**

**APPENDIX**

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Revised 12-04-19

# CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 □ Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042  
Phone 318/673-5450 web site: [www.shreveportla.gov](http://www.shreveportla.gov) Fax 318/673-5408

November 13, 2020

RFP 20-828

**MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: December 15, 2020**

**PROPOSAL TITLE: City of Shreveport Recycling Services (Re-Advertisement)**

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be received in the Purchasing office not later than the date and time as listed above. Solicitation documents are posted on BidSync.com. To view the general RFP information and receive notices by email, register with BidSync. Registration is free. If you wish to view or download entire RFP packages, you may do so for an annual fee. It takes about two weeks to get a digital signature. *Allow additional time to set up the digital signature in BidSync.* **Go to [BidSync.com](http://BidSync.com) for more information on this.** Solicitation documents are also available at [www.shreveportla.gov/Solicitations](http://www.shreveportla.gov/Solicitations). BidSync shall be the official source of solicitation documents.

It shall be the responder's responsibility to make inquiry as to the addenda issued. All inquiries pertaining to this RFP shall reference RFP number as shown above. Paper proposals received by the Purchasing Office after the time specified will be documented and then returned to the Offeror unopened. Due to the possibility of negotiation with all Offerors, the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made. Paper proposals and modifications received in response to this Request for Proposals shall be time stamped upon receipt and secured in the Purchasing Division until the established due date. Attendance by the submitter on the established due date is unnecessary, because submittals will be opened at a later time in the presence of a procurement employee or selection committee member.

The proposals must be signed in ink by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission of proposals. **Paper proposals must be submitted using the envelope format as provided in this solicitation document in a sealed opaque envelope/container showing the above proposal title, number, opening date, time of opening and appropriate license number(s) on the outside of the envelope or if a sealed container is used, then all this information shall be shown on the top of the container. The City does not accept faxed or emailed responses for formal solicitations.**

All submittals (see Part V, Submission Requirements) received in response to this Request for Proposals will be rated by the City's Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best Offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of two (the highest rated) firms shall be required. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive informalities, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

City of Shreveport

Wendy Wagnon, CPPO  
Purchasing Agent

**Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the proposal opening at (318) 673-5457.**

## PART I

### GENERAL INFORMATION

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 4.0 It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package.
- 5.0 ***Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 8.0) and a searchable electronic copy on two (2) separate CDs or USB flash drives.***
- 5.1 Proposals should be sent to:
- 5.1.1 City of Shreveport
- 5.1.2 Office of The Purchasing Agent
- 5.1.3 Government Plaza-Suite 610
- 5.1.4 505 Travis Street
- 5.1.5 Shreveport, LA 71101-3042

### 6.0 QUESTIONS

- 6.1 Offerors requiring additional information may email or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:
- 6.2 Email [Shay.Meadows@shreveportla.gov](mailto:Shay.Meadows@shreveportla.gov) or fax Shay Meadows at 318-673-5408.
- 6.3 Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all Offerors via an amendment.

### 7.0 EXPENDITURE

- 7.1 Estimated Expenditure: \$1,900,000.00

### 8.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

- 8.1 The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 8.2 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
- 8.3 The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:
- 8.4 "The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Shreveport shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Shreveport's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

- 8.5 Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
- 8.6 If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the City if a competing proposer or other person seeks review or copies of the Proposer's confidential data.
- 8.7 **If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**
- 8.8 Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.
- 8.9 The City reserves the right to make any proposal, including proprietary information contained therein, available to other agencies or organizations for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
- 9.0 Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

Part II

**INTRODUCTION**

1.0 **INTENT**

1.1 It is the intent of the City of Shreveport to solicit proposals for curbside recycling for approximately 61,000 eligible households. The vendor is to provide this service every other week.

2.0 **TERM OF CONTRACT**

The primary term for services pursuant to this agreement is five (5) years for the date of execution thereof. The City of Shreveport reserves the right to renew any resultant contract(s) in two (2) three (3) year increments, if mutually agreeable with price changes limited to Price Changes paragraph below, unless prices are requested for a longer period in this RFP.

3.0 **PRICE CHANGES**

3.1 Prices will be firm for the contract term as specified in the paragraph above. After the term of the contract, the Consultant may request price increases based on their documented cost increase to be approved by the Public Works Director and the Purchasing Agent. Written requests for price increases must be sent to the Purchasing Agent. The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best Offeror or to solicit new proposals. No increase will be effective until approved in writing by the Purchasing Agent. Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract. Any decrease in pricing shall not be less than the appropriate CPI or PPI.

4.0 **AWARDS**

4.1 An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP; however, the right is reserved to reject any and all proposals received, to waive any informalities, and in all cases the City will be the sole judge as to whether an Offerors proposal has or has not satisfactorily met the requirements of this RFP.

5.0 **BRAND NAMES (La. R.S. 38:2212 F- 2)**

5.1 Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict Offerors to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective Offerors the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.

5.2 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.

6.0 **SAMPLES**

6.1 Samples may be required at anytime during the evaluation/approval process, and must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this proposal notice.

7.0 **PURCHASE ORDER REQUIREMENT**

7.1 The City of Shreveport shall not be responsible for invoices exceeding \$1,000 that do not have a written purchase order covering them.

8.0 **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

8.1 Proposals will be available for public inspection at the time and date approved by the Purchasing Agent.

9.0 **PAYMENTS DUE THE CITY**

9.1 Section 26-211 of the City's Code of Ordinances requires the following:

9.1.1 On every contract to which the City is a party and for which written specifications are prepared, the

specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

- 9.1.2 No contract to which the city is a party shall be awarded to any person who:
- 9.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
- 9.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or
- 9.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.
- 9.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 9.1.7 Proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

10.0 **ASSIGNMENT**

- 10.1 This contract shall not be assigned without the prior written consent of the city through its Mayor.

11.0 **UNSATISFACTORY WORK**

- 11.1 The City shall not be obligated to pay for unsatisfactory work.

12.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 12.1 By submitting and signing this proposal, the proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and the proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

PART III

**SCOPE OF WORK**

**1.0 CITY-WIDE CURBSIDE RECYCLE COLLECTION SERVICE**

- 1.1 The Proposer will provide curbside collection services for recyclables every other week either through utilization of a third-party or through its own vehicles and employees.
- 1.2 The Proposer must provide educational programs and public service announcements to try to increase participation levels in the collection program at their own expense.
- 1.3 The City will provide approximately sixty-four (64) gallon roll out containers for each collection point and will maintain containers during the life of this agreement.
- 1.4 The Proposer agrees to collect all single stream recyclables weekly, at curbside, unless backdoor collection is required for the infirm and/or handicapped per the list that is maintained and supplied to the contractor by the City.
- 1.5 Recyclables to be collected through the curbside collection program will include waste paper, metal, plastic containers, and any other items typically collected for recycling in municipal single stream residential recycling programs as technology and markets for recyclable materials make commercially reasonable. The specific items eligible at any particular time shall be determined by the Proposer and shall be set forth in written guidelines approved by the City and these guidelines will be disseminated to the participating residents, as modified from time to time.
- 1.6 All backyard collection customers will locate their container so that it is not inside a fenced area, inside a garage or carport, on a patio, or inside of any enclosure unless such enclosure is designed specifically for any such solid waste container. No new backyard customers are allowed unless a letter is submitted from a physician,
- 1.7 Residential customers not receiving backyard collection will set all their properly containerized recycle at the curbside or street side not to exceed ten feet from the edge of the curb or street.
- 1.8 Containers will be set out by residents prior to 7:00 a.m. on the day of collection to assure that their recycle is collected.
- 1.9 The Proposer will coordinate with the solid waste collection contractor to arrange pick up and rescheduling on the same day as solid waste, **including adjustments to coordinate with the City's Holiday Schedule, see 1.18.**
- 1.10 **Exclusive Agreement**
- 1.11 The selected contractor shall have the right, to the exclusion of other recycle haulers, to provide residential recycle collection during the effective term of the contract.
- 1.12 The only apartment, townhome or trailer park complexes included in the contract, shall be those being currently collected or that request service in the future, along with permission to operate collection vehicles on their streets.
- 1.13 The City of Shreveport will be responsible for purchasing any bins needed for this purpose and will also perform all maintenance
- 1.14 The selected contractor shall possess or procure packer trucks equipped with lifter units compatible with the wheeled bins mentioned above.
- 1.15 The selected contractor will not be responsible for the collection of recycle in areas which are temporarily flooded or rendered inaccessible by natural or manmade causes.
- 1.16 The selected contractor will collect City of Shreveport's recycle in 25 yard packer units, unless other collection vehicles are mutually agreed upon.
- 1.17 The address of the recycle facility to which collection will be delivered shall be provided with the Offeror's proposal.
- 1.18 Collection schedules may be varied during weeks in which holidays occur and are observed by the City of Shreveport. The holidays which shall be observed are New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- 1.19 Services to each customer will be provided at least once per week during holiday weeks. Notice of schedule changes will be provided to the citizens of Shreveport in advance for proper advertisement through media outlet.
- 1.20 Regular collection schedules may be altered due to severe weather conditions or other unforeseeable events. This will be done only by mutual agreement. It is mutually recognized that recycle collection methods and

technology may change during the term of the contract and any changes which significantly affect service will be mutually agreed upon before being implemented.

1.21 **Hours of Operation**

1.22 Collection of solid waste by the selected contractor shall not start before 7:00 a.m. or continue later than one hour after sunset except when both parties agree and it is necessary in order to complete collection in an existing route due to unforeseen circumstances.

1.23 **Customer Service**

1.24 Customer service problems affecting City of Shreveport will be resolved promptly and courteously by the selected contractor and its employees.

1.25 The selected contractor will keep any records reasonably required by the City of Shreveport concerning complaints and will keep the appropriate City of Shreveport officials advised of any unresolved problems or any other condition which affect the satisfactory delivery of service. A report will be e-mailed to City of Shreveport each day by 10:00 AM concerning the previous days service (Tonnage collected, complaints resolved, unresolved complaints, etc.)

1.26 The City of Shreveport reserves the right to audit contractor's records with three days notice.

1.27 The selected contractor will agree to clean up any spills on public rights-of-way within Shreveport associated with mechanical problems of the packer units.

1.28 All missed pick-ups whether contractor or customer error, must be resolved within the business day following the complaint, including Saturday.

1.29 **Materials Accepted**

1.30 The approximately 64 gallon rollout carts which have been delivered to residents will continue to be the primary container for the collection of household recycle. They may be supplemented, if necessary, by any other container described below.

1.31 Plastic bags may be used to supplement the carts provided that the bags are of a minimum of 1.5 millimeters thick and securely tied, and have a capacity of no more than 35 gallons.

2.0 **Alternative Service #1: Individual Subscription Service**

2.1 Every other week curbside collection service, the same scope as City-Wide Curbside Collection Service, provided to and charged to citizens by contractor at a per household price. All bins will be supplied by the City. Contractor will pay the City a fee for each bin.

3.0 **Alternative Service #2: Set-Rate Service**

3.1 Provide proposed project plan using Exhibit A to include the level of service your firm can offer for an annual fee \$1.9 million.

**PART IV- EVALUATION CRITERIA**

RFP#: 20-828 Title of RFP: City of Shreveport Recycling Services (Re-Advertisement)

Evaluator: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

|    |   | POINT RANGE | POINTS ASSIGNED |
|----|---|-------------|-----------------|
| 1  | Soundness of Offerors approach to the problems and needs presented by the project, including Offerors methodology for achieving specific tasks and objectives.  | 0-25        |                 |
| 2  | Experience and capacity of Offeror, including recent and related experience.  | 0-25        |                 |
| 3  | Qualifications of project personnel and Offerors ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Also, commitment to change computer system to accommodate the processing of data during the current year and beyond. | 0-20        |                 |
| 4* | Cost effectiveness and reasonableness of Offerors proposed fee.   | 0-20        |                 |
| 5  | Offerors commitment to meet Fair Share Requirements.  | 0-10        |                 |

**TOTAL POINTS: 100 Points**

\*The points for cost shall be furnished by the Purchasing Agent, based upon the standard formula as listed below: Fee schedules, including total life cycle costs (when applicable), will be scored by applying the maximum number of points permissible to the responsible firm submitting the lowest responsive fee. All other Offerors are prorated points, by determining the percentage of differential between the low Offerors responsive total and cost and each of the other Offerors total cost, and then applying the percentage of differential accordingly.

PART V

**PROVIDE SUBMISSION REQUIREMENTS IN THE FOLLOWING FORMAT**  
**Proposals submitted in the prescribed format and with properly completed exhibit forms, as provided herein, will be evaluated for contract award.**

- 1.0 SUBMISSION REQUIREMENTS & CHECKLIST – Provide the following for **EACH** type of service proposed.
- 1.1 To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:
  - 1.1.1  A Table of Contents - clearly identify the material, by section and page number.
  - 1.1.2  A Letter of Transmittal - **limit to four printed pages.**
  - 1.1.3  Provide an email address.
  - 1.1.4  Provide number of years in business, office location, email address, and financial stability of company.
  - 1.1.5  Briefly state your firms understanding of the work to be done, and make positive commitment to perform the work.
  - 1.1.6  Identify your proposals principal strengths and weaknesses.
  - 1.1.7  Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
  - 1.1.8  State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency within the past five (5) years, because of your performance. Explain fully if your firm has been involved in any litigation and/or has been disqualified.
  - 1.1.9  Provide the address of the recycle facility to which collection will be delivered.
  - 1.1.10  Indicate the number and dates of amendments that you have received. **(end of transmittal letter)**  
\*\*\*\*\*
- 1.2  Provide narrative on the approach to the scope of work (proposed project plan) using the format of **Exhibit A.**
- 1.3  Submit Schedule of Events using the format of **Exhibit B.**
- 1.4  Document five of Offerors prior similar projects with name, address, and phone number of a contact with whom City can discuss Offerors past performance using the format of **Exhibit C.**
- 1.5  Submit qualifications of personnel that will work on this project using the format of **Exhibit D.**
- 1.6  Provide cost proposal using the format of **Exhibit E.**
- 1.7  Provide completed Fair Share forms (Appendix 1) which includes the amount and percentage of commitment.
- 1.8  **Submit Appendix #3 - FELONY CONVICTION STATEMENT.**
- 1.9  List proposed warranty to include terms, conditions, length, location of repair facility, means of transport and etc.
- 1.10  List any exceptions to this RFP (and/or the City's Standard Agreement).
- 1.11  Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.

## CITY OF SHREVEPORT

### Section 40-Fair Share Requirements (Revised 3-14-2019)

Applies to IFB, RFP, RFS, and RFQ Documents except when a Commodity Purchase or if for the Airport.

#### 1.0 DEFINITIONS

1.1 **Bid**-shall mean bid for IFBs, proposal for RFPs, and quote for RFQs.

1.2 **Contractor**-shall mean prime contractor for IFBs, RFPs, and RFQs. For RFSs, **Contractor** shall mean Prime Consultant.

1.3 **Offeror**-shall mean a person who submits an RFP.

1.4 **Subcontractor**-shall mean subcontractor for IFBs, and RFQs. For RFSs, Subcontractor shall mean Sub consultant.

1.5 **FSC**-is Fair Share Certified (specific to City-Funded Projects and included in the Fair Share computation). **Fair Share Certification applications may be obtained as follows:**

1.5.1 City of Shreveport Fair Share Office... 318-673-5009

1.5.2 505 Travis Street

1.5.3 Shreveport, LA 71101

1.5.4 FSC Application Affidavits maybe downloaded at::

[www.shreveportla.gov/FairShareApp](http://www.shreveportla.gov/FairShareApp)

1.6 **DBE**- is Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects). DBE- a group that is defined by the Government as presumptively disadvantaged by provisions of CFR 49.

1.7 **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

1.8 **MBE**-is Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendors Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <https://www.shreveportla.gov/140/Bids-RFPs>

#### 2.0 PURPOSE OF THE PROGRAM

2.1 The City of Shreveport has implemented this program to ensure that their **construction and service** contracts provide employment and growth opportunities for small disadvantaged businesses.

2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC or DBE subcontractors.

2.3 All efforts must be documented.

2.4 Direct commodity purchases made by the City are exempt from the program.

#### 3.0 FAIR SHARE CONTRACT CLAUSES

3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.

3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at [www.shreveportla.gov](http://www.shreveportla.gov), and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.

3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.

3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5009 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.

3.2 Prompt Payment Clause

3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.

- 3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) business days of receipt of payment to the prime contractor from the City.
- 3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) business days.
- 3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.
- 3.3 **Affirmative Action Clause**
- 3.3.1 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all prime contractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
  - 3.4.4.1 Assurance of utilization of FSC and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor=s failure to make timely payment to the subcontractor.
- 3.6 **Fair Share Certified (FSC) or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS**
- 3.7 **PRE-BID EFFORTS REQUIRED REGARDING FSCs or DBEs**
- 3.8 Bidders are **required** to contact, and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) Certified FSC or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: [www.shreveportla.gov/FairShareDirectory](http://www.shreveportla.gov/FairShareDirectory) Federal Projects: <http://www8.dotd.louisiana.gov/ucp/>
- 3.10 These requirements are contractual obligations and are included in all contracts.
- 3.11 Failure to comply may result in a finding of breach of the contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- 3.12 Who to contact
- 3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders

must contact:

3.12.2 Every FSC or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and

3.12.3 In addition to the above, a minimum of five (5) other FSC or DBE firms.

3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.

3.13 When to contact

3.13.1 All Bidders must provide project information to FSC or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractors bids are due.

3.13.2 The first documented contact with each FSC or DBE firm must be at least seven (7) working days before bid opening.

3.14 How to contact

3.14.1 First contact: Bidders shall contact FSC or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC or DBE firm contacted to determine if a bid will be submitted or if further information is required.

3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.

3.15 What information must be provided

3.15.1 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**

#### 4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER SUBMISSION**

4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and/or the Fair Share Office and the Originating Department.

4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another FSC or DBE for the work to be performed by that subcontractor.

4.1.3 Documentation of these efforts is required, and must be submitted to the Purchasing Agent and the Fair Share Office **on FSC FORM 2.**

#### 5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

##### 5.1 **FAIR SHARE DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOWEST CONSTRUCTION/SERVICE PROVIDER BIDDER.**

5.1.1 **COMPLIANCE AGREEMENT-FSC FORM 1.** Submit completed **FSC FORM 1.**

5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2.** Submit **FSC FORM 2** showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also. **Note:** Construction Bidders, including 100% Fair Share/DBE, must turn in this form showing all subcontractors to be used on this contract.

5.1.3 **PROJECT CONTACT SHEET-FSC FORM 3.** Submit **FSC FORM 3** showing a completed log of contacts with FSC or DBE firms.

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each FSC or DBE Subcontractor or Sub-subcontractor. This **letter of Intent** must be submitted within 72 hours of the bidder being designated as the apparent lowest construction/service provider bidder, or his/her bid **will** be declared non-responsive.

5.1.5 Failure to submit these documents shall make a bid non-responsive and the apparent lowest bidder ineligible to receive an award of the contract.

- 5.1.6 The Purchasing Agent and/or the DBE Compliance Manager and/or the Fair Share Office shall have the right to seek clarification to assure good faith effort compliance.
- 6.0 **DOCUMENTS TO BE SUBMITTED AFTER CONTRACT AWARD.**
- 6.1.1 **MONTHLY SUBCONTRACTOR PAYMENT UTILIZATION REPORT-FSC FORM 5:** All subcontractors (including FSC or DBE firms) and second tier subcontractors shall be reported on the FSC **FORM 5** as well as contract amounts and payments.
- 6.1.2 **Copy of letter or fax sent to FSC or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.*
- 6.2 **Optional Good Faith Efforts**
- 6.2.1 Contractors should consider efforts such as:
- 6.2.2 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?
- 6.2.3 Did the contractor provide written notice to a reasonable number of specific FSCs or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs or DBEs to participate effectively?
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSCs or DBEs to determine certainty whether the FSCs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs or DBEs with adequate information about the plans, specifications, and requirements of the contract?
- 6.2.7 Did the contractor negotiate in good faith with interested FSCs or DBEs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities?
- 6.2.8 Did the contractor make efforts to assist interested FSCs or DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor?
- 6.2.9 Did the contractor effectively utilize the services of available community organizations; contractors groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of FSCs or DBEs?

---

END

**PART VI**

RFP NO. 20-828

EXHIBIT A

Type of Service Proposed (see page 19) \_\_\_\_\_

Provide a separate Exhibit A with **EACH** type of service proposed.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

COMPANY \_\_\_\_\_

**NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK**

*Proposals should respond to the Scope of Work point by point by numeric reference.*

Type of Service Proposed (see page 19) \_\_\_\_\_

Provide a separate Exhibit B with **EACH** type of service proposed.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

COMPANY \_\_\_\_\_

**SCHEDULE OF EVENTS**

*The Offeror should briefly describe each step of the schedule of events in its proposed plan of action to accomplish the scope of work in a sequential manner, identifying the specific assignment of key personnel and the time required to complete each step. This form should be completed, in addition to the Offerors narrative description of its proposed plan of action.*

| Step # | Schedule of Events | Time Required | Person Assignment |
|--------|--------------------|---------------|-------------------|
|--------|--------------------|---------------|-------------------|

Type of Service Proposed (see page 19) \_\_\_\_\_

Provide a separate Exhibit C with EACH type of service proposed.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

COMPANY \_\_\_\_\_

**OFFERORS EXPERIENCE**

|                  |                      |
|------------------|----------------------|
| Organization     | Public Entity? Y / N |
| Point of Contact | No. Years as Client  |
| Title            |                      |
| Phone Number     |                      |
| Email Address    |                      |

|                  |                      |
|------------------|----------------------|
| Organization     | Public Entity? Y / N |
| Point of Contact | No. Years as Client  |
| Title            |                      |
| Phone Number     |                      |
| Email Address    |                      |

|                  |                      |
|------------------|----------------------|
| Organization     | Public Entity? Y / N |
| Point of Contact | No. Years as Client  |
| Title            |                      |
| Phone Number     |                      |
| Email Address    |                      |

|                  |                      |
|------------------|----------------------|
| Organization     | Public Entity? Y / N |
| Point of Contact | No. Years as Client  |
| Title            |                      |
| Phone Number     |                      |
| Email Address    |                      |

|                  |                      |
|------------------|----------------------|
| Organization     | Public Entity? Y / N |
| Point of Contact | No. Years as Client  |
| Title            |                      |
| Phone Number     |                      |
| Email Address    |                      |

Type of Service Proposed (see page 19) \_\_\_\_\_

Provide a separate Exhibit D with EACH type of service proposed.

PAGE \_\_\_\_ OF \_\_\_\_

COMPANY \_\_\_\_\_

**PERSONNEL STAFFING**

|            |                       |
|------------|-----------------------|
| Name       | Resume Attached Y / N |
| Title      | No. Years with Firm?  |
| Experience |                       |

|            |                       |
|------------|-----------------------|
| Name       | Resume Attached Y / N |
| Title      | No. Years with Firm?  |
| Experience |                       |

|            |                       |
|------------|-----------------------|
| Name       | Resume Attached Y / N |
| Title      | No. Years with Firm?  |
| Experience |                       |

|            |                       |
|------------|-----------------------|
| Name       | Resume Attached Y / N |
| Title      | No. Years with Firm?  |
| Experience |                       |

|            |                       |
|------------|-----------------------|
| Name       | Resume Attached Y / N |
| Title      | No. Years with Firm?  |
| Experience |                       |

|            |                       |
|------------|-----------------------|
| Name       | Resume Attached Y / N |
| Title      | No. Years with Firm?  |
| Experience |                       |

**COST PROPOSAL**

**City of Shreveport Recycling Service**

Contractors may submit a proposal on any or all of the following.

Provide separate packet with submission requirements for **EACH** type of service proposed.

| Selection Proposed       |  | Type of Service  | Tipping Fee |
|--------------------------|--|--|-------------|
| <input type="checkbox"/> |  | Citywide Curbside Recycling Service – Every Other Week | \$<br>_____ |

| <input type="checkbox"/> | Alternative Service #1<br>Individual Subscription Service | Number of Households Required | Bin Fee per Household (choose one) |          | Tipping Fee |             |
|--------------------------|---|-------------------------------|------------------------------------|----------|-------------|-------------|
|                          |   | _____                         | \$                                 | One Time |             | \$<br>_____ |
|                          |   | _____                         | \$                                 | Monthly  |             |             |
|                          |   | _____                         | \$                                 | Annually |             |             |

|                          |  |   |  |
|--------------------------|--|---|--|
| <input type="checkbox"/> |  | <b>Alternative Service #2</b><br>Set-Rate Service (\$1.9 Million) |  |
|--------------------------|--|---|--|

**COST PROPOSAL cont.  
ACKNOWLEDGEMENTS**

\_\_\_\_\_ (initial)

\_\_\_\_\_ (initial)

**OFFERORS CERTIFICATIONS**

Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any grant or contract within any grant or contract within the past twelve months?

YES \_\_\_\_\_ NO \_\_\_\_\_ (IF YES GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

- 1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
- 1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
- 1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project;
- 1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
- 1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the below captioned firm, corporation or business.
- 1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.
- 1.6 If awarded a contract/purchase order, my company understands and agrees to provide the sub consultant information as listed in **GENERAL CONTRACT PROVISIONS (www.shreveportla.gov/bids/bids.htm)**, paragraph 16, **SUBCONTRACTOR TRACKING. I hereby certify that sub consultant(s) \_\_\_\_\_ (would/would not) be used.**
- 1.7 In accordance with the Fair Share Requirements of this RFP, the Offeror assures the City that he or she will meet or exceed the Fair Share goal, or if cannot meet the required goal, the Offeror will assure the City that he or she will document good faith efforts made toward meeting the goal requirement in accordance with the fair share requirements. Fair share goal for this project is 25%.

\_\_\_\_\_  
Signature Offerors Representative  
authorized to enter into contract with  
the City of Shreveport

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature (typed/printed)

\_\_\_\_\_  
State Contractors License Number

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Emergency Number(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Offerors Federal Employer I.D. Number

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*License # \_\_\_\_\_  
\*State Contractors License Number or Insert EXEMPTION, IF NOT REQUIRED.

PLEASE RUSH TO:

**CITY OF SHREVEPORT**  
**OFFICE OF THE PURCHASING AGENT**  
**505 Travis Street, Suite 610**  
**SHREVEPORT, LOUISIANA 71101-3042**

SEALED PROPOSAL FOR:

RFP Number: 20-828

Project Name: City of Shreveport Recycling Services (Re-Advertisement)

Opening Date/Time: \_\_\_\_\_

Attention: Use this format on the outside of your container when responding with a paper proposal.  
We do not accept faxed responses for formal solicitations! Revised 12-15-11

EXHIBIT F

**City of Shreveport**  
**COMPLIANCE AGREEMENT-FSC FORM 1**

RFP# 20-828 (Revised 9-10-07)

**By signing this document, the bidder hereby certifies, understands, and affirms that:**

- 1.0 It has not discriminated against any FSC, S/DBE, or DBE firms in awarding subcontracts for this project.
- 2.0 The good faith efforts requirements are contractual obligations that must be fulfilled whether or not listed on these forms.
- 3.0 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**
- 4.0 Failure to provide information may result in a loss of the bidder's bid bond.
- 5.0 Replacement of a subcontractor during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and/or the Fair Share Office and the originating department; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. **See UTILIZATION/CONTRACT TRACKING-FSC FORM 2 AS REQUIRED FOR ALL SUBS/SUB of SUBS.**
- 6.0 Consideration was given to waiving bonding requirements for FSC, S/DBE, or DBE subcontractors.

**And, Executes this Compliance Agreement as:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Owner or Representative

Title

Date

Print Name: \_\_\_\_\_



City of Shreveport

**PROJECT CONTACT SHEET-FSC FORM 3**

(Revised 8-30-07)

Name of Project: City of Shreveport Recycling Services (Re-Advertisement) RFP Number: 20-828

Bidder's Name: \_\_\_\_\_

Bidders should record their contacts with potential FSC or DBE subcontractors through use of this log. Additional forms may be copied if needed.

| Name of Subcontractor | Type of Contact(s) | Date & Time of Contact | Person making/receiving call or other communications | Contact made?<br>Yes/No | Quote received Amount (\$) | Quote accepted Or rejected? | Comments |
|-----------------------|--------------------|------------------------|--|-------------------------|----------------------------|-----------------------------|----------|
|                       |                    |                        |  |                         |                            |                             |          |
|                       |                    |                        |  |                         |                            |                             |          |
|                       |                    |                        |  |                         |                            |                             |          |
|                       |                    |                        |  |                         |                            |                             |          |
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|                       |                    |                        |  |                         |                            |                             |          |
|                       |                    |                        |  |                         |                            |                             |          |
|                       |                    |                        |  |                         |                            |                             |          |
|                       |                    |                        |  |                         |                            |                             |          |

APPENDIX 1, Form 4



RFP # 20-828 PROJECT# \_\_\_\_\_ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

LETTER OF INTENT TO PERFORM AS A PRIME CONTRACTOR AND UTILIZE A SUBCONTRACTOR/SUBCONSULTANT

[NOTE: Pursuant to the City of Shreveport's Fair Share Program for Equal Business Opportunity, established by Ordinance No. 105, 1999, 7-27-99, DBE firms participating in the Program must have current certification status prior to award of a contract where they are counted towards subcontracting participation. If the City of Shreveport determines that a firm is not an eligible DBE firm, that firm is advised to immediately submit a completed certification application to the State of Louisiana, Department of Transportation and Development, LAUCP Section, P.O. Box 94245, Baton Rouge, LA 70804-9245 for consideration on subsequent projects.

- 1. Name of Project \_\_\_\_\_
2. Name of offeror/prime contractor \_\_\_\_\_
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply", "install" or "perform particular services"):

\_\_\_\_\_ at the price of \$ \_\_\_\_\_

(Name of DBE/FSC Firm) (Date)

Circle one (Owner/Authorized Agent of DBE/FSC firm) Type or Print Name (Signature of Owner or Authorized Agent of DBE /FSC Firm)

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I, \_\_\_\_\_ am the duly authorized representative of (Circle one-Owner/Authorized Agent)

\_\_\_\_\_ and that I have personally reviewed the material and Name of Prime Contractor

facts set forth in this Letter of Intent to Perform. To the best of my knowledge, information, and belief, the facts in this form are true, and no material facts have been omitted.

Pursuant to the City of Shreveport Ordinance, No. 105, 1999, 7-27-99, Sec. 2-414, Intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE or FSC in any City of Shreveport contract may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

Circle One (Owner/ Authorized Agent) Type or Print Name (Name of Prime Contractor company/firm -Print or Type)

(Signature of Owner or Authorized Agent) (Date)

(Phone Number) (Fax Number) (Revised 8-30-07)





AFFIDAVIT

ATTESTING THAT ENTITY OR PERSON DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND DOES NOT OWE OUTSTANDING DEBT TO CITY

\*\* This affidavit is submitted to document compliance with Shreveport City Code 26-211. \*\*

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

\_\_\_\_\_ authorized representative of:

\_\_\_\_\_ with a Federal Tax Identification Number (EIN) of:

\_\_\_\_\_ and with a current email address of:

\_\_\_\_\_ who does hereby state as follows, to-wit:

- 1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.
3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.
4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.
5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification Number or LA Bar Roll Number  
\*\*\*\*\*

Mail original affidavit via U.S. mail or Deliver via other carrier or hand-delivery to:

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

\*\* Form Revised 12/19/2019 \*\*

**APPENDIX 3**

**City of Shreveport**

**FELONY CONVICTION/E-VERIFY AFFIDAVIT**

This document must be furnished with your proposal. Failure to submit at the specified time may result in the proposal being declared as non-responsive.

RFP Number: 20-828

**By signing this document in accordance with La. R.S. 38:2227, the appearer, as a proposer on the above project, does hereby attest that:**

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- 1.1 Public bribery (R.S. 14:118)
- 1.2 Extortion (R.S. 14:66)
- 1.3 Corrupt influencing (R.S. 14:120)
- 1.4 Money laundering (R.S. 14:23)

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- 2.1 Theft (R.S. 14:67)
- 2.2 Identity Theft (R.S. 14:67.16)
- 2.3 Theft of a business record (R.S.14:67.20)
- 2.4 False accounting (R.S. 14:70)
- 2.5 Issuing worthless checks (R.S. 14:71)
- 2.6 Bank fraud (R.S. 14:71.1)
- 2.7 Forgery (R.S. 14:72)
- 2.8 Contractors; misapplication of payments (R.S. 14:202)
- 2.9 Malfeasance in office (R.S. 14:134)

**3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a proposer on the above project, does hereby attest that:**

- 3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- 3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- 3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

**And, executes this document as:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Owner or Representative      Title      Date

Print Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Fax to: 318-673-5408      **OR** E-Mail to: shay.meadows@shreveportla.gov      (10-23-15)

# CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 □ Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042  
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

December 10, 2020

## AMENDMENT #1

### RFP #20-828

#### City of Shreveport Recycling Services (Re-Advertisement)

Proposers on the project are hereby notified that this amendment shall be attached to and made part of the above named solicitation documents dated November 13, 2020. The following items are issued to add to, to modify, and/or clarify the solicitation documents. These items shall have full force and effect as the solicitation documents. Proposals, to be submitted on the specified date, shall conform to the additions and revisions listed herein. Failure to do so may subject the proposal to being declared as non-responsive.

**It shall be the proposer's responsibility to make inquiry as to any amendments issued.**

**The opening date has been extended to December 29, 2020 at 3:00 p.m. The new deadline for questions is December 21, 2020 at 3:00 p.m.**

#### 1.0 Forms and Documents

- 1.1 **Replace** Evaluation Criteria (page 9) with the revised Evaluation Criteria in **Exhibit A**. Criteria #3 has been revised to remove the commitment to change the computer system.

#### 2.0 Questions and Clarifications

- 2.1 Could you please further explain the Evaluation Criteria 3, second part on page 9 as follows "commitment to change computer system to accommodate the processing of data during the current year and beyond."

**The Evaluation Criteria has been revised to remove the "commitment to change computer system to accommodate the processing of data during the current year and beyond."**

- 2.2 Lastly, would the city consider accepting two separate bids, one for the processing of the recycling material collected and one for the actual collection component, if submitted by two different companies?

**Any cost related to the processing or disposal of the Recycling Material should be included with the cost of the collection and transportation of the material to the approved recycling facility.**

- 2.3 Would the City be willing to entertain the idea of a longer contract agreement (10 years) with the ability to renew afterwards in multiple 5-year terms, for up to 25 years?

**To extend a contract past the terms laid out in the RFP would require City Council approval. If a longer period is necessary to make your proposal work you will need to specify that in your proposal and it will be considered.**

- 2.4 Would an annual CPI price increase be considered by the City? (related to section 3.0 Price Changes)

**Yes. After the term of the contract, the Consultant may request price increases based on their documented cost increase to be approved by the Public Works Director and the Purchasing Agent.**

2.5 When is the anticipated start date for the contract? (When service is expected to begin)

**As soon as possible.**

2.6 Would the City consider a two-week extension to the bid to allow us time to review the answers to these questions, given the short turnaround time?

**The opening date has been extended to December 29, 2020 at 3 p.m.**

2.7 When is the anticipated award date for this contract?

**As soon as possible. I would anticipate at least a couple of months to get through the RFP and approval process.**

2.8 Regarding collection: What are the route details (collection schedule) including number of units per route for each service day?

**The RFP requires that recycling follows the same schedule as the normal trash pickup. Our trash routes are run on Monday, Tuesday, Thursday and Friday. One half of the recycling route per pickup day will be picked up on one week and then the next week the other half will be picked up. This will result in an every other week recycling collection. If you are proposing something different to keep your proposal in the money allocated for the recycling please specify in your proposal. We estimate that we have approximately 61,000 households that we provide solid waste service for. A much smaller percentage of these citizens actually recycle. Previous years history shows that approximately 500 Tons per month or 6,000 tons per year are picked up for recycling.**

2.9 What is the historical participation data, by route for the past 12 months?

**We do not have the participation per route information.**

2.10 What is the historical collection weight data, by route for the past 12 months?

**We do not have the breakdown of weight by route.**

2.11 What has been the tonnage by commodity type for the past 12 months?

**The only information available is for the first quarter of 2019. The percentage breakdown was Mixed 59%, OCC 9%, PET 3%, HDPE 2%, Aluminum 1%, Steel 2% and Glass 7%. The total single stream per month was 726 tons. Our average as stated above has been around 500 tons per month.**

2.12 Please provide the contract rates and copies of the most recent invoice from the current contractor.

**The payment to the last contractor was based on a flat rate of \$158,333.00 per month for an annual payment of \$1,900,000.**

2.13 The document focuses primarily on collection services rather than processing, can you inform me of whether the processing of materials is also being requested of the offeror in this RFP or whether it is just for recycling collection from the city to be transported?

**Per section 1.17, the address of the recycle facility to which collection will be delivered shall be provided with the Offeror's proposal.**

- 2.14 Does the city have a designated recycling facility and processor now? If so, what is the name of the company doing the processing and where are they located?

**The RFP does not specify which recycle facility the contractor has to use but it does require them to specify which facility they will use. Nothing prohibits the contractor from recycling the material themselves. Our concern is that the material goes to a recycle facility and not a landfill.**

- 2.15 Would you be able to provide records of recycling volume in tons collected from the city by month over the past couple years?

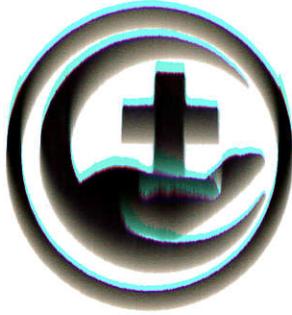
**We do not have a monthly break down of the amount recycled each month but the average is approximately 6,000 tons per year or 500 tons per month.**

All questions must be submitted in writing. E-mail questions to Shay Meadows at [shay.meadows@shreveportla.gov](mailto:shay.meadows@shreveportla.gov). Continue to monitor BidSync and the City website [www.shreveportla.gov/solicitations](http://www.shreveportla.gov/solicitations) for any additional amendments.

CITY OF SHREVEPORT



Wendy Wagnon, CPPO  
Purchasing Agent



**C. EDWARDS CONCEPTS, LLC**  
**PUBLIC HEALTH**  
**AND**  
**DEVELOPMENT CONSULTING**

Nationally Recognized ~Locally Owned

1545 Line Ave. Ste 211 Shreveport, LA 71101  
318.519.4802  
cedwardsconcepts@gmail.com

**CITY OF SHREVEPORT RECYCLING PROJECT**

**RFP 20-828**  
Submission Date  
December 29, 2020  
3:00pm

## C. Edwards Concepts, LLC Recycling Program Proposal

| Table of Contents                            | Page # |
|--|--------|
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| Fare Share Form Appendix 1                   | 16     |
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| Proposed Warranty and Exceptions Statement   | 19     |
| Other Information and Materials – Appendices |        |

Organization Information: C. Edwards Concepts, LLC Public Health and Development Consulting

1.1.2 Letter of Transmittal

1.1.3 Email Address:

[charletteedwards@gmail.com](mailto:charletteedwards@gmail.com)

1.1.4 (a) Number of Years in Business: 12

(b) Office Location: 1545 Line Ave. Ste. 211 Shreveport, Louisiana

(c) Email address: [cedwardsconcepts@gmail.com](mailto:cedwardsconcepts@gmail.com)

(b) Financial Stability of Company: Secure

1.1.5 Statement of Work: Firms understanding of work to be done

In response to the City of Shreveport's Re-Advertisement for Recycling Services, C. Edwards Concepts, LLC intends to provide Recycling Services to increase the capacity for recycling for the city of Shreveport and its residents.

On this premise, C. EDWARDS CONCEPTS, LLC will provide a front end range of services reflective of the recycling needs of the City of Shreveport and its citizenry. Recycling services will include (1) Education and Awareness Campaigns and Public Service Announcements; (2) Collections via by-weekly curbside collections and the introduction of a drop off center; and (3) Collection of City of Shreveport's recycle in 25 yard packer units.

1.1.6 Proposal Strengths: The strength of the C. Edwards Concepts proposal lies in the organization's experience and expertise in Environmental Science. The organization has recent history and credentials in Environmental Remediation to include its own Solid Waste Transporter ID Number T-017-14338 as provided by the Louisiana Department of Environmental Quality - Environmental Services Division.

Proposed staffing includes Commercial Drivers Licensed operators with Tanker, HAZMAT, and Transportation Worker Identification Credential (TWIC) endorsements, for ensuring access to secure areas of the nation's facilities and vessels. (1) an Operations Manager with experience and expertise as a Foreman and Health Safety and Environmental Experience in a service related industry; (2) a CDL Licensed Driver Training Coordinator with more than 10 years' experience in commercial service provision and; (3) a logistics coordinator with more than 12 years' experience in customer/client care coordination, problem resolution and critical call management.

Additionally C. Edwards Concepts, certified by the City of Shreveport Fare Share Program as a Specialized Janitorial Service, is a comprehensive Public Health Consulting firm with skills abilities and credentials that serve varied populations. Supportive of this end C. EDWARDS CONCEPTS, LLC has provided, facilitated, or anchored campaigns of local, regional and national significance and has worked with multiple agencies and organizations throughout Shreveport and Northwest Louisiana. C. EDWARDS CONCEPTS, LLC has worked in diverse capacities including Environmental Remediation, Community Health and Disease Prevention. The organization also has several environmental credentials including LDEQ certifications in Remediation, Training, and Transportation. These community oriented programs further strength our organizations proposal by substantiating our organization's ability to gain community trust and support through community engagement and to promote community initiatives that are community focused, community informed and community driven. This documented history of community service and engagement will serve as a valuable platform for providing educational programs to increase participation in the collection program.

**1.1.6 (b) Proposal Weakness:** While the organization has several environmental credentials including LDEQ certifications in Remediation, Training, and Transportation, C. Edwards Concepts is limited in its number of Direct Service Commercial Clients has not gained experience in Recycling.

**1.1.7 Authorized Representatives:**  
Charlette Edwards, MSPH,  
Chief Executive Officer  
1545 Line Ave. Ste. 211  
Shreveport, LA 71101  
318.519.4802  
charletteedwards@gmail.com

**1.1.8 Litigation Statement:** C. Edwards Concepts, LLC has not been involved in any litigation and has not been involved disqualified by any agency.

**1.1.9 Recycle Facility:**  
Rivers Recycling, LLC  
298 FM 1252 West  
Kilgore Texas, 75662

1.1.10 Number and Dates of Amendments: 02 - 12/14/2020 and 12/26/2020 *(end of transmittal letter)*  
*The Data contained in pages 8-9 of this proposal have been submitted in confidence and contains trade secrets and/or privileged or confidential information and as such, data shall only be disclosed for evaluation purposes, provided that the contract is awarded to C. Edwards Concepts, LLC as a result of or in connection with the submission of this proposal.*

## 1.2 Project Narrative

RFP NO. 20-828

Type of Proposed: Alternative Service #2 – Set Rate Service

PAGE 4 of 19

1.1 C. Edwards Concepts will provide curbside collection services for recyclables every other week either through utilization of a third-party or through its own vehicles and employees.

1.2 C. Edwards Concepts will provide educational programs and public service announcements to increase participation levels in the collection program at their own expense.

1.3 C. Edwards Concepts, agrees that the City will provide approximately sixty-four (64) gallon roll out containers for each collection point and will maintain containers during the life of this agreement.

### 1.4. NO WEEKLY SERVICE WILL BE PROVIDED

1.5 C. Edwards Concepts confirms that Recyclables to be collected through the curbside collection program will include waste paper, metal, plastic containers, and any other items typically collected for recycling in municipal single stream residential recycling programs as technology and markets for recyclable materials make commercially reasonable. The specific items eligible at any particular time shall be determined by C. Edwards Concepts and shall be set forth in written guidelines approved by the City and these guidelines will be disseminated to the participating residents, as modified from time to time.

**1.6** C. Edwards Concepts affirms that all backyard collection customers will locate their container so that it is not inside a fenced area, inside a garage or carport, on a patio, or inside of any enclosure unless such enclosure is designed specifically for any such solid waste container. No new backyard customers are allowed unless a letter is submitted from a physician,

**1.7** C. Edwards Concepts, affirms that Residential customers not receiving backyard collection will set all their properly containerized recycle at the curbside or street side not to exceed ten feet from the edge of the curb or street.

**1.8** C. Edwards Concepts affirms that it will collect containers will have been set out by residents prior to 7:00 a.m. on the day of collection to assure that their recycle is collected.

**1.9** C. Edwards Concepts will coordinate with the solid waste collection contractor to arrange pick up and rescheduling on the same day as solid waste, including adjustments to coordinate with the City's Holiday Schedule.

**1.10** Exclusive Agreement – As Selected Contractor, C. Edwards Concepts affirms and agrees to the following:

**1.11** As the selected contractor C. Edwards Concepts shall have the right, to the exclusion of other recycle haulers, to provide residential recycle collection during the effective term of the contract.

**1.12** The only apartment, townhome or trailer park complexes included in the contract, shall be those being currently collected or that request service in the future, along with permission to operate collection vehicles on their streets.

**1.13** The City of Shreveport will be responsible for purchasing any bins needed for this purpose and will also perform all maintenance

**1.14** As the selected contractor, C. Edwards Concepts shall procure packer trucks equipped with lifter units compatible with the wheeled bins mentioned above.

**1.15** As the selected contractor C. Edwards Concepts will not be responsible for the collection of recycle in areas which are temporarily flooded or rendered inaccessible by natural or manmade causes.

**1.16** As the selected contractor, C. Edwards Concepts will collect City of Shreveport's recycle in 25 yard packer units, unless other collection vehicles are mutually agreed upon.

**1.17** The address of the recycle facility to which collection will be delivered has been provided with the C. Edwards Concepts, LLC proposal.

**1.18** C. Edwards Concepts collection schedules may be varied during weeks in which holidays occur and are observed by the City of Shreveport. The holidays which shall be observed are New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

**1.19** C. Edwards Concepts services to each customer will be provided in accordance with regular every other week schedules during holiday weeks. Notice of schedule changes will be provided to the citizens of Shreveport in advance for proper advertisement through media outlet.

**1.20** C. Edwards Concepts, Regular collection schedules may be altered due to severe weather conditions or other unforeseeable events. This will be done only by mutual agreement. It is mutually recognized that recycle collection methods and technology may change during the term of the contract and any changes which significantly affect service will be mutually agreed upon before being implemented.

#### **1.21 Hours of Operation**

**1.22** Collection of Recyclables by the C. Edwards Concepts, as selected contractor shall not start before 7:00 a.m. or continue later than one hour after sunset except when both parties agree and it is necessary in order to complete collection in an existing route due to unforeseen circumstances.

### **1.23 Customer Service**

**1.24** Customer service problems affecting City of Shreveport will be resolved promptly and courteously by the C. Edwards Concepts, as the selected contractor and its employees.

**1.25** C. Edwards Concepts, as the selected contractor will keep any records reasonably required by the City of Shreveport concerning complaints and will keep the appropriate City of Shreveport officials advised of any unresolved problems or any other condition which affect the satisfactory delivery of service. A report will be e-mailed to City of Shreveport each day by 10:00 AM concerning the previous days service (Tonnage collected, complaints resolved, unresolved complaints, etc.)

**1.26** C. Edwards Concepts, affirms that The City of Shreveport reserves the right to audit contractor's records with three days' notice.

**1.27** C. Edwards Concepts, as the selected contractor will agree to clean up any spills on public rights-of-way within Shreveport associated with mechanical problems of the packer units.

**1.28** C. Edwards Concepts affirms that all missed pick-ups whether contractor or customer error, will be resolved within the business day following the complaint, including Saturday.

### **1.29 Materials Accepted**

**1.30** C. Edwards Concepts affirms that, the approximately 64 gallon rollout carts which have been delivered to residents will continue to be the primary container for the collection of household recycle. They may be supplemented, if necessary, by any other container described below.

**1.31** C. Edwards Concepts affirms that, plastic bags may be used to supplement the carts provided that the bags are of a minimum of 1.5 millimeters thick and securely tied, and have a capacity of no more than 35 gallons.

