NOTICE OF PUBLIC MEETING
Notice Posted: 9/9/2022 12:15 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference on Monday September 12, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, September 13, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

ADMINISTRATIVE CONFERENCE

September 12, 2022

AND

CITY COUNCIL MEETING AGENDA

September 13, 2022

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING**
   August 22, 2022 August 23, 2022
5. **AWARDS AND RECOGNITIONS OF DISTINGUISHED GUESTS, COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS, AND REQUIRED REPORTS**
   A. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY CITY COUNCIL MEMBERS, NOT TO EXCEED FIFTEEN MINUTES
   B. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY THE MAYOR, NOT TO EXCEED FIFTEEN MINUTES
   C. COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS OTHER THAN AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS

D. REPORTS:

Property Standards Report (Resolution 7 of 2003)

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

Master Plan Committee Report (Resolution 132 of 2012)

Budget to Actual Financial Report(Resolution 183 of 2017)

6. PUBLIC HEARING: NONE

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

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

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

C. CONFIRMATION AND APPOINTMENTS

Downtown Development Authority - Kyle Southard

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 110

Authorizing the marshal of the City Court of Shreveport to receive in addition to the salary paid to him by the city of Shreveport, the same fees as are payable to constables of justice of the peace courts, up to fifty percent of the salary paid by the city of Shreveport, and to otherwise provide with respect thereto.

Documents:

city marshal resolution.pdf

RES 112

A resolution in remembrance of Devin Dewayne Myers and to otherwise provide

with respect thereto (E/Jackson, G/Bowman) amendment no 1

Documents:

devin myers.pdf

RES 114

Authorizing the Mayor to enter into a cooperative endeavor agreement with the Shreveport Symphony Orchestra and to otherwise provide with respect thereto.

Documents:

resolutionshreveportsymphony2022.pdf

RES 115

Authorizing the Mayor to enter into a cooperative endeavor agreement with the Shreveport Opera and to otherwise provide with respect thereto.

Documents:

resolutionshreveportopera2022-2025 - originial.pdf

RES 116

Authorizing the Mayor to enter into a cooperative endeavor agreement with Shreveport Metropolitan Ballet and to otherwise provide with respect thereto.

Documents:

resolutionshreveportballet2022-2025.pdf

RES 117

Authorizing the execution of a Cooperative Endeavor Agreement between the City of Shreveport and the Parish of Caddo relative to the City of Shreveport's Guaranteed Income Program and to otherwise provide with respect thereto.

Documents:

parish cea resolution.pdf
guaranteed income program agreement.pdf

RES 118

Amending the pay plan for classified employees to address pay compressions, and to otherwise provide with respect thereto.

Documents:

2022 pay compressoins fact sheet and resolution (002).pdf
pay chart.pdf

RES 119

Authorizing the mayor to submit loan application form 100a and accompanying documents for water tank rehabilitation to the Department of Health on behalf of

the City of Shreveport for the purpose of placing this project on the comprehensive priority list for funding through the drinking water revolving loan fund and to otherwise provide with respect thereto.

Documents:

resolution - water tank rehab.pdf

RES 120

Authorizing the mayor to submit loan application form 100a and accompanying documents for lead joint water lines to the Department of Health on behalf of the City of Shreveport for the purpose of placing this project on the comprehensive priority list for funding through the drinking water revolving loan fund and to otherwise provide with respect thereto.

Documents:

resolution - lead joint water lines.pdf

RES 121

Authorizing the mayor to submit loan application form 100a and accompanying documents for Amiss WTP Transmission Piping to the Department of Health on behalf of the City of Shreveport for the purpose of placing this project on the comprehensive priority list for funding through the drinking water revolving loan fund and to otherwise provide with respect thereto.

Documents:

resolution - amiss wtp transmission piping.pdf

RES 122

Endorsing the Shreveport Crisis Response Coalition goal statement, and otherwise providing with respect thereto. (A/Taylor, B/Fuller, C/Nickelson)

Documents:

shreveport coalition.pdf

RES 123

Disapproving the proposed changes to the City of Shreveport's health benefits plan and health care programs approved by the health care trust fund board of trustees at its September 7, 2022, meeting, and otherwise providing with respect thereto (C/Nickelson, D/Boucher)

B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO SEPTEMBER 27, 2022)

C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO SEPTEMBER 27, 2022)

ORD 130

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

Documents:

wioa september 9th.pdf

ORD 131

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

Documents:

shreveport mit ockley cea executed.pdf
2022 new capital project ockley basin.pdf

ORD 132

Declaring a public emergency in connection with the emergency repair at the sludge farm located at 11726 Harts Island Road and to otherwise provide with respect thereto.

Documents:

emergency ratification ordniance sludge farm.pdf

ORD 133

Declaring a public emergency in connection with the emergency purchase of liquid chlorine for use in the drinking water treatment process at the amiss water treatment plant and to otherwise provide with respect thereto.

Documents:

emergency ratification to purchase chlorine.pdf

ORD 134

Closing and abandoning a 20’ wide alley dedication in the Samford Place addition, in section 12 (t17n-r14w), and to otherwise provide with respect thereto (B/Fuller)

Documents:

samford place addition alley - c and a fact sheet and ordinance.pdf
samford place addition alley plat and attachments.pdf

ORD 135

Changing the name of Red Fox Circle in the Mohr Girls’ Circle subdivision, in section 25 (t17n-r15w), to God’s Country, and to otherwise provide with respect thereto (G/Bowman)

Documents:

red fox circle name change - fact sheet and ordinance.pdf
red fox circle petition and attachments.pdf

ORD 136

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of updating the use definitions, use standards, and parking requirements, respectively, pertaining to the retail sales of alcohol, and to otherwise provide with respect thereto.

Documents:

01 ord - fact sheet_updated.pdf
02 ord_exhibit a_mpc memo_updated.pdf
03 ord_exhibit b globalusematrix_updated.pdf
04 ord_staff report 22-4-ctac.pdf

ORD 137

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, relative to surfacing requirements for parking lots, and to otherwise provide with respect thereto.

Documents:

01 ord - fact sheet.pdf
02 ord - exhibit a_mpc memo.pdf
03 ord - mpc staff report_22-9-ctac.pdf

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

ORD 108

To revise Chapter 78 Article V "*Standards for construction of parking lots"* of the City of Shreveport, Louisiana, Code of Ordinances, relative to construction of parking lots and to otherwise provide with respect thereto.

Documents:

shreveport.ch. 78 article v sec 78-236 fact sheet.pdf

ORD 109

To amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of updating and revising the regulations for political signs, and to otherwise provide with respect thereto.

Documents:

01 ord - fact sheet.pdf
02 ord - exhibit a_mpc memo.pdf
03 ord - exhibit b_mpc staff report 22-7-ctac.pdf

ORD 113

To amend Section 10-4 of the Code of Ordinances relative to reports by the chief of police and to include language concerning the powers of the chief of police to make rules and regulations and to otherwise provide with respect thereto. amendment no. 1

Documents:

chapter 10-4 legislation_.pdf

ORD 122

Amending the 2022 General Fund Budget and to otherwise provide with respect thereto. amendment no. 1

Documents:

arp funds 22.pdf

ORD 123

Amending the 2022 Capital Projects Fund Budget and to otherwise provide with respect thereto. amendment no. 1

Documents:

arp companion 22.pdf

ORD 124

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

Documents:

budget amendment sgi - parish final.pdf

ORD 125

To amend Section 38.5-3 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the appointment of Hearing Officers to the City's Environmental Court and to otherwise provide with respect thereto

Documents:

hearing officer legislation - environmental court (revised).pdf

ORD 126

Zoning Case No. 22-141-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located north side of Bert Kouns Industrial Loop, approximately one thousand and seven hundred feet east of Kingston Road, Shreveport, Caddo Parish, LA., from C-2 corridor commercial zoning to C-3 general commercial zoning district, and to

otherwise provide with respect thereto (E/Jackson)

Documents:

22-141-c ord packet.pdf

ORD 127

Zoning Case No. 22-144-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located west side of Samford Avenue between Jennings Street and Woodrow Street, Shreveport, Caddo Parish, Louisiana, from R-2 multi-family residential zoning district to IC instructional campus zoning district, and to otherwise provide with respect thereto (B/Fuller)

Documents:

22-144-c ord packet.pdf

ORD 128

Zoning Case No. 22-145-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located east side of Wallace Lake Road, approximately 100 feet south of Tooke Drive, Shreveport, Caddo Parish, Louisiana, from R-1-7 single family residential district to C-1 neighborhood commercial zoning district, and to otherwise provide with respect thereto (E/Jackson)

Documents:

22-145-c ord packet.pdf

ORD 129

Zoning Case No. 22-147-C: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located west side of Southern Ave; approximately one hundred and thirty feet south of Hoadley Street, Shreveport, Caddo Parish, La., from C-2 corridor commercial zoning district to c-2 corridor commercial zoning pud district, and to otherwise provide with respect thereto (B/Fuller)

Documents:

22-147-c ord packet rev.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 149

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

Documents:

abo 1.pdf

11. APPEALS

A. PROPERTY STANDARDS APPEALS: NONE

B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS: NONE

C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE

D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

12. REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES

13. CLERK'S REPORT

The following letter of appointment was received from the Mayor's office on September 9, 2022, and is subject for confirmation on September 27, 2022.

Shreveport Municipal Fire and Police Civil Service Board – Dr. Wilford Claville III

14. ADDITIONAL COMMUNICATIONS

A. Additional Communications from the Mayor

B. Additional Communications from Council Members

15. EXECUTIVE SESSION: SEPTEMBER 12, 2022

Duane & Rachenda Douglas v. COS, et al

#625,195-C

First Judicial District Court

16. ADJOURNMENT

_____

James Green, Chairman

_____

LaTonya Bogan, Chief Deputy Clerk of Council

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE

A Resolution authorizing the marshal of the City Court of Shreveport to receive in addition to the salary paid to him by the city of Shreveport, the same fees as are payable to constables of justice of the peace courts, up to fifty percent of the salary paid by the city of Shreveport, and to otherwise provide with respect thereto.

DATE

August 23, 2022

ORIGINATING DEPARTMENT

COUNCIL DISTRICT

SPONSOR

PURPOSE

To comply with Act 230 of 2022, which became effective August 1, 2022.

BACKGROUND INFORMATION

On March 4, 2022, Louisiana State Representative Alan Seabaugh (Rep. Seabaugh) prefiled HB 719 (Attachment "B"), which amended and reenacted La. R.S. 13:1883(D)(1), relative to certain marshals of city courts; to provide for the salary of the marshal of the city court of Shreveport; and to provide for related matters. The matter was referred to the Louisiana House of Representatives (House) Committee on Judiciary.

On April 20, 2022, Rep. Seabaugh amended HB 719 (Attachment "C"), to include the enactment of La. R.S. 13:1883(D)(3), which allowed the marshal of the City Court of Shreveport to receive in addition to the salary paid to him by the city of Shreveport the same fees as are payable to constables of justice of the peace courts, up to fifty percent of the salary paid by the city of Shreveport, and for the remainder of those fees and commissions collected to be used to defray the operational and necessary related expenses of the office of the marshal. HB 719 with this amended was passed out of the Committee on Judiciary by a vote of 11-0 and scheduled for floor debate.

On May 2, 2022, HB 719, with its amendments, was passed by a vote of 91 yeas, 0 nays and ordered to Louisiana State Senate (Senate). On May 3, 2022, HB 719 was received by the Senate, and referred to the Senate's Committee on Judiciary B, where it was reported favorably.

On May 25, 2022, HB 719 passed the Senate by a vote of 38 yeas, 0 nays and ordered returned to the House.

On May 26, 2022, HB 719 was signed the Speaker of the House and President of the Senate.

On May 31, 2022, HB 719 was signed by the Governor, becoming Act. No. 230 (Attachment "D') and having an effective date of August 1, 2022.

TIMETABLE | **ATTACHMENT(S)**

Introduction:	August 23, 2022	Attachment “A”- HB719 bill info Attachment “B”- HB719 original version Attachment “C”- HB719 amendment Attachment “D”- Act 230 of 2022 Attachment “E”- La. R.S. 13:1883, version prior to enactment of Act 230 of 2022
Final Passage:	August 23, 2022	

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES	**SOURCE OF FUNDS**
$24,000.00	Marshals Office Discretionary fund

ALTERNATIVES

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

RECOMMENDATION

FACT SHEET PREPARED BY: Danielle N. Brown
Assistant City Attorney

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE MARSHAL OF THE CITY COURT OF SHREVEPORT TO RECEIVE IN ADDITION TO THE SALARY PAID TO HIM BY THE CITY OF SHREVEPORT, THE SAME FEES AS ARE PAYABLE TO THE CONSTABLES OF JUSTICE OF THE PEACE COURTS, UP TO FIFTY PERCENT OF THE SALARY PAID BY THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS. La. R.S. 13:1883(A)(14) sets the minimum salary of the marshal for the city court of Shreveport is $12,500, which is to be paid by the city of Shreveport only.

WHEREAS, La. R.S. 13:1883(E) states, "The governing authority of the city of Shreveport may increase the compensation of the marshal of the city court in such amount over and above that fixed by Subsection A of this section as it may determine."

WHEREAS, Section 4.33 of the Shreveport City Charter states, "For the purpose of exercising special authority granted the city under the provisions of the constitution and laws of the state and the Constitution and laws of the United States, the council shall be deemed the governing authority of the municipality. Unless the same be contrary to specific provisions of said constitutions and laws, this authority shall be exercised by resolution of the council or ordinance adopted in the manner provided therefor and subject to the exercise of the veto power vested in the mayor".

WHEREAS, La. R.S. 13:1881(B) states in part, "…nothing herein shall authorize the city marshal to fix or supplement his own salary…"

WHEREAS, on May 31, 2022, the Governor of Louisiana signed into law Act 230 of 2022.

WHEREAS, Act 230 of 2022 became effective August 1, 2022.

WHEREAS, Act 230 of 2022 allows: (1) the Shreveport City Marshal's Office to receive the same fees as are payable to constables of justice of peace courts, and (2) allows the City Marshal to received additional compensation above his salary. This additional compensation received is to come from those fees payable to constable of justice of peace courts and cannot exceed 50% of the city marshal's salary, with the remainder of the fees and commission collected going to the operational and necessary expenses of the office of the marshal.

NOW THEREFORE, BE IT RESOLVED that as of August 1, 2022, the marshal of the city court of Shreveport will receive additional compensation from those fees payable to constables of justice of peace courts not to exceed fifty percent (50%) of his salary and that any remaining fees collected be used to defray the operational and necessary related expenses of the office of the marshal, as prescribed by La. R.S. 13:1883(D)(3).

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

RESOLUTION 112 OF 2022

A RESOLUTION IN REMEMBRANCE OF DEVIN DEWAYNE MYERS AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY: COUNCILMEN ALAN JACKSON, JR and JERRY BOWMAN, JR.

WHEREAS, Devin Dewayne Myers was born on March 2, 2005, in Shreveport, Louisiana, and passed away on March 3, 2022, at the age of 17; and

WHEREAS, growing up, Devin was always a star on the basketball court. He started playing at the age of 10 years old. Over the years, he established great friendships with his teammates and learned what brotherhood was all about; and

WHEREAS, Devin and his teammates received many awards including MVP Freshman City League Championship, MVP H-Town Classic, All-Arena Alumni MVP, and Middle School All-Star MVP; and

WHEREAS, after graduating high school, Class of 2023, Devin planned to attend McNeese State University in Lake Charles, Louisiana where he had planned to earn a bachelor's degree in Engineering, with hopes, dreams, and prayers of making a career in his heart's passion, basketball; and

WHEREAS, Devin is survived by his parents Shartarshea Myers and Larry Thompson, and brother Dayln Myers who will forever cherish and love him always; and

WHEREAS, in honor of Devin's memory the "Devin Myers Opportunity Scholarship" will be awarded to a graduate of Huntington High School to afford them the chance to further reach their educational and career goals.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport in due regular and legal session convened that the Shreveport City Council remembers and honors the life of Devin Dewayne Myers.

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

FACT SHEET

Title	**Date**	**Originating Department**
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH SHREVEPORT SYMPHONY ORCHESTRA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	August 3, 2022	SPAR

Purpose

To authorize the Mayor to enter into a cooperative endeavor agreement with Shreveport Symphony Orchestra for use of Riverview Theater during the 2022 – 2025 performance seasons.

Background Information

Founded in 1948, the Shreveport Symphony Orchestra is Louisiana's oldest continually operation professional orchestra. SSO was founded by local citizens interested in bringing the experience of a professional orchestra to Shreveport.

Riverview Theater (formerly Civic Theater) has been home to SSO since the mid 1960's. SSO provides education outreach through the following:

- In School Ensembles where first and second graders are visited by small groups of SSO musicians. These mini performances last about 40 minutes and are designed to educate, entertain and involve the students. Local students are exposed to the basics of symphony performance in their own schools.
- Civic Youth Concerts where local fifth grade students are invited to the Riverview Theater for a full scale SSO performance. The theme is pre-determined and sent to the schools ahead of time along with personal work books for each student to enhance the learning experience of each student.
- Discovery Concerts presented to thousands of elementary students.

Shreveport Symphony Orchestra is a non-profit 501 (c) (3) organization and is supported by private and corporate donations, fundraisers and grants.

Timetable

Introduction:	August 23, 2022
Final Passage:	September 13, 2022

Special Procedural Requirements

None

Finances

Rental of building rates for performance $425 per performance day, approx. 10 per season, plus rehearsal days as agreed upon per performance.

Discussion

None

Alternatives

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

Conclusion

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle,
Director, SPAR

RESOLUTION NO. 114 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH SHREVEPORT SYMPHONY ORCHESTRA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Shreveport Symphony Orchestra ("Symphony") was founded in 1948 and today is the state's oldest continuously performing orchestra; and

WHEREAS, the Symphony provides education outreach by giving educational and entertaining ensemble performances at local Caddo parish schools for first and second graders; and

WHEREAS, the Symphony commits to an extensive education program, free to every child in grades 3-5; and

WHEREAS, the Symphony annually provides free concerts and activities for citizens of the City of Shreveport; and

WHEREAS, the concerts and events sponsored by the Symphony provide a cultural benefit to citizens of the City of Shreveport; and

WHEREAS, the City of Shreveport ("City") desires to participate with the Symphony in the production of the 2022-2025 Symphony Seasons, which is a public purpose:

BE IT RESOLVED by the City Council of Shreveport in due, regular and legal session convened that Adrian Perkins, Mayor, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement between the City of Shreveport and Shreveport Symphony Orchestra substantially in the form filed in the office of the Clerk of Council; and

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

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

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF SHREVEPORT
AND
SHREVEPORT SYMPHONY ORCHESTRA

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered on this _____day of _____, 2022 by and between the City of Shreveport ("City"), a duly incorporated municipal corporation in the State of Louisiana, represented by Adrian Perkins, Mayor, duly authorized to act herein, and Shreveport Symphony Orchestra represented herein by_____, duly authorized to act on behalf of the Shreveport Symphony Orchestra hereinafter referred to as "Symphony". This agreement is to serve the public for the purposes hereinafter declared:

IN CONSIDERATION of the covenants and agreements contained herein, the parties mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which the City will support the Symphony by providing use of Riverview Theater for the 2022 – 2025 seasons.

2. TERM

The term of this Agreement shall be in effect from the date of execution through the 31st day of December 2025 or sooner at the mutual written consent of the parties herein.

3. RESPONSIBILITIES OF BOTH PARTIES

3.1 City agrees to support the 2022 – 2025 Symphony seasons by providing use of the Riverview Theater for concerts when such use does not conflict with previously scheduled and confirmed events in the facilities as mutually agreed upon by both parties.

3.2 In consideration for City's support, Symphony agrees to provide concerts and events that are open to the general public at no charge. The number, dates and times of concerts and events shall be mutually determined in writing by the parties

3.3 Notwithstanding the provisions of paragraph 3.2 above, Symphony retains the right to charge a reasonable admission fee for other concerts and events held in the public facilities.

3.4 Symphony shall provide at its own cost and expense, any and all services, equipment and personnel required in the production of all concerts and other events held in the public facilities pursuant to this Agreement, except for such services and equipment normally provided by City to all users of the public facilities. City staffing costs will be assessed per performance schedule.

3.5 Symphony shall name City as a Sponsor of its 2022-2025 seasons and, where practical, shall designate City as such in all advertising and promotional material. City shall receive the same benefit as any other sponsor at this support level.

4. INSURANCE

4.1 Symphony undertakes and agrees, at its own expense, to provide and maintain in full force and effect at all times during the initials term or any renewal term of this Agreement Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars for bodily injury and one million dollars for property damage. This policy should be endorsed to name City as additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than one million dollars.

4.2 All coverages required by this section shall be effective under Insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII or better. This rating requirement is waived for the workers compensation only. City reserves the right to inspect and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

4.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by Symphony before any part of the service specified by this Agreement are commenced. The said Certificate shall name City as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium.

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

4.5 City will give Symphony prompt notice in writing if the institution of any suit or proceeding and permit Symphony to defend same, and will give all needed information, assistance, and authority to enable Symphony to do so. Symphony shall similarly give City immediate notice of any suit action filed or prompt notice of any claim arising out of the performance of the contract. Symphony shall immediately provide City with copies of all pertinent papers received by Symphony pursuant to this provision of the Agreement.

4.6 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to City shall be furnished by Symphony.

5. INDEMNITY AND HOLD HARMLESS

5.1 Symphony hereby agrees to indemnify, defend and hold harmless City, its officers, agents and employees against any and all claims, demands, suits, damages, and expenses (including reasonable attorneys fees for the defense thereof) to City, or to any party for loss of life, or personal injury or property damage occurring on or about the premises, its surrounding area(s) or grounds, including but not limited to sidewalks and parking areas, when these are caused or contributed to by Symphony, arising out of or in connection within its use of the premises for the purpose stated therein.

6. TERMINATION AND CANCELLATION

6.1 For Convenience

Any party shall have the right to terminate this Agreement at its convenience upon thirty (30) day advance written notice to the other party.

6.2 Mutual Consent

This Agreement may be terminated immediately by the mutual consent of both parties.

6.3 For Cause

Except as otherwise provided herein, either party shall have the right to immediately terminate this Agreement after giving thirty (30) days written notice to the other party upon the occurrence of either of the following:

i) Non-appropriation or under appropriation of funds by the Governing Board or officials of either party to this Agreement which would limit the party's ability to comply with its duties and obligations under this agreement.
ii) Any time City manpower or personnel are not sufficient to meet City's obligation s hereunder.
iii) Failure for any reason, by either party, to fulfill its obligations under this agreement.
iv) Failure for any reason, by either party, to comply with Federal, State and Local Laws applicable to matters covered by this Agreement.

In the event this Agreement is terminated for cause, Symphony shall continue to have the right to use of the public facilities upon payment of a rental fee.

7. MISCELLANEOUS PROVISIONS

7.1 It is understood that the premises provided herein for use by Symphony are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by Symphony, its agents, or employees, on account of race, sex, color, religion, disability or national origin, in the use of or admission to the premises is prohibited and shall result in immediate termination of this Agreement by City.

7.2 The parties hereto stipulate that the venue of any possible litigation arising under this shall be Caddo Parish, Louisiana.

7.3 Any notices required or appropriate under this Agreement shall be given in writing to City and Symphony at the address shown below:

City: City of Shreveport
Director of Public Assembly and Recreation
505 Travis Street, Suite 550
Shreveport, La. 71101

Symphony: Shreveport Symphony Orchestra
616 Jordan Street
Shreveport, La. 71101

P.O. Box 205
Shreveport, La. 71162-0205

or such other address as either party may specify from time to time throughout the initial term or any renewal term of this agreement.

7.4 Nothing contained herein or elsewhere in this agreement shall in any manner be deemed to create a partnership relationship between City and Symphony.

7.5 Symphony herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23: 1021(6) and as such, it is expressly agreed and understood between the parties hereunto, in entering into this Agreement, City shall not be liable to Symphony for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana, and further, under the provision of R.S. 23:1034, anyone employed by Symphony not be considered an employee of City for purposes of Worker's Compensation.

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

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

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

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

c. Symphony agrees to permit any duly authorized representative of the City to audit the records and books pertaining to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Symphony operation hereunder. City shall provide written notice prior to the execution of this provision. If the Symphony or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Symphony agrees to deliver the records or have the records delivered to the City's designated representative at an address designated by the City within the City of Shreveport. If the City's designated representative finds that the records delivered by the

Symphony are incomplete, Symphony agrees to pay the City representative's cost to travel to Symphony office to audit or retrieve the complete records.

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

7.9 This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

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

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

IN WITNESS THEROF, the parties hereto have caused this agreement to be executed in multiple original copies, this _____day of _____, 2022.

Signatures on the following page

WITNESSES: CITY OF SHREVEPORT:

_____ BY:_____

Adrian Perkins, Mayor

_____

WITNESSES: SHREVEPORT SYMPHONY ORCHESTRA

_____ BY:_____

_____ Shreveport Symphony Orchestra
P.O. Box 205

Shreveport, La. 71162-0205
(318) 227-7496

FACT SHEET

Title	**Date**	**Originating Department**
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE SHREVEPORT OPERA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	August 12, 2022	SPAR

Purpose

To authorize the Mayor to enter into a cooperative endeavor agreement with Shreveport Opera for use of Riverview Theater during the 2022 – 2025 performance seasons.

Background Information

Shreveport Opera was founded in 1949 and is one of the oldest Opera companies in the country. Almost all of the traditional operatic repertoire has been presented over its sixty-year history. Riverview Theater (formerly Civic Theater) has been home to the Shreveport Opera since the mid 1960's.

In 2001 Shreveport Opera created the Opera Xpress or SOX which is an educational and outreach component of the Opera that brings the opera experience into area schools, hospitals and retirement centers to educate and entertain. In addition SOX performs free at ArtBreak each year.

According to the Opera they perform for an estimated 50,000 people each year. They currently produce three main operas or musical works at Riverview Theater.

Shreveport Opera is a 501(c) (3) is a non-profit 501(c) (3) organization and supported by private and corporate donations, fundraisers and grants.

Timetable

Introduction: August 23, 2022
Final Passage: September 13, 2022

Special Procedural Requirements

None

Finances

Rental of building rates for performance $425 per performance day, approx. 2 per season, plus rehearsal days as agreed upon per performance.

Discussion

None

Alternatives

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

Conclusion

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle,
Director, SPAR

RESOLUTION NO. 115 of 2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE SHREVEPORT OPERA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, the Shreveport Opera ("Opera") was founded in 1949 and is one of the oldest Opera companies in the country; and

WHEREAS, the Opera annually performs for an estimated 50,000 people; and

WHEREAS, the Opera has an education and outreach component called Shreveport Opera Xpress (SOX) that brings the opera experience into area schools, hospitals and retirement centers; and

WHEREAS, the concerts and events sponsored by the Opera provide a cultural benefit to citizens of the City of Shreveport; and

WHEREAS, the City of Shreveport ("City") desires to participate with the Opera in the production of the 2022-2025 Opera seasons, which is a public purpose:

BE IT RESOLVED by the City Council of Shreveport in due, regular and legal session convened that Adrian Perkins, Mayor, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement between the City of Shreveport and Shreveport Opera substantially in the form filed in the office of the Clerk of Council; and

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

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

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF SHREVEPORT
AND
THE SHREVEPORT OPERA

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered on this _____day of _____, 2022 by and between the City of Shreveport ("City"), a duly incorporated municipal corporation in the State of Louisiana, represented by Adrian Perkins, Mayor, duly authorized to act herein, and the Shreveport Opera represented herein by Steve Aiken, General & Artistic Director, duly authorized to act on behalf of the Shreveport Opera hereinafter referred to as "Opera". This agreement is to serve the public for the purposes hereinafter declared:

IN CONSIDERATION of the covenants and agreements contained herein, the parties mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which the City will support the Opera by providing use of the Riverview Theater for the 2022-2025 seasons.

2. TERM

The term of this Agreement shall be in effect from the date of execution through the 31st day of December 2025 or sooner at the mutual written consent of the parties herein.

3. RESPONSIBILITIES OF BOTH PARTIES

3.1 City agrees to support the 2022-2025 Opera seasons by providing use of the Riverview Theater for concerts when such use does not conflict with previously scheduled and confirmed events in the facility as mutually agreed upon by both parties.

3.2 In consideration for City Co-sponsorship, Opera agrees to provide concerts and events that are open to the general public at no charge. The number, dates and times of such concerts and events shall be mutually determined in writing by the parties

3.3 Notwithstanding the provisions of paragraph 3.2 above, Opera retains the right to charge a reasonable admission fee for other concerts and events held in the public facilities.

3.4 Opera shall provide at its own cost and expense, any and all services, equipment and personnel required in the production of all concerts and other events held in the public facilities pursuant to this Agreement, except for such services, equipment and personnel normally provided by City to all users of the public facilities. City Staffing costs will be assessed per performance schedule.

3.5 Opera shall name City as a Sponsor of its 2022-2025 seasons and, where practical, shall designate City as such in all advertising and promotional material. City shall receive the same benefit as any other sponsor at this support level.

4. INSURANCE

4.1 Opera undertakes and agrees, at its own expense, to provide and maintain in full force and effect at all times during the initials term or any renewal term of this Agreement Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars for bodily injury and one million dollars for property damage. This policy should be endorsed to name City as additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than one million dollars.

4.2 All coverages required by this section shall be effective under Insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII or better. This rating requirement is waived for the workers compensation only. City reserves the right to inspect and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

4.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by Opera before any part of the service specified by this Agreement are commenced. The said Certificate shall name City as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium.

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

4.5 City will give Opera prompt notice in writing if the institution of any suit or proceeding and permit Opera to defend same, and will give all needed information, assistance, and authority to enable Opera to do so. Opera shall similarly give City immediate notice of any suit action filed or prompt notice of any claim arising out of the performance of the contract. Opera shall immediately provide City with copies of all pertinent papers received by Opera pursuant to this provision of the Agreement.

4.6 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to City shall be furnished by Opera.

5. INDEMNITY AND HOLD HARMLESS

5.1 Opera hereby agrees to indemnify, defend and hold harmless City, its officers, agents and employees against any and all claims, demands, suits, damages, and expenses (including reasonable attorneys fees for the defense thereof) to City, or to any party for loss of life, or personal injury or property damage occurring on or about the premises, its surrounding area(s) or grounds, including but not limited to sidewalks and parking areas, when these are caused or contributed to by Opera, arising out of or in connection within its use of the premises for the purpose stated therein.

6. TERMINATION AND CANCELLATION

6.1 <u>For Convenience</u>

Any party shall have the right to terminate this Agreement at its convenience upon thirty (30) day advance written notice to the other party.

6.2 <u>Mutual Consent</u>

This Agreement may be terminated immediately by the mutual consent of both parties.

6.3 For Cause

Except as otherwise provided herein, either party shall have the right to immediately terminate this Agreement after giving thirty (30) days written notice to the other party upon the occurrence of either of the following:

i) Non-appropriation or under appropriation of funds by the Governing Board or officials of either party to this Agreement which would limit the party's ability to comply with its duties and obligations under this agreement.
ii) Any time City manpower or personnel are not sufficient to meet City's obligation s hereunder.
iii) Failure for any reason, by either party, to fulfill its obligations under this agreement.
iv) Failure for any reason, by either party, to comply with Federal, State and Local Laws applicable to matters covered by this Agreement.

In the event this Agreement is terminated for cause, Opera shall continue to have the right to use of the public facilities upon payment of a rental fee.

7. MISCELLANEOUS PROVISIONS

7.1 It is understood that the premises provided herein for use by Opera are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by Opera, its agents, or employees, on account of race, sex, color, religion, disability or national origin, in the use of or admission to the premises is prohibited and shall result in immediate termination of this Agreement by City.

7.2 The parties hereto stipulate that the venue of any possible litigation arising under this shall be Caddo Parish, Louisiana.

7.3 Any notices required or appropriate under this Agreement shall be given in writing to City and Opera at the address shown below:

To City: City of Shreveport
Director of Public Assembly and Recreation
505 Travis Street, Suite 550
Shreveport, La. 71101

To Opera: Shreveport Opera
212 Texas Street Suite 101
Shreveport, La. 71101

or such other address as either party may specify from time to time throughout the initial term or any renewal term of this agreement.

7.4 Nothing contained herein or elsewhere in this agreement shall in any manner be deemed to create a partnership relationship between City and Opera.

7.5 Opera herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23: 1021(6) and as such, it is expressly agreed and understood between the parties hereunto, in entering into this Agreement, City shall not be liable to Opera for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana, and further, under the provision of R.S. 23:1034, anyone employed by Opera not be considered an employee of City for purposes of Worker's Compensation.

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

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

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

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

c. Opera agrees to permit any duly authorized representative of the City to audit the records and books pertaining to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Opera's operation hereunder. City shall provide written notice prior to the execution of this provision. If the Opera or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Opera agrees to deliver the records or have the records delivered to the City's designated representative at an address designated by the City within the City of Shreveport. If the City's designated representative finds that the records delivered by the Opera are incomplete, Opera agrees to pay the City representative's cost to travel to Opera's office to audit or retrieve the complete records.

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

7.9 This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

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

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

Signature on the following page

IN WITNESS THEROF, the parties hereto have caused this agreement to be executed in multiple original copies, this _____day of _____, 2022.

WITNESSES: CITY OF SHREVEPORT:

_____ BY:_____

Adrian Perkins, Mayor

_____

WITNESSES: SHREVEPORT OPERA

_____ BY:_____

Shreveport Opera
6969 Fern Loop, Suite 206
Shreveport, La. 71105
(318) 227-9503

_____

FACT SHEET

Title	Date	Originating Department
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT AGREEMENT WITH SHREVEPORT METROPOLITAN BALLET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	August 12, 2022	SPAR

Purpose

To authorize the Mayor to enter into a cooperative endeavor agreement with Shreveport Metropolitan Ballet for use of Riverview Theater during the 2022 – 2025 performance seasons.

Background Information

The Shreveport Metropolitan Ballet was founded in 1973 by a local group of citizens who wanted to give local dancers a performing outlet and to bring classical ballet to the citizens of Shreveport. Riverview Theater (formerly Civic Theater) has been home to the Ballet since its inception.

Ballet begins their season with a free performance where hundreds of people experience ballet and other dance repertoire at no cost. They also present three full length classical ballets during their season. They hold one performance in the spring, one performance in the fall and one holiday performance of The Nutcracker during the winter.

Every third-grade student in the Shreveport-Bossier area is invited to attend the first act of The Nutcracker at no charge to the students. For most this is their first exposure to ballet. In addition, the middle school students of Shreveport-Bossier are invited to attend excerpts of the Spring Production at no charge to the students.

Other outreach efforts include lectures and performances in local schools, nursing homes, hospitals, libraries, malls and community performances at the Red River Revel, the Louisiana State Fair, and other public events.

The Ballet ensemble is made up of local dancers from age ten to adult and are chosen each year through open auditions. The Ballet provides dancers with training and experience to go on and perform at the next level in other cities or at universities. Guest professional artists are also brought in to perform each year to add to the experience of the young dancers.

Shreveport Metropolitan Ballet is a non-profit 501(c) (3) organization and supported by private and corporate donations, fundraisers, and grants.

Timetable

Introduction:	August 23, 2022
Final Passage:	September 13, 2022

Special Procedural Requirements - None

Finances

Rental of building rates for performance $425 per performance day, approx. 3 per season, plus rehearsal days as agreed upon per performance.

Discussion - None

Alternatives

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

Conclusion - Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle,
Director, SPAR

RESOLUTION NO. 116 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH SHREVEPORT METROPOLITAN BALLET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Shreveport Metropolitan Ballet (Ballet) was founded in 1973 and today continues to present classical ballet to the citizens of Shreveport and local dancers with a performing outlet; and

WHEREAS, the Ballet provides public outreach by giving lectures and performances in local schools, nursing homes, hospitals, libraries, malls and community performances and other public events; and

WHEREAS, the Ballet provide a free performance to hundreds as their first season performance; and

WHEREAS, the performances and events sponsored by the Ballet provide a cultural benefit to Citizens of the City of Shreveport; and

WHEREAS, the City of Shreveport ("City") desires to participate with the Ballet in the co-sponsorship of the 2022-2025 Ballet seasons, which is a public purpose:

BE IT RESOLVED by the City Council of Shreveport in due, regular, and legal session convened that Adrian Perkins, Mayor, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement between the City of Shreveport; and

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

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

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF SHREVEPORT
AND
SHREVEPORT METROPOLITAN BALLET

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered on this _____day of _____, 2022 by and between the City of Shreveport ("City"), a duly incorporated municipal corporation in the State of Louisiana, represented by Adrian Perkins, Mayor, duly authorized to act herein, and Shreveport Metropolitan Ballet represented herein by _____, duly authorized to act on behalf of the Shreveport Metropolitan Ballet hereinafter referred to as "Ballet". This agreement is to serve the public for the purposes hereinafter declared:

IN CONSIDERATION of the covenants and agreements contained herein, the parties mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which the City will support the Ballet by providing use of the Riverview Theater for the 2022 – 2025 seasons.

2. TERM

The term of this Agreement shall be in effect from the date of execution through the 31st day of December 2025 or sooner at the mutual written consent of the parties herein.

3. RESPONSIBILITIES OF BOTH PARTIES

3.1 City agrees to support the 2022 – 2025 Ballet seasons by providing use of the Riverview Theater for performances when such use does not conflict with previously scheduled and confirmed events in the facilities as mutually agreed upon by both parties.

3.2 In consideration for City's support, Ballet agrees to provide performances and events that are open to area youth at no charge. The number, dates and times of concerts shall be mutually determined in writing by the parties

3.3 Notwithstanding the provisions of paragraph 3.2 above, Ballet retains the right to charge a reasonable admission fee for other performances and events held in the public facilities.

3.4 Ballet shall provide at its own cost and expense, any and all services, equipment and personnel required in the production of all concerts and other events held in the public facilities pursuant to this Agreement, except for such services, equipment and personnel normally provided by City to all users of the public facilities. City Staffing costs will be assessed per performance schedule.

3.5 Ballet shall name City as a Sponsor of its 2022-2025 season and, where practical, shall designate City as such in all advertising and promotional material. City shall receive the same benefit as any other sponsor at this support level.

4. INSURANCE

4.1 Ballet undertakes and agrees, at its own expense, to provide and maintain in full force and effect at all times during the initials term or any renewal term of this Agreement Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars for bodily injury and one million dollars for property damage. This policy should be endorsed to name City as additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than one million dollars.

4.2 All coverages required by this section shall be effective under Insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII or better. This rating requirement is waived for the workers compensation only. City reserves the right to inspect, and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

4.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by Ballet before any part of the service specified by this Agreement are commenced. The said Certificate shall name City as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium.

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

4.5 City will give Ballet prompt notice in writing if the institution of any suit or proceeding and permit Ballet to defend same, and will give all needed information, assistance, and authority to enable Ballet to do so. Ballet shall similarly give City immediate notice of any suit action filed or prompt notice of any claim arising out of the

performance of the contract. Ballet shall immediately provide City with copies of all pertinent papers received by Ballet pursuant to this provision of the Agreement.

4.6 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to city shall be furnished by Ballet.

5. INDEMNITY AND HOLD HARMLESS

5.1 Ballet hereby agrees to indemnify, defend and hold harmless City, its officers, agents and employees against any and all claims, demands, suits, damages, and expenses (including reasonable attorneys fees for the defense thereof) to City, or to any party for loss of life, or personal injury or property damage occurring on or about the premises, its surrounding area(s) or grounds, including but not limited to sidewalks and parking areas, when these are caused or contributed to by Ballet, arising out of or in connection within its use of the premises for the purpose stated therein.

6. TERMINATION AND CANCELLATION

6.1 For Convenience

Any party shall have the right to terminate this Agreement at its convenience upon thirty (30) day advance written notice to the other party.

6.2 Mutual Consent

This Agreement may be terminated immediately by the mutual consent of both parties.

6.3 For Cause

Except as otherwise provided herein, either party shall have the right to immediately terminate this Agreement after giving thirty (30) days written notice to the other party upon the occurrence of either of the following:

i) Non-appropriation or under appropriation of funds by the Governing Board or officials of either party to this Agreement which would limit the party's ability to comply with its duties and obligations under this agreement.

ii) Any time City manpower or personnel are not sufficient to meet City's obligation s hereunder.

iii) Failure for any reason, by either party, to fulfill its obligations under this agreement.

iv) Failure for any reason, by either party, to comply with Federal, State and Local Laws applicable to matters covered by this Agreement.

In the event this Agreement is terminated for cause, Ballet shall continue to have the right to use of the public facilities upon payment of a rental fee.

7. MISCELLANEOUS PROVISIONS

7.1 It is understood that the premises provided herein for use by Ballet are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by Opera, its agents, or employees, on account of race, sex, color, religion, disability, or national origin, in the use of or admission to the premises is prohibited and shall result in immediate termination of this Agreement by City.

7.2 The parties hereto stipulate that the venue of any possible litigation arising under this shall be Caddo Parish, Louisiana.

7.3 Any notices required or appropriate under this Agreement shall be given in writing to City and Ballet at the address shown below:

To City:
City of Shreveport
Director of Public Assembly and Recreation
505 Travis Street, Suite 550
Shreveport, La. 71101

To Ballet:
_____
Shreveport Metropolitan Ballet
P.O. Box 7745
Shreveport, La. 71137

or such other address as either party may specify from time to time throughout the initial term or any renewal term of this agreement.

