



NOTICE OF PUBLIC MEETING  
Notice Posted: 7/8/2022 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 July 11, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, July 12, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

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**ADMINISTRATIVE CONFERENCE**

**July 11, 2022**

**AND**

**CITY COUNCIL MEETING AGENDA**

**July 12, 2022**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE/CITY COUNCIL/SPECIAL MEETING**  
[June 27, 2022](#) [June 27, 2022-sm](#) [June 28, 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

**[Resolution No. 91 of 2022](#): 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**

**[Resolution No. 92 of 2022](#): 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**

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: NONE

8. CONSENT AGENDA LEGISLATION

A. TO INTRODUCE ROUTINE ORDINANCES AND RESOLUTIONS

RESOLUTIONS: NONE

ORDINANCES: NONE

B. TO ADOPT ORDINANCES AND RESOLUTIONS

RESOLUTIONS: NONE

ORDINANCES: NONE

9. REGULAR AGENDA LEGISLATION

A. RESOLUTIONS ON SECOND READING AND FINAL PASSAGE OR WHICH WILL REQUIRE ONLY ONE READING

RES 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 97

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

Documents:

[spar - sportsspectrum.pdf](#)

RES 98

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for Request for Storage Building at the SFD Fire Academy Bid RFQ #22-532 and to otherwise provide with respect thereto.

Documents:

[res - reject bids - rfq 22-532 request for storage building at the sfd academy.pdf](#)

## **B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO JULY 26, 2022)**

RES 99

Accepting the public dedication of Resilient Way rights-of-way in Resilient Technology Park Unit 1 and otherwise providing with respect thereto.

Documents:

[dedication plat fact sheet and resolution.pdf](#)

## **C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO JULY 26, 2022)**

ORD 92

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

Documents:

[2022 new capital project resilient park.pdf](#)  
[exhibit a executed cea.pdf](#)  
[exhibit b act 117 of 2022 \(shreveport\).pdf](#)

ORD 93

Amending the 2022 Budget for the MPC special revenue fund budget, appropriating the funds authorized therein, and otherwise providing with respect thereto.

Documents:

[mpc 2022 budget amendment fact sheet and resolution.pdf](#)

ORD 94

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

Documents:

[2022 nip.pdf](#)

ORD 95

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

Documents:

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

ORD 96

To amend Chapter 10, Division 2 of the Code of Ordinances regarding hours of operation for alcohol, and to otherwise provide with respect thereto. (B/Fuller)

Documents:

[ord hours of operation comprehensive.pdf](#)

ORD 97

Enacting Section 14-23 of the City of Shreveport, Louisiana, Code of Ordinances relative to the mandatory sterilization of dogs and cats and otherwise providing with respect thereto. (C/Nickelson)

Documents:

[ord mandatory sterilization.pdf](#)

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

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 [amendment no. 1](#)

Documents:

[gob 1.pdf](#)

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. (C/Nickelson, D/Boucher) [amendment no. 1](#)

Documents:

[ord physical separation 1.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](#)

## 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:  
[Case No. 22-9-BAC](#), 2500 Centenary Blvd. Unit 10 (southwest corner of Centenary Blvd. and Prospect St.), Special Exception Use –R-3; Short Term Rental (B/Fuller)
- D. OTHER APPEALS
  - SOB APPEALS: NONE
  - TAXI APPEALS: NONE

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

### 13. CLERK'S REPORT

The following letters of appointments were received from the Mayor's office on July 8, 2022, and are subject for confirmation on July 26, 2022.

**Shreveport Implementation and Redevelopment  
Authority - Kristen Brown, Audrius Reed**

### 14. ADDITIONAL COMMUNICATIONS

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

### 15. EXECUTIVE SESSION: NONE

### 16. ADJOURNMENT

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**James Green, Chairman**

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



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

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPARTMENT</b>
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

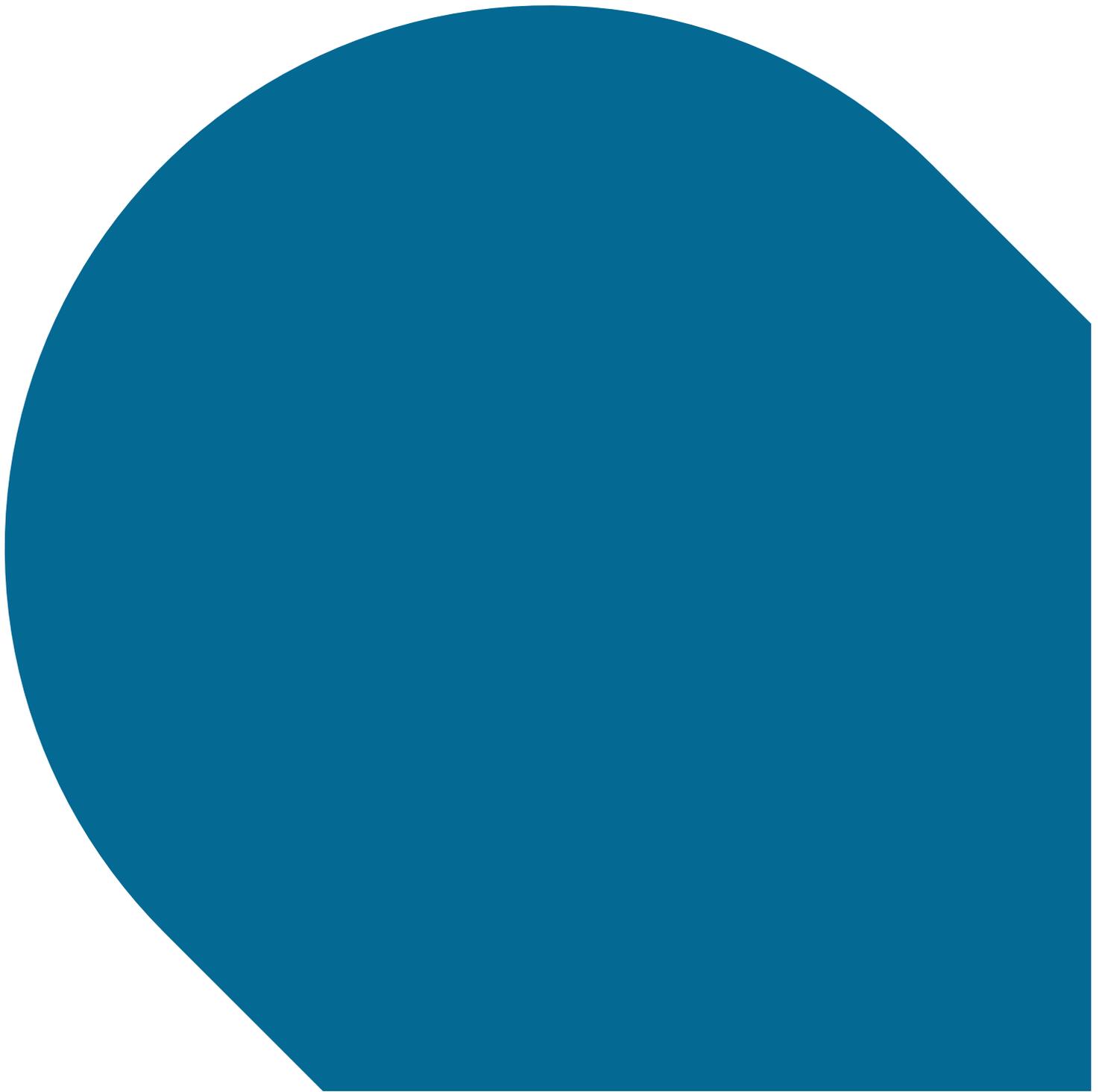
## CERTIFICATION STATEMENT

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)**

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPARTMENT</b>
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

<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>

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PURPOSE

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

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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.

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FINANCES

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

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

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SPECIAL PROCEDURAL REQUIREMENTS:

None

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DISCUSSION

None

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ALTERNATIVE

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

CONCLUSION:

Alternative Number 1 is recommended

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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:

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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 Request for Storage Building at the SFD Fire Academy Bid RFQ #22-532 and to otherwise provide with respect thereto.	June 29, 2022	Purchasing Division
		<u>CITY COUNCIL DISTRICT</u>
		<u>SPONSOR</u>

**PURPOSE**

To authorize the Purchasing Agent, or her designee, to reject all bids received for RFQ 22-532.

