



NOTICE OF PUBLIC MEETING
Notice Posted: 6/24/2022 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference on Monday June 27, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, June 28, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

ADMINISTRATIVE CONFERENCE

June 27, 2022

AND

CITY COUNCIL MEETING AGENDA

June 28, 2022

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE/CITY COUNCIL/SPECIAL MEETING**
[June 13, 2022](#) [June 13, 2022-sm](#) [June 14, 2022](#)
5. **AWARDS AND RECOGNITIONS OF DISTINGUISHED GUESTS, COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS, AND REQUIRED REPORTS**
 - A. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY CITY COUNCIL MEMBERS, NOT TO EXCEED FIFTEEN MINUTES
 - B. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY THE MAYOR, NOT TO EXCEED FIFTEEN MINUTES
 - C. COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS OTHER THAN AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS

D. REPORTS:

Property Standards Report ([Resolution 7 of 2003](#))

Revenue Collection Plan & Implementation Report ([Resolution 114 of 2009](#))

Master Plan Committee Report ([Resolution 132 of 2012](#))

Budget to Actual Financial Report([Resolution 183 of 2017](#))

6. PUBLIC HEARING: NONE

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

A. ADDING LEGISLATION TO THE AGENDA (REGULAR MEETING ONLY) AND PUBLIC COMMENTS ON MOTIONS TO ADD ITEMS TO THE AGENDA

B. PUBLIC COMMENTS (IN ACCORDANCE WITH SECTION 1.11 OF THE RULES OF PROCEDURE) (ADMINISTRATIVE CONFERENCE ON ANY MATTER OF PUBLIC CONCERN REGARDLESS OF WHETHER THE ITEM IS ON THE AGENDA) (REGULAR MEETING ON MATTERS WHICH ARE ON THE AGENDA)

C. CONFIRMATION AND APPOINTMENTS

A & E Committee - Clarence Babineaux
Downtown Development Authority - Michael Corbin

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 88

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

Documents:

[res repeal 87 of 2021.pdf](#)

[exhibit a - c edwards concepts llc residential recycling agreement.pdf](#)

RES 89

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

Documents:

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

RES 90

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

Documents:

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

RES 91

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

Documents:

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

RES 92

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

Documents:

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

RES 93

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

Documents:

[gbo 3.pdf](#)

RES 94

To support the Geographic Information System (GIS) Humanities Laboratory at Louisiana State University – Shreveport, and to otherwise provide with respect thereto. (F/Green)

Documents:

[res support gis lab.pdf](#)

RES 95

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for Purchase of a New Medic Unit for Shreveport Fire Department RFP #22-809 and to otherwise provide with respect thereto.

Documents:

[res - rfp 22-809.pdf](#)

RES 96

A proclamation (resolution) ordering and calling a special election to be held to fill the vacancy in the Office of City Marshal, City of Shreveport, for the unexpired term thereof; to set the dates there for and other pertinent matters; and otherwise providing with respect thereto.

Documents:

[res proclamation special election marshal.pdf](#)

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

RES 97

Authorizing the use of certain equipment by SportsSpectrum Race Management and to otherwise provide with respect thereto.

Documents:

[spar - sportsspectrum.pdf](#)

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

ORD 90

To amend Section 10-84 of Chapter 10 of the Code of Ordinances relative to physical separation of sales of high alcohol content liquor for consumption off the premises, and to otherwise provide with respect thereto. (B/Fuller, C/Nickelson, D/Boucher)

Documents:

[ord physical separation.pdf](#)

ORD 91

To amend Chapter 10, Article IV, Division 2, Section 10-175 of the Code of Ordinances regarding hours of operation for retail dealer of alcohol – non-downtown zoning districts, and to otherwise provide with respect thereto. (G/Bowman)

Documents:

[ord amend 10-175 hours of operation \(2\).pdf](#)

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

ORD 81

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

Documents:

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

ORD 82

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

Documents:

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

ORD 83

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

Documents:

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

ORD 84

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

Documents:

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

ORD 85

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

Documents:

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

ORD 86

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

Documents:

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

ORD 87

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

Documents:

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

ORD 88

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

Documents:

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

ORD 89

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

Documents:

[gob 1.pdf](#)

10. TABLED LEGISLATION

A. ORDINANCES/RESOLUTIONS:

RES 166

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

Documents:

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

ORD 85

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

Documents:

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

ORD 149

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

Documents:

[abo 1.pdf](#)

11. APPEALS

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

SOB APPEALS: NONE

TAXI APPEALS: NONE

12. REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES

13. CLERK'S REPORT: NONE

14. ADDITIONAL COMMUNICATIONS

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

15. EXECUTIVE SESSION: NONE

16. ADJOURNMENT

James Green, Chairman

Danielle A. Farr-Ewing, Clerk of Council

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION TO REPEAL AMENDMENT NO. 1 TO RESOLUTION NO. 87 OF 2021 WHICH ADDED A CLAUSE TO THE CONTRACT BETWEEN THE CITY OF SHREVEPORT, LOUISIANA AND C. EDWARDS CONCEPT, LLC, REQUIRING A PERFORMANCE BOND BE PROVIDED BY THE CONTRACTOR, AND TO AMEND OTHER PORTIONS OF THE CONTRACT TO BE CONSISTENT WITH THE REQUEST FOR PROPOSAL, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	June 9, 2022	Public Works <u>COUNCIL DISTRICT</u>
		<u>SPONSOR</u>

PURPOSE

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

BACKGROUND INFORMATION

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

TIMETABLE

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

ATTACHMENT(S)

Exhibit "A" *Recycling Contract*

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

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

SOURCE OF FUNDS

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

ALTERNATIVES

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

RECOMMENDATION

Adopt the resolution as submitted.

FACT SHEET PREPARED BY:

Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. _____ OF _____

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

BY: COUNCILMEMBER

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESIDENTIAL RECYCLING AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

IV. Rates.

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

Year	Monthly Rate
2021-2026	\$158,333.00

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

V. Contractor Operational Obligation.

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

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

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

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

VI. Performance Assurances.

- a. Missed Collection. The percentage of Missed Collections of each bi-weekly pickup shall not exceed one percent (1%). A Missed Collection shall be resolved by the next business day, including Saturdays.
- b. Recordkeeping. Contractor shall, upon City request, make reports available to the City setting forth the tonnage of Recyclable Materials collected, the percentage of each material collected and processed under this Agreement.
- c. Maintenance of Financial Records and Audit Clause.
 - i. Contractor shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. Contractor shall retain all of its records and supporting documentation applicable to this Agreement with the City for a period of three (3) years, except as follows:
 - 1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
 - 2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of City. In the event Contractor's business operations cease to exist, Contractor agrees to turn over to City all of its records relating to this Agreement to be retained by City of the required period.
 - ii. Contractor agrees to permit City or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information City desires concerning Contractor's operations hereunder. City shall provide written notice prior to the execution of the provision. If Contractor or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Contractor agrees to deliver the records or have the records delivered to City's designated representative at an address designated by City within the City of Shreveport. If City's designated representative finds that the records delivered by Contractor are incomplete, Contractor agrees to pay City's representative's cost to travel to Contractor's office to audit or retrieve the complete records.
- d. Any requirements of confidentiality contained in the Contract shall be subject to the Public

VII. Insurance and Indemnification.

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

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

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

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

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

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

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

to ensure any disruption in service is limited.