7.4 Nothing contained herein or elsewhere in this agreement shall in any manner be deemed to create a partnership relationship between City and Ballet.

7.5 Ballet herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23: 1021(6) and as such, it is expressly agreed and understood between the parties hereunto, in entering into this Agreement, City shall not be liable to Ballet for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana, and further, under the provision of R.S.

23:1034, anyone employed by Ballet not be considered an employee of City for purposes of Worker's Compensation.

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

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

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

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

c. Ballet agrees to permit any duly authorized representative of the City to audit the records and books pertaining to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Ballet's operation hereunder. City shall provide written notice prior to the execution of this provision. If the Ballet or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Ballet agrees to deliver the records or have the records delivered to the City's designated representative at an address designated by the City within the City of Shreveport. If the City's designated representative finds that the records delivered by the Ballet are incomplete, Ballet agrees to pay the City representative's cost to travel to Ballet's office to audit or retrieve the complete records.

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

7.9 This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.

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

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

Signatures on the Following Page

IN WITNESS THEROF, the parties hereto have caused this agreement to be executed in multiple original copies, this _____day of _____, 2022.

WITNESSES:

_____

_____

CITY OF SHREVEPORT:

BY: _____

Adrian Perkins, Mayor

WITNESSES:

_____

_____

SHREVEPORT METROPOLITAN BALLET

BY: _____

Shreveport Metropolitan Ballet
P.O. Box 7745
Shreveport, La. 71137

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND THE PARISH OF CADDO RELATIVE TO THE CITY OF SHREVEPORT'S GUARANTEED INCOME PROGRAM AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

DATE
August 16, 2022

ORIGINATING DEPARTMENT
Department of Community Development

CITY COUNCIL DISTRICT
City-wide

SPONSOR

PURPOSE
To authorize the execution of a Cooperative Endeavor Agreement with the Parish of Caddo relative to the Parish's funding of the City of Shreveport's Guaranteed Income Pilot Program in the amount of $432,000.

BACKGROUND INFORMATION
The Parish of Caddo desires to appropriate a total of $432,000 to support the City of Shreveport's Guaranteed Income Pilot Program which will pay a random selection of up to 110 citizens at least $600 per month to empower recipients to address their most urgent day to day needs. These monthly payments are intended to supplement rather than replace existing social safety nets. Additional funding in the amount of $500,000 has been obtained from the Mayors for a Guaranteed Income Coalition (MGI) in the amount of $500,000.

Support for this program was previously granted pursuant to Resolution 113 of 2021 of the Shreveport City Council. These funds will be deposited into the Special Revenue Fund for Community Development, who will oversee all expenditures and ensure that the goals of the program, including but not limited to data collection are achieved. Further, the Department of Community Development will partner with the United Way of Northwest Louisiana, who will serve as a third-party administrator of the program in conjunction with the Shreveport Financial Empowerment Center.

TIMETABLE
Introduction: August 23, 2022
Final Passage: September 13, 2022

ATTACHMENT(S)
Exhibit "A" Work Plan
Exhibit "B" Cooperative Endeavor Agreement

SPECIAL PROCEDURAL REQUIREMENTS
None

FINANCES
$432,000

SOURCE OF FUNDS
Parish of Caddo

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

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

FACT SHEET PREPARED BY: Thea R. Scott,
Bureau Chief of
Administration

RESOLUTION NO. _____ OF 2022

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND THE PARISH OF CADDO RELATIVE TO THE CITY OF SHREVEPORT'S GUARANTEED INCOME PROGRAM AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, Article VII, Section 14 of the Constitution of the State of Louisiana states, "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, many residents of the City of Shreveport and surrounding areas have struggled to support themselves and their families, and the economic shock of the pandemic has left them more vulnerable than ever.

WHEREAS, nearly 40% of Americans could not afford a single $400 emergency prior to the pandemic, and rising income inequality is compounded by an ever-growing wealth divide; and

WHEREAS, technology and automation are forecasted to further exacerbate the economic insecurities of working class Americas, potentially eliminating as much as 25% of the workforce; and

WHEREAS, providing an income floor through which no American family could fall will benefit individuals and communities both now and in the future; and therefore the City of Shreveport desires to initiate a pilot Guaranteed Income Program that offers a small group of low income single-parent families at least $600 dollars a month for a year; and

WHEREAS, a guaranteed income would empower recipients to address their most urgent day to day needs and provide a cushion for unpredictable expenses; and

WHEREAS, the Parish of Caddo desires to appropriate $432,000 in support of the SGI program in accordance with the terms of a Cooperative Endeavor Agreement which is attached hereto; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Shreveport, in due, legal and regular session convened, 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. Such documents shall include the Cooperative Endeavor Agreement annexed hereto as Exhibit B or a document substantially similar in form and substance.

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

SUBAWARD AGREEMENT FOR THE AMERICAN RESCUE PLAN ACT
BETWEEN
CADDO PARISH, LOUISIANA AND
THE CITY OF SHREVEPORT, LOUISIANA

This Subrecipient Agreement ("Agreement") for the federally-funded American Rescue Plan Act ("ARPA") (codified at 31 C.F.R. Part 35) is made entered into on this _____ day of _____, 2022 between the Parish of Caddo, ("Parish") and the City of Shreveport ("the Subrecipient").

WHEREAS, the Parish has received funding through the ARPA from the United States Department of the Treasury; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing certain American Rescue Plan Act (ARPA) funds; and

WHEREAS, the Parish desires to offer a Subaward to the Subrecipient with respect to ARPA from the U.S. Treasury Department for the purpose of assisting citizens that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines; and

WHEREAS, this Agreement shall make the Subrecipient a subrecipient/pass-through entity under 2 C.F.R. § 200.1 receiving a subaward under ARPA §§ 602(c)(3) and 603(c)(3) of the Social Security Act (codified at U.S.C. §§ 802-803, as amended), which implements § 9901 of ARPA and the Subrecipient shall carry out a program or project on behalf of the Parish with the Parish's Federal award funding.

THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the Parish and the Subrecipient agree as follows:

1. Information Required by the Uniform Grant Guidance ("UGG") (2 C.F.R. § 200.332).

   a. The Subrecipient's name (must match the name associated with its unique entity identifier): **City of Shreveport.**
   b. The Subrecipient's unique entity identifier (formerly known as DUNS number): **E4TMLTXS3WV9.**
   c. Federal Award Identification Number ("FAIN"): **SLFRP0025**.
   d. Federal Award Date of the award to the Parish: **March 11, 2021.**
   e. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **January 1, 2022** and shall end on **December 31, 2022,** unless terminated earlier in accordance with the provisions of this Agreement.
   f. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on January 1, 2022 and shall end on December 31, 2022.
   g. Amount of Federal Funds Obligated by this Agreement by the Parish to the Subrecipient: AMOUNT WRITTEN OUT (Four Hundred Thirty-two Thousand and zero dollars).

h. Total Amount of Federal Funds Obligated by the Parish to the Subrecipient, including the amounts in this Agreement: AMOUNT WRITTEN OUT ($Four Hundred Thirty-two Thousand and zero dollars).
i. Total Amount of the Federal Award committed to the Subrecipient by the Parish: AMOUNT WRITTEN OUT ($Four Hundred Thirty-two Thousand and zero dollars).
k. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): _____
l. Contact information:
    1) Name of Federal Awarding Agency and Contact Information:

United States Department of Treasury
Attn: State and Local Fiscal Recovery Funds
1500 Pennsylvania Avenue N.W.
Washington, D.C. 20220
SLFRP@treasury.gov
Telephone: 202-622-2000
Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund

    2) Contact Information for the Grantee

Parish of Caddo
Jalisa Thomas
Grants Manager
P.O. Box 1127
Shreveport, LA 71163
jthomas@caddo.org
318-226-6900
https://www.caddo.org

    3) Contact Information for the Subrecipient:

City of Shreveport, Office of Community Development
Bonnie Moore, Director
401 Texas Street
Shreveport, LA 71101
Bonnie.Moore@shreveportla.gov
318-673-5900
https://www.shreveportla.gov

m. Assistance Listing Number and Title: 21.027 Coronavirus State and Local Fiscal Recovery Funds

    1) The amount made available under the Federal award and the Assistance

Listings Number at time of disbursement is: WRITE OUT AMOUNT ($Four Hundred Thirty-two Thousand and zero dollars).

n. This subaward is a program grant and not for Research and Development.

o. Indirect Cost Rate: (*de minimis* cost rate) maximum of indicated in the budget: there are no indirect costs

2. Scope of Work. The Subrecipient shall perform all services according to the Federal award project description as indicated in the Scope of Work contained in Exhibit A ("Work"), attached hereto and incorporated by this reference. Any deviation from the provisions detailed

a. Invoices. On or before the fifteenth (15th) day of each month, the Subrecipient shall submit invoices for the most recent month ended to the Parish for the duration of the Work and for one (1) month after the completion of the Work, setting forth actual expenditures of the Subrecipient in accordance with this Agreement. The Subrecipient shall provide backup documentation with all invoices to show compliance with all Federal, state, and local laws.

b. Disapproval of Compensation. The Parish may disapprove the requested compensation. If the compensation is so disapproved, the Parish shall notify the Subrecipient as to the disapproval and the reason(s) therefor in writing. If payment is approved, no notice will be given.

c. Payments. Specific project completion dates may be negotiated during the contract term. Payment may be reduced, delayed, or denied until acceptable work products are produced.

3. Costs.

a. Costs shall be necessary, reasonable, and directly related to the scope of the Work. All costs shall be legal and proper. The budget in Exhibit A shall control amounts of allowable expenditures within budget categories.

b. Documentation of Costs. The Subrecipient shall maintain records on materials purchased, services performed, individuals and families served, and all actions and items related to the Work. All costs shall be supported by evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible by the Parish.

4. Reporting and Monitoring.

a. Reporting. The Subrecipient shall submit monthly financial reports to the Parish fifteen (15) calendar days after the month's end for the duration of the Work as well as a final report at the conclusion of the Work. Additional programmatic reports or metrics

reporting may be required based on program needs. Monthly and final reports shall contain information regarding the progress of the Work and the financial information related thereto. The Subrecipient shall further comply with any additional reporting obligations established by the Parish as it relates to this subaward. Failure to provide the required documentation and information shall affect the funding in this Agreement and future requests for funding and may result in the termination of this Agreement.

b. Monitoring. The Parish shall monitor the Subrecipient to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals as listed in Exhibit A are achieved, as required by 2 C.F.R. § 200.332(d). The Parish shall monitor the Subrecipient and identify any failures in the administration and performance of the award. The monitoring plan shall also serve to identify whether the Subrecipient needs technical assistance. Should the Parish find any deficiencies by means of its monitoring of the Subrecipient, the Parish reserves the right to terminate this Agreement as provided herein or to require the Subrecipient to take corrective action as in its sole discretion it sees fit.

In addition to program performance, the Parish shall monitor financial performance as required by 2 C.F.R. § 200.332(d)(1)). Monitoring shall be used to document allowable and unallowable costs, time, and effort reporting and travel. Monitoring also will be used to follow up on findings identified in an earlier monitoring visit, from document reviews or after an audit to ensure the Subrecipient took corrective action. 2 C.F.R. § 200.332(d)(2).

5. Responsibilities. The Subrecipient shall furnish the necessary resources, materials, services, and otherwise to do all things necessary for the performance of the Word described in the scope of work in Exhibit A, along with the budget required for that performance in Exhibit A

6. Access to Records.

a. The Parish, its auditors, the Federal awarding agency, the Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives shall have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe, and copy on the Subrecipient's premises any records, financial statements, and files of the Subrecipient which will allow the Parish to meet the requirements of 2 C.F.R. § 200.332, for audits, or for any other applicable law, policy, or procedure. This right includes timely and reasonable access to the Subrecipient's personnel for the purpose of interviews and discussion related to such documents. 2
C.F.R. § 200.337(a). Furthermore, the Parish shall have access, during normal business hours, to examine, audit, test, and analyze any and all items purchased or constructed in whole or in part using funds provided pursuant to this Agreement.

b. The Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of five (5) years after the date of submission of the final expenditure report under this subaward. Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the

Federal awarding agency, or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until the final completion of the actions and resolutions of all issues has occurred.

7. Debarment and Suspension. The Subrecipient represents that neither it nor any of its principals has been debarred, suspended, or determined ineligible to receive federally funded contracts. The Subrecipient is subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986), 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. The Subrecipient further agrees that it will notify the Parish immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs.

8. Federal Funding Accountability and Transparency Act of 2006. In compliance with the Federal Funding Accountability and Transparency Act of 2006, as amended (Pub.L. 109-282) ("FFATA"), and 2 C.F.R. Part 25, the Subrecipient shall obtain a unique entity identifier (formerly a DUNS number) and an active registration in System for Award Management ("SAM"). The Subrecipient shall maintain its unique entity identifier and an active SAM registration for the duration of this Agreement. In addition, the Subrecipient shall provide the Parish with all information requested by the Parish to enable the Parish to comply with the reporting requirements of FFATA and other applicable law.

9. Licenses, Certifications, Permits, and Accreditation. The Subrecipient, its employees, and its subcontractors shall procure and keep current any license, certification, permit, or accreditation required by Federal, state, or local law. The Subrecipient shall submit to the Parish proof of any such licensure, certification, permit, or accreditation upon request.

10. Closeout. The Parish shall determine whether all applicable administrative actions and all required work under the project description have been completed by the Subrecipient at the end of the period of performance. If all required work has been completed, the Parish or the Federal awarding agency shall close out the Federal award. If the Subrecipient fails to complete the requirements of this subaward, the Federal awarding agency or the Parish shall closeout the award with the information available. 2 C.F.R. § 200.344.

11. Audits. The parties shall comply with the provisions of the Single Audit Act, as amended (codified at 31 U.S.C. §§ 7501, *et seq.*), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), and any other applicable law. The Subrecipient shall allow the Parish to monitor its activities in connection with the Work to ensure that the subaward is used for authorized purposes and is used in compliance with Federal, state, and local laws, regulations, the terms of the Federal award, and the terms of this Agreement. Should the Parish find any deficiencies by means of its audits of the Subrecipient, the Parish reserves the right to terminate this Agreement as provided herein or to require the Subrecipient to take corrective action as in its sole discretion it sees fit.

12. Limitations on Expenditures. the Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. The Parish shall only reimburse the Subrecipient for documented expenditures incurred during the term of this Agreement that are: (i) reasonable and necessary to carry out the work detailed in the project description, (ii) documented by contracts or other evidence of liability consistent with established Federal, state, and local procurement guidelines, and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

13. Program Income. It is not the intent of this Agreement to produce income relating from the Work. However, any income directly generated from the use funds associated with this Agreement by the Subrecipient shall be returned to the Parish.

14. Termination for Cause.

a. Default. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by a party for failing to pay any amount when due under this Agreement, which must be cured within twenty (20) calendar days after the receipt of the written notice of default, the defaulting party shall have thirty (30) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) calendar days, to provide a written cure plan. The defaulting party shall begin implementing the cure plan immediately after receipt of the written notice of default by the other party that the other party approves the plan.

b. Termination. If a defaulting party fails to cure the default as provided above, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. Upon termination of this Agreement, each party shall pay to the other party any funds due under this Agreement up to the date of termination. Upon a material breach of this Agreement by the Subrecipient, the Parish may require full repayment of any monies advanced under this Agreement.

c. In the event the Subrecipient fails to comply with Federal, state, or local laws, regulations, the terms of the Federal award, or the terms of this Agreement, the Parish reserves the right to terminate this Agreement. The Parish shall do so by providing the Subrecipient thirty (30) calendar days' written notice.

d. This Agreement shall automatically be terminated in the event funds under Federal award are discontinued by the Federal awarding agency for any reason. Such termination shall take effect upon receipt of written notice by the Subrecipient from the Parish. If there is a need to settle on an early termination, partial payment up to the termination date shall be made and shall be determined by the incurrence of allowable costs, by completion of tasks related to the Work, by the percent of time completed up

to the settlement, or by some other method as defined by the Parish upon review of the Subrecipient’s records.

e. Notwithstanding any other provision of this Agreement, should there be any fraud, misrepresentation, embezzlement, or any other criminal activity associated with this project by either party, the other party may pursue any and all legal and equitable remedies available to it against any and all parties associated with this Agreement.

15. Termination for Convenience.

a. Either party may terminate this Agreement by giving written notice to the non-terminating party at least thirty (30) calendar days' prior to the termination. The parties shall agree upon the termination conditions, including the effective date of termination and, in the case of partial termination, the portion of the award to be terminated.

b. The Subrecipient may terminate this Agreement upon thirty (30) calendar days' prior written notice to the contact person for the Parish as indicated in this Agreement. The notice of termination shall set forth the reasons for such termination, the effective date of termination, and in the case of partial termination, the portion of the award to be terminated.

16. General Terms and Conditions.

a. Compliance with Applicable Laws. The Subrecipient and its agents and representatives shall perform all activities funded by this Agreement in accordance with all applicable Federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the Work, including without limitation laws which regulate the use of funds allocated under ARPA, and with the terms and conditions of the Federal award.

The parties agree and acknowledge that this Agreement is reflective of requirements issued and identified with the *Interim Final Rule* of the United States Department of the Treasury and that this Agreement is subject to change with the *Final Rule* of the United States Department of the Treasury, which has not been yet issued as of the date of this Agreement.

b. Taxes. The Subrecipient shall pay all current and applicable local, Parish, Parish, state, and Federal taxes, licenses, and assessments related to the Work to be performed by the Subrecipient pursuant to this Agreement including, but not limited to, those payments required by all Federal, state, and local laws, and any other laws under which the Subrecipient may be liable.

c. Performance Term Extension. The Parish may consider an extension of the term of performance based on justifiable circumstances beyond the control of the Subrecipient. The Subrecipient shall make application in writing and shall submit appropriate documentation to the Parish regarding such circumstances. Any such request for extensions shall be subject to the written approval by the Parish. The decision of the Parish shall be final and conclusive.

d. Indemnification. The Subrecipient agrees that it shall indemnify and save harmless the Parish, its officers, agents, and employees from:

1) Any claims or losses for services rendered by any contractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of this Agreement; and

2) Any claims or losses resulting to any person or firm injured or damaged by the erroneous willful or negligent acts or omissions, including disregard of Federal, state, or local statutes or regulations by the Subrecipient, its officers, employees, or contractors in the performance of this Agreement.

e. Conflicts of Interest. The Subrecipient represents that none of its employees, officers, or directors presently have any interest, either directly or indirectly, which would conflict in any manner with the Subrecipient's performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by the Subrecipient.

f. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof. This Agreement is also composed of the following:

1) Exhibit A – Scope of Work and Performance Goals and Grant Award Budget.

g. Amendment. The parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement and are executed in writing by a duly authorized representative of both parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement.

h. Jurisdiction. This Agreement shall be construed according to the laws of the State of Louisiana and venue for any action related thereto shall lie exclusively in Caddo Parish, Louisiana.

i. Force Majeure. Any failure to perform a material obligation under this Agreement that is caused by a Force Majeure shall not be considered a default by that party. Force Majeure is defined as delay caused by activities or factors beyond the party's control, including, but not limited to, delays by reason of strikes, acts of God, fires, floods, delays or defaults by suppliers of materials or services, or acts of the public enemy.

j. Independent Contractor. It is expressly agreed that the Subrecipient is acting as an independent contractor in performing the services specified herein. The Parish shall carry no workers' compensation insurance, health or accident insurance to cover the Subrecipient or Subrecipient's employees for any type of loss which might result to the Subrecipient or the Subrecipient's employees in connection with the performance of the Work set forth in this Agreement. The Parish shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer- employee relationship, it being specifically agreed that the Subrecipient is not acting herein as an employee of the Parish, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.

k. Severability. In the event any section, subsection, subdivision, paragraph,

subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Agreement, as if such invalid or unconstitutional provision was not originally a part of this Agreement.

l. Headings. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

m. Compliance with Law. The parties mutually represent that throughout the term of this Agreement their respective performance under this Agreement shall be, and shall remain, in compliance with all applicable federal, state, and local laws and regulations.

n. The terms and conditions of this Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assignees.

o. Assignment. The Subrecipient shall not assign or transfer any interest in this contract without the prior written approval of the Parish.

p. All continuing covenants or obligations herein shall survive the expiration or earlier termination of this Agreement.

q. Nondiscrimination. The Subrecipient agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

r. Title VI Civil Rights Act Implementation and Assurances. The Subrecipient, and its sub-contractors, sub-recipients, sub-grantees, successors, transferees, and assignees shall comply with:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*, 78 stat. 252) and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and guidance prohibiting discrimination on the basis of race, color, national origin, age, sex, and disability and give assurance that it will promptly take any measures necessary to ensure such compliance;

b. All applicable provisions governing the Parish's and applicable federal department's or agency's access to records, accounts, documents, information, facilities, and staff;

c. Any program or compliance reviews, or complaint investigations, or both, conducted by the Parish or Federal department or agency;

d. Record retention and reporting requirements, maintain and preserve all project Records for a minimum of five (5) years and all requests for documents and materials in a timely, complete, and accurate manner; and

e. All other reporting, data collection, and evaluation requirements, as required by the Parish, prescribed by law, or detailed in program guidance.

s. Americans with Disabilities Act. The Subrecipient agrees to comply with the requirements of the Americans with Disabilities Act and the Equal Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such compliance in any contractual agreements with subcontractors.

t. Standards of Work. The Subrecipient agrees to implement the Subaward and perform pursuant to the requirements of this Agreement in a manner consistent with that level of care and skill ordinarily exercised by subrecipients currently practicing under similar conditions, particularly in reference to restricted or sponsored programs. The Subrecipient understands that this Agreement is being issued under a federal award.

u. Disclosure of Information. Any confidential or personally identifiable information acquired by the Subrecipient during the course of the Subaward shall not be disclosed by the Subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Parish, either during the term of this Agreement or in the event of termination of this Agreement for any reason whatsoever. The Subrecipient agrees to abide by applicable Federal regulations regarding confidential information and research standards, as appropriate for federally supported projects.

v. Authority. The officials who executed this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the Parish and on behalf of the Subrecipient, respectively, and that by their signatures below, the terms and provisions hereof constitute valid and enforceable obligations of each.

w. Copies Same as the Original. This Agreement shall be executed in the original and any number of executed copies. Any copy of this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

WITNESSES:

CADDO PARISH

_____

By_____
Woodrow Wilson, Jr.
Administrator & CEO

_____

WITNESSES:

CITY OF SHREVEPORT

_____

By_____
Adrian S. Perkins
Mayor

_____

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks:

The Subrecipient will be responsible for administering the Project for homeless, low-income individuals, who are experiencing housing insecurity. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the Parish.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Mayor Adrian Perkins submitted a resolution to the Shreveport City Council on September 14, 2021, to receive $500,000 from the Mayors for Guaranteed Income (MGI), which includes the requisite statement of support for the guaranteed income Shreveport Guaranteed Income (SGI) Pilot Program. MGI is an alliance of 50 mayors advocating for a guaranteed income to ensure that all Americans have an income base. A guaranteed income is a monthly, unconditional cash payment given directly to randomly selected families or individuals**.** The resolution was ratified on September 28, 2021.

Matching funds of **$432,000** have been obtained from local sources to match MGI contribution. However, Mayor Perkins will be actively seeking additional funds from public, philanthropic, and private sources on an ongoing basis. Upon approval of the resolution, a Memorandum of Understanding will be executed with MGI, and the United Way of Northwest Louisiana (Shreveport Financial Empowerment Center).

Upon approval of the plan and receipt of the funds from MGI, the City of Shreveport Department of Community Development will deposit the $500,000.00 from MGI into the Special Revenue Fund for Community Development, which by resolution will be allocated to "SGI Pilot Program." The department will oversee the expenditures and ensure that the programmatic goals and data collection are achieved.

Mayor Adrian Perkins will announce the launch of the Shreveport Guaranteed Pilot Program on January 10, 2022. During the launch, he will announce the availability of applications for the program. The total number of participants in the first cohort will be

110. The Mayor's office will lead the effort and coordinate any advocacy with Madeline Neighly, Director of Advocacy MGI. The Shreveport GI Team will consist of:

Founder & Lead: Mayor Adrian Perkins

Research Team: Abt Associates and University of Pennsylvania CCIR

Fiscal Sponsor and Administrator: Community Development Third-party

Administrator: STEADY

Participating Partner: United Way of Northwest Louisiana

Application Assistance and Supporting Partners: Shreveport Recreation & Community Centers, Shreveport Financial Empowerment Center, and its participating partners.

A representative from the Mayor's Office, City of Shreveport's Community Development Department, and the Shreveport Financial Empowerment Center (SFEC) will participate in bi-weekly check-ins with MGI. Community Development and Sukhi Samra, Director of Mayors for a Guaranteed Income, or her designee will work together to navigate local tax laws to ensure the income is nontaxable.

The City of Shreveport will partner with several entities to implement SGI. The City of Shreveport's Department of Community Development will partner with STEADY who will serve as a third-party administrator for disbursement of funds. All participants will be offered Shreveport Financial Empowerment Services (SFEC), but it will not be a requirement to participate in the program. The SFEC will provide counseling on benefits and services. If our program elects for direct deposit and a participant is unbanked, they will be offered a bank card, which one of the SFEC's partners provides or the participant secures on their own. The Research Fellow will be recommended to MGI/University of Pennsylvania by the city.

STEADY, the third-party administrator for the SGI Pilot Program, will be primarily responsible for providing the following services:

- Distribution of Funds
  - Automatically distribute funds directly to the participants' depository bank account at the cadence deemed appropriate by MGI and City of Shreveport's Office of Community Development in a safe

and effective manner.

- Using technology partner, Dwolla, STEADY will create virtual accounts to store funds for each respective program. STEADY will work in tandem with established

banking partners and the SFEC to streamline the cash distribution process for all parties involved.

- Impact Measurement of Funds
  - MGI has selected the Center for Guaranteed Income Research (CGIR) to work alongside Steady in the measurement and tracking functions of the program. Together with the University of Pennsylvania School of Social Policy & Practice (SP2) - CGIR and Abt Associates to consolidate key learnings from UBI pilots and support governmental advocacy. Abt Associates will be conducting surveys with participants throughout the program.
  - Abt Associates, working under University of Penn's CGIR will work with Steady to get de-identified spending data in aggregate that emerges from the participants of each program during the duration of the pilot and evaluation.
  - Steady will be delivering data on the various program participants to CGIR and Abt Associates on an agreed upon schedule.

Research Fellow Responsibilities

- *Participant Liaison and Engagement*
  - Provide potential participants, recipients, and control groups with accurate and updated information through 1-1 relationships and produced materials;
  - Coordinate interactions between potential participants, recipients, and control groups and outside organizations and interested parties;
  - Ensure participant retention in both treatment and control groups in a community-based setting;
  - Field inquiries from potential participants, recipients, and control groups; and,
  - Coordinate research compensation payments and troubleshoot issues.

Data Collection and Management

- Contribute to the development of research designs, data collection methods, and strategies for data management in concert with other team members;
- Manage day-to-day logistics of data collection activities, such as troubleshooting around Qualtrics survey completion;
- Troubleshoot with participants when issues with surveys arise, including issuing reminders around survey completion deadlines;
- Coordinate day-to-day qualitative research-related activities for participants (e.g., schedule and complete one-on-one qualitative interviews, meetings, and other events);
- Implement quality control processes throughout;
- Write and format reports for external distribution;
- Create presentations for stakeholder meetings as requested. Represent research fidelity and integrity at stakeholder meetings; and,
- Perform other duties as assigned.

Abt Associates will randomly select applicants that fit the agreed upon requirements listed below:

- All participants will be single parents with school age children. *For the purpose of the SGI Pilot Program, a parent is defined as a mother, father, stepparent, grandparent, caregiver, or legal guardian. The participant must be functionally single (married or unmarried). If the participant is married, they must be currently separated or not living with their spouse. If the participant is unmarried, they cannot be cohabitating.*
- 100 percent of the participants' incomes will be up to 120 percent of the poverty rate as determined by the Department of Health and Human Services (HHS) poverty guidelines below:

FEDERAL POVERTY INCOME GUIDELINES

Family Size	100% Annually	19% Monthly	24% Monthly	100% Monthly	108% Monthly	120% Monthly
1	12,880	204	258	1,074	1,160	1,288
2	17,420	276	349	1,452	1,568	1,742
3	21,960	348	440	1,830	1,977	2,196

4	26,500	420	530	2,209	2,385	2,650
5	31,040	492	621	2,587	2,794	3,104
6	35,580	564	712	2,965	3,203	3,558
7	40,120	636	803	3,344	3,611	4,012
8	44,660	708	894	3,722	4,020	4,466

*These are the poverty income guidelines effective March 1, 2021.

- Participants will be selected within the city limits of Shreveport with 50 percent of the participants coming from the poorest zip codes in Shreveport; at least 23% of participants will be selected from unincorporated areas of Caddo Parish.

The City of Shreveport's GI Pilot Program will select participants based on the following criteria:

- 55 participants at $660 per month for 12 months = **$439,200** (MGI Funds).
- 55 participants at $660 per month for 12 months = **$432,600,** (Matching Funds).
- Total participant participation is 110.
- The total direct benefit to the participant is $ **871,200.**
- Administrative costs will be no more that 10% **($60,800**) over 12-month period.
- Total contribution is **$932,000,** which $500,000 is from MGI and $432,000 is from local sources.
- Additional funds raised through matching contributions will be used to pilot a new 12-month cohort.

Recruitment strategy

The city and the Shreveport Financial Empowerment Center will heavily publicize the program description and application dates along with a wide variety of other outreach strategies (flyers, social media, paid media (radio), and earned media sources). Information pertaining to the application will be advertised on social, mainstream, and print media. The applications will also be available on the cities and Shreveport Financial Empowerment Center's webpages: shreveportla.gov and unitedwaynwla.org. Applicants can apply at the Shreveport Financial Empowerment Center and its participating partners. Applications will be available to all residents of the city of Shreveport, however 50% of those selected will be from the following zip codes: 71101, 71103 , 71107, 71108, and

71109. Additionally, applications will be obtainable at the Shreveport Parks and Recreation centers located in the four identified zip codes.

Research Domains

Domain 1. Investigate improvement in income/employment and financial stability. Domain 2. Assess the change in the mental and physical health of the participant.

Domain 3. Evaluate changes in behavior, school attendance and academic performance for school aged children.

SHREVEPORT GUARANTEED INCOME BUDGET SOURCES

SOURCE	AMOUNT
MGI	$500,000
Local Sources (Match)	$432,000
TOTAL	**$932,000**

Shreveport Guaranteed Pilot Program (SGI) Budget

CITY OF SHREVEPORT	AMOUNT
SGI Pilot Programs' Project Manager (40%) PT	$29,400
Marketing & Outreach	4,200
Supplies & Other Expenses	955
Subtotal	**$34,555**
UNITED WAY OF NORTHWEST LOUISIANA	**AMOUNT**
FEC Nonprofit Manager (5%)	$ 3,650
3 Financial Counselors (10%)	12,500
Administrative Assistant (8%)	2,400
Fringe Benefits	4,637
Office Supplies	336
Credit Reports & Scores	336
Indirect Cost	2,386
Subtotal	**$26,245**
PARTICIPIPANT'S DISTRIBUTIONS (110)	**AMOUNT**
MGI's Contribution	$439,200
City of Shreveport's Match Contribution	$432,000
Subtotal	**$871,200**

TOTAL	**$932,000**

Shreveport Guaranteed Pilot Program (SGI) Schedule

ACTION	DATE(S)
SGI Application Submitted to MGI	September 2, 2021
Prepare MOUs	September 3, 2021
Researcher Identified	September 3, 2021
Researchers apply to CGIR at University of Pennsylvania	September 10 ,2021
Resolution Submitted to City Council	September 14, 2021
Resolution Ratified by City Council	September 28,2021
Execute MOUs (MGI, STEADY, United Way)	October 15, 2021
SGI Launch	January 10, 2022
Marketing, Outreach & Recruitment	January 7-17 2022
Accepting Applications	January 10, 2022
Application Deadline	January 17, 2022
Abt Applicant Selection & Eligibility Determination	January 18 – February 7, 2022
Randomized Data Available to Shreveport	February 7, 2022
United Way/Office of Community Development Onboarding	February 7-February 25, 2022
Participant Payments Start	February 28, 2022
Data Gathering/Income Research	February 28, 2022-February 28, 2023
Evaluation Completed by Abt- Final Report	January-February 2024

ORDINANCE AND RESOLUTION FACT SHEET **City of Shreveport**

TITLE	DATE	ORIGINATING DEPT./DIV.
A RESOLUTION AMENDING THE PAY PLAN FOR CLASSIFIED EMPLOYEES TO ADDRESS PAY COMPRESSIONS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	8/18/22	Human Resources **SPONSOR OR COUNCIL MEMBER**

PURPOSE

Purpose #1: Create a 5% gap between Grades 11 and 12, (current gap is less than 2%). In addition, maintains gap of 5% between Grade 12 and 13.

Reason Occurred: Due to migration of grades 8 through 11 for existing employees to the new compressed pay chart rates, the gap between grade 11 and grade 12 was reduced to less than 2%.

Benefit: Creates a gap of 5% which is in line with the average gap between grades in the City of Shreveport's pay chart. This change will also correct instances in which supervisors make less or very little more per hour than their subordinates.

Purpose #2: Move all identified supervisors in grades 12 and 13 to grade 14 (they will remain in their current step).

Reason Occurred: Caused by the migration of grades 8 – 11 to new compressed pay chart rates and pay increases in 2022, as well as no pre-defined minimum grade for supervisors in the past.

Benefit: Helps alleviate issue of supervisors making less than subordinates going forward.

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

BACKGROUND INFORMATION

At the beginning of 2022, the administration issued a one-time 13% pay increase to full-time City of Shreveport employees. When this increase was implemented, it caused pay compressions among some grades in the Classified service. One of the primary issues that occurred was that the pay increase caused some supervisors to make less than their subordinates. To remedy these compressions, Human Resources is requesting changes to the current pay scales which will become effective the first pay period after City Council approval.

TIMETABLE

Introduction: **August 23, 2022**

Final Passage: **September 13, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES	SOURCE OF FUNDS
$	General Fund Operating Reserves

CONCLUSION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Sherron Williams, HR Director

RESOLUTION NO. _____ OF 2022

A RESOLUTION AMENDING THE PAY PLAN FOR CLASSIFIED EMPLOYEES TO ADDRESS PAY COMPRESSIONS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, at the beginning of 2022, the administration issued a one-time 13% pay increase to full-time City of Shreveport employees which caused pay compressions among some grades in the Classified service, and

WHEREAS, the Human Resources Board adopted the attached pay plan at its July 19, 2022 board meeting to remedy these compressions.

WHEREAS, the pay plan attached hereto as Appendix "A" reflects the creation of a 5% Gap between Grades 11 and 12 to remedy the compressions; and

WHEREAS, Section 14.09 of the Charter of the City of Shreveport states further that, "Within sixty (60) days after the adoption of the classification plan by the personnel board the personnel director shall prepare and recommend to the council a pay plan. Such pay plan shall consist of a salary range for each class of position in the classification plan, which shall provide for regular increments within such range to be earned by length of service and satisfactory service ratings. Each such range shall be determined with due regard to the salary ranges for other classes and to the relative difficulty and responsibility of characteristic duties of positions in the class, the minimum qualifications required, the prevailing rate paid for similar private employment, and any other fact that may properly be considered to have a bearing on the fairness and adequacy of the range. The council shall have the power to adopt the pay plan with or without modification. When so adopted the pay plan shall remain in effect until amended by the council. When a pay plan has been adopted the council shall not increase or decrease the salaries of individual members of the classified service but shall act in fixing the salaries of members of the classified service only by amendment of the pay plan."; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular, and legal session convened, that the salary schedule attached hereto as Appendix "A" be and is hereby approved, effective the first pay period after City Council approval.

BE IT FURTHER RESOLVED that if any provision of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this Resolution which can be given affect 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 in conflicts herewith are hereby repealed.