**BACKGROUND INFORMATION**

On June 16, 2022, one (1) bid was received for the Request for Storage Building at the SFD Academy RFQ #22-532. The designer's estimate was \$10,320.00 and the bid submitted was for \$10,320.00 but the contractor decided they can't honor that price.

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

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

<u>TIMETABLE</u>	<u>ATTACHMENT(S)</u>
Introduction: July 12, 2022	NA
Final Passage: July 12, 2022	

**SPECIAL PROCEDURAL REQUIREMENTS**

NA

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** 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 REQUEST FOR STORAGE BUILDING AT THE SFD FIRE ACADEMY BID RFQ #22-532 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS**, on June 16, 2022, one (1) bid was received as a result of solicitation for Request of Storage Building at the SFD Fire Academy (RFQ-22-532); and

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

**WHEREAS**, pursuant to Shreveport City Code [Sec. 26-268](#) the City has adopted, by reference, portions of the Louisiana Procurement Code (La. R.S. 39:1551 through 39:1755); and

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

**WHEREAS**, “*the best interest of the city*” under these facts and circumstances is authorized in [La. R.S. 39:1605](#), whereby all bids were over the project budget; and

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

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

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

**SECTION 2.** The Purchasing Agent, or his/her designee, is hereby authorized to reject all bid(s) received for RFQ #22-532.

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

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

applications of this resolution which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this resolution are hereby declared severable.

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

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

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

**APPROVED AS TO LEGAL FORM:**

---

City Attorney's Office

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

<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>ORIGINATING DEPARTMENT</u></b>
A Resolution accepting the public dedication of Resilient Way rights-of-way in Resilient Technology Park Unit 1 and otherwise providing with respect thereto.	June 28, 2022	Department of Public Works Engineering Division
		<b><u>COUNCIL DISTRICT</u></b> "G"
		<b><u>SPONSOR</u></b>

**PURPOSE**

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

This Resolution will have direct impact on Council District: G

**BACKGROUND INFORMATION**

Resilient Technology Park Unit 1 is located in the northwest part of Shreveport to the west of Pines Road and north of Greenwood Road.

The Metropolitan Planning Commission approved the plat on February 1, 2022.

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

**TIMETABLE**

Introduction: July 12, 2022  
Final Passage: July 26, 2022

**ATTACHMENTS**

Resilient Technology Park Unit 1 plat

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

No associated costs.

**SOURCE OF FUNDS**

None

**RECOMMENDATION**

**FACT SHEET PREPARED BY:** Thomas Jenkins  
Department of Public Works Engineering Division

RESOLUTION NUMBER \_\_\_\_\_ OF 2022

**A RESOLUTION ACCEPTING THE PUBLIC DEDICATION OF  
RESILIENT WAY RIGHTS-OF-WAY IN RESILIENT TECHNOLOGY  
PARK UNIT 1 AND OTHERWISE PROVIDING WITH RESPECT  
THERE TO.**

**BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the dedication of Resilient Way rights-of-way in the west half of the southeast quarter of Section 16, (T17N-R15W), Caddo Parish, Louisiana, and as shown on the Resilient Technology Park Unit 1 plat attached hereto and made a part hereof, be and the same is hereby accepted as dedicated to the public for public use in the City of Shreveport.

**BE IT FURTHER RESOLVED** that the original plat reflecting the dedication of Resilient Way rights-of-way be recorded in the official records of the Clerk of Court for Caddo Parish, Louisiana.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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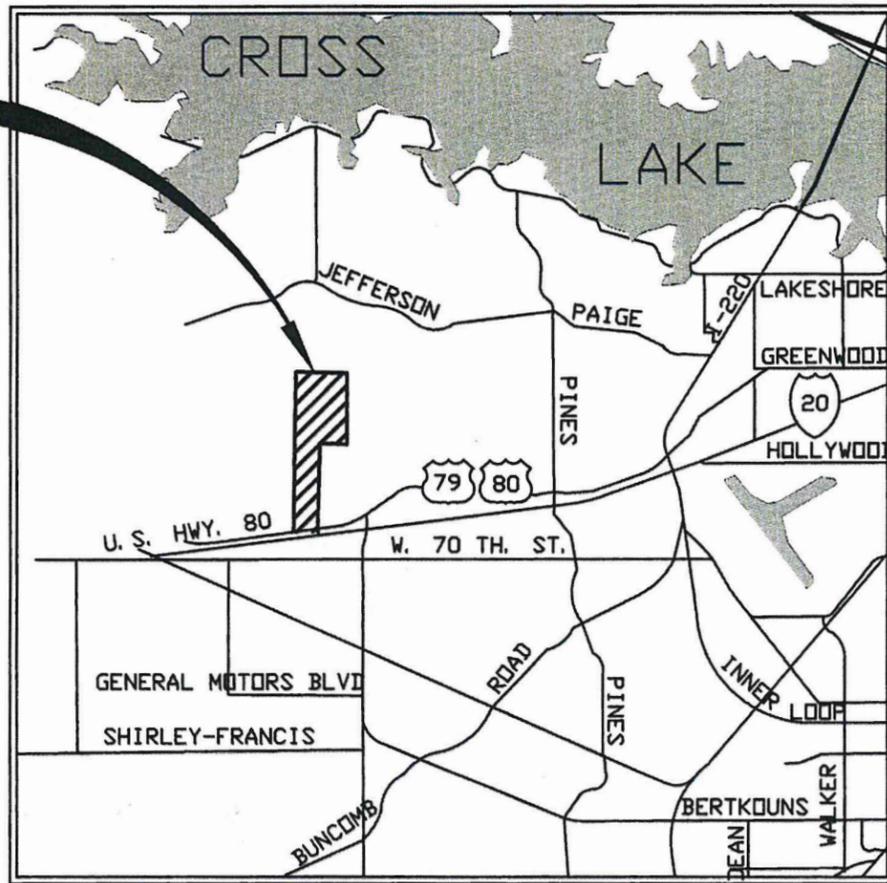
City Attorney's Office

# RESILIENT TECHNOLOGY PARK UNIT 1

5/12

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16,  
T17N-R15W AND THE EAST HALF OF SECTION 21, T17N-R15W, NORTHWESTERN LAND DISTRICT, CITY OF  
SHREVEPORT, CADDO PARISH, LOUISIANA

**PROJECT  
LOCATION**



**VICINITY MAP**  
N.T.S.

ke Spence, Caddo Clerk of Court  
  
**2883187 Pages: 3**  
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**NOTES:**

THE BEARINGS SHOWN HEREON ARE ON THE LOUISIANA COORDINATE SYSTEM, NAD 83, NORTH ZONE. DISTANCE SHOWN ARE HORIZONTAL GROUND DISTANCES.

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" ACCORDING TO F.I.R.M. PANEL NO. 22017C0435H, EFFECTIVE DATE MAY 19, 2014 (REVISED APRIL 6, 2000)

THIS PLAT CONFORMS TO THE REQUIREMENTS OF A CLASS "B" SURVEY AS PER THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION. THE SERVITUDE'S AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

SET 1/2" PINS AT CORNERS UNLESS OTHERWISE NOTED.

LOT 1000 IS NON BUILDABLE LOT.