XIV. Miscellaneous Provisions.

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

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

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

Contractor Address: C. Edwards Concepts, LLC

- e. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement or any waiver, change, modification or discharge is sought.
- f. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties or between the City and the MRF. The contractor shall at all-times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims which may arise, including Worker's Compensation claims under the Workers Compensation Act of the State of Louisiana or any other state, on behalf of said employees or other persons while so engaged in

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

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

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

WITNESSES:

1) _____

Print _____

2) _____

Print _____

WITNESSES:

1) _____

Print _____

2) _____

Print _____

CITY OF SHREVEPORT

BY: _____

Adrian Perkins, Mayor

Date: _____

C. EDWARDS CONCEPTS, LLC

BY: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

Insurance Requirements

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

1. Coverage and Limits of Liability

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

1.1. Commercial General Liability Insurance.

Commercial General Liability Insurance in an amount not less than a combined single limit to two million five hundred thousand dollars (\$2,500,000) *per occurrence*. **This policy should be endorsed to include the CITY as an additional insured.** It is the intent of the CITY that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than five million dollars (\$5,000,000).

1.2. Comprehensive Auto Liability Insurance.

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

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

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

2. Subcontractors

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

3. Qualified Insurance Carriers All required coverage provided shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an **A. M. Best rating of B+VII** or better. This rating requirement is waived on the Workers Compensations coverage only. The CITY reserves the right to inspect any and all insurance policies required pursuant to this AGREEMENT, prior to commencement of the services specified in the

AGREEMENT and anytime thereafter.

4. Waiver of Subrogation

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

5. Payment of Insurance Premium and Deductible

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

6. Notice of Claims

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

7. OSHA Compliance

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

8. Certificate of Insurance

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

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

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

FACT SHEET

TITLE

DATE

ORIGINATING
DEPARTMENT

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

June 7, 2022

SPAR

PURPOSE

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

BACKGROUND INFORMATION

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

FINANCES - \$16,500

TIMETABLE

Introduction: June 14, 2022

Final Passage: June 28, 2022

SPECIAL PROCEDURAL REQUIREMENTS:

None

DISCUSSION

None

ALTERNATIVE

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

CONCLUSION:

Alternative Number 1 is recommended

FACT SHEET PREPARED BY:

Shelly Ragle, SPAR

RESOLUTION NO. _____ OF 2022

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

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

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

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

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

WHEREAS, the efforts of Rho Omega provides a benefit to the public and serves a public purpose; and

WHEREAS, the City of Shreveport will serve as the co-sponsor of the annual Let the Good Times Roll Festival.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor is authorized to execute a Cooperative Endeavor Agreement with the Rho Omega and Friends, INC; substantially in accordance with the draft thereof which was filed for public inspection in the Office of the Clerk of Council.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the City of Shreveport, Louisiana, herein represented by its Mayor, Adrian Perkins, who is duly authorized to act herein, and hereinafter referred to as the **CITY**, and Rho Omega and Friends, Inc., a duly organized non-profit organization hereinafter referred to as **Contractor**, herein represented by _____, who is duly authorized to act herein and hereinafter referred to as **CONTRACTOR**.

WITNESSETH

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

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

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

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

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

WHEREAS, the event is expected to attract visitors from the surrounding communities and around the Ark-La-Tex; and

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

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

WHEREAS, **CITY** will serve as co-sponsor of the Let the Good Times Roll Festival.

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

I. SCOPE OF SERVICES

A. **CONTRACTOR** agrees to:

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

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

III. CHANGES TO SCOPE OF SERVICES

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

IV. SPECIAL PROVISIONS

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

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

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

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

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

(d). Comprehensive Auto Liability Insurance in an amount not less than a combined single limit of \$300,000 per occurrence. This policy shall provide coverage for all "owned", "non-owned" and "hired" vehicles. This policy should be endorsed to name the **CITY** as an additional insured.

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

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

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

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

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

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

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

8. If any part of the services specified by this Agreement are sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to **CITY**, shall be furnished to **CITY** by **CONTRACTOR**.

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

B. Term - The Initial Term of this Agreement shall commence upon execution of this Agreement by all parties and shall terminate at 11:59 p.m. on December 31, 2023, unless sooner terminated as provided herein.

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

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

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

V. MISCELLANEOUS PROVISIONS

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

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

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

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

C. **RIGHT TO AUDIT**

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

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

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

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

F. The **CONTRACTOR** agrees that if any execution or legal process be levied upon its interest in this Agreement, or if any valid liens or privileges be filed against its interest, or if any petition in bankruptcy be filed against

it, or if it is adjudicated bankrupt in involuntary proceedings, the **CITY** shall have the right at its option to immediately cancel and terminate this Agreement.

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

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

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

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

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

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

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

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

If to **CITY**:

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

If to **CONTRACTOR**:

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

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

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

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

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

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

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

WITNESSES

CITY OF SHREVEPORT

BY: _____
Adrian Perkins, Mayor

WITNESSES

Rho Omega and Friends, Inc.

BY: _____

FACT SHEET

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

PURPOSE

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

BACKGROUND INFORMATION

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

FINANCES

State of Louisiana Funding:	\$200,000
-----------------------------	-----------

TIMETABLE

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

SPECIAL PROCEDURAL REQUIREMENTS:

None

DISCUSSION

None

ALTERNATIVE

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

CONCLUSION:

Alternative Number 1 is recommended

FACT SHEET PREPARED BY:

Shelly Ragle, SPAR

RESOLUTION NO. _____ OF 2022

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor is authorized to execute an Agreement with “the State” substantially in accordance with the draft thereof which was filed for public inspection in the Office of the Clerk of Council.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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

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

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

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

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

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

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

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

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

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

FACT SHEET PREPARED BY: Frederick Lewis
Department of Community Development

RESOLUTION NO. _____ of 2022

RESOLUTION STATING THE CITY OF SHREVEPORT'S APPROVAL OF STUDIO NETWORK – SHREVEPORT I, LLC PARTIAL TRANSFER OF OWNERSHIP TO 624 DOWNTOWN LOFTS, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

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

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

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

WHEREAS, this project is located in a Downtown Development District; and

WHEREAS, this project is a commercial property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby approves the partial transfer of ownership of the property located at 624 Downtown Lofts, Shreveport, Louisiana by **Studio Network – Shreveport I, LLC to 624 Downtown Lofts, LLC**.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Restoration Tax Abatement Program Partial Transfer of Ownership to New Company - (Const 7 21)