*Confidential – The Data/Information Contained in this Schedule of Events is being submitted in confidence and contains trade secrets and/or privileged or confidential information.*

RFP NO. 20-828

Type of Service Proposed: Set Rate Service

Page 8 of 19

Company: C. Edwards Concepts, LLC

**Schedule of Events**

| Step # | Schedule of Events   | Time Required                   | Person Assigned                         |
|--------|--|---------------------------------|---|
| Step 1 | Submission of Proposal   | 1 Day – Per City of Shreveport  | Charlette Edwards, MSPH, CEO            |
| Step 2 | Review and Sign Contract   | Per City of Shreveport – 3 days | Charlette Edwards – City of Shreveport  |
| Step 3 | Hire Recycling Admin Team  | 2 Weeks                         | Charlette Edwards                       |
| Step 4 | Introduction of Recycling Program Contract Opportunity and Responsibilities to Recycling Team                | 1 Week                          | Charlette Edwards                       |
| Step 5 | Open C. EDWARDS CONCEPTS, LLC Recycling Program Office   | 1 Week                          | C. EDWARDS CONCEPTS, LLC Recycling Team |
| Step 6 | Coordinate C. EDWARDS CONCEPTS, LLC Recycling Team and City of Shreveport Introductions and Networking Event | 1 Week                          | Charlette Edwards                       |
| Step 7 | Development of Community Education Program including PSA Campaigns   | 2 Weeks                         | Recycling Team                          |
| Step 8 | Introduction of Recycling Education Program to City Admin, Depart. Of Public Works and City Council          | 1 Week                          | Recycling Team                          |

|         |  |                          |   |
|---------|--|--------------------------|---|
| Step 9  | Secure City of Shreveport, Et. Al Feedback and Recommendations of C. EDWARDS CONCEPTS, LLC Recycling Education Program | 2 Weeks                  | Charlette Edwards   |
| Step 10 | Introduction of Recycling FACTS Worksheet to City of Shreveport Recycling Website                                      | 1 Day                    | Charlette Edwards   |
| Step 11 | Introduction of Recycling Program Public Service Campaign  | 1 Week                   | Charlette Edwards   |
| Step 12 | Hire and Train Collection Team   | 2 Weeks                  | Charlette Edwards, Operations Mgr., and Driver Trainer/Supervisor |
| Step 13 | Procure and Register Vehicles and Equipment  | 1 Week                   | Operations Mgr.   |
| Step 14 | Coordinate Recycling/Collection Team and Facility Networking Event   | 1 Week                   | Charlette Edwards   |
| Step 15 | Collection Route Development and Service Calendar  | 1 Week                   | Route and Logistics Manager                                       |
| Step 16 | Implementation of Collection Routes ~ Trial Runs   | 2 Weeks                  | Operations Mgr., Driver Trainer/Supv., Collection Team            |
| Step 17 | Trial Run Review   | 2 Days                   | Recycling/Collection Team   |
| Step 18 | Implementation of Recycling Collection Service to 61,000+ eligible households  | Every other week 5 years | Recycling/Collection Team   |
| Step 16 | Open House – Community Service Event   | 1 Week                   | Recycling Team/Collections Team                                   |

1.4 Similar Projects

EXHIBIT C

RFP No. 20-828

Type of Service Proposed: Alternative Service #2 – Set Rate Service –

Page 10 of 19

Company: C. Edwards Concepts, LLC

**Offerors Experience: Environmental Experience**

Organization/Project: Don's Seafood Clean Up and Removal

Point of Contact: Thomas Pressley, Attorney

Title: State Representative

Phone Number: 318.453.9844

Email Address: tpressley@legis.la.gov

Organization/Project: Masjid Au Sabur (Las Vegas, NV)

Point of Contact: Fateem Safullah

Title: Founder/CEO

Phone Number: 702.563.9134

#### 1.4 Similar Projects Continued

EXHIBIT C

RFP No. 20-828

Type of Service Proposed: Alternative Service #2 – Set Rate Service –

Page 11 of 19

Company: C. Edwards Concepts, LLC

**Offerors Experience: Community Engagement**

Organization/Project: City of Shreveport Office of Community Development –  
Neighborhood Investment Program – Life Lessonz

Point of Contact: Bonnie Moore

Title: Director

Phone Number: 318.673.2500

Email Address: Bonnie.Moore@shreveportla.us

Organization/Project: Premier Care and Learning Center

Point of Contact: Florine Kessie-Doyle, APRN

Title: Founder/Director

Phone Number: 318.422.3704

Organization: Mississippi Urban Research Center

Point of Contact: Keith Bush, MA

Title: Director of Community Programs

Phone Number: 601.291.3369

Email Address: jsujet@hotmail.com

## 1.4 Similar Project Continued

RFP No. 20-828

Type of Service Proposed: Alternative Service #2 – Set Rate Service –

Page 12 of 19

Company: C. Edwards Concepts, LLC

**Offerors Experience: Public Service, Education and Promotions**

Organization/Project: PATHS Las Vegas  
Point of Contact: Toney W. Stephenson, Ph. D.  
Title: Director  
Phone Number: 702.204.0150  
Email Address: toney\_s\_2002@yahoo.com

Organization/Project: Acelero Learning - Las Vegas, NV/ Staff Development Training  
Point of Contact: Rory Sipp, Ph. D.  
Title: Vice President  
Phone Number: 702.610.4961

Organization/Project: CADA of Northwest Louisiana/ LA PATHS  
Point of Contact: William "Bill" Rose  
Title: Executive Director  
Phone Number: 318.205.6561  
Email Address: bill.rose@cadanwla.org

## 1.5 Qualifications of Personnel

**EXHIBIT D**

RFP No. 20-828

Type of Service Proposed: Alternative Service #2 – Set Rate Service –

Page 13 of 19

Company: C. Edwards Concepts, LLC

### Personnel Staffing

Name: Charlette Edwards, MSPH

Resume Attached: Yes

Title: Project Manager

No. of Years with Firm: 12

Experience/Qualifications:

Master's Degree in Environmental Science; 20 years' experience in field of environmental training and remediation, 22 years in the development, implementation, and administration of programs. Experience and expertise in Compliance Monitoring and Program Evaluations. Knowledge skills and abilities in the interpretation and application of Codes of Federal Regulation and Louisiana Revised Statutes.

License and Certifications: Louisiana State Licensing Board for Contractors - #70511  
Louisiana Department of Environmental Quality –  
#IS11484; #11484

Name: Jonathan Hughes

Resume Attached: Yes

Title: Driver Training Coordinator/Supervisor

No. of Years with Firm: 01 (PRN)

Experience: Environmental service industry experience; 10 Years CDL Driver including 7 years Tanker, HAZMAT and TWIC endorsements; Geographical knowledge of Shreveport and AR, LA, and TX region. Full Understanding of drivers' hours regulations, Working Time Directive, and maintaining communication between the drivers and operational teams to ensure all training requirements are achieved and policies are adhered to.

License and Certifications: LDEQ # AI224253

Name: Allen Preston

Resume Attached: Yes

Title: Operations Manager

No. of Years with Firm: 05 (PRN)

Experience: Environmental service industry experience; 08 years machine operations maintenance experience including 7 years supervisory experience Foreman/Machinist in service related industry; Overseeing operations, maintenance, and transportation to achieve performance, production standards; managing daily processes by capturing and communicating key service, safety, and equipment issues; ensured compliance with all OSHA, DOT, Federal, State and local regulations, and requirements. CDL driver with HAZMAT and TWIC endorsements.

License and Certifications: LDEQ# AI 224258

Name: Melanie Edwards

Resume Attached: Yes

Title: Logistics/Route Manager

No. of Years with Firm: 12 (PRN)

Experience: 12 years customer/client care and service coordination including: initiating calls to ensure timely and accurate service connections; resolving service connections issues for client and provider satisfaction; attending participating and representing organization in meetings to maintain favorable working relationships and partnership opportunities; and providing timely feedback to client and management team regarding service requests or inquiries by clients or potential customers.

License and Certifications: Accountable Case Management

**1.6. Cost Proposal**

**EXHIBIT E**

RFP NO. 20-828

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COMPANY: C. EDWARDS CONCEPTS, LLC

Cost Proposal

**City of Shreveport Recycling Service**

Selection Proposed:

**Alternative Service #2**

**Set-Rate Service (1.9 Million)**

*C. Edmunds Brants*

**COST PROPOSAL**

**City of Shreveport Recycling Service**

Contractors may submit a proposal on any or all of the following.  
 Provide separate packet with submission requirements for EACH type of service proposed.

| Selection Proposed       | Type of Service  | Tipping Fee |
|--------------------------|--|-------------|
| <input type="checkbox"/> | Citywide Curbside Recycling Service – Every Other Week | \$ _____    |

| Selection Proposed       | Alternative Service #1<br>Individual Subscription Service | Number of Households Required | Bin Fee per Household (choose one) |          | Tipping Fee |
|--------------------------|---|-------------------------------|------------------------------------|----------|-------------|
|                          |   | _____                         | \$ _____                           | One Time |             |
| <input type="checkbox"/> |   |                               | \$ _____                           | Monthly  | \$ _____    |
|                          |   |                               | \$ _____                           | Annually |             |

|                                     |  |  |  |
|-------------------------------------|--|--|--|
| <input checked="" type="checkbox"/> |  | Alternative Service #2<br>Set-Rate Service (\$1.9 Million) |  |
|-------------------------------------|--|--|--|

**COST PROPOSAL cont.  
ACKNOWLEDGEMENTS**

CE (initial)

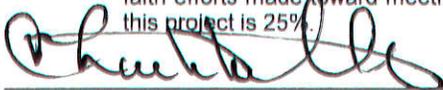
CE (initial)

**OFFERORS CERTIFICATIONS**

Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any grant or contract within any grant or contract within the past twelve months?

YES \_\_\_\_\_ NO  (IF YES GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

- 1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
- 1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
- 1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project;
- 1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
- 1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the below captioned firm, corporation or business.
- 1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.
- 1.6 If awarded a contract/purchase order, my company understands and agrees to provide the sub consultant information as listed in **GENERAL CONTRACT PROVISIONS** ([www.shreveportla.gov/bids/bids.htm](http://www.shreveportla.gov/bids/bids.htm)), paragraph 16, **SUBCONTRACTOR TRACKING. I hereby certify that sub consultant(s) would \_\_\_\_\_ (would/would not) be used.**
- 1.7 In accordance with the Fair Share Requirements of this RFP, the Offeror assures the City that he or she will meet or exceed the Fair Share goal, or if cannot meet the required goal, the Offeror will assure the City that he or she will document good faith efforts made toward meeting the goal requirement in accordance with the fair share requirements. Fair share goal for this project is 25%.



President/CEO

Signature Offerors Representative  
authorized to enter into contract with  
the City of Shreveport

Title

C. Edwards Concepts, LLC

Company

Charlette Edwards

70511

Authorized Signature (typed/printed)

State Contractors License Number

318 519.4802

N/A

Telephone

Fax Number

318.820.8499

12/29/2020

Emergency Number(s)

Date

charletteedwards@gmail.com

76-0789116

Email Address

Offerors Federal Employer I.D. Number

# City of Shreveport COMPLIANCE AGREEMENT-FSC FORM 1

RFP# 20-828 (Revised 9-10-07)

By signing this document, the bidder hereby certifies, understands, and affirms that:

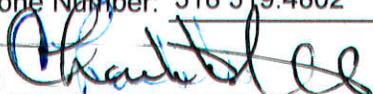
- 1.0 It has not discriminated against any FSC, S/DBE, or DBE firms in awarding subcontracts for this project.
- 2.0 The good faith efforts requirements are contractual obligations that must be fulfilled whether or not listed on these forms.
- 3.0 The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.
- 4.0 Failure to provide information may result in a loss of the bidder's bid bond.
- 5.0 Replacement of a subcontractor during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and/or the Fair Share Office and the originating department; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. See **UTILIZATION/CONTRACT TRACKING-FSC FORM 2 AS REQUIRED FOR ALL SUBS/SUB of SUBS.**
- 6.0 Consideration was given to waiving bonding requirements for FSC, S/DBE, or DBE subcontractors.

And, Executes this Compliance Agreement as:

Company Name: C. Edwards Concepts, LLC

Address: 1545 Line Ave. Ste 211 Shreveport LA 71101

Phone Number: 318 519.4802 Fax Number: N/A

|   |               |            |
|---|---------------|------------|
| By:  | President/CEO | 12/29/2020 |
| Signature of Authorized Owner or Representative   | Title         | Date       |

Print Name: Charlette Edwards, MSPH

# City of Shreveport FELONY CONVICTION/E-VERIFY AFFIDAVIT

This document must be furnished with your proposal. Failure to submit at the specified time may result in the proposal being declared as non-responsive.

RFP Number: 20-828

**By signing this document in accordance with La. R.S. 38:2227, the appearer, as a proposer on the above project, does hereby attest that:**

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
  - 1.1 Public bribery (R.S. 14:118)
  - 1.2 Extortion (R.S. 14:86)
  - 1.3 Corrupt influencing (R.S. 14:120)
  - 1.4 Money laundering (R.S. 14:23)
- 2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
  - 2.1 Theft (R.S. 14:67)
  - 2.2 Identity Theft (R.S. 14:67.16)
  - 2.3 Theft of a business record (R.S.14:67.20)
  - 2.4 False accounting (R.S. 14:70)
  - 2.5 Issuing worthless checks (R.S. 14:71)
  - 2.6 Bank fraud (R.S. 14:71.1)
  - 2.7 Forgery (R.S. 14:72)
  - 2.8 Contractors; misapplication of payments (R.S. 14:202)
  - 2.9 Malfeasance in office (R.S. 14:134)

**3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a proposer on the above project, does hereby attest that:**

- 3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- 3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- 3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

**And, executes this document as:**

Company Name: C. Edwards Concepts, LLC

Address: 1545 Line Ave. Ste 211 Shreveport LA 71101

Phone Number: 318 347.4315 FAX Number: N/A

By: \_\_\_\_\_ President/CEO 12/29/2020  
Signature of Authorized Owner or Representative Title Date

Print Name: Charlette Edwards, MSPH E-Mail Address: charletteedwards@gmail.com

Fax to: 318-673-5408 OR E-Mail to: shay.meadows@shreveportla.gov (10-23-15)

### **1.9 Proposed Warranty**

#### **QUALITY OF PERFORMANCE**

C. EDWARDS CONCEPTS, LLC shall perform all the Work assured in its description of Set Rate Services Narratives found in section 1.2 of this proposal, in an orderly, neat, and efficient manner, to use all due care and diligence in the performance of this Agreement within industry standards, and to provide neat, orderly, and courteous employees and collection crews.

C. EDWARDS CONCEPTS, LLC shall prohibit the drinking of alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties.

C. EDWARDS CONCEPTS, LLC shall carefully adhere to the Schedule of Events set forth in Exhibit B. Time shall be of the essence of the Contract. Failure of the C. EDWARDS CONCEPTS, LLC to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

C. EDWARDS CONCEPTS, LLC shall not be excused for failure to comply with the City of Shreveport -approved Schedule by reason of any street or other construction work performed by the City of Shreveport or its contractors. The City of Shreveport reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection.

C. EDWARDS CONCEPTS, LLC shall continue to collect the Acceptable Recyclables a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Shreveport residents.

Notwithstanding anything to the contrary in this Agreement, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God ("Force Majeure"), shall not constitute a breach of this Agreement.

#### **1.10 No Exceptions to RFP**

#### **1.11 Additional Information - Appendices (Proposed Staff Resumes)**

**Public Health Professional**  
CHARLETTE EDWARDS, MSPH  
Shreveport, LA 71107  
318.519.4802

LSBC #70511 ~ LDEQ # JS11484; 11484; AI224178

**Summary**

For more 20 fifteen years, I have been successfully involved in the work of problem resolution. Via Administrative remedy, I have worked with agencies under the auspices of the federal government applying rules codified by the Codes of Federal Regulation and Revised Statutes from various states. To this end, I have attained an uncanny ability to establish, develop and maintain outstanding rapports with persons from various backgrounds and diverse cultures. This ability is only surpassed by my never-ending commitment to (1). Facilitate the accomplishments of my organizations described goals (2). Provide assistance in designing strategic plans of action to satisfy determined objectives (3). Utilize and employ, clear, decisive, leadership abilities needed to complete specific task or multifaceted problems.

**Education**

**Tulane University**, School of Public Health and Tropical Medicine  
New Orleans, LA

**Master's of Science in Public Health**, 2000  
Environmental Health Sciences Major

**Louisiana Tech University**  
BAFB, LA  
**Bachelor of Science**, 1999  
Psychology Major

**Southern University**  
Shreveport, LA  
**Associates of Science**, 1990  
Paralegal Studies Major

**Relevant Coursework:** Administrative Policy; Environmental Management; Regulatory Processes; Communications and Human Relations; Industrial and Organizational Psychology; Professional Speaking; Advanced Composition and Technical Writing

**Relevant Experience:**

**National Science Foundation – Wiley College**  
**STEM Project Manager**

- Provide technical guidance and assistance relative to scientific program planning
- Develop operational plans for creation, implementation and evaluation of program activities
- Serve as liaison to the community, academia, and governmental agencies representing STEM program

**University of Texas at Arlington - Environmental Training Institute**  
**Environmental Consultant**

- Curriculum Development
- Instructional Design
- Serve as subject matter expert in Environmental Toxicology and Health Impacts

**University of Nevada Las Vegas**

Las Vegas, NV

**Visiting Professor**

- Provide instruction in Environmental Sciences
- Develop course syllabi and supporting course materials
- Evaluate student mastery of skills and competencies required by course outcomes.

**James Hill and Associates**

Atlanta, GA

**Contractual Consultant**

- Developed Health and Safety Training Course for Construction Workers
- Delivered OSHA Specific training for workers to ensure compliance with OSHA standards
- Presented EPA Awareness and Compliance Review Sessions for both workers and supervisors

**U.S. Department of Housing and Urban Development**

Shreveport, LA

**Contractual Consultant**

- Performed audits and compliance reviews for agencies under the direction of the U.S. Department of Housing and Urban Development
- Developed quality control protocols for delivery within identified jurisdictions
- Presented information in formal sessions relative to MSDS and Hazardous Chemical Exposure

**Mayor's Office of Environmental Affairs**

New Orleans, LA

**Environmental Policy Intern**

February 2000-August 2000

- Designed municipal efforts to network with community and its' leaders
- Implemented public awareness programs relative to emissions, recycling and household chemicals
- Developed of medical monitoring model and program for the city of New Orleans

# Jonathan Hughes

1718 Gain St. Shreveport, LA

(318)489-8763

Jonathanbhughes@yahoo.com

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## OBJECTIVE

Experienced, hard-working Class A CDL truck driver with over 10 years of experience, seeking employment as a truck driver that will allow me to use my exceptional driving and communication skills.

## EXPERIENCE

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### Oilfield Truck Driver

01/2020- 11/2020

Sunoco Energy- Nacogdoches, TX

- Deliver drinking water to camps and other sites, and wet down gravel roads to keep dust low during periods of heavy use.
- Transport drivers move the rig to the next location by loading, transporting, and unloading machinery; and often must drive long distances in remote areas on rough terrain.

### CDL Truck Driver

09/2019 – 12/2019

Davis Chemical Services – Marshall, TX

- Transport saltwater to and from oilfield sites
- Communicate with dispatchers to ensure safe delivery of materials
- Follow company policies and procedures, safety regulations, and DOT requirements

### Equipment Operator

12/2018-08/2019

BJ Services – Shreveport, LA

- Lift, carry and move iron pipes and fracturing equipment to / from trucks and well site
- Assembles and disassembles iron and fracturing pieces
- Monitors and manipulates sand control gauges, transfer belt controls, valves, and other hydraulic equipment to control sand flow to Blender
- Increase or decrease flow speed as needed
- Generate orders for repair of malfunctioning equipment
- Move equipment and supplies to and from job sites; transport oversized loads long distances; carry flammable or explosive loads; and are trained to operate equipment safely and efficiently

### CDL Truck Driver with Hazmat

04/2018-11/2018

Smith Fuel Company – Shreveport, LA

- Transport diesel or gasoline to work sites
- Communicate with dispatch for delivery locations
- Inspect and maintain trucks to ensure safety and compliance
- Follow company policies and procedures, safety regulations, and DOT requirements

### CDL Truck Driver

12/2008-03/2010

Fractech Services International – Longview, TX

- Rig up, rig down, equipment operation and maintenance of same equipment
- Attaches pumps and hoses, assembles equipment, and/ or monitors control panels affecting pumping operations.
- Performs routine maintenance on all assigned service equipment.
- Follow company policies and procedures, safety regulations, and DOT requirements

**Delivery Driver**

02/2005-11/2008

Foremost Dairy- Shreveport, LA

- Transport dairy products both local and long distance
- Communicate with dispatchers and consumers to ensure delivery of service
- Maintain a daily work log off all deliveries

**CERTIFICATIONS**

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Class A Commercial Drivers Licenses w/ hazmat, tanker, and TWIC endorsements  
Louisiana Department of Environmental Quality # A1224253

**EDUCATION**

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**High School Diploma** Green Oaks High School

May 1999

# Allen Preston

3020 Catherine St • Shreveport, LA 71109 • (318) 820-8397 •  
[mrpreston31@gmail.com](mailto:mrpreston31@gmail.com)

## Summary

Hardworking employee dedicated to maintaining a clean and neat work area while keeping equipment operating at peak performance

### - SKILLS -

- Forklift operation · Crane operation · Welding capability · Skid steer operation · Aerial lift operation · Scissor lift operation
- Fall protection trained
- OSHA trained
- CPR trained
- Light A/V work
- Light 12 volt electrical work

## Professional Experience

**Kansas City Southern Railway; Shreveport, LA**  
*Machinist* (December 2020 – Present)

- ◆ Monitor locomotive in operation to detect malfunctions and identify product defects
  - ◆ Engine overhauls
  - ◆ Wheel and motor replacement
  - ◆ Radiator replacement
  - ◆ Generator alignment and replacement
  - ◆ Brake shoe replace and travel adjustment
  - ◆ Critical engine accessory replacement
  - ◆ Maintain locomotive compliance with FRA regulations

**Werner Enterprises; Omaha, NE**

OTR Dollar General DEDICATED (March 2020-December2020)

- Coordinated shipping papers, customer documents and daily logs to maintain accurate records
- ◆ Maintained accurate driving records to meet federal regulations and laws ◆  
Inspect trucks and trailers before and after trips and completed basic maintenance for optimal performance
  - Coordinate with store manager to ensure accurate delivery and shipment to goods and used cardboard

- Ensure that each delivery is dropped off within its scheduled time
- Maintain safe driving habits to protect property and general public on roadways

**Swift Transportation; Memphis, TN**  
 OTR Driver (October 2019 – March 2020)

- ◆ Coordinated shipping papers, customer documents and daily logs to maintain accurate records
  - ◆ Maintained accurate driving records to meet federal regulations and laws
  - ◆ Inspect trucks and trailers before and after trips and completed basic maintenance for optimal performance
- ◆ Update logs with timely and accurate information meet internal requirements and DOT recordkeeping demands
  - ◆ Deliver products and freight to customers both locally and long distance
  - ◆ Ensure that each delivery is dropped off within its scheduled time
  - ◆ Maintain safe driving habits to protect property and general public on roadways

**LM Preston Trucking; Shreveport, LA**  
 Short Haul Truck Driver

- Transporting materials to various job locations
- Performing daily preventable maintenance, recording and inspecting on vehicles to include fueling, cleaning, tire/light inspection, checking and adding fluids as needed
- Assisting with minor repairs
- Familiarity with area and ability to read and follow maps

**Kansas City Southern Railway; Shreveport, LA**  
 Machinist/Foreman (July 2011 – May 2019)

- ◆ Monitor locomotive in operation to detect malfunctions and identify product defects
  - ◆ Engine overhauls
  - ◆ Wheel and motor replacement
  - ◆ Radiator replacement
  - ◆ Generator alignment and replacement
  - ◆ Brake shoe replace and travel adjustment
  - ◆ Critical engine accessory replacement
  - ◆ Maintain locomotive compliance with FRA regulations
- Ensure personal is properly instructed on of daily work and expectations
- Notify supervisor of consist that are ready to depart
- Ensure safe operation of locomotives around diesel facility
- Resolve issue that arise as needed

**LA PATHS; Shreveport, LA**

*Outreach Coordinator (October 2007- March 2011)*

- ◆ Establish and maintain community presence.
- ◆ Educate community on facts about HIV/AIDS and Substance Abuse ◆ Conduct HIV test
- ◆ Provide transportation to Treatment
- ◆ Coordinate community events

## EDUCATION & CREDENTIALS

**Commercial Drivers License**

**CDL Training**

Swift Transportation

West Valley City, Utah

**Certified Welder**

**Welding and Gas Cutting**

Tyler Community College

Tyler, Texas

**Louisiana State University**

Shreveport, Louisiana

60 Credit Hours

Chemistry Major

**High School Diploma (with Honors)**

Southwood High School

Shreveport/Caddo Parish, Louisiana

Commercial Driver's License \* HAZMAT, TWIC Endorsements

Louisiana Department of Environmental Quality # AI224258

Melanie Edwards CCM, CNA, PCT  
2541 Legardy Street  
Shreveport, LA 71107  
318.489.1051  
[scissorhappy@live.com](mailto:scissorhappy@live.com)

**Objective:**

Dedicated professional with strong track record of developing and maintaining healthy client/ care giver relationship looking to work in hospital setting as Clinical Assistant.

**Qualifications:**

- Strong organizational, planning, and problem solving skills.
- Strong customer service skills.
- Excellent management and leadership abilities.
- Ability to manage and prioritize the daily work effectively.
- Ability to communicate professionally, concisely, and effectively with internal and external customers.
- Basic Life Support CPR Trained
- Licensed Cosmetologist
- Certified Nursing Assistant

**Professional Experience:**

**Willis Knighton Health Systems**

**PCT**

March 2020 to present

Role include assisting in examination and treatment of patients, measuring vital signs and monitoring health, collecting samples, recording information on patients' charts, and preparing treatment rooms for examination.

- **Fresenius Kidney Care  
Dialysis Technician**

July 2017- March 2018

Responsible for treatment and care of patients while they receive dialysis treatment

- **Quality Inn Shreveport**  
**Front Desk Manager**  
 May 2015- November 2015  
 Responsibilities include: interviewing potential front desk new hires, training front desk new hires, creating employee work schedules, handling new hire information, balancing time cards, reviewing payroll, checking daily maintenance logs, ordering hotels supplies, settling past debts of previous guest, checking in/ out guest and charging guest accounts.
- **Ananias Incorporated**  
**Care Coordinator**  
 November 2007- March 2011  
 Responsible for improving patient's level of wellness, reducing unnecessary readmissions and ensuring appropriate utilization of clinical resources. Responsible for implementing and promoting the program goals and objectives of LA PATHS as described and approved by the U.S. Department of Health and Hospitals/ Substance Abuse and Mental Health Administration. Can identify physical/ psychosocial/cultural and spiritual factors as they relate to the patient age groups served. Assists patients with activities of daily living and performs procedures necessary for improving patient outcomes. Works collaboratively with all members of the health care team. Shares various task with other licensed and non-licensed staff members.
- **Ananias Incorporated**  
**Volunteer Outreach Worker**  
 January 2002- November 2007  
 Engaging adolescents and helping them understand the risk associated with drugs, alcohol, and unprotected sex; along with the benefits of safe sex. Explaining the demographics of HIV and how one would acquire the disease.
- **Teleperformance**  
**Customer Service Rep (Call Center, Inbound)**  
 March 2005- January 2006  
 Responsibilities included assisting customers with internet and cable billing and problems.
- **Louisiana State University Health & Sciences Center**  
**Clerical Assistant**  
 August 2004- April 2005  
 Position duties were receiving phone calls; scheduling, confirming, and canceling meetings. Along with greeting and introducing vendors. As well as filing documents in appropriate areas.

## **Education:**

- **2016- 2017**  
Northwest Louisiana Technical College  
Shreveport, LA  
PCT
- **2004- 2009**  
Louisiana State University- Shreveport  
Shreveport, LA  
Chemistry
- **2007- 2006**  
Marinello's School of Beauty  
Las Vegas, NV  
Cosmetology
- **2004**  
Southwood High School  
Shreveport, LA  
High School Diploma

## **Professional Development:**

- Accountable Case Management Tool- 2009
- HIV And the African American Culture Training Certification- 2009
- CRCS (Comprehensive Risk Counseling and Services) Certification- 2008
- GPRA Training- 2008
- GPRA Trainer Certification- 2009
- Community Outreach Worker Certification- 2007
- SAMSHA Training- 2009

## **Community Involvement:**

- Region 7 Community Planning Group 2007-2011
- Louisiana Baptist and Missionary Education Convention 2004-2010
- Operation Stand Down – 2008-2011
- Southern University Community Health Fair- 2008 - 2010
- Caddo Parish Sheriff's Office- ReEntry Initiative 2009-2010

# State of Louisiana State Licensing Board for Contractors Legislative

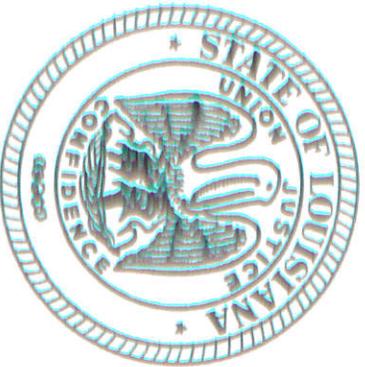


This is to Certify that:

C. Edwards Concepts, LLC  
1545 Line Ave., Ste 211  
Shreveport, LA 71101

is duly licensed and entitled to practice the following classifications

SPECIALTY: ASBESTOS REMOVAL AND ABATEMENT



Expiration Date: August 18, 2021

License No: 70511

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 18th day of August 2020

*Walter M. ...*  
Director

*See ...*  
Chairman

This License Is Not Transferrable

*Andy ...*  
Treasurer

JOHN BEL EDWARDS  
GOVERNOR



CHUCK CARR BROWN, Ph.D.  
SECRETARY

State of Louisiana  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL SERVICES

Ms. Charlette Edwards  
C. Edwards Concepts, LLC  
3023 Catherine St.  
Shreveport, LA 71109

Re: C. Edwards Concepts, LLC  
1545 Line Ave. Suite 211  
Shreveport, LA 71101  
Transporter I.D. No. T-017-14338  
Agency Interest No. 224178

Dear Ms. Edwards:

The Louisiana Department of Environmental Quality (LDEQ) received a Solid Waste Notification Form on August 19, 2020, notifying of a vehicle to be used in transporting solid waste for your facility. Our records will list the following vehicle under your Transporter Identification Number T-017-14338.

| <u>Make</u> | <u>Model</u> | <u>Year</u> | <u>License No.</u> | <u>Registered Owner</u> |
|-------------|--------------|-------------|--------------------|-------------------------|
| Lexus       | RX350        | 2013        | 660DNE             | Charlette Edwards       |

A transporter as defined by the Louisiana Administrative Code, Title 33, Part VII requires a solid waste transporter identification number. Based on the information provided, the Department assigns your facility the transporter ID number listed above. Please be advised that the standards as contained in LAC 33:VII.505 are applicable to your operations as a transporter. A copy of this section of the regulations is attached for your information.

Should you have any questions or require assistance in the future, please contact Kristin East of our office at (225) 219-3244.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliot Vega".

Elliot Vega, Assistant Secretary

Notifications and Accreditations Section  
OES, Public Participation and Permit Support Division

9/3/2020  
Date

EBV/ke

Attachment



STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
Permit Support Services -- Asbestos

NAME: Charlotte Edwards  
CERT: Contractor/Supervisor  
ACCREDITATION #: 1S11484  
VALID: 8/8/2020 - 7/31/2021  
AI #: 11484  
CP



# City of Shreveport

Certificate of Membership

**C. EDWARDS CONCEPTS, LLC**

Is duly registered as a Small Economically Disadvantaged Business with the City of Shreveport's FAIR SHARE PROGRAM

**SPECIALIZED IN PUBLIC HEALTH AND DEVELOPMENT, INCLUDING  
ENVIRONMENTAL HEALTH AND DISEASE PREVENTION**

*This certificate is void upon extensions of certification, determination of ineligibility, transfers of ownerships, business closure, etc.*

**MAY 4, 2020**

**MAY 4, 2023**

**REGISTRATION DATE    EXPIRATION DATE**



**DIRECTOR, OFFICE OF FAIR SHARE**

**VENDOR NUMBER: 6901**



**3100 HIGHLAND AVENUE - 71101  
GALLERY PROPERTY INVESTMENT, LLC**

**PROJECT COMPLETION REPORT  
OCTOBER 3, 2020  
C. EDWARDS CONCEPTS, LLC  
PUBLIC HEALTH AND DEVELOPMENT CONSULTING**

1545 LINE AVENUE SUITE 211 SHREVEPORT, LOUISIANA 71101  
318.519.4802 ~ CHARLETTEEDWARDS@GMAIL.COM

# **3100 HIGHLAND AVENUE**

## **PROJECT COMPLETION REPORT**

**OCTOBER 3, 2020**

**C. EDWARDS CONCEPTS, LLC**

**PUBLIC HEALTH AND DEVELOPMENT CONSULTING**

### **Scope of Services – Proposal**

The service agreement included:

Purpose:

- Manage and control scope change during the implementation project.
- Ensure project is implemented on time and within budget and scope.
- Evaluate and prioritize changes to the project implementation plan at the site level.
- Provide process for implementing changes when necessary and appropriate.

Goals:

- Align efforts with LDEQ and NESHAP regulatory requirements.
- Help limit modifications to the baseline project.
- Adhere to contractual obligations for change orders by LDEQ or Disposal Site when necessary.
- Encourage communication of project changes when appropriate.
- Complete, submit, and maintain supporting documentation per LDEQ and Disposal Site mandates.

Risks:

- Previous demolition solutions disturbed regulated asbestos materials creating full RACM site.
- Cost justification based upon quality of information available by observation only.
- Unknown and ancillary variables possible upon debris removal, loading, or transport.

Resources:

- Accredited Onsite Asbestos Abatement Supervisor;
- On-Site Fully Accredited Asbestos Removal Team including Excavator, Wetting Operator Certified Welder, and Flag Man.

## **SCOPE OF SERVICES – RENDERED**

Through the delivery of services for 3100 Highland Avenue, C. Edwards Concepts, LLC has provided all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible of asbestos and other RACM site demolition debris (herein referred to as "debris"), including hazardous and industrial materials with an extension of the time specified in this Contract. Emergency push, debris removal and demolition of structures has been included 1) to decommission remaining structure to eliminate immediate threats to life, public health, and safety; 2) to eliminate immediate threats of significant damage to improved project site; and 3) to ensure the economic recovery of the affected site and retail area and to the benefit of the community at large.

Comprehensive Environmental Remediation to include:

**Project Management** – has included but not been limited to: (1) Full Project Management of Remediation and Demolition; (2) Full responsibility of Project Change Management; (3) Oversight of project team and direct the progress of the work; (2) Strategic management of needs and response to shortages by maintaining familiarity with site specific challenges to include work site, equipment and regulatory variables in real time; and (3) Maintaining project and project site integrity and security to prevent accidents, injury and exposure to RACM site debris.

**Asbestos Removal** – the contractor services have been provided for the cost effective and efficient removal and lawful disposal of RACM Site debris accumulated on the commercial property site at 3100 Highland Avenue the surrounding streets, roads, and other rights-of-way attached to the privately owned property. Contractor services were provided in support of an agreement between owner and contractor and performed when requested and as designated by the client. Contractor loaded and hauled the debris from within the legal boundaries of the site to City of Shreveport Landfill at Woolworth Road specified by the Louisiana Department of Environmental Quality.

**Supervision** - Under this contract, supervision included coordinating and mobilizing an accredited appropriate removal and cleanup crew as well as clearing and removing of any and all "Eligible" debris as most currently defined by LA RS 33:5151 as it relates to RACM Site Debris Management and all applicable federal guidelines under 40 CFR 60 NESHAP Rules including meeting any changes in definition, rules, or requirements regarding debris removal. Specific RACM Site Supervision has included: 1) examining debris to ensure appropriate removal and disposal methods 2) loading the debris per LDEQ and NESHAP specificities; and 3) coordination of transporting debris to LDEQ approved Final Disposal Site.

## **Demolition of Louisiana Department of Environmental Quality Declared Full RACM (Regulated Asbestos Contaminated Materials) Site.**

Demolition Response and Debris removal was undertaken in order to remove threats to lives, public health and safety, and remove the threat of significant damage to improved project site and surrounding area, as it was necessary to immediately remediate damaged facility site. The quantity and type of debris generated from this particular site, the location and kind of event experienced, as well as its magnitude, duration and intensity were actualized once RACM debris removal had begun in earnest. These factors had a direct impact on the type of decommission, removal and disposal methods utilized to address the debris problem, the associated costs incurred and how quickly the problem could be addressed.

The discovery of remaining structure including but not limited to interior and exterior walls, structural beams, as well as fixed and movable furnishings, presented significant challenges associated with original goal of RACM Site Debris Removal. The resulting decommission and removal of debris, required that debris management procedures be flexible and dynamic. Substantial amounts of contaminated debris resulted in the need for innovative solutions and decision-making. Debris types included: • Wood and tree material • Commercial goods, including furniture, personal belongings, and appliances • Utility poles and wires • tires • building materials • Silt, Mud, Sediment and other soil-type materials.

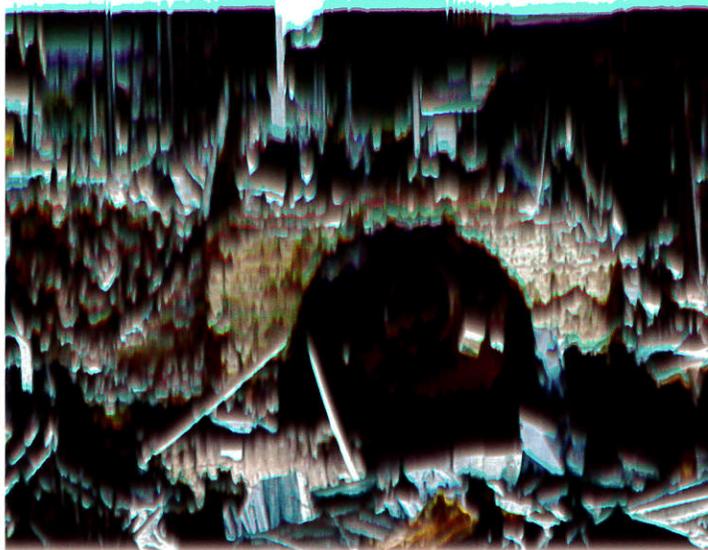
On this premise, with owner approval, additional methods and resources were utilized for strategically managing unresolved decommission issues with the remaining structure.

**COST** – The initial contract and management plan included: Asbestos Remediation Services including Removal Services; Asbestos Removal Site Supervision and Environmental Remediation Site Management.

Additional demolition services were necessary and approved by owner prior to continuation and subsequent completion of services.



*Thank You for Allowing Us to Serve  
Gallery Property Investments, LLC*





**CHARLETTE EDWARDS, MSPH**  
Environmental Remediation Consultant  
Asbestos Contractor/ Supervisor #JS011484  
Asbestos Removal Contractor #70511

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

|  |                                    |   |
|--|------------------------------------|---|
| <b><u>TITLE</u></b><br>A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH KENNETH ANTEE, JR., A PROFESSIONAL LAW CORPORATION RELATIVE TO SOLID WASTE LITIGATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO | <b><u>DATE</u></b><br>May 20, 2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>OFFICE OF THE CITY ATTORNEY<br><b><u>COUNCIL DISTRICT</u></b><br>All<br><b><u>SPONSOR</u></b> |
|--|------------------------------------|---|

**PURPOSE**

To authorize the execution of a Retainer Agreement with Kenneth Antee, Jr., a Professional Law Corporation to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport for violations of the City’s solid waste and flow control ordinances.

**BACKGROUND INFORMATION**

Adoption of this resolution would authorize the execution of a Retainer Agreement with Kenneth Antee, Jr., a Professional Law Corporation to serve as outside legal counsel for the City of Shreveport to represent the interests of the City, including its elected officials and employees, in claims and lawsuits involving violations of the Section 74-52.1 et.seq of the City of Shreveport Code of Ordinances (“the Code of Ordinances”) which requires all persons collecting solid waste within the city limits to obtain a permit from the city and dispose all collected solid waste and rubbish at the Woolworth Road Landfill.

The law firm will be compensated 25% of the gross proceeds of recovery by settlement or judgement solely for claims arising from Solid Waste sums due the City for violations of its ordinances or contractual obligations occurring between January 2011 and the date of execution of the Retainer Agreement.

**TIMETABLE**

Introduction: June 22, 2021  
Final Passage: July 13, 2021

**ATTACHMENT(S)**

Exhibit A – Retainer Agreement

**SPECIAL PROCEDURAL REQUIREMENTS**

**FINANCES**

None.

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

**FACT SHEET PREPARED**

Thea R. Scott

**BY:**

Deputy City Attorney

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH KENNETH ANTEE, JR., A PROFESSIONAL LAW CORPORATION RELATIVE TO SOLID WASTE LITIGATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY:**

**WHEREAS**, the City of Shreveport desires to retain the services of the law firm of Kenneth Antee, Jr., a Professional Law Corporation to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport for violations of the City of Shreveport for violations of the City of Shreveport's solid waste and flow control ordinances; and

**WHEREAS** pursuant to Section 8.03 of the City Charter, the City Attorney recommends that the law firm be retained for this 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 be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a Retainer Agreement with Kenneth Antee, Jr., a Professional Law Corporation to provide legal representation, counsel and advice to the City of Shreveport, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution in the office of the Clerk of Council on May 25, 2021.

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

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

APPROVED AS TO LEGAL FORM

---

City Attorney's Office

**RETENTION AGREEMENT FOR  
Solid Waste Litigation**

This Retention Agreement (hereinafter this "Agreement") is entered into by and between The City of Shreveport ("Shreveport") and Kenneth Antee, Jr. ("Outside Counsel"), effective as of \_\_\_\_\_, 2021.

RECITALS

WHEREAS, Section 74-52.1 et seq. of the City of Shreveport Code of Ordinances (the Code of Ordinances") requires all persons collecting solid waste within city limits to obtain a permit from the city and dispose all collected solid waste and rubbish at the Woolworth Road Landfill; and

WHEREAS, the City of Shreveport desires to improve the effectiveness and enforcement of laws and ordinances, particularly Section 74-52.1 et seq. of the Code of Ordinances, City of Shreveport, Louisiana.

WHEREAS, Shreveport desires to engage Outside Counsel to provide legal representation to Shreveport and its various city agencies, boards, departments, commissions, as well as to Shreveport in its official capacity (all collectively, "Client") in connection to harms caused as a result of violations of Section 74-52.1 et seq.

WHEREAS, the purpose of this Agreement is to set forth the terms for the appointment and retention of Outside Counsel; and

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, Shreveport and Outside Counsel (each individually, a "Party", and collectively the "Parties") hereby agree as follows:

Article I

SCOPE OF REPRESENTATION

OUTSIDE COUNSEL will investigate and pursue any legal action for violations of existing ordinances, or contractual obligations, including preparation for, settlement of, and/or actual litigation arising from alleged improper or fraudulent practices or actions or statements or omissions or other wrongful conduct or inaction related thereto of transporters of solid waste and/or their officers, directors, affiliates, predecessors, or other related entities for Solid Waste sums due the City for violations of its ordinances or contractual obligations (hereinafter collectively referred to as the "Litigation").

Article II  
CORRESPONDENCE

All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service.

All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein: Except as otherwise set forth herein, all required notices and correspondence must be sent to the following addresses:

For City of Shreveport:

FOR THE CITY:

Mayor Adrian Perkins  
City of Shreveport  
505 Travis Street  
Shreveport, LA 71101

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

FOR OUTSIDE COUNSEL:

Kenneth R. Antee, Jr.  
9335 Ellerbe Rd.  
Shreveport, LA 71106

Addresses may be changed at any time upon written notice to the other Party.

Article II  
COMPENSATION

Section 1. Fee Schedule

OUTSIDE COUNSEL shall receive no compensation for any services rendered unless a recovery or settlement of the Litigation is awarded and collected by, and for the benefit of, the Client. If the

Client receives and collects such an award or settlement, OUTSIDE COUNSEL shall be compensated for their services on a contingency fee basis. If Outside Counsel is able to obtain settlement or judgment for the Client, Client will pay to OUTSIDE COUNSEL the following fees:

- Twenty-five percent of any recovery by settlement or judgment solely for claims arising from Solid Waste sums due the City for violations of its ordinances or contractual obligations between January 2011 and the date of execution of this Agreement. Excluded from this contingency agreement is any increase in volume to the Woolworth Landfill after institution of this litigation.

This is a contingency fee agreement governed by the provisions of the Louisiana Rules of Professional Conduct. This contract is with the understanding that Kenneth R. Antee, Jr. A Professional Law Corporation and Nichole M. Buckle, Attorney at Law Professional Law Corporation are working in conjunction on this case. Kenneth R. Antee, Jr. A Professional Law Corporation and Nichole M. Buckle, Attorney at Law PLC have a work fee and expense sharing arrangement which client acknowledges and approves. The client understands that there will be only one fee charged in this case as set forth herein for the work performed by Kenneth R. Antee, Jr. A Professional Law Corporation and Nichole M. Buckle, Attorney at Law PLC commensurate with the amount of work performed but in no event would the work performed and fee split be less than 8.5/10 and 1.5/10 to either firm.

#### Section 2. Settlement or Judgment

The contingency fee applies to any settlement or judgment, whether the settlement or judgment is entirely monetary in nature, or is combined with non-monetary relief, or is entirely non-monetary.

#### Section 3. Payment of Fees

Neither the Client nor Shreveport shall be required under this Retention Agreement, or otherwise, to directly compensate OUTSIDE COUNSEL, except as provided in Articles II and III of this Retention Agreement. Accordingly, except as provided by Article II and for the expenses and costs enumerated in Article III, no other compensation shall be paid to OUTSIDE COUNSEL other than those additional fees received pursuant to a judgment. OUTSIDE COUNSEL shall pay, out of the fee awarded to it, all attorney's fees to those law firms associated with the litigation. All lawyers and firms participating in this litigation and sharing in any fees earned must be identified and approved by Council, including the specification of the fee split.

### Article III

#### EXPENSES AND REIMBURSEMENTS

#### Section 1. Advancement of Expenses and Costs

OUTSIDE COUNSEL shall advance all litigation costs, expenses and disbursements, including expert witness fees and costs, deposition costs, and document production, however OUTSIDE COUNSEL shall obtain prior written approval from the City Attorney prior to incurring any cost or expense exceeding One Thousand (\$1000.00) Dollars per case or violation undertaken by

OUTSIDE COUNSEL. The City shall not advance payment for any services rendered or costs, expenses or disbursements incurred. Furthermore, the City will not be responsible for the payment of any expenses or costs if there is no recovery. OUTSIDE COUNSEL'S agreement to advance all costs, expenses, and disbursements, as well as its agreement to defer fees while any and all litigation (including appeals) is pending, has been taken into consideration in establishing the compensation in Article II.

Section 2. Expenses/Format

Should a recovery be obtained for the benefit of the Client, OUTSIDE COUNSEL shall be reimbursed for certain non-labor expenses and costs.

Article IV

GENERAL TERMS and CONDITIONS

This Agreement shall not be binding upon the parties until it has been signed first by OUTSIDE COUNSEL and then by the authorized representatives of the City in accordance with applicable ordinances, laws, and regulations.

**INCORPORATION OF WHEREAS CLAUSES.** The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

**ENTIRE AGREEMENT.** This Agreement and the attachments hereto constitute the full and final understanding of the parties with respect to the subject matter hereof and supersede and replace any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

**SIGNATURES/E-DELIVERY.** A manually signed copy of this Agreement may be executed and delivered by facsimile, email or other acceptable means of electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**STANDARD OF PERFORMANCE.** All services by the OUTSIDE COUNSEL shall be performed in compliance with the specified requirements, in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City and pursuant to the governing rules and regulations of the industry, based on the type of services performed hereunder.

**MODIFICATION AND AMENDMENT.** Any changes, modifications or amendments to this Agreement shall not be considered agreed to or binding on the other party, unless such modification(s) have been agreed to in writing and approved by the appropriate City officials in accordance with applicable laws and regulations.

**CONFIDENTIALITY.** While performing work under this Agreement, the OUTSIDE COUNSEL may gain access to proprietary and/or confidential information that, if disclosed to

third parties, may be damaging to the City or its officials or employees. Such information shall include materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by the City related to funding and financial and business information; (ii) all information owned, possessed or used by the OUTSIDE COUNSEL, which is communicated to, learned, developed or otherwise acquired by the OUTSIDE COUNSEL in the performance of the Services for the City; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that the OUTSIDE COUNSEL has been advised by the City is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in the OUTSIDE COUNSEL's possession prior to disclosure by the City; (ii) information generally available to the public or that becomes available to the public through a source other than the City, or (iii) information that was rightfully obtained by the OUTSIDE COUNSEL from a third party who is under no obligation of confidentiality to the City with respect to such information. The OUTSIDE COUNSEL agrees that it will accept and hold confidential information obtained from the City in confidence at all times during and after termination of this Agreement in accordance with this Agreement and subject to the governing ethical rules of professional responsibility applicable to OUTSIDE COUNSEL'S representation of City. The OUTSIDE COUNSEL shall neither use nor disclose or communicate such information, except as provided in this Agreement or as required by law, without the prior written permission of the City.

The OUTSIDE COUNSEL acknowledges and agrees that a breach by the OUTSIDE COUNSEL of this section will cause the City irreparable injury and damage; therefore, the OUTSIDE COUNSEL expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. The OUTSIDE COUNSEL agrees that it will disclose confidential information only to those employees who have a need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions titled "Public Statements" and "Rights in Data."

**PUBLIC STATEMENTS.** The OUTSIDE COUNSEL shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the services provided for hereunder, without first obtaining written consent from the City. The OUTSIDE COUNSEL shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

**OUTSIDE COUNSEL'S PERSONNEL.** The OUTSIDE COUNSEL certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the OUTSIDE COUNSEL. The OUTSIDE COUNSEL further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them.

The OUTSIDE COUNSEL shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the OUTSIDE COUNSEL. In addition, the OUTSIDE COUNSEL shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the OUTSIDE COUNSEL pursuant to this Agreement.

**INDEPENDENT RELATIONSHIP.** The OUTSIDE COUNSEL acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the City the right to direct the OUTSIDE COUNSEL as to the details of the performance of its obligations hereunder or to exercise a measure of control over the OUTSIDE COUNSEL is only in furtherance of the attorney-client relationship.

It is further expressly agreed and understood by the OUTSIDE COUNSEL that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of the OUTSIDE COUNSEL contrary to the provisions hereof.