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ORDINANCE NO. 129 OF 2016 AND AMENDMENT THERETO, AS ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHREVEPORT AND R.S. 33:5051

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

**DEDICATION:**

THE UNDERSIGNED OWNER DEDICATES TO THE PUBLIC USE IN PERPETUITY THE STREET RIGHT OF WAY AND SERVITUDES FOR UTILITIES AND DRAINAGE AS SHOWN ON THIS ROW DEDICATION PLAT. FOR VALUABLE CONSIDERATION THE UNDERSIGNED OWNER HEREBY GRANTS UNTO SOUTHWESTERN ELECTRIC POWER COMPANY, BELL SOUTH TELECOMMUNICATIONS, INC. AND/OR ANY OTHER UTILITY PUBLIC OR PRIVATE, THEIR RESPECTIVE SUCCESSORS AND OR ASSIGNS EXCLUSIVELY AND IN PERPETUITY AS A COVENANT RUNNING WITH THE LAND THE RIGHT TO GO UPON THE SERVITUDE OF UTILITIES HEREIN ESTABLISHED TO INSTALL, MAINTAIN AND REMOVE FACILITIES APPROPRIATE TO THEIR SERVICES, TO HAVE INGRESS AND EGRESS THERETO OVER ADJACENT LOTS AND LAND, TO TRIM AND/OR CUT AND REMOVE TREES OR OTHER OBSTRUCTIONS AS MAY INTERFERE WITH OR ENDANGER LIFE OR THE OPERATION OF SUCH FACILITIES OR THEIR EFFICIENCY; THE UNDERSIGNED OWNER AGREES TO HOLD HARMLESS THE CITY OF SHREVEPORT AND/OR PARISH OF CADDO FOR DAMAGES DUE TO CHANGES IN STREET GRADES. BINDING HEREIN THEIR HEIRS, SUCCESSORS AND ASSIGNS. THIS RIGHT OF WAY AND SERVITUDE HAS NO EFFECT ON MINERAL OWNERSHIP AND ALL SIGNATORY PARTIES HERETO SPECIFICALLY ACKNOWLEDGE THAT ALL MINERALS ARE EXCLUDED HEREFROM.

RECORD OWNER:  
FRANKS INVESTMENT CO. L.L.C.

  
 BY: BOBBY E. JELKS

3-28-22  
DATE

RECORD OWNER: LOT 1  
AEP/ SWEPCO

  
 BY: P. TODD IRELAND

4-8-22  
DATE

APPROVAL:

  
 MAYOR OF SHREVEPORT

4-25-22  
DATE

  
 CITY ENGINEER

4-20-22  
DATE

  
 METROPOLITAN PLANNING COMMISSION  
 EXECUTIVE DIRECTOR

4-19-2022  
DATE



DOUGLAS L. FILLER, P.L.S.  
 PROFESSIONAL LAND SURVEYOR REG. NO. 4833



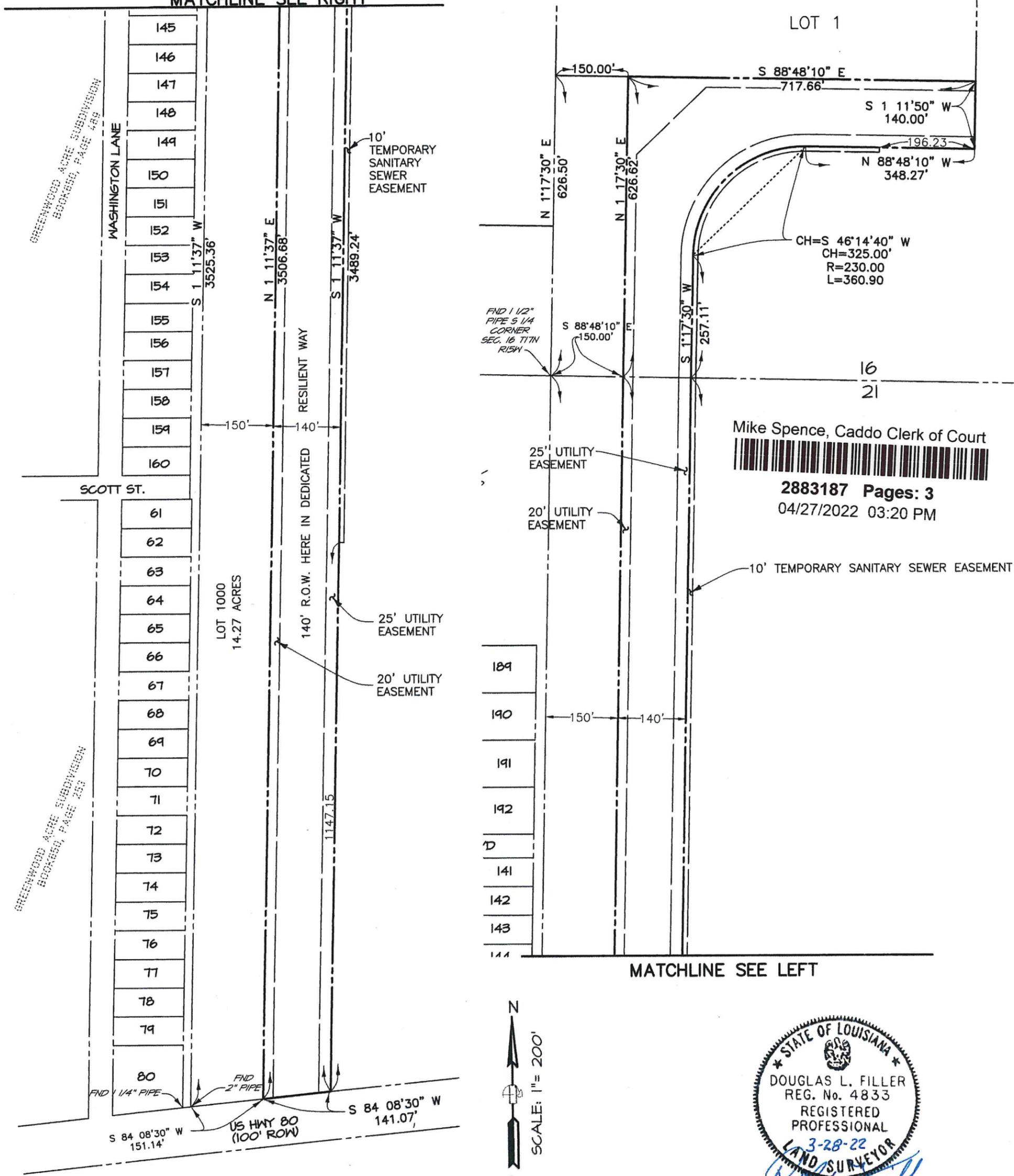
EST. 1960  
 AILLET, FENNER, JOLLY,  
 & McCLELLAND INC.

# RESILIENT TECHNOLOGY PARK UNIT 1

70/02

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16,  
T17N-R15W AND THE EAST HALF OF SECTION 21, T17N-R15W, NORTHWESTERN LAND DISTRICT, CITY OF  
SHREVEPORT, CADDO PARISH, LOUISIANA

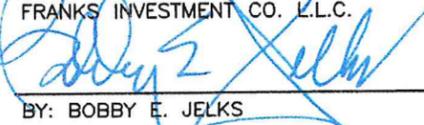
MATCHLINE SEE RIGHT



Mike Spence, Caddo Clerk of Court  
  
**2883187** Pages: 3  
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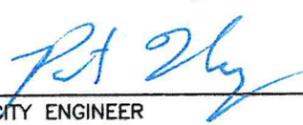


DOUGLAS L. FILLER, P.L.S.  
 PROFESSIONAL LAND SURVEYOR REG. NO. 4833

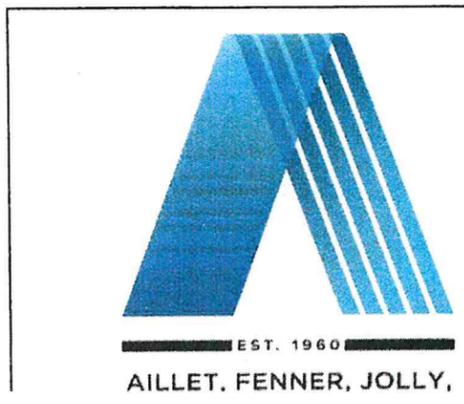
RECORD OWNER:  
 FRANKS INVESTMENT CO. L.L.C.  
  