APPROVED AS TO LEGAL FORM

_____

Office of the City Attorney

Pay Chart Employees Hired Prior to 01/01/2022

GRADE	SCHEDULE	MIMIMUM	6 MONTHS	1	2	3	4	5	6	7	8	9	10	11	12
8	S/M	1241.91	1262.93	1284.9	1341.26	1386.17	1435.84	1485.52	1539.02	1632.46	1647.92	1709.06	1774.98	1842.8	1911.59
8	S/M MONTHLY	2483.82	2525.86	2569.8	2682.52	2772.34	2871.68	2971.04	3078.04	3264.92	3295.84	3418.12	3549.96	3685.6	3823.18
8	S/M ANNUAL	29805.84	30310.32	30837.6	32190.24	33268.08	34460.16	35652.48	36936.48	39179.04	39550.08	41017.44	42599.52	44227.2	45878.16
8	HR	14.33	14.58	14.83	15.48	16	16.57	17.14	17.76	18.39	19.02	19.72	20.48	21.27	22.06
8	HR OT RATE	21.5	21.87	22.25	23.22	24	24.86	25.71	26.64	27.59	28.53	29.58	30.72	31.91	33.09
8	HR MONTHLY	2483.87	2527.2	2570.53	2683.2	2773.33	2872.13	2970.93	3078.4	3187.6	3296.8	3418.13	3549.87	3686.8	3823.73
8	HR ANNUAL	29806.4	30326.4	30846.4	32198.4	33280	34465.6	35651.2	36940.8	38251.2	39561.6	41017.6	42598.4	44241.6	45884.8
9	S/M	1304.97	1326.93	1350.82	1410.05	1458.77	1511.31	1563.85	1620.22	1678.49	1737.72	1801.73	1871.47	1943.12	2016.67
9	S/M MONTHLY	2609.94	2653.86	2701.64	2820.1	2917.54	3022.62	3127.7	3240.44	3356.98	3475.44	3603.46	3742.94	3886.24	4033.34
9	S/M ANNUAL	31319.28	31846.32	32419.68	33841.2	35010.48	36271.44	37532.4	38885.28	40283.76	41705.28	43241.52	44915.28	46634.88	48400.08
9	HR	15.06	15.31	15.59	16.27	16.84	17.44	18.05	18.7	19.37	20.05	20.79	21.6	22.42	23.27
9	HR OT RATE	22.59	22.97	23.39	24.41	25.26	26.16	27.08	28.05	29.06	30.08	31.19	32.4	33.63	34.91
9	HR MONTHLY	2610.4	2653.73	2702.27	2820.13	2918.93	3022.93	3128.67	3241.33	3357.47	3475.33	3603.6	3744	3886.13	4033.47
9	HR ANNUAL	31324.8	31844.8	32427.2	33841.6	35027.2	36275.2	37544	38896	40289.6	41704	43243.2	44928	46633.6	48401.6
10	S/M	1370.88	1394.76	1419.6	1482.65	1534.24	1590.6	1646.97	1706.2	1768.29	1832.3	1899.17	1973.69	2049.15	2127.49
10	S/M MONTHLY	2741.76	2789.52	2839.2	2965.3	3068.48	3181.2	3293.94	3412.4	3536.58	3664.6	3798.34	3947.38	4098.3	4254.98
10	S/M ANNUAL	32901.12	33474.24	34070.4	35583.6	36821.76	38174.4	39527.28	40948.8	42438.96	43975.2	45580.08	47368.56	49179.6	51059.76
10	HR	15.82	16.1	16.38	17.11	17.71	18.36	19.01	19.69	20.41	21.15	21.92	22.78	23.65	24.55
10	HR OT RATE	23.73	24.15	24.57	25.67	26.57	27.54	28.52	29.54	30.62	31.73	32.88	34.17	35.48	36.83
10	HR MONTHLY	2742.13	2790.67	2839.2	2965.73	3069.73	3182.4	3295.07	3412.93	3537.73	3666	3799.47	3948.53	4099.33	4255.33
10	HR ANNUAL	32905.6	33488	34070.4	35588.8	36836.8	38188.8	39540.8	40955.2	42452.8	43992	45593.6	47382.4	49192	51064

APPENDIX A

Pay Chart Employees Hired Prior to 01/01/2022

11	S/M	1440.62	1465.46	1492.21	1559.08	1614.49	1673.71	1734.85	1796.95	1861.91	1931.65	2001.39	2081.64	2161.88	2244.04
11	S/M MONTHLY	2881.24	2930.92	2984.42	3118.16	3228.98	3347.42	3469.7	3593.9	3723.82	3863.3	4002.78	4163.28	4323.76	4488.08
11	S/M ANNUAL	34574.88	35171.04	35813.04	37417.92	38747.76	40169.04	41636.4	43126.8	44685.84	46359.6	48033.36	49959.36	51885.12	53856.96
11	HR	16.63	16.91	17.22	17.99	18.63	19.32	20.02	20.74	21.49	22.29	23.1	24.02	24.95	25.9
11	HR OT RATE	24.95	25.37	25.83	26.99	27.95	28.98	30.03	31.11	32.24	33.44	34.65	36.03	37.43	38.85
11	HR MONTHLY	2882.53	2931.07	2984.8	3118.27	3229.2	3348.8	3470.13	3594.93	3724.93	3863.6	4004	4163.47	4324.67	4489.33
11	HR ANNUAL	34590.4	35172.8	35817.6	37419.2	38750.4	40185.6	41641.6	43139.2	44699.2	46363.2	48048	49961.6	51896	53872

Adjusted Grade 12 with 5% Gap between Grade 11 and 12

12	S/M	1512.651	1539.471053	1568.079	1637.811	1698.603	1760.289	1826.446	1891.708	1960.546	2035.642	2108.95	2194.774	2278.811	2366.423
12	S/M MONTHLY	3025.302	3078.942106	3136.158	3275.622	3397.207	3520.579	3652.891	3783.416	3921.092	4071.284	4217.9	4389.549	4557.621	4732.845
12	S/M ANNUAL	36303.624	36947.30528	37633.9	39307.47	40766.48	42246.95	43834.69	45400.99	47053.1	48855.41	50614.8	52674.58	54691.45	56794.14
12	HR	17.46	17.77	18.10	18.91	19.61	20.32	21.08	21.84	22.63	23.50	24.34	25.34	26.31	27.32
12	HR OT RATE	26.19	26.66	27.15	28.36	29.41	30.48	31.63	32.76	33.95	35.25	36.52	38.00	39.46	40.98
12	HR MONTHLY	3026.66	3080.324184	3137.566	3277.093	3398.732	3522.159	3654.531	3785.114	3922.852	4073.112	4219.794	4391.519	4559.667	4734.97
12	HR ANNUAL	36319.92	36963.89021	37650.79	39325.11	40784.78	42265.91	43854.37	45421.37	47074.22	48877.34	50637.52	52698.23	54716	56819.64

13	S/M	1598.87	1627.75	1658.67	1733.92	1797.84	1862.78	1932.88	2002.97	2079.25	2155.54	2236.98	2325.63	2416.35	2508.99
13	S/M MONTHLY	3197.74	3255.5	3317.34	3467.84	3595.68	3725.56	3865.76	4005.94	4158.5	4311.08	4473.96	4651.26	4832.7	4812.12
13	S/M ANNUAL	38372.88	39066	39808.08	41614.08	43148.16	44706.72	46389.12	48071.28	49902	51732.96	53687.52	55815.12	57992.4	57745.44
13	HR	18.46	18.79	19.13	20.01	20.74	21.49	22.3	23.11	23.99	24.87	25.82	26.83	27.88	28.95
13	HR OT RATE	27.69	28.19	28.7	30.02	31.11	32.24	33.45	34.67	35.99	37.31	38.73	40.25	41.82	43.43
13	HR MONTHLY	3199.73	3256.93	3315.87	3468.4	3594.93	3724.93	3865.33	4005.73	4158.27	4310.8	4475.47	4650.53	4832.53	5018
13	HR ANNUAL	38396.8	39083.2	39790.4	41620.8	43139.2	44699.2	46384	48068.8	49899.2	51729.6	53705.6	55806.4	57990.4	60216

Pay Chart Employees Hired Prior to 01/01/2022

14	S/M	1745.27	1777.21	1810.2	1892.66	1962.76	2035.96	2111.21	2190.59	2271	2357.59	2446.24	2544.17	2643.13	2745.19
14	S/M MONTHLY	3490.54	3554.42	3620.4	3785.32	3925.52	4071.92	4222.42	4381.18	4542	4715.18	4892.48	5088.34	5286.26	5490.38
14	S/M ANNUAL	41886.48	42653.04	43444.8	45423.84	47106.24	48863.04	50669.04	52574.16	54504	56582.16	58709.76	61060.08	63435.12	65884.56
14	HR	20.14	20.51	20.89	21.84	22.65	23.49	24.35	25.27	26.21	27.2	28.24	29.35	30.5	31.67
14	HR OT RATE	30.21	30.77	31.34	32.76	33.98	35.24	36.53	37.91	39.32	40.8	42.36	44.03	45.75	47.51
14	HR MONTHLY	3490.93	3555.07	3620.93	3785.6	3926	4071.6	4220.67	4380.13	4543.07	4714.67	4894.93	5087.33	5286.67	5489.47
14	HR ANNUAL	41891.2	42660.8	43451.2	45427.2	47112	48859.2	50648	52561.6	54516.8	56576	58739.2	61048	63440	65873.6

15	S/M	1906.07	1941.12	1977.2	2068.95	2145.23	2225.63	2309.14	2395.73	2484.39	2579.22	2676.12	2786.43	2893.64	3006.01
15	S/M MONTHLY	3812.14	3882.24	3954.4	4137.9	4290.46	4451.26	4618.28	4791.46	4968.78	5158.44	5352.24	5572.86	5787.28	6012.02
15	S/M ANNUAL	45745.68	46586.88	47452.8	49654.8	51485.52	53415.12	55419.36	57497.52	59625.36	61901.28	64226.88	66874.32	69447.36	72144.24
15	HR	21.98	22.39	22.81	23.87	24.75	25.68	26.65	27.64	28.68	29.76	30.88	32.15	33.38	34.68
15	HR OT RATE	32.97	33.59	34.22	35.81	37.13	38.52	39.98	41.46	43.02	44.64	46.32	48.23	50.07	52.02
15	HR MONTHLY	3809.87	3880.93	3953.73	4137.47	4290	4451.2	4619.33	4790.93	4971.2	5158.4	5352.53	5572.67	5785.87	6011.2
15	HR ANNUAL	45718.4	46571.2	47444.8	49649.6	51480	53414.4	55432	57491.2	59654.4	61900.8	64230.4	66872	69430.4	72134.4

16	S/M	2083.37	2121.53	2160.69	2261.72	2347.28	2433.87	2525.61	2621.48	2720.45	2823.54	2930.75	3051.36	3168.88	3292.57
16	S/M MONTHLY	4166.74	4243.06	4321.38	4523.44	4694.56	4867.74	5051.22	5242.96	5440.9	5647.08	5861.5	6102.72	6337.76	6585.14
16	S/M ANNUAL	50000.88	50916.72	51856.56	54281.28	56334.72	58412.88	60614.64	62915.52	65290.8	67764.96	70338	73232.64	76053.12	79021.68
16	HR	24.03	24.48	24.94	26.1	27.09	28.08	29.15	30.24	31.39	32.58	33.81	35.2	36.57	37.99
16	HR OT RATE	36.05	36.72	37.41	39.15	40.64	42.12	43.73	45.36	47.09	48.87	50.72	52.8	54.86	56.99
16	HR MONTHLY	4165.2	4243.2	4322.93	4524	4695.6	4867.2	5052.67	5241.6	5440.93	5647.2	5860.4	6101.33	6338.8	6584.93
16	HR ANNUAL	49982.4	50918.4	51875.2	54288	56347.2	58406.4	60632	62899.2	65291.2	67766.4	70324.8	73216	76065.6	79019.2

Pay Chart Employees Hired Prior to 01/01/2022

17	S/M	2276.15	2319.44	2362.74	2474.07	2567.88	2664.78	2765.82	2870.97	2979.2	3092.6	3210.11	3343.09	3472.98	3608.02
17	S/M MONTHLY	4552.3	4638.88	4725.48	4948.14	5135.76	5329.56	5531.64	5741.94	5958.4	6185.2	6420.22	6686.18	6945.96	7216.04
17	S/M ANNUAL	54627.6	55666.56	56705.76	59377.68	61629.12	63954.72	66379.68	68903.28	71500.8	74222.4	77042.64	80234.16	83351.52	86592.48
17	HR	26.26	26.77	27.26	28.54	29.64	30.75	31.91	33.12	34.38	35.69	37.04	38.58	40.06	41.63
17	HR OT RATE	39.39	40.16	40.89	42.81	44.46	46.13	47.87	49.68	51.57	53.54	55.56	57.87	60.09	62.45
17	HR MONTHLY	4551.73	4640.13	4725.07	4946.93	5137.6	5330	5531.07	5740.8	5959.2	6186.27	6420.27	6687.2	6943.73	7215.87
17	HR ANNUAL	54620.8	55681.6	56700.8	59363.2	61651.2	63960	66372.8	68889.6	71510.4	74235.2	77043.2	80246.4	83324.8	86590.4

18	S/M	2489.53	2536.96	2585.4	2709.12	2809.12	2916.31	3027.65	3143.12	3262.69	3387.43	3517.31	3663.68	3806.99	3955.43
18	S/M MONTHLY	4979.06	5073.92	5170.8	5418.24	5618.24	5832.62	6055.3	6286.24	6525.38	6774.86	7034.62	7327.36	7613.98	7910.86
18	S/M ANNUAL	59748.72	60887.04	62049.6	65018.88	67418.88	69991.44	72663.6	75434.88	78304.56	81298.32	84415.44	87928.32	91367.76	94930.32
18	HR	28.73	29.27	29.82	31.26	32.41	33.65	34.94	36.26	37.64	39.08	40.59	42.28	43.93	45.64
18	HR OT RATE	43.1	43.91	44.73	46.89	48.62	50.48	52.41	54.39	56.46	58.62	60.89	63.42	65.9	68.46
18	HR MONTHLY	4979.87	5073.47	5168.8	5418.4	5617.73	5832.67	6056.27	6285.07	6524.27	6773.87	7035.6	7328.53	7614.53	7910.93
18	HR ANNUAL	59758.4	60881.6	62025.6	65020.8	67412.8	69992	72675.2	75420.8	78291.2	81286.4	84427.2	87942.4	91374.4	94931.2

19	S/M	2726.63	2778.18	2830.76	2963.74	3077.13	3195.69	3317.33	3444.11	3576.07	3713.17	3855.44	4016.25	4173.97	4337.88
19	S/M MONTHLY	5453.26	5556.36	5661.52	5927.48	6154.26	6391.38	6634.66	6888.22	7152.14	7426.34	7710.88	8032.5	8347.94	8675.76
19	S/M ANNUAL	65439.12	66676.32	67938.24	71129.76	73851.12	76696.56	79615.92	82658.64	85825.68	89116.08	92530.56	96390	100175.3	104109.1
19	HR	31.45	32.06	32.66	34.2	35.5	36.88	38.28	39.73	41.26	42.84	44.49	46.35	48.16	50.04
19	HR OT RATE	47.18	48.09	48.99	51.3	53.25	55.32	57.42	59.6	61.89	64.26	66.74	69.53	72.24	75.06
19	HR MONTHLY	5451.33	5557.07	5661.07	5928	6153.33	6392.53	6635.2	6886.53	7151.73	7425.6	7711.6	8034	8347.73	8673.6
19	HR ANNUAL	65416	66684.8	67932.8	71136	73840	76710.4	79622.4	82638.4	85820.8	89107.2	92539.2	96408	100172.8	104083.2

Pay Chart Employees Hired Prior to 01/01/2022

20	S/M	2985.4	3042.08	3099.81	3248.26	3371.96	3500.82	3634.83	3775.03	3920.38	4070.89	4227.58	4405.92	4577.03	4758.46
20	S/M MONTHLY	5970.8	6084.16	6199.62	6496.52	6743.92	7001.64	7269.66	7550.06	7840.76	8141.78	8455.16	8811.84	9154.06	9516.92
20	S/M ANNUAL	71649.6	73009.92	74395.44	77958.24	80927.04	84019.68	87235.92	90600.72	94089.12	97701.36	101461.9	105742.1	109848.7	114203
20	HR	34.45	35.1	35.77	37.49	38.91	40.4	41.94	43.56	45.24	46.97	48.77	50.84	52.81	54.9
20	HR OT RATE	51.68	52.65	53.66	56.24	58.37	60.6	62.91	65.34	67.86	70.46	73.16	76.26	79.22	82.35
20	HR MONTHLY	5971.33	6084	6200.13	6498.27	6744.4	7002.67	7269.6	7550.4	7841.6	8141.47	8453.47	8812.27	9153.73	9516
20	HR ANNUAL	71656	73008	74401.6	77979.2	80932.8	84032	87235.2	90604.8	94099.2	97697.6	101441.6	105747.2	109844.8	114192

21	S/M	3269.9	3331.76	3396.71	3558.54	3695.65	3837.92	3985.32	4138.93	4298.71	4464.67	4636.83	4832.7	5023.41	5219.27
21	S/M MONTHLY	6539.8	6663.52	6793.42	7117.08	7391.3	7675.84	7970.64	8277.86	8597.42	8929.34	9273.66	9665.4	10046.82	10438.54
21	S/M ANNUAL	78477.6	79962.24	81521.04	85404.96	88695.6	92110.08	95647.68	99334.32	103169	107152.1	111283.9	115984.8	120561.8	125262.5
21	HR	37.74	38.44	39.19	41.07	42.64	44.28	45.99	47.76	49.6	51.52	53.5	55.75	57.97	60.22
21	HR OT RATE	56.61	57.66	58.79	61.61	63.96	66.42	68.99	71.64	74.4	77.28	80.25	83.63	86.96	90.33
21	HR MONTHLY	6541.6	6662.93	6792.93	7118.8	7390.93	7675.2	7971.6	8278.4	8597.33	8930.13	9273.33	9663.33	10048.13	10438.13
21	HR ANNUAL	78499.2	79955.2	81515.2	85425.6	88691.2	92102.4	95659.2	99340.8	103168	107161.6	111280	115960	120577.6	125257.6

22	S/M	3583.28	3652.35	3722.45	3901.81	4052.33	4207.98	4370.87	4539.93	4716.2	4897.64	5088.35	5303.8	5512.03	5728.52
22	S/M MONTHLY	7166.56	7304.7	7444.9	7803.62	8104.66	8415.96	8741.74	9079.86	9432.4	9795.28	10176.7	10607.6	11024.06	11457.04
22	S/M ANNUAL	85998.72	87656.4	89338.8	93643.44	97255.92	100991.5	104900.9	108958.3	113188.8	117543.4	122120.4	127291.2	132288.7	137484.5
22	HR	41.34	42.14	42.95	45.02	46.77	48.55	50.43	52.38	54.42	56.51	58.72	61.2	63.59	66.09
22	HR OT RATE	62.01	63.21	64.43	67.53	70.16	72.83	75.65	78.57	81.63	84.77	88.08	91.8	95.39	99.14
22	HR MONTHLY	7165.6	7304.27	7444.67	7803.47	8106.8	8415.33	8741.2	9079.2	9432.8	9795.07	10178.13	10608	11022.27	11455.6
22	HR ANNUAL	85987.2	87651.2	89336	93641.6	97281.6	100984	104894.4	108950.4	113193.6	117540.8	122137.6	127296	132267.2	137467.2

Pay Chart Employees Hired Prior to 01/01/2022

23	S/M	3928.63	4004.91	4082.23	4278.08	4444.05	4616.21	4794.56	4981.14	5172.88	5374.93	5584.19	5821.29	6050.15	6272.64
23	S/M MONTHLY	7857.26	8009.82	8164.46	8556.16	8888.1	9232.42	9589.12	9962.28	10345.76	10749.86	11168.38	11642.58	12100.3	12545.28
23	S/M ANNUAL	94287.12	96117.84	97973.52	102673.9	106657.2	110789	115069.4	119547.4	124149.1	128998.3	134020.6	139711	145203.6	150543.4
23	HR	45.33	46.21	47.1	49.37	51.28	53.26	55.32	57.48	59.69	62.03	64.43	67.16	69.8	72.56
23	HR OT RATE	68	69.32	70.65	74.06	76.92	79.89	82.98	86.22	89.54	93.05	96.65	100.74	104.7	108.84
23	HR MONTHLY	7857.2	8009.73	8164	8557.47	8888.53	9231.73	9588.8	9963.2	10346.27	10751.87	11167.87	11641.07	12098.67	12577.07
23	HR ANNUAL	94286.4	96116.8	97968	102689.6	106662.4	110780.8	115065.6	119558.4	124155.2	129022.4	134014.4	139692.8	145184	150924.8

RESOLUTION NO. 119 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT LOAN APPLICATION FORM 100A AND ACCOMPANYING DOCUMENTS FOR WATER TANK REHABILITATION TO THE DEPARTMENT OF HEALTH ON BEHALF OF THE CITY OF SHREVEPORT FOR THE PURPOSE OF PLACING THIS PROJECT ON THE COMPREHENSIVE PRIORITY LIST FOR FUNDING THROUGH THE DRINKING WATER REVOLVING LOAN FUND AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, the City of Shreveport is in need of improvements to the City of Shreveport Water Distribution System whose PWS ID No. is LA1017031 for Water Tank Rehabilitation; and,

WHEREAS, loans for this project may be available through the Drinking Water Revolving Loan Fund program operated by the Louisiana Department of Health Office of Public Health.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport that:

The Mayor of Shreveport is hereby authorized to submit a Loan Application Form 100A and accompanying documents to the Department of Health on behalf of the City of Shreveport for the purpose of placing this project on the Comprehensive Priority List for funding through the Drinking Water Revolving Loan Fund program; and,

The Mayor of Shreveport is further authorized to furnish such additional information as may reasonably be required in connection with the Loan Application; and,

The Mayor of Shreveport is hereby designated as the Official Project Representative and is hereby given signature authority for all relative documents for the City of Shreveport for any project that may result from the submission of the Loan Application Form 100A and accompanying documents. Furthermore, the Mayor of Shreveport representing City of Shreveport is hereby given the power and authority to do all things necessary to implement, maintain, amend, and renew such documents relative to any such project.

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

RESOLUTION NO. 120 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT LOAN APPLICATION FORM 100A AND ACCOMPANYING DOCUMENTS FOR LEAD JOINT WATER LINES TO THE DEPARTMENT OF HEALTH ON BEHALF OF THE CITY OF SHREVEPORT FOR THE PURPOSE OF PLACING THIS PROJECT ON THE COMPREHENSIVE PRIORITY LIST FOR FUNDING THROUGH THE DRINKING WATER REVOLVING LOAN FUND AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, the City of Shreveport is in need of improvements to the City of Shreveport Water Distribution System whose PWS ID No. is LA1017031 for the Replacement of Lead Joint Water Lines; and,

WHEREAS, loans for this project may be available through the Drinking Water Revolving Loan Fund program operated by the Louisiana Department of Health Office of Public Health.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport that:

The Mayor of Shreveport is hereby authorized to submit a Loan Application Form 100A and accompanying documents to the Department of Health on behalf of the City of Shreveport for the purpose of placing this project on the Comprehensive Priority List for funding through the Drinking Water Revolving Loan Fund program; and,

The Mayor of Shreveport is further authorized to furnish such additional information as may reasonably be required in connection with the Loan Application; and,

The Mayor of Shreveport is hereby designated as the Official Project Representative and is hereby given signature authority for all relative documents for the City of Shreveport for any project that may result from the submission of the Loan Application Form 100A and accompanying documents. Furthermore, the Mayor of Shreveport representing City of Shreveport is hereby given the power and authority to do all things necessary to implement, maintain, amend, and renew such documents relative to any such project.

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

RESOLUTION NO. 121 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT LOAN APPLICATION FORM 100A AND ACCOMPANYING DOCUMENTS FOR AMISS WTP TRANSMISSION PIPING TO THE DEPARTMENT OF HEALTH ON BEHALF OF THE CITY OF SHREVEPORT FOR THE PURPOSE OF PLACING THIS PROJECT ON THE COMPREHENSIVE PRIORITY LIST FOR FUNDING THROUGH THE DRINKING WATER REVOLVING LOAN FUND AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, the City of Shreveport is in need of improvements to the City of Shreveport Water Distribution System, whose PWS ID No. is LA1017031 for Amiss WTP Transmission Piping & Valve Replacement Project; and,

WHEREAS, loans for this project may be available through the Drinking Water Revolving Loan Fund program operated by the Louisiana Department of Health Office of Public Health.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shreveport that:

The Mayor of Shreveport is hereby authorized to submit a Loan Application Form 100A and accompanying documents to the Department of Health on behalf of the City of Shreveport for the purpose of placing this project on the Comprehensive Priority List for funding through the Drinking Water Revolving Loan Fund program; and,

The Mayor of Shreveport is further authorized to furnish such additional information as may reasonably be required in connection with the Loan Application; and,

The Mayor of Shreveport is hereby designated as the Official Project Representative and is hereby given signature authority for all relative documents for the City of Shreveport for any project that may result from the submission of the Loan Application Form 100A and accompanying documents. Furthermore, the Mayor of Shreveport representing City of Shreveport is hereby given the power and authority to do all things necessary to implement, maintain, amend, and renew such documents relative to any such project.

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

RESOLUTION NO. 122 OF 2022

A RESOLUTION ENDORSING THE SHREVEPORT CRISIS RESPONSE COALITION GOAL STATEMENT, AND OTHERWISE PROVIDING WITH RESPECT THERETO

BY: COUNCILMEN TABATHA TAYLOR, LEVETTE FULLER AND JOHN NICKELSON

WHEREAS, more than 50 percent of all 911 calls received by law enforcement include symptomatic displays of mental illness or mental health disorders; and

WHEREAS, with an average of 900 calls monthly, it is possible that more than 5,000 calls for law enforcement service annually are triggered in response to a mental health crisis; and

WHEREAS, from 2019 to 2021, the Part 1 violent crimes of homicide, aggravated battery, and aggravated assault increased each year for the period of January to May within the City of Shreveport; and

WHEREAS, these outcomes are indicators of increased distress and deteriorating well-being in the city; and

WHEREAS, in hope of more individuals getting mental health treatment, the City of Shreveport and LSU Health Shreveport formed a team of community organizations focused on improving 911 responses involving individuals with mental illness; and

WHEREAS, in June 2021, LSU Health Shreveport and the Shreveport Police Department were awarded a Training and Technical Assistance Grant from the U. S. Department of Justice Bureau of Justice Assistance to participate in the Academic Training to Inform Police Responses; and

WHEREAS, the City of Shreveport and LSU Health Shreveport in partnership have created an action plan to address the growing mental illness problem in Northwest Louisiana as well as next steps to improve the local 911 Crisis Response System; and

WHEREAS, the action plan, which was developed by numerous local stakeholders, provides a treatment-oriented response to mentally ill persons. Improving crisis response will reduce demands on our overburdened law enforcement and public health systems, while increasing both public and officer safety.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Shreveport in due, regular and legal session convened, that the Shreveport City Council supports LSU Health Shreveport and the team of community organizations in their efforts on improving 911 responses involving the growing issue of mental illness in the community.

BE IT FURTHER RESOLVED that the Shreveport City Council endorses the Shreveport Crisis Response Coalition goal statement, "*The Shreveport Crisis Response Coalition will develop a community-based crisis mental health response which ensures public safety, delivers effective treatment, and provides an alternative to arrest or hospitalization where appropriate"*, and encourages all citizens to increase their awareness of mental illness and ways to be advocates for services and assistance.

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET **City of Shreveport**

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	09/08/2022	COMMUNITY DEVELOPMENT / HOUSING & BUSINESS DEVELOPMENT **SPONSOR OR COUNCIL MEMBER**

PURPOSE

To amend the 2022 Community Development Special Revenue Fund Budget to add additional funding based on expenditure levels.

All

BACKGROUND INFORMATION

This ordinance increases the appropriation for the WIOA Youth Program to provide additional service to the clients.

TIMETABLE

Introduction: **September 13, 2022**

Final Passage: **September 27, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES	SOURCE OF FUNDS
	Louisiana Workforce Commission

CONCLUSION

Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: **Shelia R. Petterway**

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):

Fiscal Year 2021 Funds:	
LWC- WIOA Youth	$ 350,000.00
Grand Total	$ 350,000.00

In Section 2. (Appropriations):

Fiscal Year 2021 Funds:	
LWC-WIOA Youth	
	$ 350,000.00
Grand Total	$ 350,000.00

Adjust totals and subtotals accordingly.

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

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

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

COOPERATIVE ENDEAVOR AGREEMENT
by and between
THE STATE OF LOUISIANA

through the
OFFICE OF COMMUNITY DEVELOPMENT
And

CITY OF SHREVEPORT
CDFA 14.228
GRANT B-18-DP-22-0001
YEAR 2018

PO# 2000 672981

This Cooperative Endeavor Agreement ("Agreement") is made and entered into by and between the City of Shreveport (hereinafter referred to as "Grantee") and the State of Louisiana, through the Office of Community Development (referred to as "OCD" or "State"), each represented herein by their undersigned authorized representatives. Grantee and OCD may sometimes herein be collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH That;

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, OCD, on behalf of the State of Louisiana ("State"), administers the State's Community Development Block Grant – Disaster Recovery and Mitigation/Resiliency Programs, which are subject to the federal statutes and regulations governing Community Development Block Grants ("CDBG"), as modified by exceptions and waivers previously granted and which may hereinafter be granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of $28 billion to HUD, of which HUD allocated $1,213,917,000 of Community Development Block Grant ("CDBG") funds to the State of Louisiana for the specific purpose of mitigation activities ("CDBG Mitigation Funds"). Federal requirements for this funding were published in the Federal Register (84 FR 45838 (August 30, 2019); and

WHEREAS, on February 20, 2020, HUD approved Louisiana's Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the "Action Plan") in the amount of $1,213,917,000 and the Action Plan has an allocation of $570,666,243 to the Local and Regional Watershed Projects and Programs; and

2022 MAY 20 AM10:35
LA OFFICE OF COMMUNITY DEV

2022 JUN 15 AM8:08
LA OFFICE OF COMMUNITY DEV

WHEREAS, Grantee has the legal authority and responsibility for the rebuilding and recovery of the City of Shreveport. Recovery and rebuilding efforts of Grantee involve projects designed to provide resiliency against future flooding and other disasters; and

WHEREAS, the actions of OCD and the Grantee will meet the national objective of benefit to low- and moderate income persons.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

To increase flood resilience and assist in the enhancement of the drainage basin to reduce flooding potential.

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Mitigation Programs, shall make available to Grantee mitigation funds up to the maximum amount of five million three hundred fifty-eight thousand seven hundred eighty-four and 00/100 dollars ($5,358,784) (the "Grant Funds") for the purpose of funding Grantee's activities under the Ockley Basin Storage, (The "Project"), as identified in Exhibit A to this Agreement.

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing Grantee's responsibilities in the Program in a manner satisfactory to OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto and incorporated herein as Exhibit C) executed by Grantee and made a part hereof. OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all applicable Program and CDBG regulations, federal register notices, guidelines, and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that the sub-recipient's policies and Program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The goal of the project is to help mitigate flooding in areas during severe rainfall events. The objective of the project is to improve the flood storage throughout the drainage basin and reduce flood risk.

D. Statement of Work

1. The Project

See Exhibit A, attached hereto and made a part hereof.

2. The Budget

See Exhibit B, attached hereto and made a part hereof.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the project, if any, must be firmly committed to the project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) twelve months of the execution of this agreement.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer https://watershed.la.gov/assets/docs/CDBG-MIT-Master-AP-Approved-2_20_20.pdf, that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

6. Mitigation Plan

Grantee is responsible for ensuring that the Project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

7. Assurances

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts. Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

F. Deliverables (Due Dates to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

G. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

A. Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.

C. Grant Funds shall not be drawn in advance.

D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.

E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.

F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence September 17, 2020 and terminate December 31, 2024 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards", as modified by 24 CFR 570.502(a), "Applicability of uniform administrative requirements."

B. Financial Management

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, "Records to be maintained," that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

a. Records providing a full description of each activity taken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of services;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);

g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and

h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing

Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

D. Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars https://www.whitehouse.gov/omb/information-for-agencies/circulars/. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume

the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);

2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);

3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);

4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);

5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and

7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

D. Section 3 Compliance in Employment and Training

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless Grantee has received written approval from OCD for eligible program income activities to use the program income.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems

appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the OCD deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/sublessee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communications

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner

of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736;rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's Federal Tax Identification Number is 72-6001326 and DUNS # 964004381.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:
Executive Director
State of Louisiana Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Office: 225-219-9600
Facsimile: 225-219-9605

To the Grantee:
Adrian Perkins
Mayor
City of Shreveport
505 Travis Street, Suite 200
Shreveport, LA 71101
Adrian.perkins@shreveportla.gov
Phone: 318-673-5050

Q. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbing with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee's obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

X. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____ 6.8.22
Date

Name: Patrick W. Forbes

Title: Executive Director

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION

Signed: _____ 6/13/2022
Date

Name: Desireé Honoré Thomas

Title: Assistant Commissioner, DOA

CITY OF SHREVEPORT

Signed: _____ 5/17/22
Date

Name: Adrian Perkins

Title: Mayor

EXHIBIT A

STATEMENT OF WORK

The City of Shreveport's Ockley Basin Storage project will re-purpose paved areas and impervious surfaces for added flood storage at three low lying areas throughout the Ockley Drain Basin, including: 1) Mansfield Road and Texas Avenue; 2) Forest Park and 3) Avery Street and Lawhon Street. The project will include clearing, grading, and earthen work to construct flood storage areas. Control structures will also be constructed to restrict water flow and provide flood water storage. Undersized road and rail culverts will be improved. The project will require some acquisition of property rights to construct the storage areas.

EXHIBIT B

BUDGET

Construction	$4,411,754.00
Basic Engineering	$500,510.10
Additional Engineering	$246,519.90
Acquisition	$200,000.00
TOTAL	**$5,358,784**

EXHIBIT C

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the "Notice").
2. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

   Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:

   a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and

   b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.

5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient's Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).

6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use offederal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

    a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.

    b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

    c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973,

as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:

    a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and

c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and

d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and

e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.

14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.

15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.

16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).

18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:

    a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and

    b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

    In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

    No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.

23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).

24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.

25. In relation to labor standards, it will comply with:

    a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
    b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
    c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
    d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)

26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the

property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or "100-year" floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.CA § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.

28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).

30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.

31. In relation to water quality, it will comply with:

    a. The Safe Drinking Water Act of1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental

Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

33. With regard to wildlife, it will comply with:

a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and

b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

Grantee

By: 

Title: Mayor

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE	**DATE**	**ORIGINATING DEPARTMENT**
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.	August 29, 2022	Public Works **COUNCIL DISTRICT** All **SPONSOR**

PURPOSE

To modify funds to create a new capital project, Ockley Basin Drainage Improvements project.

BACKGROUND INFORMATION

The City of Shreveport's Ockley Basin Drainage Improvements project will re-purpose paved areas and impervious surfaces for added flood storage at three low lying areas throughout the Ockley Drain Basin, including: 1) Mansfield Road and Texas Avenue; 2) Forest Park and 3) Avery Street and Lawhon Street. The project will include clearing, grading, and earthen work to construct flood storage areas. Control structures will also be constructed to restrict water flow and provide flood water storage. Undersized road and rail culverts will be improved. The project will require some acquisition of property rights to construct the storage areas. $5,358,784 will be granted to the City for this project. Source of funds is CDBG Mitigation funds to be administered through the State Office of Community Development.

TIMETABLE		**ATTACHMENT(S)**
Introduction:	September 13, 2022	Exhibit A executed cooperative endeavor agreement with funding summary
Final Passage:	September 27, 2022	

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES		**SOURCE OF FUNDS**
Budget Amendment:		U.S. Department of Housing and Urban Development administered by the State of Louisiana Office of Community Development
$5,358,784	INCREASE to New Project Program D (D22001)	

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 Ockley Basin Drainage Improvements in Program D (D22001) and fund it at $5,358,784.00. Funding source is a block grant funded by the U.S. Department of Housing and Urban Development and administered by the State of Louisiana Office of Community Development. 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 is any provisions or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared severable.

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR AT THE SLUDGE FARM LOCATED AT 11726 HARTS ISLAND ROAD AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

DATE
8/31/2022

ORIGINATING DEPARTMENT
Administration/Finance

COUNCIL DISTRICT
All

SPONSOR

PURPOSE
To ratify the Department of Water & Sewerage Emergency Repair for parts needed to repair the belt press at the Sludge Farm to adhere to purchasing guidelines.

BACKGROUND INFORMATION
To ratify the Department of Water & Sewerage Emergency Repair for parts needed to repair the belt press at the Sludge Farm. If the press is not repaired, it can cause violations at wastewater plants. This ordinance will have direct impact on all Council Districts.

TIMETABLE
Introduction: September 13, 2022
Final Passage: September 27, 2022

ATTACHMENT(S)

SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

FINANCES
$50,000

SOURCE OF FUNDS
W&S Operating Funds

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

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

FACT SHEET PREPARED BY: Annette Cash, Finance Manager

ORDINANCE NO. _____OF 2022

AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR AT THE SLUDGE FARM LOCATED AT 11726 HARTS ISLAND ROAD AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Sludge Farm located at 11726 Harts Road has experienced mechanical failure of a belt press; and

WHEREAS, the failure of the belt press if not repaired can cause DEQ/EPA permit violations; and

WHEREAS, Sludge Farm takes solid waste from the Lucas and North Regional Wastewater plants and presses it to produce Class A Sludge. Failure to produce can result in violations at the wastewater plants.

WHEREAS, completion of the Project is necessary to protect the wastewater collection system, public health and safety, and the environment; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, legal, and regular session convened, that the emergency action of the Department of Water & Sewerage to repair the Belt Press at the Sludge Farm is hereby authorized and ratified and that the expenditure of approximately $50,000.00 for this purpose is hereby authorized.

BE IT FURTHER ORDAINED that monies for this emergency repair shall come from the Water and Sewerage Operating Budget.

BE IT FURTHER ORDAINED that a public emergency is hereby declared and notice of such public emergency shall, within ten days thereof, be published in the official journal of the City of Shreveport proposing or declaring such public emergency in accordance with Section 38:2212(P) of the Louisiana Revised Statutes.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or 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 application, and to this end, the provisions of this ordinance are hereby declared severable.

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

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY PURCHASE OF LIQUID CHLORINE FOR USE IN THE DRINKING WATER TREATMENT PROCESS AT THE AMISS WATER TREATMENT PLANT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

DATE
08/25/2022

ORIGINATING DEPARTMENT
Department of Water & Sewerage

COUNCIL DISTRICT
All

SPONSOR

PURPOSE
To ratify the Department of Water & Sewerage Emergency purchasing of liquid chlorine on an interim basis without the delays associated with public bids. This ordinance will have direct impact on all Council Districts.

BACKGROUND INFORMATION
We were under a 1-year agreement to purchase chlorine from Brenntag Southwest for $1,196 per ton. This agreement includes renewal at 1-year increments for up to four (4) additional years. At this year's expiration/renewal on August 10, 2022, Brenntag Southwest informed us they would only renew if we accepted a price increase from $1,196 to $1,858 per ton. They also stated they could only agree to hold this pricing for 90 days, not the 1-year agreement specified at bid time. We were unable to accept the request for increase as it violate the terms of our agreement under IFB 21-036. There were no additional bidders on IFB 21-036. Because of this, we are currently routing a solicitation request to go out for bid for liquid chlorine.

Between the agreement's expiration and the awarding of the bid, we must continue purchase/use chlorine in the water treatment process. Brenntag Southwest has agreed to continue to supply us with liquid chlorine in the interim at a cost of $1,800 per ton. Our estimated total expenditure is $288,000.00, which is available in the 2022 Purification Division chemical budget.

TIMETABLE
Introduction: September 13, 2022
Final Passage: September 27, 2022

ATTACHMENT(S)

SPECIAL PROCEDURAL REQUIREMENTS
[N/A]

FINANCES
$288,000

SOURCE OF FUNDS
W&S OPERATING BUDGET

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

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

FACT SHEET PREPARED BY: Annette Cash, Finance Manager

ORDINANCE NO. _____OF 2022

AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY PURCHASE OF LIQUID CHLORINE FOR USE IN THE DRINKING WATER TREATMENT PROCESS AT THE AMISS WATER TREATMENT PLANT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Department of Water & Sewerage Purification Division purchased liquid chlorine gas from Brenntag Southwest under IFB 21-036 at a price of $1,196.00 per ton; and

WHEREAS, Brenntag Southwest requested a price increase to $1858 per ton for a term of 90 days upon expiration of their agreement on August 10, 2022; and

WHEREAS, The Department of Water & Sewerage Purification Division was unable to accept the new pricing because it violated the terms set forth in IFB 21-036 and is issuing a new solicitation request for liquid chlorine; and

WHEREAS, Department of Water & Sewerage Purification Division must continue to purchase liquid chlorine gas for use as a primary disinfectant used to kill microorganisms and harmful pathogens in the drinking water when it is produced at the treatment plant, then pumped and stored in the distribution system for use by customers; and

WHEREAS, without this essential chemical, there would be outbreaks of waterborne diseases and infections with potentially fatal impacts to the population we serve, rendering the City of Shreveport in violation of state and federal regulations warranting prosecution and litigation for violation of the Safe Drinking Water Act; and

WHEREAS, the Department of Water & Sewerage Purification Division will purchase and use approximately 160 tons of liquid chlorine between the expiration of IFB 21-036 and the issuance and awarding of the new IFB for the purchase of liquid chlorine; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, legal, and regular session convened, that the emergency action of the Department of Water & Sewerage to purchase approximately 160 tons of liquid chlorine hereby authorized and ratified and that the expenditure of approximately $288,000 for this purpose is hereby authorized.

BE IT FURTHER ORDAINED that monies for this emergency purchase shall come from the Water and Sewerage Purification Division Operating Budget.

BE IT FURTHER ORDAINED that a public emergency is hereby declared and notice of such public emergency shall, within ten days thereof, be published in the official journal of

the City of Shreveport proposing or declaring such public emergency in accordance with Section 38:2212(P) of the Louisiana Revised Statutes.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or 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 application, and to this end, the provisions of this ordinance are hereby declared severable.

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET	CITY OF SHREVEPORT	
TITLE **AN ORDINANCE CLOSING AND ABANDONING A 20' WIDE ALLEY DEDICATION IN THE SAMFORD PLACE ADDITION, IN SECTION 12 (T17N-R14W), AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:**	**DATE** **8/24/22**	**ORIGINATING DEPT./DIV.** **OFFICE OF THE CITY ENGINEER PROPERTY MANAGEMENT SECTION** **SPONSOR OR COUNCIL MEMBER** **PROPERTY MANAGEMENT SECTION**

PURPOSE

This ordinance is needed to officially close and abandon a 20' wide "L" shaped alley dedication in the Samford Place Addition subdivision.

This proposed ordinance will have direct impact on Council District B.

BACKGROUND INFORMATION

The Office of the City Engineer has received a request from LSU Health Sciences Building Foundation in Shreveport to close and abandon a 20' wide alley dedication in the Samford Place Addition subdivision. Specifically, the "L" shaped alley lying between Samford Street and William Avenue AND lying between Jennings Street and Woodrow Street. LSU Health Sciences owns all of the property within these street limits and adjacent to the proposed alley closure and are wishing to re-develop the area. There is a 6-inch sewer main in the portion running west to east so the City will be retaining a permanent utility servitude over that portion of the existing alley. I have polled the other City departments and the utility companies and have received no objections to this proposed closure and abandonment. The Metropolitan Planning Commission approved this closure on August 3, 2022.

TIMETABLE

It is requested that the City Council consider this ordinance at its September 27, 2022 meeting.

Introduction:	September 13, 2022
Final Passage:	September 27, 2022

SPECIAL PROCEDURE REQUIREMENTS

FINANCES	SOURCE OF FUNDS
Cost for this project: N/A Cost of this parcel: N/A	Capital Budget (N/A)

CONCLUSION

The Office of the City Engineer endorses this ordinance.

FACT SHEET AND ORDINANCE PREPARED BY: William M. Talton, Property Management

ORDINANCE NO. OF 2022

AN ORDINANCE CLOSING AND ABANDONING A 20' WIDE ALLEY DEDICATION IN THE SAMFORD PLACE ADDITION, IN SECTION 12 (T17N-R14W), AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:

BY COUNCIL PERSON:

WHEREAS, on May 31, 1913, the Samford Place Addition subdivision was filed and recorded in Book 50, Page 667, of the Conveyance Records of Caddo Parish, Louisiana. This subdivision plat dedicated a 20' wide alley running from William Street to Samford Avenue, lying between Jennings Street and Woodrow Street; and

WHEREAS, on May 24, 1962, a plat, prepared by Parkview Baptist Church, was filed and recorded under Instrument No. 298278 of the Conveyance Records of Caddo Parish, Louisiana. This plat was adopted by the City Shreveport by Resolution 85 of 1962 and dedicated to the public a 20' wide alley in portions of Lots 21 and 22 and a 15' wide alley in portions of Lots 31 and 32; and

WHEREAS, on June 12, 1962, by Ordinance No. 63 of 1962, the City of Shreveport closed and abandoned a portion of the 20' wide alley, established by the Samford Place Addition subdivision. Specifically, that portion from the westerly line of Lots 22 and 31 to Samford Avenue; and

WHEREAS, on November 9, 1981, by Ordinance No. 261 of 1981, the City of Shreveport closed and abandoned the 15’ wide alley established by the Parkview Baptist Church plat being made up of 5’ of Lot 32 and 10’ of Lot 31 of said Samford Place Addition; and

WHEREAS, the City of Shreveport has received a request from LSU Health Sciences Building Foundation in Shreveport, the owners of all the adjacent property, to close and abandon the remaining 20’ wide alleys bounded by Jennings Street, Samford Street, William Avenue, and Woodrow Street, and as shown on the attached plat; and

WHEREAS, the Metropolitan Planning Commission approved this closure and abandonment at their meeting on August 3, 2022; and

WHEREAS, the City of Shreveport shall retain a permanent utility servitude over that portion of the 20’ wide alley bounded by Lots 14 thru 21 and 32 thru 39 for the existing sewer main and the facilities of the major utility companies; and

WHEREAS, the proposed closure and abandonment meets the requirements and approval of the City Engineer’s Office; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Shreveport, in due, regular and legal session convened, that the remaining 20’ wide alley dedications, bounded by Jennings Street, Samford Street, William Avenue, and Woodrow Street in the Samford Place Addition subdivision, and as shown and indicated on the plat attached hereto and made a part hereof, are officially closed and abandoned.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance shall be filed and recorded in the official records of Caddo Parish, Louisiana.