Article V  
TERMINATION

It shall be cause for the immediate termination of this Agreement if, after its execution, the City determines that either:

- a. The OUTSIDE COUNSEL or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
- b. The OUTSIDE COUNSEL subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
- c. The OUTSIDE COUNSEL has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the OUTSIDE COUNSEL's assets; or

- d. The OUTSIDE COUNSEL is no longer licensed or authorized to provide the services to be rendered hereunder.
- e. The OUTSIDE COUNSEL has engaged in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest with the Client under applicable federal, state or local laws, rules and regulations.

The OUTSIDE COUNSEL and/or the City may terminate this agreement upon providing written notice of the parties' intent to terminate by providing thirty (30) days written notice. The City shall, at the City's option, have the right to obtain like services elsewhere or to take over the work.

Notwithstanding the foregoing or any section herein to the contrary, the OUTSIDE COUNSEL shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the OUTSIDE COUNSEL, including attorney's fees and costs incurred by City, and the City may withhold any payments to the OUTSIDE COUNSEL, for the purpose of setoff, until such time as the exact amount of damages due the City from the OUTSIDE COUNSEL is determined and recovered by City.

The City may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 days prior written notice to the OUTSIDE COUNSEL.

Upon request, OUTSIDE COUNSEL shall deliver to the City all hard copy and electronic files owned by City and maintained by OUTSIDE COUNSEL on behalf of the City within thirty (30) days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.

COMPENSATION FOR CORRECTIONS. No compensation shall be due or payable to the OUTSIDE COUNSEL pursuant to this Agreement for any of the services performed by the OUTSIDE COUNSEL in connection with the City effecting corrections to the services, when such corrections are required as a direct result of negligence by the OUTSIDE COUNSEL to properly fulfill any of its obligations herein.

REMEDIES CUMULATIVE. All remedies available to the City provided herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

SUBCONTRACTING, ASSIGNMENT or TRANSFER. The OUTSIDE COUNSEL shall not subcontract to any other firm or lawyer, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve the OUTSIDE COUNSEL from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of the OUTSIDE COUNSEL's obligations to its transferors or subcontractors. Upon request of the

City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer.

**CONFLICT OF INTEREST.** Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The OUTSIDE COUNSEL covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the OUTSIDE COUNSEL covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the OUTSIDE COUNSEL or any agent or representative of the OUTSIDE COUNSEL, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The OUTSIDE COUNSEL warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor consultant to the OUTSIDE COUNSEL in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

**COVENANT AGAINST CONTINGENT FEES.** The OUTSIDE COUNSEL warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the OUTSIDE COUNSEL, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the OUTSIDE COUNSEL any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

**GENERAL COMPLIANCE WITH LAWS.** The OUTSIDE COUNSEL certifies that it is qualified or will take steps necessary to qualify to do business in the State of Louisiana and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the City, upon request.

The OUTSIDE COUNSEL is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The OUTSIDE COUNSEL shall promptly notify the City of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

**SEVERABILITY.** If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

**NO WAIVER OF CONTRACTUAL RIGHT.** No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of the City to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of the City's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

**PUBLIC RECORDS.** Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the OUTSIDE COUNSEL, the OUTSIDE COUNSEL understands and acknowledges that the City is a governmental entity subject to the State of Louisiana Open Meetings Act.

**ORGANIZATION STATUS AND AUTHORITY.** The OUTSIDE COUNSEL represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Louisiana; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by the OUTSIDE COUNSEL has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the OUTSIDE COUNSEL, any provision of any indenture, agreement or other instrument to which the OUTSIDE COUNSEL is a party, or by which the OUTSIDE COUNSEL's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

**RECORDS AND AUDITS.** The OUTSIDE COUNSEL shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate

to this Agreement. Any audit, inspection, or interview pursuant to this section shall be limited to books, records, and factual matters pertaining solely to the engagement of OUTSIDE COUNSEL by the City and the services provided pursuant to any engagement subject to this Agreement. The OUTSIDE COUNSEL shall retain such records, and shall make available to the City, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the City upon request.

**FORCE MAJEURE.** OUTSIDE COUNSEL shall not be deemed in default hereunder, or be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause.

**SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**CITY LIABILITY.** The City shall have no liability except as specifically provided in this Agreement.

**INDEMNIFICATION.** The OUTSIDE COUNSEL shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees from and against any and all suits, claims, liabilities, damages (consequential or otherwise), or losses brought for bodily injury or damage to property (including attorneys' fees) that arise or are alleged to have arisen as a result of any conduct, whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the services required hereunder, by the OUTSIDE COUNSEL, its subcontractors, agents or employees, excepting those losses or damages directly caused solely by the acts, errors, or omissions of the City or any of its officers, agents or employees. This indemnification shall survive the expiration or termination of this Agreement. The OUTSIDE COUNSEL expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the OUTSIDE COUNSEL shall in no way limit the OUTSIDE COUNSEL's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. The OUTSIDE COUNSEL acknowledges that the City has no obligation to provide legal counsel or defense to the OUTSIDE COUNSEL, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against the

OUTSIDE COUNSEL as a result of or relating to obligations under this agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against the OUTSIDE COUNSEL or its subcontractors or employees as a result of or relating to the OUTSIDE COUNSEL's obligations hereunder.

This section does not apply to any claim of professional liability against OUTSIDE COUNSEL on behalf of the City, or its elected and appointed officials, officers, agents and employees. Any such claim will be governed by the legal principles applicable to a professional liability claim against a lawyer or a law firm, unaffected by this Agreement. The OUTSIDE COUNSEL shall immediately notify the City c/o City Attorney; 1244 Texas Ave., Shreveport, LA 71101, of any claim or suit made or filed against the OUTSIDE COUNSEL or its subcontractors regarding any matter resulting from or relating to the OUTSIDE COUNSEL's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

GOVERNING LAW, JURISDICTION AND VENUE. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Louisiana, located in Caddo Parish, LA, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Louisiana, located in Caddo Parish, LA.

Article VI.  
INSURANCE

The OUTSIDE COUNSEL shall not commence any work under this agreement until it has obtained all insurance required hereunder. Contemporaneous with the execution of this Agreement, OUTSIDE COUNSEL shall furnish the City's Risk Manager a Certificate of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Shreveport.

If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to the OUTSIDE COUNSEL may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the OUTSIDE COUNSEL.

The OUTSIDE COUNSEL shall maintain, at its expense, at minimum, the following insurance coverage during the life of the Agreement and for at least (3) years from the termination or expiration of this agreement: PROFESSIONAL LIABILITY: \$1,000,000 Each Occurrence / Aggregate

D. Each certificate or policy shall require and state in writing the following clauses:

1. "Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Shreveport Risk Manager" by registered mail, return receipt requested to the following address:

The undersigned represent that they are authorized to enter into this Retention Agreement. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

Remainder of this page intentionally left blank.  
Signatures appear on the following page.

**CLIENT:**  
THE CITY OF SHREVEPORT

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Signature

---

Date

---

Mayor Adrian Perkins

**ATTORNEY:**  
KENNETH ANTEE, JR.  
A PROFESSIONAL LAW CORPORATION

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Signature

---

Date

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Kenneth Antee, Jr.

|   |             |                               |
|---|-------------|-------------------------------|
| <b>TITLE</b>  | <b>DATE</b> | <b>ORIGINATING DEPT./DIV.</b> |
| <b>AN ORDINANCE AMENDING THE 2021<br/>CAPTIAL PROJECTS FUND BUDGET<br/>AND TO OTHERWISE PROVIDE WITH<br/>RESPECT THERETO.</b> | 6/15/21     | Finance/Administration        |
| <b>SPONSOR OR COUNCIL MEMBER</b>  |             |                               |

**PURPOSE**

To amend the 2021 Capital Projects Fund Budget

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

**BACKGROUND INFORMATION**

To appropriate unallocated 2011 GOB, Prop. 2 funds to **New Fire Station #8 (A19002)**

**TIMETABLE**

Introduction: **June 22, 2021**

Final Passage: **July 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS**

**FINANCES**

\$250,000

**SOURCE OF FUNDS**

| 2011 GOB, Prop. 2

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING THE 2021 CAPITAL PROJECTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2021 Capital Projects 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 136 of 2020, the 2021 Capital Projects Fund Budget, is hereby amended as follows:

In Section 2. (Appropriations):

Increase the appropriation for **New Fire Station #8 (A19002)** by \$250,000. Funding source is \$250,000 from 2011 GOB, Prop. 2 funds.

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 136 of 2020 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:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

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|   |                                  |  |
|---|----------------------------------|--|
| <b><u>TITLE</u></b><br><b>AN ORDINANCE AMENDING THE 2021<br/>GENERAL FUND BUDGET AND TO<br/>OTHERWISE PROVIDE WITH<br/>RESPECT THERETO.</b> | <b><u>DATE</u></b><br>[6/7/2021] | <b><u>ORIGINATING DEPARTMENT</u></b><br>Shreveport Fire Department<br><b><u>COUNCIL DISTRICT</u></b><br>All<br><b><u>SPONSOR</u></b> |
|---|----------------------------------|--|

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**PURPOSE**

[To amend the 2021 General Fund Budget Shreveport Fire Department Budget.]

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**BACKGROUND INFORMATION**

[This funding will be utilized by Shreveport Fire Department Maintenance Division for projects related to fire station repairs and upkeep. The transfer is in anticipation of previous trends moving into the summer months.]

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**TIMETABLE**

Introduction: [June 22, 2021]  
Final Passage: [July 13, 2021]

**ATTACHMENT(S)**

N/A

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**SPECIAL PROCEDURAL REQUIREMENTS**

[N/A]

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**FINANCE**

**S**  
\$44,000

**SOURCE OF FUNDS**

General Fund

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**ALTERNATIVES**

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

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**RECOMMENDATION**

[Approval of this ordinance is recommended.]

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**FACT SHEET PREPARED BY:**

Clarence Reese, Jr.  
Assistant to Fire Chief

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ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING THE 2021 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2021 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 138 of 2020, the 2021 General Fund Budget, is hereby amended as follows:

In Section 2. (Appropriations):

Fire Department Maintenance

Decrease Improvements and Equipment by \$44,000 and increase Contractual Services by \$44,000.

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 138 of 2020 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:**

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City Attorney's Office

| <b>TITLE</b>   | <b>DATE</b>    | <b>ORIGINATING DEPT./DIV.</b> |
|--|----------------|-------------------------------|
| <b>AN ORDINANCE AMENDING THE 2021 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b> | <b>6/15/21</b> | <b>Finance/Administration</b> |

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**SPONSOR OR COUNCIL MEMBER**

**PURPOSE**

To amend the 2021 General Fund Budget

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

**BACKGROUND INFORMATION**

Due to the delay in constructing garbage trucks this amendment will assist in funding leased trucks.

**TIMETABLE**

Introduction: **June 22, 2021**

Final Passage: **July 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS****FINANCES**

\$225,000

**SOURCE OF FUNDS**

| General Fund

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING THE 2021 GENERAL  
FUND BUDGET AND TO OTHERWISE PROVIDE WITH  
RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2021 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 138 of 2020, the 2021 General Fund Budget, is hereby amended as follows:

In Section 2. (Appropriations):

Public Works

Decrease Personal Services by \$225,000

General Government

Increase Transfer to Solid Waste by \$225,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 138 of 2020 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:**

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City Attorney's Office

|   |             |                                  |
|---|-------------|----------------------------------|
| <b>TITLE</b>  | <b>DATE</b> | <b>ORIGINATING DEPT./DIV.</b>    |
| <b>AN ORDINANCE AMENDING THE 2021 RIVERFRONT DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b> | 6/15/21     | Finance/Administration           |
|   |             | <b>SPONSOR OR COUNCIL MEMBER</b> |

**PURPOSE**

To amend the 2021 Riverfront Development Special Revenue Fund Budget

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

**BACKGROUND INFORMATION**

To reallocate funds in the Economic Development department

**TIMETABLE**

Introduction: **June 22, 2021**

Final Passage: **July 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS**

**FINANCES**

**\$200,000**

**SOURCE OF FUNDS**

| Riverfront Development

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING THE 2021 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 2021 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 137 of 2020, the 2021 Riverfront Development Special Revenue Fund Budget, is hereby amended as follows:

In Section 2. (Appropriations):

Decrease Other Charges by \$200,000  
Increase Personal Services by \$200,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 137 of 2020 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:**

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City Attorney's Office

| <b>TITLE</b>  | <b>DATE</b> | <b>ORIGINATING DEPT./DIV.</b> | <b>SPONSOR OR COUNCIL MEMBER</b> |
|---|-------------|-------------------------------|----------------------------------|
| <b>AN ORDINANCE AMENDING THE 2021 SOLID WASTE ENTERPRISE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b> | 6/15/21     | Finance/Administration        |                                  |

**PURPOSE**

To amend the 2021 Solid Waste Enterprise Fund Budget

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

**BACKGROUND INFORMATION**

Due to the delay in constructing garbage trucks this amendment will assist in funding leased trucks.

**TIMETABLE**

Introduction: **June 22, 2021**

Final Passage: **July 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS****FINANCES**

**\$225,000**

**SOURCE OF FUNDS**

| General Fund

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING THE 2021 SOLID WASTE ENTERPRISE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2021 Solid Waste Enterprise 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 2020, the 2021 Solid Waste Enterprise Fund Budget, is hereby amended as follows:

In Section 1. (Estimated Receipts):

Increase Transfer from General Fund by \$225,000

In Section 2. (Appropriations):

Increase Contractual Services by \$225,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 153 of 2020 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:**

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City Attorney's Office

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

| <b><u>TITLE</u></b>   | <b><u>DATE</u></b> | <b><u>ORIGINATING DEPARTMENT</u></b>                        |
|---|--------------------|---|
| An ordinance to amend the Metropolitan Planning Commission's fee schedule for the City of Shreveport, Louisiana, Unified Development Code relative to fees for the Short-Term Rental Property, and to otherwise provide with respect thereto. | Jun 22, 2021       | Shreveport   Caddo Metropolitan Planning Commission ("MPC") |
|   |                    | <b><u>COUNCIL DISTRICT</u></b>                              |
|   |                    | City-wide   |
|   |                    | <b><u>SPONSOR</u></b>                                       |

**PURPOSE**

To adopt an ordinance to amend the *Schedule of Fees* relative to the Short-Term Rental Property.

**BACKGROUND INFORMATION**

The Shreveport UDC requires revisions concerning the following areas: The Short-Term Rental Property. A description of the fee additions are as follows:

**FEES FOR SPECIAL EXCEPTION USE:**

SHORT-TERM RENTAL PROPERTY, TYPE "A": \$150  
SHORT-TERM RENTAL PROPERTY, TYPE "B": \$250  
SHORT-TERM RENTAL PROPERTY, RENEWAL: \$100

Per code text amendments MPC staff developed in Jun 2021 (Case 21-6-C), Short-Term Rental Property. This new process was introduced to help expedite the procedural timeline for said uses, as well as provide a better opportunity for approval. Currently, a short-rental property requires special use approval in specific districts. Under the Short-Term Rental Property procedures, the short-term rental would be approved administratively by the Zoning Administrator in Type "A" and "B-1" and review by MPC Staff and presented before the ZBA at a public hearing for approval in Type "B-2".

**TIMETABLE**

|                                |               |
|--------------------------------|---------------|
| Introduction to City Council:  | Jun 22, 2021  |
| Final Passage by City Council: | July 13, 2021 |

**ATTACHMENTS**

|             |                  |
|-------------|------------------|
| Exhibit "A" | Schedule of Fees |
|-------------|------------------|

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**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:** Maryam Moradian, MPC  
Community Planner

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING COMMISSION'S FEE SCHEDULE FOR THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE RELATIVE TO FEES FOR THE SHORT-TERM RENTAL PROPERTY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, Article 25 of the Shreveport Unified Development Code (“Shreveport UDC”) states that, the City Council shall adopt the required application fees by ordinance and a schedule of such fees shall be kept on file in the office of the Metropolitan Planning Commission (“MPC”); and

**WHEREAS**, the Short-Term Rentals were proposed as code text amendments in the Shreveport UDC; 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 Shreveport Unified Development Code Schedule of Fees, attached hereto as Exhibit “A” and made part hereof, is hereby adopted as attached.

**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, 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

# Metropolitan Planning Commission

Shreveport | Caddo Parish

## City of Shreveport Fees

(Revised June.1.2021)

### Land Development Department

505 Travis Street, Suite 440  
Shreveport, LA 71101 | phone 318-673-6480

Land Development

505 Travis Street | Suite 440 | Shreveport ,

LA | 71101

318-673-6480 | fax 318-673-6461

## CITY OF SHREVEPORT FEE WORKSHEET FOR THE UDC

*Fees must be **paid in full** at the time of submittal.*

| APPLICATION(S)   | Fees      |
|--|-----------|
| <b>CODE TEXT AMENDMENT</b>   |           |
| Non-Governmental/Non-Municipal Entity  | 500.00    |
| Governmental / Municipal Entity  | No Charge |
| <b>MPC APPLICATIONS</b>  |           |
| <b>REZONING</b>  |           |
| Base Application Fee, Plus   | 750.00    |
| : Per Acre Fee (in addition to base fee - maximum total fee of \$1,300.00) * applies only to properties exceeding one acre                                     | 50.00     |
| Neighborhood Participation Plan  | 50.00     |
| <b>PLANNED UNIT DEVELOPMENT (Preliminary Site Plan)</b>  |           |
| Base Application Fee, Plus   | 1,000.00  |
| : Per Acre Fee (after first 5 acres -maximum total fee of \$1,500.00)  | 50.00     |
| Neighborhood Participation Plan  | 50.00     |
| <b>SMALL PLANNED UNIT DEVELOPMENT (Site Plan)</b>  |           |
| Base Application Fee, Plus   | 750.00    |
| : Per Acre Fee (after first acre - maximum total fee of \$1,000.00)  | 50.00     |
| Neighborhood Participation Plan  | 50.00     |
| <b>AMEND ORDINANCE STIPULATIONS</b>  |           |
| Amend Ordinance Stipulations   | 650.00    |
| <b>PRELIMINARY PLAT</b>  |           |
| Base Application Fee   | 300.00    |
| Neighborhood Participation Plan  | 50.00     |
| <b>FINAL PLAT/RE-PLAT</b>  |           |
| Base Application Fee, Plus   | 300.00    |
| : Per Lot Fee (in addition to base fee - maximum total fee of \$1,300.00)  | 20.00     |
| <b>REVISED PLAT</b>  |           |
| Revised Plats, including Lot Combinations  | 300.00    |
| <b>SPECIAL USE PERMIT</b>  |           |
| Special Use Permit Base Fee  | 750.00    |
| Special Use Permit Site Plan Review  | 650.00    |
| : Per Acre Fee (in addition to Special Use Permit Site Plan Review base fee - maximum total fee of \$1,300.00) * applies only to properties exceeding one acre | 50.00     |
| Neighborhood Participation Plan  | 50.00     |
| <b>APPEALS</b>   |           |
| Administrative Decision Appeal   | 650.00    |
| Appeal to City Council (Applicants Only)   | 250.00    |
| Appeal to City Council (Aggrieved Party)   | No Fee    |
| <b>FAÇADE REVIEW</b>   |           |
| Minor Façade Improvements to Existing Buildings  | 250.00    |
| <b>ZBA APPLICATIONS</b>  |           |
| <b>ZONING VARIANCE</b>   |           |
| Residential Variance to Zoning   | 350.00    |
| Commercial / Industrial Variance to Zoning   | 50.00     |
| Residential Administrative Variance to Zoning  | 50.00     |
| Neighborhood Participation Plan  | 50.00     |
| <b>VARIANCES</b>   |           |
| Other  | 450.00    |
| <b>ADMINISTRATIVE DECISION APPEAL</b>  |           |
| Administrative Decision Appeal   | 650.00    |
| <b>ADMINISTRATIVE APPLICATIONS</b>   |           |
| <b>ADMINISTRATIVE SPECIAL USE PERMIT</b>   |           |
| Administrative Special Use Permit Base Fee   | 750.00    |
| Administrative Permit Site Plan Review   | 650.00    |
| :Per Acre Fee (in addition to Special Use Permit Site Plan Review base fee - maximum total fee of \$1,300.00) * applies only to properties exceeding one acre  | 50.00     |
| <b>ADMINISTRATIVE SPECIAL USE PERMIT APPEAL</b>  |           |
| Appeal to City Council (Applicants Only)   | 250.00    |
| Appeal to City Council (Aggrieved Party)   | No Fee    |

Land Development

505 Travis Street | Suite 440 | Shreveport ,

LA | 71101

318-673-6480 | fax 318-673-6461

**CITY OF SHREVEPORT FEE WORKSHEET FOR THE UDC**

| <b>SPECIAL EXCEPTION USE</b>  |             |
|---|-------------|
| Special Exception Use Base Fee  | 350.00      |
| <b>APPLICATION(S) continued</b>   | <b>Fees</b> |
| <b>SPECIAL EXCEPTION USE APPEAL</b>   |             |
| Appeal to City Council (Applicants Only)  | 250.00      |
| Appeal to City Council (Aggrieved Party)  | No Fees     |
| <b>TEMPORARY USE APPROVALS</b>  |             |
| Batch Plant/Rock Crushing Facility Or Borrow Pit (Separate Administrative Site Plan Approval Fee May Be Required)   | 350.00      |
| Farmers Market (Separate Administrative Site Plan May Be Required)  | 50.00       |
| Other Temporary Use (i.e. Food Truck Vendor, Temporary Outdoor Entertainment, Temporary Outdoor Sales Or Temporary Storage Container)                             | 50.00       |
| <b>VARIANCES</b>  |             |
| Variance  | 150.00      |
| <b>SITE PLAN</b>  |             |
| Pre-Application Conference (PAC)  | No Charge   |
| Preliminary Site Plan   | 250.00      |
| Final Site Plan, Plus (if applicant submitted a Preliminary Site Plan)  | 400.00      |
| : Per Acre Fee (in addition to administrative site plan review base fee amount - maximum total fee of \$1,300.00) * applies only to properties exceeding one acre | 50.00       |
| Final Site Plan, Plus (if applicant did not submit a preliminary Site Plan)   | 650.00      |
| : Per Acre Fee (in addition to administrative site plan review base fee amount - maximum total fee of \$1,300.00) * applies only to properties exceeding one acre | 50.00       |
| Administrative Site Plan Modification   | 100.00      |
| <b>PUD SITE PLAN</b>  |             |
| Base Application Fee, Plus  | 650.00      |
| : Per Acre Fee (after first 5 acres - maximum)  | 50.00       |
| <b>CERTIFICATES OF OCCUPANCY</b>  |             |
| Home Based Business   | 75.00       |
| Commercial Location   | 125.00      |
| Temporary Certificate of Occupancy  | 75.00       |
| Property Occupied without a Valid Certificate of Occupancy  | 250.00      |
| <b>ZONING INTERPRETATION &amp; VERIFICATION</b>   |             |
| Zoning Interpretation   | 125.00      |
| Zoning Verification Letter  | 75.00       |
| <b>HISTORIC PRESERVATION</b>  |             |
| Certificate of Appropriateness  | 50.00       |
| Certificate of Demolition   | 50.00       |
| Determination of No Material Effect   | 50.00       |
| <b>SHORT-TERM RENTAL PROPERTY</b>   |             |
| Short-Term Rental Property Permit "Type A"  | 150.00      |
| Short-Term Rental Property Permit "Type B"  | 250.00      |
| Short-Term Rental Property Permit Renewal   | 100.00      |
| <b>MAP FEES</b>   |             |
| Single Plotted Zoning Map (36" x 36")   | 12.00       |
| Set Plotted Zoning Maps   | 190.00      |
| Single Zoning Map on CD (.pdf format)   | 10.00       |
| Set of Zoning Maps on CD (.pdf format)  | 30.00       |
| Any Prepared Map Ready to Plot  | 15.00       |
| Custom Map - Base fee   | 20.00       |
| : Per Hour Fee (after the first hour)   | 20.00       |
| <b>WIRELESS TELECOMMUNICATIONS: SMALL WIRELESS FACILITIES</b>   |             |
| <b>NEW FACILITY</b>   |             |
| Application Processing Fee  | 2,000.00    |
| Application Resubmittal Fee, First Resubmittal  | No Charge   |
| Application Resubmittal Fee, Subsequent Resubmittal   | 350.00      |
| Permit (WTFP) -One-Time Fee per Facility  | 1,500.00    |
| <b>BATCHED NEW FACILITY</b>   |             |
| Batched Submittal - First individual application contained in a batched submittal   | 2,000.00    |
| : Additional Individual Applications contained in a Batched Submittal - \$200 for each additional application   | 200.00      |
| Application Resubmittal Fee, First Submittal  | No Charge   |

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**CITY OF SHREVEPORT FEE WORKSHEET FOR THE UDC**

|   |             |
|---|-------------|
| Application Resubmittal Fee, Subsequent Resubmittal   | 350.00      |
| Permit (WTFP) -One-Time Fee per Facility  | 1,500.00    |
| <b>NON-SECTION 6409(a) MODIFICATIONS (Substantial Change)</b>   |             |
| Application Processing Fee  | 2,000.00    |
| Application Resubmittal Fee, First Submittal  | No Charge   |
| Application Resubmittal Fee, Subsequent Resubmittal   | 350.00      |
| Permit (WTFP) - Fee per Facility  | No Charge   |
| <b>SECTION 6409(a) MODIFICATIONS (Non-Substantial Change)</b>   |             |
| No Application and No Fees required. Notice of Section 6409(a) Modifications (a non-substantial change) is required at no charge. | No Charge   |
| <b>ROUTINE MAINTENANCE</b>  |             |
| <b>APPLICATION(S) continued</b>   | <b>Fees</b> |
| No Application and No Fees required for Routine Maintenance   | No Charge   |
| <b>ATTACHMENT TO CITY-OWNED POLES AND STRUCTURES</b>  |             |
| Annual rate to place a small wireless facility on a City-owned pole or other City-owned structure in.                             | 50.00       |
| <b>WIRELESS TELECOMMUNICATIONS: MACRO TOWERS</b>  |             |
| <b>NEW FACILITY</b>   |             |
| Application Processing Fee  | 2,000.00    |
| Application Resubmittal Fee, First Submittal  | No Charge   |
| Application Resubmittal Fee, Subsequent Resubmittal   | 350.00      |
| Permit (WTFP) -One-Time Fee per Facility  | 1,500.00    |
| <b>NON-SECTION 6409(a) MODIFICATIONS (Substantial Change)</b>   |             |
| Application Processing Fee  | 2,000.00    |
| Permit (WTFP) - Fee per Facility  | No Charge   |
| <b>SECTION 6409(a) MODIFICATIONS (Non-Substantial Change)</b>   |             |
| No Application and No Fees required. Notice of Section 6409(a) Modifications (a non-substantial change) is required at no charge. | No Charge   |
| <b>ROUTINE MAINTENANCE</b>  |             |
| No Application and No Fees required for Routine Maintenance   | No Charge   |
| <b>SIGNS</b>  |             |
| <b>SIGN PERMITS</b>   |             |
| A-Frame Sign  | 60.00       |
| Attention Getting Device  | 200.00      |
| Billboard (New or Major Structural Modifications or Change in the Number of Faces)  | 500.00      |
| Billboard (Face Change)   | No Charge   |
| Billboard (New Electronic)  | 500.00      |
| Billboard Annual Review (Pre Billboard)   | 25.00       |
| Canopy Sign (50 sf Or Less)   | 60.00       |
| Canopy Sign (51 sf Or More)   | 80.00       |
| Electronic Message Sign   | 200.00      |
| Free Standing/Monument  | 200.00      |
| Marquee Or Roof Sign  | 150.00      |
| Projecting Sign   | 60.00       |
| Public Information Event Sign   | 150.00      |
| Scoreboard  | 200.00      |
| Wall Sign Or Awning Sign, Banner Exhibition Sign (60 sf or Less)  | 35.00       |
| Wall Sign Or Awning Sign, Banner Exhibition Sign ( 61 sf to 120 sf)   | 55.00       |
| Wall Sign Or Awning Sign, Banner Sign (121 sf to 250 sf)  | 75.00       |
| Wall Sign, Or Awning Sign, Banner Exhibition Sign (any size larger than 251 sf)   | 110.00      |
| Sign Installed Without A Permit ( <b>ALL FEES DOUBLE</b> )  |             |

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

| <u>TITLE</u>   | <u>DATE</u>  | <u>ORIGINATING DEPARTMENT</u>                               |
|--|--------------|---|
| An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, relative to Short-Term Rental Property, and to otherwise provide with respect thereto. | Jun 22, 2021 | Shreveport   Caddo Metropolitan Planning Commission (“MPC”) |
|  |              | <u>COUNCIL DISTRICT</u>                                     |
|  |              | City-wide   |
|  |              | <u>SPONSOR</u>  |

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

**BACKGROUND INFORMATION**  
 The Shreveport UDC serves as the official land use and development regulatory ordinance and includes the official zoning map for the City of Shreveport.  
 These proposed amendments are intended to update, consolidate, and reformat the former subdivision and zoning regulations regarding Short-Term Rental Property and bed and Breakfast. MPC is proposing the use category “Transient Vacation Rentals” to be changed to “Short Term Rental Property (STR)”. The following Articles or portions thereof were amended: Article 5, “Uses,” including amendment updating Use Matrix and Definitions; Article 6, “Use Standards,” including amendments updating Principal Use Standards; Article 23, “Short-Term Rental Property,” adding an Article 23.

| <u>TIMETABLE</u>                             | <u>ATTACHMENTS</u>                |
|--|-----------------------------------|
| MPC Introduction: May 5, 2021                | Exhibit “A” MPC Memo              |
| MPC Review & Recommendation: Jun 2, 2021     | Exhibit “B” Use Matrix, Table 5-1 |
| Introduction to City Council: Jun 22, 2021   | Exhibit “C” Article 23            |
| Final Passage by City Council: July 13, 2021 | Exhibit “D” Staff Report          |

**SPECIAL PROCEDURAL REQUIREMENTS**  
**MPC Recommendation.** Pursuant to [La. R.S. 33:140.30](#), no amendment shall become effective unless it is first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on Jun 2, 2021. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. [33:140.30](#) and [Shreveport UDC 16.1 \(D\)\(3\)\(b\)](#).

**Notice and Public Hearing at MPC.** In accordance with the intent of [La. R.S. 33:140.30](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on Jun 2, 2021, before voting on the proposed amendments. At least ten (10) days’ notice of the time and place of the Public Hearing was published on May 14, 2021, in *The Inquisitor* (a newspaper of general circulation in the parish).

| <u>FINANCES</u> | <u>SOURCE OF FUNDS</u> |
|-----------------|------------------------|
| \$0             | 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:** Maryam Moradian, MPC  
 Community Planner

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, RELATIVE TO SHORT-TERM RENTAL PROPERTY, 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 May 5, 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 Jun 2, 2021, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with [La. R.S. 33:140.30](#); and

**WHEREAS**, in accordance with the intent of [La. R.S. 33:140.30](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on January 6, 2021, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

**WHEREAS**, 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 Inquisitor* (a newspaper of general circulation in the parish) and said Notice was published on May 14, 2021; and

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

1. Replace "Transient Vacation Rental" with "Short-Term Rental Property" in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the City of Shreveport UDC to now read as follows:

Add "Short-Term Rental Property" as a permitted use (P) / special exception (E) use in the following zoning districts.

- |                |                 |
|----------------|-----------------|
| • R-A (P/E)    | • C-2 (P/E)     |
| • R-E (P/E)    | • C-3 (P/E)     |
| • R-1-12 (P/E) | • C-4 (P/E)     |
| • R-1-10 (P/E) | • C-UC (P/E)    |
| • R-1-7 (P/E)  | • C-UV (P/E)    |
| • R-1-5 (P/E)  | • D-1-CBD (P/E) |
| • R-UC (P/E)   | • D-1-E (P/E)   |
| • R-HU (P/E)   | • D-1-CMU (P/E) |
| • R-TH (P/E)   | • D-1-RMU (P/E) |
| • R-2 (P/E)    | • D-1-AC (P/E)  |
| • R-3 (P/E)    | • D-1-HC (P/E)  |
| • R-4 (P/E)    | • I-MU (P/E)    |
| • R-MHS (P/E)  |                 |
| • C-1 (P/E)    |                 |

Explanation: 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), which requires review and approval by the Zoning Board of Appeals.

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

2. Replace "Transient Vacation Rental" with "Short-Term Rental Property" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the City of Shreveport UDC to now read as follows:

\* \* \*

**Bed and Breakfast.** A residential dwelling, or portion of a residential dwelling, where a resident and/or owner, who lives on the premises, provides lodging for a daily fee and prepares meals for guests. A bed and breakfast may include dining facilities.

\* \* \*

**Short-Term Rental Property (STR).** Defined in Article 23 Section 23.2.

\* \* \*

3. Amend "Bed and Breakfast" in ARTICLE 6. USE STANDARDS, SECTION 6.1 PRINCIPAL USE STANDARDS, Subsection 6.1.E in the City of Shreveport UDC to now read as follows. Re-alphabetize all subsequent uses accordingly.

\* \* \* \* \*

**E. Bed and Breakfast**

1. The exterior of a bed and breakfast must maintain its original appearance as a single-family dwelling. Parking for any bed and breakfast shall comply with all applicable parking provisions as described in Article 9 of this Code. All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area.
2. Cooking facilities are prohibited in individual guest rooms.
3. Breakfast must be served to guests at a minimum. Meals may only be served to registered guests unless the meal is part of a special event. Special events may only be allowed through a temporary use permit approved by the Zoning Administrator.
4. Guest stays are limited to a maximum of 14 consecutive days.
5. Bed and breakfast facilities are limited to having six (6) or fewer guest rooms, and may not exceed two (2) adults per room. If the bed and breakfast wish to allow more than the maximum number of allowed rooms and/or adults per room, special exception use approval by the Zoning Board of Appeals is required.
6. One sign, either freestanding or wall, is permitted. Such a sign may not exceed six square feet and is limited to five feet in height.
7. Bed and breakfasts are permitted to host private events including, but not limited to luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other similar gatherings for direct or indirect compensation, but must obtain a temporary use permit in accordance with Article 16. Private events may include food and beverages that are prepared and served on-site or by a caterer to invited guests. Live entertainment may be provided as an ancillary use as part of an event.

\* \* \* \* \*

4. Replace "Transient Vacation Rental" with "Short-Term Rental Property" as " KK. " in ARTICLE 6. USE STANDARDS, SECTION 6.1 PRINCIPAL USE STANDARDS in the City of Shreveport UDC to now read as follows in which Alphabetize Accordingly.

\* \* \*

**KK. Short-Term Rental Property**

All short-term rental properties are subject to the requirements of this Code. Defined in Article 23.

\* \* \*

5. Add an ARTICLE 23. SHORT-TERM RENTAL PROPERTY in the City of Shreveport UDC.

**[Note (2): See Exhibit "C" ARTICLE 23. SHORT-TERM RENTAL PROPERTY]**

**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 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, 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:**

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City Attorney's Office

Office of the MPC  
505 Travis Street | Suite 440 | Shreveport , LA  
71101 phone 318-673-6440 | fax 318-673-6112

**RECOMMENDED UDC AMENDMENTS. June 2, 2021**

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].

**Explanations :** The purpose of these short-term rental amendments is to establish regulations, standards, and a permit registration process governing the renting of privately owned residential dwelling units on a short-term basis; ensure the collection and payment of sales and occupancy taxes, as established in the Shreveport Code of Ordinances; ensure that short-term rental activities do not threaten the character of residential neighborhoods; ensure the protection of the existing housing rental stock; and ensure that such short-term rental activities do not become a nuisance or threaten the public health, safety or welfare of neighboring properties.

Likewise, as part of these amendments, definitions and use standards for bed and breakfast are also being proposed to best reflect its relationship with the short-term rental property as a separate use.

**1. Replace "Transient Vacation Rental" with "Short-Term Rental Property" in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the City of Shreveport UDC to now read as follows:**

**Add "Short-Term Rental Property " as a permitted use (P) / special exception use (E) in the following zoning districts.**

- R-A (P/E)
- R-E (P/E)
- R-1-12 (P/E)
- R-1-10 (P/E)
- R-1-7 (P/E)
- R-1-5 (P/E)
- R-UC (P/E)
- R-HU (P/E)
- R-TH (P/E)
- R-2 (P/E)
- R-3 (P/E)
- R-4 (P/E)
- R-MHS (P/E)
- C-1 (P/E)
- C-2 (P/E)
- C-3 (P/E)
- C-4 (P/E)
- C-UC (P/E)
- C-UV (P/E)
- D-1-CBD (P/E)
- D-1-E (P/E)
- D-1-CMU (P/E)
- D-1-RMU (P/E)
- D-1-AC (P/E)
- D-1-HC (P/E)
- I-MU (P/E)

**Explanation :** 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), which requires review and approval by the Zoning Board of Appeals.

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

**2. Replace "Transient Vacation Rental" with "Short-Term Rental Property" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the City of Shreveport UDC to now read as follows:**

**Bed and Breakfast.** A ~~single-family~~ residential dwelling, or portion of a residential dwelling, where a resident and/or owner, who lives on the premises, provides lodging for a daily fee in guest rooms with no in-room cooking facilities and prepares meals for guests. A bed and breakfast may include dining facilities.

\* \* \* \* \*

Short-Term Rental Property (STR). Defined in Article 23.

\* \* \* \* \*

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505 Travis Street | Suite 440 | Shreveport , LA  
71101 phone 318-673-6440 | fax 318-673-6112

~~Transient Vacation Rentals. A dwelling or a room or suites of rooms, with or without culinary facilities, is subject to a transient vacation rental agreement with an occupancy duration of fewer than 30 days. All transient vacation rentals must be licensed by the Director of Finance~~

\* \* \* \* \*

- 3. Amend "Bed and Breakfast" in ARTICLE 6. USE STANDARDS, SECTION 6.1 PRINCIPAL USE STANDARDS, Subsection 6.1.E in the City of Shreveport UDC to now read as follows. Re-alphabetize all subsequent uses accordingly.

\* \* \* \* \*

**E. Bed and Breakfast**

- 1- The exterior of a bed and breakfast must maintain its original appearance as a single-family dwelling. Parking for any bed and breakfast shall comply with all applicable parking provisions as described in Article 9 of this Code. All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area. No parking may be located in front of the front building line.
- 2- Cooking facilities are prohibited in individual guest rooms.
- 3- ~~Leasing a common dining area for social events is prohibited. No retail sales are permitted.~~
- 3- Breakfast must be served to guests at a minimum. Meals may only be served to registered guests unless the meal is part of a special event. Special events may only be allowed through a temporary use permit approved by the Zoning Administrator.
- 4- Guest stays are limited to a maximum of 14 consecutive days.
- 5- ~~Bed and breakfasts are limited to a maximum of eight guests. Bed and breakfast facilities are limited to having six (6) or less guest rooms, and may not exceed two (2) adults per room. If the bed and breakfast wishes to allow more than the maximum number of allowed rooms and/or adults per room, special exception use approval by the Zoning Board of Appeals is required.~~
- 6. One sign, either freestanding or wall, is permitted. Such a sign may not exceed six square feet and is limited to five feet in height.
- 7. Bed and breakfasts are permitted to host private events including, but not limited to, ~~wedding receptions, holiday parties, and fundraisers luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other similar gatherings for direct or indirect compensation,~~ but must obtain a temporary use permit in accordance with Article 16. Private events may include food and beverages that are prepared and served on-site or by a caterer to invited guests. Live entertainment may be provided as an ancillary use as part of an event.

\* \* \* \* \*

- 4. Delete use "Transient Vacation Rental" and replace with "Short-Term Rental Property" as "KK" in ARTICLE 6. USE STANDARDS, SECTION 6.1 PRINCIPAL USE STANDARDS in the City of Shreveport UDC to now read as follows . Re-alphabetize all subsequent uses accordingly.

\* \* \* \* \*

**KK. Short-Term Rental Property**

All Short-Term Rental properties are subject to all regulations, standards, and permit registration process as established in Article 23 of this Code, as well as any law, ordinance, or regulation established in the Shreveport Code of Ordinances.

\* \* \* \* \*

**~~LL.—Transient Vacation Rentals~~**

~~All transient vacation rentals are subject to the requirements of this Code and the following standards:~~

- 1- ~~Transient Occupants means any person or guest or invitee of such person who occupies or is in actual or apparent control or possession of residential property registered as a Vacation Rental.~~
- 2- ~~Transient Vacation Rental shall mean any dwelling unit that is advertised or held out to the public to be rented to Transient Occupants.~~
- 3. ~~All transient vacation rentals must be licensed by the Director of Finance.~~

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\* \* \* \* \*

5. Add ARTICLE 23. SHORT-TERM RENTAL PROPERTY in the City of Shreveport \_UDC.

**[Note (2): See Exhibit "C" ARTICLE 23. SHORT-TERM RENTAL PROPERTY]**







| 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-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 |            |            |
| (Eligible Facility)   |     |     |        |        |       |       |      |      |      |     |     |     |       |       |     |     |     |     |      |      |         |       |         |         |        |        |    |      |     |     |    |    |    |              |            |            |
| 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            | Sec. 22.9  |            |
| 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-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 | I  | 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            | 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   |     |    |    |    | 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 |
| * 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. |     |     |        |        |       |       |      |      |      |     |     |     |       |       |     |     |     |     |      |      |         |       |         |         |        |        |    |      |     |     |    |    |    |              |            |            |
| ** 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.  |     |     |        |        |       |       |      |      |      |     |     |     |       |       |     |     |     |     |      |      |         |       |         |         |        |        |    |      |     |     |    |    |    |              |            |            |

**ARTICLE 23. SHORT-TERM RENTAL PROPERTY**

- 23.1 PURPOSE**
- 23.2 DEFINITIONS**
- 23.3 ZONING AND RESIDENTIAL TYPE RESTRICTIONS**
- 23.4 PERMIT REQUIRED**
- 23.5 PERMIT TYPES AND USE STANDARDS**
- 23.6 PERMIT APPLICATION, PROCEDURE, EXPIRATION, AND RENEWAL**
- 23.7 LOCAL REPRESENTATIVE REQUIRED**
- 23.8 HEALTH AND SAFETY STANDARDS**
- 23.9 FEES AND TAXES**
- 23.10 VIOLATIONS, PENALTIES, AND ENFORCEMENT**
- 23.11 EXISTING SHORT-TERM RENTAL PROPERTY**
- 23.12 APPEALS**

**23.1 PURPOSE**

- A.** This Article shall apply to only short-term rental properties, as defined herein. A short-term rental property may be known, cited, or referred to as “short-term rentals” or “STR.”
- B.** The purpose of this Article is to establish regulations, standards, and a permit registration process governing the renting of privately owned residential dwelling units on a short-term basis; ensure the collection and payment of sales and occupancy taxes, as established in the Shreveport Code of Ordinances; ensure that short-term rental activities do not threaten the character of residential neighborhoods; ensure the protection of the existing housing rental stock; and ensure that such short-term rental activities do not become a nuisance or threaten the public health, safety or welfare of neighboring properties.
- C.** This Article shall not supersede any private conditions, covenants, or restrictions applicable to a short-term rental property.

**23.2 DEFINITIONS**

For purposes of this Article, the following terms shall have the following meanings:

**Commercial Meetings.** Commercial meetings include, but not limited to, luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other similar gatherings for direct or indirect compensation.

**Host.** Any person, who is the owner of a record of residential real property, or the lessee of residential real property under a written agreement for the lease of such real property, who offers that dwelling unit, or portion thereof, for short-term rental property either through a hosting platform or individually.

**Hosting Platform.** A marketplace, in whatever form or format, facilitates short-term rental property through advertising using any medium of facilitation, and the form in which the host uses the said platform to derive revenue, including booking fees or advertising revenue, from providing or maintaining the marketplace.

**Local Representative.** An individual located in the City during the entire length of the short-term rental period who has access to the licensed premises and is authorized to make decisions regarding the licensed premises.

**Professional Property Management Firm.** An entity that is comprised of one or more professional property managers who oversee the operation, control, and maintenance of the real estate and physical property. This can include residential, commercial, and land real estate.

**Professionally Managed Short-Term Rental:** A short-term rental that is managed, operated, or controlled by a professional property management firm that oversees the operation, control, and maintenance of a short-term rental.

**Resident.** An individual or family who resides in the dwelling unit. The resident can be the owner or host of the short-term rental.

**Short-Term Rental Permit.** A permit, issued by the Office of the Metropolitan Planning Commission, stating that the applicant is using a residential dwelling unit, accessory dwelling unit, or any room therein, as a short-term rental and that the said residential dwelling unit, as stated in the application, is up to code and complies with all health and safety regulations. There are three types of short-term rental permits: 'Type A,' 'Type B-1' and 'Type B-2.'

**Short-Term Rental Permit 'Type A'.** A Short-Term Rental Permit 'Type A' is the permit required for a host to rent a portion of a dwelling unit (i.e., individual bedroom or bedrooms) or an accessory dwelling unit (i.e., garage apartment or carriage house) to overnight guests. Commercial meetings, special events, or any other similar event as defined by this Article, which have the potential to cause traffic, parking, noise, or other impacts to the neighborhood are prohibited as part of any short-term-rental operation.

**Short-Term Rental Permit 'Type B'.** A Short-Term Rental Permit 'Type B' is the permit required for a host to rent an entire dwelling unit to overnight guests. A Short-Term Rental Permit 'Type B' can either be a 'Type B-1,' which is approved administratively by the Zoning Administrator, or a 'Type B-2,' which requires approval by the Zoning Board of Appeals. Commercial meetings, special events, or any other similar event as defined by this Article which has the potential to cause traffic, parking, noise, or other impacts to the neighborhood are prohibited as part of any short-term-rental operation.

**Short-Term Rental Property.** A residential dwelling unit, accessory dwelling unit, or any room therein, available for rent for a term of less than thirty (30) consecutive calendar days, but excluding bed and breakfast and single-room occupancy.

**Short-Term Renter.** A person who exercises occupancy, or is entitled to occupancy as a short-term rental, because of concession, permit, right of access, license, or other agreement for a period of thirty (30) or fewer consecutive calendar days. Portions of days shall be counted as full calendar days.

### 23.3 ZONING AND RESIDENTIAL TYPE RESTRICTIONS

- A. Any short-term rental property shall only operate in the allowable zoning districts as indicated within the Use Matrix, as described in Article 5 of this Code.
- B. A short-term rental property is only allowed in the following residential structure types:
  1. Single-Family Residence, Detached (e.g., a stand-alone single-family dwelling unit)
  2. Single-Family Residence, Attached (e.g., a duplex, containing two units, where each unit is on a separate lot)
  3. Two-Family Dwelling Unit (e.g., a duplex, on one lot, containing two units)
  4. Multi-Family Unit (e.g., an apartment or triplex)
  5. Townhouse
  6. Accessory Dwelling Unit (as allowed per the Use Matrix in Article 5 of this Code)
  7. A Mixed-Used Property (e.g., residential dwelling above the ground floor)
  8. A Manufactured Home

### 23.4 PERMIT REQUIRED

No person or entity shall operate a short-term rental property, or advertise a residential property for use as a short-term rental, without the owner of the property first having obtained a short-term rental permit, either 'Type A,' 'Type B-1' or 'Type B-2,' as described in Section 23.5 of this Article, issued by the Zoning Administrator, or their designee.

### 23.5 PERMIT TYPES AND USE STANDARDS

Any host wishing to rent their dwelling unit, or portion thereof, for short-term rental, shall apply for one of the following short term rental types:

**A. Short-Term Rental Permit, 'Type A'**

1. **When Required.** A Short-Term Rental Permit 'Type A' is required when a portion of a dwelling unit (i.e., individual bedroom or bedrooms) or an accessory dwelling unit (i.e., garage apartment) is rented by a host to overnight guests and no commercial meetings are held. Maximum occupancy of the short-term rental property shall comply with the approved short-term rental application.
2. **Notification.** As part of the application submittal process for a Short-Term Rental Permit 'Type A,' the applicant must prepare a notification letter that describes the operation and the number of bedrooms that will be rented to overnight guests and how to contact the owner or host by phone. The notification letter shall be mailed or delivered to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of the short-term rental permit. A copy of the notification letter and list with the names and addresses of all property owners and organizations that received said notification is required at the application submittal.
3. **Administrative Approval.** A Short-Term Rental Permit 'Type A' may be approved administratively by the Zoning Administrator.
4. **Allowed Structure Type.** A short-term rental property that requires a Short-Term Rental Permit 'Type A' is allowed only in the residential structure types as described in Section 23.3 of this Article.
5. **Accessory Dwelling Units.** On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.
6. **Number of Overnight Guests.** The total number of adults occupying a dwelling unit with an approved Short-Term Rental Permit 'Type A' may not exceed two (2) adults per bedroom.
7. **Parking.** Parking for Short-Term Rental Permit 'Type A' properties shall comply with all applicable residential parking provisions as described in Article 9 of this Code. All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area.
8. **Advertising.** All advertisements for any short-term rental property, as defined in this Code, must list the short-term rental permit number.
9. **Special Events Prohibited.** Weddings, corporate events, commercial functions, large parties, and other similar events which have the potential to cause traffic, parking, noise, or other impacts to the neighborhood are prohibited as part of any short-term-rental operation.