 BY: BOBBY E. JELKS  
 DATE: 3-28-22

RECORD OWNER: LOT 1  
 AEP/ SWPCO  
 DATE: 4-10-22

APPROVAL:  4/25/22  
 MAYOR OF SHREVEPORT DATE

 4-20-22  
 CITY ENGINEER DATE

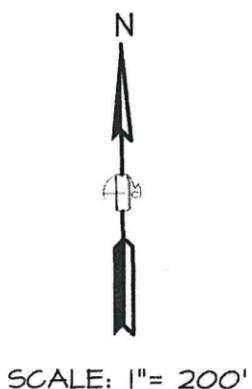
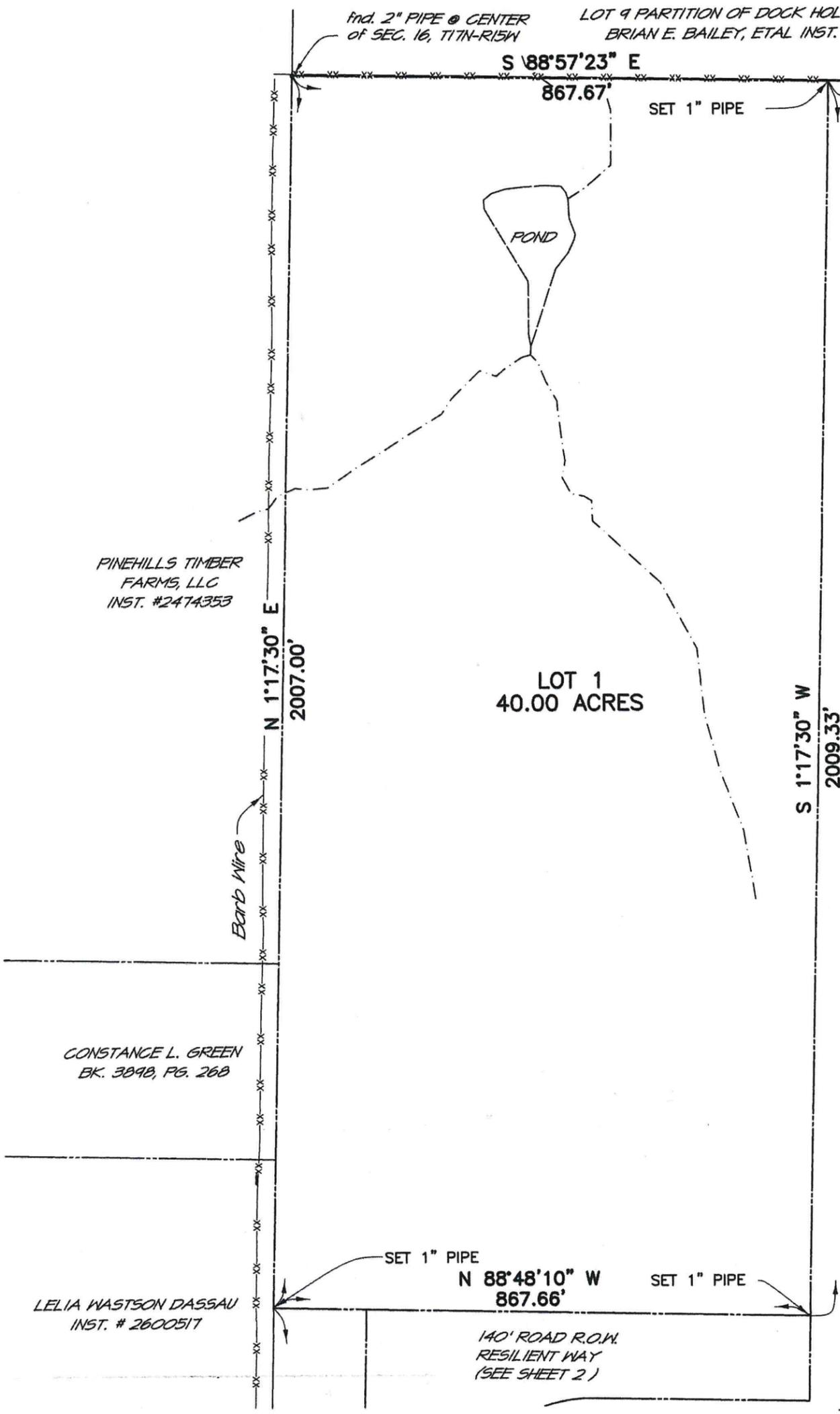
 4-10-22



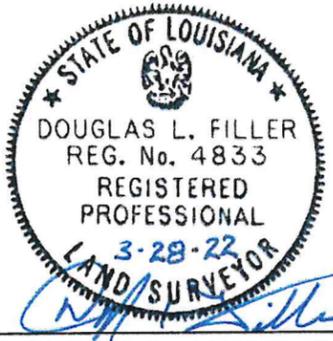
# RESILIENT TECHNOLOGY PARK UNIT 1

905  
200

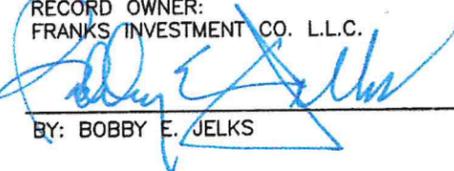
A 40.00 ACRE TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16,  
T17N-R15W, NORTHWESTERN LAND DISTRICT, CITY OF SHREVEPORT, CADDO PARISH, LOUISIANA



FRANKS INVESTMENT CO., LLC  
Mike Spence, Caddo Clerk of Court  
  
2883187 Pages: 3  
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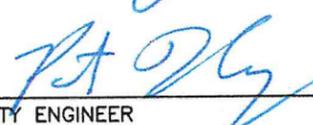


DOUGLAS L. FILLER, P.L.S.  
PROFESSIONAL LAND SURVEYOR REG. NO. 4

RECORD OWNER:  
FRANKS INVESTMENT CO. L.L.C.  
  
BY: BOBBY E. JELKS DATE: 3-28-22

RECORD OWNER: LOT 1  
AEP/ SWEPCO  
P. Todd Ireland 4-8-22

APPROVAL:  4-25-22  
MAYOR OF SHREVEPORT DATE

 4-20-22  
CITY ENGINEER DATE

 4-19-2022  
DATE



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

<b><u>TITLE</u></b> An ordinance amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	<b><u>DATE</u></b> June 30, 2022	<b><u>ORIGINATING DEPARTMENT</u></b> Public Works <b><u>COUNCIL DISTRICT</u></b> All <b><u>SPONSOR</u></b>
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**PURPOSE**  
To modify funds to create a new capital project, Resilient Park.

**BACKGROUND INFORMATION**  
  
The Administration has secured outside funding for economic development in of the City of Shreveport. State Act #485 of 2021 has granted the City of Shreveport State Capital Outlay funding in the amount of \$120,000 for Resilient Park (formerly known as Greenwood Road Extension). State Act 117 of 2022 has granted the City an additional \$1,000,000 for Resilient Park. This ordinance creates and allocates \$1,120,000 to a project in the 2022 City of Shreveport Street Improvements (Program C) to construct a road to develop Resilient Park.

<b><u>TIMETABLE</u></b> Introduction:            July 12, 2022  Final Passage:            July 26, 2022	<b><u>ATTACHMENT(S)</u></b> Exhibit A executed cooperative endeavor agreement with funding summary Exhibit B City of Shreveport section of Act 117 of 2022
--	--

**SPECIAL PROCEDURAL REQUIREMENTS**  
None

<b><u>FINANCE</u></b> S Budget Amendment:  \$1,120,000            INCREASE to New Project Program C (C22009)	<b><u>SOURCE OF FUNDS</u></b>  State Capital Outlay
--	---

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

**RECOMMENDATION**  
The Department of Public Works recommends adoption of this Ordinance.

**FACT SHEET PREPARED BY:**            Stephen Terese,  
Public Works

ORDINANCE NO. \_\_\_\_\_ OF 2022

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

**BY:**

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

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

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

**In Program C (Street Improvements):**

Establish a project entitled Resilient Park, Planning and Construction in Program C (C22009), and fund it at \$1,120,000.00. Funding source is State Capital Outlay (Act #485 of 2021, Act #117 of 2022).