BE IT FURTHER ORDAINED, that the City of Shreveport shall retain a permanent utility servitude over that portion of the 20’ wide alley bounded by Lots 14 thru 21 and 32 thru 39 for the existing sewer main and the facilities of the major utility companies; and

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

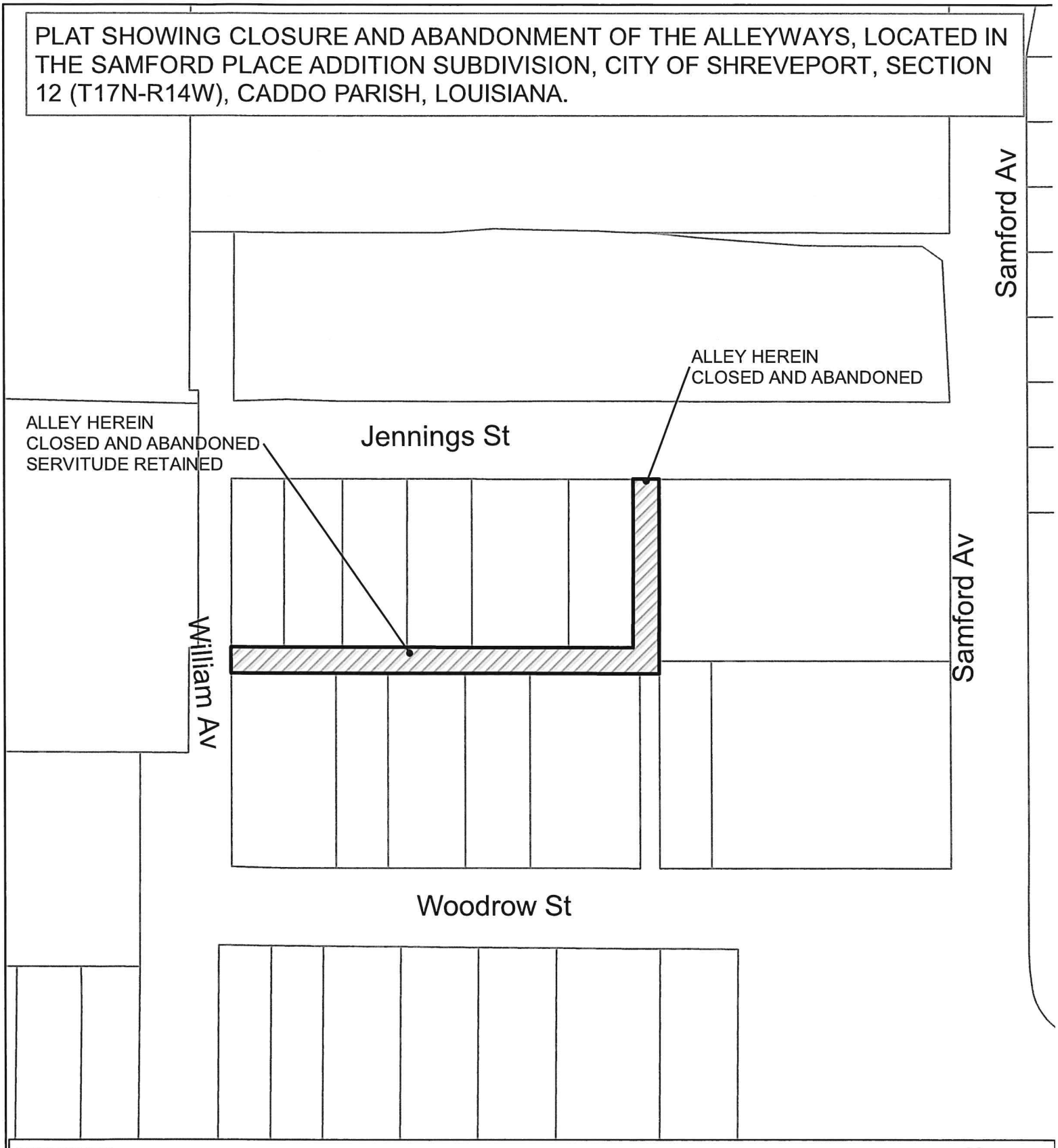
BE IT FURTHER ORDAINED, that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____

City Attorney’s Office

PLAT SHOWING CLOSURE AND ABANDONMENT OF THE ALLEYWAYS, LOCATED IN THE SAMFORD PLACE ADDITION SUBDIVISION, CITY OF SHREVEPORT, SECTION 12 (T17N-R14W), CADDO PARISH, LOUISIANA.



APPROVED:

METROPOLITAN PLANNING COMMISSION

PROPERTY MANAGEMENT SECTION

ALLEYWAY DEDICATED IN
SAMFORD PLACE ADDITION,
RECORDED MAY 31, 1913
IN BOOK 50, PAGE 667

N

SCALE: 1" = 100'
JUNE, 2022

RALEY AND ASSOCIATES, INC.
Civil & Structural Engineering, Surveying, Planning & Consulting
4913 Shed Road, Bossier City, LA 71111 · Phone 318-752-9023 · Fax 318-752-9025

June 9, 2022

Mr. William Talton
City of Shreveport
505 Travis St.
Shreveport, LA 71101

Re: Samford Place Addition Subdivision
COB 50/667

Dear Mr. Talton,

Our client, LSU Health Science Foundation of Shreveport, owns the entire block bounded on the north by Jennings St., east by Samford St., south by Woodrow St., and west by William St. All residential structures have been removed.

Their intent is to construct a parking lot to be utilized by the students and faculty of the medical school. As such, we herein request that the City of Shreveport abandon any and all remaining portion of the alley, as highlighted on the attached map.

If you have any questions, or need additional information, please contact our office.

Sincerely,

Reggie D. Lewis
Professional Engineer
Professional Land Surveyor

Attachment

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

AUGUST 4, 2021

AGENDA ITEM NUMBER:
MPC Staff Member: Ben Koby
City Council District: A/Tabatha Taylor
Parish Commission District: 5/Burrell

CASE NUMBER 22-1-CAC: CLOSURE & ABANDONMENT

APPLICANT:	CITY OF SHREVEPORT PROPERTY MANAGEMENT SECTION
OWNER:	LSU Health Science Foundation of Shreveport
LOCATION:	Unnamed Alley (alley lying between Samford Street and William Avenue and lying between Jennings Street and Woodrow Street)
EXISTING ZONING:	N/A
REQUEST:	**Closure and Abandonment**
SUBDIVISION:	**Samford Place Addition Subdivision**

DESCRIPTION: The applicant is requesting the closure and abandonment of a twenty-foot-wide public dedication for an alley located in Samford Place Addition Subdivision, specifically the "L" shaped alley lying between Samford Street and William Avenue and lying between Jennings Street and Woodrow Street. The application was submitted by the City of Shreveport Office of Property Management per the request of the representative of LSU Health Science Foundation of Shreveport.

The UDC map and the Tax Assessor map currently show a "T" shaped alley. However, the southern part of the north-south stretch of the alley was closed on July 2, 1981 and has not been reflected in the maps. The proposed closure on this block will fully close the alley.

The dedication is surrounded on the north and south, by properties that are zoned I-C, Institutional Campus District and R-2 Multi-Family Residential Zoning District, and to the East and West by I-C, Institutional Campus District.

There is a currently ongoing case that is proposing to rezone some properties that border the alley from R-2 to I-C (22-144-C) to use the block as a parking lot. Nearby relevant cases include an approved rezoning from R-2 to IC for an existing parking lot (19-386-C), rezoning approval from R-2 to B-1, Buffer Business District, for the LSU Medical Center (C-48-87); rezoning approval from R-1-D, Urban One Family Residence District, to B-1 for the Shrine Hospital for Crippled Children parking lot (C-85-87); and the rezoning approval for various residential lots to B-1 (C-14-09).

Nearby neighborhoods include: Caddo Heights, Fairfield, Highland, Ingleside, Queensborough, South Highland and St. Vincent.

REMARKS: The petitioner owns all the adjacent liner footage of the subject alley. This request was submitted to better utilize the grounds for future development. The City of Shreveport Property Management section has stated they have polled the City departments and the utility companies and have received

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

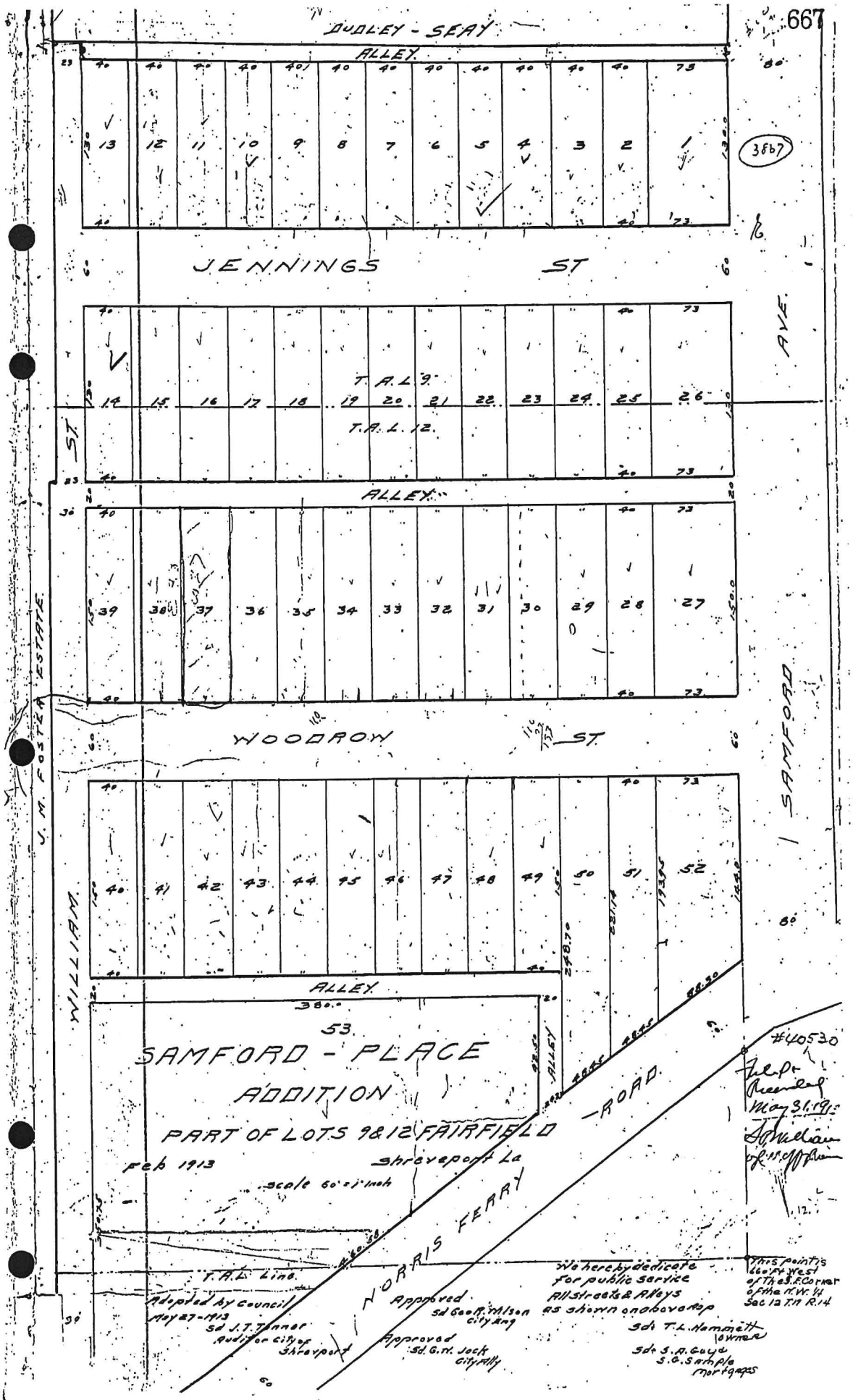
no objections to this proposed closure and abandonment. According to Article 20.5.C, the closure and abandonment ordinance package will be forwarded to the city attorney, department of public works, engineering department, fire, police, water and sewer, and any other city department or public utility company that would be affected by the approval of the request. The following will be considered; the present use or nonuse of the public right-of-way or easement, or portion thereof, sought to be closed; traffic and drainage patterns in the area; proximity of other public right-of-way or easements, or portions thereof; major and minor thoroughfares in the area; the city's master plans: the effect of the proposed abandonment on access by fire and other emergency vehicles, and other city service vehicles, to adjacent properties; and the location of existing city water and sewer lines and storm water facilities and future extensions thereto which may be impacted by the abandonment, vacating or closing of such public right-of-way or easement. The City of Shreveport Engineering Department has not expressed objection to the closure and abandonment as proposed.

STAFF RECOMMENDATION: **Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that the request to close and abandon portions of the Samford Place Addition alley will not bring a negative impact to the surrounding area and approval is warranted.**

PUBLIC ASSESSMENT: **There was no support or opposition.**

MPC BOARD RECOMMENDATION: **The board voted 7/0 to recommend the application for approval.**

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.


DUDLEY - SEAY
ALLEY
JENNINGS ST
T. A. L. 9.
T. A. L. 12.
ALLEY
WOODROW ST
ALLEY
ALLEY
SAMFORD AVE.
MAIN ST.
MAIN ST.
3867
53.
SAMFORD - PLACE
ADDITION
PART OF LOTS 9 & 12 FAIRFIELD
Feb 1913
Shreveport La
Scale 60 ft. = 1 inch
NORRIS FERRY ROAD
T. A. L. Line.
Adopted by council May 27-1913 Sd J. T. Tanner Auditor city of Shreveport
Approved Sd Geo. R. Wilson City Engr
Approved Sd G. M. Jack City Atty
We hereby dedicate for public service All Streets & Alleys As shown on above map
Sd T. L. Hammett Owner
Sd J. A. Coyle & S. C. Sample mortgages
This point is 660 ft. West of the S.E. Corner of the N.W. 1/4 Sec 12 T.11 R.14
#40530
Filed & Recorded May 31. 1913
J. Whelan
Clk. & Ex. Officio Recr.

87

PLAT SHOWING DEDICATION FOR ALLEY BETWEEN LOTS 21, 22 & 31, 32 OF THE SAMFORD PLACE ADDITION AS SHOWN HEREON IN RED.

City Engineering Dept.
Dept. Public Works
April, 1962

298278

FILED & RECORDED
CADDO PARISH, LA.
May 24 2 05 PM '62
Pauline Sowers
DEPUTY CLERK & EX-OFFICIO RECORDER

DEDICATION

We the undersigned hereby dedicate to the PUBLIC for PUBLIC USE the strip of land as shown hereon in RED.

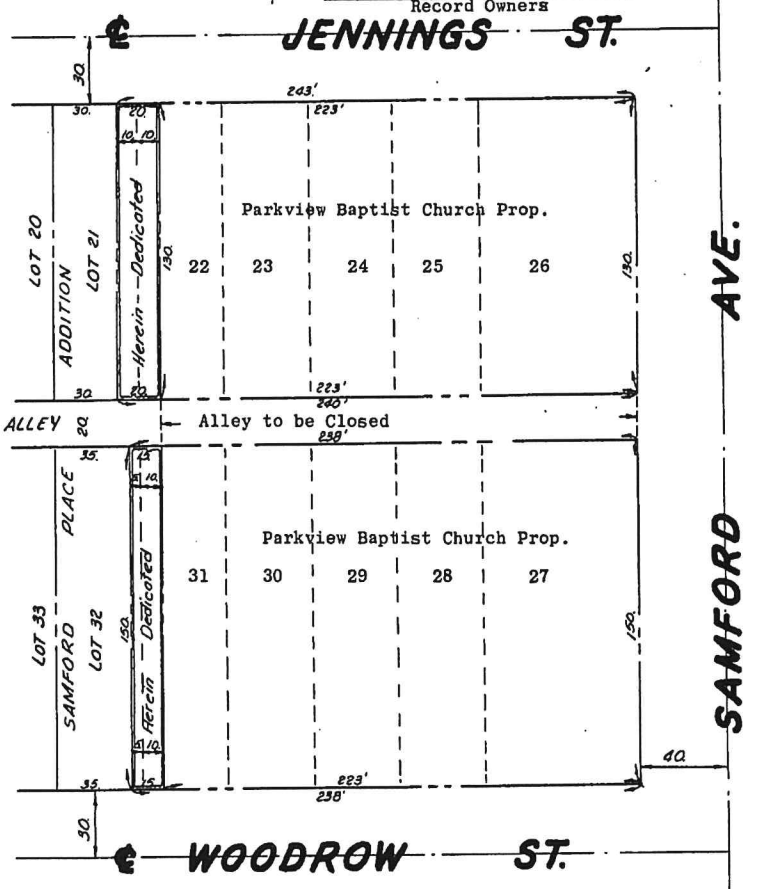
We also agree to hold the City of Shreveport harmless from any damage due to changing the existing ground elevations to elevations deemed necessary by the City Engineer.

These stipulations to apply to all heirs and assigns.

s/ A. T. Pilgreen, Pastor

s/ Lewis L. Watkins
Ch. Bd. of Deacons

s/ Oscar Alexander, Ch.Bd. of Trustees
Record Owners



APPROVED:

s/ R. L. HORTON
City Engineer

s/ P. Dan Martin
Metro. Plann. Comm.

1"=50'

ADOPTED BY THE CITY COUNCIL
RES. NO. 85 of 5-8-1962.

s/ Clyde E. Fant
Mayor

s/ J. T. Tanner
Secty. Treas.

C. 4523

DEPUTY CLERK

63

ORDINANCE NO. 63 OF 1962

AN ORDINANCE CLOSING AN ALLEY IN SAMFORD PLACE ADDITION.

By Mr. Mitchell:

WHEREAS, all of the owners of property abutting the Alley running from a line 10 ft. Easterly from the West line of Lots 31 and 22 of Samford Place Addition to the West line of Samford Avenue, have petitioned the City Council to close this Alley.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in regular and legal session convened, that the Alley running from a line 10 ft. Easterly from the West line of Lots 31 and 22 of Samford Place Addition to the West line of Samford Avenue, be and is hereby closed and abandoned.

BE IT FURTHER ORDAINED, etc., that this Ordinance be recorded in the office of the Clerk and Recorder of Caddo Parish, Louisiana.

June 26, 1962 - Read by title, and as read, adopted by the following vote: Ayes: Mayor Fant, Commissioners Ford, Downs, Phelps and Mitchell 5. Nays: None.

June 26, 1962 - Having passed first reading on June 12, 1962 - was read by title, and on motion, ordered passed to third reading. Read the third time in full, and as read, adopted by the following vote: Ayes: Mayor Fant, Commissioners Ford and Mitchell 3. Nays: None.

Clyde E. Fant
Mayor

Clerk of Council

Auditor & Ex-Officio Ass't. Sec'ty.

Gary Loftin
Caddo Parish Clerk of Court
2375556
10/31/2011 04:15 PM

I Certify that this is a TRUE AND CORRECT copy of Ordinance No. 63 of 1962, an Ordinance Closing an Alley in Samford Place Addition, from the Records of the Shreveport City Council.

Shreveport, Louisiana, this 31st day of Oct 2011

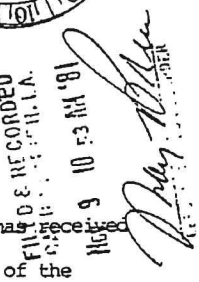
Arthur G. Thompson, Clerk of Council

889474 CONV. X



ORDINANCE NO. 261 OF 1981

ORDINANCE CLOSING AND ABANDONING A FIFTEEN (15') FOOT WIDE ALLEY DEDICATION IN SAMFORD PLACE ADDITION AND OTHERWISE PROVIDING WITH RESPECT THERETO



BY: Mr. Huckaby

889474

WHEREAS, the City Council of the City of Shreveport has received a petition requesting the closure and abandonment of that part of the North/South public alley dedication in Samford Place Addition and which lies South of the East/West alley in this subdivision; and

WHEREAS, this section of the North/South alley dedication is shown on the plat attached hereto as "Herein Closed and Abandoned"; and

WHEREAS, this alley dedication was originally granted to the public by the Parkview Baptist Church in 1962 and was approved by City Council Resolution 85 of 1962 and filed and recorded in Book 1000, Page 87, conveyance records of Caddo Parish, Louisiana; and

WHEREAS, this alley is no longer needed to serve vehicular circulation in this area; and

WHEREAS, the Metropolitan Planning Commission and other City departments have been contacted and have agreed to this closure and abandonment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, legal and regular session convened that that part of the fifteen (15') foot wide North/South alley dedication out of Samford Place Addition which lies South of the East/West alley of the said subdivision and North of Woodrow Street be and it is hereby closed and abandoned.

BE IT FURTHER ORDAINED that this ordinance be filed in the conveyance records of Caddo Parish, Louisiana.

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

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

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Introduced: August 25, 1981

Second & Final Reading: September 8, 1981

August 25, 1981

Read by title and as read motion for introduction by Mr. Huckaby, seconded by Mr. Scotto.

September 8, 1981

Having passed first reading on August 25, 1981, was read by title and on motion ordered passed to third reading. Read the third time in full and as read on motion by Mr. Tarver, seconded by Mr. Scotto, adopted by the following vote: Ayes: Messrs. Huckaby, Gardner, Peatross, Hussey, Scotto, Farr and Tarver. 7. Nays: None.

JOHN B. HUSSEY, CHAIRMAN

APPROVED:

W.T. HANNA, JR., MAYOR

DIANNE LEE, DEPUTY CLERK

ORDINANCES OR RESOLUTIONS ADOPTED AT ABOVE MEETING OF CITY COUNCIL

10:00 O'CLOCK a.m.

SIGNED THE MAYOR Sept 14, 1981

DEPUTY CLERK OF COUNCIL

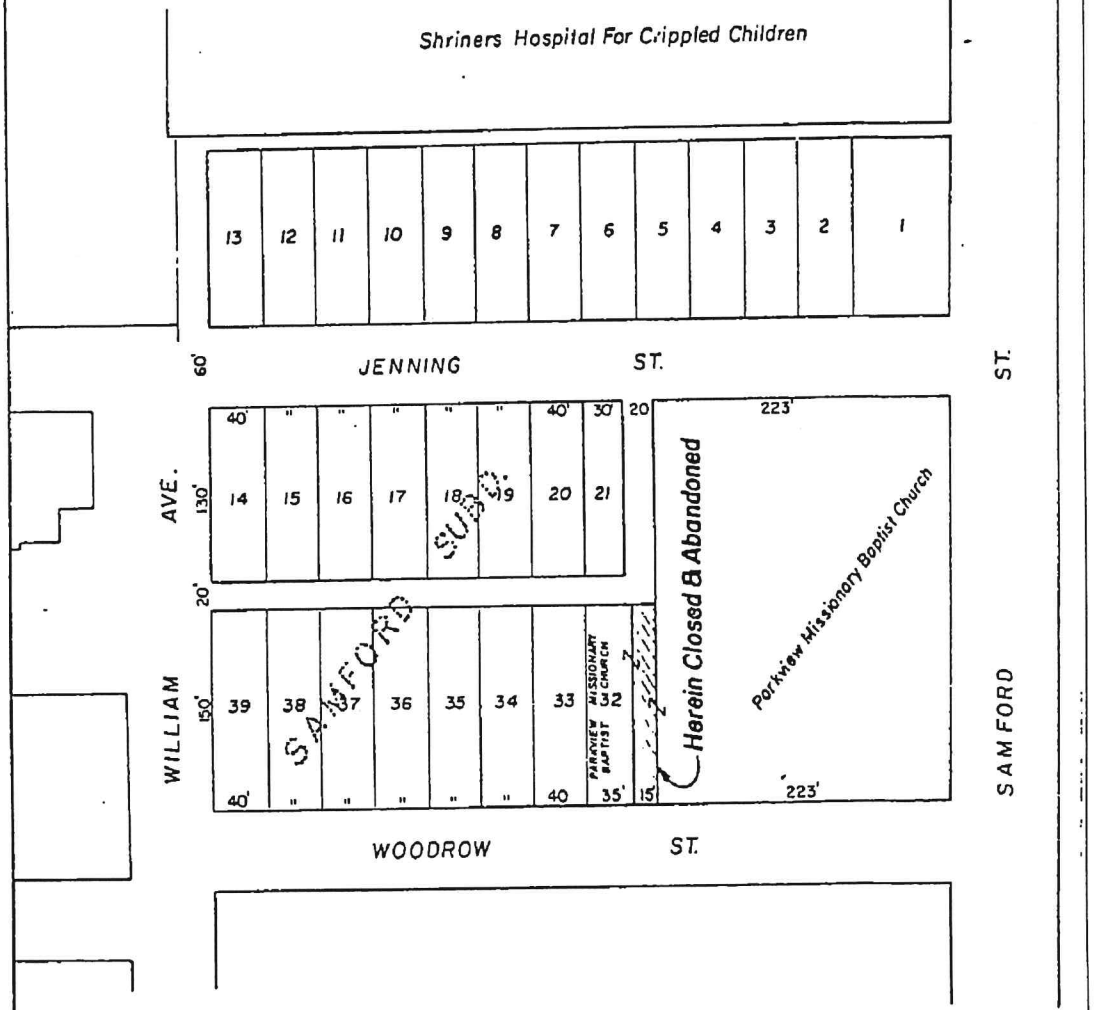
I, CYNTHIA DIANNE LEE, DEPUTY CLERK OF COUNCIL OF THE CITY OF SHREVEPORT, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF ORDINANCE ~~RESOLUTION~~ NO. 221 OF Sept 1981. ADOPTED Sept 8 1981. SHREVEPORT, LA.

DEPUTY CLERK OF COUNCIL

DATE Oct 21, 1981

CITY OF SHREVEPORT
DEPT. OF PUBLIC WORKS - ENGINEERING DIVISION
JULY 2, 1981

SCALE: 1" = 100'



APPROVED:

City Engineer

Metropolitan Planning Commission

ORDINANCE AND RESOLUTION FACT SHEET	CITY OF SHREVEPORT	
TITLE **AN ORDINANCE CHANGING THE NAME OF RED FOX CIRCLE IN THE MOHR GIRLS' CIRCLE SUBDIVISION, IN SECTION 25 (T17N-R15W), TO GOD'S COUNTRY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:**	**DATE** 8-22-22	**ORIGINATING DEPT./DIV.** **OFFICE OF THE CITY ENGINEER PROPERTY MANAGEMENT SECTION** **SPONSOR OR COUNCIL MEMBER**

PURPOSE

This ordinance is needed to officially rename Red Fox Circle in the Mohr Girls' Circle subdivision.

This proposed ordinance will have direct impact on Council District G.

BACKGROUND INFORMATION

The Office of the City Engineer has received a request from Ms. Natalie Hamilton, representing Union Mission Baptist Church No. 1, to change the name of Red Fox Circle, in the Mohr Girls' Circle subdivision to **God's Country**. On July 15, 2003, the Mohr Girls' Circle subdivision was filed and recorded in Book 4000, Page 134, of the Conveyance Records of Caddo Parish, Louisiana, and established a public dedicated cul-de-sac named Red Fox Circle to serve two re-subdivided tracts of property. The petitioners own all of the adjacent linear footage of the dedication to be renamed.

TIMETABLE

It is requested that the City Council consider this ordinance at its December 13, 2022, meeting.

Introduction:	September 13, 2022
Final Passage:	December 13, 2022

SPECIAL PROCEDURE REQUIREMENTS

FINANCES	SOURCE OF FUNDS
Cost for this project: N/A Cost of this parcel: N/A	Capital Budget (N/A)

CONCLUSION

The Office of the City Engineer has no objection to this ordinance.

FACT SHEET AND ORDINANCE PREPARED BY: William M. Talton, Property Management

ORDINANCE NO. _____ OF 2022

AN ORDINANCE CHANGING THE NAME OF RED FOX CIRCLE IN THE MOHR GIRLS' CIRCLE SUBDIVISION, IN SECTION 25 (T17N-R15W), TO GOD'S COUNTRY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:

BY COUNCIL PERSON:

WHEREAS, on July 15, 2003, the Mohr Girls' Circle subdivision, was filed and recorded in Book 4000, Page 134, of the Conveyance Records of Caddo Parish, Louisiana; and

WHEREAS, said subdivision dedicated to the public a cul-de-sac named Red Fox Circle to service two newly re-subdivided lots; and

WHEREAS, the City of Shreveport has received a request from Union Mission Baptist Church No. 1 to rename Red Fox Circle to **God's Country**; and

WHEREAS, Union Mission Baptist Church No. 1 is the owner of all the adjacent property, and

WHEREAS, in accordance with the requirements of Sections 78-451 & 78-452 of the Code of Ordinances, Red Fox Circle does not memorialize any person and has no local or historical significance; and

WHEREAS, in accordance with the requirements of Section 78-451 of the Code of Ordinances, all of the abutting property owners are in agreement to the name change; and

WHEREAS, the proposed name change meets the requirements and approval of the City Engineer's Office; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Shreveport, in due, regular and legal session convened, that the public dedicated cul-de-sac in the Mohr Girls' Circle subdivision, recorded as Red Fox Circle is hereby changed to **God's Country**.

BE IT FURTHER ORDAINED, that to comply with LSA R.S. 18:201, a certified copy of this ordinance shall be provided to the Registrar of Voters for Caddo Parish, Louisiana.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance shall be filed and recorded in the official records of Caddo Parish, Louisiana.

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

STREET NAME CHANGE PETITION
FOR
RED FOX CIRCLE

NOW COMES, Union Mission Baptist Church, No. 1, the sponsor of this petition, is requesting the re-naming of Red Fox Circle to **God's Country**. This street acts as direct access to the church and Union Mission Baptist Church, No. 1 owns all of the adjacent footage.

Union Mission Baptist Church, No. 1. is the owner of Lots 1&2, Mohr Girls' Circle Subdivision (171525-041-0001-00 & 171525-041-0002-00) and is herein represented by Natalie Hamilton and has a present mailing address of 6029 Buncombe Road, Shreveport, Louisiana 71129-4005.

BY: Natalie Hamilton

Title: Administrative Asst.

Caddo Parish

Assessor's Office

Charles R Henington Jr, Assessor



Date Created: 8/8/2022

Created By: william.talton@shreveportla.g

1 inch = 142 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

Powered By actDataScout

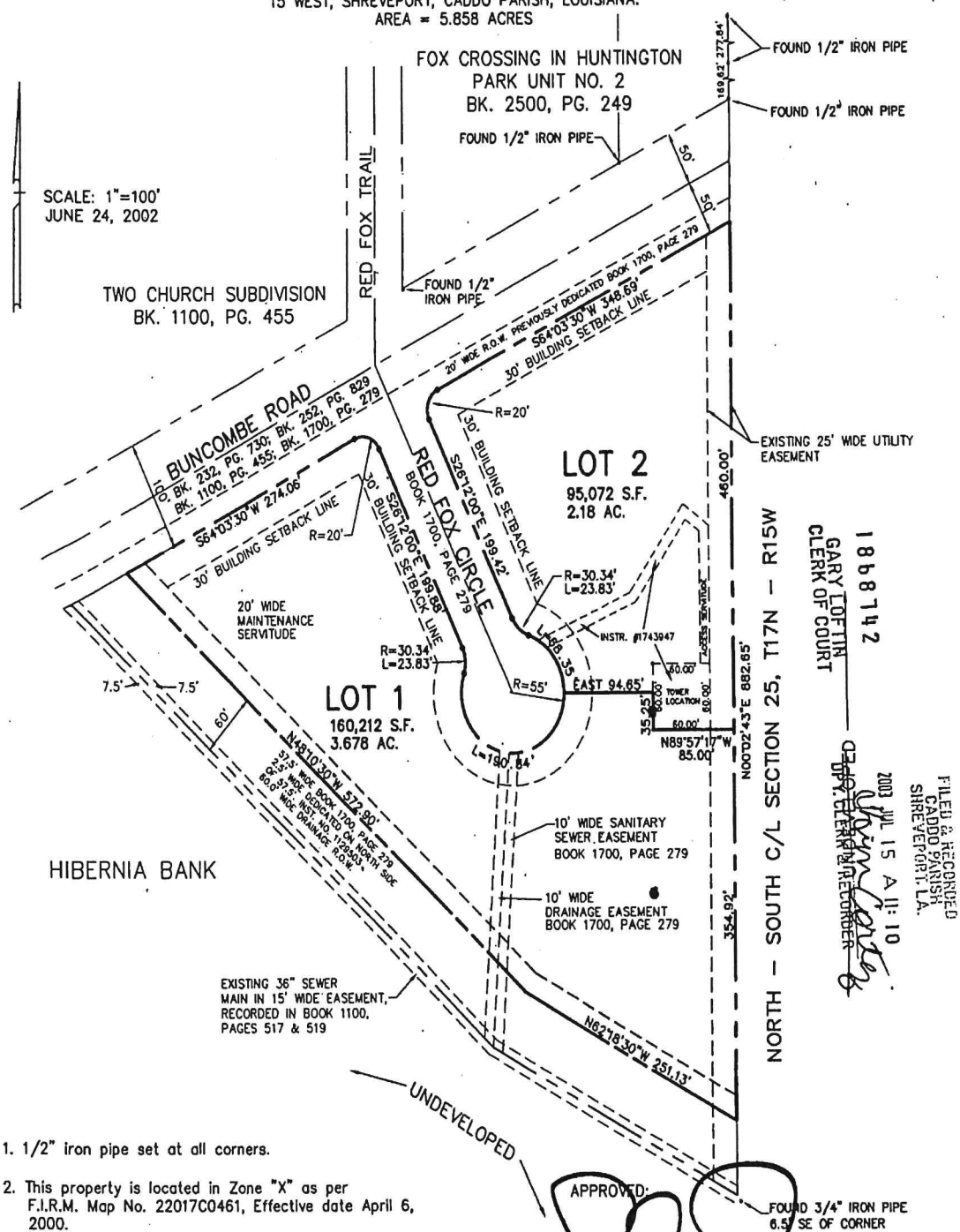
www.actDataScout.com

via DataScout OneMap

MOHR GIRLS' CIRCLE

4000
134

BEING LOCATED IN SECTION 25, TOWNSHIP 17 NORTH – RANGE 15 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.
AREA = 5.858 ACRES



1868742
GARY LOFTIN
CLERK OF COURT
FILED & RECORDED
CADDO PARISH
SHREVEPORT, LA.
2003 JUL 15 A 11:10
DEPT. CLERK & RECORDER

APPROVED:
7-14-03
Ron Norwood
City Engineer

7-14-03
Charles H. Kirkland
Metropolitan Planning Commission

1. 1/2" iron pipe set at all corners.
2. This property is located in Zone "X" as per F.I.R.M. Map No. 22017C0461, Effective date April 6, 2000.
3. Bearings are based upon the Record Bearings as per plat recorded in Book 1700, Pg. 279.
4. Property was surveyed in accordance with the LA. "Minimum Standards for Property Boundary Surveys" for a Class "C" Survey.

I hereby certify that this dedication plat conforms to Ordinance No. 115 and Ordinance No. 1268 of 1970 and amendments thereto, and that this map represents an actual ground survey by me or under my supervision.

6/24/03
DATE

JOHNNIE A. CRAIG
PROFESSIONAL LAND SURVEYOR
MOHR AND ASSOCIATES, INC.
REGISTRATION NO. 4587

STATE OF LOUISIANA
JOHNNIE ANDREW CRAIG
REG. No. 4587
REGISTERED
LAND SURVEYOR

THE UNDERSIGNED OWNER HEREBY AUTHORIZES THE PLATTING AND RECORDING OF THIS SUBDIVISION.

RECORD OWNER:
The Mohr Girls' Partnership

June 24, 03
By: James D. Mohr, Manager

6/24/03

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of updating the use definitions, use standards, and parking requirements, respectively, pertaining to the retail sales of alcohol ,and to otherwise provide with respect thereto.

DATE
September 13, 2022

ORIGINATING DEPARTMENT
Shreveport | Caddo Metropolitan Planning Commission ("MPC")

COUNCIL DISTRICT
City-wide

SPONSOR

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

BACKGROUND INFORMATION
Pursuant to the City Council's directive, the Shreveport UDC requires an update to certain alcohol related uses to ensure consistency with City policies, to improve clarity, and to better serve the public. As part of the review process, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. These agencies consisted of neighboring cities and the Shreveport Police Department—ABO Office. The result of this effort are several Code Text Amendments to various articles in the Shreveport UDC related to definitions, use standards, distance requirements, factors regarding public convenience or necessity, conditions, and parking requirements. In addition, changes to Article 10 of the Shreveport Code of Ordinances will also be required.

These proposed Code Text Amendment improves clarity, user-friendliness, and staff's ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment.

TIMETABLE

MPC Introduction:	June 1, 2022
MPC Review & Recommendation:	July 6, 2022
Introduction to City Council:	September 13, 2022
Final Passage by City Council:	September 27, 2022

ATTACHMENTS

Exhibit "A"	MPC Memo
Exhibit "B"	Table 5-1: Use Matrix
Exhibit "C"	MPC Staff Report 22-4-CTAC

SPECIAL PROCEDURAL REQUIREMENTS

MPC Recommendation. Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on July 6, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

Notice and Public Hearing at MPC. In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on July 6, 2022, before voting on the proposed amendments. At least ten (10) days' notice of the time and place of the Public Hearing was published on June 23, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

FINANCES
$0

SOURCE OF FUNDS
NA

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

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

FACT SHEET PREPARED BY: Adam Bailey, Community Planning and Design Manager

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, FOR THE PURPOSE OF UPDATING THE USE DEFINITIONS, USE STANDARDS, AND PARKING REQUIREMENTS, RESPECTIVELY, PERTAINING TO THE RETAIL SALES OF ALCOHOL ,AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

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

WHEREAS, on June 1, 2022, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

WHEREAS, on July 6, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with La. R.S. 33:140.27; and

WHEREAS, in accordance with the intent of La. R.S. 33:140.27 for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on July 6, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

WHEREAS, in accordance with the intent of La. R.S. 33:140.35, at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on June 23, 2022; and

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

1. Amend TABLE 5-1: USE MATRIX in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the City of Shreveport UDC.

Add "Liquor Sales" in the following zoning districts.

- C-2 Corridor Commercial (P)
- C-3 General Commercial (P)
- C-4 Heavy Commercial (P)
- C-UC Urban Corridor Commercial (P)
- D-1-E Downtown Entertainment Sub-District (P)
- D-1-HC Downtown Heavy Commercial Sub-District (P)
- I-1 Light Industrial (P)
- I-MU Industrial Mixed Use (P)

Delete "Retail Sales of Alcohol – Liquor" from the Use Matrix.

- C-2 Corridor Commercial (S)
- C-3 General Commercial (S)
- C-4 Heavy Commercial (P)
- C-UC Urban Corridor Commercial (S)
- C-UV Urban Village Commercial (S)
- D-1-CBD Downtown Core Sub-District (S)
- D-1-E Downtown Entertainment Sub-District (S)
- D-1-CMU Downtown Commercial Mixed-Use Sub-District (S)
- D-1-RMU Downtown Residential Mixed-Use Sub-District (S)
- D-1-AC Downtown Arts and Culture Sub-District (S)
- D-1-HC Downtown Heavy Commercial Sub-District (S)
- OR Office Research(S)
- I-MU Industrial Mixed Use (S)
- I-1 Light Industrial (S)
- I-2 Heavy Industrial (S)

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

2. Add new definition "Liquor Sales" to ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC. All subsequent definitions shall be alphabetized accordingly.

5.3 USE DEFINITIONS

* * * * * * *

Liquor Sales. Establishments or places of business that are engaged in the sale of alcoholic beverages for off-premises consumption, pursuant to Chapter 10 of the Shreveport Code of Ordinances. Items sold may include, but may not be limited to, distilled spirits, beer, and wine, as well as dry goods and food products. Typical uses include liquor stores, bottle shops or any other establishment licensed for off-site consumption.

3. Amend definition "Retail Sales of Alcohol" to "Retail Sales of Alcohol—Beer and Wine" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC.

5.3 USE DEFINITIONS

* * * * * * *

Retail Sales of Alcohol—Beer and Wine. Retail sales of beer and wine in factory original containers for consumption off-premises. Beer includes, but is not limited to, ale, lager, porter, stout, sake, and other similar fermented beverages brewed or produced from malt wholly or in part or from any substitute therefor. Wine is any alcoholic beverage obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing (i) sugar, including honey and milk, either with or without additional sugar; (ii) one-half of one percent or more of alcohol by volume; and (iii) no product of distillation.

* * * * * * *

4. Add new use standard "Liquor Sales" in UDC ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, as subsection "6.1.W." Re-alphabetize all subsequent uses accordingly.

6.1 USE STANDARDS

* * * * * * *

W. Liquor Sales

1. All liquor sales, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Liquor sales, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.

2. In addition to site plan requirements, the following elements of operation will be considered:

    a. The size, location, and configuration of the establishment.

    b. Days and hours of operation.

    c. A security plan.

    d. Exterior lighting design.

3. Any establishment with liquor sales must be located no closer than 200 feet from any residential zoning district, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line from any residential zoning district.

4. Any establishment with liquor sales must be located no closer than 1,000 feet from any other existing establishment with liquor sales, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line on which any other of the same use is located.

5. Liquor sales cannot be part of any ordinance relief request that is associated with any Small Planned Unit Development (SPUD) application.