**B. Short-Term Rental Permit, 'Type B'**

1. **When Required.** A Short-Term Rental Permit 'Type B' is required when a host rents an entire dwelling unit to overnight guests. A Short-Term Rental Permit 'Type B' can either be 'Type B-1' or 'Type B-2'. Maximum occupancy of the short-term rental property shall comply with the approved short-term rental application.
2. **Notification.** As part of the application submittal process for a Short-Term Rental Permit 'Type B,' the applicant must prepare a notification letter that describes the operation and the total number of allowed overnight guests, and how to contact the owner or host by phone. The notification letter shall be mailed or delivered to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of the short-term rental permit. A copy of the notification letter and list with the names and addresses of all property owners and organizations that received said notification is required at the application submittal.
3. **Administrative Approval.** A Short-Term Rental Permit 'Type B-1' may be approved administratively by the Zoning Administrator if the total number of allowable overnight guests of the short-term rental does not exceed ten (10) adults.
4. **Special Exception Use Approval.** A Short-Term Rental Permit 'Type B-2' may only be allowed as a special exception use, and requires review and approval by the Zoning Board of Appeals per the requirements of Section 16.6 when:

- a. **Number of Overnight Guests.** The host of a short-term rental property requests the total number of allowable overnight guests to exceed ten (10) adults.
- b. **Distance Requirements.** 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.

**Note: All existing short-term rental properties, as of the effective date of this Code, that do not meet the spacing requirement are deemed conforming. Such deemed conforming status is terminated when the short-term rental property ceases to operate or when any required permits are revoked or not renewed.**

5. **Allowed Structure Type.** A short-term rental property that requires a Short-Term Rental Permit 'Type B-1' or 'Type B-2' is allowed only in the residential structure types as described in Section 23.3 of this Article.
6. **Parking.** Parking for Short-Term Rental Permit 'Type B-1' or 'Type B-2' properties shall comply with all applicable residential parking provisions as described in Article 9 of this Code. All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area.
7. **Advertising.** All advertisements for any short-term rental property, as defined in this Code, must list the short-term rental permit number.
8. **Neighborhood Participation Plan.** The Executive Director, or their designee, may require the applicant of a Short-Term Rental Permit 'Type B-1' or 'Type B-2' to participate in the Neighborhood Participation Plan, as described in Section 15.4 of this Code, due to the short-term rental property's sensitive nature, proximity to the neighborhood or where unusual circumstances, common sense and good judgment dictate. The Executive Director will evaluate each Type B Short-Term Rental Property application on a case-by-case basis and decide accordingly.

### 23.6 PERMIT APPLICATION, PROCEDURE, EXPIRATION, AND RENEWAL

- A. The Office of the Metropolitan Planning Commission, along with the City's Revenue Division, shall develop a short-term rental property application packet with all operational requirements, as required within this Code and the Shreveport Code of Ordinances. Said application shall be submitted by any potential host or property owner at least thirty (30) days before beginning any short-term rental operations in the City.
- B. A short-term rental permit shall expire two (2) years after it is issued. Short-term rental permits may be renewed upon the payment of a renewal fee to cover the applicant renewal screening. All renewal requests are encouraged to be received at least 30 days prior to the expiration date for their existing permit.
- C. A short-term rental property permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a short-term rental property on that property. A short-term rental permit does not run with the land.
- D. All short-term rental permits shall require annual registration when the title of the short-term rental transfers to a new owner or when any changes in ownership of a short-term rental property occur.
- E. A short-term rental permit may be renewed every two (2) years if the operator completes the following, as applicable: (1) pays the renewal fee; (2) provides information concerning any changes to the previous application for, or renewal of, the short-term rental property registration; (3) submits records for the last year to demonstrate compliance with this Article; and (4) provides the 3 years of the property tax reporting and revenue tax reporting. Failure to submit a renewal application to the MPC at least thirty (30) days prior to the expiration of the registration shall render the registration and permission to operate a short-term rental property null and void.

- F. At least thirty (30) days prior to any advertising of a short-term rental property, the owner, host, or property management firm shall register the short-term rental property with the Office of the MPC, on forms supplied by the Office of the MPC. For professionally managed short-term rental property, registration for multiple short-term rental properties may be made by filing a complete list of all the short-term rental property in the City managed by such firm, on forms supplied by the Office of the MPC and the list shall be updated at least quarterly.
- G. No short-term rental application shall be accepted without signature by the owner or the property management firm, under penalty of perjury, acknowledging that the short-term rental is in habitable condition and complies with the health and safety standards set forth in this Article.

### **23.7 LOCAL REPRESENTATIVE REQUIRED**

- A. Each owner or property management firm shall appoint a person who is available twenty-four (24) hours per day, seven (7) days per week, to serve as the local representative for the short-term rental and shall respond on-site within sixty (60) minutes to complaints regarding a condition or operation of the short-term rental or the conduct of the short-term renters; and take remedial action to resolve any or all complaints.
- B. The owner or property management firm shall notify the Zoning Administrator or designee in writing of the appointment of a local representative within seven (7) days of such appointment or modification of any such appointment, including contact information.

### **23.8 HEALTH AND SAFETY STANDARDS**

Each short-term rental property, at all times, shall comply with the following standards, as well as any property standards and fire prevention standards established in the Shreveport City Code, while the short-term rental is occupied:

- A. Buildings, structures, or rooms shall not be used for purposes other than those for which they were designed or intended.
- B. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, all other structural components and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected and shall be kept in sound condition and in good repair.
- C. Smoke detectors, carbon monoxide detectors, and fire extinguishers shall be installed and operable, and all wood-burning fireplaces and stoves shall be cleaned on an annual basis.
- D. An operable toilet, sink, and either a bathtub or shower shall be located within the same building, and every room containing a toilet or bathtub/shower shall be completely enclosed by walls, doors, or windows that will afford sufficient privacy.
- E. The appropriate level of trash and recycling receptacles should be maintained so there is no overflow of trash and recycling on the property.
- F. Maximum occupancy of the short-term rental property shall comply with the approved short-term rental permit type, as described on the approved short-term rental application.

### **23.9 FEES AND TAXES**

- A. All fee(s) for short-term rental property shall be set forth by the Shreveport City Council.
- B. For each short-term rental property, all applicable City and Parish Sales Taxes, as well as any Occupancy Taxes, shall be timely collected and remitted.
- C. All professionally-managed short-term rental property may submit one tax payment for multiple properties, so long as there is sufficient supporting information to identify each individual short-term and the taxes collected on such short-term rental.

**23.10 VIOLATIONS, PENALTIES, AND ENFORCEMENT**

- A.** It is unlawful to violate any provision of this Article. Each day of violation shall be deemed a separate offense and be punishable as such.
- B.** Violation of any term, condition, requirement, or duration of a short-term rental permit approved under this Article is unlawful, and will constitute a violation of this Code, and will subject the violator to the penalties set forth in Article 19 (Enforcement). In addition, the short-term rental permit may be revoked or suspended following public hearings by the Zoning Board of Appeals and the City Council, if appealed.
- C.** Enforcement of this Article may be initiated in any of the following ways:
  - 1.** The Zoning Administrator is authorized to revoke any short-term rental permit, as well as issue any zoning violations to the property owner to which the short-term rental is operating.
  - 2.** Authorized personnel from the City's Revenue Division may revoke any short-term rental permit if they determine that the short-term rental permit is violating any applicable ordinances, statutes, rules, and regulations of the city, parish, and the State of Louisiana.
  - 3.** Authorized personnel from the City's police department may issue citations for any short-term rental if they determine that the short-term rental is violating any applicable ordinances, statutes, rules, and regulations of the City. Any person violating the provisions of this Article shall be issued a citation, which shall be paid in the same manner as provided for offenders of local traffic violations.

**23.11 EXISTING SHORT-TERM RENTAL PROPERTY**

- A.** Any existing short-term rental currently operating within the City of Shreveport shall apply for registration, pursuant to this Article, within one hundred eighty (180) days after the effective date of this Article.
- B.** All existing short-term rental properties, as described above, that have been operating prior to the effective date of this Article, shall have their application reviewed administratively.

**23.12 APPEALS**

- A.** Within 30 days after the date of the decision for any administrative short-term rental permit, the applicant or any aggrieved party may appeal a Zoning Administrator's decision to the Zoning Board of Appeals.
- B.** Within 10 days after the date of the decision for any Special Exception Use for any short-term rental permit by the Zoning Board of Appeals, the applicant or any aggrieved party may appeal the ZBA's decision to City Council.

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## STAFF REPORT – CITY OF SHREVEPORT

JUNE 2, 2021

**AGENDA ITEM NUMBER: # 16**  
**MPC Staff Member:** Maryam Moradian  
**City Council District:** All Districts  
**Parish Commission District :** All Districts

**CASE NUMBER:** 21-6-C: City of Shreveport UDC Code-Text Amendments  
**APPLICANT:** METROPOLITAN PLANNING COMMISSION  
**REQUEST:** **Code Text (Ordinance) Amendments to the Shreveport UDC**

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**DESCRIPTION:** The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development within the jurisdiction of the City, to correct errors in the text, or to accommodate changes or changing conditions in a particular area. Amendments to the UDC are processed as either general amendments, suggested and reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations or are emergency amendments (City designated). Below is information on all proposed amendments under review or consideration.

**Short Term Rental Property** will repeal and replace Transient Vacation Rentals regulations in the Shreveport City Code and UDC.

The principal purpose of revising the existing ordinance and adding **Chapter 23. SHORT-TERM RENTAL PROPERTY** is to establish regulations, standards, and a permit registration process governing the renting of privately owned residential dwelling units on a short-term basis; ensure the collection and payment of sales and occupancy taxes, as established in the Shreveport Code of Ordinances; ensure that short-term rental activities do not threaten the character of residential neighborhoods; ensure the protection of the existing housing rental stock; and ensure that such short-term rental activities do not become a nuisance or threaten the public health, safety or welfare of neighboring properties.

**BACKGROUND :** The Shreveport Unified Development Code (UDC) serves as the official land use and development regulatory ordinance for the City of Shreveport. Periodically, revisions are required to reflect the changing nature of business in our community. These proposed amendments are intended to be more user-friendly, concerning various housekeeping and corrective changes.

In the current regulation, the use is defined as **Transient Vacation Rentals**. Use Matrix indicates that the use is a special exception use in all residential zoning districts except R-MHS and R-MHP in which requires administrative approval from the Zoning Board of Appeals.

The City has goals and objectives in the Great Expectations: Shreveport-Caddo 2030 Master Plan, also known as the Master Plan, to develop cultural heritage tourism destinations. These goals and objectives are specifically articulated in Chapter 5, Cultural Heritage (Historic Preservation, Arts, and Culture). Cultural

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## STAFF REPORT – CITY OF SHREVEPORT

tourists generally stay longer and spend more money than other tourists. The development of a program of cultural tourism could also be one way to encourage festival visitors to stay longer and casino visitors to venture out of the casinos to spend some time in Shreveport. Each goal is accompanied by a recommended action or strategy; recommended actions for implementation are assigned to the relevant public agency or organization. Those strategies and implementation actions most pertinent to the MPC. This study serves as a preliminary research background informing the development and implementation of these policy goals.

**FINDINGS:** The growing popularity of short-term rental services, such as Airbnb and VRBO, has created both new opportunities and challenges for Shreveport and its residents. It has become clear that the existing regulations for short-term rental properties are outdated, and currently do not reflect the nature of business in Shreveport. Therefore, the City is considering the best way to manage this emerging industry moving forward. A **Short-Term Rental Property**, as defined, is any habitable residential dwelling unit, accessory dwelling unit, or any room therein, that has been advertised as being temporarily available for rent for a term of less than thirty (30) consecutive calendar days. A short-term rental property is only allowed in the residential structure types as indicated in Article 5 of this Code. A **Short-Term Rental property** consists of two (2) permit types, Type A and Type B, which shall expire two (2) years after it is issued and not be transferred or assigned to another individual, person, entity.

**Short-Term Rental Permit ‘Type A’.** A Short-Term Rental Permit ‘Type A’ is the permit required for a host to rent a portion of a dwelling unit (i.e., individual bedroom or bedrooms) or an accessory dwelling unit (i.e., garage apartment or carriage house) is rented by a host to overnight guests. No commercial meetings or special events, as defined by this Article, are allowed to be scheduled as part of any short-term-rental operation and the total number of adults occupying a dwelling unit may not exceed two (2) adults per bedroom.

**Short-Term Rental Permit ‘Type B’.** A Short-Term Rental Permit ‘Type B’ is the permit required for a host to rent an entire dwelling unit to overnight guests. A Short-Term Rental Permit ‘Type B’ can either be a ‘Type B-1,’ which is approved administratively by the Zoning Administrator, or a ‘Type B-2,’ which requires approval by the Zoning Board of Appeals. No commercial meetings or special events, as defined by this Article, are allowed to be scheduled as part of any short-term rental operation and the total number of allowable overnight guests of the short-term rental does not exceed ten (10) adults.

**A Short-Term Rental Permit ‘Type B-2’** may only be allowed as a special exception use and requires review and approval by the Zoning Board of Appeals per the requirements of Section 16.6 when the total number of allowable overnight guests exceed ten (10) adults and a short-term rental property wishes to locate closer than the 500-foot minimum distance from any legally-existing short-term rental property.

To protect the public health, safety, or welfare of neighboring properties, each owner or property management firm shall appoint a person who is available

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twenty-four (24) hours per day, seven (7) days per week, to serve as the local representative for the short-term rental and shall respond on-site within sixty (60) minutes to complaints regarding a condition or operation of the short-term rental or the conduct of the short-term renters; and take remedial action to resolve any or all complaints. In addition, each short-term rental property, at all times, shall comply with the following standards, as well as any property standards and fire prevention standards established in the Shreveport City Code.

Existing short-term rental properties who currently operating within the City of Shreveport shall apply for registration, according to this Article, within one hundred eighty (180) days after the effective date of this Article.

Applicants or any aggrieved party may appeal a Zoning Administrator's decision to the Zoning Board of Appeals within 30 days after the date of the decision for any administrative short-term rental permit and Within 10 days after the date of the decision for any Special Exception Use for any short-term rental permit by the Zoning Board of Appeals, the applicant or any aggrieved party may appeal the ZBA's decision to City Council.

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### PROPOSED TEXT

**AMENDMENT(S):** The purpose of the City of Shreveport UDC was to update, consolidate, and reformat the former subdivision and zoning regulations. It was acknowledged that upon adoption that additional corrections and policy amendments to these regulations would be forthcoming in the future. Staff is proposing the following amendments at this time:

- Amending Article 5, Uses
- Amending Article 6, Use Standards
- Adding Article 23, Short-Term Rental Property

Amendment 1.

**Replace "Transient Vacation Rental" with "Short-Term Rental Property" and Add "Short-Term Rental Property" as a permitted use / special exception use in the following zoning districts in ARTICLE 5. USES, SECTION 5.2 USE MATRIX**

Amendment 2.

**Replace "Transient Vacation Rental" with "Short-Term Rental Property" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS .**

Amendment 3.

**Amend "Bed and Breakfast" in ARTICLE 6. USE STANDARDS, SECTION 6.1 PRINCIPAL USE STANDARDS, Subsection 6.1.E**

Amendment 4.

**Replace "Transient Vacation Rental" with "Short-Term Rental Property" as " KK. " in ARTICLE 6. USE STANDARDS, SECTION 6.1 PRINCIPAL USE STANDARDS. Alphabetize Accordingly**

Amendment 5.

**Add an ARTICLE 23. SHORT-TERM RENTAL PROPERTY in the City of Shreveport UDC.**

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### APPROVAL STANDARDS :

The purpose of Section 16.1.E.1 is to provide a uniform means for amending the text of the Unified Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land-use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

- Promotes public health, safety, and welfare.**  
The proposed text amendments promote public health, safety, and welfare.
- Promotes the Master Plan and any adopted land -use policies.**  
The proposed text amendments are consistent with the Master Plan.

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- c. **Promotes intent of this Code.**  
These amendments will clarify current practices, thus promoting the intent of the Code.
- d. **Corrects an error or omission, adds clarification to existing requirements , or reflects a policy change .**  
Staff finds the proposed amendments would improve compatibility among uses and would assist in ensuring efficient development outside the City.
- e. **The extent to which the proposed amendment creates nonconformities.**  
N/A.

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### STAFF ASSESSMENT:

Based on staff analysis , review of the above standards , and facts of record, MPC Staff concludes that the MPC Board recommendation for the City Council to **APPROVE** the requested code text amendments is warranted. If approved, Articles 5 and 6 on the addition of the Short-Term Rental Property , would be amended. If approved, Article 23 on the addition of the Short-Term Rental property, would be added. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council .

### Board may:

Alternatively, based on information provided at the public hearing, the MPC

- Recommend denial of the code text amendments.

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### PUBLIC ASSESSMENT:

One spoke in support; there was no opposition present.

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### MPC BOARD

**RECOMMENDATION:** The Board voted 7-0 to recommend this application for approval.

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

|   |                                    |   |
|---|------------------------------------|---|
| <b><u>TITLE</u></b><br>An ordinance to add Chapter 106 to Code of the Ordinances relative to Short-Term Rental Property, and to otherwise provide with respect thereto. | <b><u>DATE</u></b><br>Jun 22, 2021 | <b><u>ORIGINATING DEPARTMENT</u></b><br>Shreveport   Caddo Metropolitan Planning Commission ("MPC")<br><b><u>COUNCIL DISTRICT</u></b><br>City-wide<br><b><u>SPONSOR</u></b> |
|---|------------------------------------|---|

**PURPOSE**

To adopt an ordinance to amend *Chapter 106- Residential Unit Conversion* relative to the Short-Term Rental Property.

**BACKGROUND INFORMATION**

These proposed amendments, Chapter 106- Residential Unit Conversion of the Code of Ordinances, along with the Shreveport UDC, both contain requirements relative to the licensing and operational requirements of short-term rental property. The MPC has been in the process of updating the Shreveport UDC to streamline the short-term rental permitting process and update the requirements. The Shreveport UDC amendments, approved by the MPC, will be before City Council for introduction on June 22, 2021 and first available for final passage on July 13, 2021.

If the Shreveport UDC amendments relative to short-term rentals are passed by City Council, Chapter 106 of the Code of Ordinances will need to be added to be congruent with the Shreveport UDC. This ordinance updates the Code of Ordinances to be consistent with Shreveport UDC regarding short-term rental properties.

**TIMETABLE**

|                                |               |
|--------------------------------|---------------|
| Introduction to City Council:  | Jun 22, 2021  |
| Final Passage by City Council: | July 13, 2021 |

**ATTACHMENTS**

|             |   |
|-------------|---|
| Exhibit "A" | Chapter 106-Residential Unit Conversion |
|-------------|---|

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**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:** Maryam Moradian, MPC  
Community Planner

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE TO ADD CHAPTER 106 TO CODE OF THE ORDINANCES RELATIVE TO SHORT-TERM RENTAL PROPERTY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in a due, legal and regular session convened, that Chapter 106- Residential Unit Conversion, attached hereto as Exhibit “A” and made part hereof, is hereby adopted as attached.

**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, 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:**

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City Attorney’s Office

## CODE OF ORDINANCES CITY OF SHREVEPORT, LOUISIANA

### CHAPTER 106 - RESIDENTIAL UNIT CONVERSION

#### ARTICLE I. SHORT-TERM RENTAL PROPERTY

##### **Sec. 106-1. – Purpose and applicability.**

The purpose of this article is to establish regulations, standards, and a permit registration process governing the renting of privately owned residential dwelling units on a short-term basis. Nothing in this article, however, shall be construed to be a waiver of the requirement to assess and collect hotel occupancy taxes for any residential rental for less than 30 consecutive days or any other applicable provision of the Shreveport Code of Ordinances.

##### **Sec. 106-2. – Definitions.**

The words, terms, and phrases, when used in this article, shall have the meanings ascribed to them as set forth and defined in Article 23, Section 23.2, of the Shreveport Unified Development Code, except where the context indicates a different meaning.

Except as otherwise expressly provided in this article, the following terms and their variant forms shall mean the following:

*Dwelling* means a room, or group of rooms, providing complete, independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation for one or more persons.

*Guest* means any person who occupies a dwelling unit pursuant to a short-term rental.

*Owner* means a person who owns at least a 50 percent interest in a dwelling unit used for short-term rentals.

*Short-term rental* means the use and enjoyment of a dwelling unit, or any portion thereof, by guests for a period of less than 30 consecutive days, in exchange for money, commodities, fruits, services, or other performances. Hotels, motels, bed and breakfasts, and other land uses separate from short-term rentals are not considered to be short-term rentals.

##### **Sec. 106-3. – Permits and licenses required.**

No person or entity shall operate a short-term rental property, or advertise any residential dwelling for use as a short-term rental unless the owner of the property has:

- (a) Obtained an occupational license from the city's chief financial officer, as described in XXX of this Code, and
- (b) Obtained a short-term rental permit, either 'Type A' or 'Type B,' as described in Article 23, Section 23.5 of the Shreveport Unified Development Code, and issued by the Zoning Administrator, or their designee.

##### **Sec. 106-4. – Zoning and residential type restrictions.**

- (a) Any short-term rental property shall only operate in the allowable zoning districts as indicated within the Use Matrix, as described in Article 5 of the Shreveport Unified Development Code.
- (b) A short-term rental property is only allowed in the residential structure types as indicated within Article 23, Section 23.3 of the Shreveport Unified Development Code.

##### **Sec. 106-5. – Operational regulations.**

- (a) All short-term rental permit holders are responsible for the activity of guests and shall ensure occupants do not violate any federal, state, or local law, statute, rule, or ordinances.
- (b) A short-term rental property shall comply with all health and safety standards as described in Article 23, Section 23.7 of the Shreveport Unified Development Code.
- (c) Any signs on the short-term rental property shall comply with all sign requirements as described in Article 9 of the Shreveport Unified Development Code.

- (d) All short-term rental permit holders shall ensure occupants do not disrupt or interfere with the rights of adjacent property owners and interfere with the quiet enjoyment of their property.
- (e) All short-term rental permit holders shall abide by all applicable noise restrictions contained and all applicable waste management provisions found in Chapter 58 of the Shreveport Code of Ordinances.
- (f) All short-term rental permit holders shall not allow overnight occupancy to exceed the maximum capacity specified in the short-term rental permit.
- (g) All short-term rental permit holders shall obtain, and continue to maintain, liability insurance in the form and amount required by the city's risk manager.
- (h) The short-term rental property shall maintain smoke alarms in all locations as required by Chapter 30 of the Shreveport Code of Ordinances.
- (i) In dwellings of two rooms or more, every sleeping room and every living area shall have not less than one primary means of escape and one secondary means of escape. The primary means of escape shall be a door, stairway, or ramp providing a means of unobstructed travel to the outside of the dwelling unit at the street or the finished ground level. The secondary means of escape, other than a primary means of escape.
- (j) Approved hard-wired smoke alarms, shall be installed in every sleeping room. Existing battery-powered smoke alarms, rather than house electric-powered smoke alarms, shall be permitted where the facility has demonstrated to the authority having jurisdiction that the testing, maintenance, and battery replacement programs will ensure the reliability of power to the smoke alarms.
- (k) Carbon monoxide alarms or carbon monoxide detectors shall be provided where either of the following conditions exists:
  - (1) Rooms with communicating attached garages.
  - (2) Houses containing fuel-burning appliances or fuel-burning fireplaces.
- (l) One 2-A10BC portable fire extinguishers shall be installed, inspected, and maintained in accordance with NFPA 10. Extinguishers shall be mounted within 10 feet of the cooking area.
- (m) The short-term property owner shall not receive any compensation or remuneration to allow occupancy of any short-term property for a period of fewer than 24 hours.

**Sec. 106-6. – Application generally.**

- (a) Application for a short-term rental permit required by this division shall be made to the office of the metropolitan planning commission thirty (30) days prior to beginning any short-term rental operations in the city.
- (b) The office of the metropolitan planning commission, along with the city's revenue division, shall develop a short-term rental application packet containing application forms that combine land use and zoning requirements (pursuant to the Shreveport Unified Development Code) with all operational requirements as required within this division.
- (c) All applications for a short-term rental permit are required to be accompanied by a copy of the applicant's occupational license, per section 106-3.
- (d) All short-term property operators shall obtain and maintain liability insurance in the form and amount approved by the city's risk manager.
- (e) Any permit issued pursuant to this article is non-transferable.

- (f) Any change in ownership requires a new short-term rental permit.

**Sec. 106-7. – Fees; duration.**

- (a) Every permit application shall be accompanied by a nonrefundable short-term rental permit application fee as established by the resolution of the city council, as may be amended from time to time. This application fee shall be in addition to the city's occupational license, occupancy tax, and any other license, permit fee, or penalty fee imposed by local, state, or federal laws, statutes, rules, or regulations.
- (b) Permit fees for a short-term rental permit shall be as follows, and shall expire two (2) years from the date on which it was issued:
  - (1) Type A—\$150.00.
  - (2) Type B—\$250.00.

**Sec. 106-8. – Issuance.**

The zoning administrator shall issue a short-term rental permit only after an applicant has fully complied with all of the provisions of Article 23 of the Shreveport Unified Development Code, and this article, including the payment of the fee, provided for in section 106-7.

**Sec. 106-9. – Permit Renewal.**

- (a) A short-term rental permit may be renewed every two (2) years for \$100 if the operator completes the following:
  - (1) Provides information concerning any changes to the previous application for, or renewal of, the short-term rental property registration
  - (2) Submits records for the last two (2) years to demonstrate compliance with this article; and
  - (3) Provides the two (2) years of property tax reporting and revenue tax reporting.
- (b) Failure to submit a renewal application to the office of the metropolitan planning commission at least thirty (30) days prior to the expiration of the short-term rental permit shall render the permission to operate a short-term rental property null and void.

**Sec. 106-9. – Tax.**

- (a) Occupancy and sales taxes shall be collected on all short-term rentals in accordance with the Shreveport Code of Ordinances. If a hosting platform does not collect payment for the rental, short-term rental operators are solely responsible for the collection of all applicable taxes and remittance of the collected tax to the city and other designees, as required.
- (b) If payment in connection with a booking transaction is facilitated by or through a platform, the platform shall collect and timely remit to the department of finance all applicable local taxes and city fees owed in connection with the booking transaction, including without limitation the tax imposed by this article. The failure of a platform to properly collect and remit taxes as required by this section shall not relieve an owner of the obligation to pay taxes and fees owed in connection with the booking transaction, including without limitation the tax imposed by this article.

**Sec. 106-10. – Violations, suspension/revocation, and enforcement.**

- (a) Short-term rental owners and operators shall comply with all state and local laws.
- (b) Failure to register a property within 30 days of being offered for short-term residential rental shall result in a civil penalty in the amount of \$100.
- (c) Each additional day the property is listed or operated as a short-term rental without registering constitutes a separate violation and shall result in a civil penalty of \$50 per day.
- (d) The city may waive such a penalty if the failure to register was due to no fault of the owner/operator. Until such time as the operator pays the penalty and registers such property, the operator may not continue to offer such property for short-term residential rental.
- (e) Enforcement of this article may be initiated in any of the following ways:

- (1) The Zoning Administrator is authorized to revoke any short-term rental permit, as well as an issue any zoning violations to the property owner to which the short-term rental is operating.
  - a. If a permit is revoked, the permittee may not reapply for a permit for a period of three (3) years from the date of revocation.
- (2) Authorized personnel from the City's Revenue Division may revoke any short-term rental permit if they determine that the short-term rental permit is violating any applicable ordinances, statutes, rules, and regulations of the city, parish, and the State of Louisiana.
- (3) Authorized personnel from the Shreveport Police Department, as well as the Shreveport Fire Department, may issue citations if he or she determines that the vendor's operations are violating any applicable ordinances, statutes, rules, and regulations of the City of Shreveport and/or the State of Louisiana. Any person violating the provisions of this section shall be issued a citation, which shall be paid in the same manner as provided for offenders of local traffic violations.

**Sec. 106-11. – Existing short-term rental property.**

- (a) Any existing short-term rental currently operating within the City of Shreveport shall apply for registration, pursuant to Article 23, Section 23.11 of the Shreveport Unified Development Code, within one hundred eighty (180) days after the effective date of this article.
- (b) All existing short-term rental properties, as described above, that have been operating prior to the effective date of this article, shall have their application reviewed administratively by the office of the metropolitan planning commission.

**ORDINANCE NO. 94 OF 2021**

**AN ORDINANCE TO REPEAL SECTION 50-212 (a)(10) AND TO AMEND SECTION 50-212 (b) OF ARTICLE V OF THE CODE OF ORDINANCES OF THE CITY OF SHREVEPORT RELATIVE TO THE SMOKEFREE AIR ACT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMAN JAMES FLURRY**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 50-212 (a) (10) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smoke-Free Air Act is hereby repealed in its entirety.

**BE IT FURTHER ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 50-212 (b) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smoke-Free Air Act is hereby amended to read as follows:

Sec. 50-212. - General smoking prohibitions; exemptions.

\* \* \* \*

- (b) Nothing in this article shall prohibit smoking in any of the following places:
  - (1) Private homes, private residences, and private automobiles; except that this subsection shall not apply if any such home, residence, or vehicle is being used for childcare or day care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation in which case smoking is prohibited.
  - (2) Any retail tobacco business.
  - (3) Cigar or Hookah bars.
  - (4) The outdoor area of places of employment, except as follows:
    - a. As provided in subsection (a)(4), and
    - b. Except that the owner or manager of such business may post signs prohibiting smoking in any such outdoor area, which shall have the effect of making that outdoor area an area in which smoking is prohibited under the provisions of this article.

- (5) Any Gambling facility in which gaming operations are permitted to occur upon a riverboat, except smoking is limited to designated gaming areas relative to riverboats as defined in La. R.S. 27:44; at land-based casinos, at a facility, including bars licensed for the operation of electronic video draw poker devices, at an eligible facility licensed for the operation of slot machines, by a licensed charitable organization, or at a pari-mutuel wagering facility or off-track wagering facility which is licensed for operation and regulated under the provisions of Chapters 4 and 11 of Title 4 and Chapters 4, 5, 6 and 7 of Title 27 of the Louisiana Revised Statutes of 1950, or any other gaming operations authorized by law.

**BE IT FURTHER ORDAINED** that the remainder of Chapter 50, Article V of the Code of Ordinances shall remain unchanged and in full force and effect.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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**City Attorney's Office**

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

|   |                              |  |
|---|------------------------------|--|
| <b>TITLE</b><br>An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, related to the review and approval processes made by the City Engineer, in an attempt to better expedite the permitting process, and to otherwise provide with respect thereto. | <b>DATE</b><br>June 22, 2021 | <b>ORIGINATING DEPARTMENT</b><br>Shreveport   Caddo Metropolitan Planning Commission (“MPC”)<br><b>COUNCIL DISTRICT</b><br>City-wide<br><b>SPONSOR</b> |
|---|------------------------------|--|

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

**BACKGROUND INFORMATION**  
These proposed amendments were submitted by the City Engineer, along with review and recommendations by MPC Staff , in an attempt to better expedite the permitting process. They are aimed to correct and clarify the code, close loopholes and make the code more user-friendly. As currently written, several provisions identify approval needs to be made by the City Engineer when, in fact, those approvals needs to be made by other City departments and/or agencies.

The City Engineer, along with review and recommendations by MPC Staff, is requesting the following Article, or portions thereof, be amended: Amending Article 4, Zoning District Regulations, Amending Article 6, Use Standards, Amending Article 8, Off-Street Parking and Loading, Amending Article 11, Stormwater Management, Amending Article 12, Right-of-Way and Access Standards, Amending Article 13, Subdivision Requirements, Amending Article 16, Zoning Application Approval Processes, Amending Article 17, Subdivision Approvals, Amending Article 20, Annexations Standards, Amending Article 21, Historic Preservation, and Amending Article 22, Wireless Telecommunications.

|  |                                   |
|--|-----------------------------------|
| <b>TIMETABLE</b>                             | <b>ATTACHMENTS</b>                |
| MPC Introduction: May 5, 2021                | Exhibit “A” MPC Memo              |
| MPC Review & Recommendation: Jun 2, 2021     | Exhibit “B” Use Matrix, Table 5-1 |
| Introduction to City Council: Jun 22, 2021   | Exhibit “C” Article 23            |
| Final Passage by City Council: July 13, 2021 | Exhibit “D” Staff Report          |

**SPECIAL PROCEDURAL REQUIREMENTS**  
**MPC Recommendation.** Pursuant to La. R.S. 33:140.30, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on January 6, 2021. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.30 and Shreveport UDC 16.1 (D)(3)(b).

**Notice and Public Hearing at MPC.** In accordance with the intent of La. R.S. 33:140.30 for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on January 6, 2021, before voting on the proposed amendments. At least ten (10) days’ notice of the time and place of the Public Hearing was published on December 18, 2020 in *The Inquisitor* (a newspaper of general circulation in the parish).

|                        |                              |
|------------------------|------------------------------|
| <b>FINANCES</b><br>\$0 | <b>SOURCE OF FUNDS</b><br>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 2021

**AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, RELATED TO THE REVIEW AND APPROVAL PROCESSES MADE BY THE CITY ENGINEER, IN AN ATTEMPT TO BETTER EXPEDITE THE PERMITTING PROCESS 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 May 5, 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 June 2, 2021, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with La. R.S. 33:140.30; and

**WHEREAS**, in accordance with the intent of La. R.S. 33:140.30 for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on June 2, 2021, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

**WHEREAS**, at least 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 Inquisitor* (a newspaper of general circulation in the parish) and said Notice was published on May 14, 2021; and

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

1. Amend a portion of “Retail Center Siding” in Table 4-4 in ARTICLE 4. ZONING DISTRICT REGULATIONS in the Shreveport UDC to now read as follows:

| TABLE 4-4: COMMERCIAL DESIGN STANDARDS  |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|
| Retail Center Siting  | C-1   | C-2   | C-3   | C-4   | C-UC  | C-UV  |
| The site shall be designed so that there is safe pedestrian access to the center from the public right-of-way and safe pedestrian circulation within the development. If there is no existing sidewalk network on any adjacent properties within the public right-of-way, or if there is not an approved corridor/thoroughfare plan showing a proposed sidewalk network, an exception may be granted to this requirement. |       | •     | •     | •     | •     | •     |
| * * *   | * * * | * * * | * * * | * * * | * * * | * * * |

2. Amend “Automated Teller Machine—Standalone” in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.C.2 in Shreveport UDC to now read as follows:

**C. Automated Teller Machine—Standalone**

\* \* \*

2. A walk-up standalone Automated Teller Machine (ATM) may not encroach into the public right-of-way unless a right-of-way encroachment permit is obtained.

\* \* \*

3. Amend “Food Truck and Trailer Vendor” in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.S in Shreveport UDC to now read as follows:

**3. Operational Standards and Limitations**

\* \* \*

- h. Connection to City water services shall not be permitted unless approved by the Chief Building Official or Director of Water and Sewerage. Any unauthorized connection to the water system in conjunction with the operation of a food truck and trailer vendor in any way is strictly prohibited and is unlawful. Any such violation will be investigated and may be the cause for revoked licenses or denied license renewal.

\* \* \*

**5. Violations, Suspension/Revocation, and Enforcement**

\* \* \*

- e. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property in violation of unauthorized connection to the sewer system and/or unauthorized dumping of grease into the sanitary sewer system.

4. Amend “Food Truck Park” in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.T in Shreveport UDC to now read as follows:

**3. Required Site Plan**

\* \* \*

- b. Access to a food truck park shall be through a single, all weather surface driveway directly connected to a public street, with a maximum driveway width of 35 feet. Where on-site parking is proposed near a driveway, a minimum throat distance of 50 feet shall be provided unless otherwise reduced by the City Traffic Engineer.

\* \* \*

5. Amend “Outdoor Dining” in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.Z in Shreveport UDC to now read as follows:

**Z. Outdoor Dining**

\* \* \*

3. Outdoor dining areas must be located on private property unless otherwise by a right-of-way encroachment permit to be located in the right-of-way. The seating areas located in the right-of-way may be required to be delineated through paint or structures to prevent unauthorized encroachments.

\* \* \*

6. Amend “Surfacing” in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5 DESIGN OF VEHICLE PARKING SPACES, Subsection 8.5.H.in the Shreveport UDC to now read as follows:

**H. Surfacing**

1. All surface parking lots must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel or loose rock is prohibited.
2. Driveways must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface, with the following exceptions:
  - a. Single-family - detached and attached, and two-family dwellings are permitted to construct driveways constructed of pervious paving upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location.
  - b. In the RA District, single-family - detached and manufactured homes are permitted a gravel driveway, however a paved driveway apron a minimum of ten feet in depth, as measured from the right-of-way line, is required. The driveway apron must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface.
  - c. All single-family - detached and attached, and two-family dwellings are also permitted to construct driveways that consist of two concrete wheel strips, each of which is at least 18 inches wide and at least 20 feet long. Groundcover must be planted between the strips; gravel between the strips is not permitted.
3. Any other areas used for off-street parking must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, subject to permission by the upon submission of detailed information regarding paving proposed, including a report from a professional engineer licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel or loose rock is prohibited.

\* \* \*

7. Amend “Curb Cuts” in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.8 DRIVEWAY DESIGN, Subsection 8.8.B.in the Shreveport UDC to now read as follows:

**B. Curb Cuts**

1. All curb cuts require approval of the City Traffic Engineer.
2. Single-family, two-family, and semi-detached dwellings are limited to one curb cut. However, lots of 60 feet or more in width may have two curb cuts to create a circular drive.
3. Townhouse and multi-family dwellings are limited to one curb cut per frontage up to 100 feet of frontage, and two curb cuts where there is 100 feet or more of frontage.

8. Amend “Cross-Access Servitudes” in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.8 DRIVEWAY DESIGN, Subsection 8.8.C.in the Shreveport UDC to now read as follows:

**C. Cross-Access Servitudes**

1. Adjacent non-residential uses, including mixed-use development, with dedicated parking areas are encouraged to provide a cross-access drive to allow circulation between sites. Adjacent properties under the same ownership may be required to have shared access if traffic warrants it. Property owners are encouraged to pursue cross-access with adjacent property owners at the time of development. If cross-access is provided, the property owner must provide proof that adjacent property owners have been contacted in writing regarding the provision of cross-access.
2. Joint use driveways and cross-access servitudes must incorporate the following:
  - a. Bump-outs and other site design features to make it visually obvious that the abutting properties are tied together.
  - b. A unified access and circulation plan for shared parking areas.
3. Pursuant to this Section, property owners who establish cross-access servitudes must:
  - a. Record a servitude allowing cross-access to and from properties served by the joint use driveways and cross-access servitude.
  - b. Any pre-existing driveways must be closed and eliminated after construction of the joint-use driveway, unless approval to remain open is granted after review and approval of the City Traffic Engineer and/or the Louisiana Department of Transportation.
  - c. Record a joint maintenance agreement defining the maintenance responsibilities of each property owner.

9. Amend “Stormwater Management Plan” in ARTICLE 11. STORMWATER MANAGEMENT, SECTION 11.1 STORMWATER MANAGEMENT PLAN in the Shreveport UDC to now read as follows:

**11.1 STORMWATER MANAGEMENT PLAN**

A stormwater management plan must be submitted for new development when required by the Shreveport Code of Ordinances. In the case of sites over one acre, where the Louisiana Department of Environmental Quality requires submittal of a stormwater management plan, a copy of such plan may be substituted in place of the plan required by this section.

10. Amend “Right-of-Way Construction” in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.2 GENERAL RIGHT-OF-WAY STANDARDS, Subsection 12.2.A in the Shreveport UDC to now read as follows:

**A. Right-of-Way Construction**

1. All right-of-way construction and repair must be in accordance with standards and specifications set forth by the Department of Engineering and Environmental Services and/or the Department of Public Works.

\* \* \*

11. Amend “Drainage” in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.2 GENERAL RIGHT-OF-WAY STANDARDS, Subsection 12.2.E in the Shreveport UDC to now read as follows:

**E. Drainage**

Proper drainage is the responsibility of the subdivider. Subsurface drainage is required. Green infrastructure designs are encouraged.

12. Amend “Right-of-Way Dimensional Requirements” in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.5 RIGHT-OF-WAY DIMENSIONS, Subsection 12.5.B in the Shreveport UDC to now read as follows:

**B. Right-of-Way Dimensional Requirements**

Minimum dimensions are provided for each right-of-way type. The illustrative examples are also provided to illustrate a potential configuration of a right-of-way type. Variations to these configurations may be approved by the City Engineer and the Director of Water and Sewerage. All dimensions indicated are minimums, unless otherwise noted.

13. Amend “SERVITUDES” in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.4 SERVITUDES in the Shreveport UDC to now read as follows:

**13.4 SERVITUDES**

- A. Servitudes must be provided for utility services and drainage including, but not limited to, sanitary sewer, storm sewer, water, gas, telecommunication, cable television, and electric. The location of a utility servitude is determined by developer and/or the appropriate utility company. These servitudes must be marked on the plat.

\* \* \*

14. Amend “RIGHT-OF-WAY DESIGN” in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.5 RIGHT-OF-WAY DESIGN in the Shreveport UDC to now read as follows:

**13.5 RIGHT-OF-WAY DESIGN**

\* \* \*

- A. In the case of public roads, the plat must indicate that the City of Shreveport, as applicable, will take responsibility for maintaining the public road after final acceptance. In the case of a private road, the plat must state that the City will not accept any private road in the future. Within the City of Shreveport, curb and gutter are required as part of right-of-way design.
- B. The subdivider must furnish and erect all necessary traffic control and directional signs, including street signs, as designated by the City Traffic Engineer. All signs must be of a type approved by the City Traffic Engineer.
- C. Shoulders are required along all streets not provided with curbs and gutters. Green infrastructure design is encouraged for shoulders. Curbs and shoulders must be designed to meet the American Association of State Highway and Transportation Officials (AASHTO) standards.
- D. All street construction within the City of Shreveport must meet the standards of Chapter 78, Streets, Sidewalks and Other Public Places, of the Shreveport Code of Ordinances.
- E. The following must be complied with during construction:
1. During construction of streets with curb and gutter, the subdivider is prohibited from partially installing pavement below the gutter elevation during construction operations. The subdivider is required to maintain positive drainage throughout construction and install pavement up to the finished gutter elevation on a temporary basis. A temporary cross slope of less than 2% is allowed during construction operations to match the gutter elevation. At the conclusion of construction, the subdivider must remove the appropriate thickness of the pavement surface in order to establish the final approved cross section of the roadway.
  2. The subdivider is responsible for maintaining and repairing all roads in the subdivision until the roads are accepted by the City of Shreveport.
  3. Subdivision roads will not be accepted by the City of Shreveport until all construction detailed in the plans is completed. It is the responsibility of the subdivider to consult with the of Engineering and Environmental Services before the work has begun to afford the Department of Engineering and Environmental Services an opportunity to inspect the work as construction progresses.

15. Amend “SANITARY SEWERS” in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.6 SANITARY SEWERS in the Shreveport UDC to now read as follows:

**13.6 SANITARY SEWERS**

\* \* \*

- B. The location of sanitary sewers must be approved by the Director of Water and Sewerage and the City Engineer. They should be located within the right-of-way. Sanitary sewers must not be located within seven feet of the edge of pavement.

\* \* \*

16. Amend “UTILITIES” in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.8 UTILITIES in the Shreveport UDC to now read as follows:

**13.8 UTILITIES**

- A. Utility services should be clustered within a single servitude when practical. Prior to the installation of such utilities, drawings must be submitted to the Executive Director of the MPC. Private utilities are prohibited for being placed within 5 horizontal feet from City water or sewer utilities.
- A. Utility services should be in designated servitudes when practical.

\* \* \*

17. Amend “STORMWATER” in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.9 STORMWATER in the Shreveport UDC to now read as follows:

**13.9 STORMWATER**

- A. All developments must meet the stormwater management requirements of Article 11.
- B. A drainage study is required identifying the lot number and drainage pipe size.
- C. Storm drainage improvements consisting of storm sewers and/or open channels must adequately drain the area being developed and also all of that area which naturally drains through the area being developed. The design of drainage improvements must be coordinated with present and probable future improvements so as to form part of an integrated system. Appropriate grading may be required. In the City of Shreveport, drainage infrastructure must consist of pipe systems. If a pipe system is not physically possible, an exception can be made.
- D. Drainage servitudes must have a minimum width of 20 feet and must be sodded or seeded at the developer's expense. This requirement is waived when stormwater management methods are used.
- E. Where the character or topography of the land in a subdivision is such that it is impossible or impractical to place streets so that they carry off the surface water, the appropriate servitudes along lot lines must be provided and improved, where necessary, to carry off surface water in storm sewers. This should only be for regional drainage. The City of Shreveport does not maintain lot to lot drainage.
- F. All publicly dedicated drainage servitudes must be approved by the City Engineer.

18. Amend “Action by Metropolitan Planning Commission” in ARTICLE 16. ZONING APPLICATION APPROVAL PROCESSES, SECTION 16.9 PLANNED UNIT DEVELOPMENTS AND SMALL PLANNED UNIT DEVELOPMENTS, Subsection 16.9.C.4 in the Shreveport UDC to now read as follows:

**4. Preliminary Site Plan**

\* \* \*

**a. Action by Metropolitan Planning Commission**

- i. After receipt of a complete application, including a summary, staff comments, and a recommendation from the Executive Director of the MPC, the Director of Water and Sewerage and the City Engineer regarding the application and proposed planned unit development, the Metropolitan Planning Commission shall consider the preliminary site plan at a public hearing in accordance with Section 15.3 (Public Hearing). Notice for the public hearing must be in accordance with Section 15.2 (Notice).

\* \* \*

19. Amend “FINAL PLAT” in ARTICLE 17. SUBDIVISION APPROVALS, SECTION 17.6 REQUIRED SUBMITTALS, Subsection 17.6.B. in the Shreveport UDC to now read as follows:

\* \* \*

- 2. The final plat must be drawn on sheets furnished by the Clerk of Court for recording in the plat book records of the Parish. All signatures must be on this plat. Two positive reproducible copies must be made by photographing the signed final plat, on a tear resistant, minimum thickness 0.004-inch, stable base film with a silver emulsion equal to Dupont cronaflex or mylar film or linen, and six prints must be transmitted to the Metropolitan Planning Commission office for all subdivisions within the City of Shreveport. The original and one positive reproducible film must be furnished to the Clerk of Court. One print must be furnished to the Parish Assessor’s Office. One reproducible and six copies of complete plans and profiles for street improvements, water and sewer, must be submitted for approval.

\* \* \*

20. Amend “SUBDIVISION REGULATION EXCEPTIONS” in ARTICLE 17. SUBDIVISION APPROVALS, SECTION 17.8 SUBDIVISION REGULATION EXCEPTIONS in the Shreveport UDC to now read as follows:

**17.8 Action by Metropolitan Planning Commission**

- i. The Metropolitan Planning Commission may grant exceptions to the subdivision standards and requirements of this Code for minor and major subdivisions, including the subdivision requirements of Article 13 and the right-of-way and access standards of Article 12, where there are particular difficulties or unnecessary hardships in the way of carrying out the strict letter of said standards and requirements. Such exceptions must be reviewed by the City Traffic Engineer, Director of Water and Sewerage, and the City Engineer. Exceptions are not allowed as part of administrative subdivisions, which would be considered minor subdivisions if exceptions are requested.

\* \* \*

21. Amend “ANNEXATION STANDARDS” in ARTICLE 20. ANNEXATION STANDARDS, SECTION 20.3 ANNEXATION STANDARDS, Subsection 20.3.G in the Shreveport UDC to now read as follows:

\* \* \*

**G. Public services and utilities must be provided:**

- 1. Improvements must be constructed and accepted prior to issuance of building permits or sewer connections.
- 2. All streets must meet City street standards, including right-of-way and access standards of Article 12, unless otherwise exempted by the City Engineer.
- 3. The lots must be connected to the City's sanitary sewer system or able to be connected to the City's sewer to the satisfaction of the Director of Water and Sewerage.

\* \* \*

22. Amend “Determination of No Material Effect” in ARTICLE 21. HISTORICAL PRESERVATION, SECTION 21.4 REGULATION WITHIN AN HPOD, Subsection 21.4.E in the Shreveport UDC to now read as follows:

**E. Determination of No Material Effect**

A Determination of No Material Effect may be issued by the Chief Building Official or Executive Director of the MPC, or their designees, indicating approval for any normal repair or act of maintenance as defined by this Article. If a Determination of No Material Effect is issued, an application for a Certificate of Appropriateness is not required.

23. Amend “Determination of No Material Effect” in ARTICLE 21. HISTORICAL PRESERVATION, SECTION 21.5 CERTIFICATE OF APPROPRIATENESS, Subsection 21.C in the Shreveport UDC to now read as follows:

**C. Exceptions**

**1. Determination of No Material Effect**

Prior to filing an application for a Certificate of Appropriateness, the Shreveport Chief Building Official and/or the Executive Director of the MPC, or their designees, may issue a "Determination of No Material Effect" 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:

\* \* \*

24. Amend the following definitions, “Determination of No Material Effect” and “Regulated Permit” in ARTICLE 21. HISTORICAL PRESERVATION, SECTION 21.11 DEFINITIONS in the Shreveport UDC to now read as follows:

\* \* \*

**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 an alteration, construction, removal, demolition or excavation as defined by this Article; and
- 2. The proposed activity does not create a material change in the exterior architectural features and appearance or exterior features of a structure or site; and
- 3. The proposed activity nonetheless does require a regulated permit.

\* \* \*

**Regulated Permit.** Regulated permit means an official document or certificate issued by the Chief Building Official (e.g., building permit), or other official of the City pursuant to the provisions of the Shreveport City Code or Shreveport Unified Development Code or other regulation, and which authorizes the performance of a specified activity. For purposes of this Article the term regulated permit does not include a Certificate of Appropriateness or Certificate of Demolition.