Adjust totals and subtotals accordingly.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

Facility Planning and Control  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

June 13, 2022

The Honorable Adrian Perkins, Mayor  
City of Shreveport  
505 Travis Street, Suite 200  
Shreveport, La 71101  
Email: [stephen.terese@shreveportla.gov](mailto:stephen.terese@shreveportla.gov)

Re: Greenwood Road Extension, (Greenwood  
Industrial Park Road - Asphalt Road),  
Planning and Construction  
(Caddo)  
FP&C Project No. 50-MR1-21-02

Dear Mayor Perkins:

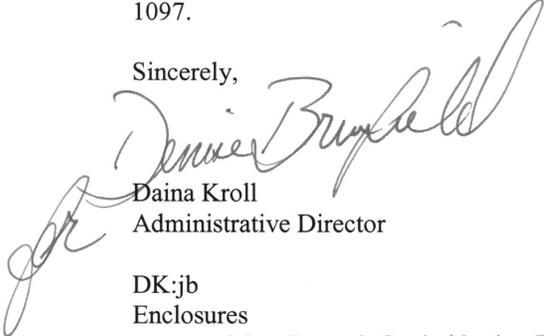
Please find enclosed one (1) fully executed original of the Cooperative Endeavor Agreement between the State of Louisiana and City of Shreveport.

**You are reminded to strictly adhere to all stipulations reflected in the attached Cooperative Endeavor Agreement and the associated *Non-State Entity Capital Outlay Administrative Guidelines*, which can be accessed online at <https://www.doa.la.gov/doa/fpc/project-administration-non-state/>. You are encouraged to contact the FP&C Project Manager, Jim Lee (225-219-4276, [james.lee@la.gov](mailto:james.lee@la.gov)), to review Cooperative Endeavor Agreement stipulations and Facility Planning and Control policies.**

Please use the referenced project name and number on any and all correspondence sent to this office. We ask that all communication with Facility Planning and Control be from City of Shreveport, not direct from contracted consultants or contractors. Enclosed are forms to be used when submitting **Request for Disbursement, Equipment Purchase, Construction Contract Award and Real Estate Closing.**

We encourage you to sign up for Electronic Fund Transfer (EFT). Electing to use this service can result in receiving payments sooner. To enroll, please contact the Office of Statewide Reporting and Accounting Policy at (225) 342-1097.

Sincerely,

  
Daina Kroll  
Administrative Director

DK:jb

Enclosures

c: Marc Parenti, [CapitalOutlay@la.gov](mailto:CapitalOutlay@la.gov), via email w/attachments  
Jim Lee, via email w/attachments



**Request for FP&C Concurrence in Equipment Purchase**  
***(Required if equipment is to be procured through a bidding process)***

Project Number: 50-MR1-21-02	Grantee: City of Shreveport
Project Name: Greenwood Road Extension, (Greenwood Industrial Park Road - Asphalt Road), Planning and Construction	Contact Person: Stephen Terese Phone Number: 318-673-7754

**To be completed by City of Shreveport**

The following information is attached and City of Shreveport requests FP&C's concurrence in purchasing equipment

from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
(Supplier) (Total Bid)

- Equipment list (with specifications, if applicable)
- Certified proof of publication of advertisement for procurement
- Certified tabulation of bids or quotes with recommendation for acceptance
- Certification that the procurement was in accordance with the Public Bid Law

Grantee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Type or Print Name)

**To be completed by FP&C and returned to City of Shreveport**

FP&C concurs with the equipment purchase  
*(City of Shreveport must submit a Request for Disbursement Form to draw from State funds)*

FP&C does not concur with the equipment purchase  
Reason: \_\_\_\_\_

*(City of Shreveport must resolve and then submit another Request for FP&C Concurrence for the equipment purchase)*

FP&C concurs with the equipment purchase, with exceptions (see attachment)

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Remit to: Jim Lee  
Facility Planning & Control  
LA Division of Administration  
Post Office Box 94095  
Baton Rouge, LA 70804-9095

Thank you for your cooperation!





SRM Cont # 4400024775

SRM PO # \_\_\_\_\_



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF SHREVEPORT**

**Greenwood Road Extension, (Greenwood Industrial Park Road - Asphalt Road), Planning and Construction  
(Caddo)  
FP&C Project No. 50-MR1-21-02**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JASON D. SOOTER, DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF SHREVEPORT** (Entity), a political subdivision of the State, herein represented by **ADRIAN PERKINS, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

**ARTICLE I**

**1.1 WHEREAS**, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

**1.2 WHEREAS**, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

**1.3 WHEREAS, if applicable**, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

**1.4 WHEREAS**, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

**1.5 WHEREAS**, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

**IT IS HEREBY AGREED** by the State and the Entity that:

**ARTICLE II  
PURPOSE**

**2.1** The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE III  
SCOPE**

**3.1** As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

**3.2** If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

#### **ARTICLE IV USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

#### **ARTICLE V ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

#### **ARTICLE VI PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

#### **ARTICLE VII COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

#### **ARTICLE VIII CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)** per month

shall also require the approval of the Joint Legislative Committee on the Budget (“Committee”) and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

## **ARTICLE IX** **HOLD HARMLESS AND INDEMNITY**

**9.1** The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu*, *ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney’s fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

**9.2** Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

**9.3** The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity’s actions or inactions hereunder.

## **ARTICLE X** **DISBURSEMENT OF FUNDS**

**10.1** After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

**10.2** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

**10.3** The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

**10.4** In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

## **ARTICLE XI** **OWNERSHIP OF PROPERTY**

**11.1** The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

**11.2** The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

**ARTICLE XII**  
**INSURANCE**

**12.1** If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

**12.2** If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

**ARTICLE XIII**  
**PLEDGE OF LEASE REVENUES**

**13.1** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

**ARTICLE XIV**  
**TERM**

**14.1** The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

**ARTICLE XV**  
**TERMINATION**

**15.1** FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

**15.2** FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

**ARTICLE XVI**  
**AVAILABILITY OF FUNDS**

**16.1** The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

**ARTICLE XVII**  
**ASSIGNMENT**

**17.1** Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

**ARTICLE XVIII**  
**AUDIT**

**18.1** As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

**18.2** The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

**18.3** The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

**ARTICLE XIX**  
**REQUIRED MATCH**

**19.1** Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

**ARTICLE XX**  
**AMENDMENT OF AGREEMENT**

**20.1** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

**ARTICLE XXI**  
**REVISIONS TO STATE FUNDING SUMMARY**

**21.1** FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

**ARTICLE XXII**  
**PROJECT CLOSEOUT**

**22.1** The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

**22.2** Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 10<sup>th</sup> day of June, 2022,  
at BATON ROUGE, Louisiana.

WITNESSES:

*Aym Hurst*  
FP&C Witness #1 Sign Here

*Dennis Bruford*  
FP&C Witness #2 Sign Here

STATE OF LOUISIANA

BY: *Jason D. Sooter*  
JASON D. SOOTER  
FP&C DIRECTOR  
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 31 day of May, 2022,  
at Shreveport, Louisiana.