Project ID: 20150237-RTA

Date Received: 3/15/2022

PROJECT INFORMATION

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

REQUEST PARTIAL TRANSFER OF OWNERSHIP

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

Explain the reason for change in ownership:

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

Effective Date of Change: 2/11/2022"

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

FEES

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

ATTACHMENTS

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

PAYMENTS

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

PROJECT CONTACTS

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

CONTRACT SIGNATORY

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

Title: Managing Partner

First Name: Mark

Last Name: Yates

Email Address: myates@centrapartners.com

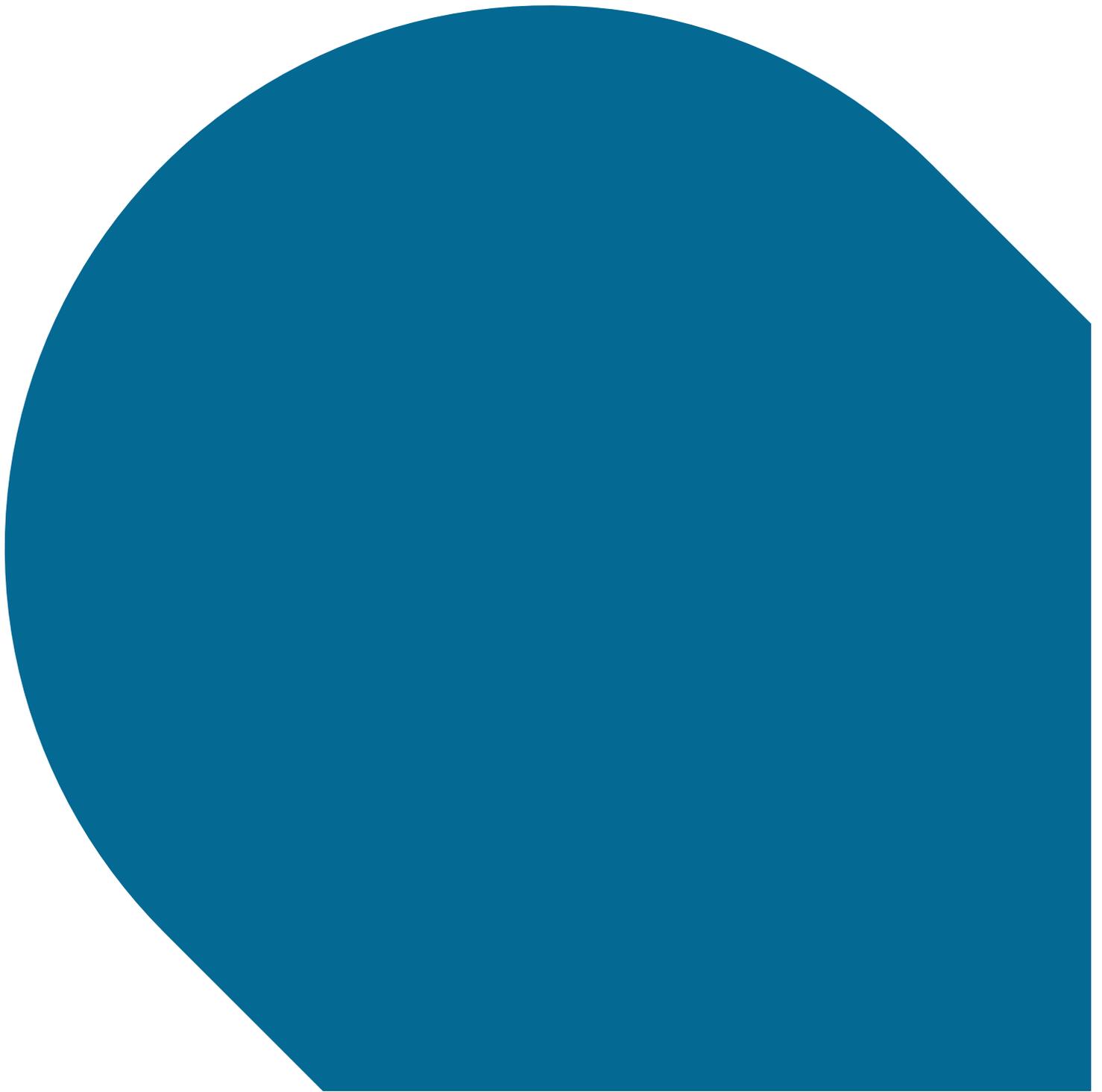
CERTIFICATION STATEMENT

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

FORM SIGNATURE

I, **Mark Yates**

, approve the above information.



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

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

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

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

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

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

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

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

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

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

FACT SHEET PREPARED BY: Frederick Lewis
Department of Community Development

RESOLUTION NO. _____ of 2022

RESOLUTION STATING THE CITY OF SHREVEPORT'S APPROVAL OF STUDIO NETWORK – SHREVEPORT I, LLC PARTIAL TRANSFER OF OWNERSHIP TO LAS PALMAS GROUP LOFTS, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

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

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

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

WHEREAS, this project is located in a Downtown Development District; and

WHEREAS, this project is a commercial property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby approves the partial transfer of ownership of the property located at 624 Downtown Lofts, Shreveport, Louisiana by **Studio Network – Shreveport I, LLC** to **Las Palmas Group Lofts, LLC**.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Restoration Tax Abatement Program Partial Transfer of Ownership to New Company - (Const 7 21)

Project ID: 20150237-RTA

Date Received: 4/5/2022

PROJECT INFORMATION

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

REQUEST PARTIAL TRANSFER OF OWNERSHIP

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

Explain the reason for change in ownership:

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

Effective Date of Change: 2/11/2022"

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

FEES

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

ATTACHMENTS

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

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

PAYMENTS

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

PROJECT CONTACTS

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

CONTRACT SIGNATORY

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

Title: Managing Partner

First Name: Barry

Last Name: Nisen

Email Address: barrynisen1@gmail.com

CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of

any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Barry Nisen**

, **approve the above information.**

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

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

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

PURPOSE

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

BACKGROUND INFORMATION

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

TIMETABLE

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

ATTACHMENTS

N/A

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

N/A

SOURCE OF FUNDS

N/A

ALTERNATIVES

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

RECOMMENDATION

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

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

RESOLUTION NO. ___ OF 2022

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

BY: COUNCILMEMBER _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Repealer. All resolutions in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

RESOLUTION NO. ____ OF 2022

A RESOLUTION TO SUPPORT THE GEOGRAPHIC INFORMATION SYSTEM (GIS) HUMANITIES LABORATORY AT LOUISIANA STATE UNIVERSITY – SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER: JAMES GREEN