\* \* \*

25. Amend “Application Meetings” in ARTICLE 22. WIRELESS TELECOMMUNICATIONS, SECTION 22.6 APPLICATION PROCESS FOR A WIRELESS TELECOMMUNICATIONS FACILITY PERMIT (WTFP), Subsection 22.6.C in the Shreveport UDC to now read as follows:

\* \* \*

**C. Application Meetings**

In connection with filing an application for a wireless telecommunications facility permit (WTFP), to help assure the submittal of an application is in compliance with this Article, the applicant is encouraged (but not required) to meet with the Executive Director and/or the Metropolitan Planning Commission staff, along with City staff, determine if the location shall require a special use permit or other approvals, and to review specific issues with regard to the location(s). If an applicant schedules such meeting, the occurrence of the meeting shall not extend the deadlines set forth in Section 22.6.B above unless the parties otherwise agree in writing. The meeting may be held in person, by phone or by other electronic or digital means.

\* \* \*

**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:**

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City Attorney's Office

**RECOMMENDED UDC AMENDMENTS. June 2, 2021**

The City of Shreveport Unified Development Code (UDC) undergoes regular review in order to ensure that the Code promotes sound, stable, and desirable development within the jurisdiction of the City, to correct errors in the text, or to accommodate changed or changing conditions in a particular area.

These proposed amendments were submitted by the City Engineer—in an attempt to better expedite the permitting process—and are intended to be more user-friendly with regard to various corrective changes. These proposed amendments are aimed to correct and clarify the code, close loopholes and make the code more user-friendly. As currently written, several provisions identify certain approvals need to be made by the City Engineer, when, in fact, some of those approvals needs to be made by other departments.

The City Engineer, along with review and recommendations by MPC Staff, is requesting the Shreveport UDC be amended as follows: ~~strikeout~~ indicates deleted text, underline indicates added text].

- Amend a portion of “Retail Center Siding” in Table 4-4 in ARTICLE 4. ZONING DISTRICT REGULATIONS in the Shreveport UDC to now read as follows:**

| TABLE 4-4: COMMERCIAL DESIGN STANDARDS  |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|
|   | C-1   | C-2   | C-3   | C-4   | C-UC  | C-UV  |
| <b>Retail Center Siting</b>   |       |       |       |       |       |       |
| The site shall be designed so that there is safe pedestrian access to the center from the public right-of-way and safe pedestrian circulation within the development. If there is no existing sidewalk network on any adjacent properties within the public right-of-way, or if there is not an approved corridor/thoroughfare plan showing a proposed sidewalk network, <del>as verified by the City Engineer</del> , an exception may be granted to this requirement. |       | *     | *     | *     | *     | *     |
| * * *   | * * * | * * * | * * * | * * * | * * * | * * * |

- Amend “Automated Teller Machine—Standalone” in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.C.2 in Shreveport UDC to now read as follows:**

**C. Automated Teller Machine—Standalone**

\* \* \*

- A walk-up standalone Automated Teller Machine (ATM) may not encroach into the public right-of-way unless ~~permission~~ a right-of-way encroachment permit is obtained ~~from the City Engineer~~.

\* \* \*

- Amend “Food Truck and Trailer Vendor” in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.S in Shreveport UDC to now read as follows:**

**3. Operational Standards and Limitations**

\* \* \*

- Connection to City water services shall not be permitted unless approved by the ~~City Engineer~~ Chief Building Official or Director of Water and Sewerage. Any unauthorized connection to the water system in conjunction with the operation of a food truck and trailer vendor in any way is strictly prohibited and is unlawful. Any such violation will be investigated and may be the cause for revoked licenses or denied license renewal.

\* \* \*

**5. Violations, Suspension/Revocation, and Enforcement**

\* \* \*

- The ~~City Engineer~~ Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property in violation of unauthorized connection to the sewer system and/or unauthorized dumping of grease into the sanitary sewer system.

**Office of the MPC**

505 Travis Street | Suite 440 | Shreveport, LA 71101 phone 318-673-6440 | fax 318-673-6112

**4. Amend "Food Truck Park" in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.T in Shreveport UDC to now read as follows:**

**3. Required Site Plan**

\* \* \*

- b. Access to a food truck park shall be through a single, all weather surface driveway directly connected to a public street, with a maximum driveway width of 35 feet. Where on-site parking is proposed near a driveway, a minimum throat distance of 50 feet shall be provided unless otherwise reduced by the ~~City Engineer~~ [City Traffic Engineer](#).

\* \* \*

**5. Amend "Outdoor Dining" in ARTICLE 6. USE STANDARDS, SECTION 6.1. PRINCIPAL USE STANDARDS, Subsection 6.1.Z in Shreveport UDC to now read as follows:**

**Z. Outdoor Dining**

\* \* \*

3. Outdoor dining areas must be located on private property unless otherwise ~~approved by the City Engineer~~ [authorized by a right-of-way encroachment permit](#) to be located in the right-of-way. The ~~City Engineer may require~~ seating areas located in the right-of-way [may be required](#) to be delineated through paint or structures to prevent unauthorized encroachments.

\* \* \*

**6. Amend "Surfacing" in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5 DESIGN OF VEHICLE PARKING SPACES, Subsection 8.5.H.in the Shreveport UDC to now read as follows:**

**H. Surfacing**

1. All surface parking lots must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed; ~~subject to permission by the City Engineer~~ [upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location](#). Gravel or loose rock is prohibited.
2. Driveways must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface, with the following exceptions:
- a. Single-family - detached and attached, and two-family dwellings are permitted to construct driveways constructed of pervious paving; ~~subject to review and approval by the City Engineer~~ [upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location](#).
- b. In the RA District, single-family - detached and manufactured homes are permitted a gravel driveway, however a paved driveway apron a minimum of ten feet in depth, as measured from the right-of-way line, is required. The driveway apron must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface.
- c. All single-family - detached and attached, and two-family dwellings are also permitted to construct driveways that consist of two concrete wheel strips, each of which is at least 18 inches wide and at least 20 feet long. Groundcover must be planted between the strips; gravel between the strips is not permitted.
3. Any other areas used for off-street parking must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, subject to permission by the ~~City Engineer~~ [upon submission of detailed information regarding paving proposed, including a report from a professional engineer licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location](#). Gravel or loose rock is prohibited.

\* \* \*

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**7. Amend “Curb Cuts” in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.8 DRIVEWAY DESIGN, Subsection 8.8.B.in the Shreveport UDC to now read as follows:**

**B. Curb Cuts**

1. All curb cuts require approval of the City [Traffic](#) Engineer.
2. Single-family, two-family, and semi-detached dwellings are limited to one curb cut. However, lots of 60 feet or more in width may have two curb cuts to create a circular drive.
3. Townhouse and multi-family dwellings are limited to one curb cut per frontage up to 100 feet of frontage, and two curb cuts where there is 100 feet or more of frontage.

**8. Amend “Cross-Access Servitudes” in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.8 DRIVEWAY DESIGN, Subsection 8.8.C.in the Shreveport UDC to now read as follows:**

**C. Cross-Access Servitudes**

1. Adjacent non-residential uses, including mixed-use development, with dedicated parking areas are encouraged to provide a cross-access drive to allow circulation between sites. Adjacent properties under the same ownership may be required to have shared access if traffic warrants it. Property owners are encouraged to pursue cross-access with adjacent property owners at the time of development. If cross-access is provided, the ~~City Engineer may require that~~ the property owner [must](#) provide proof that adjacent property owners have been contacted in writing regarding the provision of cross-access.
2. Joint use driveways and cross-access servitudes must incorporate the following:
  - a. Bump-outs and other site design features to make it visually obvious that the abutting properties are tied together.
  - b. A unified access and circulation plan for shared parking areas.
3. Pursuant to this Section, property owners who establish cross-access servitudes must:
  - a. Record a servitude allowing cross-access to and from properties served by the joint use driveways and cross-access servitude.
  - b. Any pre-existing driveways must be closed and eliminated after construction of the joint-use driveway, unless approval to remain open is granted after review and approval of the City [Traffic](#) Engineer and/or the Louisiana Department of Transportation.
  - c. Record a joint maintenance agreement defining the maintenance responsibilities of each property owner.

**9. Amend “Stormwater Management Plan” in ARTICLE 11. STORMWATER MANAGEMENT, SECTION 11.1 STORMWATER MANAGEMENT PLAN in the Shreveport UDC to now read as follows:**

**11.1 STORMWATER MANAGEMENT PLAN**

A stormwater management plan must be submitted for new development when required by the ~~City Engineer~~ [Shreveport Code of Ordinances](#). In the case of sites over one acre, where the Louisiana Department of Environmental Quality requires submittal of a stormwater management plan, a copy of such plan may be substituted in place of the plan required by this section.

**10. Amend “Right-of-Way Construction” in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.2 GENERAL RIGHT-OF-WAY STANDARDS, Subsection 12.2.A in the Shreveport UDC to now read as follows:**

**A. Right-of-Way Construction**

1. All right-of-way construction and repair must be in accordance with standards and specifications set forth by the ~~City Engineer~~ [Department of Engineering and Environmental Services and/or the Department of Public Works](#).

11. Amend "Drainage" in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.2 GENERAL RIGHT-OF-WAY STANDARDS, Subsection 12.2.E in the Shreveport UDC to now read as follows:

**E. Drainage**

Proper drainage is the responsibility of the subdivider. ~~The type of drainage system (e.g., subsurface, open ditch, inverted crown, etc.) and its design must be approved by the City Engineer.~~ Subsurface drainage is required. Green infrastructure designs are encouraged.

12. Amend "Right-of-Way Dimensional Requirements" in ARTICLE 12. RIGHT-OF-WAY AND ACCESS STANDARDS, SECTION 12.5 RIGHT-OF-WAY DIMENSIONS, Subsection 12.5.B in the Shreveport UDC to now read as follows:

**B. Right-of-Way Dimensional Requirements**

Minimum dimensions are provided for each right-of-way type. The illustrative examples are also provided to illustrate a potential configuration of a right-of-way type. Variations to these configurations may be approved by the City Engineer and the Director of Water and Sewerage. All dimensions indicated are minimums, unless otherwise noted.

13. Amend "SERVITUDES" in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.4 SERVITUDES in the Shreveport UDC to now read as follows:

**13.4 SERVITUDES**

- A. Servitudes must be provided for utility services and drainage including, but not limited to, sanitary sewer, storm sewer, water, gas, telecommunication, cable television, and electric. The location of a utility easement servitude is determined by developer and/or the appropriate utility company, ~~and to be reviewed and approved by the City Engineer.~~ These servitudes must be marked on the plat.

\* \* \*

14. Amend "RIGHT-OF-WAY DESIGN" in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.5 RIGHT-OF-WAY DESIGN in the Shreveport UDC to now read as follows:

**13.5 RIGHT-OF-WAY DESIGN**

\* \* \*

- A. In the case of public roads, the plat must indicate that the ~~City Engineer~~ City of Shreveport, as applicable, will take responsibility for maintaining the ~~rights-of-way~~ public road after final acceptance. In the case of a private road, the plat must state that the City will not accept any private road in the future. Within the City of Shreveport, curb and gutter are required as part of right-of-way design.
- B. The subdivider must furnish and erect all necessary traffic control and directional signs, including street signs, as designated by the City Traffic Engineer. All signs must be of a type approved by the City Traffic Engineer.
- C. Shoulders are required along all streets not provided with curbs and gutters. Green infrastructure design is encouraged for shoulders. Curbs and shoulders must be designed to meet the American Association of State Highway and Transportation Officials (AASHTO) standards.
- D. All street construction within the City of Shreveport must meet the standards of Chapter 78, Streets, Sidewalks and Other Public Places, of the Shreveport Code of Ordinances.
- E. The following must be complied with during construction:
1. During construction of streets with curb and gutter, the subdivider is prohibited from partially installing pavement below the gutter elevation during construction operations. The subdivider is required to maintain positive drainage throughout construction and install pavement up to the finished gutter elevation on a temporary basis. A temporary cross slope of less than 2% is allowed during construction operations to match the gutter elevation. At the conclusion of construction, the subdivider must remove the appropriate thickness of the pavement surface in order to establish the final approved cross section of the roadway.

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2. The subdivider is responsible for maintaining and repairing all roads in the subdivision until the roads are accepted by the ~~City Engineer~~ [City of Shreveport](#).
3. Subdivision roads will not be accepted by the ~~City Engineer~~ [City of Shreveport](#) until all construction detailed in the plans is completed. It is the responsibility of the subdivider to consult with the ~~City Engineer~~ [Department of Engineering and Environmental Services](#) before the work has begun to afford the ~~City Engineer~~ [Department of Engineering and Environmental Services](#) an opportunity to inspect the work as construction progresses.
4. ~~The asphalt surface course may only be applied after the subdivider has received written approval from the City Engineer.~~

15. Amend "SANITARY SEWERS" in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.6 SANITARY SEWERS in the Shreveport UDC to now read as follows:

**13.6 SANITARY SEWERS**

\* \* \*

- B. The location of sanitary sewers must be approved by the [Director of Water and Sewerage and the City Engineer](#). ~~Whenever possible, t~~They should be located within the right-of-way. Sanitary sewers must not be located within seven feet of the edge of pavement.

\* \* \*

16. Amend "UTILITIES" in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.8 UTILITIES in the Shreveport UDC to now read as follows:

**13.8 UTILITIES**

- A. Utility services should be clustered within a single servitude when practical. Prior to the installation of such utilities, drawings must be submitted to the ~~City Engineer~~ [Executive Director of the MPC](#). [Private utilities are prohibited for being placed within 5 horizontal feet from City water or sewer utilities.](#)
- A. Utility services should be [in designated](#) ~~clustered within a single~~ servitudes when practical. ~~Prior to the installation of such utilities, drawings must be submitted to the City Engineer.~~

\* \* \*

17. Amend "STORMWATER" in ARTICLE 13. SUBDIVISION REQUIREMENTS, SECTION 13.9 STORMWATER in the Shreveport UDC to now read as follows:

**13.9 STORMWATER**

- A. All developments must meet the stormwater management requirements of Article 11.
- B. A drainage study is required ~~and must be approved by the City Engineer~~ identifying the lot number and drainage pipe size
- C. Storm drainage improvements consisting of storm sewers and/or open channels must adequately drain the area being developed and also all of that area which naturally drains through the area being developed. The design of drainage improvements must be coordinated with present and probable future improvements so as to form part of an integrated system. Appropriate grading may be required. In the City of Shreveport, drainage infrastructure must consist of pipe systems. If a pipe system is not physically possible, an exception can be made ~~by the City Engineer~~.
- D. Drainage servitudes must have a minimum width of 20 feet and must be sodded or seeded at the developer's expense. This requirement is waived when stormwater management methods are used.
- E. Where the character or topography of the land in a subdivision is such that it is impossible or impractical to place streets so that they carry off the surface water, the appropriate servitudes along lot lines must be provided and improved, where necessary, to carry off surface water in storm sewers. This should only be for regional drainage. The City of Shreveport does not maintain lot to lot drainage.
- F. All publicly dedicated drainage servitudes must be approved by the City Engineer.

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**18. Amend "Action by Metropolitan Planning Commission" in ARTICLE 16. ZONING APPLICATION APPROVAL PROCESSES, SECTION 16.9 PLANNED UNIT DEVELOPMENTS AND SMALL PLANNED UNIT DEVELOPMENTS, Subsection 16.9.C.4 in the Shreveport UDC to now read as follows:**

**4. Preliminary Site Plan**

\* \* \*

**a. Action by Metropolitan Planning Commission**

- i. After receipt of a complete application, including a summary, staff comments, and a recommendation from ~~both~~ the Executive Director of the MPC, the Director of Water and Sewerage and the City Engineer regarding the application and proposed planned unit development, the Metropolitan Planning Commission shall consider the preliminary site plan at a public hearing in accordance with Section 15.3 (Public Hearing). Notice for the public hearing must be in accordance with Section 15.2 (Notice).

\* \* \*

**19. Amend "FINAL PLAT" in ARTICLE 17. SUBDIVISION APPROVALS, SECTION 17.6 REQUIRED SUBMITTALS, Subsection 17.6.B. in the Shreveport UDC to now read as follows:**

\* \* \*

- 2. The final plat must be drawn on sheets furnished by the Clerk of Court for recording in the plat book records of the Parish. All signatures must be on this plat. Two positive reproducible copies must be made by photographing the signed final plat, on a tear resistant, minimum thickness 0.004-inch, stable base film with a silver emulsion equal to Dupont cronaflex or mylar film or linen, and six prints must be transmitted to the Metropolitan Planning Commission office for all subdivisions within the City of Shreveport. The original and one positive reproducible film must be furnished to the Clerk of Court. One print must be furnished to the Parish Assessor's Office. One reproducible and six copies of complete plans and profiles for street improvements, water and sewer, must be submitted for approval ~~by the City Engineer.~~

\* \* \*

**20. Amend "SUBDIVISION REGULATION EXCEPTIONS" in ARTICLE 17. SUBDIVISION APPROVALS, SECTION 17.8 SUBDIVISION REGULATION EXCEPTIONS in the Shreveport UDC to now read as follows:**

**17.8 Action by Metropolitan Planning Commission**

- i. The Metropolitan Planning Commission may grant exceptions to the subdivision standards and requirements of this Code for minor and major subdivisions, including the subdivision requirements of Article 13 and the right-of-way and access standards of Article 12, where there are particular difficulties or unnecessary hardships in the way of carrying out the strict letter of said standards and requirements. Such exceptions must be reviewed by the City Traffic Engineer, Director of Water and Sewerage, and the City Engineer. Exceptions are not allowed as part of administrative subdivisions, which would be considered minor subdivisions if exceptions are requested.

\* \* \*

**21. Amend "ANNEXATION STANDARDS" in ARTICLE 20. ANNEXATION STANDARDS, SECTION 20.3 ANNEXATION STANDARDS, Subsection 20.3.G in the Shreveport UDC to now read as follows:**

\* \* \*

**G. Public services and utilities must be provided ~~to the satisfaction of the City Engineer:~~**

- 1. Improvements must be constructed and accepted prior to issuance of building permits or sewer connections.
- 2. All streets must meet City street standards, including right-of-way and access standards of Article 12, unless otherwise exempted by the City Engineer.
- 3. The lots must be connected to the City's sanitary sewer system or able to be connected to the City's sewer to the satisfaction of the ~~City Engineer~~ Director of Water and Sewerage.

\* \* \*

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**22. Amend “Determination of No Material Effect” in ARTICLE 21. HISTORICAL PRESERVATION, SECTION 21.4 REGULATION WITHIN AN HPOD, Subsection 21.4.E in the Shreveport UDC to now read as follows:**

**E. Determination of No Material Effect**

A Determination of No Material Effect may be issued by the Chief Building Official or ~~City Engineer~~ Executive Director of the MPC, or their designees, indicating approval for any normal repair or act of maintenance as defined by this Article. If a Determination of No Material Effect is issued, an application for a Certificate of Appropriateness is not required.

**23. Amend “Determination of No Material Effect” in ARTICLE 21. HISTORICAL PRESERVATION, SECTION 21.5 CERTIFICATE OF APPROPRIATENESS, Subsection 21.C in the Shreveport UDC to now read as follows:**

**C. Exceptions**

**1. Determination of No Material Effect**

Prior to filing an application for a Certificate of Appropriateness, the Shreveport Chief Building Official and/or the ~~City Engineer~~ Executive Director of the MPC, or their designees, may issue a "Determination of No Material Effect" 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:

\* \* \*

**24. Amend the following definitions, “Determination of No Material Effect” and “Regulated Permit” in ARTICLE 21. HISTORICAL PRESERVATION, SECTION 21.11 DEFINITIONS in the Shreveport UDC to now read as follows:**

\* \* \*

**Determination of No Material Effect.** Determination of no material effect means a document issued by the Shreveport Chief Building Official or the ~~City Engineer~~ 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 an alteration, construction, removal, demolition or excavation as defined by this Article; and
2. The proposed activity does not create a material change in the exterior architectural features and appearance or exterior features of a structure or site; and
3. The proposed activity nonetheless does require a regulated permit.

\* \* \*

**Regulated Permit.** Regulated permit means an official document or certificate issued by the Chief Building Official (e.g., building permit), ~~City Engineer (e.g., right-of-way permit)~~ or other official of the City pursuant to the provisions of the Shreveport City Code or Shreveport Unified Development Code or other regulation, and which authorizes the performance of a specified activity. For purposes of this Article the term regulated permit does not include a Certificate of Appropriateness or Certificate of Demolition.

\* \* \*

**25. Amend “Application Meetings” in ARTICLE 22. WIRELESS TELECOMMUNICATIONS, SECTION 22.6 APPLICATION PROCESS FOR A WIRELESS TELECOMMUNICATIONS FACILITY PERMIT (WTFP), Subsection 22.6.C in the Shreveport UDC to now read as follows:**

\* \* \*

**C. Application Meetings**

In connection with filing an application for a wireless telecommunications facility permit (WTFP), to help assure the submittal of an application is in compliance with this Article, the applicant is encouraged (but not required) to meet with the Executive Director and/or the Metropolitan Planning Commission staff, along with City staff, ~~including but not limited to the City Engineer (or his/her designee)~~ to determine if the location shall require a special use permit or other approvals, and to review specific issues with regard to the location(s). If an applicant schedules such meeting, the occurrence of the meeting shall not extend the deadlines set forth in Section 22.6.B above unless the parties otherwise agree in writing. The meeting may be held in person, by phone or by other electronic or digital means.

\* \* \*

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHWEST CORNER OF WEST 80<sup>TH</sup> STREET AND ST. VINCENT AVENUE , SHREVEPORT, CADDO PARISH, LA., **FROM C-2, CORRIDOR COMMERCIAL DISTRICT TO C-3, GENERAL COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the southwest corner of West 80<sup>th</sup> Street and St. Vincent Avenue, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-2, Corridor Commercial District to C-3, General Commercial District.**

LOTS 503 & 504, 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.

21-39-C  
Royalty Pre-Owned Cars

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHWEST CORNER OF WEST 80<sup>TH</sup> STREET AND ST. VINCENT AVENUE , SHREVEPORT, CADDO PARISH, LA., **FROM C-2, CORRIDOR COMMERCIAL DISTRICT TO C-3, GENERAL COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

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

21-39-C  
Royalty Pre-Owned Cars

## STAFF REPORT – CITY OF SHREVEPORT

JUNE 2, 2021

**AGENDA ITEM NUMBER: 9**

**MPC Staff Member: Ben Mohler**

**City Council District: F/James Green**

**Parish Commission District: 6/Cawthorne**

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**CASE NUMBER** 21-39-C: **ZONING REQUEST**  
**APPLICANT:** SHANNON CROPPRUE  
**OWNER:** Shannon Cropprue  
**LOCATION:** 8004 St. Vincent Ave (SW corner of W 80th St. and St. Vincent Ave.)  
**EXISTING ZONING:** C-2  
**REQUEST:** C-2 to C-3  
**PROPOSED USE:** Vehicle Dealership w/ Outdoor Display

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**DESCRIPTION:** The applicant is requesting approval to have approximately 0.35 acres rezoned from C-2 (Corridor Commercial) to C-3 (General Commercial) for the purpose of utilizing the property as a Vehicle Dealership with Outdoor Display. The property directly adjacent to the west of the subject property is zoned C-2, while further on to the west is property zoned R-3 (Multi-Family Residential) before turning into R-1-7 (Single-Family Residential) throughout the west, south, and directly across W. 80<sup>th</sup> St. to the north. To the east across St. Vincent Avenue is property zoned C-2, while to the south east is property zoned I-2 (Heavy Industrial).

While there are no relevant cases within the subject property, there are a number of relevant cases within the surrounding area; C-47-79 and C-132-82 granted approval from a B-2 (Corridor Commercial) to an R-1 (Single-Family Residential) for a mobile home within the district, C-75-80 granted rezoning approval from existing R-1 to B-1 (Neighborhood Commercial) for a future commercial development, and C-20-13 granted extended use approval from R-1D (Single-Family Residential - Detached) to R-1D-E (Single-Family Residential - Extended) for a new rehabilitation center.

Nearby neighborhoods include: Cedar Grove, Hollywood, Hyde Park, Suburban Area, Town South/Spring Lake, West Cedar Grove

---

**REMARKS:** A rezoning of the property from C-2 to C-3 is requested for the purpose of allowing a vehicle dealership with outdoor display to be permitted by right within the district. The area in question surrounding the site is primarily single-family residential, with a small amount of light commercial uses immediately surrounding the subject property. A large section of industrial development exists as well, although the industrial properties directly bordering St. Vincent Avenue have not yet been developed.

While the area does not have a large amount of existing commercial development, the commercial zoning that currently exists within the area is more centered for low residential uses than what C-3 zoning allows for. In the jump from C-2 to C-3 the uses suddenly allowed within the district would be

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## STAFF REPORT – CITY OF SHREVEPORT

things like a Broadcast Facility, Contractor Office, Gas Station, or Residential Care Facility; all of which would detract from the area. Rezoning would be considered "spot zoning" due to the lack of any C-3 in the immediate area and is generally discouraged so as to not deviate from the guidelines set forth by the 2030 Master Plan. The heavier zoning could introduce uses into the area not compatible to the general character that is currently exhibited by the properties surrounding the site.

The Future Land Use Map of the 2030 Great Expectations Master Plan shows the subject property as well as the surrounding area as keeping with a low residential development strategy in mind. The area surrounding the subject property has maintained this low residential focus, with the primary zoning being single-family residential. While the subject property is currently unused, the increase in intensity that an upzoning from C-2 to C-3 could potentially introduce into the area strays from the guidelines set by the Master Plan.

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### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that: denial of the rezoning request from C-2 (Corridor Commercial) to C-3 (General Commercial) is warranted due to the negative intensity in use the rezoning would bring to the area.

Alternatively, based on the information provided at the public hearing the MPC Board may:

1. Recommend approval of the zoning request.
2. Recommend approval for a zoning district other than what was requested by the applicant.

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**PUBLIC ASSESSMENT:** One spoke in support; six spoke in opposition.

---

### MPC BOARD

**RECOMMENDATION:** The Board voted 7-0 to recommend this application for denial.

---

21-39-C

R-1-7

ST VINCENT

78TH

79TH

80TH

DILLMAN

DOWDELL

81ST

R-3

C-2 to  
C-3

C-2

I-2

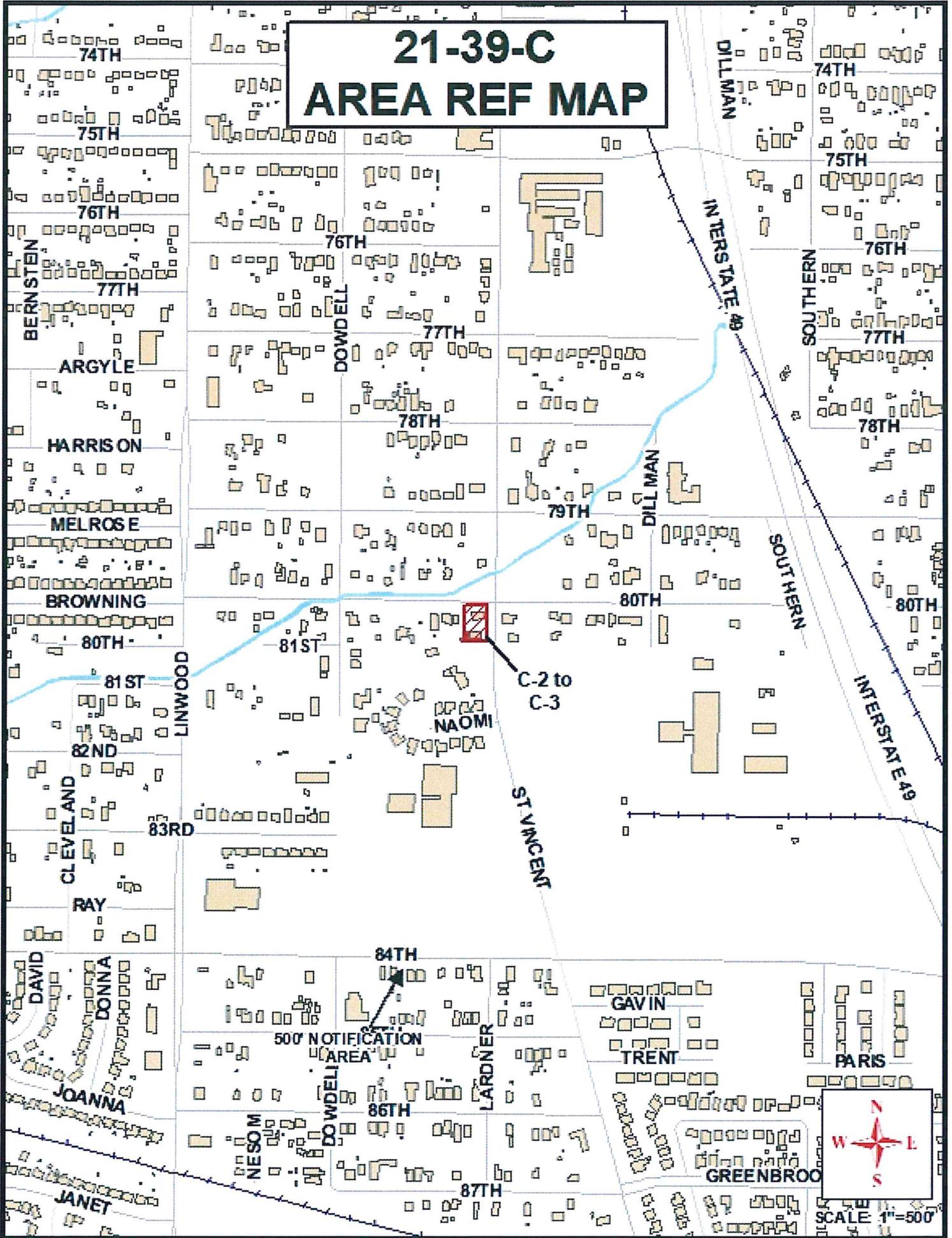
500' NOTIFICATION  
AREA

83RD



SCALE 1"=200'

# 21-39-C AREA REF MAP

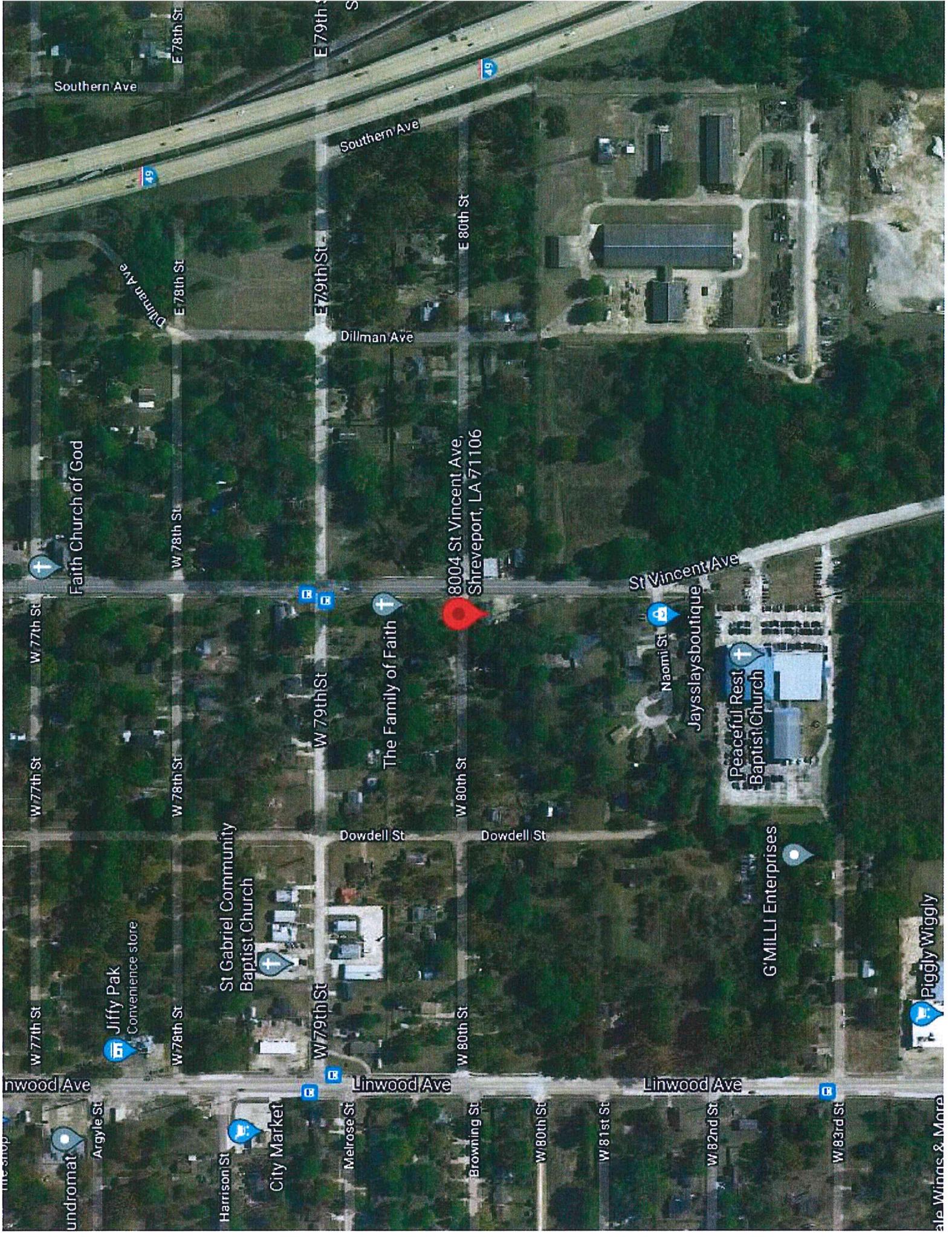


C-2 to  
C-3

500' NOTIFICATION  
AREA



SCALE 1"=500'



Southern Ave

E 78th St

E 79th St

49

Southern Ave

Dillman Ave

E 78th St

E 79th St

Dillman Ave

E 80th St

Faith Church of God

W 78th St

8004 St. Vincent Ave,  
Shreveport, LA 71106

W 77th St

The Family of Faith

St Vincent Ave

Jaysslaysboutique

Naomi St

Peaceful Rest  
Baptist Church

W 77th St

W 78th St

W 79th St

W 80th St

Dowdell St

Dowdell St

St Gabriel Community  
Baptist Church

G'MILLI Enterprises

Jiffy Pak  
Convenience store

W 77th St

W 78th St

W 79th St

W 80th St

Linwood Ave

Linwood Ave

Linwood Ave

Argyle St

Harrison St

City Market

Melrose St

Browning St

W 80th St

W 81st St

W 82nd St

W 83rd St

Piggly Wiggly

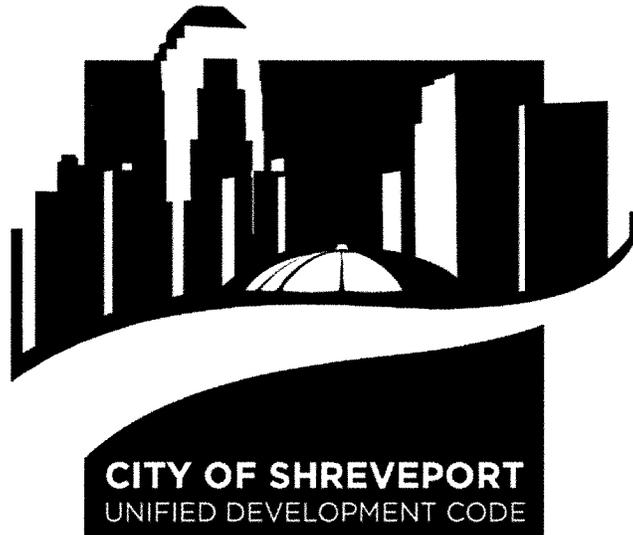
Winn-Dixie

# Metropolitan**Planning**Commission

*City of Shreveport | Caddo Parish*

# Unified Development Code Development Application

UDC Development Application and Review Packet  
(Revised August 12, 2020)



## **Land Development Department**

505 Travis Street, Suite 440  
Shreveport, LA 71101 | phone 318-673-6480

[www.shreveportcaddompc.com](http://www.shreveportcaddompc.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.

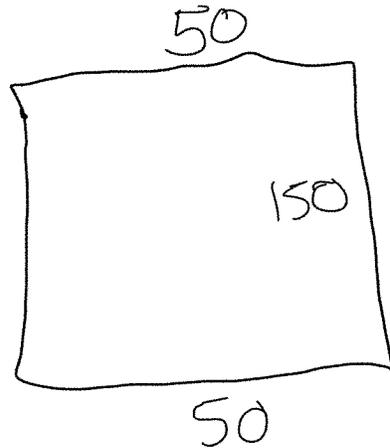
| DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY   |   |  |
|---|---|--|
| Date: _____ Planner: _____ Case No: _____ Application Fee: _____  |   |  |
| 1. PROPERTY INFORMATION   |   |  |
| Project Name: <u>Shannon Cropprue</u>   |   | Associated Case: _____   |
| Project Address/Location: <u>8004 St. Vincent Ave Shreveport, LA 71106</u>  |   |  |
| Current Zoning District: <u>C2</u>  | Proposed Zoning District (if applicable): <u>C3</u>   | Parcel Number(s): <u>171425-060-0503-00</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 checked="" 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) Zoning Map Amendment and Site Plan | <input type="checkbox"/> Site Plan Modification                      |
| <input type="checkbox"/> Re-Plat  |   | <input type="checkbox"/> Other: _____                                |
| 3. PARCEL DESCRIPTION   |   |  |
| <i>(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)</i>   |   |  |
| <u>Lots 503 &amp; 504, Cedar Grove Addn.</u>  |   |  |
| 4. GENERAL LOCATION OF PROPERTY   |   |  |
| <i>(street address and/or frontage, and distance to cross street)</i>   |   |  |
| <u>8004 St. Vincent Ave. Shreveport, LA 71106</u>   |   |  |
| 5. PROPOSED USE OF THE PROPERTY   |   |  |
| <input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial |   |  |
| Provide a brief explanation, attach additional sheets, if necessary   |   |  |

**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): <u>C2</u>   | Proposed Zoning District(s): <u>C3</u> | Proposed Building Use(s): <u>office</u>                              |   |
| If more than one district, provide the acreage of each:                       |  | Existing Building(s) sq. ft. gross: <u>600 sq. ft.</u>               |   |
| Special Purpose Overlay District (if applicable):                             |  | Proposed Building(s) sq. ft. gross: <u>NA</u>                        |   |
| Total Site Acres: <u>1</u>  |  | Total sq. ft. gross (existing & proposed): <u>600</u>                |   |
| Off-Street Parking Required: <u>NO</u>  |  | Proposed height of building(s): <u>1</u> Number of stories: <u>1</u> |   |
| Off-Street Parking Provided: <u>NO</u>  |  | Ceiling height of First Floor: <u>8 ft.</u>                          |   |
| 8. DIMENSIONAL STANDARDS  |  |  |   |
| Lot Area (square footage): <u>0.17</u>  |  | Lot Coverage (Total Area in square feet): <u>7500</u>                |   |
| 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 |



**Land Development**

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**UDC DEVELOPMENT APPLICATION**

**10. CONTACT INFORMATION**

**IMPORTANT NOTE ABOUT PROJECT CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

**APPLICANT CONTACT INFORMATION:** Check if Primary Contact

Name: Shannon Croppne Company: Royalty Pre-owned Cars

E-mail: Shan71133@yahoo.com Phone: 318-344-0736 Fax: 318-498-4006

Address: 3004 St. Vincent Ave. 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: Shannon Croppne Company: Royalty Pre-owned C.

E-mail: Shan71133@yahoo.com Phone: 318-344-0736 Fax: 318-498-4006

Address: 9506 Royaltown Dr. City: Shreveport State: LA Zip: 71118

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.

Shannon Croppne 3-9-2021 Shannon Croppne 3-9-2021

Property Owner Signature      Date      Applicant Signature      Date

**CC3825**

**NOTICE TO THE PUBLIC**

**Control # 21093**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, June 2, 2021 at 3:00 p.m. for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA. For questions, please call 318-673-6480.

**CASE NO. 21-39-C:** 8004 ST. VINCENT AVE. Application by ROYALTY PRE-OWNED CARS for approval to rezone property located on the southwest corner of W 80<sup>th</sup> Street and St. Vincent Avenue from C-2, Corridor Commercial District to C-3, General Commercial District, being more particularly described as LOTS 503 & 504, CEDAR GROVE ADDN, SECTION 25, T17N, R14W, CADDO PARISH, LOUISIANA

*draft*

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING June 2, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, June 2, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on June 1, 2021 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elbersen, Secretary  
Laura Neubert  
Rudy Morton  
Rachel Jackson  
Bill Robertson  
Vacant

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Emily Trant, Executive Assistant  
Manushka Desgagne, City Attorney's Office  
Henry Bernstein, Parish Attorney's Office  
Lenetta English, Zoning & Compliance Coordinator

**Members Absent**

Gabriel Balderas

**PUBLIC HEARING**

**CASE NO. 21-39-C ZONING REQUEST**

Applicant: Royalty Pre-Owned Cars  
Owner: Shannon Cropprue  
Location: 8004 St. Vincent Ave. (SW corner of W. 80th St. and St. Vincent Ave.)  
Existing Zoning: C-2  
Request: C-2 to C-3  
Proposed Use: Vehicle Dealership with Outdoor Display

**Representative &/or support:**

Shannon Cropprue 1846 Earl Street, Shreveport, LA 71108

Ms. Cropprue stated that they are trying to revitalize the area and bring something to the neighborhood. They are planning to have about 10 vehicles at a time. She stated that people were using the property as a dump site and they have spent a lot of money to clean it up.

Ms. Neubert asked Mr. Clarke to elaborate on the staff recommendation for denial. Mr. Clarke explained that the recommendation is based on the fact that there is a predominately residential presence and the commercial use is of a heavy nature and not compatible with neighborhood uses.

Ms. Neubert questioned if there was a neighborhood meeting; the applicant stated that about 5 people showed up and they all came into an agreement that it was an improvement. She expressed concerns about the surrounding properties and does not want this property to experience similar issues.

Ms. Neubert questioned if there were any other zoning district aside from C-3 that would allow this; Mr. Jean stated that there is not, given the adjacencies to the residential district.

**Opposition:**

Jeanette Gaston 227 Naomi Street, Shreveport, LA 71106

Gloria Easton

Marvin T. Williams 223 Naomi Street, Shreveport, LA 71106

Lucy Smith 622 Hendricks Place, Shreveport, LA 71106

Ora Hart 6911 Bethany Street, Shreveport, LA 71106

Ronald Cowthorne 7720 Babylon Circle, Shreveport, LA 71106

*draft*

The opposition expressed concerns regarding the upkeep of this property and fears about the other land uses that could come in an result in a negative impact. They questioned what benefits the rezoning would bring to Cedar Grove.

**Rebuttal:**

Ms. Cropprue reiterated that she has been spending money to clean the property up and they intend to put up a fence to keep the property clean. She stated that the neighborhood has to be open minded to bring new opportunities and growth. There is a high level of crime, but maybe something new in the community will change that and provide jobs for the area.

Mr. Robertson asked that staff list off the other uses that would be allowed in the current zoning district so that the applicant knows the other possibilities.

A motion was made by MS. NEUBERT, seconded by MR. MORTON, to recommend this application for denial.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, ELBERSON, JOSEPH, MORTON, & ROBERTSON and Meses. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. BALDERAS

**END OF PUBLIC HEARING**

**OLD BUSINESS**

**NEW BUSINESS**

**OTHER MATTERS TO BE REVIEWED BY THE COMMISSION**

**CHAIR/BOARD MEMBER'S COMMENTS**

**ADJOURN 4:40 p.m.**

---

**Winzer Andrews, Chair**

---

**Chris Elberson, Secretary**

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE NORTH SIDE OF EAST 61<sup>ST</sup> STREET, APPROXIMATELY ONE HUNDRED FORTY FEET WEST OF FAIRFIELD AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7, SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the north side of East 61<sup>st</sup> street, approximately one hundred forty feet west of Fairfield Avenue, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7, Single Family Residential District to C-1, Neighborhood Commercial District**

W. 50 FT OF LOT 16. BLK 4 DIXIE PLACE ANNEX, SECTION 24, 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.

21-53-C  
LOYD DESIGN GROUP

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE NORTH SIDE OF EAST 61<sup>ST</sup> STREET, APPROXIMATELY ONE HUNDRED FORTY FEET WEST OF FAIRFIELD AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7, SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the north side of East 61<sup>st</sup> street, approximately one hundred forty feet west of Fairfield Avenue, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7, Single Family Residential District to C-1, Neighborhood Commercial District**

W. 50 FT OF LOT 16. BLK 4 DIXIE PLACE ANNEX, SECTION 24, 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.

21-53-C  
LOYD DESIGN GROUP



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

## STAFF REPORT – CITY OF SHREVEPORT

JUNE 2, 2021

AGENDA ITEM NUMBER: 10  
MPC Staff Member: Alice Correa  
City Council District: C/John Nickelson  
Parish Commission District: 4/Young

**CASE NUMBER 21-53-C: ZONING REQUEST**

**APPLICANT:** LOYD DESIGN GROUP  
**OWNER:** Loyd Design Group  
**LOCATION:** 6028 E 61 St. (North side of E 61 St., approx. 140' west of Fairfield Ave.)  
**EXISTING ZONING:** R-1-7  
**REQUEST:** R-1-7 to C-1  
**PROPOSED USE:** Florist Workshop Garage

---

**DESCRIPTION:** The applicant is requesting approval to change the zoning of a roughly 2,000sf tract of land from Single-family Residential (R-1-7) to Neighborhood Commercial (C-1) in order to combine the land with his adjacent property and construct an additional building for the existing use. Directly to the north and east is the applicant's adjacent property, which is zoned C-1; across the alley to the west and E 61<sup>st</sup> Street to the south are zoned R-1-7. The R-1-7 property across the alley to the west is currently vacant except for an old storage building.

There are no prior cases for this site. Nearby relevant cases include: several rezoning approvals, mostly along the Fairfield Avenue corridor, from Single-family Residential (R-1, R-1D) to B-1 Buffer Business (C-1 Neighborhood Commercial under the UDC) for offices, a photography studio, a dance studio, a dental lab and light retail (C-36-89, C-63-81, C-89-81, C-143-78, C-179-84, C-24-07, C-6-86, C-84-88, C-36-05, C-171-78, C-130-75); and approvals of rezoning from R-1, R-1D and B-1 to B-2 Neighborhood Business (C-2 Corridor Commercial under the UDC) for offices and shopping centers (C-85-79, C-163-80, C-138-82, C-84-84, C-62-96).

Nearby neighborhoods include: Broadmoor, Caddo Heights, Cedar Grove, Hollywood, Pierremont, South Highland, and West Cedar Grove.

---

**REMARKS:** The subject tract of land and the adjacent property to the northeast are essentially a single site that is split into two parcels. The larger parcel (the "parent" parcel) is zoned C-1 and contains the principle structures and parking lot for the business; the 2,000sf subject parcel is currently vacant. The original land use map in the archives indicate that the C-1 portion has always been commercial use and that there once was a residence on the smaller parcel, which would explain why it remained zoned as R-1. However, there has not been a residential structure there since at least 2007.

The current business at this location is a florist workshop where flower arrangements are made and then delivered to various locations. (It is not a retail establishment with visiting patrons.) The applicant is requesting rezoning in order to incorporate the small parcel into the existing business site and be able to add a garage for the florist workshop vehicles.



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## STAFF REPORT – CITY OF SHREVEPORT

The area around the property is a mix of residential and light commercial uses. There is a light commercial corridor along Fairfield Avenue starting ½ block south, and a light to medium commercial corridor along Fairfield Avenue starting one block to the north around the intersection with Pierremont Rd. And even though the properties directly across Fairfield Avenue are zoned residentially, there are two churches within that block. Thus, the zoning and existing use of the “parent” parcel is consistent with the current zoning of the area. Rezoning the 2,000 sf parcel to the same C-1 zoning as the “parent” parcel would not present an encroachment into the neighborhood beyond the Fairfield Avenue corridor because the subject parcel is essentially enveloped on two sides by the “parent” parcel.

With respect to the envisioned land use of the area, the Future Land Use Map of the 2030 Great Expectations Master Plan shows this area as being Medium Residential. However, as noted, there is an existing light commercial corridor, of which this business is a part, that will continue to remain as long as the existing businesses remain. It is unlikely that these established light commercial corridor properties will revert to medium residential uses. Therefore, while not strictly consistent with the vision of the Master Plan, rezoning this small parcel will not change or adversely alter the character of the area.

---

**STAFF ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Single-family Residential (R-1-7) to Neighborhood Commercial (C-1) is warranted.

Alternately, based on of information provided at the public hearing the MPC may:

- a. Deny the requested zoning.
- b. Approve rezoning to a zoning district other than what is requested.