WITNESSES:

*Chaunta Meri*  
Entity Witness #1 Signature

Chaunta Meri  
Entity Witness #1 Printed Name

*Malcolm F. Stadtlander*  
Entity Witness #2 Signature

Malcolm F. Stadtlander  
Entity Witness #2 Printed Name

CITY OF SHREVEPORT

BY: *Adrian Perkins*  
ADRIAN PERKINS  
MAYOR



HB NO. 2

ENROLLED

1	(1474)	Water Drainage Project, Planning and Construction	
2		(St. Martin)	
3		Payable from General Obligation Bonds	
4		Priority 1	<u>\$ 200,000</u>
5	<b>50/MQ8</b>	<b>SCOTT</b>	
6	(320)	Water and Sewer Line Installation Along Apollo Road	
7		Extension, Planning and Construction	
8		(Lafayette)	
9		Payable from General Obligation Bonds	
10		Priority 1	\$ 250,000
11		Priority 5	<u>\$ 2,275,000</u>
12		Total	<u>\$ 2,525,000</u>
13	(1223)	LA 93 Roadway Improvements- I-10 Ramp	
14		to Renaud Drive, Planning, Construction,	
15		and Land Acquisition	
16		(Lafayette)	
17		Payable from General Obligation Bonds	
18		Priority 5	\$ 3,373,650
19		Payable from State General Fund (Direct)	
20		Non-Recurring Revenues	<u>\$ 375,000</u>
21		Total	<u>\$ 3,748,650</u>
22	(1494)	Eraste Landry Road Extension, Planning	
23		and Construction	
24		(Lafayette)	
25		Payable from General Obligation Bonds	
26		Priority 2	\$ 415,000
27		Priority 5	<u>\$ 3,750,000</u>
28		Total	<u>\$ 4,165,000</u>
29	<b>50/MR1</b>	<b>SHREVEPORT</b>	
30	(1005)	Greenwood Road Extension, (Greenwood Industrial	
31		Park Road - Asphalt Road), Planning and Construction	
32		(Caddo)	
33		Payable from General Obligation Bonds	
34		Priority 1	\$ 120,000
35		Priority 5	<u>\$ 2,000,000</u>
36		Payable from State General Fund (Direct)	
37		Non-Recurring Revenues	<u>\$ 1,000,000</u>
38		Total	<u>\$ 3,120,000</u>
39	(1007)	Valencia Park Spray Park, Planning and Construction	
40		(Caddo)	
41		Payable from General Obligation Bonds	
42		Priority 1	<u>\$ 75,000</u>
43	(1008)	C.C. Antoine Museum and Arts Center, Planning	
44		and Construction (\$64,000 Local Match)	
45		(Caddo)	
46		Payable from General Obligation Bonds	
47		Priority 1	\$ 425,000
48		Priority 5	<u>\$ 100,000</u>
49		Total	<u>\$ 525,000</u>

TITLE	DATE	ORIGINATING DEPT./DIV. SPONSOR OR COUNCIL MEMBER
AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE MPC SPECIAL REVENUE FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED THEREIN, AND OTHERWISE PROVIDING WITH RESPECT THERETO.	7/6/22	Metropolitan Planning Commission

**PURPOSE**

This amendment will reflect the additional revenue provided by the Parish of Caddo as a part of a contract to provide professional planning services outside the City Limits of Shreveport.

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

**BACKGROUND INFORMATION**

The budget amendment is intended to increase Other Revenue Operating Subsidy Caddo Parish by \$45,000 and to increase Contractual Services by \$38,000, Materials and Supplies by \$5,000 and Improvements and Equipment by \$2,000 to cover the costs for additional fuel expense and consulting fees necessary to provide services to the Parish.

**TIMETABLE**

Introduction: **July 12, 2022**

Final Passage: **July 26, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS****FINANCES****SOURCE OF FUNDS****CONCLUSION**

**FACT SHEET PREPARED BY:** Stephen Jean, Deputy Director

ORDINANCE NO. \_\_\_\_ OF 2022

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE MPC SPECIAL REVENUE FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED THEREIN, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY:**

**WHEREAS**, the City Council finds it necessary to amend the 2022 budget for the MPC Special Revenue Fund,

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Shreveport, in legal session convened, that Ordinance 156 of 2021, the MPC Special Revenue Fund, is hereby amended as follows:

In Section 1 (Estimated Receipts)

Increase Other Revenues by \$45,000

In Section 2 (Appropriations)

Increase Materials and supplies by \$5,000

Increase Contractual Services by \$38,000

Improvements and Equipment by \$2,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 156 of 2021, shall remain unchanged and in full force and effect except as amended herein.

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

TITLE	DATE	ORIGINATING DEPT./DIV. COMMUNITY DEVELOPMENT/ADMINISTRATION SPONSOR OR COUNCIL MEMBER
AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERE TO	July 6, 2022	

**PURPOSE**

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

All

**BACKGROUND INFORMATION**

This ordinance appropriates monies to the Department of Community Development to support and fund the City of Shreveport's Neighborhood Investment Program ("NIP") which offers small grants to neighborhood organizations within the city limits of Shreveport to do projects that improve the quality of life in their communities.

**TIMETABLE**

Introduction: **July 12, 2022**  
Final Passage: **July 26, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

\$125,000

**SOURCE OF FUNDS**

Riverfront Development

**CONCLUSION**

Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:**

Thea R. Scott, Department of Community Development

**ORDINANCE NO. \_\_\_\_\_ OF 2022**

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

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

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

**In Section 1. (Estimated Receipts):**

<u>Fiscal Year 2021 Funds:</u>	
Riverfront Development Fund	\$ 125,000
Grand Total	\$ 125,000

**In Section 2. (Appropriations):**

<u>Fiscal Year 2022 Funds:</u>	
Community Development Admin	\$ 125,000
Grand Total	\$ 125,000

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**

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<b><u>TITLE</u></b> <b>AN ORDINANCE AMENDING THE 2022 RIVERFRONT-DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b>	<b><u>DATE</u></b> <i>7/7/2022</i>	<b><u>ORIGINATING DEPARTMENT</u></b> Administration/Finance <b><u>COUNCIL DISTRICT</u></b> All <b><u>SPONSOR</u></b>
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**PURPOSE**  
To amend the 2022 Riverfront Development Special Revenue Fund Budget.

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**BACKGROUND INFORMATION**  
This ordinance will increase Transfer to Community Development Special Revenue Fund and decrease Civic Appropriations by \$125,000. These funds are to support and fund the City of Shreveport’s Neighborhood Investment Program (“NIP”) which offers small grants to neighborhood organizations within the city limits of Shreveport to do projects that improve the quality of life in their communities.

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<b><u>TIMETABLE</u></b> Introduction: July 12, 2022 Final Passage: July 26, 2022	<b><u>ATTACHMENT(S)</u></b>
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**SPECIAL PROCEDURAL REQUIREMENTS**  
N/A

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<b><u>FINANCES</u></b> \$125,000	<b><u>SOURCE OF FUNDS</u></b> Riverfront-Development Funds
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**ALTERNATIVES**  
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

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**RECOMMENDATION**  
It is recommended that the City Council adopt the resolution

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**FACT SHEET PREPARED BY:** Alexis James, Assistant Chief  
Administrative Officer

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ORDINANCE NO. \_\_\_\_\_ OF 2022

**AN ORDINANCE AMENDING THE 2022 RIVERFRONT-  
DEVELOPMENT SPECIAL REVENUE FUND BUDGET  
AND TO OTHERWISE PROVIDE WITH RESPECT  
THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2022 Riverfront Development Special Revenue Fund Budget.

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

Ordinance Number 153 of 2021, the 2022 Riverfront Development Special Revenue Fund Budget is hereby amended as follows:

In Section 1. (Receipts):

In Section 2. (Appropriations):

Increase Transfer to Other Funds by \$125,000

Decrease Other Charges (Civic Appropriations) by \$125,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 153 of 2021 as amended, shall remain unchanged and in full force and effect.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

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<b><u>TITLE</u></b> An ordinance to amend Chapter 10, Division 2 of the Code of Ordinances regarding hours of operation for alcohol, and to otherwise provide with respect thereto.	<b><u>DATE</u></b> July 12, 2022	<b><u>ORIGINATING DEPARTMENT</u></b> City Council <b><u>COUNCIL DISTRICT</u></b> City-Wide <b><u>SPONSOR</u></b> Councilwoman LeVette Fuller
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**PURPOSE**  
To amend the hours of operation for the sale of alcohol on-premise.

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**BACKGROUND INFORMATION**  
The current hours of operation for a retail dealer of alcohol for on-premise consumption in downtown zoning districts is between the hours of 10:00 a.m. and 6:30 a.m. on any day of the week. This ordinance changes those hours to between the hours of 6:00 a.m. and 2:00 a.m. for on-premise consumption.

The current hours of operation for a manufacturer tasting room is between the hours of 6:00 a.m. and 2:30 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.

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<b><u>TIMETABLE</u></b> Introduction: July 12, 2022 Final Passage: July 26, 2022	<b><u>ATTACHMENTS</u></b> NA
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**SPECIAL PROCEDURAL REQUIREMENTS**

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<b><u>FINANCES</u></b> NA	<b><u>SOURCE OF FUNDS</u></b> NA
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**ALTERNATIVES**  
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

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**RECOMMENDATION**  
Councilwoman Fuller recommends adoption of the ordinance.