WHEREAS, the Geographic Information System (GIS) Humanities Laboratory at Louisiana State University – Shreveport (LSUS) will be the only GIS laboratory in the region to examine, study, and analyze data from a humanities point of view; and

WHEREAS, the GIS laboratory will be a repository for census, crime, manpower, nutrition, blight, urban planning, business trend analysis, watershed, environmental, and other societal impacts; and

WHEREAS, the GIS laboratory will be a research engine for faculty, students, community activists, and citizens; in addition, the lab would offer assistance for local, regional, state, and federal governments; and

WHEREAS, the GIS laboratory will be a digital library of historical and geographical data, such as floods, voting patterns, population changes, and human settlement; and

WHEREAS, the GIS laboratory will consist of ten GIS research grade computers for students and researchers and an additional computer for faculty; and

WHEREAS, the GIS laboratory will aid in recruitment of students pursuing GIS degree programs; and

WHEREAS, the data will be presented on large format wall displays and a projection unit for all those attending to view the data and analysis; and

WHEREAS, the GIS laboratory will serve the public providing long term research.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby supports the Geographic Information System (GIS) Humanities Laboratory at Louisiana State University – Shreveport.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA**

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for Purchase of a New Medic Unit for Shreveport Fire Department RFP #22-809 and to otherwise provide with respect thereto.	June 22, 2022	Purchasing Division <u>CITY COUNCIL DISTRICT</u> District G <u>SPONSOR</u>

PURPOSE

To authorize the Purchasing Agent, or her designee, to reject the proposal received for RFP 22-809.

BACKGROUND INFORMATION

On May 3, 2022, two (2) bids were received for Purchase of New Medic Unit for Shreveport Fire Department RFP #22-809. One was non-responsive, and the other proposal submitted totaled \$316,168.94 and the budget amount was \$251,000.

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

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

<u>TIMETABLE</u>	<u>ATTACHMENT(S)</u>
Introduction: June 28, 2022 Final Passage: June 28, 2022	NA

SPECIAL PROCEDURAL REQUIREMENTS

NA

FINANCES

NA

SOURCE OF FUNDS

NA

ALTERNATIVES

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

RECOMMENDATION

It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY: DeReka Abner-Mims, Senior Buyer
Purchasing Division

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA, PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR PURCHASE OF A NEW MEDIC UNIT FOR SHREVEPORT FIRE DEPARTMENT RFP #22-809 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, on May 3, 2022, one (2) proposals was received as a result of solicitation for Purchase of a New Medic Unit for Shreveport Fire Department (RFP 22-809);

WHEREAS, responsive bid was over the project budget; and

WHEREAS, pursuant to Shreveport City Charter [Sec. 10.07](#), the Purchasing Agent may reject any and all proposals and readvertise for proposals 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, any and all proposals, a request for proposal, 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; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the Purchasing Agent, or her designee, is hereby authorized to reject all proposal(s) received for #RFP 22-809.

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:

RESOLUTION NO. _____ OF 2022

A PROCLAMATION (RESOLUTION) ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD TO FILL THE VACANCY IN THE OFFICE OF CITY MARSHAL, CITY OF SHREVEPORT, FOR THE UNEXPIRED TERM THEREOF; TO SET THE DATES THERE FOR AND OTHER PERTINENT MATTERS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY:

WHEREAS, the late Honorable Charlie Caldwell, Jr. served as the City Marshal of the City of Shreveport with distinction; and

WHEREAS, City Marshal Caldwell passed creating a vacancy in the Office of City Marshal, City of Shreveport; and

WHEREAS, the unexpired term of said office exceeds one year; and

WHEREAS, the jurisdiction of the City Court is wholly within the municipal City limits; and

WHEREAS, the City Council as the governing authority of the City of Shreveport is therefore required to call an election to fill the unexpired term of said office by La. R.S. 18:604.

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

Section 1. That, as required by and pursuant to law, an election shall be and the same is hereby called to elect a successor to the office of City Marshal, City of Shreveport, to serve the unexpired term of said vacant office.

Section 2. That, in accordance with La. R.S. 18:604 and 18:402, the primary election to elect a successor to the unexpired term shall be held on March 25, 2023, and the general election, should it be necessary, shall be held on April 29, 2023; both elections to be held within the boundaries of the City of Shreveport, State of Louisiana, in compliance with the provisions of the Louisiana Election Code.

Section 3. That the Clerk of Council shall publish this proclamation in the official journal of the City of Shreveport, Caddo Parish, and Bossier Parish.

Section 4. That the polling place Commissioners and the polling places for this election shall be the same as those designated within the City of Shreveport, for the primary election on

March 25, 2023 and the general election on April 29, 2023, to elect other public officials in accordance with the provisions of the Louisiana Election Code.

Section 5. That the qualifying period for the primary election shall open on January 25, 2023 and shall close on January 27, 2023.

Section 6. That the Clerk of Council be and is hereby empowered, authorized, and directed to execute and furnish any certification, form, proclamation, or ancillary requirement for the proper holding of said election.

Section 7. That the Clerk of Council shall forward certified copies of this Resolution by certified or registered mail immediately to the Louisiana Secretary of State, Bossier Parish Clerk of Court, and Caddo Parish Clerk of Court in accordance with La. R.S. 18:604.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A resolution authorizing the use of certain equipment by SportsSpectrum Race Management and to otherwise provide with respect thereto.	June 7, 2022	SPAR <u>Council District</u> CITYWIDE <u>Sponsor</u>

PURPOSE

To authorize the use of city-owned equipment by SportSpectrum Race Management for various road races in 2022 and 2023.

BACKGROUND INFORMATION

Sportspectrum Race Management will host various road races in 2022 and 2023. The City of Shreveport has supported these events for many years by providing the use of the City's bicycle barricades and staging. These annual events draw thousands of walkers and runners to the City. The events are considered some of the largest and most successful runs in the region.

FINANCES

Value of Equipment	\$8,020.00	350 barricades @22.00=\$7,700 Stage=\$350.00
--------------------	------------	---

TIMETABLE

Introduction:	June 28, 2022
Final Passage:	July 12, 2022

SPECIAL PROCEDURAL REQUIREMENTS:

None

DISCUSSION

None

ALTERNATIVE

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

CONCLUSION:

Alternative Number 1 is recommended

FACT SHEET PREPARED BY:

Shelly Ragle, SPAR

A RESOLUTION AUTHORIZING THE USE OF CERTAIN EQUIPMENT BY SPORTSPECTRUM RACE MANAGEMENT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City desires to participate in programs which directly benefit the citizens of the City by participating in wholesome activities, particularly those programs and events that provide healthy activities and that promote healthy recreational activities and other which serve to benefit the entire community; and

WHEREAS, Sportspectrum Race Management, desires to provide several races throughout the year, and

WHEREAS, the events are sponsored by Sportspectrum Race Management, and are some of the largest and most successful races in the City and Region; and

WHEREAS, more than five thousand walkers, runners, and race spectators are expected to participate in the events throughout the year which will provide a significant impact on the health of the community.