---

**PUBLIC ASSESSMENT:** Two spoke in support; one spoke in opposition.

---

**MPC BOARD RECOMMENDATION:** The Board voted 6-0 to recommend this application for approval.

---

21-53-C

C-2

MITCHELL

R-1-7

WILLARD

FAIRFIELD

C-1

60TH

SHERWOOD

ROBIN HOOD

R-2

C-1

R-1-7  
to C-1

61 ST

EVANGELINE

R-2

DREXEL

THORN HILL

R-1-7

R-1-7

62ND

MONT ROSE

HENDERSON

WILLARD

C-1

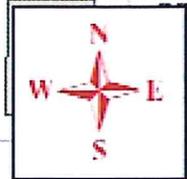
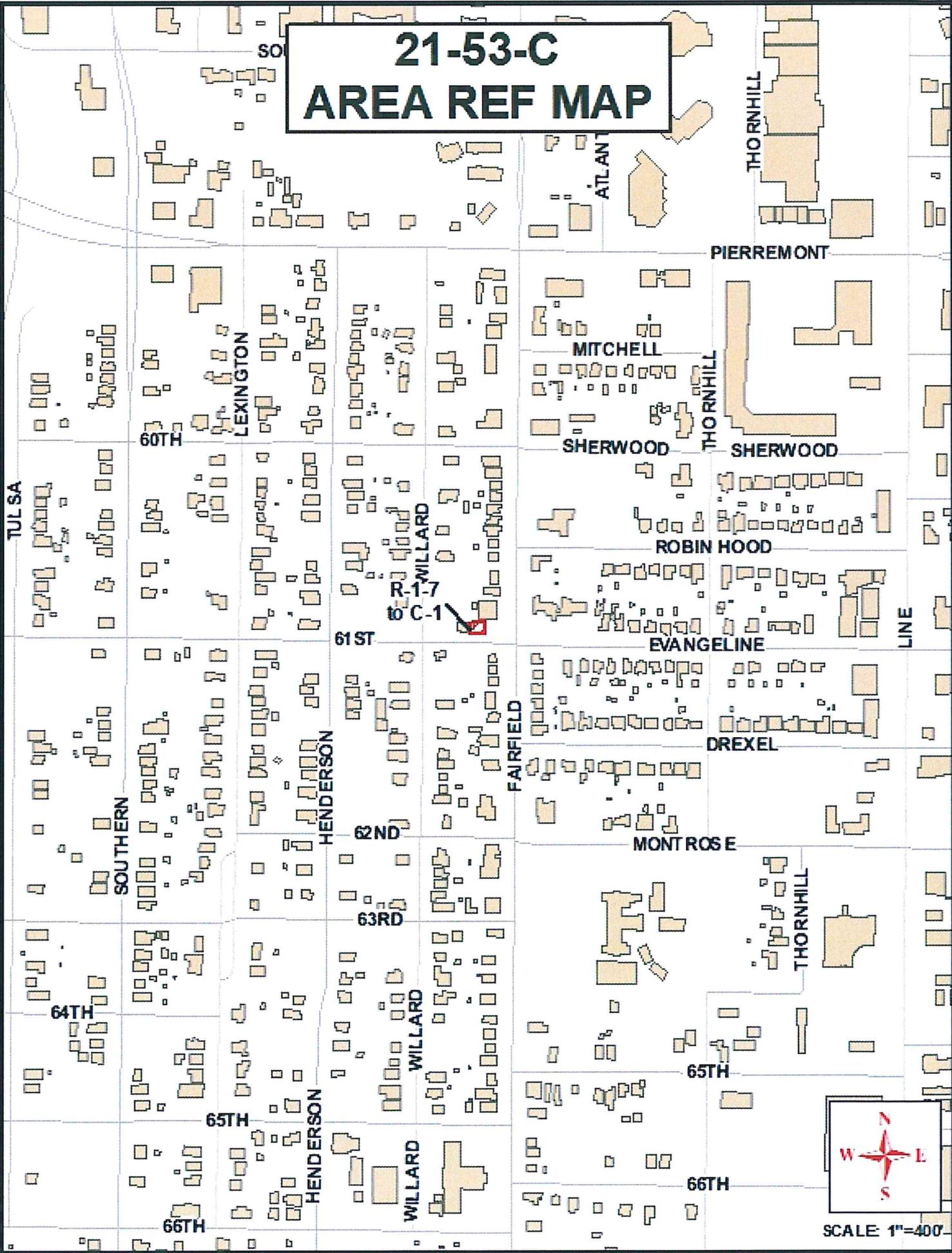
500' NOTIFICATION  
AREA



SCALE: 1"=200'

63RD

# 21-53-C AREA REF MAP



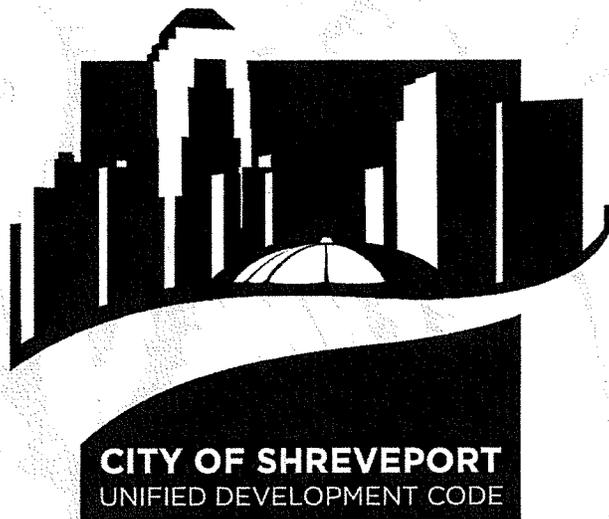
SCALE 1"=400'

# Metropolitan **Planning** Commission

City of Shreveport | Caddo Parish

# Unified Development Code Development Application

UDC Development Application and Review Packet  
(Revised August 12, 2020)



## Land Development Department

505 Travis Street, Suite 440  
Shreveport, LA 71101 | phone 318-673-6480

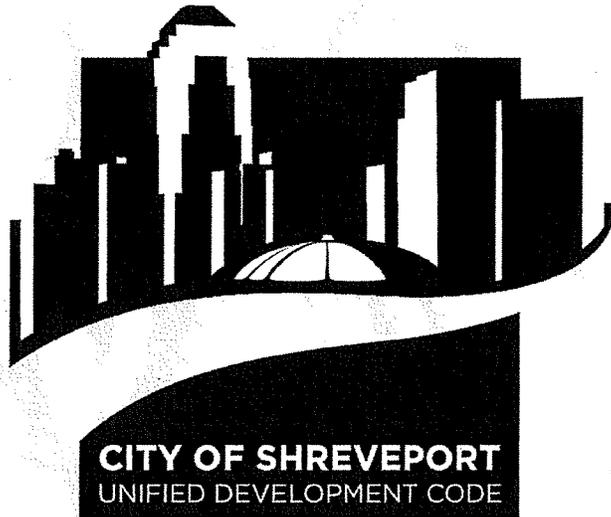
[www.shreveportcaddompc.com](http://www.shreveportcaddompc.com)

# Metropolitan **Planning** Commission

*City of Shreveport | Caddo Parish*

# Unified Development Code Zoning Checklist

A Checklist for Zoning Applications for the Unified Development Code  
(Revised August.21.2020)



## **Land Development Department**

505 Travis Street, Suite 440  
Shreveport, LA 71101 | phone 318-673-6480

[www.shreveportcaddompc.com](http://www.shreveportcaddompc.com)



**Land Development**

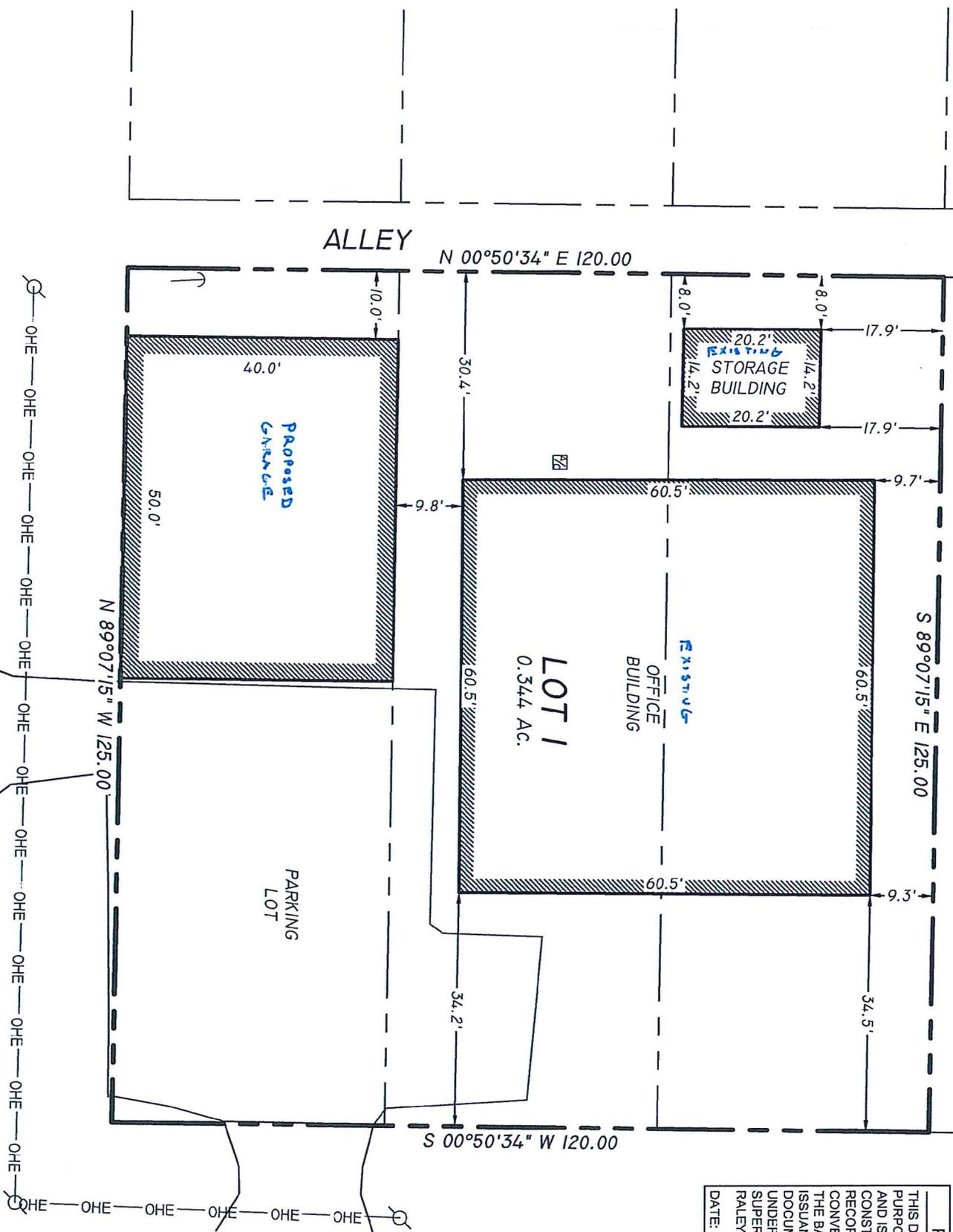
505 Travis Street | Suite 440 | Shreveport, LA | 71101  
318-673-6480 | fax 318-673-6461

**UDC DEVELOPMENT APPLICATION**

| 6. ZONING INFORMATION  |   | 7. BUILDING INFORMATION   |   |
|--|---|---|---|
| Current Zoning District(s): <b>R-1-7</b>                           | Proposed Zoning District(s): <b>C-1</b>                             | Proposed Building Use(s): <b>Garage Storage for Delivery Vehicles</b> |   |
| If more than one district, provide the acreage of each: <b>N/A</b> |   | Existing Building(s) sq. ft. gross: <b>3947.09 SF</b>                 |   |
| Special Purpose Overlay District (if applicable): <b>N/A</b>       |   | Proposed Building(s) sq. ft. gross: <b>2000 SF</b>                    |   |
| Total Site Acres: <b>0.344</b>                                     |   | Total sq. ft. gross (existing & proposed): <b>5947.09 SF</b>          |   |
| Off-Street Parking Required: <b>0 New</b>                          |   | Proposed height of building(s):                                       | Number of stories: <b>1</b>   |
| Off-Street Parking Provided:                                       |   | Ceiling height of First Floor:  |   |
| 8. DIMENSIONAL STANDARDS   |   |   |   |
| Lot Area (square footage): <b>1500 SF</b>                          |   | Lot Coverage (Total Area in square feet): <b>9250 SF</b>              |   |
| Lot Coverage Percentage of Total Lot Area: <b>62%</b>              |   |   |   |
| 9. STORMWATER INFORMATION  |   |   |   |
| Existing Impervious Surface: <b>7250</b> acres/square feet         |   | Hazard Flood Area   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Proposed Impervious Surface: <b>9250</b> acres/square feet         |   | Red River   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Cross Lake Watershed   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Wetlands  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

# EXISTING SITE PLAN

F A I R F I E L D A V E .

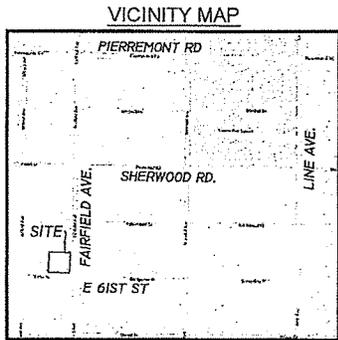
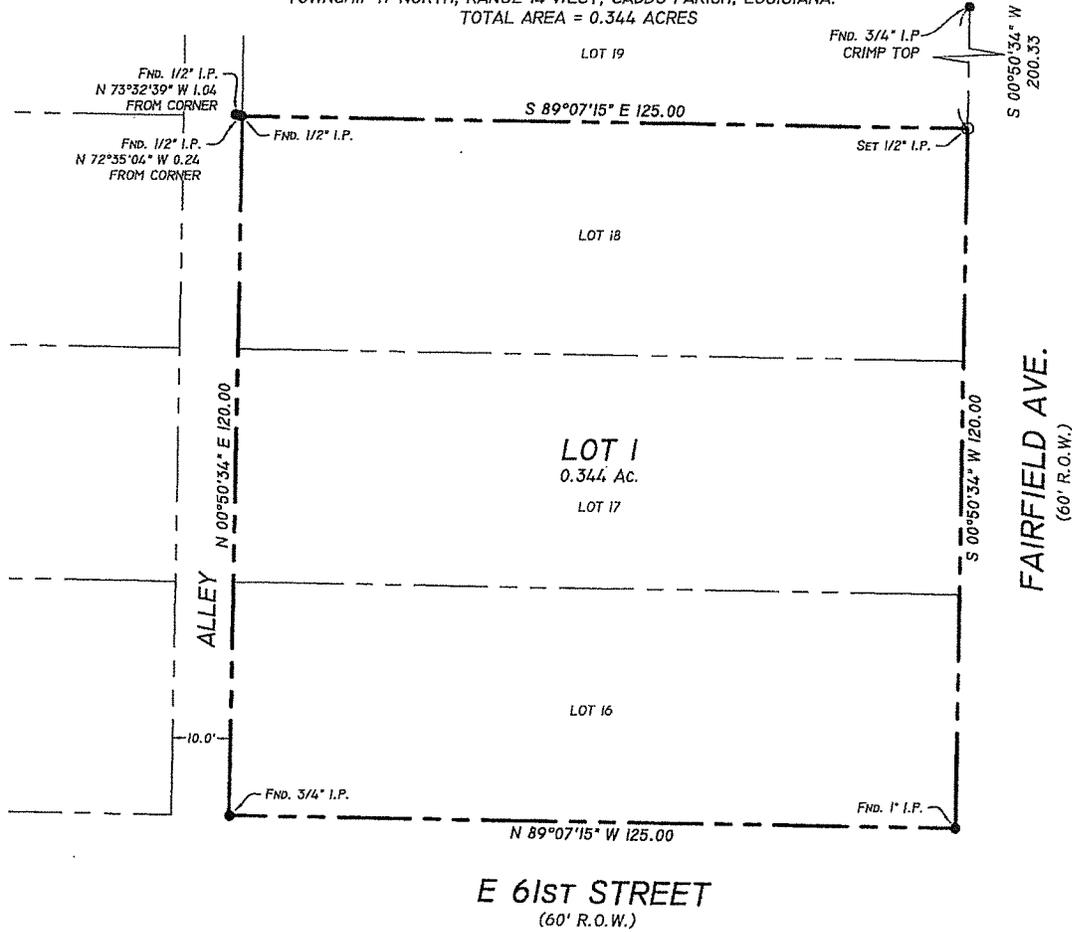


FAIRFIELD AVE.

**PRELIMINARY**  
 THIS DOCUMENT IS FOR THE PURPOSE OF REVIEW ONLY AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE SALES OR FOR THE BASIS FOR THE ISSUANCE OF A PERMIT. DOCUMENT PREPARED UNDER THE DIRECT SUPERVISION OF FRANK J. RALEY, REG. NO. 4630.  
 DATE: 03/23/21

# DIXIE PLACE ANNEX UNIT NO. 6

BEING A RESUBDIVISION OF LOTS 16, 17, AND 18 OF DIXIE PLACE ANNEX AS RECORDED IN BOOK 50 PAGE 575, OF THE CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; AND ALSO BEING LOCATED IN SECTION 24, TOWNSHIP 17 NORTH, RANGE 14 WEST, CADDO PARISH, LOUISIANA.  
TOTAL AREA = 0.344 ACRES



THE BASIS OF BEARINGS USED FOR THIS MAP IS GRID, ESTABLISHED FROM THE LOUISIANA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 1983 (2011) POSITION (EPOCH 2010.00) ADJUSTMENT, AS DETERMINED FROM C&GNET RTN.

BOUNDARY BASED ON DIXIE PLACE ANNEX AS RECORDED IN BOOK 50, PAGE 575 OF THE CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA.

SUBJECT SURVEY IS LOCATED IN ZONE "X", AS PER GRAPHIC PLOTTING OF FIRM MAP NO. 22017C0459H, DATED: 05/19/2014.

ALL BUILDING SETBACKS SHALL CONFORM TO THE BUILDING SETBACK STANDARDS AS PUBLISHED IN ARTICLE 4-ZONING DISTRICT REGULATIONS OF THE SHREVEPORT UNIFIED DEVELOPMENT CODE.

SURVEYOR DOES NOT GUARANTEE THAT ALL SERVITUDES OF RECORD OR USE AFFECTING THIS PROPERTY ARE SHOWN ON THIS SURVEY. THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE INFORMATION PROVIDED TO THIS FIRM. THE SURVEYOR HAS NOT MADE A TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY. THERE MAY BE EXISTING EASEMENTS AND SERVITUDES. SURVEYOR RECOMMENDS A TITLE RESEARCH BE PERFORMED TO FIND ANY SERVITUDES, EASEMENTS, RIGHTS OF WAY OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

PROPERTY WAS SURVEYED UNDER THE RESPONSIBLE CHARGE OF THE UNDERSIGNED AND IN ACCORDANCE WITH THE LA. "STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "B" SURVEY.

I HEREBY CERTIFY THAT THE PLAT OF THE SUBDIVISION SHOWN HEREON IS IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE NO. 129 OF 2016 AND L.R.S. 33:5051, AND WITH THE LAWS AND ORDINANCES OF THE SHREVEPORT MPC.

THE UNDERSIGNED OWNERS HEREBY AUTHORIZE THE PLATTING AND RECORDING OF THIS SUBDIVISION.

RECORD OWNER(S):  
- LOYD DESIGN GROUP, LLC

BY: EDWARD KYLE LOYD, MANAGER DATE

APPROVED BY:

MPC EXECUTIVE DIRECTOR DATE

CITY ENGINEER DATE

FRANK J. RALEY DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LOUISIANA LIC. NO. 4630  
RALEY AND ASSOCIATES, INC.  
4913 SHED ROAD, BOSSIER CITY, LA. 71111 (318)752-9023

PRELIMINARY  
THIS DOCUMENT IS FOR THE PURPOSE OF REVIEW ONLY AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE SALES OR FOR THE BASIS FOR THE ISSUANCE OF A PERMIT. DOCUMENT PREPARED UNDER THE DIRECT SUPERVISION OF FRANK J. RALEY, REG. NO. 4630,  
DATE: 03/17/21



**Land Development**

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

**CITY OF SHREVEPORT FEE WORKSHEET FOR THE UDC**

Fees must be **paid in full** at the time of submittal.

| APPLICATION(S)  | Fees      |
|---|-----------|
| <b>CODE TEXT AMENDMENT</b>  |           |
| Non-Governmental/Non-Municipal Entity   | 500.00    |
| Governmental / Municipal Entity   | No Charge |
| <b>MPC APPLICATIONS</b>   |           |
| <b>REZONING</b>   |           |
| Base Application Fee, Plus  | 750.00    |
| :Per Acre Fee (in addition to base fee – maximum total fee of \$1,300.00) * applies only to properties exceeding one acre                                     | 50.00     |
| Neighborhood Participation Plan   | 50.00     |
| <b>PLANNED UNIT DEVELOPMENT (Preliminary Site Plan)</b>   |           |
| Base Application Fee, Plus  | 1,000.00  |
| :Per Acre Fee (after first 5 acres – maximum total fee of \$1,500.00)   | 50.00     |
| Neighborhood Participation Plan   | 50.00     |
| <b>SMALL PLANNED UNIT DEVELOPMENT (Site Plan)</b>   |           |
| Base Application Fee, Plus  | 750.00    |
| :Per Acre Fee (after first acre – maximum total fee of \$1,000.00)  | 50.00     |
| Neighborhood Participation Plan   | 50.00     |
| <b>AMEND ORDINANCE STIPULATIONS</b>   |           |
| Amend Ordinance Stipulations  | 650.00    |
| <b>PRELIMINARY PLAT</b>   |           |
| Base Application Fee  | 300.00    |
| Neighborhood Participation Plan   | 50.00     |
| <b>FINAL PLAT/RE-PLAT</b>   |           |
| Base Application Fee, Plus  | 300.00    |
| :Per Lot Fee (in addition to base fee – maximum total fee of \$1,300.00)  | 20.00     |
| <b>REVISED PLAT</b>   |           |
| Revised Plats, including Lot Combinations   | 300.00    |
| <b>SPECIAL USE PERMIT</b>   |           |
| Special Use Permit Base Fee   | 750.00    |
| Special Use Permit Site Plan Review   | 650.00    |
| :Per Acre Fee (in addition to Special Use Permit Site Plan Review base fee – maximum total fee of \$1,300.00) * applies only to properties exceeding one acre | 50.00     |
| Neighborhood Participation Plan   | 50.00     |
| <b>APPEALS</b>  |           |
| Administrative Decision Appeal  | 650.00    |
| Appeal to City Council (Applicants Only)  | 250.00    |
| <b>FAÇADE REVIEW</b>  |           |
| Minor Façade Improvements to Existing Buildings   | 250.00    |
| <b>VARIANCES</b>  |           |
| <b>ZONING</b>   |           |
| Residential Variance to Zoning  | 350.00    |
| Commercial / Industrial Variance to Zoning  | 50.00     |
| Residential Administrative Variance to Zoning   | 50.00     |
| Neighborhood Participation Plan   | 50.00     |
| <b>VARIANCES</b>  |           |
| Other   | 450.00    |
| <b>ADMINISTRATIVE DECISION APPEAL</b>   |           |
| Administrative Decision Appeal  | 650.00    |
| <b>ADMINISTRATIVE APPLICATIONS</b>  |           |
| <b>ADMINISTRATIVE SPECIAL USE PERMIT</b>  |           |
| Administrative Special Use Permit Base Fee  | 750.00    |
| Administrative Permit Site Plan Review  | 650.00    |
| :Per Acre Fee (in addition to Special Use Permit Site Plan Review base fee – maximum total fee of \$1,300.00) * applies only to properties exceeding one acre | 50.00     |
| <b>ADMINISTRATIVE SPECIAL USE PERMIT APPEAL</b>   |           |
| Appeal to City Council (Applicants Only)  | 250.00    |
| Appeal to City Council (Aggrieved Party)  | No Fee    |
| <b>TEMPORARY USE APPROVALS</b>  |           |
| Batch Plant/Rock Crushing Facility Or Borrow Pit (Separate Administrative Site Plan Approval Fee May Be Required)   | 350.00    |
| Farmers Market (Separate Administrative Site Plan May Be Required)  | 50.00     |



**Land Development**

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

**CITY OF SHREVEPORT FEE WORKSHEET FOR THE UDC**

| APPLICATION(S) continued  | Fees      |
|---|-----------|
| Application Resubmittal Fee - Subsequent Resubmittal  | 350.00    |
| Permit (WTFP) - One-Time Fee per Facility   | 1,500.00  |
| <b>NON-SECTION 6409(a) MODIFICATIONS (Substantial Change)</b>   |           |
| Application Processing Fee  | 2,000.00  |
| Permit (WTFP) - Fee per Facility  | No Charge |
| <b>SECTION 6409(a) MODIFICATIONS (Non-Substantial Change)</b>   |           |
| No Application and No Fees required. Notice of Section 6409(a) Modifications (a non-substantial change) is required at no charge. | No Charge |
| <b>ROUTINE MAINTENANCE</b>  |           |
| No Application and No Fees required for Routine Maintenance   | No Charge |
| <b>SIGNS</b>  |           |
| <b>SIGN PERMITS</b>   |           |
| A-Frame Sign  | 60.00     |
| Attention Getting Device  | 200.00    |
| Billboard (New or Major Structural Modifications or Change in the Number of Faces)  | 500.00    |
| Billboard (Face Change)   | No Charge |
| Billboard (New Electronic)  | 500.00    |
| Billboard Annual Review (Pre Billboard)   | 25.00     |
| Canopy Sign (50 sf Or Less)   | 60.00     |
| Canopy Sign (51 sf Or More)   | 80.00     |
| Electronic Message Sign   | 200.00    |
| Free Standing/Monument  | 200.00    |
| Marquee Or Roof Sign  | 150.00    |
| Projecting Sign   | 60.00     |
| Public Information Event Sign   | 150.00    |
| Scoreboard  | 200.00    |
| Wall Sign Or Awning Sign, Banner Exhibition Sign (60 sf or Less)  | 35.00     |
| Wall Sign Or Awning Sign, Banner Exhibition Sign ( 61 sf to 120 sf)   | 55.00     |
| Wall Sign Or Awning Sign, Banner Sign (121 sf to 250 sf)  | 75.00     |
| Wall Sign, Or Awning Sign, Banner Exhibition Sign (any size larger than 251 sf)   | 110.00    |
| Sign Installed Without A Permit (ALL FEES DOUBLE)   |           |

**CC3825**

**NOTICE TO THE PUBLIC**

**Control # 21093**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, June 2, 2021 at 3:00 p.m. for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA. For questions, please call 318-673-6480.

**CASE NO. 21-53-C:** 6028 E 61<sup>ST</sup> ST. Application by LOYD DESIGN GROUP for approval to rezone property located on the north side of E 61<sup>st</sup> Street, approx. 140' west of Fairfield Avenue from R-1-7 Single-family Residential, to C-1 Neighborhood Commercial District, being more particularly described as W. 50 FT OF LOT 16. BLK 4 DIXIE PLACE ANNEX, SECTION 24, T17N, R14W, CADDO PARISH, LOUISIANA.

*draft*

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING June 2, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, June 2, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on June 1, 2021 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elbersen, Secretary  
Laura Neubert  
Rudy Morton  
Rachel Jackson  
Bill Robertson  
Vacant

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Emily Trant, Executive Assistant  
Manushka Desgage, City Attorney's Office  
Henry Bernstein, Parish Attorney's Office  
Lenetta English, Zoning & Compliance Coordinator

**Members Absent**

Gabriel Balderas

**PUBLIC HEARING**

**CASE NO. 21-53-C ZONING REQUEST**

Applicant: Loyd Design Group  
Owner: Loyd Design Group  
Location: 6028 E. 61 Street (North side of E. 61 St., approx. 140' West of Fairfield Ave.)  
Existing Zoning: R-1-7  
Request: R-1-7 to C-1  
Proposed Use: Workshop

**Representative &/or support:**

Jeff Raley 4913 Shred Road, Bossier City, LA 71111  
Kyle Loyd 6028 E 61<sup>st</sup> Street, Shreveport, LA 71106

Mr. Loyd stated that they are wanting to construct a three car garage on this portion of the property.

**Opposition:**

Marlena Whitely Lewis

Ms. Lewis was concerned of how the rezoning would affect her taxes. She questioned what contributions this would bring to the neighborhood and how it would align with the Cedar Grove master plan.

**Rebuttal:**

Mr. Raley stated that they are only trying to bring the remainder of his property in line with the zoning of the other property.

**A motion was made by MR. ROBERTSON, seconded by MR. ELBERSON to recommend this application for approval.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, ELBERSON, MORTON, & ROBERTSON and Meses. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. BALDERAS. Messrs. Joseph was away from the Chambers at the time of this vote.**

**END OF PUBLIC HEARING**

**OLD BUSINESS**

*draft*

**NEW BUSINESS**

**OTHER MATTERS TO BE REVIEWED BY THE COMMISSION**

**CHAIR/BOARD MEMBER'S COMMENTS**

**ADJOURN 4:40 p.m.**

**Winzer Andrews, Chair**

**Chris Elberson, Secretary**

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTH SIDE OF TOPEKA STREET, APPROXIMATELY ONE HUNDRED SEVENTY FEET WEST OF CENTENARY BOULEVARD, SHREVEPORT, CADDO PARISH, LA., **FROM C-2, CORRIDOR COMMERCIAL DISTRICT TO R-3, MULTI-FAMILY RESIDENTIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the south side of Topeka Street, approximately one hundred seventy feet west of Centenary Boulevard, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-2, Corridor Commercial District to R-3, Multi-Family Residential District**

LOTS 33 & 34, BLK. 4, OPO SUBN., SECTION 6, T17N, R13W, 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.

21-59-C  
MBT INVESTMENTS, 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 ON THE SOUTH SIDE OF TOPEKA STREET, APPROXIMATELY ONE HUNDRED SEVENTY FEET WEST OF CENTENARY BOULEVARD, SHREVEPORT, CADDO PARISH, LA., **FROM C-2, CORRIDOR COMMERCIAL DISTRICT TO R-3, MULTI-FAMILY RESIDENTIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the south side of Topeka Street, approximately one hundred seventy feet west of Centenary Boulevard, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-2, Corridor Commercial District to R-3, Multi-Family Residential District**

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

21-59-C  
MBT INVESTMENTS, LLC

## STAFF REPORT – CITY OF SHREVEPORT

JUNE 2, 2021

**AGENDA ITEM NUMBER: 12**  
**MPC Staff Member: Alice Correa**  
**City Council District: B/ LeVette Fuller**  
**Parish Commission District: 4/Young**

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**CASE NUMBER** 21-59-C: **ZONING REQUEST**  
**APPLICANT:** MBT INVESTMENTS, LLC  
**OWNER:** MBT Investments, LLC  
**LOCATION:** 213 Topeka St. (South side of Topeka St., approx. 170' west of Centenary Blvd.)  
**EXISTING ZONING:** C-2  
**REQUEST:** C-2 to R-3  
**PROPOSED USE:** Dwelling - Two-Family

---

**DESCRIPTION:** The applicant is requesting approval to change the zoning of a 0.23-acre tract of land from Corridor Commercial (C-2) to Multi-family Residential (R-3) for the purpose of constructing two duplexes. Adjacent to the west is R-3 property containing a duplex; to the east and across the alley to the south is C-2 zoning; and across Topeka Street to the north is Neighborhood Commercial (C-1) zoning and R-3.

There are no prior cases for this site. Nearby relevant cases include: approvals of rezoning from Neighborhood Business (B-2; C-2 under the UDC) to Multi-family Residential (R-3), and from Multi-family Residential (R-2) to Single-family Residential (R-1H; R-1-5 under the UDC) (C-50-94, C-84-07); MPC approval in a B-1 zoning district for light retail and a residence (C-53-14); and Extended Use approval in a B-1 (B-1-E) to allow a women's shelter (C-20-05).

Nearby neighborhoods include: Anderson Island, Broadmoor, Fairfield, Highland, and Stoner Hill.

---

**REMARKS:** The applicant is requesting rezoning in order to demolish the existing residential structure and construct two duplexes. The subject tract of land consists of two lots (33 and 34) under one tax parcel that contains a single residential structure sitting on both lots; this is also indicated on the original 1957 Land Use Map. The original 1957 Zoning Map, generated when zoning was established locally, also shows the two separate lots, and indicates that Lot 33 (nearest to Centenary Boulevard) was zoned Neighborhood Commercial (B-2, C-2 under the UDC) and that Lot 34 was zoned as Urban Multi-family Residence (R-3); this was verified in 2001. It is unknown why the property was originally split-zoned as R-3 and B-2. At some time between 2001 and 2016 the zoning map was changed so that both parcels were zoned commercially; however, no records can be found to indicate what prompted that change. When the Unified Development Code (UDC) was adopted in 2017, the property retained the equivalent commercial zoning of C-2 (Corridor Commercial).

The subject property sits behind a light commercial corridor that runs along Centenary Boulevard, at the edge of a very large single- and multi-family residential area. With the exception of the Centenary Boulevard corridor and a few other light commercial establishments, the area is entirely residential

---



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

## STAFF REPORT – CITY OF SHREVEPORT

from Stoner Avenue down to Kings Hwy, and from Youree Drive to Line Avenue. The property is also directly adjacent to a large area of the R-3 zoning that the applicant is requesting. As such, approval of the applicant's request would not only resolve the split-zoning of the property, it is also consistent with the current zoning, character and development of the area.

With respect to the envisioned land use of the area, the Future Land Use Map of the 2030 Great Expectations Master Plan shows this area and specifically this property, as being Medium Residential. Thus, the applicant's request to rezone to multi-family residential aligns with the vision of the Master Plan.

---

### 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 Corridor Commercial (C-2) to Multi-family Residential (R-3) is warranted.

Alternately, based on of information provided at the public hearing the MPC may:

- a. Deny the requested zoning.
- b. Approve rezoning to a zoning district other than what is requested.

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**PUBLIC ASSESSMENT:** One spoke in support; there was no opposition present.

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### MPC BOARD

**RECOMMENDATION:** The Board voted 7-0 to recommend this application for approval.

---

21-59-C

R-HU

OS

WYANDOTTE

C-1

C-1

500' NOTIFICATION AREA

TALIAFERRO

R-3

C-2 to R-3

R-3

OLIVE

C-2

MERRICK

R-2

R-1-5

R-1-5

COLLEGE



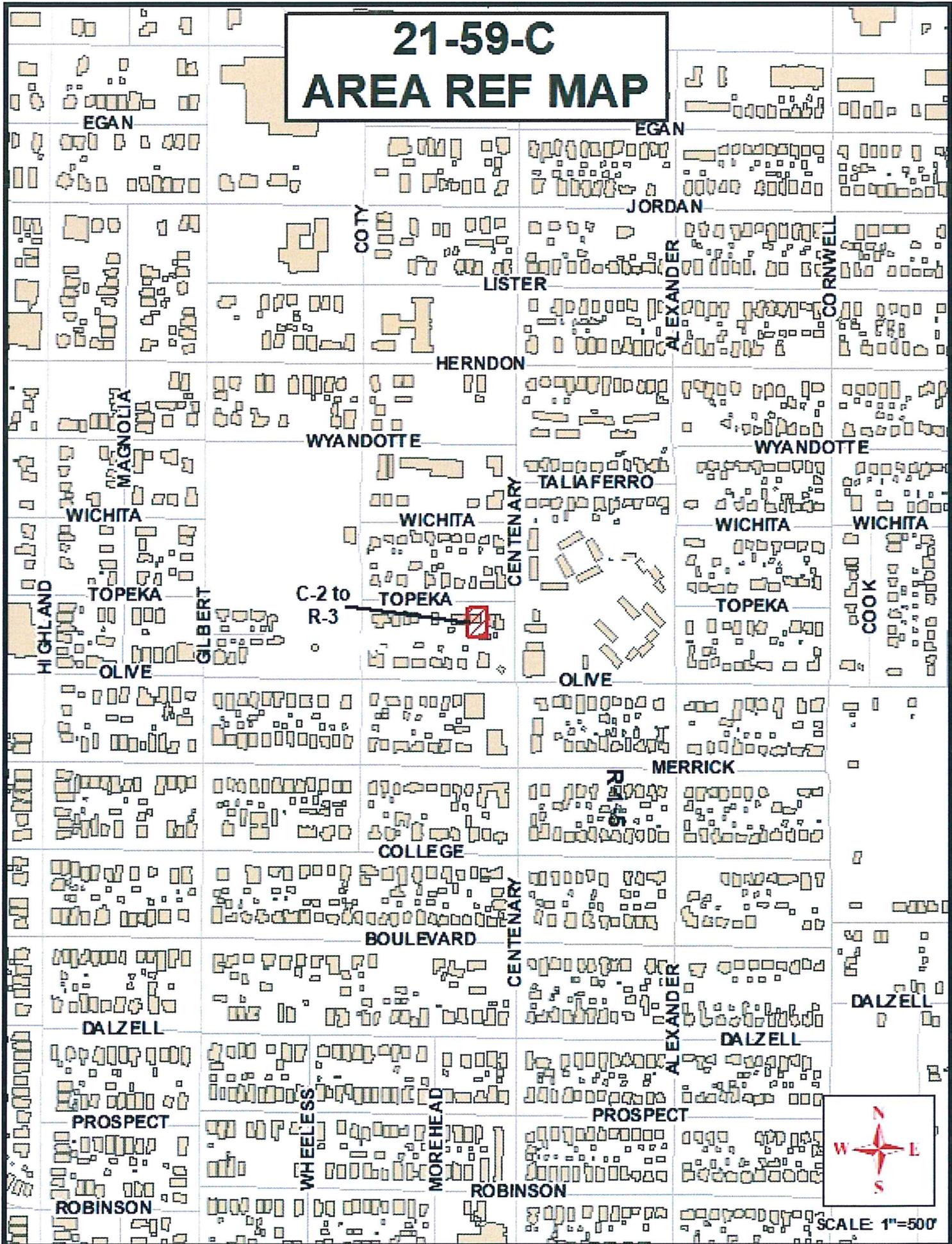
SCALE - 1"=200'

COTY

CENTENARY

CENTENARY

# 21-59-C AREA REF MAP











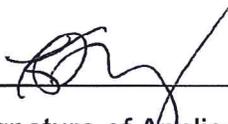
# MAYCO

Real Estate Services, LLC

## Neighborhood Participation Plan Report

1. Project Name: Zone Correction for 213 Topeka
2. Contact Name: Kevin May (kevin@kevindmay.com)
3. Meeting Date: Monday May 11, 2021
4. Meeting Location: 752 Dazell, Shreveport, LA 71104
5. Meeting Start Time: 5:30 PM
6. Meeting End Time: 5:45 PM
7. Number of People in Attendance: 1
8. Date of Filing of Land Use Application: April 23, 2021
10. Summary of Concerns and Issues Raised at the Meeting: N/A

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.

  
\_\_\_\_\_  
Signature of Applicant or Authorized Representative

5-13-21  
Date

Kevin May  
Type or Print Name of Applicant or Authorized Representative



*Pamela B Hood*





**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: <b>213 Topeka</b>   |  | Associated Case:   |
| Project Address/Location: <b>213 Topeka, Shreveport, LA</b>   |  |  |
| Current Zoning District:<br>C-2   | Proposed Zoning District (if applicable):<br>R-3   | Parcel Number(s): <b>171306-021-0113-00</b>  |
| 2. CASE TYPE  |  |  |
| <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)<br><input type="checkbox"/> Special Use Permit<br><input type="checkbox"/> Preliminary & Final Plat (7 or more lots)<br><input type="checkbox"/> Final Plat (Less than 7 lots)<br><input type="checkbox"/> Re-Plat                                | <input type="checkbox"/> Planned Unit Development (PUD)<br>Zoning Map Amendment and Preliminary Site Plan<br><input type="checkbox"/> PUD Site Plan (Administrative)<br><input type="checkbox"/> Small Planned Unit Development (SPUD)<br>Zoning Map Amendment and Site Plan | <input type="checkbox"/> Public Right-of-Way Closure and Abandonment<br><input type="checkbox"/> Site Plan Approval<br><input type="checkbox"/> Site Plan Revision<br><input type="checkbox"/> Site Plan Modification<br><input type="checkbox"/> Other: _____ |
| 3. PARCEL DESCRIPTION   |  |  |
| <i>(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)</i><br><b>LOTS 33 &amp; 34, BLK. 4, OPO SUBN., 171306-21-113.</b>   |  |  |
| 4. GENERAL LOCATION OF PROPERTY   |  |  |
| <i>(street address and/or frontage, and distance to cross street)</i><br><b>213 Topeka, Shreveport, LA</b>  |  |  |
| 5. PROPOSED USE OF THE PROPERTY   |  |  |
| <input type="checkbox"/> Single-Family Residential <input checked="" type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial |  |  |
| <i>Provide a brief explanation, attach additional sheets, if necessary</i><br><b>Would like to rezone the property to match the surrounding properties for the purposes of constructing 2 duplexes.</b>   |  |  |

**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: Kevin May Company: MBT Investments, LLC Check if Primary Contact   
 E-mail: kevin@kevindmay.com Phone: 318-218-0123 Fax: \_\_\_\_\_  
 Address: 752 Dalzell St City: Shreveport State: LA Zip: 71104

**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: Kevin May Company: MBT Investments, LLC Check if Primary Contact   
 E-mail: kevin@kevindmay.com Phone: 3182180123 Fax: \_\_\_\_\_  
 Address: 752 Dalzell St City: Shreveport State: LA Zip: 71104  
 Designee Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

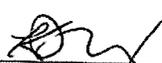
I will represent the application myself; OR  I hereby designate \_\_\_\_\_ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all 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.

  
 Property Owner Signature

4-20-21  
 Date

  
 Applicant Signature

4-20-21  
 Date

**CC3825**

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**Control # 21093**

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**CASE NO. 21-59-C:** 213 TOPEKA ST. Application by MBT INVESTMENTS, LLC. for approval to rezone property located on the south side of Topeka St. approx. 170' west of Centenary Blvd. from C-2, Corridor Commercial District to R-3, Multi-Family Residential District, being more particularly described as LOTS 33 & 34, BLK. 4, OPO SUBN., SECTION 6, T17N, R13W, CADDO PARISH, LOUISIANA.

*draft*

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SUMMARY MINUTES OF THE PUBLIC HEARING June 2, 2021**

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**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elberson, Secretary  
Laura Neubert  
Rudy Morton  
Rachel Jackson  
Bill Robertson  
Vacant

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Emily Trant, Executive Assistant  
Manushka Desgage, City Attorney's Office  
Henry Bernstein, Parish Attorney's Office  
Lenetta English, Zoning & Compliance Coordinator

**Members Absent**

Gabriel Balderas

**PUBLIC HEARING**

**CASE NO. 21-59-C ZONING REQUEST**

Applicant: MBT Investments, LLC.  
Owner: MBT Investments, LLC  
Location: 213 Topeka ST (South side of Topeka St., approx. 170' west of Centenary Blvd.)  
Existing Zoning: C-2  
Request: C-2 to R-3  
Proposed Use: Multi-Family Residential

**Representative&lor support:**

Kevin May 752 Dalzell Shreveport, LA 71104

Mr. May stated that they are planning to build duplexes and replace the existing structure that is not salvageable.

There was no opposition present.

**A motion was made by MS. JACKSON, seconded by MS. NEUBERT to recommend this application for approval.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, ELBERSON, MORTON, & ROBERTSON and Meses. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. BALDERAS. Messrs. Joseph was away from the Chambers at the time of this vote.**

**END OF PUBLIC HEARING**

**OLD BUSINESS**

**NEW BUSINESS**

*draft*

**OTHER MATTERS TO BE REVIEWED BY THE COMMISSION**

**CHAIR/BOARD MEMBER'S COMMENTS**

**ADJOURN 4:40 p.m.**

\_\_\_\_\_  
**Winzer Andrews, Chair**

\_\_\_\_\_  
**Chris Elberson, Secretary**

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHWEST CORNER OF CURTIS LANE AND REVERE AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1-10, SINGLE FAMILY RESIDENTIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the southwest corner of Curtis Lane and Revere Avenue, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7, Single Family Residential District to R-1-10, Single Family Residential District**

6.18 ACS-M/L- S. 518 FT OF N. 538 FT OF W. 520 FT OF E. 560 FT OF SE/4 OF SECTION 8, T17N, R14W, AND 3.14 ACS. M/L-THE S. 263 FT. OF THE N. 801 FT. OF THE W. 520 FT. OF THE E. 560 FT. OF THE SE/4, SECTION 8, 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.

21-64-C  
SHREVEPORT-CADDO MPC

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHWEST CORNER OF CURTIS LANE AND REVERE AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1-10, SINGLE FAMILY RESIDENTIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

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

21-64-C  
SHREVEPORT-CADDO MPC

## STAFF REPORT – CITY OF SHREVEPORT

JUNE 2, 2021

**AGENDA ITEM NUMBER: 13**  
**MPC Staff Member:** Stephen Jean  
**City Council District:** A/Tabatha Taylor  
**Parish Commission District:** 7/Gage-Watts

**CASE NUMBER** 21-64-C: **ZONING REQUEST**  
**APPLICANT:** SHREVEPORT-CADDO MPC  
**OWNER:** Jabez Family Enterprises, LLC  
**LOCATION:** 3414 Curtis Lane (SW corner of Curtis Lane and Revere Avenue)  
**EXISTING ZONING:** R-1-7  
**REQUEST:** R-1-10  
**PROPOSED USE:** Single Family Residential

**DESCRIPTION:** MPC staff, acting as the applicant for this case, requests approval of an application to rezone two tracts of land that total approximately 9.302 acres from R-1-7 to R-1-10. There is a companion case (20-7-SC) Angel Oaks Subdivision that initially sought an approval to subdivide the property into lots ranging from 7,000 to 9,011 square feet. However, homeowners in the adjacent neighborhood of Country Club Heights (which is also zoned R-1-7) complained that the subdivision density was not compatible with current development pattern. The lot sizes in Country Club Heights range from 15,500 square feet to slightly over one acre in size which is more characteristic of the R-1-12 district that has a minimum lot requirement of 12,000 square feet.

The properties in question are zoned R-1-7, Single Family Residential, and is entirely surrounded by property zoned R-1-7. The properties surrounding the subject site have been developed with single family dwellings. There were no previous cases associated with the subject property.

Nearby cases include a rezoning request from R-1D, One Family Residence to R-1D-E extended use for a museum, which was withdrawn by the application (C-85-07), a rezoning request from R-1D to R-1D Planned Unit Development (PUD) for a drug and alcohol rehabilitation facility and single family residential development, which was recommended for denial by the MPC and withdrawn at the Council meeting (C-39-17), a rezoning request from OS, Open Space District and R-1-7 to C-UV (PUD), Urban Village Commercial District for residential, commercial and recreational mixed use development which was approved (C-32-18), and a one lot subdivision which was approved (S-1-93).

Nearby neighborhoods include: Country Club, Mooretown, South Lakeshore, Westwood.

**REMARKS:** MPC staff initiated this application after attending a neighborhood meeting regarding the pending subdivision application on April 21<sup>st</sup>. Although most of the comments received at the meeting were in opposition to the entire development, the most common comment was regarding the disparity in lot size for the proposed subdivision compared to the existing platted lots. After reviewing the existing land use pattern in the area, staff determined it was appropriate to request the rezoning of the

## STAFF REPORT – CITY OF SHREVEPORT

existing R-1-7 properties to R-1-10. The R-1-10 district was recently added to the Unified Development Code (UDC) by Code Text Amendment in order to provide for a single family residential zoning density classification that provided for an intermediate density between R-1-7 (7,000 SF) and R-1-12 (12,000 SF) zoning districts. The R-1-10 zoning district requires a minimum lot size of 10,000 SF.

Prior to the implementation of the UDC, the subject property and the surrounding community was zoned R-1-D which required a minimum lot size of 7,200 square feet. When the UDC was adopted the property was zoned R-1-7 which was the equivalent zoning district to R-1-D. It is apparent that the designation of R-1-D was established when the subject property was originally brought into the planning limits decades ago. It is not known why this higher density residential district was selected in lieu of the more appropriate R-1-B district that required a minimum lot size of 12,000 square feet.

There was an opportunity to correct the density classification when the land use map amendment was considered as a part of the adoption of the UDC. However, instead of recommending a more appropriate density designation, the planning consultants charged with developing the land use map chose to simply select the equivalent district to what was already in place. MPC staff seeks to remedy this issue at least for the two subject tracts that are included in the proposed development.

---

### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that rezoning the property from R-1-7 to R-1-10 is warranted due to the existing prevailing land use density in the area.

Alternatively, the MPC Board after considering information provided at the public hearing may:

1. Deny the application
2. Approve the application for an alternate zoning district such as R-1-12.

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**PUBLIC ASSESSMENT:** One spoke in support; six spoke in opposition.