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

ORDINANCE NO. \_\_\_\_\_ OF 2022

**AN ORDINANCE TO AMEND CHAPTER 10, DIVISION 2 OF THE CODE OF ORDINANCES REGARDING HOURS OF OPERATION FOR ALCOHOL, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: LEVETTE FULLER**

**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 of the Code of Ordinances of the City of Shreveport, is hereby amended to read as follows:

ARTICLE IV. – MINIMUM AGE AND HOURS OF OPERATION

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DIVISION 2. – HOURS OF OPERATION

\*\*\*

**Sec. 10-173. Hours of operation for manufacturer.**

- (a) *Manufacturer permissible hours of operation.* The manufacturer tasting room may be open for business within the city between the hours of 6:00 a.m. and 2:00 a.m. on any day of the week. The hours of operation for the manufacturing operation shall not be limited.
- (b) *Manufacturer prohibited hours of operation.* It shall be unlawful for any manufacturer's tasting room to remain open for business between the hours of 2:01 a.m. and 5:59 a.m. on any day of the week. The hours of operation for the manufacturing operation shall not be limited.

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**Sec. 10-176. Hours of operation for retail dealer of alcohol—Downtown zoning districts.**

- (a) *On-premises consumption—D-1 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 D-1 downtown zoning districts except as follows: The D-1 CMU (downtown commercial mixed-use zoning subdistrict) may not comply with this prohibition.
- (3) *Retail dealers where the primary commodity sold is alcohol are required to be closed for all business during certain hours.*
  - a. *Prohibited hours.* Any retail dealer where the primary commodity sold is alcohol 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 D-1 downtown zoning districts except as follows: The D-1 CMU (downtown commercial mixed-use zoning subdistrict) may not comply with this 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.

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**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:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

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**TITLE**

An ordinance enacting Section 14-23 of the City of Shreveport, Louisiana, Code of Ordinances relative to the mandatory sterilization of dogs and cats and otherwise providing with respect thereto.

**DATE**

July 12, 2022

**ORIGINATING DEPARTMENT**

City Council

**COUNCIL DISTRICT**

City-wide

**SPONSOR**

Councilmember John Nickelson

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**PURPOSE**

This ordinance enacts a new Section 14-23 in Chapter 14 of the Code of Ordinances.

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**BACKGROUND INFORMATION**

The Caddo Parish Commission passed Ordinance No. 6148 of 2021 regarding the mandatory sterilization of dogs and cats, effective July 1, 2022, through June 30, 2024. The Caddo Parish Commission found it prudent to monitor and study the effect of mandatory sterilization of dogs and cats before making it a permanent part of the Parish Code of Ordinances. The ordinance passed by the Caddo Parish Commission is not presently enforceable within the city limits of Shreveport; therefore the Shreveport City Council has been asked to adopt a mandatory sterilization of dogs and cats ordinance to further study the effect of mandatory sterilization.

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**TIMETABLE**

Introduction: July 12, 2022  
Final Passage: July 26, 2022

**ATTACHMENTS**

None

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**SPECIAL PROCEDURAL REQUIREMENTS**

NA

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**FINANCES**

NA

**SOURCE OF FUNDS**

NA

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**ALTERNATIVES**

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

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**RECOMMENDATION**

It is recommended that the City Council adopt this ordinance.

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

ORDINANCE NO. \_\_\_\_\_ OF 2022

**AN ORDINANCE ENACTING SECTION 14-23 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES RELATIVE TO THE MANDATORY STERILIZATION OF DOGS AND CATS AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER: JOHN NICKELSON**

**WHEREAS**, the Caddo Parish Commission passed Ordinance No. 6148 of 2021 regarding the mandatory sterilization of dogs and cats, effective July 1, 2022 through June 30, 2024; and

**WHEREAS**, the Caddo Parish Commission found it prudent to monitor and study the effect of mandatory sterilization of dogs and cats before making it a permanent part of the Parish Code of Ordinances; and

**WHEREAS**, the City Council of the City of Shreveport has been asked to join the Caddo Parish Commission in passing a temporary mandatory sterilization ordinance in order for the Caddo Parish Commission to study the effect within the Shreveport city limits as well; and

**WHEREAS**, dogs and cats are heavily overpopulated in the City of Shreveport with 4,000 – 5,000 animals in Caddo Parish Animal Services custody annually. Approximately 20% - 30% of animals are euthanized by Caddo Parish Animal Services staff or die while in Caddo Parish Animal Services custody; and

**WHEREAS**, it is in the interest of City of Shreveport citizens to reduce the number of dogs and cats taken in and euthanized at Caddo Parish Animal Services; and

**WHEREAS**, the Shreveport City Council, citizens of the City of Shreveport, and animal rights advocates throughout the United States believe that sterilization of dogs and cats is far more humane than euthanasia as a means of population control; and

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Section 14-23 of the City of Shreveport, Louisiana, Code of Ordinances is hereby enacted to read as follows:

**Sec. 14-23 Owner Responsibilities – Dogs and Cats**

- (a) Dog means any member of the *Canis lupus familiaris* family.
- (b) Cat means any member of the *Felidae* (feline) family.
- (c) No person may own, keep, reside with, or harbor a dog or cat within the city that is not spayed or not neutered.

- (d) Subsection (c) does not apply to:
- (1) Puppies 52 weeks or younger and kittens 26 weeks or younger.
  - (2) Any dog or cat which is registered with the American Kennel Club, United Kennel Club, American Dog Breeding Association, Continental Kennel Club, Cat Fanciers Association, American Cat Fanciers Association or other nationally or internationally recognized organization and participates in shows sponsored by these organizations. An animal owner who presents proof of registration and participation in shows is exempt from the neutering and spaying requirements of this section.
  - (3) Animals with a chronic or debilitating disease or medical condition whose health will be seriously, permanently, and detrimentally affected if it is spayed or neutered as documented by a licensed Veterinarian. This includes any developmental variation from the timeline expressed Subsection (d)(1) of this ordinance that would make sterilization of the animal inappropriate until maturity.
  - (4) Animal Establishment owners as defined in Section 14-2 of this code are exempted. Also exempted are those who obtain an intact permit (males)/ breeding permit (females) for their pet which is microchipped and the permit is to be obtained annually to expire on December 31st of every year.
  - (5) Honest Escape Exception: The spay/neuter requirement of this section shall not apply to any dog or cat intercepted by Caddo Parish Animal Control Officers if such dog is (a) collared and tagged with current rabies vaccination in accordance with section 14-16 of the code of ordinances; or (b) microchipped with information identifying the owner of such dog and current rabies vaccination in accordance with 14-16 of the code of ordinances.
- (e) The primary penalty for violation of this Section shall be the impounding of the dog/cat believed to qualify under Subsection (c), the neutering/spaying of such dog/cat, and the return of such dog/cat to its owner after an appropriate time for healing after surgery. Any further penalty imposed for any violation of this Section of the code of ordinances shall follow the schedule as provided in Section 1-14 of this code.

**Secs. 14-24—14-28. - Reserved.**

**BE IT FURTHER RESOLVED** that Caddo Parish Animal Services shall, at Parish expense, spay or neuter as appropriate any dog found to be in violation of this ordinance for the duration of this ordinance.

**BE IT FURTHER RESOLVED** that this ordinance shall expire June 30, 2024, unless reenacted it as a permanent ordinance.

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

<p><b><u>TITLE</u></b></p> <p><b>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.</b></p>	<p><b><u>DATE</u></b></p> <p>June 8, 2022</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b></p> <p>City Attorney’s Office</p> <p><b><u>COUNCIL DISTRICT</u></b></p> <p>City-wide</p> <p><b><u>SPONSOR</u></b></p>
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**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><b><u>TIMETABLE</u></b></p> <p>Introduction: June 14, 2022</p> <p>Final Passage: June 28, 2022</p>	<p><b><u>ATTACHMENTS</u></b></p> <p>n/a</p>
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**SPECIAL PROCEDURAL REQUIREMENTS**

<p><b><u>FINANCES</u></b></p> <p>N/A</p>	<p><b><u>SOURCE OF FUNDS</u></b></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 "<b>Tax</b>") pursuant to the Election and the approval by the voters.</p>
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**ALTERNATIVES**

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

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**RECOMMENDATION**

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

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**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:

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

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

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

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

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

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

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

**ARTICLE III**  
**SALE OF BONDS**

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

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

**ARTICLE IV**  
**GENERAL TERMS AND PROVISIONS OF THE BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V**

### **CREATION OF FUNDS /APPLICATION OF BOND PROCEEDS**

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

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

and maintained with the Paying Agent; and

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

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

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

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

provisions of Section 3(b) hereof.