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 bicycle barricades, a stage, and other city-owned equipment by Sportspectrum Race Management for various races in 2022 and 2023 is hereby approved:

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE NO. 90 OF 2022

AN ORDINANCE TO AMEND SECTION 10-84 OF CHAPTER 10 OF THE CODE OF ORDINANCES RELATIVE TO PHYSICAL SEPARATION OF SALES OF HIGH ALCOHOL CONTENT LIQUOR FOR CONSUMPTION OFF THE PREMISES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBERS: GRAYSON BOUCHER, LEVETTE FULLER, AND JOHN NICKELSON

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 10-84 of the Code of Ordinance of the City of Shreveport, is hereby amended as follows:

Delete Section 10-84 and insert a new Section 10-84 as follows:

Sec. 10-84. - Sales of high alcoholic content liquors for consumption off the premises.

Any retail dealer engaged in the sale, barter, exchange or dispensing of alcoholic beverages of high alcohol content for off-premise consumption, shall obtain a "Class "B" (L)" alcohol beverage permit and shall meet the following requirements:

- (a) Operates as a place of business where alcoholic beverages are sold for off-premise consumption only.
- (b) Does not offer for sale, sell, or otherwise distribute motor fuel at the licensed establishment.
- (c) May sell alcoholic beverages of high and low content, including frozen specialty beverages, in closed containers prepared for transportation and consumption off the premises only. Frozen specialty drinks shall only be sold at establishments where the primary commodity is alcohol.
- (d) Has a public habitable floor area of no less than one thousand (1000) square feet.
- (e) Does not allow any person under the age of eighteen (18) to handle, serve or sell alcohol.
- (f) Does not allow the consumption of any alcoholic beverage, for any purpose or reason, on or about the licensed establishment without first applying for and receiving approval from the Chief of Police or his/her designee for a special temporary alcohol tasting permit.
- (g) Does not permit the mixing of beverages of high alcohol content, or the sale and/or service of mixed beverages of high alcohol content, on the premises of the licensed establishment; however, the mixing of frozen specialty beverages may be permitted.

- (h) Shall not allow any person under the age of twenty-one (21) on the premise where alcohol is the primary commodity.

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

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

TITLE

An ordinance to amend Chapter 10, Article IV, Division 2, Section 10-175 of the Code of Ordinances regarding hours of operation for retail dealer of alcohol – non-downtown zoning districts, and to otherwise provide with respect thereto.

DATE

June 28, 2022

ORIGINATING DEPARTMENT

City Council

COUNCIL DISTRICT

City-Wide

SPONSOR

Councilman Jerry Bowman, Jr.

PURPOSE

To amend the hours of operation for retail dealers of alcohol for on-premise consumption in non-downtown zoning districts.

BACKGROUND INFORMATION

The current hours of operation for a retail dealer of alcohol for on-premise consumption in a non-downtown zoning district is between the hours of 6:00 a.m. and 4:00 a.m. on any day of the week. This ordinance reduces those hours to between the hours of 6:00 a.m. and 2:00 a.m. for on-premise consumption.

TIMETABLE

Introduction: June 28, 2022
Final Passage: July 12, 2022

ATTACHMENTS

NA

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES

NA

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 this ordinance be adopted.

FACT SHEET PREPARED BY: Danielle A. Farr Ewing
Clerk of Council

ORDINANCE NO. 91 OF 2022

AN ORDINANCE TO AMEND CHAPTER 10, ARTICLE IV, DIVISION 2, SECTION 10-175 OF THE CODE OF ORDINANCES REGARDING HOURS OF OPERATION FOR RETAIL DEALER OF ALCOHOL – NON-DOWNTOWN ZONING DISTRICTS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER: JERRY BOWMAN, JR.

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that: Chapter 10, Article IV, Division 2, Section 10-175 of the Code of Ordinances of the City of Shreveport, is hereby amended to read as follows:

Sec. 10-175. - Hours of operation for retail dealer of alcohol—Non-downtown zoning districts.

(a) *On-premises consumption—Non-downtown zoning districts.*

- (1) *Permissible hours to sell, serve, handle or dispense alcohol for on-premises consumption.* The retail dealer is hereby permitted to sell, serve, handle or dispense alcohol beverages with high and/or low content for on-premises consumption within the city between the hours of 6:00 a.m. and 2:00 a.m. on any day of the week.
- (2) *Prohibited hours to sell, serve, handle or dispense alcohol for on-premises consumption.*
 - a. *Prohibited hours.* The retail dealer is hereby prohibited to sell, serve, handle or dispense alcohol beverages with high and/or low alcoholic content for on-premises consumption within the city between the hours of 2:01 a.m. and 5:59 a.m. on any day of the week.
 - b. *Zoning districts.* This prohibition is applicable to all city zoning districts except as follows: All D-1 downtown zoning districts are exempt from the prohibition except for the D-1 CMU (downtown commercial mixed-use zoning sub-district) shall comply with the prohibition.
- (3) *Retail dealers where the primary commodity sold is alcohol for on-premises consumption are required to be closed for all business during certain hours.*
 - a. *Prohibited hours.* Any retail dealer where the primary commodity sold is alcohol for on-premises consumption shall be closed for all business between the hours of 2:01 a.m. and 5:59 a.m. on any day of the week. This includes, but is not limited to, bars and cocktail lounges.
 - b. *Zoning districts.* This prohibition is applicable to all city zoning districts except as follows: All D-1 downtown zoning districts are exempt from the prohibition except for the D-1 CMU (downtown commercial mixed-use zoning sub-district) shall comply with the prohibition.

- c. *Persons prohibited from being on the premises.* No person shall be allowed to remain on the premises between the hours of 2:01 a.m. and 5:59 a.m. on any day of the week except permit holders, paid employees and contractual service workers. Any other individuals must leave the premises and remain off said premises continuously during prohibited hours.