---

### MPC BOARD

**RECOMMENDATION:** The Board voted 5-2 to recommend this application for approval.

---

21-64-C

C-JV (PUD)

R-A

R-1-7

WOODLAND

OUTSIDE CITY LIMITS

INSIDE CITY LIMITS

INDEPENDENCE

OUTSIDE CITY LIMITS

INSIDE CITY LIMITS

FAIRWAY

R-1-7 to R-1-10

CHAMBERLAIN

COUNTRY CLUB

FAIRWAY

500' NOTIFICATION AREA

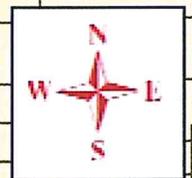
R-1-7

INDEPENDENCE

CURTIS

MARION

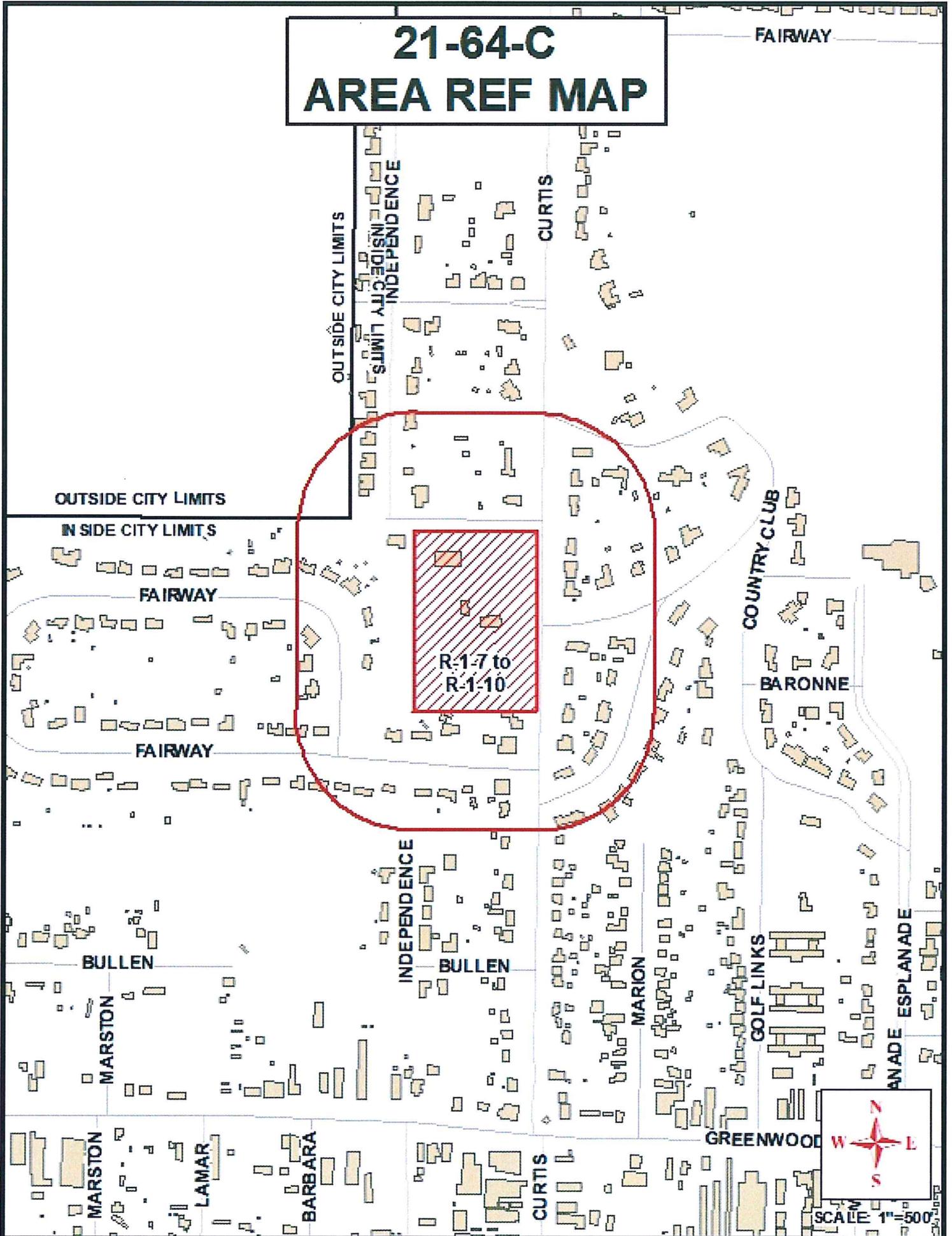
BULLEN



SCALE: 1"=300'

C-3 R-1-7 I-2 I-1

# 21-64-C AREA REF MAP





**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

| DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY   |  |  |
|---|--|--|
| Date: <u>4/22/21</u> Planner: <u>STEPHEN JEAN</u> Case No: _____ Application Fee: <u>N/A</u>  |  |  |
| 1. PROPERTY INFORMATION   |  |  |
| Project Name: <u>ANGEL OAKS SUBDIVISION</u>   | Associated Case: <u>20-7-5C</u>  |  |
| Project Address/Location: <u>3414 CURTIS LANE</u>   |  |  |
| Current Zoning District: <u>R-1-7</u>   | Proposed Zoning District (if applicable): <u>R-1-10</u>  | Parcel Number(s): <u>171408-000-0122, 171408-000-0143-00</u>   |
| 2. CASE TYPE  |  |  |
| <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)<br><input type="checkbox"/> Special Use Permit<br><input type="checkbox"/> Preliminary & Final Plat (7 or more lots)<br><input type="checkbox"/> Final Plat (Less than 7 lots)<br><input type="checkbox"/> Re-Plat                                | <input type="checkbox"/> Planned Unit Development (PUD)<br>Zoning Map Amendment and Preliminary Site Plan<br><input type="checkbox"/> PUD Site Plan (Administrative)<br><input type="checkbox"/> Small Planned Unit Development (SPUD)<br>Zoning Map Amendment and Site Plan | <input type="checkbox"/> Public Right-of-Way Closure and Abandonment<br><input type="checkbox"/> Site Plan Approval<br><input type="checkbox"/> Site Plan Revision<br><input type="checkbox"/> Site Plan Modification<br><input type="checkbox"/> Other: _____ |
| 3. PARCEL DESCRIPTION   |  |  |
| <i>(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)</i>   |  |  |
| <u>SEE ATTACHED LEGAL DESCRIPTION</u>   |  |  |
| 4. GENERAL LOCATION OF PROPERTY   |  |  |
| <i>(street address and/or frontage, and distance to cross street)</i>   |  |  |
| <u>SW CORNER OF REVERE AVENUE AND CURTIS LANE</u>   |  |  |
| 5. PROPOSED USE OF THE PROPERTY   |  |  |
| <input checked="" type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial |  |  |
| <i>Provide a brief explanation, attach additional sheets, if necessary</i>  |  |  |
| <u>SINGLE FAMILY RESIDENTIAL SUBDIVISION</u>  |  |  |

**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): <b>R-1-A</b>                | Proposed Zoning District(s): <b>R-1-D</b>                | Proposed Building Use(s): <b>S.F. RESIDENTIAL</b>     |  |
| If more than one district, provide the acreage of each: |  | Existing Building(s) sq. ft. gross: <b>N/A</b>        |  |
| Special Purpose Overlay District (if applicable):       |  | Proposed Building(s) sq. ft. gross: <b>N/A</b>        |  |
| Total Site Acres: <b>9.302 ACRES</b>                    |  | Total sq. ft. gross (existing & proposed): <b>N/A</b> |  |
| Off-Street Parking Required:                            |  | Proposed height of building(s): <b>N/A</b>            | Number of stories: <b>N/A</b>                            |
| Off-Street Parking Provided:                            |  | Ceiling height of First Floor: <b>N/A</b>             |  |
| 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 |



**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: STEPHEN JEAN Company: SHREVEPORT-CADDO MPC  
E-mail: Stephen.Jean@shreveportla.gov Phone: 673-6467 Fax: \_\_\_\_\_  
Address: 505 TRAVIS STREET STE 440 City: SHREVEPORT State: LA Zip: 71101

**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: JABEZ FAMILY ENT., LLC Company: →  
E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Designee Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

\_\_\_\_ I will represent the application myself; OR \_\_\_\_ I hereby designate \_\_\_\_\_ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

N/A Property Owner Signature      N/A Date      [Signature] Applicant Signature      4/22/21 Date

**CC3825**

**NOTICE TO THE PUBLIC**

**Control # 21093**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, June 2, 2021 at 3:00 p.m. for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA. For questions, please call 318-673-6480.

**CASE NO. 21-64-C:** 3414 CURTIS LANE. Application by SHREVEPORT-CADDO MPC for approval to rezone property located on the southwest corner of Curtis Lane and Revere Avenue, from R-1-7, Single Family Residential District to R-1-10, Single Family Residential District, being more particularly described as 6.18 ACS-M/L- S. 518 FT OF N. 538 FT OF W. 520 FT OF E. 560 FT OF SE/4 OF SECTION 8, T17N, R14W, AND 3.14 ACS. M/L-THE S. 263 FT. OF THE N. 801 FT. OF THE W. 520 FT. OF THE E. 560 FT. OF THE SE/4, SECTION 8, T17N, R14W, CADDO PARISH, LOUISIANA.

*draft*

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING June 2, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, June 2, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on June 1, 2021 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elberson, Secretary  
Laura Neubert  
Rudy Morton  
Rachel Jackson  
Bill Robertson  
Vacant

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Emily Trant, Executive Assistant  
Manushka Desgagne, City Attorney's Office  
Henry Bernstein, Parish Attorney's Office  
Lenetta English, Zoning & Compliance Coordinator

**Members Absent**

Gabriel Balderas

**PUBLIC HEARING**

**CASE NO. 21-64-C ZONING REQUEST**

Applicant: Shreveport Caddo MPC  
Owner: Jabez Family Enterprises, LLC  
Location: 3414 Curtis Ln. (SW corner of Curtis Ln. and Revers Ave.)  
Existing Zoning: R-1-7  
Request: R-1-7 to R-1-10  
Proposed Use: Single Family Residential

**Representative &/or support:**

Shreveport-Caddo MPC 505 Travis Street, Suite 440, Shreveport, LA 71101

Mr. Clarke explained why the MPC brought the R-1-10 zoning district back to the UDC as it was previously omitted when development the code. He stated that the lots in this vicinity are one to two acres, but a minimum of 15 to 25 thousand square feet. He stated that this is sometimes the imperfection of developing zoning codes; sometimes it is not right the first time and you have to make adjustments to what is out there on the ground. If the consultants of this area had looked at this location, they could have designated a different zoning district. Once the site was reviewed, the staff recommended a zoning change to reflect the vicinity.

Mr. Elberson questioned what the zoning designation was prior to the existing zoning; Mr. Clarke stated it was R-1D which required 7,000 sq ft. Mr. Clarke reiterated that if the consultants had studied the vicinity, they wouldn't have rubber stamped the R-1-7 district and determined that R-1D and R-1-7 was inappropriate.

**Opposition:**

Carolyn Fitzgerald 4412 S Fairway Drive, Shreveport, LA 71109

**A motion was made by MR. NEUBERT, seconded by MS. JACKSON to extend the time for the next speaker.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, JOSEPH, MORTON, & ROBERTSON and Mes. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. BALDERAS. Messrs. ELBERSON was away from the Chambers at the time of this vote.**

Donnie Barker 1324 N Hearne Avenue, Suite 301, Shreveport, LA 71107

*draft*

Fay Cunningham 3030 Independence Avenue, Shreveport, L A 71109  
JC Frazier 6938 Oak Hill Circle, Shreveport, LA 71106  
Debra Lindsey 333 Texas Street, Suite 1340, Shreveport, LA 71101  
Deborah Bradford Young 3021 Independence Avenue, Shreveport, LA 71109

Members that were in opposition to the development raised concerns of the smaller size of the lots and the homes in comparison to the existing houses and lots. Additionally, they were concerned about increased traffic and how the development would impact their property values.

Mr. Barker explained that he is opposed to the rezoning because the 10,000 sq. ft. layout is not economically feasible for the owner to be able to move forward. He further stated that approval of this rezoning is denial of the next application as the current subdivision is for 8,700 sq. ft. Ms. Neubert confirmed if the homes would be in the 1,600 of 1,700 sq. ft. range; Mr. Barker said that it would be in the range. She continued to ask what is currently in the neighborhood now; Mr. Barker stated that he only has the lot sizes but the homes are significantly bigger, around 2,500 sq. ft. Ms. Jackson questioned if it would decrease the existing homes value; Mr. Barker stated that he did not have that information. Ms. Neubert asked what size the homes are proposed at if the lots are 8,700 sq. ft.; Mr. Barker replied they would be 1,700 sq. ft. range for 240-245,000.

Mr. Frazier, the property owner, explained that he purchased the property with the vision of subdividing the land and build homes for first time home buyers or people wanting to downsize. He explained that he has already reduced the number of lots and increased their size after the first neighborhood meeting; they came up from 7,000 sq. ft. but can't do 10,000 sq. ft. He expressed his hopes that the Board will look at this as a growing community and understand that he has already and adjusted the plan as requested by the City.

Mr. Elberson questioned if the applicant purchased the property with the intent to development and because it was zoned for that size; Mr. Frazier said he did. Mr. Elberson asked how many lots he would get with the 10,000 sq. ft. lots; Mr. Frazier responded approximately 21.

Mr. Robertson asked if there was a scenario where the homes could be built with a zero lot line to preserve the woods on the outside of the property. Mr. Frazier stated that this issue came up early on and he is not building a low income housing of multi-family development. Mr. Robertson stated that he was not considering those type of homes. Mr. Elberson stated that it seems the applicant is wanting to maximize the number of lots and that may not apply here. Mr. Robertson continued to try to explain the zero lot line concept. Mr. Clarke informed the Board that they were deliberating and needed to continue directing questions to the speakers.

Ms. Lindsey, Better Homes and Gardens Broker, explained the values of homes in this area and stated that the 7,000 to 10,000 sq. ft. is not that great of a difference and these houses will not be that stacked on top of each other.

The Board members discussed the difficulty with this case as they see and understand both sides of the argument.

**A motion was made by MR. JOSEPH, seconded by MS. JACKSON to recommend this application for approval.**

**The motion was adopted by the following 5-2 vote: Ayes: Messrs. ANDREWS, JOSEPH, MORTON, & ROBERTSON and Mses. JACKSON Nays: Messrs. ELBERSON and Mses. NEUBERT. Absent: Messrs. BALDERAS.**

#### END OF PUBLIC HEARING

#### OLD BUSINESS

#### NEW BUSINESS

#### OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

#### CHAIR/BOARD MEMBER'S COMMENTS

*draft*

**ADJOURN 4:40 p.m.**

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**Winzer Andrews, Chair**

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**Chris Elberson, Secretary**

**TITLE**  
**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**DATE**

05/06/2021

**ORIGINATING DEPT./DIV.**

The Office of the City Attorney

**SPONSOR OR COUNCILMEMBER**

COUNCILWOMAN LEVETTE FULLER

**PURPOSE**

This ordinance will amend and update the processes and procedures utilized by the architectural and engineering selection committee relative to the selection of firms to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services for City projects.

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

**ALL****BACKGROUND INFORMATION**

The Architectural and Engineering (A&E) selection committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

An A&E subcommittee was convened for the purposes of discussion and implementation of an updated selection process which will give the members of the selection committee greater opportunity to make selections objectively and provide for greater transparency. These changes will provide for more even dispersion of City contracts to local qualified firms through a more streamlined and detailed qualification based selection process.

**TIMETABLE**

Introduction: **May 11, 2021**

Final Passage: **May 25, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS****FINANCES**

N/A

**SOURCE OF FUNDS**

N/A

**CONCLUSION**

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

**FACT SHEET PREPARED BY:**

Thea R. Scott, Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCIL MEMBER: LEVETTE FULLER**

**WHEREAS**, the City of Shreveport's Architectural and Engineering Selection Committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 26, Article VI, Division 3 is hereby amended and re-enacted to read as follows:

DIVISION 3. - ARCHITECTURAL AND ENGINEERING SERVICES

\*\*\*

**Sec. 26-241. - Purpose.**

The purposes of this division are to assure that the city selects qualified firms to provide it with architectural, engineering, interior design, construction management, land surveying and landscape architectural services in an open and competitive manner and to provide that firms whose primary business address is in the Shreveport-Bossier metropolitan area are selected to provide these services when they are properly qualified and are experienced in the type of work needed by the city.

(Ord. No. 203, 1996, 3-11-97)

**Sec. 26-242. - Definitions.**

For the purposes of this division, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

*A/E selection committee* means the architectural and engineering selection committee created under the provisions of this division.

*Architect* means any person registered and licensed to practice architecture under the laws of the state of Louisiana.

*Architectural/engineering (A/E) professional service* means services that are required to be performed by a person or entity of is licensed, registered or certified to perform those services. These services are of an architectural, engineering, interior design, land surveying, construction management or landscape architectural

nature plus incidental services that members of these professions and their employees may logically or justifiably perform. A/E services shall include the following specific but nonexclusive list of services:

- (1) Feasibility studies, project master plans, environmental impact studies or assessments, space studies, preparation of applications for funding, analyses of overhead, operations and maintenance expenses, the preparation of cash flow analyses, rate schedules and economic analyses and such other study and evaluation documents as may be needed for a project;
- (2) Design services to provide drawings, plans, specifications and cost estimates for construction which may include program development, energy analysis, interior design and landscaping;
- (3) Construction layout and staking services;
- (4) Observation and inspection of project construction;
- (5) Construction manager/advisor services, as defined herein;
- (6) Special supplementary work items such as surveys, models, displays or presentations;
- (7) Participation in structured independent review processes, including, but not limited to, cost estimating, project peer review, value engineering and constructability reviews.

*City* means the City of Shreveport, Louisiana, its departments and subdepartments and the city's agencies, boards and commissions.

*City's agencies, boards and commissions* means agencies, boards and commissions that are controlled by or dependent on the city's executive and legislative branches, as well as the metropolitan planning commission.

*Construction manager/advisor* means a design professional who assists, beyond ordinary project inspection and observation, in the management of construction projects for the city.

*Design professional* means any architect, engineer, interior designer, land surveyor, construction manager or landscape architect, as appropriate.

*Engineer* means any person registered and licensed to practice engineering under the laws of the state of Louisiana.

*Interior designer* means any person registered as an interior designer under the laws of the state of Louisiana or any unlicensed person who provides similar services.

*Land surveyor* means any person registered and licensed to conduct land surveying under the laws of the state of Louisiana.

*Landscape architect* means any person registered and licensed to practice landscape architecture under the laws of the state of Louisiana.

*Mayor* means the duly-elected mayor of the city or the mayor pro tem when vested with the powers of the office of the mayor.

*Project* means the description of work as described in the announcement published in the official journal as described in this division.

*User agency* means the city department, board, commission or authority or public utility undertaking a

specific project.

(Ord. No. 203, 1996, 3-11-97)

**Sec. 26-243. - Architectural and engineering (A/E) selection committee**

The competitive selection process for A/E professional services shall be conducted by an eleven (11) member A/E selection committee.

- (a) Director-Members. There shall be five (5) members of the A/E selection committee as follows: The directors of public works, water and sewerage, airports, and the city engineer and the director of the Fair Share Program.
- (b) Citizen-Members. The mayor shall appoint the following three (3) citizen members to the A/E selection committee subject to their confirmation by the city council:
  - (1) Business or Finance - One (1) citizen, who is not a city employee and who holds or has retired from executive or managerial positions in the business or financial community.
  - (2) Architect - One (1) architect who is not a city employee, who resides in Caddo Parish and who is recommended the Shreveport Chapter of the American Institute of Architects.
  - (3) Engineer - One (1) engineer who is not a city employee, who resides in Caddo Parish and who is recommended by the Shreveport Chapter of the American Society of Engineers or the Shreveport Chapter of the Louisiana Engineering Society.
  - (4) These citizen members may serve two (2) consecutive three-year terms from the confirmation of their appointment and until their respective successors are qualified, appointed and confirmed. No citizen appointee shall serve a third consecutive term.
  - (5) The citizen appointees including the architect and the engineer, and their employing firms, if appropriate, shall not be eligible to compete for city A/E contracts or be employed by or be a subcontractor to an A/E firm awarded a contract through the A/E selection process (1) while serving on the A/E selection committee; and (2) for six months after their term of service has ended, and for any additional period of time required by applicable law, including the Louisiana Code of Governmental Ethics.
- (c) City Council-Members. The chairperson of the city council and their city council member designee shall serve as members of the A/E selection committee.
- (d) Six voting members of the A/E selection committee, including at least two of the members named in subsections (b) and (c) above shall constitute a quorum.
- (e) The committee members shall select a chairman who shall serve a one-year term or until their respective successor is elected. An election for chairman shall be held each year.
- (f) The purchasing agent shall serve as a nonvoting member of the A/E selection committee and shall maintain its records.
- (g) When the user agency for a specific project is not otherwise represented on the A/E selection

committee or when specialized expertise is desired by the committee, the mayor may designate one or more persons to serve as nonvoting members of the committee while it considers matters related to that specific project.

**Sec. 26-244. - Architectural and engineering contract amount**

- (a) This process shall apply to all architectural/engineering (A/E) professional services contracts negotiated by any city agency, board, commission or authority when the initial amount of the contract exceeds \$100,000.00 or when the initial amount of the contract is less than \$100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds \$100,000.00.
- (b) All contracts for A/E professional services where the initial amount of such contract exceeds \$100,000.00 or when the initial amount of the contract is less than \$100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds \$100,000.00 shall be selected on a competitive basis based on the qualifications of the firm, its employees or individual design professionals and any other relevant criteria, except that price shall not become a factor until after selection.

**Sec. 26-245. - Architectural and engineering selection process.**

- (a) It shall be the policy of the city to publicly announce all requirements for the competitive selection of A/E professional services and to negotiate contracts for those services on the basis of demonstrated competency, qualifications.
- (b) When it is determined that the city needs to obtain A/E services, the mayor shall require that the announcement for such services be published in the official journal, transmitted via the City's electronic bid notification and procurement system, published on the official website for the City of Shreveport and mailed to each member of the city council. This announcement shall invite all interested parties to submit within a specified time (minimum of 25 calendar days) letters of interest in being selected for this specific project, together with a Form SF 330 describing the firm or individual's experience related to the project and such other information as the announcement may specify. The notice shall contain a general description of the project and an estimated fee range for the contract, if known. These submittals shall include the relevant pages of the SF 330 form and any information which is deemed relevant by the A/E firm or which has been requested in the city's official notification. They should include a description of the firm's experience on similar projects, its current workload with the city, and (when known) the personnel who the firm intends to assign to the project.
- (c) The A/E selection committee may conduct interviews with up to five of the submitting firms if it

finds that such interviews are warranted and will assist in the selection process. When interviews are held, no member or representative of a submitting firm or individual for the project under consideration who is not being interviewed shall be present.

- (d) Once the A/E selection committee has evaluated all of the submittals received relative to a project, it shall recommend up to three firms to the mayor and shall submit the list of firms in order of preference.
- (e) For all contracts, the mayor shall then select any one of the firms recommended to him by the A/E selection committee and direct the relevant department, agency or commission to negotiate a contract with the selected firm for services for a fee or at rates of pay fair to both parties.
- (f) Once the mayor has selected an A/E firm from the list submitted to him by the A/E selection committee, the committee shall notify all firms which submitted letters of interest on the project of the selection which has been made.
- (g) Should the mayor or his designee be unable to negotiate a satisfactory contract with any one of the firms or individuals recommended by the A/E selection committee, negotiations with that firm or individual shall be terminated and the A/E firm or individual notified in writing of the reason(s) therefor. The mayor may then direct the appropriate persons to negotiate with either one of the remaining A/E firms recommended for the project by the A/E selection committee. If the mayor is unable to reach a satisfactory agreement with any of the firms recommended by the A/E selection committee for a project then the A/E selection committee shall be required to reopen the selection process by publishing a new announcement as required by subsection (9) herein and submit a new list of firms to the mayor.
- (h) The mayor shall cause the A/E selection committee to:
  - (1) Provide notice and an agenda of all meetings to each Council Member at the time committee members are notified;
  - (2) Provide each council member with a copy of the minutes of each meeting which shall include all recommendations of the committee, and
  - (3) Produce a report for the council and to deliver to the clerk of council by April 1, July 1, October 1, and January 1 for the prior three months showing the names of the A/E firms selected during the previous three months, the dollar amount of each contract, and amendments to each contract, the names of the firms submitted to the mayor and not selected for each project and other information requested by the chairman of the council or the chairman of the audit and finance committee. This report shall also include the names of A/E firms selected during the previous three months for which the initial contract amount was less than \$100,000.00, the initial dollar amounts of each contract and subsequent amendments to it and the purpose of the work. This report shall also include

the total amount of fees awarded by the city for professional services within the past four years for each firm or individual design professional providing A/E professional services.

**Sec. 26-445. Evaluation Criteria**

- (a) The A/E selection committee shall evaluate all submittals from A/E firms to determine the firms which it considers most qualified for and suited to perform the work.
- (b) Numerical factors ranging from one (1) to five (5) shall be assigned to the following criterion on the basis of the City's priorities and conception of the importance of each factor in the completion of a successful project:
  - (1) Capability to perform all or most aspects of the project
  - (2) Recent experience with comparable City of Shreveport projects
  - (3) Firms reputation for integrity and competence
  - (4) Fair share participation pursuant to City Code of Ordinances Secs. 2-401-426
  - (5) Key personnel's professional qualifications essential to the work to be performed
  - (6) Current workload
  - (7) Qualifications of Sub-Consultants
  - (8) Team work Location (find joint venture language)
  - (9) Understanding of program or project including potential challenges and the City's special concerns, if any
  - (10) Past performance on City projects including meeting deadlines
    - a. If there has been no performance on past City projects, the City may solicit past performance information from all available sources including, references and clients identified by the firm.
    - b. References other than those identified by the firm may be contacted and considered in the evaluation process.
  - (11) Location of assigned staff office relative to project
- (c) The political activities of a design professional or firm of design professionals, including support for or against a candidate for city elective office, shall not be a consideration in the selection process.

**Sec. 26-246. – Prequalification**

- (a) Firms or individual design professionals wishing to be selected for professional services by the city shall submit annually to the city a statement of their qualifications and interest. General information and/or information about a firm's interest and expertise in specific project areas (streets, drainage, parks, airports, buildings, etc.) shall be submitted on a Form SF 330 (Architect-Engineer and Related Services Questionnaire) or on such other form as may provide similar

information which is acceptable to the A/E selection committee. Firms may provide updated SF 330 forms or other relevant information to the city at any time. All firms or individual design professionals with current SF 330 Forms on file will be sent a notification of public announcement for each project via the City's electronic bid notification and procurement system.

**Sec. 26-246. – Prohibited Communications Prior to Selection**

- (a) There shall be a prohibition on communications by all submitting firms and/or their representatives with City staff, the Mayor and staff, council members and staff and members of the selection committee at any time prior to the selection of a firm for professional services.
- (b) This does not apply to oral communications at pre-submittal conferences, oral presentations before the selection committee, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning the competitive selection process.

**Sec. 26-247. – Post project evaluation**

A post project evaluation shall be conducted following completion of any project for which an award has been made by the A/E committee. Post project evaluations shall be utilized in a firm's evaluation for any future projects pursuant to Sec. 26-445(b)(10). The following criterion may be considered in post project evaluations:

- (a) Planned duration of awarded project vs. actual duration of awarded project
- (b) Project efficiency and timeliness of completion
- (c) Causes for any delay in the completion of the awarded project, if any
- (d) Budgeted or planned cost for awarded project vs. actual cost for awarded project
- (e) Reasons for increased costs, if any
- (f) Quality of work performed
- (g) Compliance with specifications of project
- (h) Adherence to all local, state and federal regulations during the completion of the awarded project
- (i) Compliance with all local, state and federal safety regulations during the completion of the awarded project
- (j) Ability to address foreseeable and unforeseeable risks during the completion of the awarded project

Secs. 26-248—26-264. - Reserved.

**BE IT FURTHER ORDAINED** that the remainder of Chapter 26, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof

is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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OFFICE OF THE CITY ATTORNEY

**ORDINANCE AND RESOLUTION FACT SHEET**

City of Shreveport

| TITLE  | DATE   | ORIGINATING DEPT./DIV.   |
|--|--------|--|
| AN ORDINANCE DECLARING THE CITY'S INTEREST IN CERTAIN VACANT LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN VACANT LAND ACQUIRED BY COMMUNITY DEVELOPMENT, TO FULLER CENTER FOR HOUSING OF NORTHWEST LOUISIANA, INC.; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO. | 6/2/21 | Department of Community Development<br>SPONSOR OR COUNCIL MEMBER<br>COUNCILMEMBER LEVETTE FULLER |

**PURPOSE**

The City of Shreveport Department of Community Development is requesting authorization to surplus and to donate certain vacant land acquired for construction of Phase II of the Concordia Place development in the Stoner Hill neighborhood, to the Fuller Center for Housing of Northwest Louisiana for the purpose of building newly constructed homes for owner occupancy by low income families, first time homebuyers, and/or veterans.

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

**BACKGROUND INFORMATION**

The vacant land was acquired via purchase by the City of Shreveport Department of Community Development from Shreveport Urban Renaissance Corporation for the purpose of constructing up to 20 newly constructed homes for first time homebuyers. The property is located in the 1600 and 1800 Hundred Block of Martha Street, Shreveport, LA 71101, and is located in the Stoner Hill neighborhood. Fuller Center has requested the donation of this property and will complete Phase II of the Concordia Place development for homeownership opportunities for low income families, first time homebuyers or Veterans. Donating this property, will help stabilize this small neighborhood, increase homeownership in an area characterized by several vacant, abandon and under-utilized properties, and support our goal of increasing homeownership amongst low income families and veterans living in Shreveport.

**TIMETABLE**

Introduction: **June 8, 2021**

Final Passage: **July 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS**

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

**FINANCES****SOURCE OF FUNDS**

HOME

**CONCLUSION**

Shreveport's Department of Community Development requests approval of this ordinance.

**FACT SHEET PREPARED BY:** Valerie Ervin

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE DECLARING THE CITY'S INTEREST IN CERTAIN VACANT LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN VACANT LAND ACQUIRED BY COMMUNITY DEVELOPMENT, TO FULLER CENTER FOR HOUSING OF NORTHWEST LOUISIANA, INC.; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY:** Councilwoman Fuller

**WHEREAS,** the City of Shreveport, through the Department of Community Development, has acquired title to certain properties identified as:

**Lot 53, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0053-00;**

**Lot 54, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0054-00;**

**Lot 55, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0055-00;**

**Lot 56, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0056-00;**

**Lot 57, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0057-00;**

**Lot 58, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0058-00;**

**Lot 59, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0059-00; and,**

**Lot 60, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located**

**thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0060-00.**

**WHEREAS**, the said properties were acquired by the City with the intent, and subject to the condition that they ultimately be conveyed to qualified individuals or organizations for authorized uses in accordance acquisition of said properties;

**WHEREAS**, The Fuller Center for Housing of Northwest Louisiana is a Community Housing Development Organization and satisfies the criteria as it relates to providing housing opportunities benefitting low and moderate income persons and homeless veterans for housing;

**WHEREAS**, the donation must be used to provide permanent housing for low income families, first time homebuyers , or veterans, within five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;

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

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

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

**Lot 53, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0053-00;**

**Lot 54, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0054-00;**

**Lot 55, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0055-00;**

**Lot 56, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0056-00;**

**Lot 57, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0057-00;**

**Lot 58, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located**

**thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0058-00;**

**Lot 59, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0059-00; and,**

**Lot 60, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0060-00.**

are hereby declared to be surplus properties and not needed by the City of Shreveport for public purpose.

**BE IT FURTHER ORDAINED** that the City of Shreveport is hereby authorized to donate:

**Lot 53, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0053-00;**

**Lot 54, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0054-00;**

**Lot 55, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0055-00;**

**Lot 56, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0056-00;**

**Lot 57, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0057-00;**

**Lot 58, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0058-00;**

**Lot 59, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located**

**thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0059-00; and,**

**Lot 60, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0060-00.**

The Fuller Center for Housing of Northwest Louisiana, Inc. in “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport, in accordance with state law, city ordinances, and deed restrictions imposed by Community Development.

**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 relative to the donation of the properties to the Fuller Center after review and approval of such document(s) by the Office of the City Attorney, and to do any and all things necessary and incidental to carry out the authorization expressed in this ordinance relative to donation of the said property.

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

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

**APPROVED AS TO LEGAL FORM:**

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**STATE OF LOUISIANA**

**PARISH OF CADDO**

**ACT OF DONATION**

**BE IT KNOWN** that before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

**CITY OF SHEVEPORT, (EIN: 72-6001326)**, a political subdivision of the State of Louisiana, whose mailing address is 505 Travis Street, Shreveport, Louisiana, 71101, herein represented by Adrian Perkins, Mayor, duly authorized to act pursuant to Ordinance Number \_\_\_\_\_ of \_\_\_\_\_, a certified copy of which is attached hereto and made a part of, hereinafter referred to as “Donor.” The City has been designated by the United States Department of Housing and Urban Development (“HUD”) as a Community Development Block Grant (“CDBG”) Entitlement City, and the regulations promulgated thereunder which are contained in 24 CFR Part 570.208, and;

**AND**

**FULLER CENTER FOR HOUSING OF NORTHWEST LOUISIANA, INC., (EIN: XX-XXX6010)**, a private non-profit corporation authorized to do business in the State of Louisiana, whose mailing address is 4221 Linwood Avenue, Shreveport, Louisiana, 71108, herein represented by **Lee A. Jeter, Sr., Executive Director** (hereinafter referred to as “Donee”), satisfies the national objective of the CDBG Program as it relates to benefitting low and moderate income persons for housing where at least 51% of the residents are low to moderate income persons as contained in 24 CFR 570.208, and; who declared that the City of Shreveport does by these presents irrevocably donate, grant, convey, transfer; set over, assign, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners and vendors, and deliver unto Donee, the following described properties to-wit:

**Lot 53, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0053-00**

**Lot 54, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0054-00**

**Lot 55, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0055-00**

**Lot 56, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0056-00**

**Lot 57, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0057-00**

**Lot 58, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0058-00**

**Lot 59, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0059-00, and**

**Lot 60, Concordia Park Annex, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 171305-036-0060-00**

**TO HAVE AND TO HOLD**, the herein described Property unto Donee, its heirs, successors and assigns forever subject however to all covenants, restrictions, reservations and other matters of record in the real property records of Caddo Parish, Louisiana or contained herein. This conveyance is made by Donor and accepted by Donee without any warranty, express or implied.

Except as set forth hereinbelow, the Donor waives and forever renounces any right of revocation of this donation, in whole or in part, and the Donor does forever divest itself of any present or future interest in or control or dominion over the property donated herein.

The Donee acknowledges and agrees with the Donor that the Donee is accepting the property in an "AS IS" condition, with all faults, liabilities, defects or other adverse matters that may be associated with the property.

Without in any way limiting the generality of the foregoing, the Donee specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Donor with respect to the title to the property, the condition of the property, either patent or latent, the ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or occupancy of the property, and/or certificates of compliance for the property, the actual or potential income or profits to be derived from this property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal state or local environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exists with respect to the property. Notwithstanding the foregoing, Donor will reasonably cooperate and assist Donee in effort to cure title problems, if any, and to obtain building permits and occupancy permits in furtherance of the goal of providing safe, affordable housing to the citizens of the City of Shreveport.

Donee hereby waives and releases Donor from any and all claims, demands, and suits arising out of any environmental pollution, hazardous waste, or hazardous substance as the terms "environmental pollution," "hazardous waste," and "hazardous substance" are defined by any federal, state or local law, rule, regulation or requirement, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants, and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expense whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for bodily injury, including death, personal injury and property damage, arising out of, in connection with, or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall further defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expenses whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for any environmental pollution, hazardous waste, or hazardous substance as the terms “environmental pollution,” “hazardous waste” and hazardous substance” are defined by any federal, state or local law, rule, regulation or requirement arising out of, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

Donee hereby covenants and agrees not to utilize the property described herein but for the purpose specified in this agreement. Donee agrees that it will not be able to sell, transfer, sub-lease or to otherwise dispose of the property subject to this project, or any portion thereof, without obtaining the prior written consent of the City.

Notwithstanding any provision contained in this Act of Donation to the contrary, this donation is made subject to the following suspensive conditions. Should Donee fail to comply with the suspensive conditions, this Act of Donation shall be rescinded and the property shall revert to the Donor without any penalty or expense to Donor:

- 1) The donation must be used to meet the national objectives in 570.208 until five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;
- 2) Donee shall abide by all local, state, and federal statutes, rules, requirements, regulations, ordinances applicable to this agreement and HUD Assurances and Certifications, where applicable.
- 3) Donee shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief nor make it a condition of service.
- 4) The Donee may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which has been approved in this agreements unless otherwise approved by the City.
- 5) Donee shall commence the construction activities on said property within twelve (12) months of the execution of this Act of Donation, and also, complete the work and provide homeownership to a low and moderate income veteran, family, or individual within one (1) year of the execution of this Act of Donation. All work shall be performed in accordance with federal, state, and local laws and regulations. Donee shall provide Donor with a monthly status report throughout the implementation period; and
- 6) Donee shall use the property donated herein as stated above, and shall have up to one (1) years, after completion of construction to sell the property to a qualified veteran. Donee shall provide Donor with an annual report no later than December 31<sup>st</sup> of each year, setting forth the disposition of the property, beneficiary information, and any relative data requested by Donor.

The Donee hereby accepts this donation with gratitude and acknowledges delivery and possession thereof.

Donee takes the Property subject to all taxes which may be due and agrees to pay all taxes which may be due or hereafter become due against any or all of the Property conveyed herein.

This Act of Donation is passed before me, Notary, without a request for examination of title and none was made by me. The description herein was furnished to me, Notary, by the parties. The parties hereby waive any conveyance, mortgage and any other certificates and relieve and release me, Notary, from any and all responsibilities in connection therewith.

**THUS DONE AND SIGNED** in Shreveport, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**CITY OF SHREVEPORT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Mayor Adrian Perkins**

\_\_\_\_\_  
**Notary Public**

**THUS DONE AND SIGNED** in Shreveport, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**Fuller Center for Housing of  
Northwest Louisiana, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Lee A. Jeter, Sr., Executive Director**

\_\_\_\_\_  
**Notary Public**



A Community Renewal Project by the Department of Community Development, City of Shreveport, LA  
June 2013

Project Location  
0 50 100 200 Feet  
Scale: 1 inch = 100 feet

|   |                                  |   |
|---|----------------------------------|---|
| <p><b>TITLE</b></p> <p><b>AN ORDINANCE DECLARING THE CITY’S INTEREST IN CERTAIN HOUSE AND LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN HOUSE AND LAND ACQUIRED BY COMMUNITY DEVELOPMENT TO THE GRACE PROJECT, INC; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b></p> | <p><b>DATE</b></p> <p>6/2/21</p> | <p><b>ORIGINATING DEPT./DIV.</b></p> <p>Department of Community Development</p> <p><b>SPONSOR OR COUNCIL MEMBER</b></p> <p><b>COUNCIL MEMBER TABITHA TAYLOR</b></p> |
|---|----------------------------------|---|

**PURPOSE**

The City of Shreveport Department of Community Development is requesting authorization to surplus and to donate a certain property acquired via donation from Housing & Urban Development (HUD), to the Grace Project the purpose of rehabilitation for rental housing or owner occupied by a low income individual or family and/or a homeless veteran.

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

**BACKGROUND INFORMATION**

The house and property was donated to the City of Shreveport Department of Community Development by Housing & Urban Development from their real estate inventory of unsold properties. The property is located at 2815 Metal Street, Shreveport, LA 71103, and is in need of substantial rehabilitation. Grace Project, Inc. has requested donation of this property to be used for rental or homeownership by a homeless veteran or a low income individual or family. By donating and rehabilitating this property, it will help stabilize an area characterized by several vacant, abandon and under-utilized properties.

**TIMETABLE**

Introduction: **June 8, 2021**

Final Passage: **July, 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS**

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

**FINANCES**

**SOURCE OF FUNDS**

**CONCLUSION**

Shreveport’s Department of Community Development recommends approval of this ordinance.

**FACT SHEET PREPARED BY:** Valerie Ervin

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE DECLARING THE CITY'S INTEREST IN CERTAIN HOUSE AND LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN HOUSE AND LAND ACQUIRED BY COMMUNITY DEVELOPMENT, TO GRACE PROJECT, INC.; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY:** Councilwoman Taylor

**WHEREAS**, the City of Shreveport, through the Department of Community Development, has acquired title to certain property identified as:

**Lot 4, Block 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

**WHEREAS**, the said property was acquired by the City with the intent, and subject to the condition that they ultimately be conveyed to qualified individuals or organizations for authorized uses in accordance acquisition of said property; and

**WHEREAS**, The **Grace Project, Inc.** is a Louisiana not-for-profit community based development organization and satisfies the criteria as it relates to providing housing opportunities benefitting low and moderate income persons and homeless veterans for housing, and;

**WHEREAS**, the donation must be used to provide permanent housing for low income families, first time homebuyers , or veterans, within five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;

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

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

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

**Lot 4, Block 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

is hereby declared to be surplus property and not needed by the City of Shreveport for public purpose.

**BE IT FURTHER ORDAINED** that the City of Shreveport is hereby authorized to donate:

**Lot 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

to the **Grace Project, Inc.**, in its “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport, in accordance with state law, city ordinances, and deed restrictions imposed by Community Development.

**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 relative to the donation of the property to the **Grace Project, Inc.** after review and approval of such document(s) by the Office of the City Attorney, and to do any and all things necessary and incidental to carry out the authorization expressed in this ordinance relative to donation of the said property.

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

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

**APPROVED AS TO LEGAL FORM:**

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**STATE OF LOUISIANA**

**PARISH OF CADDO**

**ACT OF DONATION**

**BE IT KNOWN** that before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

**CITY OF SHEVEPORT, (EIN: 72-6001326)**, a political subdivision of the State of Louisiana, whose mailing address is 505 Travis Street, Shreveport, Louisiana, 71101, herein represented by Adrian Perkins, Mayor, duly authorized to act pursuant to Ordinance Number \_\_\_\_\_ of \_\_\_\_\_, a certified copy of which is attached hereto and made a part of, hereinafter referred to as “Donor.” The City has been designated by the United States Department of Housing and Urban Development (“HUD”) as a Community Development Block Grant (“CDBG”) Entitlement City, and the regulations promulgated thereunder which are contained in 24 CFR Part 570.208, and;

**AND**

**THE GRACE PROJECT, INC., (EIN: \_\_\_\_\_)**, a private non-profit corporation authorized to do business in the State of Louisiana, whose mailing address is Alston Street, Shreveport, Louisiana, 71101, herein represented by **Calvin Lester, Jr., Executive Director** (hereinafter referred to as “Donee”), satisfies the national objective of the CDBG Program as it relates to benefitting low and moderate income persons for housing where at least 51% of the residents are low to moderate income persons as contained in 24 CFR 570.208, and; who declared that the City of Shreveport does by these presents irrevocably donate, grant, convey, transfer; set over, assign, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners and vendors, and deliver unto Donee, the following described properties to-wit:

**Lot 4, Block 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

**TO HAVE AND TO HOLD**, the herein described Property unto Donee, its heirs, successors and assigns forever subject however to all covenants, restrictions, reservations and other matters of record in the real property records of Caddo Parish, Louisiana or contained herein. This conveyance is made by Donor and accepted by Donee without any warranty, express or implied.

Except as set forth hereinbelow, the Donor waives and forever renounces any right of revocation of this donation, in whole or in part, and the Donor does forever divest itself of any present or future interest in or control or dominion over the property donated herein.

The Donee acknowledges and agrees with the Donor that the Donee is accepting the property in an “AS IS” condition, with all faults, liabilities, defects or other adverse matters that may be associated with the property.

Without in any way limiting the generality of the foregoing, the Donee specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Donor with respect to the title to the property, the condition of the property, either patent or latent, the ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or occupancy of the property, and/or certificates of compliance for the property, the actual or potential income or profits to be derived from this property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal state or local environmental protection,

pollution or land use laws, rules, regulations or requirements, and any other state of facts which exists with respect to the property. Notwithstanding the foregoing, Donor will reasonably cooperate and assist Donee in effort to cure title problems, if any, and to obtain building permits and occupancy permits in furtherance of the goal of providing safe, affordable housing to the citizens of the City of Shreveport.

Donee hereby waives and releases Donor from any and all claims, demands, and suits arising out of any environmental pollution, hazardous waste, or hazardous substance as the terms “environmental pollution,” “hazardous waste,” and “hazardous substance” are defined by any federal, state or local law, rule, regulation or requirement, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants, and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expense whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for bodily injury, including death, personal injury and property damage, arising out of, in connection with, or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall further defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expenses whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for any environmental pollution, hazardous waste, or hazardous substance as the terms “environmental pollution,” “hazardous waste” and hazardous substance” are defined by any federal, state or local law, rule, regulation or requirement arising out of, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

Donee hereby covenants and agrees not to utilize the property described herein but for the purpose specified in this agreement. Donee agrees that it will not be able to sell, transfer, sub-lease or to otherwise dispose of the property subject to this project, or any portion thereof, without obtaining the prior written consent of the City.

Notwithstanding any provision contained in this Act of Donation to the contrary, this donation is made subject to the following suspensive conditions. Should Donee fail to comply with the suspensive conditions, this Act of Donation shall be rescinded and the property shall revert to the Donor without any penalty or expense to Donor:

- 1) The donation must be used to meet the national objectives in 570.208 until five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;
- 2) Donee shall abide by all local, state, and federal statutes, rules, requirements, regulations, ordinances applicable to this agreement and HUD Assurances and Certifications, where applicable.
- 3) Donee shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief nor make it a condition of service.
- 4) The Donee may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which has been approved in this agreements unless otherwise approved by the City.
- 5) Donee shall commence the construction activities on said property within twelve (12) months of the execution of this Act of Donation, and also, complete the work and provide homeownership to a low and moderate income veteran, family, or individual within one (1) year of the execution of this Act of Donation. All work shall be performed in accordance with federal, state, and local laws and regulations. Donee shall provide Donor with a monthly status report throughout the implementation period; and

- 6) Donee shall use the property donated herein as stated above, and shall have up to one (1) years, after completion of construction to sell the property to a qualified veteran. Donee shall provide Donor with an annual report no later than December 31<sup>st</sup> of each year, setting forth the disposition of the property, beneficiary information, and any relative data requested by Donor.

The Donee hereby accepts this donation with gratitude and acknowledges delivery and possession thereof.

Donee takes the Property subject to all taxes which may be due and agrees to pay all taxes which may be due or hereafter become due against any or all of the Property conveyed herein.

This Act of Donation is passed before me, Notary, without a request for examination of title and none was made by me. The description herein was furnished to me, Notary, by the parties. The parties hereby waive any conveyance, mortgage and any other certificates and relieve and release me, Notary, from any and all responsibilities in connection therewith.

**THUS DONE AND SIGNED** in Shreveport, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**CITY OF SHREVEPORT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Adrian Perkins, Mayor**

\_\_\_\_\_  
**Notary Public**

**THUS DONE AND SIGNED** in Shreveport, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**GRACE PROJECT, INC.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Calvin Lester, Jr, Executive Director**

\_\_\_\_\_  
**Notary Public**

| TITLE  | DATE       | ORIGINATING DEPT./DIV. | SPONSOR OR COUNCILMEMBER |
|--|------------|------------------------|--------------------------|
| AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 90 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES TO PROHIBIT THE OPERATION OF RENTAL OR COMMERCIAL ELECTRIC LOW SPEED SCOOTERS AND OTHERWISE PROVIDING WITH RESPECT THERETO | 05/25/2021 |                        |                          |

**PURPOSE**

This ordinance will ban the operation of rental or commercial electric low speed scooters within the city limits of Shreveport.

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

**BACKGROUND INFORMATION**

The City of Shreveport desires to adopt an ordinance to ban the operation of rental or commercial electric low speed scooters on any sidewalk, bicycle path, public rights of way, streets or highways within the city limits. Nothing in this ordinance shall prohibit the use of privately owned electric low speed scooters in residential areas. Violation of this proposed ordinance shall carry a fine of \$100.00 per offense.

**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 90 OF THE CITY OF SHREVEPORT CODE OF  
ORDINANCES TO PROHIBIT THE OPERATION OF  
RENTAL OR COMMERCIAL ELECTRIC LOW SPEED  
SCOOTERS AND OTHERWISE PROVIDING WITH  
RESPECT THERETO**

**BY COUNCIL MEMBER:**

**WHEREAS**, due to the risk to pedestrians and riders the Shreveport City Council finds that this ordinance is necessary in the interest of safety to protect the public; and

**WHEREAS**, both streets and sidewalks in the City of Shreveport are congested and the introduction of Low Speed Scooters will increase the risk of injury to the public; and

**WHEREAS**, the City of Shreveport finds that it is in the interest of public safety and welfare to prohibit the operation of electric low speed scooters (" Scooters") as defined herein, within the City Shreveport;

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that **Chapter 90, Article IV is hereby amended and re-enacted to read as follows:**

\*\*\*

**Chapter 90 – TRAFFIC AND VEHICLES**

**ARTICLE IV- OPERATIONS OF VEHICLES**

**DIVISION 5. – MOTORCYCLES AND MOTOR-DRIVEN CYCLES**

\*\*\*

Sec. 90-175. – Prohibition of Electronic Low Speed Scooters.

- (a) As utilized herein, the terms " electric low-speed scooter" or " Scooter" shall be defined as a rental or commercial scooter weighing less than 100 pounds that has handlebars and an electric motor, is solely powered by an electric motor or human power, and is capable of a maximum speed of more than five (5 mph) miles per hour on a paved level surface when powered solely by an electric motor.
- (b) As utilized herein, the term “rental or commercial scooter” shall be defined as an electric low-speed scooter made available for short-term or long-term rentals by a commercial scooter rental service.
- (c) To protect the safety and welfare of the public the operation of electric low-speed scooters on any and all sidewalks, bicycle paths, public rights- of-way, streets, or highways with in the city limits of the City of Shreveport shall be unlawful.
- (d) Whoever violates the provisions of this section shall be fined \$100.00 per offense.

(e) Nothing in this section shall prohibit the use of privately owned electric low-speed scooters in residential areas.