6. Liquor Sales that are an accessory use to another principal use such as a retail goods establishment will be treated as a principal use for the purposes of this code and shall comply with the use matrix for allowable district locations for Liquor Sales. Liquor Sales as an accessory use shall also comply with all the use standards for Liquor Sales as described in this section.

5. Amend "Retail Sales of Alcohol" in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, Subsection 6.1.GG of the Shreveport UDC to read as follows:

6.1 USE STANDARDS

* * * * * * *

GG. Retail Sales of Alcohol—Beer and Wine

1. All retail sales of alcohol—beer and wine establishments, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Retail sales of alcohol—beer and wine establishments, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.

2. In addition to site plan requirements, the following elements of operation will be considered:

a. The size, location, and configuration of the establishment.

b. Days and hours of operation.

c. A security plan.

d. Exterior lighting design.

6. Add the following new uses "Liquor Sales" to Table 8-1 of ARTICLE 8. OFF-STREET PARKING AND LOADING.

TABLE 8-1: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	PERCENTAGE OF REQUIRED BICYCLE SPACES THAT MUST BE LONG-TERM SPACES
***	***	***	***
Liquor Sales	1 per 300sf GFA		
***	***	***	***

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

RECOMMENDED UDC AMENDMENTS.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to correct errors in the text or to accommodate changed or the changing nature of business in our community. These amendments will affect the following articles, or portions thereof: *Article 5. - Uses and Article 6. – Use Standards, updating the use definitions and standards, respectively, for liquor stores, and all new provisions included therein.*

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

Discussion/Analysis*: Pursuant to the City Council's directive, the Shreveport UDC requires an update to certain alcohol related uses to ensure consistency with City policies, to improve clarity, and to better serve the public. As part of the review process, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. These agencies consisted of neighboring cities and the Shreveport Police Department—ABO Office. The result of this effort are several Code Text Amendments to various articles in the Shreveport UDC related to definitions, use standards, distance requirements, factors regarding public convenience or necessity, conditions, and parking requirements. In addition, changes to Article 10 of the Shreveport Code of Ordinances will also be required.*

These proposed Code Text Amendment improves clarity, user-friendliness, and staff's ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment.

1. Amend TABLE 5-1: USE MATRIX in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the City of Shreveport UDC:

Add "Liquor Sales" in the following zoning districts.

- C-2 Corridor Commercial (P)
- C-3 General Commercial (P)
- C-4 Heavy Commercial (P)
- C-UC Urban Corridor Commercial (P)
- D-1-E Downtown Entertainment Sub-District (P)
- D-1-HC Downtown Heavy Commercial Sub-District (P)
- I-1 Light Industrial (P)
- I-MU Industrial Mixed Use (P)

Delete "Retail Sales of Alcohol – Liquor" from the Use Matrix.

- ~~C-2 Corridor Commercial (S)~~
- ~~C-3 General Commercial (S)~~
- ~~C-4 Heavy Commercial (P)~~
- ~~C-UC Urban Corridor Commercial (S)~~
- ~~C-UV Urban Village Commercial (S)~~
- ~~D-1-CBD Downtown Core Sub-District (S)~~
- ~~D-1-E Downtown Entertainment Sub-District (S)~~
- ~~D-1-CMU Downtown Commercial Mixed-Use Sub-District (S)~~
- ~~D-1-RMU Downtown Residential Mixed-Use Sub-District (S)~~
- ~~D-1-AC Downtown Arts and Culture Sub-District (S)~~
- ~~D-1-HC Downtown Heavy Commercial Sub-District (S)~~
- ~~OR Office Research(S)~~
- ~~I-MU Industrial Mixed Use (S)~~
- ~~I-1 Light Industrial (S)~~
- ~~I-2 Heavy Industrial (S)~~

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

2. Add new definitions "Liquor Sales" to ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC. All subsequent definitions shall be alphabetized accordingly.

* * *

Liquor Sales. Establishments or places of business that are engaged in the sale of alcoholic beverages for off-premises consumption, pursuant to Chapter 10 of the Shreveport Code of Ordinances. Items sold may include, but may not be limited to, distilled spirits, beer, and wine, as well as dry goods and food products. Typical uses include liquor stores, bottle shops or any other establishment licensed for off-site consumption.

* * *

3. **Amend definition "Retail Sales of Alcohol" to "Retail Sales of Alcohol—Beer and Wine" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC.**

* * *

Retail Sales of Alcohol—Beer and Wine. Retail sales of ~~alcoholic beverages~~ beer and wine in factory original containers for consumption off-premises. ~~Retail Sales of Alcohol is divided into: 1) sales of beer/wine, which are malt beverages of alcoholic content (beer) and alcoholic beverages obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar (wine); and 2) sales of liquor, which is an alcoholic beverage made by distillation rather than by fermentation.~~ Beer includes, but is not limited to, ale, lager, porter, stout, sake, and other similar fermented beverages brewed or produced from malt wholly or in part or from any substitute therefor. Wine is any alcoholic beverage obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing (i) sugar, including honey and milk, either with or without additional sugar; (ii) one-half of one percent or more of alcohol by volume; and (iii) no product of distillation.

* * *

4. **Add new use standard "Liquor Sales" in UDC ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, as subsection "W." Re-alphabetize all subsequent uses accordingly.**

W. Liquor Sales

1. All liquor sales, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Liquor sales, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.

2. In addition to site plan requirements, the following elements of operation will be considered:

    a. The size, location, and configuration of the establishment.

    b. Days and hours of operation.

    c. A security plan.

    d. Exterior lighting design.

3. Any establishment with liquor sales must be located no closer than 200 feet from any residential zoning district, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line from any residential zoning district.

4. Any establishment with liquor sales must be located no closer than 1,000 feet from any other existing establishment with liquor sales, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line on which any other of the same use is located.

5. Liquor sales cannot be part of any ordinance relief request that is associated with any Small Planned Unit Development (SPUD) application.

6. Liquor Sales that are an accessory use to another principal use such as a retail goods establishment will be treated as a principal use for the purposes of this code and shall comply with the use matrix for allowable district locations for Liquor Sales. Liquor Sales as an accessory use shall also comply with all the use standards for Liquor Sales as described in this section.

5. **Amend "Retail Sales of Alcohol" in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, Subsection 6.1.GG of the Shreveport UDC to read as follows:**

GG. Retail Sales of Alcohol—Beer and Wine

~~Retail Sales of Alcohol require site plan review by the Metropolitan Planning Commission and in some cases may require special use approval. When special use approval is required, the site plan review will be conducted concurrently.~~

1. All retail sales of alcohol—beer and wine establishments, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Retail sales of alcohol—beer and wine establishments, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.

2. In addition to site plan requirements, the following elements of operation will be considered:

    a. The size, location, and configuration of the establishment.

b. Days and hours of operation.

c. A security plan.

d. Exterior lighting design.

~~**3.** Retail Sales of Alcohol are not permitted within any C-2 Corridor Commercial Zoning District property which abuts a residential zoning district.~~

6. **Add the following new uses "Liquor Delivery Services" and "Liquor Sales" to Table 8-1 of ARTICLE 8. OFF-STREET PARKING AND LOADING.**

TABLE 8-1: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	PERCENTAGE OF REQUIRED BICYCLE SPACES THAT MUST BE LONG-TERM SPACES
***	***	***	***
Liquor Sales	1 per 300sf GFA		
***	***	***	***

TABLE 5-1: USE MATRIX

PRINCIPAL USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD
Agriculture	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Airport																														S	S				Sec. 6.1.A
Amusement Facility - Indoor																P	P	P	P	P	P		P	P	A	P	P		P					P	
Amusement Facility - Outdoor																			P		S								P	S					
Animal Care Facility													S			S	P	P	P	P	P			P	P	S	P		P	P					Sec. 6.1.B
Animal Shelter																S	P	P	P	P	S	S	S	S	S	S	S		P	P					Sec. 6.1.B
Animal Shelter – Operated by Public Authority	P	P														P	P	P	P	P	P	P		S	S	S	S	P	P	P	P				Sec. 6.1.B
Art Gallery								S					P			P	P	P	P	P	P	P	P	P	P	P	P		P					P	
Arts Studio								S					P			P	P	P	P	P	P	P	P	P	P	P	P		P					P	
Automated Teller Machine - Standalone																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 6.1.C
Bar																	S	S	S	S	S	P	P	P	S	P	P	P	P	P				S	Sec. 6.1.D
Bed and Breakfast	P	P	P	P	P			S												P				S		S									Sec. 6.1.E
Body Modification Establishment													S				P	P	P	P	P		P	P	P	P	P		P						
Brewery																		S	P	S	P					S	P		P	P					
Broadcasting Facility TV/Radio - With Antennae																			P									P	P	P	S			P	
Broadcasting Facility TV/Radio - Without Antennae																	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S			P	
Bus Transfer Station		P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	Sec. 6.1.F
Business Support Services																	P	P	P	P	P	P	S			S	P								Sec. 6.1.G
Campground																																	P		Sec. 6.1.H
Car Wash																	S	P	P		S								P	P					Sec. 6.1.I
Casino																							S												Sec. 6.1.B
Cemetery	P	P																															P		
Commercial Breeder	S	S																												S					Sec. 6.1.J
Commercial Facility For Pop-Up Use																	P	P	P	P	P	P	P	P	P	P	P	P							Sec. 6.1.J
Community Center	P	P	P	P	P	P	P	S	P	P	P	P	P	P		P	P	P		P	P					P	P			P			P	P	
Community Garden	P	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P		P	P					P	P	P	P	P	P		P	P	Sec. 6.1.K
Contractor Office																		S	P								P		P	P	P				Sec. 6.1.GG
Convention Center																							P												
Conservation Area	P	P																														P	P		
Country Club	S	S	S	S	S																												P		
Cultural Facility					S	S	S	S	S	S	S	S				P	P	P	P	P	P	P	P	P	P	P	P	P		P			P	P	P	
Day Care Center																P	P	P	P	P	P	P	P	P	P	P		P	P	P				P	Sec. 6.1.L
Day Care Home	P	P	P	P	P	P	P	P	P	P	P	P		P											P										Sec. 6.1.L
Detention or Penal Institution																		S	S							S	S	S	S	S					Sec. 6.1.M
Distillery																		S	P	S	P					S	P		P	P					
Drive-Through Facility																	A	P	P	A	A			S			S	P	A						Sec. 6.1.N
Dwelling – Above the Ground Floor																P	P	P	P	P	P	P	P	P	P	P		P					P	
Dwelling – Accessory Dwelling Unit	A	A	A	A	A	A	A	S	A	A	A																								Sec. 6.1.O
Dwelling – Age-Restricted Housing								S		P	P	P						S		S	P	S	S	P	P	P	P		S				S	
Dwelling – Manufactured Home	P		E	E	E	E				E	E			P	P																				Sec. 6.1.P
Dwelling - Multi-Family								S		P	P	P						S		S	P	P	S	P	P	P	P		S				S	Sec. 6.1.P
Dwelling - Townhouse							P	P	P	P	P	P								P	P			P	P	P							S	Sec. 6.1.Q
Dwelling - Single-Family Detached	P	P	P	P	P	P	P	P	P	P	P			P						P	P													Sec. 6.1.Q
Dwelling – Single-Family Attached							P	P	P	P	P									P	P													Sec. 6.1.Q
Dwelling - Two-Family							P	P	P	P	P									P	P													Sec. 6.1.Q
Educational Facility - Primary or Secondary	P	P	S	S	S	S	P	S	P	P	P	P		P		P	P	P	P	P	P				P									
Educational Facility – University, College or Vocational																	S	P	P	S	P	P		P	P	P	P	P	P	S	P			P	
Financial Institution																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	
Financial Institution with Drive-Through																P	P	P	P	A	A			A			P	P	A						Sec. 6.1.R
Food Truck and Trailer Vendor																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	Sec. 6.1.S
Food Truck Park													P			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S			S	Sec. 6.1.T

TABLE 5-1: USE MATRIX

PRINCIPAL USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD
Fraternity/Sorority																																		P	
Freight Terminal																														P	P				
Funeral Home																	S	P	P	S															
Furniture, Furnishings and Equipment Sales																		P	P										P	P	S				
Gas Station																	S	P	P	S			S				S	S	P	P	P				Sec. 6.1.U
Golf Course/Driving Range	S	S	S	S																													P		
Government Office																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	
Greenhouse/Nursery - Retail																		A	P										P	P					
Group Home	P	P	P	P	P	P	P	P	P	P	P																								Sec. 6.1.V
Halfway House																			S										S						Sec. 6.1.V
Healthcare Institution																	P	P	P									P						P	
Heavy Retail, Rental, and Service																		S	P		S						S		S	P	P				
Helipad																						S	S					S		S					Sec. 6.1.A
Heliport																												S		S	S			S	Sec. 6.1.A
Hotel																	S	P	P	S	P	S	P	P	S	S	S	P						P	
Industrial - Artisan													S					S	P		S			S		S	P	S	P	P					
Industrial - Heavy																															P				
Industrial - Light													S																P	P	P				
Industrial Design																			P	A		P		P		P	P	P	P	P					
Industrial Services																		P	P								P		P	P					
Liquor Sales																	P	P	P	P			P				P		P	P					Sec. 6.1.W
Live Entertainment - Ancillary Use																	S	S	S	S	S	P	P	S		P			P						Sec. 6.1.~~W~~ X
Live Performance Venue																		P	P	S	P	P	P	P		P			P					P	Sec. 6.1.~~W~~ X
Lodge/Meeting Hall	S	S	S	S	S	S	S	S	S	S	S	S		S		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				Sec. 6.1.~~X~~ Y
Manufactured Home Park															P																				
Marina																			S										S	S			S		
Medical/Dental Office								S					P			P	P	P	P	P	P	P		P	P	P	P	P	P	P				P	
Movie Studio																							S			S			P	P					
Neighborhood Commercial Establishment			S	S	S	S	S	S	S	S	S	S		S																					Sec. 6.1.~~Y~~ Z
Nightclub																		S	S		S		S	S		S			S						Sec. 6.1.~~W~~ X
Office								S					P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	
Outdoor Dining																S	P	P	P	P	P	P	P	P	P	P	P	S	S						Sec. 6.1.~~Z~~ AA
Parking Lot (Principal Use)																	S	P	P	S	P		S			S	P	S	S	P			P	P	Sec. 6.1.~~AA~~BB
Parking Structure (Principal Use)																	S	P	P	S	P	P	P	P	P	P	P	P	P	P			P	P	Sec. 6.1.~~AA~~ BB
Pay Day/Title Loan Agency																	S	S	S	S		S		S					S						Sec. 6.1.~~BB~~ CC
Passenger Terminal																			P					S			S	P	P	S					
Personal Service Establishment													P			P	P	P	P	P	P	P	P	P	P	P	P	P	P					P	
Place of Worship	P	P	P	P	P	P	P	S	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P		P					P	
Public Park	P	P	P	P	P	P	P	P	P	P	P	P		P		P	P	P	P	P	P	S		S	P	P			P				P	P	
Public Safety Facility	S	S	S	S	S	S	S	S	S	S	S	S		S		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	
Public Works Facility																			P								S	P	P	P	P			P	
Reception Facility													S				S	P	P	S	P		S	S		S	P								Sec. 6.1.~~CC~~ DD
Recreational Vehicle Park																			S														S		Sec. 6.1.G
Research and Development																			P			S		S			P	P	P	P	P			P	
Residential Care Facility										P	P	P						P	P		P				S									P	Sec. 6.1.~~DD~~EE
Restaurant													P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 6.1.EE FF
Retail Goods Establishment													P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	
Retail Sales of Alcohol – Beer/Wine																	P	P	P	S	P	S	S	S	S	S	S	S	P	P	P				Sec. 6.1.~~FF~~GG
~~Retail Sales of Alcohol - Liquor~~																	~~S~~	~~S~~	~~P~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~				~~Sec. 6.1.FF~~
Salvage Yard																															P				Sec. 6.1.~~GG~~HH
Self-Service Ice Vending Unit	S																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 6.1.~~HH~~ II
Self-Storage Facility: Climate-Controlled													S				S	P	P	S				S	S		P	P	P	P				P	Sec. 6.1.~~II~~ JJ
Self-Storage Facility: Outdoor																		S	P								P	P	P	P	S				Sec. 6.1.~~II~~ JJ
Sexually Oriented Business																		S					S												Sec. 6.1. ~~JJ~~ KK
Shelter Housing											S	S	P			S	S	S	P						S		S		S					P	Sec. 6.1.V

TABLE 5-1: USE MATRIX

PRINCIPAL USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD
Short-Term Rental Property	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E		P/E		P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E		P/E						Sec. 6.1.~~KK~~ LL
Single Room Occupancy										P	P	P						S						S	S		S		S						Sec. 6.1.P
Social Service Center													P			S	S	S	P	S	S			S	S		S		S					P	Sec. 6.1.V
Solar Farm																												S	P	P	P			P	Sec. 6.1.~~LL~~ MM
Soup Kitchen																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	
Soup Kitchen, Accessory	P	P	P	P	P	P	P	S	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P		P					P	
Specialty Food Service													P			P	P	P	P	P	P	S	S	P	S	P	P		P	P					
Storage Yard - Outdoor																			P											P	P				Sec. 6.1.~~GG~~ HH
Truck Repair																														P	P				
Truck Stop																			S											P	P				
Utility	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	P	S	S	S	S	S	S	S	P	P	P	P	P			P	Sec. 6.1.~~MM~~ NN
Vehicle Dealership – Enclosed																		P	P		P			P			P		P	P					
Vehicle Dealership – With Outdoor Storage/Display																		P*	P*		S						S		P*	P*	P*				Sec. 6.1.~~NN~~ OO
Vehicle Operation Facility																			P										S	P	P			P	
Vehicle Rental – Enclosed																		P	P		P	P	P	P			P	P	P					P	
Vehicle Rental – With Outdoor Storage/Display																		S	P		S						S	P	S					S	
Vehicle Repair/Service– Major																			P*								S		P	P	S				Sec. 6.1.~~OO~~ PP
Vehicle Repair/Service – Minor													S				S	P	P	S	P			S		S	S		P	P	S				Sec. 6.1.~~OO~~ PP
Warehouse																			A									P	P	P	P				
Wholesale Establishment																			A										P	P	A				
Wind Energy System	S	S																										S	S	S	S			S	Sec. 6.1.~~PP~~ QQ
Winery																		S	P	S	P					S	P		P	P					
Wireless Telecommunications – New Facility	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 22.9
Wireless Telecommunications – Attachments to Existing Structures (Other than Towers)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 22.9
Wireless Telecommunications – Modifications (Eligible Facility)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 22.9
Wireless Telecommunications – Modifications (Non-Eligible Facility)																S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 22.9

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

** All Vehicle Dealership – with Outdoor Storage/Display uses shall only operate in allowable zoning districts as indicated on this table. Any Vehicle Dealership – with Outdoor Storage/Display use located within 200' of a residentially zoned district shall require a special use permit.*
*** Even though Batch Plant/Rock Crushing Facility (Temporary) and Borrow Pit are permitted uses (P) by-right, these uses require MPC Board approval at a public hearing.*
P/E - Depending on the Short-Term Rental Permit—whether 'Type A,' Type B-1' or Type B-2,' a short short-term rental property will either be a permitted use by-right (P) or will require a Special Exception Use (E)

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STAFF REPORT – CITY OF SHREVEPORT

JULY 6, 2022
AGENDA ITEM NUMBER: 15
MPC Staff Member: Adam Bailey
City Council District: All Districts
Parish Commission District: All Districts

CASE NUMBER: **22-4-CTAC: Shreveport UDC Code Text Amendments**
APPLICANT: METROPOLITAN PLANNING COMMISSION
REQUEST: **Code Text (Ordinance) Amendments regarding Liquor Sales**

DESCRIPTION: The Shreveport Unified Development Code (UDC) was implemented in May of 2017. The purpose of the UDC was to update, consolidate, and reformat the former, and extremely outdated, subdivision and zoning regulations. The development of the UDC was one of the priority initiatives of the 2030 Great Expectations Master Plan. And, as such, it was as acknowledged that upon adoption that additional corrections and policy amendments to these regulations would be forthcoming to ensure that the Code promotes sound, stable, and desirable development.

The City of Shreveport is committed to undertaking a comprehensive review of its zoning and land use classifications and regulations in regard to the current use of liquor stores (currently known in the Shreveport UDC as *Retail Sales of Alcohol-Liquor*) to better serve, protect; and promote the health and welfare of its citizens.

These proposed amendments add the following new uses—*liquor delivery sales* and *liquor sales*—either allowed with a Special Use Permit, or by-right in the zoning districts, as identified in the Use Matrix; as well as properly updating the use definitions, use standards, and parking requirements, respective to those uses, and any new provisions included therein.

The following Shreveport UDC Articles, or portions thereof, will need amending: (1) *Article 5. - Uses;* (2) *Article 6. - Use Standards;* and (3) *Article 8. - Off-Street Parking and Loading*.

BACKGROUND: In Shreveport, the way that the alcohol sales have been regulated has changed in most recent decades from being only allowed in specific "liquor districts" that were defined geographically to only allowing them with specific approval on a case-by-case basis. Currently, the City of Shreveport is committed to undertaking a comprehensive review of its zoning and land use classifications and regulations in regard to liquor stores/retail sales of alcohol-liquor to better serve, protect; and promote the health and welfare of its citizens.

In October 2021, the City Council believed that it was in the best interest of the City of Shreveport for the Metropolitan Planning Commission (MPC) to establish a moratorium on the issuance of new occupational licenses and certificates of occupancy to any liquor store/retail sales of alcohol-liquor pending further study and revision of its land use policies and regulations. In response to this issue, City Council members expressed concern for the possibility of liquor stores and related uses locating in pockets of commercially zoned property within, or adjacent to, predominately residential areas. City Council further expressed an interest in addressing this issue through zoning; in particular, to differentiate between liquor sales and the general *beer and wine* use category, and to identify locations where liquor sales—as an independent use—should be allowed.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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In December 2021, the MPC Board passed a resolution restricting the issuance of new occupational licenses and certificates of occupancy to any liquor store/retail sales of alcohol-liquor for six (6) months, allowing MPC staff adequate time to research proposed adequate code text amendment for the following new uses—*Liquor Delivery Sales* and *Liquor Sales*.

FINDINGS: Currently in the Shreveport UDC, use standards apply to liquor stores that prohibit any sales within a C-2 (Corridor Commercial) zoning district that abut residentially zoned property. However, in determining where liquor stores are currently located in Shreveport—versus where liquor stores **should** be located—research indicates that a large contingent of Shreveport's low-income neighborhoods[1] have just as many liquor stores as medium[2] or high-income[3] neighborhoods. Furthermore, Louisiana Courts have ruled that more stringent regulation may be applied to liquor business.

> *Due to the nature of the intoxicating liquor business, the governing authorities may impose regulations on it more stringent than other businesses.*[4]

Staff proposes to design the liquor sale regulations that will mitigate the potential negative impacts of the use by imposing revised land use regulations specifically tailored to *Liquor Sales*; that would also allow that use to be a *use-by-right* in a limited number of zoning districts. This approach is expected to eliminate controversial, inconsistent and arbitrary decisions regarding where liquor stores/liquor sales can be located.

The proposed amendments will add definitions to accommodate the specific market for liquor sales, as well as include the use for liquor delivery, as permitted or special uses throughout the City in the appropriate zoning districts so long as the intensity of use is not likely to conflict with adjacent properties. Generally, the liquor sales would be compatible in general retail corridors, the downtown core, and at light industrial zoning districts.

The prevailing method other towns use to regulate liquor sales consists of zoning locations and use standards designed to control the specific aspects of the operations. Staff recommends the size, spacing, and distance requirements be consistent with the limits set in other municipalities.

PROPOSED TEXT AMENDMENT(S): Staff is proposing amending/adding the following UDC Articles at this time:

- **Amend** *Article 5. - Uses*
- **Amend** A*rticle 6. - Use Standards*
- **Amend** *Article 8. - Off-Street Parking and Loading*

[1] Less than $50,000/year
[2] $50,000-$90,000/year
[3] Greater than $90,000/year
[4] *City of Baton Rouge v. Rebowe*, 75 So. 2d 239, 226 La. 186 (La. 1954)

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

Amendment 1.
Amend TABLE 5-1: USE MATRIX in ARTICLE 5. USES, SECTION 5.2 USE. This amendment will add the following new uses—*Liquor Sales* and *Liquor Delivery Services*—to the Use Matrix. ***See Exhibit "B" for revised Table 5-1: USE MATRIX.***

Amendment 2.
Add the new definitions of "Liquor Delivery Services" and "Liquor Sales" to ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS. Staff considered the appropriateness and intensity of use when determining not only the definition, but where these uses would be permitted, not permitted, or special uses (as applicable) throughout the City's zoning districts.

Amendment 3.
Amend definition "Retail Sales of Alcohol" to "Retail Sales of Alcohol—Beer and Wine" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS. Updated standards reflects changes to Retail Sales of Alcohol, specifically concerning beer and wine sales.

Amendment 4.
Add new use standard "Liquor Sales" in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS. The new standard specifically identifies Liquor Sales as its own separate use—a use more in-line with industry terminology. The old use—Retail Sales of Alcohol-Liquor—was confusing to many applicants.

Amendment 5.
Amend "Retail Sales of Alcohol" in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE. This amendment adds *Beer and Wine* to become *Retail Sales of Alcohol—Beer and Wine* for more clarity.

Amendment 6.
Add the following new uses "Liquor Delivery Services" and "Liquor Sales" to Table 8-1 of ARTICLE 8. OFF-STREET PARKING AND LOADING. These new uses need minimum parking requirements added to Table 8-1.

***See* Attachments:**

- **Exhibit "A"** for memorandum describing these amendments in full detail.
- **Exhibit "B"** for Table 5-1, adding the permitted allowed locations for the new uses *Liquor Delivery Services* and *Liquor Sales*.

APPROVAL STANDARDS: The purpose of Shreveport UDC *Section 16.1.E.1* is to provide a uniform means for amending the text of the UDC whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendments, the MPC shall weigh the relevance to which the proposed amendment:

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

a. Promotes the public health, safety, and welfare.
The proposed text amendments promotes the public health, safety, and welfare.

b. Promotes the Master Plan and any adopted land use policies.
The proposed text amendments are consistent with the Master Plan.

c. Promotes intent of this Code.
These amendments will clarify current practices, thus promoting the intent of the Code.

d. Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
Staff finds the proposed amendment would improve compatibility among uses and would assist in ensuring efficient development within the City.

e. The extent to which the proposed amendment creates nonconformities.
These amendments help alleviate nonconformities, not create them.

STAFF RECOMMENDATION: **Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE the code text amendments is warranted. If approved by City Council, Article 5 Article 6 and Article 8 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.**

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny all of the proposed code text amendment(s);
- Deny specific provisions, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

PUBLIC ASSESSMENT: **There was no support and no opposition.**

MPC BOARD RECOMMENDATION: **The Board voted 6-0 to recommend the application for approval.**

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, relative to surfacing requirements for parking lots, and to otherwise provide with respect thereto.

DATE
September 13, 2022

ORIGINATING DEPARTMENT
Shreveport | Caddo Metropolitan Planning Commission ("MPC")

COUNCIL DISTRICT
City-wide

SPONSOR

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

BACKGROUND INFORMATION
The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. These proposed amendments relate to surfacing requirements for parking lots. Trucking and shipping play a vital role in Shreveport's economy and the metro area has an increasing number of heavy trucks in part due to growing logistics/warehousing industries. With more trucks, there is a need for more truck parking. Expanding the surfacing requirements for parking lots for heavy truck parking should result in the development of more locations for such storage. However, if not adequately regulated, surfacing requirements that is poorly managed or over-concentrated may adversely impact area residents. These proposed egulations should effectively provide for the needs of the community and mitigate potential adverse impacts on quality of life.

TIMETABLE

MPC Introduction:	August 3, 2022
MPC Review & Recommendation:	September 7, 2022
Introduction to City Council:	September 13, 2022
Final Passage by City Council:	September 27, 2022

ATTACHMENTS

Exhibit "A"	MPC Memo
Exhibit "B"	MPC Staff Report

SPECIAL PROCEDURAL REQUIREMENTS
MPC Recommendation. Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on September 7, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

Notice and Public Hearing at MPC. In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on September 7, 2022, before voting on the proposed amendments. At least ten (10) days' notice of the time and place of the Public Hearing was published on August 19, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

FINANCES
$0

SOURCE OF FUNDS
NA

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

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

FACT SHEET PREPARED BY: Adam Bailey, Community Planning and Design Manager

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, RELATIVE TO SURFACING REQUIREMENTS FOR PARKING LOTS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

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

WHEREAS, on August 3, 2022, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

WHEREAS, on September 7, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with La. R.S. 33:140.27; and

WHEREAS, in accordance with the intent of La. R.S. 33:140.27 for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on September 7, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

WHEREAS, in accordance with the intent of La. R.S. 33:140.35, at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on August 19, 2022; and

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

1. Amend "H. Surfacing" in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5. DESIGN OF VEHICLE PARKING SPACES in the Shreveport UDC.

8.5 DESIGN OF VEHICLE PARKING SPACES

* * * * * * *

H. Surfacing

1. All surface parking lots must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel crushed concrete

or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:

a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.

b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.

c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:

i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.

ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.

iii. The Director of Public Works may prohibit and/or block any public access onto the property.

d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.

2. Driveways must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface, with the following exceptions:

a. Single-family – detached and attached, and two-family dwellings are permitted to construct driveways constructed of pervious paving, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location.

b. In the RA District, single-family–detached and manufactured homes are permitted a gravel driveway, however a paved driveway apron is required from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.

c. All single-family – detached and attached, and two-family dwellings are also permitted to construct driveways that consist of two concrete wheel strips, each of which is at least 18 inches wide and at least 20 feet long. Groundcover must be planted between the strips; gravel between the strips is not permitted.

3. Any other areas used for off-street parking must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel, crushed concrete or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:

    a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.

    b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.

    c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:

        i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.

        ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.

        iii. The Director of Public Works may prohibit and/or block any public access onto the property.

    d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

RECOMMENDED UDC CODE TEXT AMENDMENTS. 22-9-CTA.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community. These proposed amendments will be intended to be more user-friendly, including, but not limited to, amending the following article, *Article 8. – Off-Street Parking And Loading*, or portions thereof, relative to surfacing requirements for parking lots, with all provisions included therein.

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

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1. Amend "H. Surfacing" in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5. DESIGN OF VEHICLE PARKING SPACES in the Shreveport UDC.

8.5 DESIGN OF VEHICLE PARKING SPACES

* * * * *

H. Surfacing

1. All surface parking lots must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel ~~or loose rock is prohibited~~, crushed concrete or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:

a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.

b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.

c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:

i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.

ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.

iii. The Director of Public Works may prohibit and/or block any public access onto the property.

d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.

2. Driveways must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface, with the following exceptions:

a. Single-family – detached and attached, and two-family dwellings are permitted to construct driveways constructed of pervious paving, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location.

b. In the RA District, single-family–detached and manufactured homes are permitted a gravel driveway, however a paved driveway apron is required from the road to at least the right-of-way line, or a minimum of fifteen (15) ~~ten (10)~~ feet from the road, whichever is greater ~~in depth, as measured from the right-of-way line, is required~~.

c. All single-family – detached and attached, and two-family dwellings are also permitted to construct driveways that consist of two concrete wheel strips, each of which is at least 18 inches wide and

at least 20 feet long. Groundcover must be planted between the strips; gravel between the strips is not permitted.

3. Any other areas used for off-street parking must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel ~~or loose rock is prohibited~~, crushed concrete or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:

a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.

b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.

c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:

i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.

ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.

iii. The Director of Public Works may prohibit and/or block any public access onto the property.

d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.

City of Shreveport | Caddo Parish
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STAFF REPORT – CITY OF SHREVEPORT

SEPTEMBER 7, 2022
AGENDA ITEM NUMBER: 11
MPC Staff Member: Adam Bailey
City Council District: All Districts
Parish Commission District: All Districts

CASE NUMBER: **22-9-CTAC: City of Shreveport Code-Text Amendments**
APPLICANT: METROPOLITAN PLANNING COMMISSION
REQUEST: **Code Text (Ordinance) Amendments to the Shreveport UDC**

DESCRIPTION: The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to reflect the changing nature of business in our community. These proposed amendments will be intended to be more user-friendly, including, but not limited to, amending the following article, *Article 8. – Off-Street Parking And Loading*, or portions thereof, relative to surfacing requirements for parking lots, with all provisions included therein.

NOTIFICATION: MPC staff provided notice of the September MPC public hearing through publication in The Shreveport Times on August 19, 2022. No comments have been received to date.

Following the MPC public hearing on September 7, the Shreveport City Council will review the proposals at a September 26, 2022 and October 10, 2022 public hearing.

STAFF ANALYSIS: Code text amendment changes may be reviewed at any time and are not subject to any annual review requirements. The Office of the MPC typically reviews code amendments updates annually or semi-annually, to accommodate changed or the changing nature of business in our community. The proposed changes in this report were provided by the City Engineer.

Trucking and shipping play a vital role in Shreveport's economy and the metro area has an increasing number of heavy trucks in part due to growing logistics/warehousing industries. With more trucks, there is a need for more truck parking. Companies and independent truck drivers that own their own trucks need additional options for storage. In addition, truck drivers that need to rest may park at unsafe locations, such as on street shoulder or vacant lots, if they are unable to locate available temporary parking.

As communicated to MPC staff while resolving enforcement complaints, many residents have requested better enforcement action against unlawful or non-compliant truck parking in residential areas. On the other hand, some truck drivers that have been cited for parking trucks in residential areas have expressed frustration at the limited options for parking.

Expanding the surfacing requirements for parking lots for heavy truck parking should result in the development of more locations for such storage. However, if not adequately regulated, parking that is poorly managed or overconcentrated may adversely impact residents. Regulations should effectively provide for the needs of the community and mitigate potential adverse impacts on quality of life.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

PROPOSED UDC CODE TEXT AMENDMENT(S): Staff is proposing amending the following UDC Articles at this time:

- Amend *Article 8. – Off-Street Parking And Loading*

Amendment 1. ***Amend "H. Surfacing" in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5. DESIGN OF VEHICLE PARKING SPACES.***

ATTACHMENTS: ***See* Exhibit "A" for memorandum describing these amendments in full detail.**

APPROVAL STANDARDS: The purpose of Section 16.1.E.1 is to provide a uniform means for amending the text of the Unified Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

a. **Promotes the public health, safety, and welfare.**
The proposed text amendments promotes the public health, safety, and welfare.

b. **Promotes the Master Plan and any adopted land use policies.**
The proposed text amendments are consistent with the Master Plan.

c. **Promotes intent of this Code.**
These amendments will simplify current practices, thus promoting the intent of the Code.

d. **Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.**
The proposed amendments reflect changes in policy.

e. **The extent to which the proposed amendment creates nonconformities.**
These amendments help alleviate nonconformities, not create them.

STAFF RECOMMENDATION: **Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE these code text amendments is warranted. If approved by City Council, Article 8 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.**

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny the proposed code text amendment;
- Deny specific provisions and/or amendments, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

PUBLIC ASSESSMENT:

MPC BOARD RECOMMENDATION:

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
An ordinance to revise Chapter 78 Article V "*Standards for construction of parking lots"* of the City of Shreveport, Louisiana, Code of Ordinances, relative to construction of parking lots and to otherwise provide with respect thereto.

DATE
July 13, 2022

ORIGINATING DEPARTMENT
Public Works

COUNCIL DISTRICT
City-wide

SPONSOR

PURPOSE
To remove section 78-236 "standards for construction of parking lots" from the City of Shreveport's code of ordinances.

BACKGROUND INFORMATION
It was recently determined that Section 78-236 conflicts with the UDC. Staff currently uses the UDC to regulate development. Therefore, this legislation would delete Section 78-236 from the code of ordinances to eliminate any conflicts.

TIMETABLE
Introduction: July 26, 2022
Final Passage: August 9, 2022

ATTACHMENTS
N/A

SPECIAL PROCEDURAL REQUIREMENTS
None

FINANCES
NA

SOURCE OF FUNDS
NA

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

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

FACT SHEET PREPARED BY: Stephen Terese
Public Works

ORDINANCE NO. _____ OF 2022

An ordinance to revise Chapter 78 Article V "*Standards for construction of parking lots"* of the City of Shreveport, Louisiana, Code of Ordinances, relative to construction of parking lots and to otherwise provide with respect thereto.

BY COUNCILMEMBER:

WHEREAS, the Shreveport City Code Chapter 78, Article V titled "Standards for construction of parking lots" needs revisions with regard to construction of parking lots; and

WHEREAS, it is recommended that the City revise its ordinance so as to not conflict with the procedure for reviewing, issuing, and inspecting work related to parking lots.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that Chapter 78, Article V, section 78-236 titled "Standards for construction of parking lots" of the City of Shreveport, Louisiana, Code of Ordinances is hereby removed.

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

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE
An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of updating and revising the regulations for political signs, and to otherwise provide with respect thereto.

DATE
July 26, 2022

ORIGINATING DEPARTMENT
Shreveport | Caddo Metropolitan Planning Commission ("MPC")

COUNCIL DISTRICT
City-wide

SPONSOR

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

BACKGROUND INFORMATION
The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. These amendments will affect the following article: *Article 9. – Signs,* regarding updates and revisions to political signs, with all their provisions included therein.

Six years ago, the U.S. Supreme Court upended local sign regulations with its decision in *Reed v Town of Gilbert*. In *Reed*, the Supreme Court held a sign ordinance's restrictions were content based when the restrictions "depend[ed] entirely on the communicative content of the sign." Courts have interpreted the broad ruling in *Reed* to mean a sign ordinance is unconstitutional if an official is required to read the sign's message to determine which regulations apply.

To contend with the Court's ruling, these code text amendments better regulate the signage codes, and limit a sign's size, location, illumination and lighting, and placement on private property. This will allow those regulations to be enforced without reviewing the sign's message.

TIMETABLE

MPC Introduction:	June 1, 2022
MPC Review & Recommendation:	July 6, 2022
Introduction to City Council:	July 26, 2022
Final Passage by City Council:	August 9, 2022

ATTACHMENTS

Exhibit "A"	MPC Memo
Exhibit "B"	MPC Staff Report 22-7-CTAC

SPECIAL PROCEDURAL REQUIREMENTS

MPC Recommendation. Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on July 6, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

Notice and Public Hearing at MPC. In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on July 6, 2022, before voting on the proposed amendments. At least ten (10) days' notice of the time and place of the Public Hearing was published on June 23, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

FINANCES	**SOURCE OF FUNDS**
$0	NA

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

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

FACT SHEET PREPARED BY: Adam Bailey, Community Planning and Design Manager

ORDINANCE NO. _____ OF 2022

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

BY COUNCILMEMBER:

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

WHEREAS, on June 1, 2022, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

WHEREAS, on July 6, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with La. R.S. 33:140.27; and

WHEREAS, in accordance with the intent of La. R.S. 33:140.27 for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on July 6, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

WHEREAS, in accordance with the intent of La. R.S. 33:140.35, at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on June 23, 2022; and

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

1. Add the following definition to ARTICLE 2. DEFINITIONS AND RULES OF MEASUREMENT, SECTION 2.3 DEFINITION OF GENERAL TERMS in the Shreveport UDC to know read as follows:

5.3 USE DEFINITIONS

*** * * * * * ***

Sign, One-Time Event. A temporary sign advertising an event of limited duration which is either non-recurring or, if recurring, occurring at distinct and/or defined intervals (e.g., quarterly, annually, bi-annually). Illustrative examples of signs advertising One-Time Events include, without limitations, signs advertising carnivals, concerts, public meetings,

sporting events, political campaigns (including qualifying), the sale or lease of immovable property, the grand opening of a business, a festival, a state or local fair, and a cattle or horse show. The foregoing examples are given for illustrative purpose only, and shall not be interpreted as exhaustive or as limiting the generality of this definition.

* * * * * * *

Sign, Temporary. A sign that is constructed of cloth, canvas, cardboard, wallboard, or other light temporary materials, with or without a structural frame, intended for a temporary period of display. Examples include, but are not limited to, placards for public demonstrations, real estate signs, political signs, construction signs, or signs that advertise a grand opening, festival, state or local fair, or cattle or horse shows.

* * * * * * *

Sign, Yard. A temporary sign intended for non-commercial use or expression. Such signs may include, but are not limited to, baby and birthday celebration signs, garage or yard sale signs, and political signs.

* * * * * * *

2. Delete sign type "10. Political Signs" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC. All subsequent subsections shall be renumbered accordingly.

3. Add the new sign type "Temporary Sign" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC as "11." All subsequent subsections shall be renumbered accordingly.

9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS

* * * * * * *

C. Permitted Exempt Signs

* * * * * * *

11. Temporary Signs

Except where specifically in conflict with this subsection (11), all regulations set forth in this Article 9 shall apply to temporary signs.

a. Temporary signs are permitted in all districts.

b. Temporary signs erected in residential districts shall be no larger than 8 square feet.

c. Temporary signs erected in non-residential districts shall be no larger than 16 square feet. Any Temporary signs larger than 16 square feet is considering a freestanding sign and shall follow all freestanding sign regulations found in Section 9.7.H.

d. Temporary signs advertising a One-Time Event shall not be erected more than ninety (90) days prior to the initiation of the One-Time Event and shall be removed within seven (7) days following the termination of the One-Time Event.

e. Temporary signs shall not be illuminated.

f. Temporary signs shall not advertise off-premises commercial activity.

g. All temporary signs shall be set back ten (10) feet from any property line.

h. Temporary signs shall not be erected within the City's public right-of-way.