BE IT FURTHER ORDAINED that the remainder of Chapter 10, Article IV, Division 2 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 affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	6/2/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

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

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

TIMETABLE

Introduction: **June 14, 2022**

Final
Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$146,700

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Section 2 (Appropriations):

Decrease Operating Reserves by \$146,700

Increase Transfer to Capital Projects by \$146,700

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 170 of 2021 shall remain unchanged and in full force and effect.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	6/2/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Bowman

PURPOSE

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

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

TIMETABLE

Introduction: **June 14, 2022**

Final
Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$146,700

SOURCE OF FUNDS

Streets Special Revenue Fund Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Program C – Streets Improvements:

Establish project entitled **1700 – 1800 San Jacinto Avenue Improvement (C22008)** at \$146,700. Funding source \$146,700 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.	6/3/22	City Council/Legislative
		SPONSOR OR COUNCIL MEMBER
		Councilman Nickelson

PURPOSE

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

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

TIMETABLE

Introduction: **June 14, 2022**

Final
Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$85,000

SOURCE OF FUNDS

| General Government Operating Reserves

CONCLUSION

FACT SHEET PREPARED BY: Jacqueline M. White
Council Analyst

ORDINANCE NO. _____ OF 2022

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE
GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT
THERETO**

BY: Councilman John Nickelson

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

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

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

In Section 2 (Appropriations):

General Government

Decrease Operating Reserves by \$85,000

Increase Other Charges by \$85,000

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	6/14/2022	AIRPORTS
		SPONSOR OR COUNCIL MEMBER
		SAME

PURPOSE

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

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

BACKGROUND INFORMATION

An Ordinance amending the 2022 Airport Capital Improvements Fund Budget for the following project at the Shreveport Regional Airport:

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

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

TIMETABLE

Introduction: **June 14, 2022**

Final Passage: **June 28, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

SOURCE OF FUNDS

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

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

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

CONCLUSION

The Shreveport Airport Authority recommends approval of this ordinance.

FACT SHEET PREPARED BY: Nelda Garza, Confidential Secretary

ORDINANCE NO. _____ OF 2022

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

BY: COUNCILMEMBER

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

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

In Program H (Airports Projects):

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

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

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

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

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

PURPOSE

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

All

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

TIMETABLE

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

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

\$416,400

SOURCE OF FUNDS

General Fund

CONCLUSION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY:

Thea R. Scott, Department of Community Development

ORDINANCE NO. _____ OF 2022

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

BY:

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

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

In Section 1. (Estimated Receipts):

<u>Fiscal Year 2021 Funds:</u>	
General Fund CY 2022	\$416,400.00
Grand Total	\$416,400.00

In Section 2. (Appropriations):

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

Adjust totals and subtotals accordingly.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u> 6/6/2022	<u>ORIGINATING DEPARTMENT</u> Administration/Finance <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u>
---	--------------------------------	--

PURPOSE
To amend the 2022 General Fund Budget.

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

<u>TIMETABLE</u> Introduction: June 14, 2022 Final Passage: June 28, 2022	<u>ATTACHMENT(S)</u>
--	-----------------------------

SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCES</u> \$416,400	<u>SOURCE OF FUNDS</u> General Fund Operating Reserves
-------------------------------------	--

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

RECOMMENDATION
It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY: Alexis James, ACAO

ORDINANCE NO. _____ OF 2022

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

BY COUNCILMEMBER:

WHEREAS, the City Council finds it necessary to amend the 2022 General Fund Budget.

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

Ordinance Number 154 of 2021, the 2022 General Fund Budget, is hereby amended as follows:
In Section 1. (Receipts):

In Section 2. (Appropriations):

General Government

Decrease Operating Reserves by \$416,400

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

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 154 of 2021 as amended, shall remain unchanged and in full force and effect.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

<u>TITLE</u> AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	<u>DATE</u> 6/01/2022	<u>ORIGINATING DEPARTMENT</u> Administration/Finance <u>COUNCIL DISTRICT</u> All <u>SPONSOR</u>
---	---------------------------------	--

PURPOSE
To amend the 2022 General Fund Budget.

BACKGROUND INFORMATION

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

<u>TIMETABLE</u> Introduction: June 14, 2022 Final Passage: June 28, 2022	<u>ATTACHMENT(S)</u>
--	-----------------------------

SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

<u>FINANCES</u> \$9,000	<u>SOURCE OF FUNDS</u> General Fund Operating Reserves
-----------------------------------	--

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

RECOMMENDATION
It is recommended that the City Council adopt the ordinance.

FACT SHEET PREPARED BY:

ORDINANCE NO. _____ OF 2022

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

BY COUNCILMEMBER:

WHEREAS, the City Council finds it necessary to amend the 2022 General Fund Budget.

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

Ordinance Number 154 of 2021, the 2022 General Fund Budget, is hereby amended as follows:

In Section 1. (Receipts):

In Section 2. (Appropriations):

General Government

Decrease Operating Reserves by \$9,000

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

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance 154 of 2021 as amended, shall remain unchanged and in full force and effect.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

TITLE

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

ORIGINATING DEPARTMENT

SPAR

COUNCIL DISTRICT

All

SPONSOR

PURPOSE

To amend the 2022 General Fund Budget

BACKGROUND INFORMATION

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

TIMETABLE

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

ATTACHMENT(S)

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

\$49,000

SOURCE OF FUNDS

General Fund Operating Reserves

ALTERNATIVES

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

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Kasey Brown, Interim CFO

ORDINANCE NO. 88 OF 2022

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

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

WHEREAS, the City Council finds it necessary to amend the 2022 General Fund Budget.

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

In Section 2. (Appropriations):

General Government

Decrease the operating reserves by \$49,000

SPAR

Increase Improvement and Equipment by \$49,000

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FACT SHEET

CITY OF SHREVEPORT, LOUISIANA

<p><u>TITLE</u></p> <p>AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2022, OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; PRESCRIBING THE FORM OF, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF TO THE PROJECT (AS DEFINED HEREIN); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.</p>	<p><u>DATE</u></p> <p>June 8, 2022</p>	<p><u>ORIGINATING DEPARTMENT</u></p> <p>City Attorney’s Office</p> <p><u>COUNCIL DISTRICT</u></p> <p>City-wide</p> <p><u>SPONSOR</u></p>
---	---	---

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

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

<p><u>TIMETABLE</u></p> <p>Introduction: June 14, 2022</p> <p>Final Passage: June 28, 2022</p>	<p><u>ATTACHMENTS</u></p> <p>n/a</p>
---	---

SPECIAL PROCEDURAL REQUIREMENTS

<p><u>FINANCES</u></p> <p>N/A</p>	<p><u>SOURCE OF FUNDS</u></p> <p>The Bonds will be secured by and payable solely from unlimited ad valorem taxes on all of the taxable property within the boundaries of the City (the "Tax") pursuant to the Election and the approval by the voters.</p>
--	--

ALTERNATIVES

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

RECOMMENDATION

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

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

ORDINANCE NO. ___ OF 2022

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

BY:

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

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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS AND INTERPRETATION

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

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

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds.

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

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

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

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u> \$	<u>Interest</u> <u>Rate</u> %
----------------------------------	---	-------------------------------------

SECTION 2.3. Purpose of the Bonds. The Bonds are being issued by the Issuer for the purpose of the Project as described in the preambles hereto.

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

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

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

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

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

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

ARTICLE III
SALE OF BONDS

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

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

ARTICLE IV
GENERAL TERMS AND PROVISIONS OF THE BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

CREATION OF FUNDS /APPLICATION OF BOND PROCEEDS

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

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

and maintained with the Paying Agent; and

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

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

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

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

provisions of Section 3(b) hereof.

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

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

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

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

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

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

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

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

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

ARTICLE VI

REDEMPTION OF BONDS

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

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

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

*Final Maturity

SECTION 6.3. Notice of Redemption.