Secs. 90-176-90-195.-Reserved

\*\*\*

**BE IT FURTHER ORDAINED** that the remainder of Chapter 90, 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:**

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OFFICE OF THE CITY ATTORNEY

|   |             |  |
|---|-------------|--|
| <b>TITLE</b>  | <b>DATE</b> | <b>ORIGINATING DEPT./DIV.</b>                          |
| <b>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</b> | 06/3/2021   | <b>SPONSOR OR COUNCILMEMBER</b><br>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:**

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OFFICE OF THE CITY ATTORNEY

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE NORTH SIDE OF BUNCOMBE ROAD, APPROXIMATELY ONE HUNDRED FIFTY FEET NORTHEAST OF BERT KOUNS INDUSTRIAL LOOP EXPRESSWAY, SHREVEPORT, CADDO PARISH, LA., **FROM C-2, CORRIDOR COMMERCIAL DISTRICT TO R-3, MULTI-FAMILY RESIDENTIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the north side of Buncombe Road, approximately one hundred fifty feet northeast of Bert Kouns Industrial Loop Expressway, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-2, Corridor Commercial District to R-3, Multi-Family Residential District**

28.592 ACS. M/L - ALL THAT PART OF N/2 OF NE/4 LYING N. OF BUNCOMBE RD. & N. OF INDUSTRIAL LOOP EXPRESSWAY IN SEC. 3(16-15), LESS 2 TRS. DESC. IN C.B. 1688-34 & LESS TR. DESC. IN C.B. 1486-658 & LESS 2 TRS. DESC. IN C.B. 2180-425 & LESS ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING IN SAID SEC. 3: FROM NE COR. OF SEC. 3 (16-15), RUN THENCE S. 57 DEG. 2 MIN. 44 SEC. W. 105.82 FT., THENCE N. 66 DEG. 8 MIN. 32 SEC. W. 129.97 FT., THENCE N. 28 DEG. 12 MIN. 30 SEC. W. 250 FT. TO PT. OF INT. WITH S'LY R/W LINE OF BUNCOMBE RD., THENCE ALONG SAME S. 58 DEG. 35 MIN. 35 SEC. W. 141.83 FT. TO PT. OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1939.90 FT., RUN THENCE ALONG CURVE 299.92 FT., THENCE S. 22 DEG. 32 MIN. 55 SEC. E. 20 FT. TO PT. OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 930.80 FT., THENCE ALONG CURVE 736.48 FT., THENCE RUN S. 67 DEG. 13 MIN. 00 SEC. E. 772.61 FT. TO SEC. LINE, THENCE N. 0 DEG. 15 MIN. 30 SEC. W. 905 FT. TO P.O.B., Section 3, T16N, 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.

21-35-C  
CHRISTI EUGENE

ORDINANCE NO. \_\_\_\_ OF 2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE NORTH SIDE OF BUNCOMBE ROAD, APPROXIMATELY ONE HUNDRED FIFTY FEET NORTHEAST OF BERT KOUNS INDUSTRIAL LOOP EXPRESSWAY, SHREVEPORT, CADDO PARISH, LA., FROM C-2, CORRIDOR COMMERCIAL DISTRICT TO R-3, MULTI-FAMILY RESIDENTIAL DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the north side of Buncombe Road, approximately one hundred fifty feet northeast of Bert Kouns Industrial Loop Expressway, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed from C-2, Corridor Commercial District to R-3, Multi-Family Residential 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.

21-35-C  
CHRISTI EUGENE

## STAFF REPORT – CITY OF SHREVEPORT

MAY 5, 2021

AGENDA ITEM NUMBER: 9

MPC Staff Member: Ben Mohler  
City Council District: G/Jerry Bowman, Jr  
Parish Commission District: 12/Epperson

**CASE NUMBER 21-35-C: ZONING REQUEST**

**APPLICANT:** CHRISTI EUGENE  
**OWNER:** Metro Investments, LLP  
**LOCATION:** 0 Buncombe Road (north of Buncombe Rd, approx. 370' east of Bert Kouns Industrial Loop Expy)  
**EXISTING ZONING:** C-2  
**REQUEST:** C-2 to R-3  
**PROPOSED USE:** Dwelling – Multi-Family

---

**DESCRIPTION:** The applicant is requesting approval to have approximately 2.08 acres rezoned from C-2 (Corridor Commercial) to R-3 (Multi-Family Residential). Directly to the north is property zoned I-1 (Light Commercial). Directly adjacent to the subject property on all remaining sides is property zoned C-2.

There are no prior cases associated with the site. There are a number of relevant cases in the surrounding area; C-157-78 saw denial of a rezoning request from I-1 (Light Commercial) to B-3 (General Commercial), C-111-82 saw denial for a office/commercial development, C-125-85 saw approval of a rezoning request from I-1 to B-3, and C-43-16 saw administrative approval for a Family Dollar within a C-2.

Nearby neighborhoods include: Fox Crossing, Huntington Park, Idlewood, Walnut Hills, Westpark

---

**REMARKS:** A rezoning of the property from C-2 to R-3 is requested for the purpose of allowing a Dwelling-Multi-Family to exist by right, specifically for "Senior Living Apartments". The proposed development will be comprised of no more than 50 units for residents, primarily studio and one-bedroom suites. The site is currently undeveloped land.

Looking at the surrounding zoning in the area shows the site in question bordered by primarily existing C-2, as well as some I-1 (Light Industrial) zoned land to the north. Approximately 850' to the east is existing R-3 zoned property, specifically an existing multi-family apartment complex. The subject property would be developed in a largely undeveloped area, with the only immediate existing uses being a Family Dollar retail store and Phillips 66 gas station nearby. Neither of these uses would be out of place with multi-family zoning nearby, and would actually help to provide services to the subject property.

With regard to the Master Plan vision, the Future Land Use Map of the 2030 Great Expectations Master Plan shows that the site in question as well as the immediate surrounding area is to be kept as Industrial use. While the proposed use would be moving away from the Master Plan's Industrial plans, the area around the site has already begun to move away from an Industrial focus, the nearby



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

## STAFF REPORT – CITY OF SHREVEPORT

Multi-Family use of the apartment complex (Olde Salem Village) and the Family Dollar south of Buncombe Road showing the area as less industrial than originally planned.

---

### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that: approval of the rezoning request is warranted, due to the lack of impact on the area as well as the proposed development fitting the character of the surrounding area.

Alternatively, based on information provided at the public hearing the MPC may:

1. Approve the rezoning request for a different zoning type.
  2. Deny the zoning request.
- 

**PUBLIC ASSESSMENT:** One spoke in support; there was no opposition present.

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### MPC BOARD

**RECOMMENDATION:** The Board voted 5-0 to recommend this application for approval.

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21-35-C

I-2

I-1

C-2 to R-3

R-3

R-MHP

BJN COMBE

BERT KOUNS INDUSTRIAL

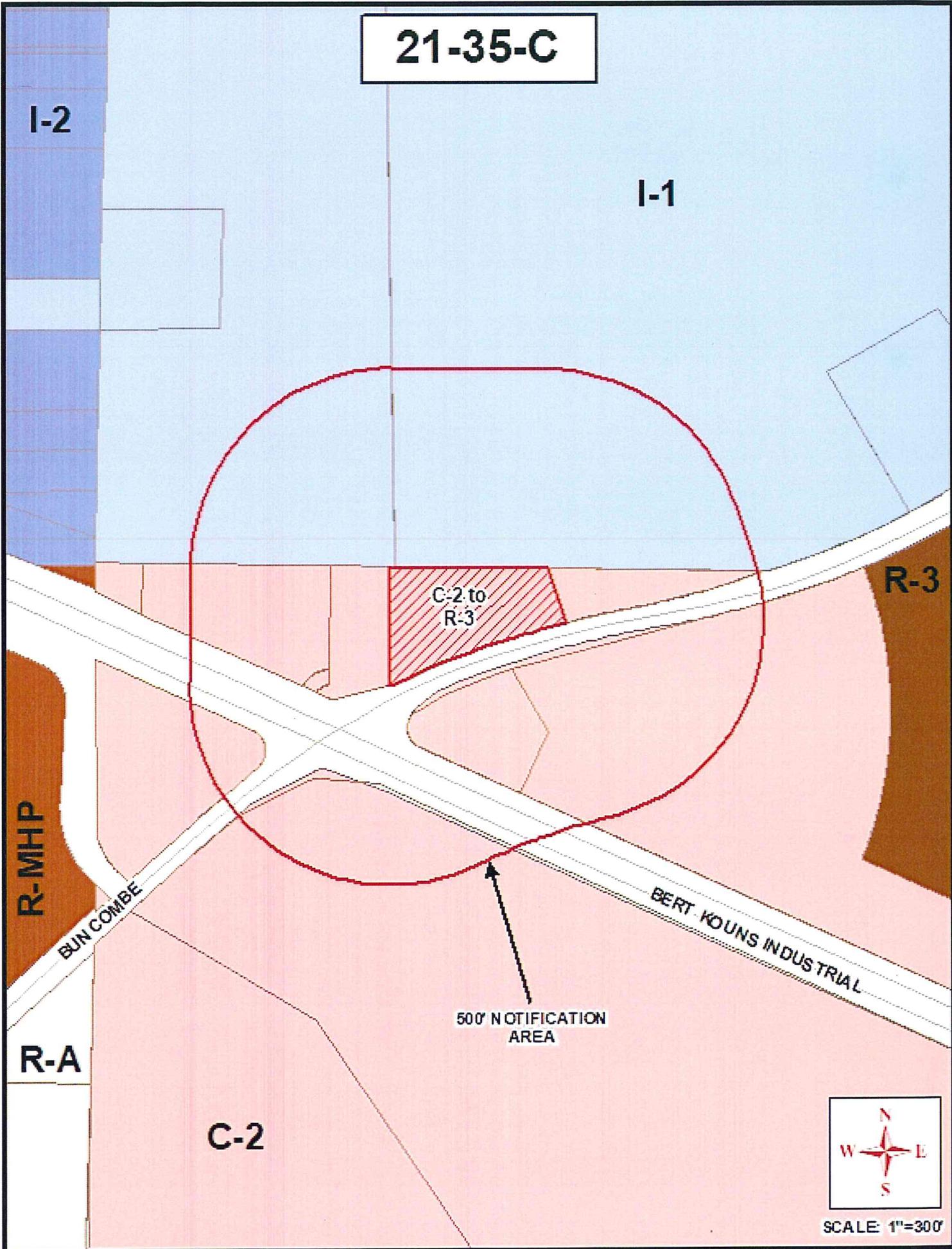
R-A

500' NOTIFICATION AREA

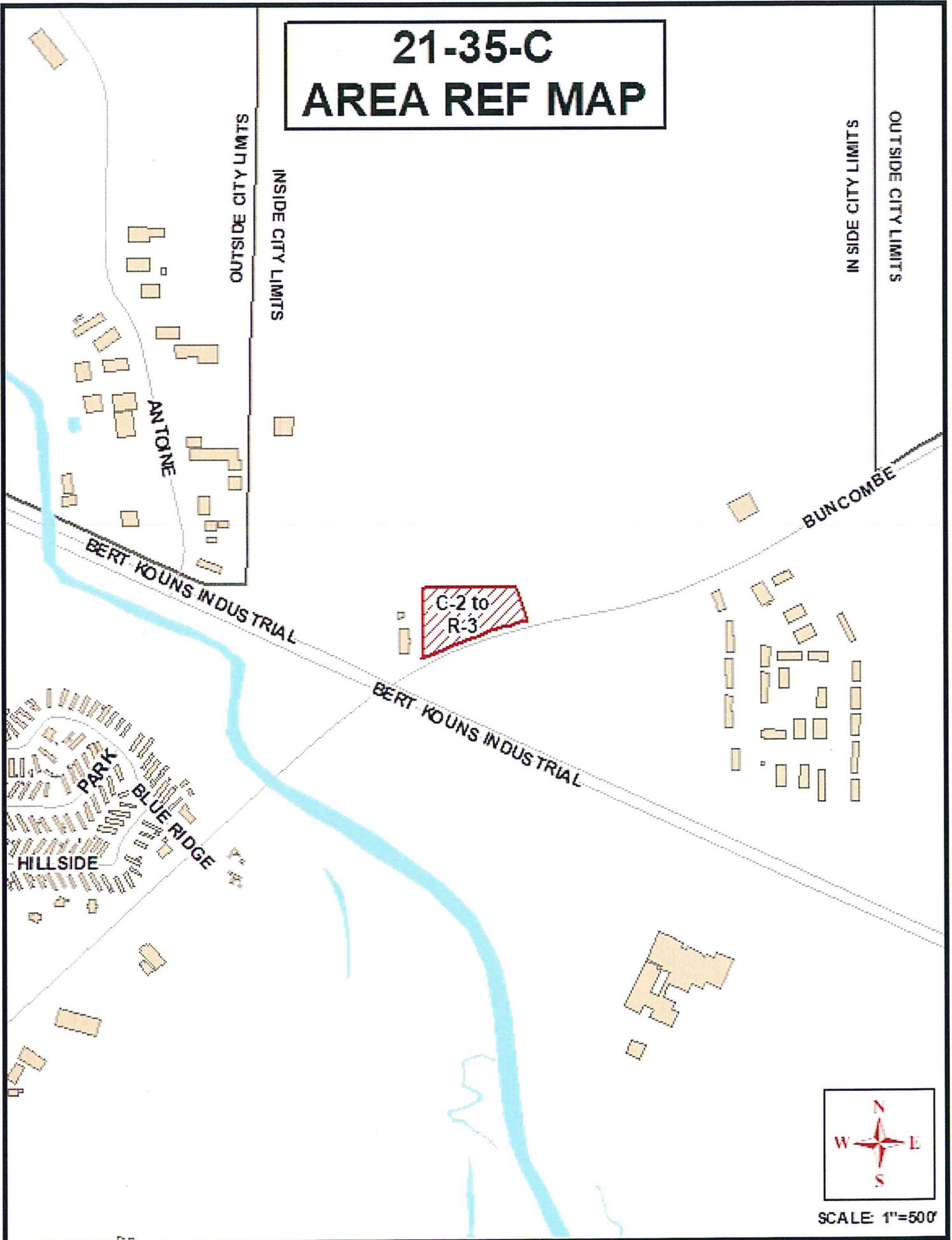
C-2



SCALE: 1"=300'



# 21-35-C AREA REF MAP



OUTSIDE CITY LIMITS

INSIDE CITY LIMITS

OUTSIDE CITY LIMITS

INSIDE CITY LIMITS

BUNCOMBE

BERT KOUNS INDUSTRIAL

BERT KOUNS INDUSTRIAL

C-2 to  
R-3

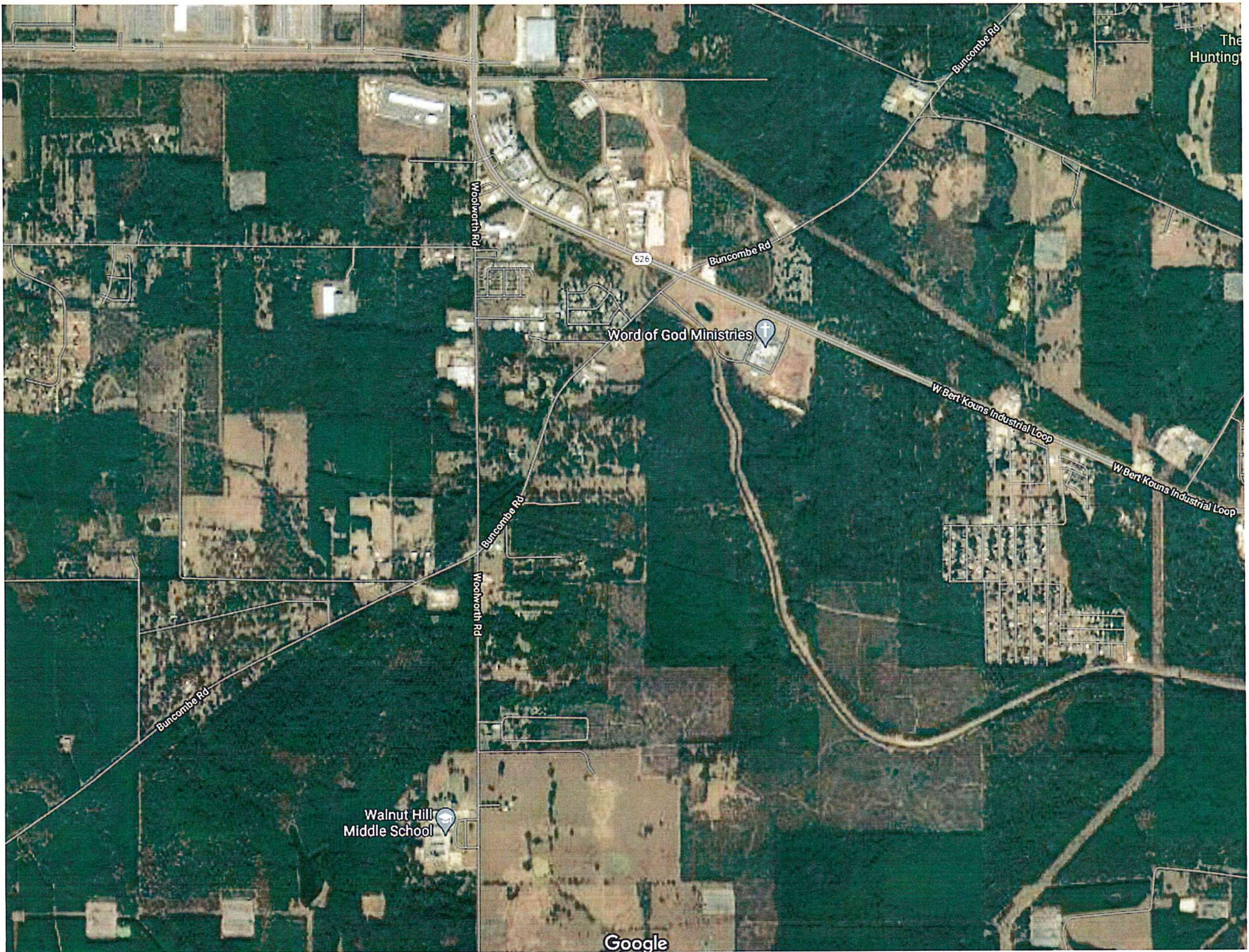
PARK

BLUE RIDGE

HILLSIDE



SCALE: 1"=50'



The Hunting

Word of God Ministries

Walnut Hill Middle School

Google

**LEGAL DESCRIPTION FOR A 1.843 ACRE TRACT:**

A tract of land consisting of a portion of Lot 3, Evangeline Oaks Subdivision, Unit No. 1 as recorded in Book 2050, Page 51, Conveyance Records of Caddo Parish, Louisiana, lying north of and adjacent to Buncombe Road, being located in Section 3, Township 16 North, Range 15 West, Shreveport, Caddo parish, Louisiana, and being more particularly described as follows:

Begin at the north common corner of Lot 2 and Lot 3, Evangeline Oaks Subdivision, Unit No. 1 as recorded in Book 2050, Page 51, Conveyance Records of Caddo Parish, Louisiana, being on the common line between Section 34, Township 17 North Range 15 West and Section 3, Township 16 North, Range 15 West, both in Caddo Parish, Louisiana, also being the Point of Beginning of the tract herein described;

Thence South 88°59'29" East a distance of 397.62 feet along the north line of said Lot 3, also being the common line between said Sections 3 and 34 to a found concrete monument at the northwest corner of that 0.7232 acre tract described in Book 3980, Page 301, Conveyance Records of Caddo Parish, Louisiana;

Thence South 15°23'56" East a distance of 118.90 feet to a found concrete monument on the north right of way line of Buncombe Road as recorded in Book 2050, Page 51, Conveyance Records of Caddo Parish, Louisiana;

Thence along said north right of way the following two courses:

Along the arc of a curve to the left (Radius = 2,231.13', Chord Bearing = 570°34'52" W - 428.65') a distance of 374.96 feet

Along the arc of a curve to the left (Radius = 2,341.83', Chord Bearing = 564°42'23" W - 226.83') a distance of 89.30 feet to the southeast corner of Lot 2, said Evangeline Oaks, Unit No. 1;

Thence North 00°58'14" East a distance of 284.35 feet along the west line of said Lot 2 to the Point of Beginning.

Said tract herein described containing 1.843 acres, more or less.

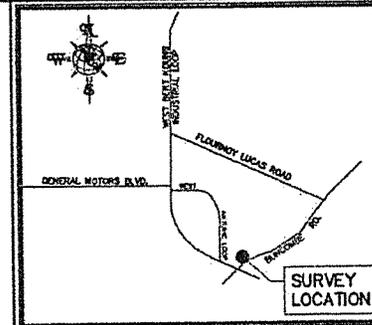
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LOUISIANA "STANDARDS OF PRACTICE" FOR A CLASS "B" PROPERTY BOUNDARY SURVEY.

*Johnnie A. Craig* 2-22-21  
**MOHR AND ASSOCIATES, INC.** Date  
 Johnnie A. Craig  
 Registered Professional Land Surveyor  
 Registration No. 4587

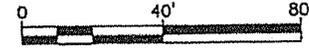
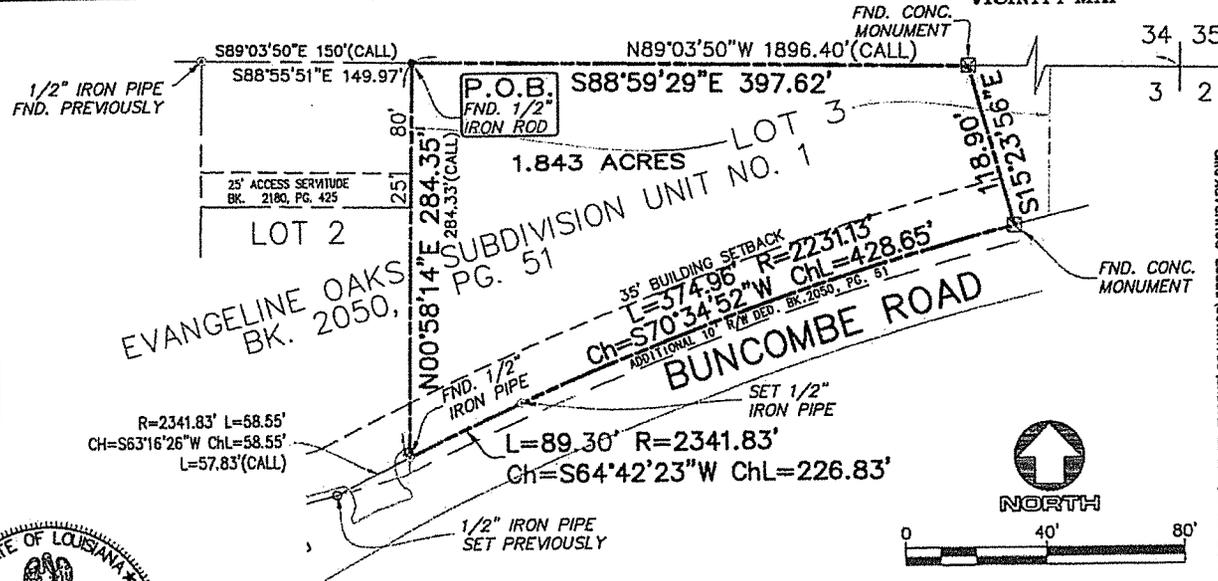


**BOUNDARY SURVEY NOTES:**

1. BEARINGS ARE GRID, STATE PLANE, LA NORTH ZONE AS OBTAINED BY GPS OBSERVATIONS UTILIZING THE C4Gnet NRTK.
2. SUBJECT TRACT IS LOCATED IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP NO. 22017C0442H, DATED MAY 19, 2014.
3. 1/2-INCH I.D. IRON PIPES WERE SET AT ALL CORNERS UNLESS OTHERWISE SHOWN HEREON.
4. SUBJECT TRACT ABUTS BUNCOMBE ROAD.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR HAS NOT MADE ANY INVESTIGATIVE SEARCH FOR TITLE EVIDENCE, ENCUMBRANCES, SERVITUDES, RESTRICTIVE COVENANTS, LIENS OR ANY OTHER FACT THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
6. SUBJECT SURVEY IS LOCATED WITHIN THE CITY LIMITS OF SHREVEPORT, LOUISIANA.
7. TO THE SURVEYOR'S KNOWLEDGE ANY DETERMINATION REGARDING THE SUBJECT TRACTS CHARACTERIZATION AS A WETLAND BY ANY OFFICIAL GOVERNING AGENCY HAS NOT BEEN MADE.



VICINITY MAP



NORTHWESTERN LAND DISTRICT

FOR: CHRISTI EUGENE

BOUNDARY SURVEY OF A PORTION OF  
 LOT 3 EVANGELINE OAKS UNIT NO. 1  
 SHREVEPORT, CADDO PARISH, LOUISIANA

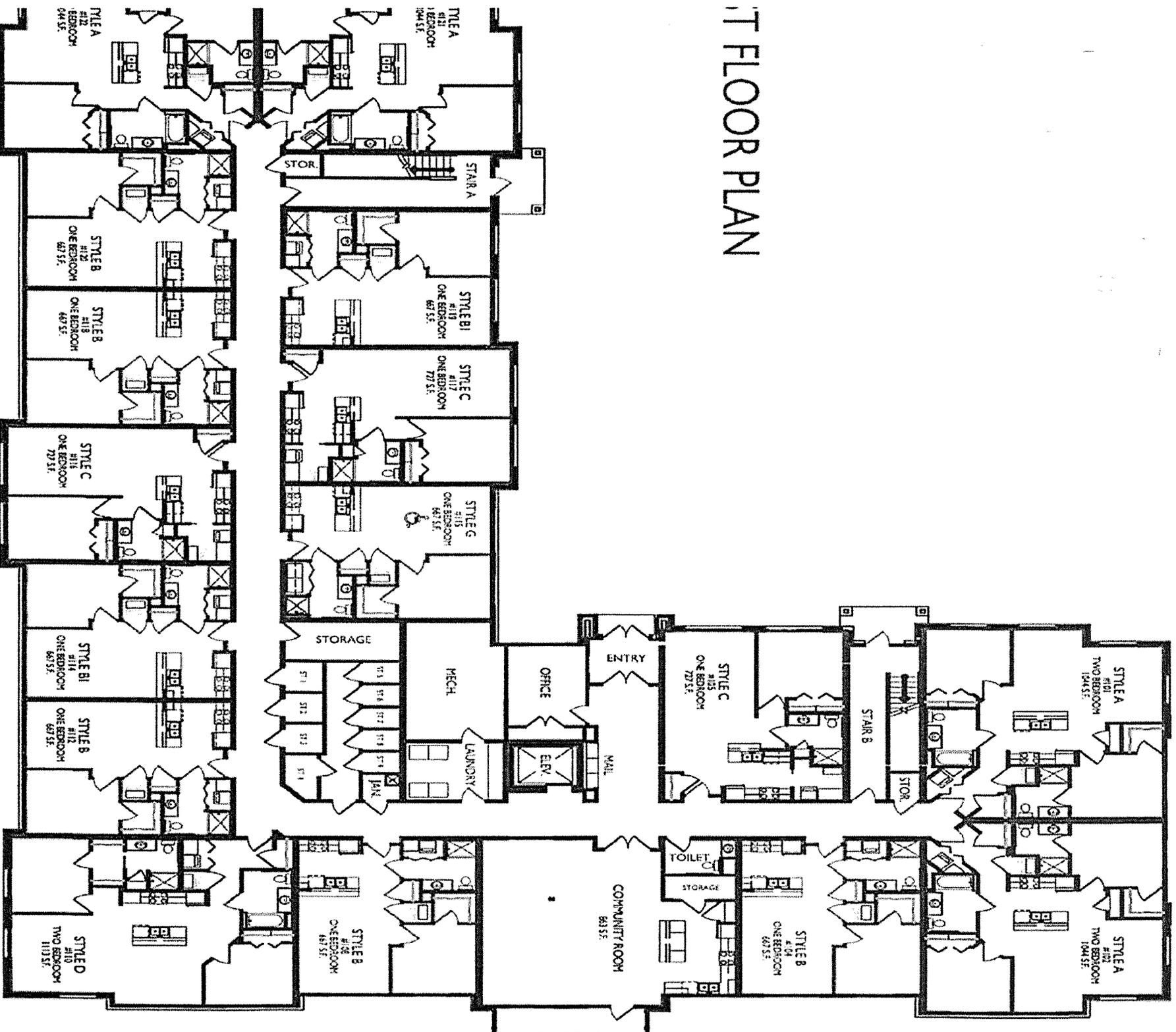
**Mohr and Associates, Inc.**  
 Consulting Civil Engineers & Land Surveyors  
 1324 N. Hearne Ave., Ste 301 Phone: (318) 686-7190  
 Shreveport, Louisiana 71107 Fax: (318) 402-4400



Date: 2-11-21  
 Job: 37887  
 Scale: 1"=100'  
 Drawn: JAC

2/22/2021 3:06:18 PM V:\SURVEYS\CHRISTI EUGENE\DRAWINGS\37887-BOUNDARY.DWG

# 1ST FLOOR PLAN





**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: <u>Senior Apts</u>  | Associated Case: _____  |  |
| Project Address/Location: <u>Buncombe Rd Shreveport, La</u>   |   |  |
| Current Zoning District: <u>C2</u>  | Proposed Zoning District (if applicable): <u>R3</u>                     | Parcel Number(s): <u>1615030125</u>                                  |
| 2. CASE TYPE  |   |  |
| <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)   | <input type="checkbox"/> Planned Unit Development (PUD)                 | <input type="checkbox"/> Public Right-of-Way Closure and Abandonment |
| <input type="checkbox"/> Special Use Permit   | <input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan | <input type="checkbox"/> Site Plan Approval                          |
| <input type="checkbox"/> Preliminary & Final Plat (7 or more lots)  | <input type="checkbox"/> PUD Site Plan (Administrative)                 | <input type="checkbox"/> Site Plan Revision                          |
| <input type="checkbox"/> Final Plat (Less than 7 lots)  | <input type="checkbox"/> Small Planned Unit Development (SPUD)          | <input type="checkbox"/> Site Plan Modification                      |
| <input type="checkbox"/> Re-Plat  | <input type="checkbox"/> Zoning Map Amendment and Site Plan             | <input type="checkbox"/> Other: _____                                |
| 3. PARCEL DESCRIPTION   |   |  |
| (existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)  |   |  |
| <u>Evangeline Oaks subdivision unit no. 1 Lot # 3</u>   |   |  |
| 4. GENERAL LOCATION OF PROPERTY   |   |  |
| (street address and/or frontage, and distance to cross street)  |   |  |
| <u>Buncombe Rd</u>  |   |  |
| 5. PROPOSED USE OF THE PROPERTY   |   |  |
| <input type="checkbox"/> Single-Family Residential <input checked="" type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial |   |  |
| Provide a brief explanation, attach additional sheets, if necessary   |   |  |



**Land Development**

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318-673-6480 | fax 318-673-6461

**UDC DEVELOPMENT APPLICATION**

| 6. ZONING INFORMATION                                   |   | 7. BUILDING INFORMATION                         |   |
|---|---|---|---|
| Current Zoning District(s): <b>C 2</b>                  | Proposed Zoning District(s): <b>R 3</b>                             | Proposed Building Use(s):                       |   |
| If more than one district, provide the acreage of each: |   | Existing Building(s) sq. ft. gross: <b>none</b> |   |
| Special Purpose Overlay District (if applicable):       |   | Proposed Building(s) sq. ft. gross:             |   |
| Total Site Acres: <b>1.843</b>                          |   | Total sq. ft. gross (existing & proposed):      |   |
| Off-Street Parking Required: <b>no</b>                  |   | Proposed height of building(s):                 | Number of stories:  |
| Off-Street Parking Provided: <b>no</b>                  |   | 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 checked="" type="checkbox"/> No | Wetlands  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

| (I) CONTACT INFORMATION  |   |
|--|---|
| <b>IMPORTANT NOTE ABOUT PROJECT CONTACT</b>  | <p>If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.</p> <p><b>NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:</b> ALL property owners must sign. All <u>property owners</u> must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. <u>If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.</u></p> |
| <b>APPLICANT CONTACT INFORMATION:</b>  | Check if Primary Contact <input checked="" type="checkbox"/>  |
| Name: <u>Christi Eugene</u> Company: _____   | E-mail: <u>ceuge@att.net</u> Phone: <u>318-564-3900</u> Fax: _____  |
| Address: <u>4599 Rice Rd</u> City: <u>Shreveport</u> State: <u>La</u> Zip: <u>71119</u>  |   |
| <b>ARCHITECT CONTACT INFORMATION:</b>  | Check if Primary Contact <input type="checkbox"/>   |
| Name: _____ Company: _____   | E-mail: _____ Phone: _____ Fax: _____   |
| Address: _____ City: _____ State: _____ Zip: _____   |   |
| <b>ENGINEER CONTACT INFORMATION:</b>   | Check if Primary Contact <input checked="" type="checkbox"/>  |
| Name: <u>Ricky Raley</u> Company: <u>Mohr and Associates Inc</u>   | E-mail: <u>rraley@mohrandassociates.com</u> Phone: <u>318-686-7190</u> Fax: _____   |
| Address: <u>1324 N Hearne Ave Ste 309</u> City: <u>Shreveport</u> State: <u>La</u> Zip: <u>71107</u>   |   |
| <b>CURRENT PROPERTY OWNER CONTACT INFORMATION:</b>   | Check if Primary Contact <input checked="" type="checkbox"/>  |
| Name: <u>Ben Land</u> Company: <u>Metro Investments, LLP</u>   | E-mail: <u>BLand@Comcast.net</u> Phone: <u>318-635-6417</u> Fax: _____  |
| Address: <u>1191 Hawn Ave</u> City: <u>Shreveport</u> State: <u>LA</u> Zip: <u>71107</u>   | Designee Contact Name: <u>Ben Land</u> Email Address: <u>BLand@Comcast.net</u> Phone Number: <u>318-635-6417</u>  |
| <b>PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:</b>   |   |
| <p>____ I will represent the application myself; OR <input checked="" type="checkbox"/> I hereby designate <u>Christi Eugene</u> (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.</p> |   |
| <b>ACKNOWLEDGEMENT:</b>  |   |
| 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.   |   |
| <u>Ben Land</u><br>Property Owner Signature  | <u>3/19/2021</u><br>Date  |
| <u>Christi Egn</u><br>Applicant Signature  | <u>3-19-21</u><br>Date  |

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING May 5<sup>th</sup>, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, May 5<sup>th</sup>, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on May 4<sup>th</sup>, 2021 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elberson, Secretary  
Laura Neubert  
Rudy Morton

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Mgr.  
Alice Correa, Land Use Coordinator  
Emily Trant, Executive Assistant  
Manushka Desgage, City Attorney Office  
Henry Bernstein, Parish Attorney Office  
Ben Mohler, Planner I

**Members Absent**

Bessie Smith

The hearing was opened with prayer by **MR. ELBERSON**. The Pledge of Allegiance was led by **MR. ANDREWS**.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MR. JOSEPH, seconded by MR. MORTON, to approve the minutes of the April 7<sup>th</sup>, 2021 public hearing as submitted.**

**The motion was adopted by the following 5-0 vote: Ayes: Messrs. ANDREWS, ELBERSON, JOSEPH, & MORTON and Mses. NEUBERT Nays: NONE. Absent: Messrs. COLVIN and Mses. DESMARTEAU & SMITH**

**CASE NO. 21-35-C ZONING REQUEST**

Applicant: CHRISTI EUGENE  
Owner: Metro Investment, LLP  
Location: 0 Buncombe Road (Northside of Buncombe Rd. approx. 150' northeast of Bert Kouns Industrial Loop Expy.)  
Existing Zoning: C-2  
Request: C-2 to R-3  
Proposed Use: Dwelling Multi-Family

**Representative &/or support:**

Christi Eugene 4599 Rice Road, Shreveport, LA 71119

The applicant stated that she wants to rezone the property to allow for low cost living senior housing apartments; there would be approximately 25 – 50 units.

A motion was made by MR. ELBERSON, seconded by MS. NEUBERT, to recommend this application for approval.

The motion was adopted by the following 5-0 vote: Ayes: Messrs. ANDREWS, ELBERSON, JOSEPH, & MORTON and Mses. NEUBERT Nays: NONE. Absent: Messrs. COLVIN and Mses. DESMARTEAU & SMITH

CHAIR/BOARD MEMBER'S COMMENTS

ADJOURN 4:45 p.m.

---

Winzer Andrews, Chair

---

Chris Elberson, Secretary

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, May 5, 2021 at 3:00 p.m. for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA. For questions, please call 318-673-6480.

**CASE NO. 21-35-C:** 0 BUNCOMBE ROAD. Application by CHRISTI EUGENE for approval to rezone property located on the north side of Buncombe Road, approx. 150' northeast of Bert Kouns Industrial Loop Expressway, from C-2, Corridor Commercial District to R-3, Multi- Family Residential District, being more particularly described as 28.592 ACS. M/L - ALL THAT PART OF N/2 OF NE/4 LYING N. OF BUNCOMBE RD. & N. OF INDUSTRIAL LOOP EXPRESSWAY IN SEC. 3(16-15), LESS 2 TRS. DESC. IN C.B. 1688-34 & LESS TR. DESC. IN C.B. 1486-658 & LESS 2 TRS. DESC. IN C.B. 2180-425 & LESS ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING IN SAID SEC. 3: FROM NE COR. OF SEC. 3 (16-15), RUN THENCE S. 57 DEG. 2 MIN. 44 SEC. W. 105.82 FT., THENCE N. 66 DEG. 8 MIN. 32 SEC. W. 129.97 FT., THENCE N. 28 DEG. 12 MIN. 30 SEC. W. 250 FT. TO PT. OF INT. WITH S'LY RW LINE OF BUNCOMBE RD., THENCE ALONG SAME S. 58 DEG. 35 MIN. 35 SEC. W. 141.83 FT. TO PT. OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1939.90 FT., RUN THENCE ALONG CURVE 299.92 FT., THENCE S. 22 DEG. 32 MIN. 55 SEC. E. 20 FT. TO PT. OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 930.80 FT., THENCE ALONG CURVE 736.48 FT., THENCE RUN S. 67 DEG. 13 MIN. 00 SEC. E. 772.61 FT. TO SEC. LINE, THENCE N. 0 DEG. 15 MIN. 30 SEC. W. 905 FT. TO P.O.B., Section 3, T16N, R15W, Caddo Parish, Louisiana

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Inquisitor, April 16, 2021

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

| <u>TITLE</u>   | <u>DATE</u>     | <u>ORIGINATING DEPARTMENT</u>  |
|--|-----------------|--|
| An ordinance to amend Chapter 78, Article II, Division 3 of the City of Shreveport, Louisiana, Code of Ordinances relative to poles and wires and to otherwise provide with respect thereto. | August 11, 2020 | <u>COUNCIL DISTRICT</u><br>City-wide<br><u>SPONSORS</u><br>Councilman John Nickelson |

**PURPOSE**

This ordinance amends Chapter 78, Article II, Division 3 of the Code of Ordinances.

**BACKGROUND INFORMATION**

This ordinance requires persons using or maintaining poles to file a sworn report containing a list of all such poles with the location and number and character of wires carried on each pole, as well as underground conduits. This ordinance also requires poles, wires, and cables to be properly replaced, altered, or constructed and in the case of abandonment they must be removed.

**TIMETABLE**

Introduction: August 11, 2020  
Final Passage: August 25, 2020

**ATTACHMENTS**

None

**SPECIAL PROCEDURAL REQUIREMENTS**

NA

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

Councilman John Nickelson recommends that the City Council adopt this ordinance.

|                                   |                         |
|-----------------------------------|-------------------------|
| <b><u>FACT SHEET PREPARED</u></b> | Danielle A. Farr Ewing, |
| <b><u>BY:</u></b>                 | Clerk of Council        |

ORDINANCE NO. \_\_\_\_\_ OF 2020

**AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE II, DIVISION 3 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES RELATIVE TO POLES AND WIRES AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: JOHN NICKELSON**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 78, Article II, Division 3 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

DIVISION 3. - POLES AND WIRES

\*\*\*

**Sec. 78-81. - Periodic inspections of existing poles—Required.**

It shall be the duty of the electrical inspector to make an inspection of each pole and post including every wire or cable erected upon the streets, alleys, sidewalks and neutral places of the city, by any public service corporation furnishing light, heat or power or transmitting messages by telephone or telegraph lines. Such inspection shall be made at least once every three months and at such other times as the director of public works shall direct.

\*\*\*

**Sec. 78-83. - Report of inspections under article; notice to remove, replace, or alter.**

The electrical inspector, upon completion of any inspection under this article, shall report any violation of any ordinance of the city to the director of public works and, in addition thereto, shall report any defect in or defective or unsafe condition of any pole inspected and any such wire or cable whenever its attachments, insulation, supports, or appliances are unsuitable or unsafe. A copy of such report shall immediately be furnished to the corporation owning the pole, wire, or cable inspected requiring that such poles, wires, or cables must be properly replaced, altered, or constructed. They shall require the owner of any pole, wire, or cable abandoned for use to remove the pole, wire, or cable.

\*\*\*

**Sec. 78-86. – Reports required.**

Every person using or maintaining any telegraph, telephone, electric light, or other poles in any of the streets, highways, parks, or public places within the city shall annually, on March 10, file with the director of public works a sworn report containing a list of all such poles so used, possessed, or maintained by the person, giving the accurate location of each pole, the number and character of wires carried on each pole, and the names of the owners of such poles and of the persons using the poles. Every person owning or using any wire run in conduits beneath the surface of the streets, highways, alleys, parks, or public places within the city shall include in the sworn report a statement as to the number and length of the wires then owned or used by the person and run in such underground conduits.

**Sec. 78-87. – City may order audit of books and records.**

The city council may have the books and records of the person rendering the statement required in Section 78-86 examined by a bookkeeper employed by the city to ascertain whether such statement is accurate, but nothing in this article prevents the city from ascertaining the facts by any other method.

Secs. 78-88—78-95. - Reserved.

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

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

**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:**

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City Attorney's Office

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

A resolution to terminate the Cooperative Endeavor Agreement between the City of Shreveport and the Shreveport Metropolitan Ballet, and to otherwise provide with respect thereto.

**DATE**

April 13, 2021

**ORIGINATING DEPARTMENT**

NA

**COUNCIL DISTRICT**

City-wide

**SPONSOR**

Councilwoman LeVette Fuller

**PURPOSE**

To terminate the Cooperative Endeavor Agreement between the City of Shreveport and the Shreveport Metropolitan Ballet.

**BACKGROUND INFORMATION**

A Cooperative Endeavor Agreement was entered into between the City of Shreveport and the Shreveport Metropolitan Ballet for the 2019-2022 seasons. The Agreement provides for termination for convenience by either party.

**TIMETABLE**

Introduction: April 13, 2020

Final Passage: April 13, 2020

**ATTACHMENT(S)****SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

Councilwoman LeVette Fuller recommends adoption of this Resolution.

**FACT SHEET PREPARED BY:**

Danielle A. Farr Ewing  
Clerk of Council

RESOLUTION NO. \_\_\_\_\_ OF 2021

**A RESOLUTION TO TERMINATE THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND THE SHREVEPORT METROPOLITAN BALLET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:        LEVETTE FULLER**

**WHEREAS**, an agreement styled Cooperative Endeavor Agreement between the City of Shreveport and Shreveport Metropolitan Ballet (“Agreement”) was entered into for the 2019-2022 seasons with a termination date of December 31, 2022; and

**WHEREAS**, paragraph 6.1 of the Agreement provides for the termination of the Agreement for convenience by either the City or Shreveport Metropolitan Ballet upon thirty (30) day advance written notice; and

**WHEREAS**, the City Council finds that the Agreement should be terminated for convenience in accordance with paragraph 6.1 of the Agreement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the Cooperative Endeavor Agreement between the City of Shreveport and Shreveport Metropolitan Ballet (“Agreement”) entered into for the 2019-2022 seasons is terminated for convenience as provided for in paragraph 6.1.

**BE IT FURTHER RESOLVED** that the City Attorney shall provide Shreveport Metropolitan Ballet notice of the termination of the Agreement, in accordance with and as required in the Agreement; and

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney’s Office

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

An ordinance amending Section 2-31 of the Code of Ordinances of the City of Shreveport to provide for an increase in the salary of the Mayor, and to otherwise provide with respect thereto.

**DATE**

April 13, 2021

**ORIGINATING DEPARTMENT**

City Council

**COUNCIL DISTRICT**

City-wide

**SPONSORS**

Council members John Nickelson and Jerry Bowman, Jr.

**PURPOSE**

To provide an increase in the salary of the Mayor effective December 31, 2022.

**BACKGROUND INFORMATION**

Section 5.05 of the Charter of the City of Shreveport provides the method by which changes in the salary of the Mayor may be made. The last time the City Council exercised its authority to set the salary of the Mayor was through the adoption of Ordinance No. 60 of 2002 to amend Section 2-28 (current Section 2-31) of the Code of Ordinances of the City of Shreveport.

**TIMETABLE**

Introduction: April 13, 2021  
Final Passage: April 27, 2021

**ATTACHMENTS**

None

**SPECIAL PROCEDURAL REQUIREMENTS**

The Charter of the City of Shreveport provides that this ordinance must be adopted at least six (6) months before the expiration of the current term of office of the Mayor and shall not be effective during the term of office during which it is adopted.

**FINANCES**

\$29,400.05 increase per year starting December 31, 2022

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

Council members John Nickelson and Jerry Bowman, Jr. recommend that the City Council adopt this ordinance.

**FACT SHEET PREPARED BY:** Danielle A. Farr Ewing,  
Clerk of Council

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING SECTION 2-31 OF THE CODE OF ORDINANCES OF THE CITY OF SHREVEPORT TO PROVIDE FOR AN INCREASE IN THE SALARY OF THE MAYOR, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCIL MEMBERS: JOHN NICKELSON AND JERRY BOWMAN JR.**

**WHEREAS**, Section 5.05 of the Charter of the City of Shreveport (“City Charter”), provides that the Council may by ordinance change the salary of the Mayor subject to the following provisions:

- (a) The change shall be adopted at a regular meeting of the Council;
- (b) No change shall be effective during the term of office of the current Mayor at the time of the change; and
- (c) No change shall be made during the last six (6) months of a term of office of the Mayor; and

**WHEREAS**, the compensation of the Mayor of the City of Shreveport as provided for in Section 2-31 (former Section 2-28) of the Code of Ordinances of the City of Shreveport was last amended by Ordinance No. 60 of 2002.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport in due, legal, and regular session convened, that Section 2-31 of the Code of Ordinances of the City of Shreveport be and the same is hereby amended to read as follows, to wit:

**Sec. 2-31. Compensation of mayor.**

- (a) The mayor shall receive an annual salary of \$125,000.00, payable in equal semi-monthly installments on his own warrant. Such salary shall otherwise remain in effect unless and until changed by the city council in accordance with [section 5.05](#) of the Charter.

\*\*\*

**BE IT FURTHER ORDAINED** that this ordinance shall become effective on December 31, 2022.

**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:**

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City Attorney's Office

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

An ordinance amending Section 2-32 of the Code of Ordinances of the City of Shreveport to provide for an increase in the salaries of members of the City Council, and to otherwise provide with respect thereto.

**DATE**

April 13, 2021

**ORIGINATING DEPARTMENT**

City Council

**COUNCIL DISTRICT**

City-wide

**SPONSORS**

Council members John Nickelson and Jerry Bowman, Jr.

**PURPOSE**

To provide an increase in the salary of Council members effective December 31, 2022.

**BACKGROUND INFORMATION**

Section 4.08 and 4.09 of the Charter of the City of Shreveport provides for the base salary of Council members and the method by which changes in the salaries of said Council members may be made. The last time the City Council exercised its authority to set the salary of Council members was through the adoption of Ordinance No. 61 of 2002 to amend Section 2-29 (current Section 2-32) of the Code of Ordinances of the City of Shreveport.

**TIMETABLE**

Introduction: April 13, 2021  
Final Passage: April 27, 2021

**ATTACHMENTS**

None

**SPECIAL PROCEDURAL REQUIREMENTS**

The Charter of the City of Shreveport provides that this ordinance must be adopted at least six (6) months before the expiration of the current term of office of Council members and shall not be effective during the term of office during which it is adopted.

**FINANCES**

\$68,424.16 increase per year starting December 31, 2022

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

Council members John Nickelson and Jerry Bowman, Jr. recommend that the City Council adopt this ordinance.

**FACT SHEET PREPARED BY:** Danielle A. Farr Ewing,  
Clerk of Council

ORDINANCE NO. \_\_\_\_\_ OF 2021

**AN ORDINANCE AMENDING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE CITY OF SHREVEPORT TO PROVIDE FOR AN INCREASE IN THE SALARIES OF MEMBERS OF THE CITY COUNCIL, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCIL MEMBERS: JOHN NICKELSON AND JERRY BOWMAN, JR.**

**WHEREAS**, Section 4.08 of the Charter of the City of Shreveport (“City Charter”), provides that each member of the City Council shall receive a certain base salary; and

**WHEREAS**, Section 4.09 of the City Charter provides that the Council may by ordinance make changes in the salaries of its members, subject to the following provisions and limitations:

- (a) The change shall be adopted at a regular meeting of the Council;
- (b) No increase of salary shall be effective during the term of office during which it is adopted;
- (c) No change in the salaries of Council members shall be made during the last six (6) months of the terms of office of Council members; and
- (d) Any change in the salary of Council members shall apply uniformly to all members, provided that this provision shall not prevent the payment of additional compensation to the chairman of the Council; and

**WHEREAS**, the compensation of the Council members of the City of Shreveport as provided for in Section 2-32 (former Section 2-29) of the Code of Ordinances of the City of Shreveport was last amended by Ordinance No. 61 of 2002.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport in due, legal, and regular session convened, that Section 2-32 of the Code of Ordinances of the City of Shreveport be and the same is hereby amended to read as follows, to wit:

**Sec. 2-32. Compensation of councilmembers.**

- (a) Each member of the city council shall receive a base annual salary of \$25,000.00, payable in equal semi-monthly installments. Such salary shall remain in effect unless and until changed by the city council in accordance with section 4.09 of the Charter.

\*\*\*

**BE IT FURTHER ORDAINED** that this ordinance shall become effective on December 31, 2022.

**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:**

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City Attorney's Office