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

RECOMMENDED UDC CODE TEXT AMENDMENTS. 22-6-CTA.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community and processed as either general amendments suggested or reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations, or are emergency amendments.

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

---

1. **Add the following definition to ARTICLE 2. DEFINITIONS AND RULES OF MEASUREMENT, SECTION 2.3 DEFINITION OF GENERAL TERMS in the Shreveport UDC to know read as follows:**

* * *

Sign, One-Time Event. A temporary sign advertising an event of limited duration which is either non-recurring or, if recurring, occurring at distinct and/or defined intervals (e.g., quarterly, annually, bi-annually). Illustrative examples of signs advertising One-Time Events include, without limitations, signs advertising carnivals, concerts, public meetings, sporting events, political campaigns (including qualifying), the sale or lease of immovable property, the grand opening of a business, a festival, a state or local fair, and a cattle or horse show. The foregoing examples are given for illustrative purpose only, and shall not be interpreted as exhaustive or as limiting the generality of this definition.

* * *

Sign, Temporary. A sign that is constructed of cloth, canvas, cardboard, wallboard, or other light temporary materials, with or without a structural frame, intended for a temporary period of display. Examples include, but are not limited to, placards for public demonstrations, real estate signs, political signs, construction signs, or signs that advertise a grand opening, festival, state or local fair, or cattle or horse shows.

* * *

Sign, Yard. A temporary sign intended for non-commercial use or expression. Such signs may include, but are not limited to, baby and birthday celebration signs, garage or yard sale signs, and political signs.

* * *

2. **Delete sign type "10. Political Signs" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC. All subsequent subsections shall be renumbered accordingly.**

* * *

~~**10. Political Signs**~~

~~For the purposes of this Code, political signs shall follow all sign regulations of Section 9.6.C.13. Yard Signs, as well as the following:~~

~~**a.** Political signs are permitted temporarily in all districts.~~

~~**b.** Political signs shall not be erected within the City's public right-of-way, except as provided in Chapter 50 of the Shreveport City Code.~~

~~**c.** Political signs erected in residential districts shall be no larger than 8 square feet.~~

~~**d.** Political signs erected in non-residential districts shall be no larger than 16 square feet. Any political sign larger than 16 square feet is considering a freestanding sign and shall follow all freestanding sign regulations found in Section 9.7.H.~~

* * *

Explanation: *This amendment deletes political signs as a sign type in the Shreveport UDC.*

3. **Add the new sign type "Temporary Sign" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC as "11." All subsequent subsections shall be renumbered accordingly.**

* * *

11. Temporary Signs

Except where specifically in conflict with this subsection (11), all regulations set forth in this Article 9 shall apply to temporary signs.

a. Temporary signs are permitted in all districts.

b. Temporary signs erected in residential districts shall be no larger than 8 square feet.

c. Temporary signs erected in non-residential districts shall be no larger than 16 square feet. Any Temporary signs larger than 16 square feet is considering a freestanding sign and shall follow all freestanding sign regulations found in Section 9.7.H.

d. Temporary signs advertising a One-Time Event shall not be erected more than ninety (90) days prior to the initiation of the One-Time Event and shall be removed within seven (7) days following the termination of the One-Time Event.

e. Temporary signs shall not be illuminated.

f. Temporary signs shall not advertise off-premises commercial activity.

g. All temporary signs shall be set back ten (10) feet from any property line.

h. Temporary signs shall not be erected within the City's public right-of-way.

Explanation: *This amendment codifies temporary sign as a sign type in the Shreveport UDC. No such regulations currently exist.*

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddompc.com

STAFF REPORT – CITY OF SHREVEPORT

JULY 6, 2022
AGENDA ITEM NUMBER: XX
MPC Staff Member: Adam Bailey
City Council District: All Districts
Parish Commission District: All Districts

CASE NUMBER: **22-7-CTAC: City of Shreveport Code-Text Amendments**
APPLICANT: METROPOLITAN PLANNING COMMISSION
REQUEST: **Code Text (Ordinance) Amendments to the Shreveport UDC**

DESCRIPTION: The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community and processed as either general amendments suggested or reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations, or are emergency amendments. These amendments will affect the following article: *Article 9. – Signs,* regarding updates and revisions to political signs, with all their provisions included therein.

BACKGROUND: Six years ago, the U.S. Supreme Court upended local sign regulations with its decision in *Reed v Town of Gilbert*. In *Reed*, the Supreme Court held a sign ordinance's restrictions were content based when the restrictions "depend[ed] entirely on the communicative content of the sign." Courts have interpreted the broad ruling in *Reed* to mean a sign ordinance is unconstitutional if an official is required to read the sign's message to determine which regulations apply.

When reviewing sign regulations, courts will first determine if the ordinance is content-based or content-neutral. A content-neutral ordinance does not target the sign's communicative message, but instead applies to all signs regardless of their message. Content-neutral restrictions are usually limited to the time, place, and manner of the speech.

Content-neutral regulations get "intermediate scrutiny." Intermediate scrutiny requires the restrictions to further an important governmental interest and be substantially related to that interest. Courts have found aesthetics, blight, and traffic safety to be examples of important government interests.
Content-based regulations target the communicative message of the expression and are subject to "strict scrutiny." These restrictions are presumptively unconstitutional and are only permissible if they are narrowly tailored to serve a compelling interest using the least restrictive means. Strict scrutiny is almost always fatal.

In *Reed*, the court found the ordinance unconstitutional because it treated temporary use signs differently depending on whether they were political in nature, related to a qualifying event, or ideological.

So what regulations are still enforceable? A good rule of thumb is that if the ordinance requires an official to read the sign to determine how it is regulated, then the ordinance is likely content-based and presumptively unconstitutional. Regulations that limit a sign's size, location, illumination and lighting, and placement on private property are generally permissible because those regulations can be enforced without reviewing the sign's message.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

STAFF ANALYSIS: Code text amendment changes may be reviewed at any time and are not subject to any annual review requirements. The Office of the MPC typically reviews code amendments updates annually or semi-annually, to accommodate changed or the changing nature of business in our community. The proposed amendments in this report were initially discussed at the June 2022 MPC work sessions. Following the MPC public hearing on July 6, 2022, the Shreveport City Council will review the proposals at a July 26, 2022 and August 9, 2022 public hearing. MPC staff provided notice of the July 6 public hearing through publication in The Shreveport Times on June 17, 2022. No comments have been received to date.

PROPOSED UDC CODE TEXT AMENDMENT(S): Staff is proposing amending the following UDC Articles at this time:

- Amend *Article 9. – Signs*

Amendment 1. **Add the following definitions—"One-Time Event," "Sign Temporary," and "Sign, Yard" to ARTICLE 2. DEFINITIONS AND RULES OF MEASUREMENT, SECTION 2.3 DEFINITION OF GENERAL TERMS.** *These definitions help justify the sign ordinance, especially when it comes to temporary signs, as time, place, and manner of the speech.*

Amendment 2. **Delete sign type "10. Political Signs" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C.** *This amendment deletes political signs as a sign type in the Shreveport UDC.*

Amendment 3. **Add the new sign type "Temporary Sign" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C.** *This amendment codifies temporary sign as a sign type in the Shreveport UDC. No such regulations currently exist..*

ATTACHMENTS: ***See* Exhibit "A" for memorandum describing these amendments in full detail.**

APPROVAL STANDARDS: The purpose of *Section 16.1.E.1* is to provide a uniform means for amending the text of the UDC whenever the public necessity, convenience, general welfare, or appropriate land use practices justify, or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

a. **Promotes the public health, safety, and welfare.**
The proposed text amendments promotes the public health, safety, and welfare.

b. **Promotes the Master Plan and any adopted land use policies.**
The proposed text amendments are consistent with the Master Plan.

c. **Promotes intent of this Code.**
These amendments will simplify current practices, thus promoting the intent of the Code.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

d. Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
The proposed amendments reflect changes in policy.

e. The extent to which the proposed amendment creates nonconformities.
N/A.

STAFF RECOMMENDATION: **Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE these code text amendments is warranted. If approved by City Council, Article 9 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.**

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny the proposed code text amendment;
- Deny specific provisions and/or amendments, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

PUBLIC ASSESSMENT: **There was no support and no opposition.**

MPC BOARD RECOMMENDATION: **The Board voted 6-0 to recommend the application for approval.**

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

FACT SHEET

TITLE
An ordinance to amend Section 10-4 of the Code of Ordinances relative to reports by the chief of police and to include language concerning the powers of the chief of police to make rules and regulations and to otherwise provide with respect thereto.

DATE
August 3, 2022

ORIGINATING DEPARTMENT
Shreveport Police Department

COUNCIL DISTRICT
City-wide

SPONSOR

PURPOSE
To amend Section 10-4 to include powers of the chief of police to make rules and regulations with respect to Chapter 10.

BACKGROUND INFORMATION

TIMETABLE
Introduction: August 9, 2022
Final Passage: August 23, 2022

ATTACHMENTS

SPECIAL PROCEDURAL REQUIREMENTS
NA

FINANCES
NA

SOURCE OF FUNDS
NA

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

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

FACT SHEET PREPARED BY:

ORDINANCE NO. _____ OF 2022

AN ORDINANCE TO AMEND SECTION 10-4 OF THE CODE OF ORDINANCES RELATIVE TO REPORTS BY THE CHIEF OF POLICE AND TO INCLUDE LANGUAGE CONCERNING THE POWERS OF THE CHIEF OF POLICE TO MAKE RULES AND REGULATIONS AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BE IT ORDAINED by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Section 10-4 be hereby amended to add the following language:

****

Sec. 10-4.1 Power of chief of police to make rules and regulations.

In addition to the specific authority granted to the chief of police in this chapter, the chief of police is authorized to make, promulgate and publish reasonable rules and regulations for the purpose of the proper administration and enforcement of the provisions of this chapter, provided that such rules and regulations shall not be inconsistent with the provisions of this chapter or other laws of the city, state and nation, and further provided that any person aggrieved by any such rule or regulation shall have the right to appeal to the council as provided in 10-133.

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET **City of Shreveport**

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	8/18/22	Finance/Administration **SPONSOR OR COUNCIL MEMBER**

PURPOSE

To amend the 2022 General Fund Budget

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

BACKGROUND INFORMATION

To appropriate 2nd tranche of American Rescue Plan dollars funded by a **$1.9 trillion** economic stimulus package.

TIMETABLE

Introduction: **August 23, 2022**

Final Passage: **September 13, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

FINANCES

FINANCES	SOURCE OF FUNDS
$24,120,000	ARP FUNDS

CONCLUSION

FACT SHEET PREPARED BY: Kasey Brown, Interim CFO

ORDINANCE NO. _____ OF 2022

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

BY COUNCILMEMBER:

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

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

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

In Section 1. (Estimated Receipts):
Increase American Rescue Plan by $24,120,000

In Section 2. (Appropriations):

Police
Increase Personal services by $9,410,000

Fire
Increase Personal services by $9,410,000

General Government
Increase Transfer to Capital Projects ARP by $5,300,000

Adjust totals and subtotals accordingly.

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

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

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

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

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

FACT SHEET **CITY OF SHREVEPORT, LOUISIANA**

TITLE	**DATE**	**ORIGINATING DEPARTMENT**
AN ORDINANCE AMENDING THE 2022 CAPITAL PROJECTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	August 18, 2022	SPAR
		COUNCIL DISTRICT
		All
		SPONSOR

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

BACKGROUND INFORMATION
This ordinance will allocate funds from ARP

TIMETABLE	**ATTACHMENT(S)**
Introduction: August 23, 2022 Final Passage: September 13, 2022	

SPECIAL PROCEDURAL REQUIREMENTS
N/A

FINANCES	**SOURCE OF FUNDS**
$5,300,000	ARP

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

RECOMMENDATION
Approval of this ordinance is recommended.

FACT SHEET PREPARED BY: Kasey Brown, Interim CFO

ORDINANCE NO. _____ OF 2022

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

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

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

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

In Program A- Building and Improvements

Establish a project entitled **Ronald McDonald (A22003)** at $800,000. Funding source is $800,000 from ARP.

In Program B- Recreation Improvements

Establish a project entitled **YMCA (B2203)** at $1,500,000. Funding source is $1,500,000 from ARP.

Establish a project entitled **YWCA INDOOR POOL (B2204)** at $1,500,000. Funding source is $1,500,000 from ARP.

Increase project entitled **Cargill Park Ballfield Complex Renovation (B11001)** at $1,500,000. Funding source is $1,500,000 from ARP.

Increase

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

ORDINANCE AND RESOLUTION FACT SHEET **City of Shreveport**

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

PURPOSE

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

All

BACKGROUND INFORMATION

This ordinance appropriates monies provided by the Parish of Caddo to the City of Shreveport - Department of Community Development to support and fund the City of Shreveport's Guaranteed Income Pilot Program.

TIMETABLE

Introduction: **August 23, 2022**

Final Passage: **September 13, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES	SOURCE OF FUNDS
$432,000	Parish of Caddo

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):

Fiscal Year 2022 Funds:	
Increase Shreveport Guaranteed Income Program	$ 432,000
Transfer from Parish of Caddo	
Grand Total	$ 432,000

In Section 2. (Appropriations):

Fiscal Year 2022 Funds:	
Community Development Admin	$ 432,000
Increase Shreveport Guaranteed Income Program	
Grand Total	$ 432,000

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

TITLE
An ordinance to amend Section 38.5-3 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the appointment of Hearing Officers to the City's Environmental Court and to otherwise provide with respect thereto

DATE
August 14, 2022

ORIGINATING DEPARTMENT
City Attorney's Office

COUNCIL DISTRICT
City-wide

SPONSOR

PURPOSE
This ordinance will amend the appointment process by the City Council for Hearing Officer's to the City's Environmental Court, so the process is in compliance with the requirements of the City Charter. It will amend Section 38.5-3(b) of the City of Shreveport, Louisiana Code of Ordinances.

BACKGROUND INFORMATION
Section 38.5-3(b) of the City of Shreveport Code of Ordinances, relative to the appointment of Hearing Officers to the City's Environmental Court, currently provides that: "There shall be two hearing officers appointed for the adjudication of proceedings under this article who shall serve in accordance with a schedule determined and approved by the city attorney. Appointment of hearing officers shall be as follows: Mayoral appointment. There shall be one hearing officer appointed by the mayor subject to approval and confirmation of the city council who shall serve at the pleasure of the mayor. City council appointment. There shall be one hearing officer appointed and confirmed by the city council"

Section 38.5-3(b), relative specifically to the appointment of a Hearing Officer by the City Council, is currently not in compliance with Section 5.02 of the City Charter, which provides in part: "Specifically, but not by way of limitation of the other provisions herein made, the mayor shall: (a) Subject to the provisions of Article 14 of this Charter, appoint all officers and employees of the several departments of the city, except those officers and employees who are to be appointed in some other manner under the provisions of this Charter;…"

TIMETABLE
Introduction: August 23, 2022
Final Passage: September 13, 2022

ATTACHMENTS

SPECIAL PROCEDURAL REQUIREMENTS
NA

FINANCES
NA

SOURCE OF FUNDS
NA

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

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

FACT SHEET PREPARED BY: David Kaplovitz
Assistant City Attorney

ORDINANCE NO. 125 OF 2022

AN ORDINANCE TO AMEND SECTION 38.5-3 OF THE CITY OF SHREVEPORT, LOUISIANA CODE OF ORDINANCES RELATIVE TO THE PROCEDURE FOR THE APPOINTMENT OF HEARING OFFICERS TO THE CITY'S ENVIRONMENTAL COURT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER

WHEREAS, the City of Shreveport Code of Ordinances Section 38.5-3(b), provides for the procedure for the appointment of two Hearing Officers to adjudicate matters brought before the City's Environmental Court, stating that "…There shall be two hearing officers appointed for the adjudication of proceedings under this article who shall serve in accordance with a schedule determined and approved by the city attorney. Appointment of hearing officers shall be as follows: Mayoral appointment. There shall be one hearing officer appointed by the mayor subject to approval and confirmation of the city council who shall serve at the pleasure of the mayor. City council appointment. There shall be one hearing officer appointed and confirmed by the city council…."

WHEREAS, Section 5.02(a) of the Charter of the City of Shreveport of 1978 provides in part "Specifically, but not by way of limitation of the other provisions herein made, the mayor shall: (a) Subject to the provisions of Article 14 of this Charter, appoint all officers and employees of the several departments of the city, except those officers and employees who are to be appointed in some other manner under the provisions of this Charter;…"

WHEREAS, Section 38.5-3(b) of the City of Shreveport Code of Ordinances, relative specifically to the appointment of a Hearing Officer by the City Council, is currently not in compliance with the requirements of the City Charter.

WHEREAS, the City Charter requires all appointments to be made by the Mayor of Shreveport and confirmed by the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, acting in due, legal, and regular session convened, that Section 38.5-3 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

Sec. 38.5-3. - Appointment of hearing officer for city environmental court.

…

(b) There shall be two hearing officers appointed for the adjudication of proceedings under this article who shall serve in accordance with a schedule determined and approved by the city attorney. Appointment of hearing officers shall be by the mayor, subject to confirmation by the city council. The two hearing officers shall serve at the pleasure of the mayor.

…

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF BERT KOUNS INDUSTRIAL LOOP, APPROXIMATELY ONE THOUSAND AND SEVEN HUNDRED FEET EAST OF KINGSTON ROAD, SHREVEPORT, CADDO PARISH, LA., **FROM C-2 CORRIDOR COMMERCIAL ZOING TO C-3 GENERAL COMMERCIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-2 Corridor Commercial Zoning To C-3 General Commercial Zoning District**

LOT 2, SOUTH RIDGE BUSINESS PARK - UNIT 2, SECTION 2, T16N, R14W, CADDO PARISH, LOUISIANA.

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

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

22-141-C
EM BEAUX, LLC

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

AUGUST 3, 2022

AGENDA ITEM NUMBER: 6
MPC Staff Member: Lauren Witt
City Council District: E/Alan Jackson
Parish Commission District: 10/Mario Chavez

CASE NUMBER 22-141-C: ZONING REQUEST
APPLICANT: EMBEAUX LLC
OWNER: PARSONS CARPET SERVICE, INC.
LOCATION: 668 Bert Kouns Industrial Lp. (N. side of Bert Kouns Industrial Lp., approx. 1,660' east of Kingston Rd.)
EXISTING ZONING: C-2
REQUEST: **C-2 to C-3**
PROPOSED USE: **Contractor Office**

DESCRIPTION: The applicant is requesting approval to change the zoning of a 0.63-acre lot from Corridor Commercial (C-2) to General Commercial (C-3) to operate a contractor office at this location. The property to the north and east is zoned R-1-7, to the west is zoned C-2, and on the south side of Bert Kouns Industrial Loop, the zoning is C-3. The zoning of this parcel prior to the UDC was B-2-E, which allowed for a skate park (C-24-98). The applicant is also requesting a Special Use Permit as a part of this development, which will be submitted and reviewed at a future date.

Prior cases for this site include rezoning from R-1D to B-2 for a medical office building, rezoning from B-2 to B-2-E for a skate park, and rezoning from B-2-E to B-2-E for a lawn and pool business with outdoor display (C-2-88; C-24-98; C-13-01). Nearby relevant cases include the following approved zoning requests: R-3 to B-2-E for building supply/warehouse facility, B-2 to B-3 for carwash and boat, RV and trailer parking, B-2-E to B-2-E for truck rental storage, mini warehouse, outside storage of RVs and boats, B-2 to B-3 for automotive repair, R-3 and B-2 to B-2-E for indoor storage, mini warehouses, residence and outdoor storage of RVs and boats, R-3 to B-2-E for auto paint and bodywork shop, B-2-E to B-3 for retail, office, showroom and warehouse, C-2 to C-4 for wholesale establishment (C-66-97; C-5-99; C-84-06; C-19-06; C-99-03;C-20-95; C-11-15; 19-444-C).

Nearby neighborhoods include: Brookwood, Hyde Park, Southern Hills, Suburban Acres, and Wallace Lake Heights.

REMARKS: The applicant is requesting for the property to be rezoned from C-2 to C-3 to utilize the existing 6,000 sq. ft. office and warehouse to operate a contractor office that specifically assists with water, fire, mold and storm damage to residential dwellings. This use requires a Special Use Permit in the C-3 zoning district.

As stated in Article 4.3 of the Unified Development Code (UDC), C-3 is defined as *"The purpose of the C-3 General Commercial Zoning District is to accommodate regional commercial centers. The C-3 District provides for medium- and large-scale development that may generate a sizeable amount of traffic and typically requires significant off-street parking. Higher density residential uses are also*

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

allowed to facilitate mixed-use development where appropriate.." The permitted by right uses in C-3 zoning district include Agriculture, Amusement Facility – Indoor, Animal Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Body Modification Establishment, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Business Support Services, Car Wash, Commercial Facility For Pop-Up Use, Community Center, Community Garden, Cultural Facility, Day Care Center, Drive-Through Facility, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary , Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Funeral Home, Furniture, Furnishings and Equipment Sales, Gas Station, Government Office, Healthcare Institution, Hotel, Industrial Services, Live Performance Venue, Lodge/Meeting Hall, Medical/Dental Office, Office, Outdoor Dining, Parking Lot (Principal Use), Parking Structure (Principal Use), Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Reception Facility, Residential, Care Facility, Restaurant , Retail Sales of Alcohol-Beer/Wine, Retail Goods Establishment , Self-Service Ice Vending Unit, Self-Storage Facility: Climate-Controlled, Soup Kitchen, Soup Kitchen, Accessory, Specialty Food Service, Vehicle Dealership – Enclosed, Vehicle, Dealership – With Outdoor Storage/Display, Vehicle Rental – Enclosed , Vehicle Repair/Service – Minor , Wireless, Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications , Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

The subject parcel is adjacent to property zoned R-1-7 to the north and east, however this parcel is undeveloped and appears to be utilized for overhead utility lines which run northwest directly through the entire property. Directly to the west is C-2 zoning, which includes a chiropractor's office, and the property on the south side of Bert Kouns, which is zoned C-3 is currently undeveloped. It is important to note that there are currently four other properties with frontage on Bert Kouns between the subject parcel and Kingston Road which are already zoned C-3 or C-4. Additionally, the land from Brush Bayou to Stevens and Box Roads (just before I-49), is consistently zoned C-3. As such, this area is primarily commercial, and the applicant's request of C-3 zoning is consistent with the surrounding zoning.

Based on aerial imagery of the surround area, the uses currently established on the north and south sides of Bert Kouns Industrial Loop west of the site to Kingston Road generally include offices, self storage, collision repair, commercial warehouses, and auto parts stores. While the land directly north, east and south of the property are undeveloped, the uses to the east (south of Bert Kouns) include a sewing center, animal hospital, and multi-tenant commercial building. The proposed use appears to be consistent with the surrounding uses, however it is important to note that the use and development proposal itself will be reviewed in further detail through the Special Use Permit.

The proposed zoning designation is consistent with the Future Land Use Map of the 2030 Great Expectations Master Plan, as the future land use of this parcel is designated as General Commercial, and the proposed zoning district is General Commercial.

A neighborhood participation meeting was not required for this zoning request.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

STAFF ASSESSMENT:

Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Corridor Commercial (C-2) to General Commercial (C-3) is warranted.

Alternately, based on of information provided at the public hearing the MPC may:

a. Deny the requested zoning,
b. Approve a zoning district other than what is requested.

PUBLIC ASSESSMENT: One person spoke in support. There was no opposition.

MPC BOARD RECOMMENDATION: The board voted 7-0 to recommend the application for approval.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

PROPOSED

ZONING CHANGE

CALL

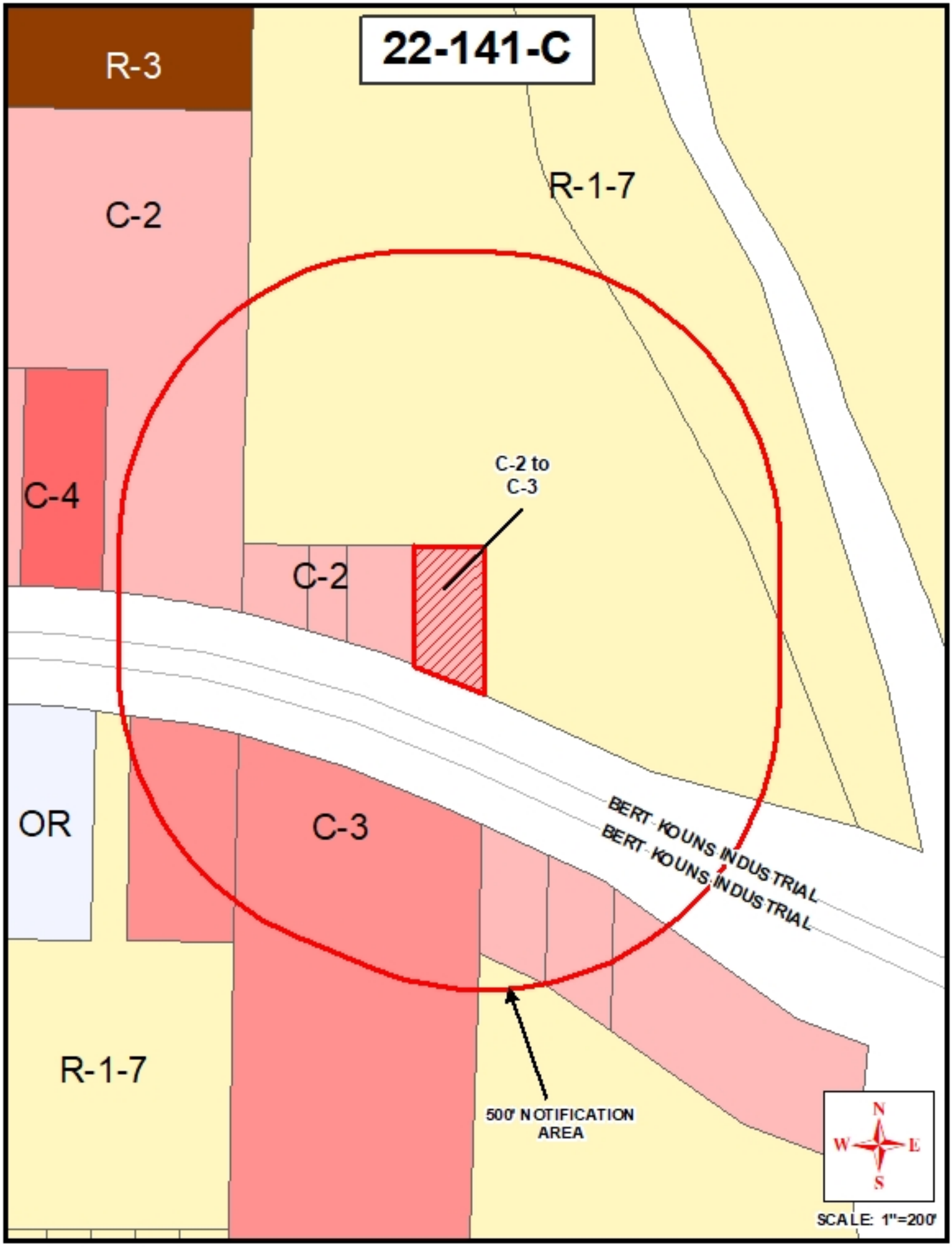
673-6480

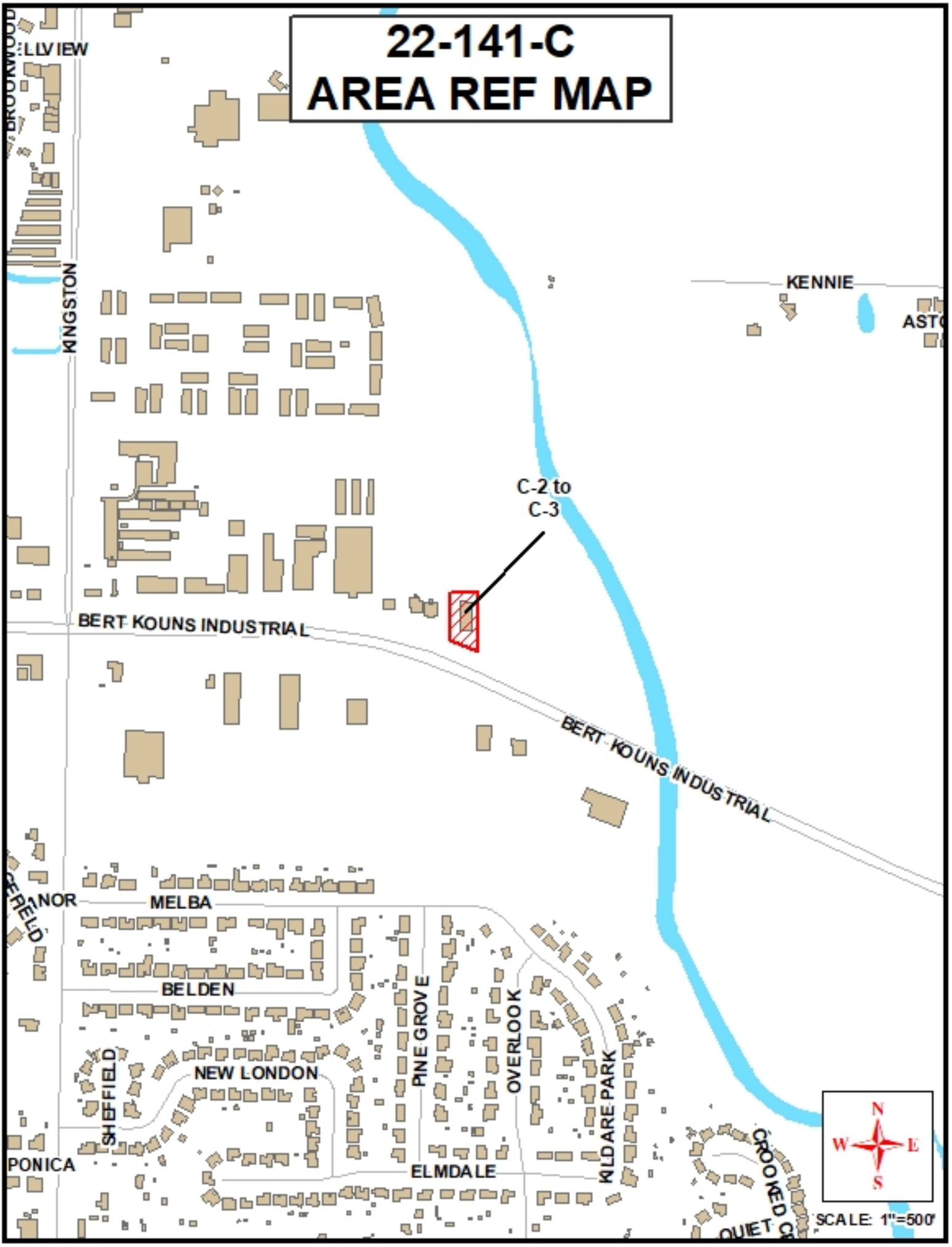
METROPOLITAN PLANNING COMMISSION

07/26/22 10:12 AM


SecurCare
SELF STORAGE
TOTAL CHANGES
07/26/22 10:12 AM


07/26/22 10:12 AM


22-141-C
R-3
C-2
R-1-7
C-4
C-2 to
C-3
C-2
OR
C-3
BERT KOUNS INDUSTRIAL
BERT KOUNS INDUSTRIAL
R-1-7
500' NOTIFICATION
AREA
N
W
E
S
SCALE: 1"=200'


22-141-C
AREA REF MAP
KINGSTON
KENNIE
C-2 to
C-3
BERT KOUNS INDUSTRIAL
BERT KOUNS INDUSTRIAL
MELBA
BELDEN
NEW LONDON
SHEFFIELD
PINE GROVE
OVERLOOK
KILDARE PARK
ELMDALE
N
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E
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SCALE: 1"=500'

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

Land Development
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY

Date:_____ Planner:_____ Case No:_____ Application Fee: _____

1. PROPERTY INFORMATION

Project Name: MSC Supply	***Associated Case:***
Project Address/Location: 668 Bert Kouns Industrial Loop Shreveport, LA 71118	

Current Zoning District:	***Proposed Zoning District (if applicable):***	***Parcel Number(s):***
C-2	C-3	

2. CASE TYPE

- ☑ Zoning Map Amendment (Rezoning)
- ☑ Special Use Permit
- ☐ Preliminary & Final Plat (7 or more lots)
- ☐ Final Plat (Less than 7 lots)
- ☐ Re-Plat
- ☐ Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan
- ☐ PUD Site Plan (Administrative)
- ☐ Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan
- ☐ Public Right-of-Way Closure and Abandonment
- ☐ Site Plan Approval
- ☐ Site Plan Revision
- ☐ Site Plan Modification
- ☐ Other:_____

3. PARCEL DESCRIPTION

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)

4. GENERAL LOCATION OF PROPERTY

(street address and/or frontage, and distance to cross street)

On West Bert Kouns approaching the intersection of Kingston rd. and W. Bert Kouns.

5. PROPOSED USE OF THE PROPERTY

☐ Single-Family Residential ☐ Multi-Family Residential ☐ Mixed-Use ☐ Townhouse Residential ☐ Duplex Residential ☑ Commercial ☐ Industrial

Provide a brief explanation, attach additional sheets, if necessary

We will be operating a contracting office out of this space. We are a contracting company that deals with homeowners that have suffered water, fire, mold, and storm damage to thier homes.

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UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): C-2	*Proposed Zoning District(s):* C-3	*Proposed Building Use(s):* Office/ Warehouse	
If more than one district, provide the acreage of each:		*Existing Building(s) sq. ft. gross:* 6000	
Special Purpose Overlay District (if applicable):		*Proposed Building(s) sq. ft. gross:*	
Total Site Acres:		*Total sq. ft. gross (existing & proposed):* 6000	
Off-Street Parking Required:		*Proposed height of building(s):*	*Number of stories:* 1
Off-Street Parking Provided: Yes		*Ceiling height of First Floor:* 10 ft	

8. DIMENSIONAL STANDARDS	
Lot Area (square footage):	*Lot Coverage (Total Area in square feet):*
Lot Coverage Percentage of Total Lot Area:	

9. STORMWATER INFORMATION			
Existing Impervious Surface:	*acres/square feet*	*Hazard Flood Area*	☐ *Yes* ☐ *No*
Proposed Impervious Surface:	*acres/square feet*	*Red River*	☐ *Yes* ☐ *No*
Cross Lake Watershed	☐ *Yes* ☐ *No*	*Wetlands*	☐ *Yes* ☐ *No*

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UDC DEVELOPMENT APPLICATION

10. CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: _ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

APPLICANT CONTACT INFORMATION: Check if Primary Contact ☐
Name: Brad Brossette Company: EmBeaux llc
E-mail: bbrossette@puroclean.com Phone: 318-286-1495 Fax:
Address: 9710 Paxton Rd Ste E City: Shreveport State: LA Zip: 71106

ARCHITECT CONTACT INFORMATION: Check if Primary Contact ☐
Name: Company:
E-mail: Phone: Fax:
Address: City: State: Zip:

ENGINEER CONTACT INFORMATION: Check if Primary Contact ☐
Name: Company:
E-mail: Phone: Fax:
Address: City: State: Zip:

CURRENT PROPERTY OWNER CONTACT INFORMATION: Check if Primary Contact ☐
Name: Johanna Parsons & Robert Parsons Company:
E-mail: jkop007@gmail.com Phone: 318-751-2515 Fax:
Address: 7419 Ohio St. #3A City: Little Rock State: AR Zip: 72207
* Designee Contact Name: Thomas Carmody Email Address: tgcarmodyjr@comcast.net Phone Number: 318-470-5471

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:
____ I will represent the application myself; OR ____ I hereby designate _____ *(name of project representative)* to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:
I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Johanna O. Parsons	5/27/22	Brad Brossette	5/26/22
Property Owner Signature	Date	Applicant Signature	Date



List

Real Estate Parcels

161402016000200

Show Detailed Report

Parcel ID

161402016000200

RPID

15727

Owner

PARSONS CARPET SERVICE, INC.

Calculated GIS Area

0.6225 *acres*
27,117.0654 *sq feet*
0.001 *sq miles*
2,519.2603 *sq meters*
0.0025 *sq kilometers*

Selection

draft

SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING AUGUST 3, 2022

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, August 3, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

Members Present
Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rose Wilson McCulloch
Fred Moss, IV
Harold Sater
Bill Robertson

Staff Present
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Manager
Shari Culbert, Executive Assistant
Manushka Desgage, City Attorney's Office
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Ben Koby

Members Absent
Rachel Jackson
Toni Thibeaux

The hearing was opened with prayer by **MR. ANDREWS .** The Pledge of Allegiance was led by **MR. MOSS**

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH, to approve the minutes of the July 6, 2022 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH, Nays: NONE. Absent: JACKSON & THIBEAUX

CONSENT AGENDA

PUBLIC HEARING

CASE NO. 22-141-C ZONING REQUEST

Applicant:	**EmBeaux, LLC**
Owner:	**Parsons Carpet Service, Inc.**
Location:	668 Bert Kouns Industrial
Existing Zoning:	**C-2**
Request:	**C-3**
Proposed Use:	Contractor Office

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

Representative &/or support:
Charles Bradford Brossette 810 Linwood Ave. Stonewall, La. 71078
Mr. Brossette spoke of the proposed use of the property.

Opposition: None

A motion was made by MR. MOSS, seconded by MR. ROBERTSON to recommend the application for approval.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

END OF PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS
A motion was made by MRS. MCCULLOCH, seconded by MR. ROBERTSON to draw lots.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

Board member lots were drawn as follows: Balderas - 5 years, Elberson – 5 years, & Moss - 4 years; all effective as of today.

OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

CHAIR/BOARD MEMBER'S COMMENTS

ADJOURN 4:13 p.m.

Winzer Andrews, Chair **Secretary**

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

CC3825 **NOTICE TO THE PUBLIC** **Control # 22173**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, August 3, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Code & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-141-C ZONING REQUEST: 668 Bert Kouns Industrial Loop. Application by EMBEAUX, LLC for approval to rezone property located on the north side of Bert Kouns Industrial Loop, approx. 1,700' east of Kingston Rd., from C-2, Corridor Commercial Zoning District to C-3, General Commercial Zoning District, being more particularly described as LOT 2, SOUTH RIDGE BUSINESS PARK - UNIT 2, SECTION 2, T16N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED WEST SIDE OF SAMFORD AVENUE BETWEEN JENNINGS STREET AND WOOODROW STREET, SHREVEPORT, CADDO PARISH, LOUISIANA, **FROM R-2 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT TO IC INSTRUCTIONAL CAMPUS ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-2 Multi-Family Residential Zoning District To IC Instructional Campus Zoning District**

LOT 19, THE EAST 15 FT. OF LOT 18 & THE WEST 1/2 OF LOT 20, SAMFORD PLACE ADDITION; E. 25 FT OF LOT 17, & W. 25 FT OF LOT 18, SAMFORD PLACE SUB; E. 35 FT. OF LOT 16 & W. 15 FT. OF LOT 17, SAMFORD PLACE ADDITION; LOT 15 & W. 5 FT. OF LOT 16, SAMFORD PLACE ADDITION; LOT 14, SAMFORD PLACE SUB.; LOTS 38 & 39, SAMFORD PLACE ADDN; LOT 37, SAMFORD PLACE ADDN.; LOT 36 & W/2 OF LOT 35, SAMFORD PLACE ADDN.; E/2 OF LOT 35 & W. 30 FT. OF LOT 34, SAMFORD PLACE ADDN.; SECTION 12, T17N, R14W, CADDO PARISH, LOUISIANA.

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

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

22-144-C
RAILEY AND ASSOCIATES, INC.

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STAFF REPORT – CITY OF SHREVEPORT

AUGUST 3, 2022

AGENDA ITEM NUMBER: 7
MPC Staff Member: Benjamin Koby
City Council District: B/ LeVette Fuller
Parish Commission District: 5/Roy Burrell

CASE NUMBER 22-144-C: ZONING REQUEST
APPLICANT: RALEY AND ASSOCIATES, INC.
OWNER: LSU Health Sciences Foundation
LOCATION: 3200 Block Samford Ave
EXISTING ZONING: R-2
REQUEST: **I-C**
PROPOSED USE: **Parking Lot**

DESCRIPTION: The applicant is applying to rezone the Multifamily Residentially (R-2) zoned properties on the 3200 block of Samford Ave to Institutional Campus (I-C) for the purpose of creating a parking lot to serve the LSU Medical Center. The properties to the North, East, and West are zoned IC. The properties to the south are zoned R-2.

There are no previous cases associated with these parcels. There is a currently ongoing closure and abandonment case to close the alley in the block. Nearby relevant cases include: an approved rezoning from R-2 to IC for an existing parking lot (19-386-C), rezoning approval from R-2 to B-1, Buffer Business District, for the LSU Medical Center (C-48-87); rezoning approval from R-1-D, Urban One Family Residence District, to B-1 for the Shrine Hospital for Crippled Children parking lot (C-85-87); and the rezoning approval for various residential lots to B-1 (C-14-09).

Nearby neighborhoods include: Caddo Heights, Fairfield, Highland, Ingleside, Queensborough, South Highland, and St. Vincent.