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

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

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

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

ARTICLE VII

ISSUER COVENANTS

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

SECTION 7.02 (Reserve)

SECTION 7.03. Tax Covenants.

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

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

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

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

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

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

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

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

ARTICLE VIII

SUPPLEMENTAL BOND ORDINANCES

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

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

inconsistent with this Bond Ordinance as theretofore in effect;

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

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

ARTICLE IX
REMEDIES ON DEFAULT

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

ARTICLE X
CONCERNING FIDUCIARIES

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

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

ARTICLE XI
CONTINUING DISCLOSURE UNDERTAKING

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

ARTICLE XII
MISCELLANEOUS

SECTION 12.1. Defeasance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT "A"
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Municipal Advisor" shall mean Government Consultants.

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

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

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

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

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

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

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

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

"State" shall mean the State of Louisiana.

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

EXHIBIT "B"
FORM OF BOND

No. R-__

Principal Amount: _____

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

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CADDO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Optional Redemption

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

Mandatory Sinking Fund Redemption

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

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

*

*Final Maturity

Notice of Redemption

(a)

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

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

(b)

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

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

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

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

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

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

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

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

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

**CITY OF SHREVEPORT
STATE OF LOUISIANA**

By: _____
Adrian Perkins, Mayor

By: _____
Kasey Brown, Finance Director

ATTEST:

By: _____
Danielle Farr-Ewing, Clerk of Council

**PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

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

REGIONS BANK, as Paying Agent

By: _____
Kesha A. Jupiter, Vice President

DATE OF AUTHENTICATION: _____, 2022

ASSIGNMENT

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

SOCIAL SECURITY OR FEDERAL EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee)

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

Dated: _____

Signature of Registered Owner:

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

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

CERTIFICATE AS TO LEGAL OPINION

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

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

Danielle Farr-Ewing, Clerk of Council

[BOND COUNSEL OPINION TO COME]

EXHIBIT "C"
FORM OF BOND PURCHASE AGREEMENT

[TO BE PROVIDED BY UNDERWRITERS COUNSEL]

EXHIBIT "D"

FORM OF PROJECT FUND REQUISITION

WITH RESPECT TO

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

Origin Bank

Attention: _____

Date: _____, 20__

Requisition Number: _____

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

Name and Address of Payee:

Amount of Payment: _____ from the Project Fund.

Purpose of Payment:

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

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

Paid: _____, 20__

Authorized Officer

By: _____

Title: _____

FACT SHEET

**CITY OF SHREVEPORT,
LOUISIANA**

TITLE
A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

DATE
12/21/2021

ORIGINATING DEPARTMENT
City Council
COUNCIL DISTRICT

SPONSOR
COUNCILMAN JAMES GREEN

PURPOSE

To support and consent to the City of Shreveport, District F, creating a TIF district – a public improvement district.

BACKGROUND INFORMATION

La. R S. 33:9038.32(3) requires that, “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

This resolution is to consent to the City of Shreveport, District F, for the creation of a TIF district wholly within the bounds shown in Exhibits A and B.

TIMETABLE

Introduction: December 28, 2021
Final Passage: December 28, 2021

ATTACHMENT(S)

Exhibit A
Exhibit B

SPECIAL PROCEDURAL REQUIREMENTS

ALTERNATIVES

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

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Manushka Gracia-Desgage,
Assistant City Attorney

RESOLUTION NO. ____ OF 2021

A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY COUNCILMEMBER: JAMES GREEN

WHEREAS, the City of Shreveport, District F, is considering the creation of a TIF district with the boundaries shown in EXHIBITS A and B, and;

WHEREAS, the boundaries of the district lie wholly within the City of Shreveport; and

WHEREAS, per La. R S. 33:9038.32(3), “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

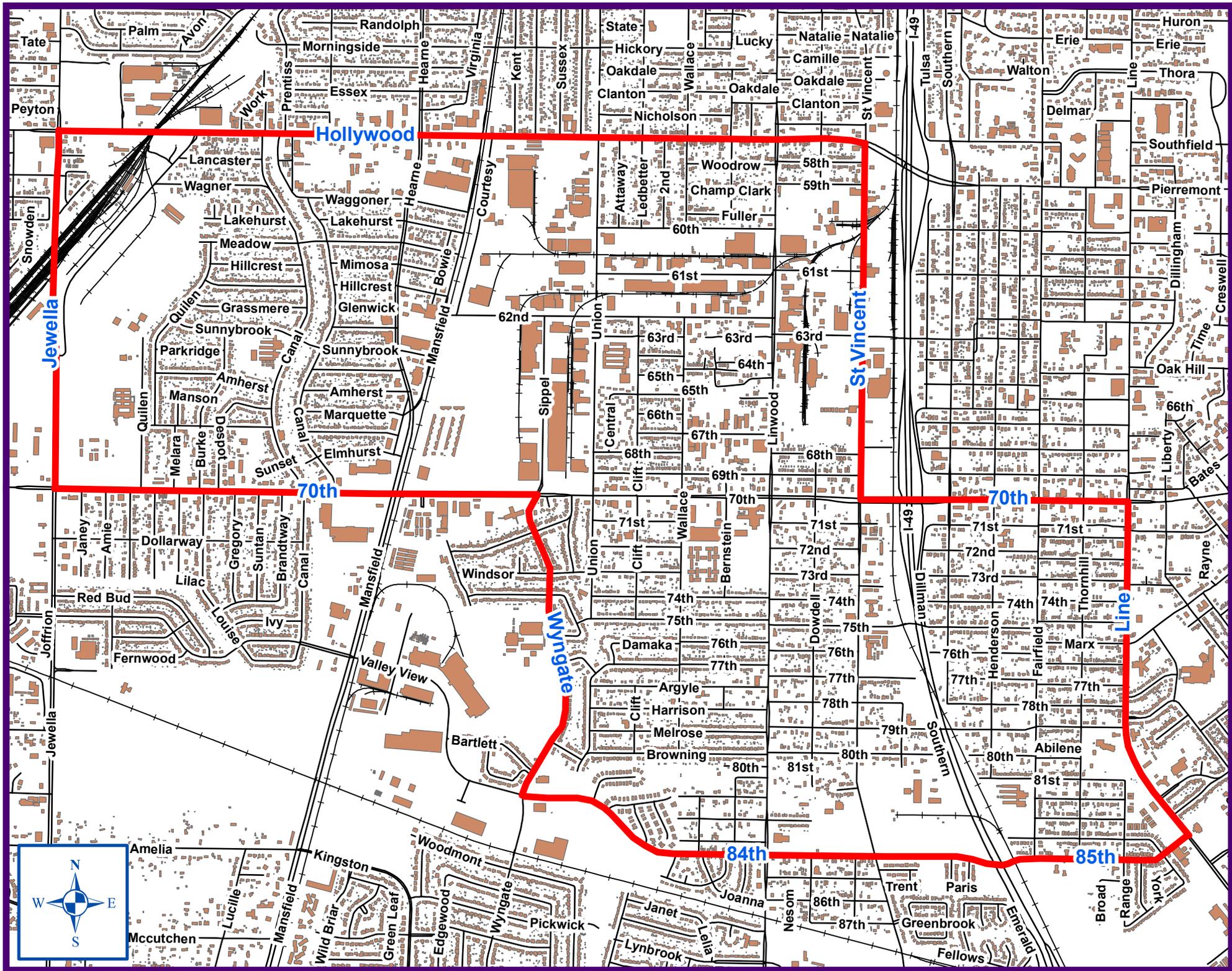
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the City of Shreveport consents to Caddo Parish’s establishment of the “Amazon TIF District, State of Louisiana,” with the boundaries shown in EXHIBIT A, said boundaries lying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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney’s Office