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### **REDEMPTION OF BONDS**

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

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

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

\*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:**

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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.

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

\*

\*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 (15<sup>th</sup>) calendar day of the month preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

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

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

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

**CITY OF SHREVEPORT  
STATE OF LOUISIANA**

By: \_\_\_\_\_  
**Adrian Perkins, Mayor**

By: \_\_\_\_\_  
**Kasey Brown, Finance Director**

**ATTEST:**

By: \_\_\_\_\_  
**Danielle Farr-Ewing, Clerk of Council**

**PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

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

**REGIONS BANK, as Paying Agent**

By: \_\_\_\_\_  
**Kesha A. Jupiter, Vice President**

**DATE OF AUTHENTICATION:** \_\_\_\_\_, 2022

**ASSIGNMENT**

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

\_\_\_\_\_  
SOCIAL SECURITY OR FEDERAL EMPLOYER  
IDENTIFICATION NUMBER OF ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

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

Dated: \_\_\_\_\_

Signature of Registered Owner:

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

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

**CERTIFICATE AS TO LEGAL OPINION**

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

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

---

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

[BOND COUNSEL OPINION TO COME]

**EXHIBIT "C"**  
**FORM OF BOND PURCHASE AGREEMENT**

[TO BE PROVIDED BY UNDERWRITERS COUNSEL]

**EXHIBIT "D"**

**FORM OF PROJECT FUND REQUISITION**

**WITH RESPECT TO**

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

Origin Bank

\_\_\_\_\_

Attention: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Requisition Number: \_\_\_\_\_

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

Name and Address of Payee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of Payment: \_\_\_\_\_ from the Project Fund.

Purpose of Payment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Paid: \_\_\_\_\_, 20\_\_

Authorized Officer

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

Title: \_\_\_\_\_



ORDINANCE 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 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:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

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**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.

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**PURPOSE**

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

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**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.

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**TIMETABLE**

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

**ATTACHMENTS**

NA

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**SPECIAL PROCEDURAL REQUIREMENTS**

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**FINANCES**

NA

**SOURCE OF FUNDS**

NA

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**ALTERNATIVES**

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

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**RECOMMENDATION**

It is recommended this ordinance be adopted.

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**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:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

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

**DATE**  
12/21/2021

**ORIGINATING DEPARTMENT**  
City Council  
**COUNCIL DISTRICT**

**SPONSOR**  
COUNCILMAN JAMES GREEN

**PURPOSE**

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

**BACKGROUND INFORMATION**

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

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

**TIMETABLE**

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

**ATTACHMENT(S)**

Exhibit A  
Exhibit B

**SPECIAL PROCEDURAL REQUIREMENTS**

**ALTERNATIVES**

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

**RECOMMENDATION**

Approval of this ordinance is recommended.

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

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

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

**BY COUNCILMEMBER: JAMES GREEN**

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

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

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

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

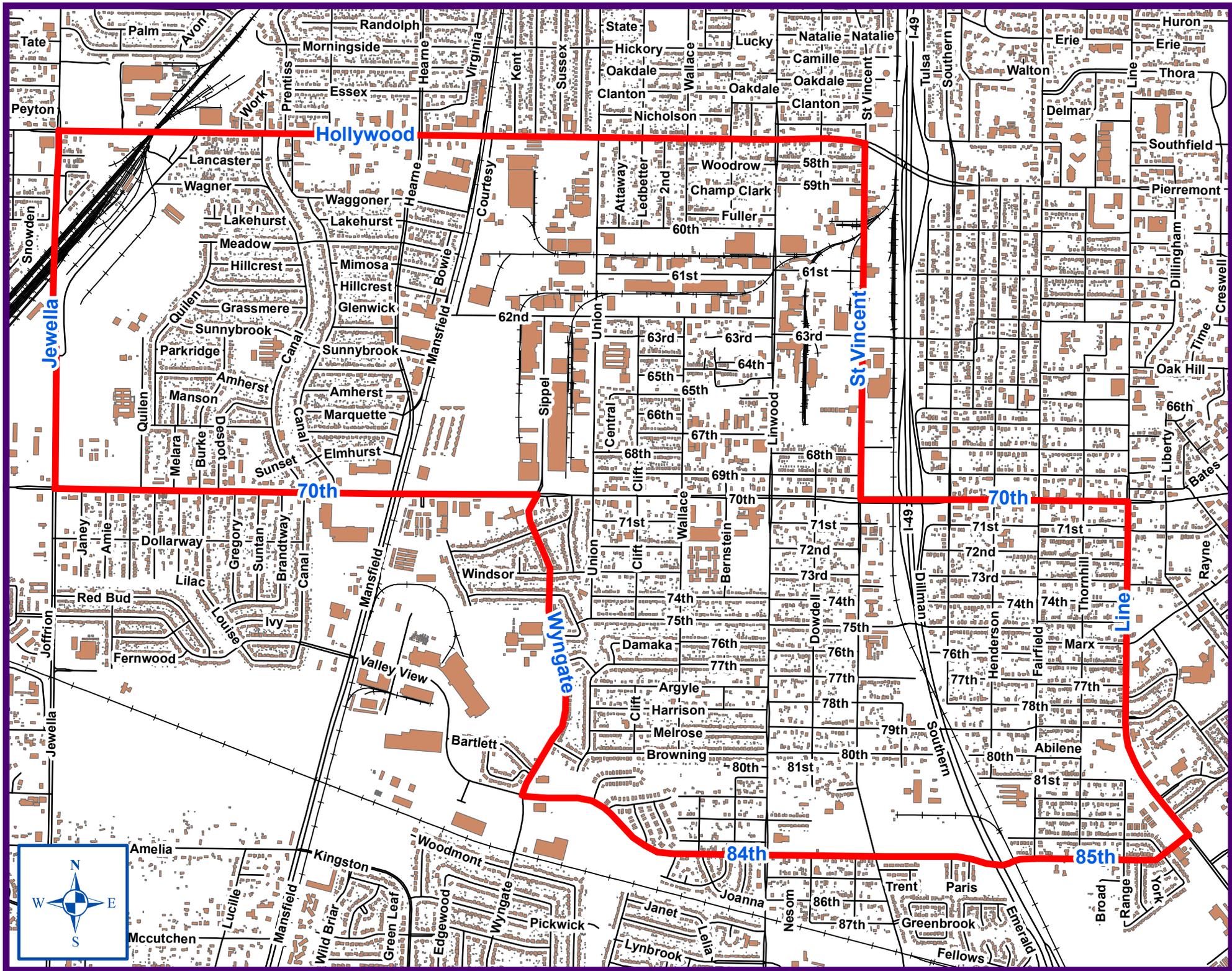
**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this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

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

APPROVED AS TO LEGAL FORM:

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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.

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

**PURPOSE**

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

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

**BACKGROUND INFORMATION**

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

**TIMETABLE**

Introduction: **June 8, 2021**

Final Passage: **June 22, 2021**

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

N/A

**SOURCE OF FUNDS**

N/A

**CONCLUSION**

The council may:

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

**FACT SHEET PREPARED BY:**

Thea R. Scott, Deputy City Attorney

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

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

**BY COUNCIL MEMBER: FULLER**

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

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

\*\*\*

**Chapter 22 – BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE I- IN GENERAL**

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

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

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

\*\*\*

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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OFFICE OF THE CITY ATTORNEY

**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:**

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City Attorney's Office