REMARKS:

As stated in Article 4.6 of the Unified Development Code (UDC), IC is defined as *"The IC Institutional Campus Zoning District is intended to accommodate large institutional uses, such as universities, select vocational educational facilities, and healthcare institutions, to allow for their expansion in a planned manner while protecting the surrounding neighborhoods".* The permitted by right uses in IC zoning district include *Agriculture, Amusement Facility - Indoor, Art Gallery, Arts Studio, Automated Teller Machine - Standalone, Broadcasting Facility TV/Radio - With Antennae, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the Ground Floor, Financial Institution, Food Truck and Trailer Vendor, Fraternity/Sorority, Government Office, Healthcare Institution, Hotel, Live Performance Venue, Medical/Dental Office, Office, Parking Lot (Principal Use), Parking Structure (Principal Use), Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Public Works Facility, Research and Development, Residential Care Facility, Restaurant , Retail Goods Establishment , Self-Service Ice Vending Unit,*

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

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STAFF REPORT – CITY OF SHREVEPORT

Self-Storage Facility: Climate-Controlled, Shelter Housing, Social Service Center, Solar Farm , Soup Kitchen, Soup Kitchen, Accessory, Utility, Vehicle Operation Facility, Vehicle Rental – Enclosed , Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications , Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

The IC district is designed for large institutional uses. The LSU Health campus to the northwest of the proposed rezoning is zoned IC and is proposing to expand its parking to accommodate the growth that the facility is experiencing. Included in the health campus are: Ochsner Medical Health Center and Shriner's Children Hospital.

Rezoning this residentially zoned area to IC is in-line with the current trajectory of the area. There was a rezoning case (19-386-C) on the same block as this case that was approved by the MPC Board to rezone from R-2 to IC. This block has been slowly shifting away from residential towards Institutional Campus.

The Future land use map identifies this area as a Major Mixed-Use Center.

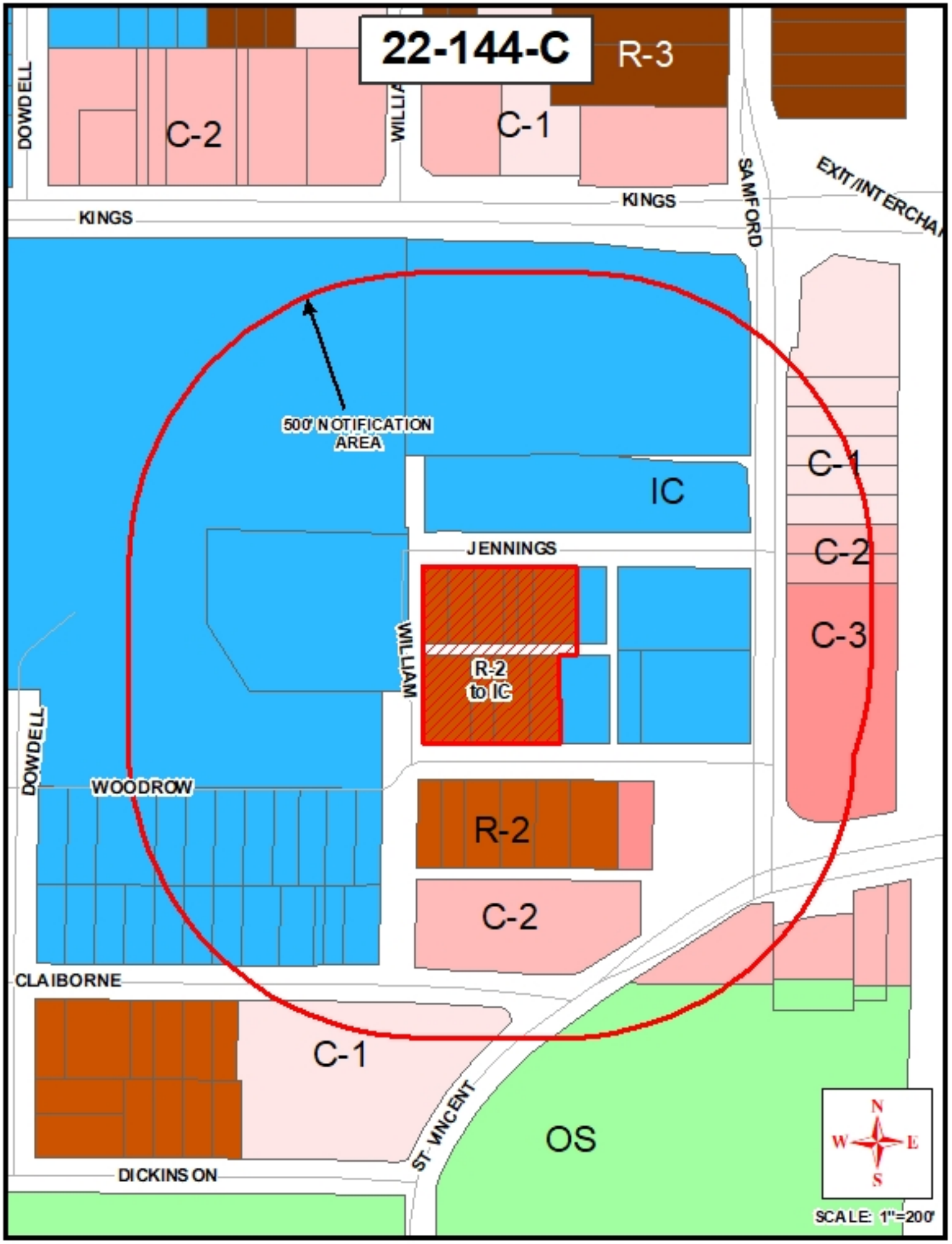
Per UDC requirements, the applicant hosted a neighborhood participation meeting on July 5th, 2022, at 5:30 pm at the proposed rezoning site (Near the corner of Jennings and Samford). No one attended the meeting and no letters of opposition or support have been received.

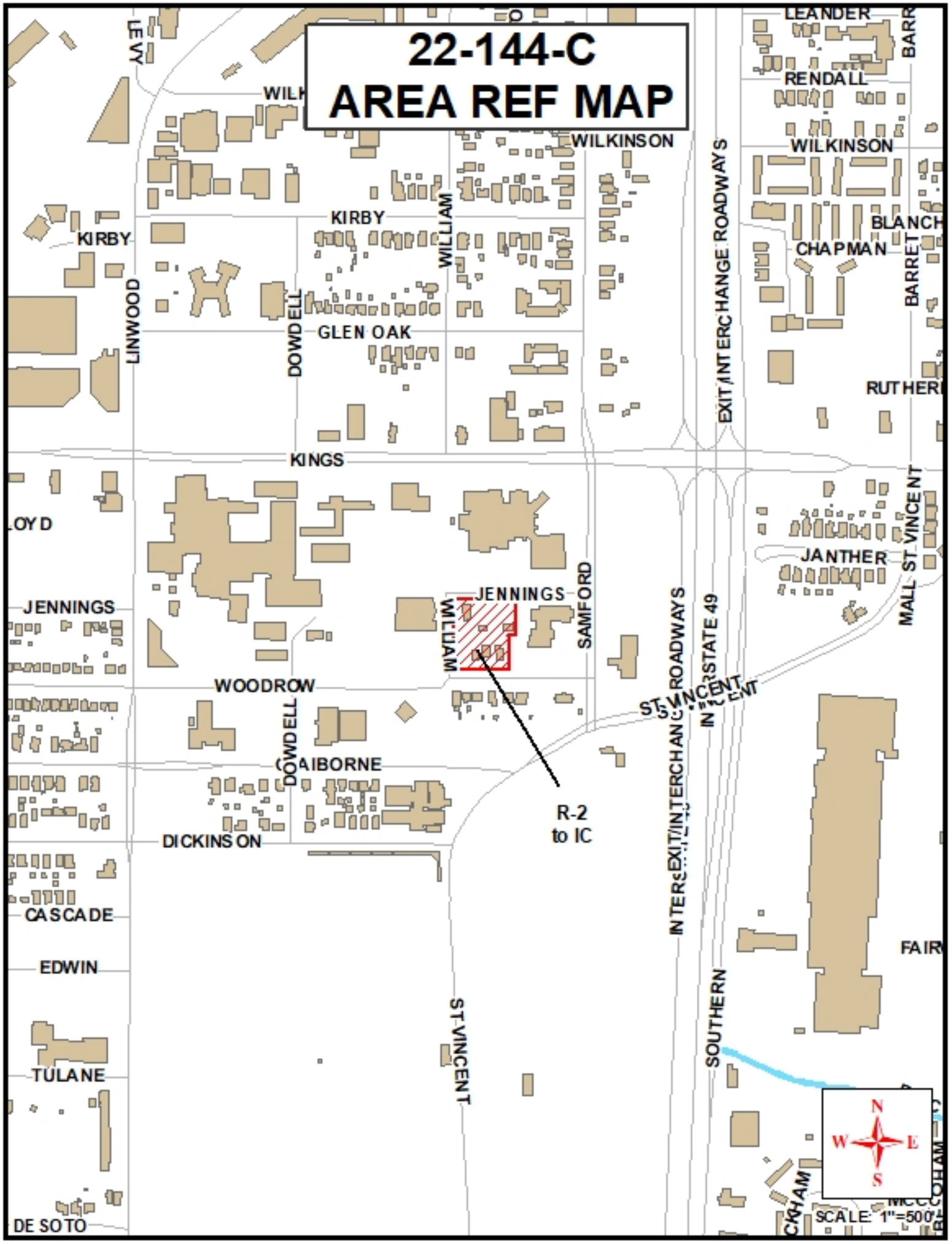
STAFF ASSESSMENT: **Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of the rezoning is warranted.**

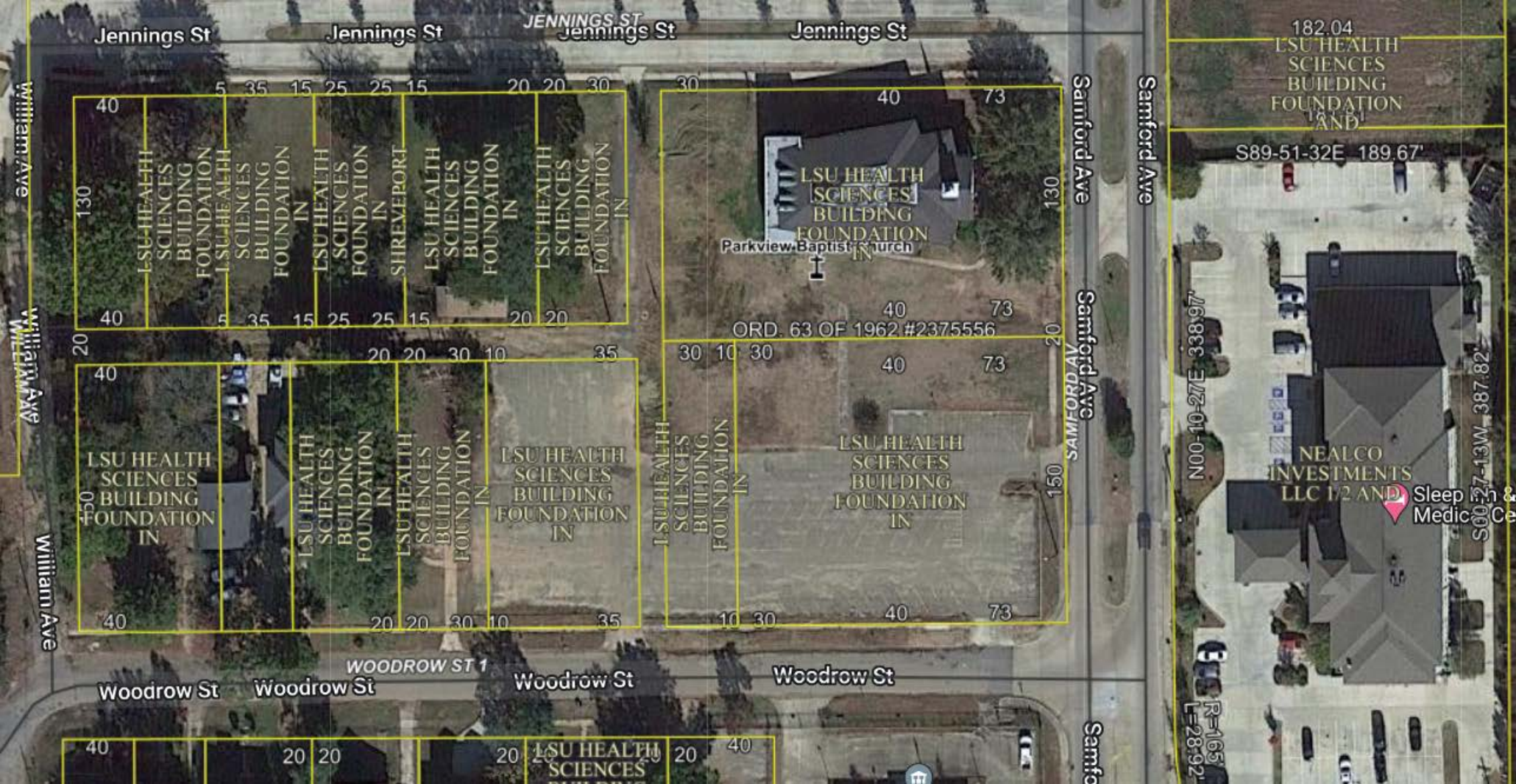
PUBLIC ASSESSMENT: One person spoke in support. There was no opposition.

MPC BOARD RECOMMENDATION: The board voted 7/0 to recommend the application for approval.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.


22-144-C
R-3
C-2
C-1
DOWDELL
KINGS
KINGS
SAMFORD
EXIT/INTERCHA
500' NOTIFICATION AREA
IC
C-1
C-2
C-3
JENNINGS
WILLIAM
R-2 to IC
DOWDELL
WOODROW
R-2
C-2
CLAIBORNE
C-1
ST VINCENT
OS
DICKINSON
N
W
E
S
SCALE: 1"=200'


22-144-C
AREA REF MAP
LEANDER
RENDALL
WILKINSON
KIRBY
WILLIAM
BLANCH
CHAPMAN
BARRET
LINWOOD
DOWDELL
GLEN OAK
EXIT/INTERCHANGE ROADWAYS
KINGS
JANTHER
MALL ST VINCENT
JENNINGS
SAMFORD
WOODROW
CLAIBORNE
DICKINSON
R-2
to IC
CASCADE
EDWIN
TULANE
DE SOTO
ST VINCENT
SOUTHERN
INTERSTATE 49
N
W
E
S
SCALE: 1"=500'


Jennings St
Jennings St
JENNINGS ST
Jennings St
Jennings St
William Ave
William Ave
William Ave
Samford Ave
Samford Ave
Samford Ave
182.04
LSU HEALTH SCIENCES BUILDING FOUNDATION AND
S89-51-32E 189.67'
LSU HEALTH SCIENCES BUILDING FOUNDATION IN
LSU HEALTH SCIENCES BUILDING FOUNDATION IN SHREVEPORT
Parkview Baptist Church
ORD. 63 OF 1962 #2375556
NEALCO INVESTMENTS LLC 1/2 AND
N00-10-27E 388.97'
S00-27-13W 387.82'
R=165'
L=28.92'
WOODROW ST 1
Woodrow St
Woodrow St
Woodrow St
Woodrow St

OWNER	STREET AD	CITY	STATE	ZIP
Rasberry C	800 Spring	Shreveport	La	71101
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	Po Box 33	Shreveport	La	71130-3932
Posey, Mai	2014 Bedf	Bossier Cit	La	71111-5500
System Pai	719 South	Louisville	Ky	40202
Louisiana,	Po Box 94	Baton Rou	La	70804-9095
Forest Parl	2650 Nortl	Harrisburg	Pa	17110
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana,	Po Box 94	Baton Rou	La	70804-9095
Board Of S	P. O. Box J	Baton Rou	La	70893
Shriners H	3100 Samf	Shreveport	La	71103-4239
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Louisiana S	P. O. Box 1	Baton Rou	La	70893-5470
Bridges, Al	1345 Woo	Shreveport	La	71103-4247
Louisiana S	P. O. Box 1	Baton Rou	La	70893-5470
Lsu Health	920 Pierre	Shreveport	La	71106
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana,	Po Box 94	Baton Rou	La	70804-9095
Louisiana S	1501 Kings	Shrevepor	La	71103-4228
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Shriners H	3100 Samf	Shreveport	La	71103-4239
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Lsu Health	920 Pierre	Shreveport	La	71106
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Lsu Health	920 Pierre	Shreveport	La	71106
Lsu Health	920 Pierre	Shreveport	La	71106
M. J. Inves	832 Elmwc	Shreveport	La	71104-4802
Smith, Bet	C/O Gwen	Shreveport	La	71148
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Magnolia M	1411 Claib	Shreveport	La	71103-4203
Lsu Health	920 Pierre	Shreveport	La	71106
Board Of S	P. O. Box J	Baton Rou	La	70893
Lsu Health	920 Pierre	Shreveport	La	71106
Lsu Health	920 Pierre	Shreveport	La	71106
Shriners H	3100 Samf	Shreveport	La	71103-4239
Board Of S	P. O. Box J	Baton Rou	La	70893
Forest Parl	2650 Nortl	Harrisburg	Pa	17110
Lsu Health	920 Pierre	Shreveport	La	71106
Nealco Inv	308 Bridge	Bossier Cit	La	71111

Louisiana, !	Po Box 94(	Baton Rou	La	70804-9095
Shriners H(	3100 Samf	Shreveport	La	71103-4239
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana, !	Po Box 94(	Baton Rou	La	70804-9095
Walter Joh	505 Travis	Shreveport	La	71101

RALEY AND ASSOCIATES, INC.
Civil & Structural Engineering, Surveying, Planning & Consulting
4913 Shed Road, Bossier City, LA 71111 · Phone 318-752-9023 · Fax 318-752-9025

June 21, 2022

Re: Proposed LSU – Health Science Foundation Parking Lot

Dear Neighbor,

Our client, LSU Health Science Foundation in Shreveport, owns the entire block that is bordered on the East by Samford Ave., on the North by Jennings St., on the south by Woodrow St. and on the West by William St. We are proposing a 370-space parking lot over the entire block. The proposed parking lot will consist of concrete paving and underground drainage with lighting and landscaping and will have gated ingress/egress on both Jennings and Woodrow Streets. The proposed parking lot will serve the staff and students of the LSU medical school and will be used primarily from 7:00 AM to 5:30 PM Monday through Friday. We anticipate limited use after 5:30 PM and on weekends.

Because you're a nearby neighbor, interested in the neighborhood, I'm inviting you to our meeting where you can learn more about what we proposed and present your questions or concerns. Our application is to be heard by the Shreveport MPC in early August and we're required to have a Neighborhood Participation Meeting prior to our hearing date.

The Neighborhood Participation Meeting will take place:

On-site, near the corner of Samford Ave. & Jennings St. - Tuesday, July 5 at 5:30 PM

At the meeting we will provide a sign in sheet and obtain e-mail address so the Shreveport MPC can keep you updated if there are any changes to the project. If you're unable to attend and would like to receive information from the meeting, feel free to contact me.

Sincerely,

Reggie D. Lewis. P.E., P.L.S.
Raley and Associates, Inc.
(Representing the LSU Health Science Foundation in Shreveport)

RE: 22-144-C_ LSU Health rezoning

reggie@raleyandassociates.com
To Benjamin Koby
Cc Alice Correa

You replied to this message on 6/20/2022 3:24 PM.

Reply | Reply All | Forward

Mon 6/20/2022 1:58 PM

Ben,

1. **By this email, we are asking for an IC zoning of the entire tract.**
2. **Please advise, where on the MGO website can the "Ownership Certificate" can be found? We have searched, but are unable to locate it. We will get the owner to sign same as soon as we have one in hand.**

Thank you,

Reggie D. Lewis, P.E., P.L.S.
Professional Engineer
Professional Land Surveyor

Raley and Associates, Inc.
4913 Shed Rd.
Bossier City, LA.
Ph. (318) 752-9023
Fax (318) 752-9025
www.raleyandassociates.com

draft

SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING AUGUST 3, 2022

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, August 3, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

Members Present
Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rose Wilson McCulloch
Fred Moss, IV
Harold Sater
Bill Robertson

Staff Present
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Manager
Shari Culbert, Executive Assistant
Manushka Desgage, City Attorney's Office
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Ben Koby

Members Absent
Rachel Jackson
Toni Thibeaux

The hearing was opened with prayer by **MR. ANDREWS .** The Pledge of Allegiance was led by **MR. MOSS**

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH, to approve the minutes of the July 6, 2022 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH, Nays: NONE. Absent: JACKSON & THIBEAUX

CONSENT AGENDA

PUBLIC HEARING

CASE NO. 22-144-C ZONING REQUEST

Applicant:	**Raley and Associates, Inc.**
Owner:	**LSU Health Sciences Foundation**
Location:	3200 Samford St.
Existing Zoning:	**R-2**
Request:	**I-C**
Proposed Use:	Parking Lot

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

Representative &/or support:
Reggie Lewis 4913 Shed Road Bossier City, La. 71111
Mr. Lewis, representative of the applicant, spoke of the proposed use of the property.

Opposition: None

A motion was made by MR. ROBERTSON, seconded by MR. MOSS to recommend the application for approval.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

END OF PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS
A motion was made by MRS. MCCULLOCH, seconded by MR. ROBERTSON to draw lots.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

Board member lots were drawn as follows: Balderas - 5 years, Elberson – 5 years, & Moss - 4 years; all effective as of today.

OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

CHAIR/BOARD MEMBER'S COMMENTS

ADJOURN 4:13 p.m.

Winzer Andrews, Chair **Secretary**

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

CC3825 **NOTICE TO THE PUBLIC** **Control # 22173**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, August 3, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Code & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-144-C ZONING REQUEST: 3200 Samford St. Application by LSU HEALTH SCIENCES FOUNDATION for approval to rezone property located on the west side of Samford Ave., between Jennings St., and Woodrow St., from R-2, Multi-Family Residential to IC, Institutional Campus, being more particularly described as LOT 19, THE EAST 15 FT. OF LOT 18 & THE WEST 1/2 OF LOT 20, SAMFORD PLACE ADDITION; E. 25 FT OF LOT 17, & W. 25 FT OF LOT 18, SAMFORD PLACE SUB; E. 35 FT. OF LOT 16 & W. 15 FT. OF LOT 17, SAMFORD PLACE ADDITION; LOT 15 & W. 5 FT. OF LOT 16, SAMFORD PLACE ADDITION; LOT 14, SAMFORD PLACE SUB.; LOTS 38 & 39, SAMFORD PLACE ADDN; LOT 37, SAMFORD PLACE ADDN.; LOT 36 & W/2 OF LOT 35, SAMFORD PLACE ADDN.; E/2 OF LOT 35 & W. 30 FT. OF LOT 34, SAMFORD PLACE ADDN.; SECTION 12, T17N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED EAST SIDE OF WALLACE LAKE ROAD, APPROXIMATLEY 100 FEET SOUTH OF TOOKE DRIVE, SHREVEPORT, CADDO PARISH, LOUISIANA, **FROM R-1-7 SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-7 Single Family Residential District To C-1 Neighborhood Commercial Zoning District.**

LOT 2, BLOCK 7, FORBING ANNEX HOMESITES, UNIT NO.1, SECTION 7, T16N, R13W, CADDO PARISH, LOUISIANA.

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

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

22-145-C
WIMWAL, LLC

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

AUGUST 3, 2022

AGENDA ITEM NUMBER: 8
MPC Staff Member: Alice Correa
City Council District: E/Alan Jackson
Parish Commission District: 10/Mario Chavez

CASE NUMBER 22-145-C: ZONING REQUEST

APPLICANT: WIMWAL, LLC
OWNER: Wimwal, LLC
LOCATION: 9300 blk Wallace Lake Rd. (East side of Wallace Lake Rd., approx. 100' south of Tooke Dr.)
EXISTING ZONING: R-1-7
REQUEST: **R-1-7 to C-1**
PROPOSED USE: **Office**

DESCRIPTION: The applicant is requesting approval to change the zoning of a 0.52-acre property from Single -family Residential (R-1-7) to Neighborhood Commercial (C-1) for an office building. The adjacent property to the north is zoned C-1; adjacent to the east and south are zoned R-1-7; and across Wallace Lake Rd is also zoned R-1-7. The adjacent R-1-7 property to the south is Kingdom Hall of Jehovah's Witnesses.

There are no prior cases for this site. Nearby relevant cases include: approval of rezoning to Corridor Commercial (C-2) for a restaurant with outdoor dining (C-43-18); approvals of rezoning to Business Park (B-2-A; OR under the UDC) for office/warehouse and floor covering sales (C-7-97, C-87-14); rezoning to B-2-A and Community Business (B-3; C-3 under the UDC) for office/commercial, light manufacturing, storage & distribution (C-38-96); approval of rezoning to Buffer Business (B-2; C-2 under the UDC) for a beauty shop (C-54-16); and approval of rezoning to B-3 for general retail and auto sales (C-38-99).

Nearby neighborhoods include: East Ridge, Huckleberry Ridge, Suburban Acres, and Wallace Lake Heights.

REMARKS: As stated in Article 4.3 of the Unified Development Code (UDC), C-1 is defined as *"The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in character of the surrounding residential neighborhood. Residential dwelling units are allowed above the ground floor."* The permitted by right uses in C-1 zoning district include *Agriculture, Amusement Facility – Indoor, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Bus Transfer Station, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary, Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Government Office, Lodge/Meeting Hall, Medical/Dental Office, Office, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant, Retail Goods Establishment, Soup Kitchen, Soup Kitchen - Accessory,*

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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STAFF REPORT – CITY OF SHREVEPORT

Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications (Eligible Facility), Temporary Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in character of the surrounding residential neighborhood. It also is intended to serve as a transitional or buffer area between residential uses and heavier commercial and industrial uses. The subject property is a vacant lot at the edge of a commercial and office research area surrounding the Wallace Lake Road and E Bert Kouns Industrial Loop intersection. Existing businesses in the area include offices, a home improvement store, a shipping company, self-storage facility, heavy retail, a restaurant, personal services establishment, and small retail. The heavier uses are further to the north, buffered by office uses between them and the residential zoning to the south. The subject property is in this office area buffer. Thus, the proposed zoning and use would be compatible to the existing zoning and uses of area.

The Shreveport-Caddo 2030 Master Plan Future Land Use map shows the property at the edge of Residential Low development near a General Commercial and Industrial area. Although this specific property is in the Residential Low area, its frontage on Wallace Lake Road and adjacency to non-residential uses would feasibly preclude this property from being developed as a residence. While the proposed C-1 zoning does not directly align with the vision of the Master Plan, approval of the request would only infill an existing non-residential corridor; it would not expand the corridor further.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on July 13, 2022 at 6:00PM. The meeting was only attended by the applicants. Therefore, there was no opposition stated at the meeting.

STAFF ASSESSMENT:

Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Single -family Residential (R-1-7) to Neighborhood Commercial (C-1) is warranted.

Alternately, based on of information provided at the public hearing the MPC may:

a. Deny the requested zoning.
b. Approve rezoning to a zoning district other than what is requested.

PUBLIC ASSESSMENT: One person spoke in support. There was no opposition.

MPC BOARD

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

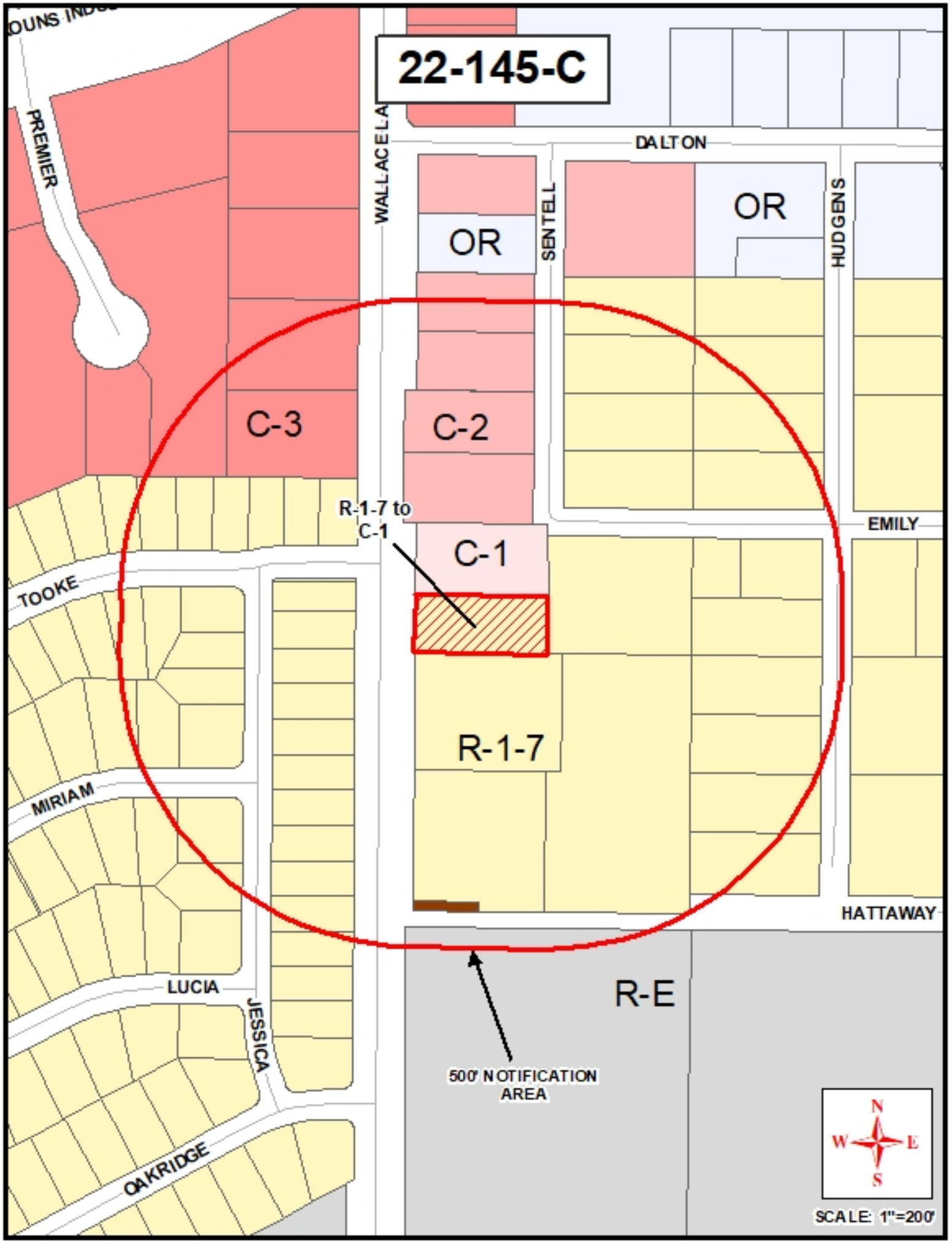
City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

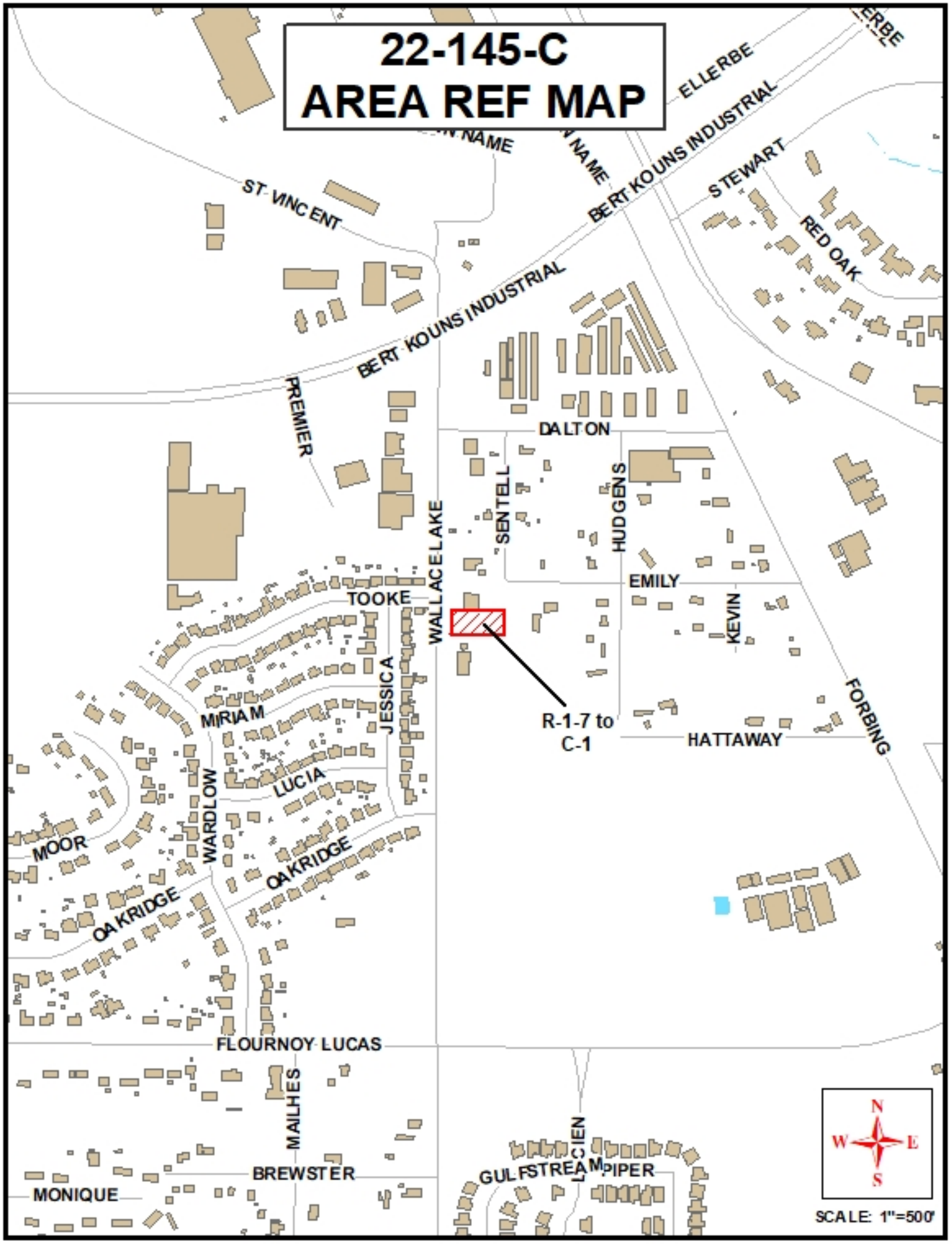
505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

STAFF REPORT – CITY OF SHREVEPORT

RECOMMENDATION: The board voted 7/0 to recommend the application for approval.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

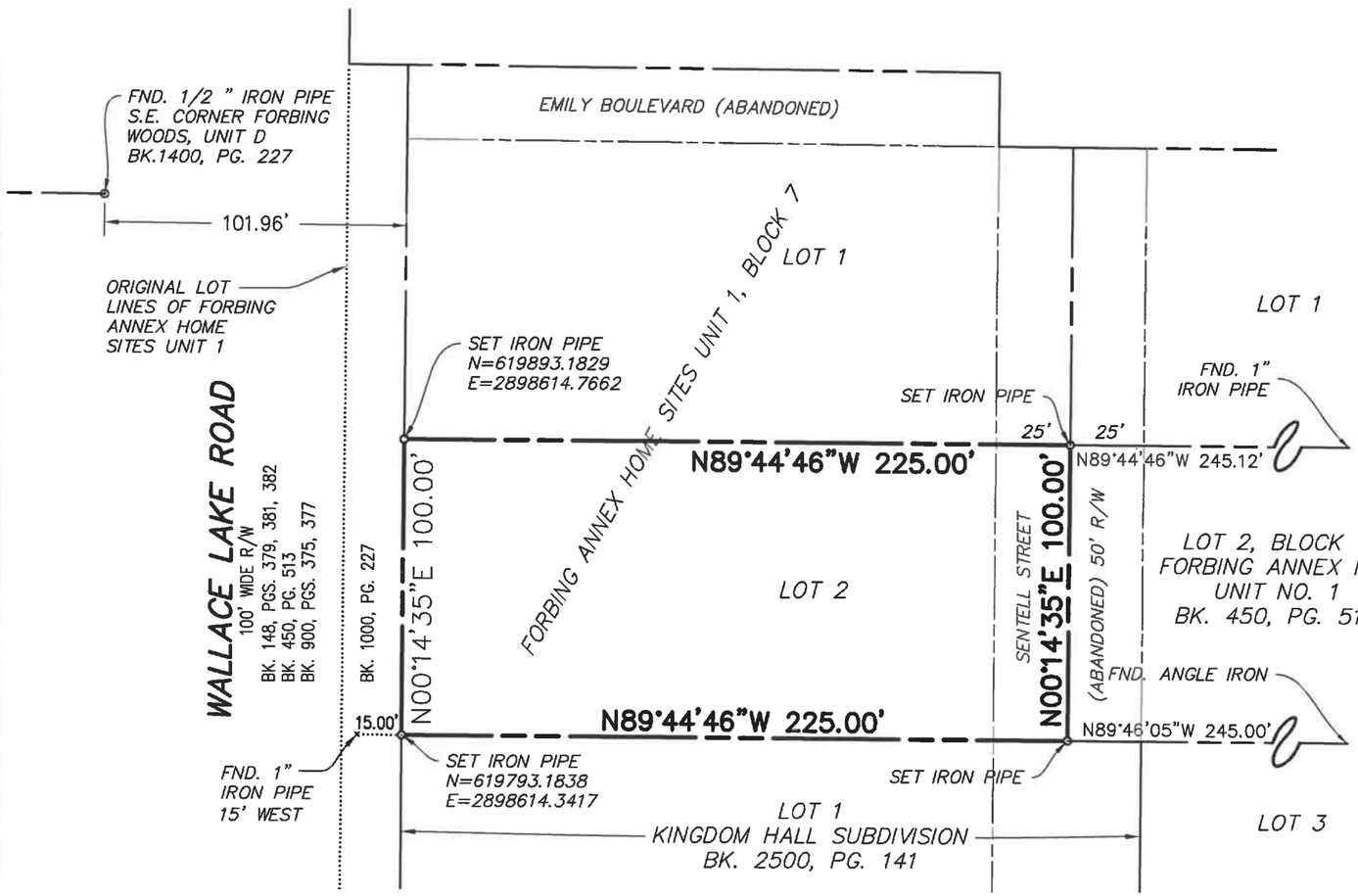

22-145-C
PREMIER
WALLACE LA
DALTON
SENTELL
HUDGENS
OR
OR
C-3
C-2
R-1-7 to
C-1
C-1
EMILY
TOOKE
R-1-7
MIRIAM
HATTAWAY
LUCIA
JESSICA
R-E
500' NOTIFICATION
AREA
OAKRIDGE
N
W
E
S
SCALE: 1"=200'

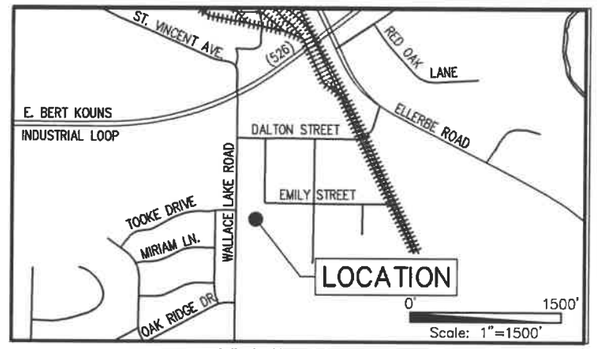

22-145-C
AREA REF MAP
ELLERBE
BERT KOUNS INDUSTRIAL
STEWART
RED OAK
ST VINCENT
PREMIER
DALTON
SENTELL
HUDGENS
WALLACE LAKE
EMILY
KEVIN
TOOKE
JESSICA
MIRIAM
LUCIA
WARDLOW
MOOR
OAKRIDGE
FORBING
HATTAWAY
R-1-7 to
C-1
FLOURNOY LUCAS
MAILHES
BREWSTER
MONIQUE
GULFSTREAM
PIPER
N
W
E
S
SCALE: 1"=500'

NORTHWESTERN LAND DISTRICT
LOUISIANA MERIDIAN

NORTH

0 50' 100'





Vicinity Map

BOUNDARY SURVEY NOTES:

1. BEARINGS ARE GRID, LOUISIANA STATE PLANE, NORTH ZONE, NAD '83 AS OBTAINED BY GPS OBSERVATIONS UTILIZING THE C4Gnet RTK NETWORK.
2. SUBJECT TRACT IS LOCATED IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 22017C0488H, DATED MAY 19, 2014.
3. 1/2–INCH I.D. IRON PIPES WERE SET AT ALL CORNERS UNLESS OTHERWISE SHOWN HEREON.
4. SUBJECT TRACT ABUTS WALLACE LAKE ROAD, CADDO PARISH, LOUISIANA.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR HAS NOT MADE ANY INVESTIGATIVE SEARCH FOR TITLE EVIDENCE, ENCUMBRANCES, SERVITUDES, RESTRICTIVE COVENANTS, LIENS OR ANY OTHER FACT THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
6. SURVEYOR DOES NOT GUARANTEE TITLE, OWNERSHIP OR THAT ALL SERVITUDES OF RECORD OR USE AFFECTING THIS PROPERTY ARE SHOWN HEREON. THE TITLE, OWNERSHIP, SERVITUDES AND RESTRICTIONS SHOWN ARE LIMITED TO THOSE SET FORTH IN THE INFORMATION PROVIDED TO THIS FIRM. THE SURVEYOR HAS NOT MADE A COMPREHENSIVE TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS MAP.
7. TO THE SURVEYOR'S KNOWLEDGE ANY DECLARATION OF THE SUBJECT TRACTS CHARACTERIZATION AS A WETLAND BY ANY OFFICIAL GOVERING AGENCY HAS NOT BEEN MADE.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LOUISIANA "STANDARDS OF PRACTICE" FOR A CLASS "B" PROPERTY BOUNDARY SURVEY.