North:

Starts at Jewella & Hollywood and continues until Hollywood & St. Vincent Avenue:

East:

Starts at Hollywood and St. Vincent Avenue and runs southward to the intersection St. Vincent and 70th Street and continues east on 70th street to Line Ave and continues south on Line Avenue and stops at the Line Avenue and East 84th Street.

South:

Starts at Line Avenue and East 84th Street and continues west until Wyngate Blvd. Continues North on Wyngate Blvd to the intersection of Wyngate and 70th and continues west until Jewella.

West:

Start at West 70th and Jewella and continue north and stop at Hollywood Avenue.

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO DEMOLITION DELAY IN THE DOWNTOWN DEVELOPMENT DISTRICT AND OTHERWISE PROVIDING WITH RESPECT THERETO	06/3/2021	SPONSOR OR COUNCILMEMBER COUNCILWOMAN FULLER

PURPOSE

This ordinance will reduce the automatic demolition delay of property located in the Downtown Development District in the absence of good cause shown for an extended delay period.

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

BACKGROUND INFORMATION

Section 22.3 of the City of Shreveport Code of Ordinances currently provides for a delay of 180 days prior to the issuance of a demolition permit for structures located in the Downtown Development District. In an effort to allow for more efficient elimination of blighted property and improve the overall appearance of downtown Shreveport, this proposed ordinance seeks to reduce the amount of time for delay of the demolition of property located in the Downtown Development District to 30 days and requires good cause be shown as to why a demolition delay should be extended up to 180 days.

TIMETABLE

Introduction: **June 8, 2021**

Final Passage: **June 22, 2021**

SPECIAL PROCEDURAL REQUIREMENTS**FINANCES**

N/A

SOURCE OF FUNDS

N/A

CONCLUSION

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

FACT SHEET PREPARED BY:

Thea R. Scott, Deputy City Attorney

ORDINANCE NO. _____ OF 2021

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF
CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF
ORDINANCES RELATIVE TO DEMOLITION DELAY IN
THE DOWNTOWN DEVELOPMENT DISTRICT AND
OTHERWISE PROVIDING WITH RESPECT THERETO**

BY COUNCIL MEMBER: FULLER

WHEREAS, the City of Shreveport desires to more effectively eliminate the presence of blighted property within the Downtown Development District; and

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 22, Article I is hereby amended and re-enacted to read as follows:

Chapter 22 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I- IN GENERAL

Sec. 22-3. Demolition delay in the Downtown Development District.

- (a) Any application for a demolition permit involving a structure in the Downtown Development District, as defined in R.S. 33:2740.38, shall be delayed 30 days from the date of filing of any application for a demolition permit in an attempt to secure an alternative purchaser/use.
- (b) When any application for a demolition permit is delayed pursuant to this section, the chief building official shall, within 10 days of receipt of the application notify the director of the downtown development authority of the application.
- (c) The city council may allow an extension of demolition delay for up to 180 days retroactive to the date of the filing of any application for a demolition permit only upon a showing of good cause at a public hearing requested by the director of the downtown development authority prior to the elapse of the initial 30 day demolition delay.
- (d) The city council shall have the authority to approve the immediate issuance of a demolition permit by resolution at any time.
- (e) Nothing in this section shall be construed to limit any procedural requirement relative to properties lying within any Historic Preservation Overlay District.

(Ord. No. 124, 2019 , 9-24-19)

BE IT FURTHER ORDAINED that the remainder of Chapter 22, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

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

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

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

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

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

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

An Ordinance amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto.

DATE**ORIGINATING DEPARTMENT**

Shreveport Police Department

COUNCIL DISTRICT

City-wide

SPONSORS**PURPOSE**

This ordinance amends Section 10-69 to the Code of Ordinances to update the ABO card processing fees; and to provide for the fees related to the respective classes of ABO employee cards.

BACKGROUND INFORMATION

The Shreveport Police Department ABO office proposes that upon the adoption of legislation that establishes two (2) classes of ABO employee handling cards the processing fees for the respective classes of cards is amended in relation thereto. This ordinance proposes that the current processing fees are increased from \$24.00 to \$40.00; and the replacement fee reduced from \$24.00 to \$20.00.

TIMETABLE

Introduction: October 12, 2021

Final Passage: October 26, 2021

ATTACHMENTS

2

SPECIAL PROCEDURAL REQUIREMENTS

N/A

FINANCES

NA

SOURCE OF FUNDS

NA

ALTERNATIVES

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

RECOMMENDATION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Corporal Carlos Glass-Bradley, Police

ORDINANCE NO. _____ OF 2021

AN ORDINANCE AMENDING SECTION 10-69 OF CHAPTER 10, ARTICLE IV, DIVISION 2 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES WITH RESPECT TO THE FEE AND TERM FOR ALCOHOLIC BEVERAGE HANDLING EMPLOYEE CARDS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that a new Section 10-69 be hereby added to Chapter 10 of the City of Shreveport, Louisiana Code of Ordinances to read as follows: **Sec. 10-69. – Fee and Term**

Sec. 10-69. - Fee and term.

- (a) Alcoholic beverage handling employee cards shall expire two years from the date of issuance.
- (b) A processing fee of \$40.00 will be charged for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.
- (c) In addition to the fee provided in subsection (b) of this section and, except as otherwise provided in subsection (e) of this section, a processing fee of \$26.00 will be charged for a criminal history check for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.
- (d) A fee of \$20.00 will be charged for replacement of an alcoholic beverage handling employee card that is valid and in effect at the time of re-issuance. The expiration date for the replacement card shall be the same as the date on the original alcoholic beverage handling employee card. A

processing fee for a criminal history check shall not be charged for replacement of an alcoholic beverage handling employee card that is valid at the time of re-issuance.

(e) In the event that multiple cards are applied for at the same time (i.e., alcoholic beverage handling employee card and sexually oriented business employee card), only one processing fee for a criminal history check will be charged.

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

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

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office