STATE OF LOUISIANA
JOHNNIE ANDREW CRAIG
REG. No. 4587
REGISTERED
LAND SURVEYOR

3-17-22

Johnnie A. Craig **Date**
Registered Professional Land Surveyor
Registration No. 4587
MOHR AND ASSOCIATES, INC.
1324 N. HEARNE AVE., STE. 301
SHREVEPORT, LA 71107
(318) 686-7190

Date	Mar. 16, 2022
Scale	1"=50'
Drawn	VEG
Job	38364

FOR: WimWall, LLC
BOUNDARY SURVEY OF A PORTION OF LOT 2, BLOCK 7, FORBING ANNEX HOME SITES, UNIT NO. 1 AND ABANDONED SENTELL ST., CADDO PARISH, LOUISIANA

Mohr and Associates, Inc.
Consulting Civil Engineers & Land Surveyors
1324 N. Hearne Ave., Ste 301 Phone : (318) 686-7190
Shreveport, Louisiana 71107 Fax : (318) 402-4400

ENGINEERING · SURVEYING · PLANNING

3/16/2022 4:27:22 PM V:\SURVEYS\WIMWAL LLC\WALLACE LAKE RD\FORBING ANNEX U7\DRAWINGS\38364-BMAP.DWG


PROPOSED
ZONING
CHANGE
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION


PROPOSED
ZONING
CHANGE
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION




BAYOU COMPANION CARE
Professional Senior Services
883-0026

OWNER	STREET AD	CITY	STATE	ZIP
Rasberry C	800 Spring	Shreveport	La	71101
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	Po Box 33	Shreveport	La	71130-3932
Posey, Mai	2014 Bedf	Bossier Cit	La	71111-5500
System Pai	719 South	Louisville	Ky	40202
Louisiana,	Po Box 94	Baton Rou	La	70804-9095
Forest Parl	2650 Nortl	Harrisburg	Pa	17110
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana,	Po Box 94	Baton Rou	La	70804-9095
Board Of S	P. O. Box J	Baton Rou	La	70893
Shriners H	3100 Samf	Shreveport	La	71103-4239
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Louisiana S	P. O. Box 1	Baton Rou	La	70893-5470
Bridges, Al	1345 Woo	Shreveport	La	71103-4247
Louisiana S	P. O. Box 1	Baton Rou	La	70893-5470
Lsu Health	920 Pierre	Shreveport	La	71106
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana,	Po Box 94	Baton Rou	La	70804-9095
Louisiana S	1501 Kings	Shrevepor	La	71103-4228
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Shriners H	3100 Samf	Shreveport	La	71103-4239
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Lsu Health	920 Pierre	Shreveport	La	71106
Shriners H	3100 Samf	Shreveport	La	71103-4239
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Lsu Health	920 Pierre	Shreveport	La	71106
Lsu Health	920 Pierre	Shreveport	La	71106
M. J. Inves	832 Elmwc	Shreveport	La	71104-4802
Smith, Bet	C/O Gwen	Shreveport	La	71148
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana S	1501 Kings	Shreveport	La	71103-4228
Magnolia M	1411 Claib	Shreveport	La	71103-4203
Lsu Health	920 Pierre	Shreveport	La	71106
Board Of S	P. O. Box J	Baton Rou	La	70893
Lsu Health	920 Pierre	Shreveport	La	71106
Lsu Health	920 Pierre	Shreveport	La	71106
Shriners H	3100 Samf	Shreveport	La	71103-4239
Board Of S	P. O. Box J	Baton Rou	La	70893
Forest Parl	2650 Nortl	Harrisburg	Pa	17110
Lsu Health	920 Pierre	Shreveport	La	71106
Nealco Inv	308 Bridge	Bossier Cit	La	71111

Louisiana, !	Po Box 94(	Baton Rou	La	70804-9095
Shriners H(	3100 Samf	Shreveport	La	71103-4239
Lsu Health	920 Pierre	Shreveport	La	71106
Louisiana, !	Po Box 94(	Baton Rou	La	70804-9095
Walter Joh	505 Travis	Shreveport	La	71101

Dear Neighbor,

Our company, Testament Construction, owns vacant land between the Kingdom Hall of Jehovah's Witnesses located at 9311 Wallace Lake Rd. and Bayou Companion Care located at 9301 Wallace Lake Rd.

We would like to build our corporate office on this site.

The site is in an R-1-7 Residential Zoning District, where a general office is not allowed, according to Article 5, Section 5.2 (Table 5-1) of the Unified Development Code. We are applying for a zoning change to a C-1 Neighborhood Commercial in order build a general office. The site will include a single-story office structure of approximately 4,000 square feet. Off-street parking will include 13-15 spaces.

Because you are a neighbor or otherwise have an interest in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and address and questions or concerns. The Metropolitan Planning Commission and the City Council must hear our application, and we are required to do this before these meetings.

The Neighborhood Participation Plan meeting will take place:
Wednesday, July 13, 2022, 6:00 PM
Testament Construction
670 Albermale Dr. Suite 600
Shreveport, LA 71106

At the meeting, I will provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you are unable to attend and would like to receive info from the meeting, please feel free to contact me. If you have any additional questions or comments, here is how to reach me. I hope to see you at the meeting on July 13th.

Sincerely,

Chris Walls
Cwalls1@yahoo.com

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

Land Development
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY

Date:_____ Planner:_____ Case No:_____ Application Fee: _____

1. PROPERTY INFORMATION

Project Name: TESTAMENT CONSTRUCTION - NEW OFFICE	*Associated Case:*
Project Address/Location: WALLACE LAKE ROAD, 71106	
Current Zoning District: R-1-7 / *Proposed Zoning District (if applicable):* C-1	*Parcel Number(s):*

2. CASE TYPE

- ☑ Zoning Map Amendment (Rezoning)
- ☐ Special Use Permit
- ☐ Preliminary & Final Plat (7 or more lots)
- ☐ Final Plat (Less than 7 lots)
- ☐ Re-Plat
- ☐ Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan
- ☐ PUD Site Plan (Administrative)
- ☐ Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan
- ☐ Public Right-of-Way Closure and Abandonment
- ☐ Site Plan Approval
- ☐ Site Plan Revision
- ☐ Site Plan Modification
- ☐ Other:_____

3. PARCEL DESCRIPTION

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)

FORBING ANNEX HOME SITES
(SEE ATTACHED PLAT)

4. GENERAL LOCATION OF PROPERTY

(street address and/or frontage, and distance to cross street)

ADJACENT to 9311 WALLACE LAKE RD. (NORTH OF)

5. PROPOSED USE OF THE PROPERTY

☐ Single-Family Residential ☐ Multi-Family Residential ☐ Mixed-Use ☐ Townhouse Residential ☐ Duplex Residential ☒ Commercial ☐ Industrial

Provide a brief explanation, attach additional sheets, if necessary

4,000 SF GENERAL OFFICE BUILDING

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

Land Development
505 Travis Street | Suite 440 | Shreveport , LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): R-1-7	Proposed Zoning District(s): C-1	Proposed Building Use(s):	
If more than one district, provide the acreage of each: N/A		Existing Building(s) sq. ft. gross:	
Special Purpose Overlay District (if applicable): N/A		Proposed Building(s) sq. ft. gross:	
Total Site Acres: .51 C		Total sq. ft. gross (existing & proposed):	
Off-Street Parking Required: 14		Proposed height of building(s):	Number of stories:
Off-Street Parking Provided: 15		Ceiling height of First Floor:	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage): 22,500		Lot Coverage (Total Area in square feet): 15,250	
Lot Coverage Percentage of Total Lot Area: ~~17%~~ 67%			
9. STORMWATER INFORMATION			
Existing Impervious Surface: 0	acres/square feet 0	Hazard Flood Area	☐ Yes ☐ No
Proposed Impervious Surface: .35	acres/square feet 15,250	Red River	☐ Yes ☒ No
Cross Lake Watershed	☐ Yes ☒ No	Wetlands	☐ Yes ☒ No

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

Land Development
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

10. CONTACT INFORMATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

APPLICANT CONTACT INFORMATION: Check if Primary Contact ☐

Name: CHRIS WALLS Company: WIMWAL, LLC

E-mail: CWALLS1@YAHOO.COM Phone: 318-670-7685 Fax:

Address: 670 ALBEMARLE DR City: SHREVEPORT State: LA Zip: 71106

ARCHITECT CONTACT INFORMATION: Check if Primary Contact ☑

Name: GEOFF PEREGO Company: PREVOT DESIGN SERVICES, APAC

E-mail: GPEREGO@PREVOTDESIGN.COM Phone: 318-227-9244 Fax:

Address: 601 SPRING ST City: SHREVEPORT State: LA Zip: 71101

ENGINEER CONTACT INFORMATION: Check if Primary Contact ☐

Name: Company:

E-mail: Phone: Fax:

Address: City: State: Zip:

CURRENT PROPERTY OWNER CONTACT INFORMATION: Check if Primary Contact ☐

Name: CHRIS WALLS Company: WIMWAL, LLC

E-mail: CWALLS1@YAHOO.COM Phone: 318-670-7685 Fax:

Address: 670 ALBEMARLE DR, STE 600 City: SHREVEPORT State: LA Zip: 71106

Designee Contact Name: GEOFF PEREGO Email Address: GPEREGO@PREVOTDESIGN.COM Phone Number: 318-227-9244

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

____ I will represent the application myself; OR ✓ I hereby designate GEOFF PEREGO *(name of project representative)* to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Property Owner Signature — Date: 5/30/22

Applicant Signature — Date: 5/30/22

draft

SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING AUGUST 3, 2022

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, August 3, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

Members Present
Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rose Wilson McCulloch
Fred Moss, IV
Harold Sater
Bill Robertson

Staff Present
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Manager
Shari Culbert, Executive Assistant
Manushka Desgage, City Attorney's Office
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Ben Koby

Members Absent
Rachel Jackson
Toni Thibeaux

The hearing was opened with prayer by **MR. ANDREWS .** The Pledge of Allegiance was led by **MR. MOSS**

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH, to approve the minutes of the July 6, 2022 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH, Nays: NONE. Absent: JACKSON & THIBEAUX

CONSENT AGENDA

PUBLIC HEARING

CASE NO. 22-145-C ZONING REQUEST

Applicant:	**Wimwal, LLC**
Owner:	**Wimwal, LLC**
Location:	0 Wallace Lake (East side of Wallace Lake Rd., approx. 100' south of Tooke Dr.)
Existing Zoning:	**R-1-7**
Request:	**C-1**
Proposed Use:	Office

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

Representative &/or support:
Jeff Perrigo 601 Spring Street Shreveport, La. 71101
Mr. Perrigo spoke of the proposed use of the property.

Opposition: None

A motion was made by MRS. WILSON MCCULLOCH, seconded by MR. SATER to recommend the application for approval.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

OLD BUSINESS

NEW BUSINESS
A motion was made by MRS. MCCULLOCH, seconded by MR. ROBERTSON to draw lots.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

Board member lots were drawn as follows: Balderas - 5 years, Elberson – 5 years, & Moss - 4 years; all effective as of today.

OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

CHAIR/BOARD MEMBER'S COMMENTS

ADJOURN 4:13 p.m.

Winzer Andrews, Chair **Secretary**

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

CC3825 **NOTICE TO THE PUBLIC** **Control # 22173**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, August 3, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Code & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-145-C ZONING REQUEST: 0 Wallace Lake. Application by WIMWAL, LLC for approval to rezone property located on the east side of Wallace Lake Rd., approx. 100' south of Tooke Dr., from R-1-7, Single-Family Residential to C-1, General Commercial, being more particularly described as LOT 2, BLOCK 7, FORBING ANNEX HOMESITES, UNIT NO.1, SECTION 7, T16N, R13W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

ORDINANCE NO. ____ OF 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED WEST SIDE OF SOUTHERN AVE; APPROXIMATLEY ONE HUNDRED AND THIRTY FEET SOUTH OF HOADLEY STREET, SHREVEPORT, CADDO PARISH, LA., **FROM C-2 CORRIDOR COMMERICAL ZONING DISTRICT TO C-2 CORRIDOR COMMERCIAL ZONING PUD DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property ENTER GENERAL LOCATION Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-2 Corridor Commerical Zoning District To C-2 Corridor Commercial Zoning Pud District:**

LOT 3 & S. 30 FT. OF LOT 4, BLK. 1, SHEPHERD & GEORGE SUBN., 171401-126-17.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

REQUESTED USES & ORDINANCE RELIEF:

Reliefs:

1. Permit the chicken coop to be treated as an accessory use to the non-contiguous lot at 2106 Southern Ave.
2. Permit the chicken coop to be located not in a “rear yard’ because there will be building from which to measure a “rear yard” as defined in the UDC
3. Permit the agricultural use of a chicken coop in the C-2 district, but ties to custom design of the coop, and limiting the use to eight hens and no rooster
4. Permit a site obstructing wire front fence (site obstructed by enhanced landscaping) six feet in height

PROPOSED SITE AMENITIES:

Amenities:

1. Placement and maintenance of an ornamental gate at the front of the property
2. Enhanced landscaping behind the fence along Southern Avenue to obscure the street view of the chicken coop, as shown on the sire and landscaping plan attached
3. Maintenance of the existing trees on the property
4. Limitation of the chicken coop to the one pictured on the attached photo or schematic drawing
5. Placement of the chicken coop at least 103 feet from the front property line of the lot

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

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

22-147-C
HEATHER LINDSEY HOLLAND

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

P.U.D. STAFF REPORT – CITY OF SHREVEPORT

AUGUST 3, 2022

AGENDA ITEM NUMBER: 9
MPC Staff Member: Benjamin Koby
City Council District: B/ LeVette Fuller
Parish Commission District: 5/Roy Burrell

CASE NUMBER 22-147-C: PLANNED UNIT DEVELOPMENT (PUD) & PRELIMINARY SITE PLAN

APPLICANT: Mohr and Associates, Inc.
OWNER: Heather Lindsey Holland
LOCATION: 2116 Southern Ave
EXISTING ZONING: C-2
REQUEST: **C-2 (PUD)**
PROPOSED USE: **Chicken Coop**

DESCRIPTION: **The applicant is requesting to place a chicken coop on a vacant lot in a corridor commercial (C-2) zoning block. The property backs up to a raised portion of Interstate 49. To the north and South, the property is neighbored by other Corridor Commercial (C-2) zoned properties. Across Southern Avenue is a Highland Urban Conservation Residential (R-HU) zoning district.**

They are requesting relief from the UDC regulation preventing an accessory structure from existing on a lot without a principal structure. The owner resides on the same block as the lot in question. However, there is a lot, owned by an outside individual, in between their residence and the site of the proposed chicken coop. The owner would live less than 100 feet away from the proposed site of the chicken coop. They are offering amenities to compensate for the relief that they are requesting.

This area around the intersection of Southern Ave and Hoadley St

There are not previous cases associated with this property. Nearby relevant cases include: an approved residence in a B-2 district (BAC-119-07), and an approved multi-purpose facility for concerts and seminars(C-25-11).

Nearby neighborhoods include: Allendale, Fairfield, Highland, Ingleside, Ledbetter Heights, Queensborough, and St. Vincent.

REMARKS: **PUD approval is subject to a 3-year expiration as described in Section 16.9.F of the UDC.**

Pursuit of a PUD designation allows an applicant to request ordinance relief across a variety of areas within one application, including: permitted uses from other zoning districts, specific use approvals, variances, etc. In exchange, the applicant agrees to provide substantive amenities that benefit the

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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MetropolitanPlanningCommission

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318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

P.U.D. STAFF REPORT – CITY OF SHREVEPORT

surrounding area or the tenant/property owner exclusively, align with the goals of the Master Plan or otherwise provide some added aesthetic benefit. This tool provides the highest level of flexibility for projects that have a complex coupling of uses and potential impacts and offers the premier opportunity to claim benefits for the site and the surrounding area.

The chicken coop itself appears to be of a high quality. It is styled to look like a small home. The chicken coop is setback deep into the property in an effort for it to enhance the aesthetic of the area, but not to create the disruption that a chicken coop could create. However, the applicant is looking to an install an ornate gate and a site obstructing wire fence in the front of the property. Part of the amenity is that an enhanced landscape will be used on the wire fence to obstruct the view of the property. The ornate gate will provide an unobstructed view of the lot.

Chicken coops are not permitted in the zoning district across the street from the proposed site (R-HU zoning district).

In terms of landscaping, the amenities offered include enhance landscaping behind the fence on Southern Ave to "obscure the street view of the chicken coop" and maintenance of the existing trees on the lot. They propose shrubs along the fence line as their means of obstructing the view of the chicken coop.

The lot for the proposed chicken coop is, in its current state, vacant and rather nondescript. The elevated part of I-49 looms large in the background and not visually appealing. The proposed chicken coop site will improve the aesthetics of the lot and may serve as a distraction to the highway.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on July 11th, 2022, at 6:00 P.M at 2102 Southern Avenue. The meeting was hosted by the owners and their representative from Mohr and Associates. One neighbor attended the meeting. The neighbor attended to inquire about what was going on. They were not in opposition, nor were they in support of the development.

We have received one letter of opposition with concerns about the sanitation practices of the site. Article 7.3.H details the standards that chicken coops must be held to. Including that: the chicken coop must be kept in good repair, maintained in a clean and sanitary condition, and free of vermin, obnoxious smells, and substances. Additionally, the chicken coop must be kept upon an impermeable surface that prevents waste run-off and all manure must be composted in an enclosed bin. If the cleanliness standards are maintained, we do not anticipate a problem with runoff.

MASTER PLAN CONSIDERATIONS:

This area was flagged in the master plan as a target for revitalization. One of the relevant steps for revitalizing an area is working to eliminate blight. The area around the project is struggling with issues of urban blight and this project would help by taking a piece of vacant land and turning it into something more that could help enhance the neighborhood. If the aesthetics of the property are

City of Shreveport | Caddo Parish
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P.U.D. STAFF REPORT – CITY OF SHREVEPORT

maintained to the level promised in the SPUD, then it would help the area in terms of reducing blight.

REQUESTED USES & ORDINANCE RELIEF:

Reliefs:

1. Permit the chicken coop to be treated as an accessory use to the non-contiguous lot at 2106 Southern Ave.
2. Permit the chicken coop to be located not in a "rear yard' because there will be building from which to measure a "rear yard" as defined in the UDC
3. Permit the agricultural use of a chicken coop in the C-2 district, but ties to custom design of the coop, and limiting the use to eight hens and no rooster
4. Permit a site obstructing wire front fence (site obstructed by enhanced landscaping) six feet in height

---

PROPOSED SITE AMENITIES:

Amenities:

1. Placement and maintenance of an ornamental gate at the front of the property
2. Enhanced landscaping behind the fence along Southern Avenue to obscure the street view of the chicken coop, as shown on the sire and landscaping plan attached
3. Maintenance of the existing trees on the property
4. Limitation of the chicken coop to the one pictured on the attached photo or schematic drawing
5. Placement of the chicken coop at least 103 feet from the front property line of the lot

---

PRELIMINARY SITE PLAN CONSIDERATION:

STAFF ASSESSMENT:

Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that: approval is warranted with the stipulation that the applicant provides a more comprehensive landscaping plan before building permits can be obtained. We also recommend the applicant be held to a cleaning schedule of a deep cleaning of the coop at least twice a year and weekly cleanings to maintain the UDC standard for a chicken coop to minimize negative impacts to the area.

PUBLIC ASSESSMENT: One person spoke in support. There was no opposition.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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MPC BOARD RECOMMENDATION: The board voted 7/0 to recommend the application for approval with stipulations.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

7.24.22

RE: Public Hearing regarding Chicken Coop at 2116 Southern Ave.
Case #22-147-C

I am unable to attend the meeting on Wednesday, August 3, 2022.

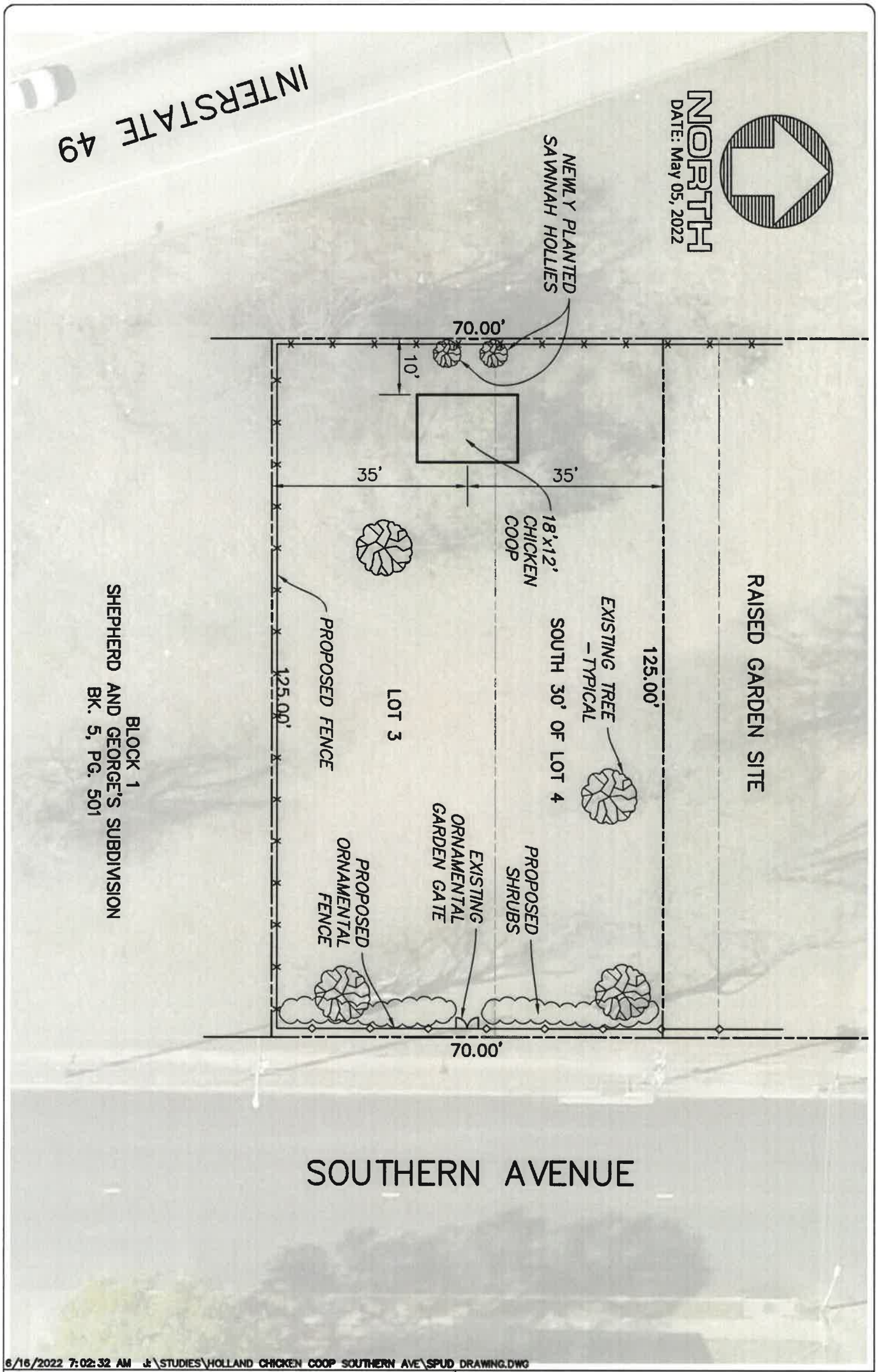
I have a few concerns and questions:

What kind of sanitation means, in regard to the chickens' feces & urine, will be done to make the area safe from the extremely toxic waste from going into our street drainage? Wouldn't this eventually, indirectly go back into our water supply? What about prevention of methane gas build-up in the city drainage system after a run off from rains and direction of drainage into the streets? Has the EPA and health department given their approval and consent for this chicken coop?

Sincerely,

Mrs. Kirbham
1123 College St.
Shreveport, LA 71104-2034

OPPOSITION



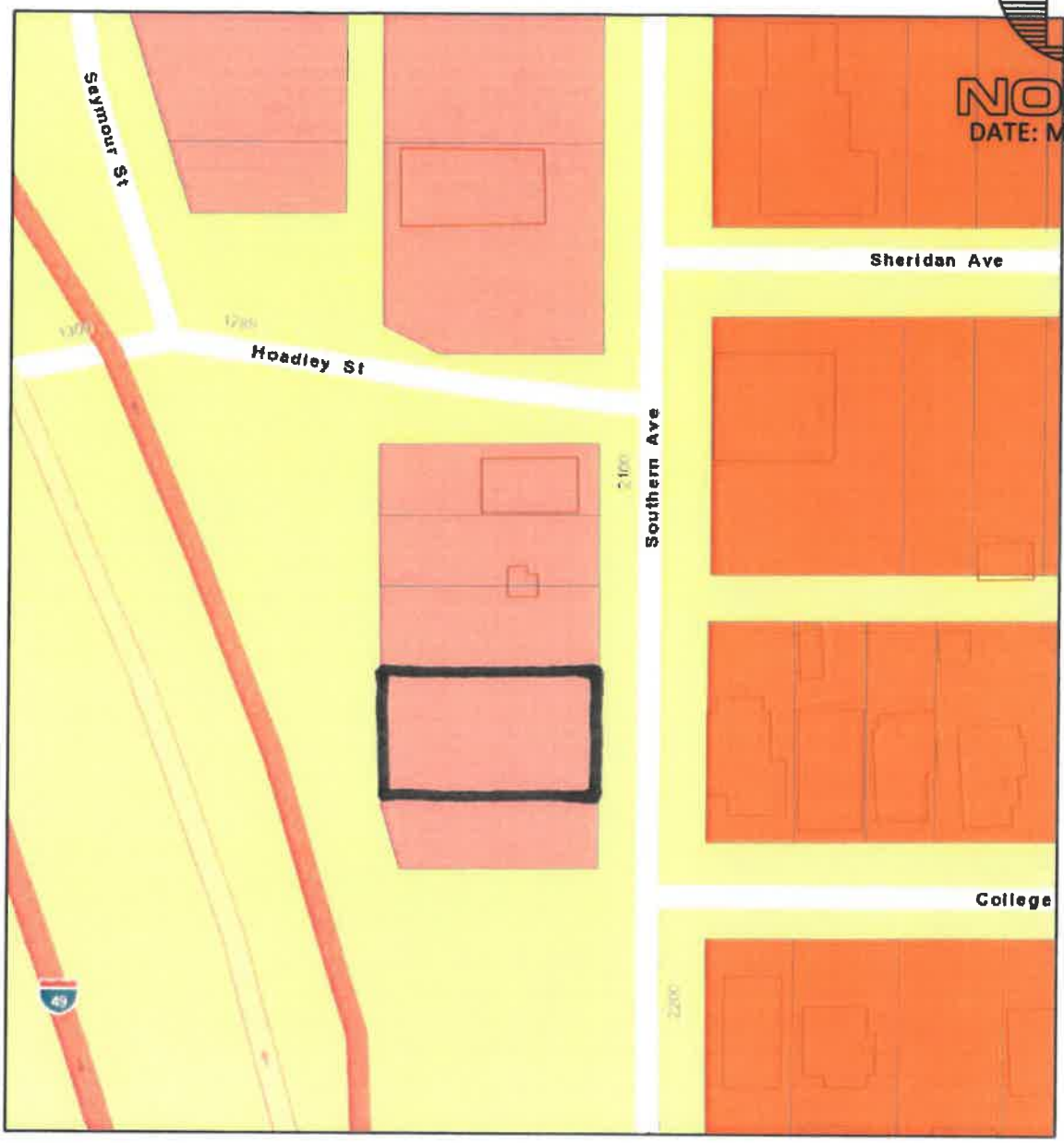
6/16/2022 7:02:32 AM J:\STUDIES\HOLLAND CHICKEN COOP SOUTHERN AVE\SPUD DRAWING.DWG

Mohr and Associates, Inc.
Consulting Civil Engineers & Land Surveyors
1324 N. Hearne Ave., Ste 301 Phone : (318) 686-7190
Shreveport, Louisiana 71107 Fax : (318) 402-4400

FOR:
MAP SHOWING PROPOSED CHICKEN COOP 2116 SOUTHERN AVE.

Date	Job	Scale	Drawn
5-05-2022	38440	1"=20'	B. ANDERSON

ArcGIS Web Map



NORTH

DATE: May 09, 2022

5/9/2022, 11:59:05 AM

MPC_PLANNING_LIMITS

Shreveport_City_Limits

BUILDINGS

UDC ZONING

R-HU

C-2

1:1,128

0 40 80 160 ft

0 12.5 25 50 m

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS
Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS |

5/9/2022 4:53:40 PM J:\STUDIES\HOLLAND CHICKEN COOP SOUTHERN AVE\ZONING DRAWING.DWG

Mohr and Associates, Inc.
Consulting Civil Engineers & Land Surveyors
1324 N. Hearne Ave., Ste 301 Phone : (318) 686-7190
Shreveport, Louisiana 71107 Fax : (318) 402-4400

FOR:
SPUD DRAWING-2116 SOUTHERN AVENUE-PROPOSED CHICKEN COOP

Date	Job	Scale	Drawn
5-09-2022	38440	1"=100'	B. ANDERSON











OWNER	STREET AD	CITY	STATE	ZIP
Bear's Con	507 Bossie	Elm Grove	La	71051
Saleem, M	914 Winds	Shreveport	La	71106
Bradley, Ve	1106 Colle	Shreveport	La	71104-2035
Craig, Thor	1101 Sheri	Shreveport	La	71104-2014
Belcher Inv	Po Box 331	Shreveport	La	71133
Dubree, Lil	1100 Colle	Shreveport	La	71104
Kansas City	Attn: Prop	Kansas City	Mo	64121-9335
Stringfello	3431 Youn	Shreveport	La	71105-2117
Starr, Josh	1119 Boule	Shreveport	La	71104
Jenkins, M	1126 Colle	Shreveport	La	71104-2035
Ayub, Habi	1102 Boule	Shreveport	La	71104-2031
Jutze, Mich	1126 Boule	Shreveport	La	71104-2031
Blount, Rol	1603 Sheri	Shreveport	La	71106
R3eagle, L.	4434 Richr	Shreveport	La	71106-1420
Peacock, R	655 Wilder	Shreveport	La	71104
Rogers, Do	4434 Richr	Shreveport	La	71106
Hughens, F	1136 Boule	Shreveport	La	71104-2031
Zander, Lin	1115 Boule	Shreveport	La	71104
Chapin, Do	1129 Colle	Shreveport	La	71104
Gonzales, E	1523 Leslie	Bossier Cit	La	71111
Associated	2025 Soutl	Shreveport	La	71104
Loridans, M	1067 Colle	Shreveport	La	71104-2055
Bethley, He	428 Jacob	Alexandria	La	71303
360 Real Es	400 N Wall	Oklahoma	Ok	73102
Giglio, Jose	7205 N Lak	Shreveport	La	71107-8376
Rs Kyle Hol	539 Atkins	Shreveport	La	71104
Media Star	2300 Arling	Bossier Cit	La	71111
Brown, Rol	1705 Audu	Shreveport	La	71105
Rsc1, Llc	7717 Cresv	Shreveport	La	71106
Kirkham, M	1123 Colle	Shreveport	La	71104
Elite Prope	2915 Youn	Shreveport	La	71104
Alpha Capi	C/O Bmo1(	Minneapol	Mn	55480
C & C Real	9821 Nees	Shreveport	La	71106
Ghaffar, M	4000 Park	Fairfax	Va	22030
Ikazi, Inc.	1210 Chris	Milton	On	L9t 6v5
Associated	2025 Soutl	Shreveport	La	71104-2016
Horton, Jol	2040 Soutl	Shreveport	La	71104
Arundel, K	1111 Colle	Shreveport	La	71104
Hootie Dist	418 Half M	Bossier Cit	La	71111
Boulevard	900 Westg	Bossier Cit	La	71112
Warren, Te	937 Colleg	Shreveport	La	71104
Holland, H	2102 Soutl	Shreveport	La	71104
Emily Tran	505 Travis	Shreveport	LA	71101
Highland A	P.O. Box 4	Shreveport	LA	71134
Highland R	520 Olive S	Shreveport	LA	71104

Mohr and Associates, Inc.

Consulting Civil Engineers & Land Surveyors

1324 N. Hearne Avenue - Suite 301 • Shreveport, LA 71107-6529
Phone (318) 686-7190 • FAX (318) 402-4400

June 23, 2022

Dear Neighbor:

The owner of the property at 2116 Southern Avenue has applied for a Small Planned Unit Development (SPUD) on the property, which is currently zoned C-2. The owner also owns and lives at 2102 Southern Avenue. The owner wishes to place a custom-designed chicken coop, surrounded by a yard for the hens (there will be no rooster) on the back part of the vacant lot. The owner has taken an eyesore at this location, which has been vacant for many years, and made it an attractive lot. This is especially important because the elevated portion of I-49 looms above the lot.

In exchange for the requested ordinance relief, the owner will place and maintain an ornamental gate, plant and maintain enhanced landscaping behind and over the wire fence that will enclose the chicken yard, maintain the existing trees on the lot and place the chicken coop to the rear of the lot much further back than the normal setback. The result of the development will be an aesthetically pleasing lot with improvements that will improve the appearance of the area. The amenities will draw eyes to the improved lot rather than the elevated interstate highway behind it.

A summary of the requested ordinance relief and amenities is:

- Permit the chicken coop to be treated as an accessory use to the non-contiguous lot at 2116 Southern.
- Permit the chicken coop to be located in in a "rear yard" because there will be no building from which to measure a "rear yard" as defined in the UDC
- Permit the agricultural use of a chicken coop in the C-2 district, but tied to custom design of the particular coop and limiting the use to eight hens and no rooster
- Permit a site-obstructing wire front fence (site obstructed by enhanced landscaping) six feet in height

Proposed SPUD Amenities:

- Placement and maintenance of an ornamental gate at the front of the property
- Enhanced landscaping behind the fence along Southern Avenue to obscure the street view of the chicken coop
- Maintenance of the existing trees on the property
- Limitation of the chicken coop to the one pictured on the attached photo or schematic drawing

- Placement of the chicken coop at least 103 feet from the front property line of the lot

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application has to be heard by the Shreveport-Caddo Metropolitan Planning Commission, and we are required to do this before our application is deemed complete.

The meeting will take place:
Monday, July 11, 2022 at 6:00 PM
2102 Southern Avenue (home of the property owner)
Shreveport, LA 71104

At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project.

If we receive approval, we plan to do the construction work within a six-month time frame. If you are unable to attend and would like to receive info from the meeting, please feel free to contact me. If you have any additional questions or comments, here's how to reach me. I hope to see you at the meeting on July 11, 2022.

Sincerely,

J. Andrew Craig

J. Andrew Craig, PE, PLS
acraig@mohrandassoc.com

Minutes from Neighborhood Participation Plan Meeting
Holland Chicken Coop SPUD
Case No. 22-147-C
July 11, 2022

The Neighborhood Participation Plan Meeting for the SPUD application of Hugo and Heather Holland was held on Monday, July 11, 2022 at 6:00 at the home of the owners, which is the site of the project.

One curious neighbor showed up at the meeting, and had no questions or objections to the SPUD or the site plan.

The attendants were the neighbor, the applicant (Mohr and Associates, Inc.) and the owners (Hugo & Heather Holland).

The meeting closed at 6:25 PM.

J. Andrew Craig, PE, PLS

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

Office of the MPC
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6440 | fax 318-673-6112

Neighborhood Participation Plan Report

This template is for informational purposes only, and should be used as a guide—and modified accordingly—to meet the specifics for your meeting. Items 1-11, along with a notary signature and stamp, are required for submittal.

1. **Project Name:** Holland - Chicken Coop SPUD (Case No. 22-147-C)
2. **Contact Name:** Andy Craig/Mohr and Associates, Inc.
3. **Meeting Date:** July 11, 2022
4. **Meeting Location:** 2102 Southern Avenue
5. **Meeting Start Time:** 6:00 PM
6. **Meeting End Time:** 6:25 PM
7. **Number of People in Attendance:** 4
8. **Date of Filing of Land Use Application:** May 23, 2022 with add'l docs sent 06/16/22 & 6/22/22
9. **General Introduction:** The owners & applicant hosted the meeting at the owners' residence (project site).
   Please include information about who you reached out to for the meeting, communication outreach methods (letters, Facebook, emails, etc), what you were proposing at the time of the neighborhood meeting, the meeting format (PowerPoint, Q&A, Display Boards, etc), and who attended the meeting on behalf of the applicant (architect, engineer, attorney, developer, property owner, etc). Additional information that you feel is important to include is welcomed.

10. **Summary of Concerns and Issues Raised at the Meeting:**
    Please list and respond to each one individually; include as many items that were discussed.

    a) **List question/concern/comment/request for changes to the proposed plans.**
    Applicant Response: None

    b) **List question/concern/comment/request for changes to the proposed plans.**
    Applicant Response: None

11. **Additional Items Required for Report Submittal:**
    - Copy of address list for mailing Not provided to us by MPC
    - Meeting sign-in sheet
    - Meeting minutes
    - Copy of any Site Plan and/or Renderings that was presented at the Neighborhood Meeting

12. **Deadline:**
    - If your land use application ***requires*** a Public Hearing before the MPC Board, then your Neighborhood Participation Report must be submitted a minimum of 2-weeks prior to the Public Hearing.
    - If your land use application ***does not require*** a Public Hearing, no decision on your land use application will be made until a Neighborhood Participation Plan Report has been submitted to your Case Manager.

I, the undersigned, as the applicant or an authorized representative of the applicant do solemnly swear and attest that the information provided is true and accurate. I have included a complete record of the neighborhood meeting, as well as an honest response regarding the intentions for development.

Andrew Craig 7-12-22

Signature of Applicant or Authorized Representative — Date

J. Andrew Craig, PE, PLS - Mohr and Associates, Inc.

Type or Print Name of Applicant (or Authorized Representative)

NPP Sign In Sheet

Project Name/Location: Holland SPUD **Date:** 7-11-22

Meeting Location: 2102 Southern **Time:** 6:00 PM

Name	Organization	Address	Email Address	Phone Number
Hugo Holland	owner	2102 Southern	dahugo@comcast.net	318-464-5902
Heather Holland	owner	2102 Southern	hlindsey22@hotmail.com	713-677-3926
Andy Craig	Mohr	1324 N. Hearne	ACraig@mohrandassoc.com	318-347-9235
Maurice Hawkins	Neighbor	1067 College	MHawkins@Bellsouth.net	318-227-2357

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

Land Development
505 Travis Street | Suite 440 | Shreveport , LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY

Date:_____ Planner:_____ Case No: _____ Application Fee: _____

1. PROPERTY INFORMATION

Project Name: Chicken Coop	***Associated Case:***
Project Address/Location: 2116 Southern Avenue	

Current Zoning District:	***Proposed Zoning District (if applicable):***	***Parcel Number(s):***
C-2	C-2 SPUD	171401-126-0017-00

2. CASE TYPE

- ☐ Zoning Map Amendment (Rezoning)
- ☐ Special Use Permit
- ☐ Preliminary & Final Plat (7 or more lots)
- ☐ Final Plat (Less than 7 lots)
- ☐ Re-Plat
- ☐ Planned Unit Development (PUD)
  Zoning Map Amendment and Preliminary Site Plan
- ☐ PUD Site Plan (Administrative)
- ■ Small Planned Unit Development (SPUD)
  Zoning Map Amendment and Site Plan
- ☐ Public Right-of-Way Closure and Abandonment
- ☐ Site Plan Approval
- ☐ Site Plan Revision
- ☐ Site Plan Modification
- ☐ Other:_____

3. PARCEL DESCRIPTION

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)

Lot 3 and south 30 feet of Lot 4, Block 1, Shepherd and George's Subdivision (5/501); Caddo Parish, Louisiana

4. GENERAL LOCATION OF PROPERTY

(street address and/or frontage, and distance to cross street)

2116 Southern Avenue; 130 feet +/- to Hoadley Street

5. PROPOSED USE OF THE PROPERTY

☐ Single-Family Residential ☐ Multi-Family Residential ☐ Mixed-Use ☐ Townhouse Residential ☐ Duplex Residential ☐ Commercial ☐ Industrial

Provide a brief explanation, attach additional sheets, if necessary

18 x 12 chicken coop

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505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

UDC DEVELOPMENT APPLICATION

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): C-2	*Proposed Zoning District(s):* SPUD	*Proposed Building Use(s):* 18 x 12 chicken coop	
If more than one district, provide the acreage of each:		*Existing Building(s) sq. ft. gross:*	
Special Purpose Overlay District (if applicable):		*Proposed Building(s) sq. ft. gross:* 216	
Total Site Acres: 0.2		*Total sq. ft. gross (existing & proposed):* 216	
Off-Street Parking Required:		*Proposed height of building(s):*	*Number of stories:*
Off-Street Parking Provided:		*Ceiling height of First Floor:*	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage): 8750		*Lot Coverage (Total Area in square feet):* 8750	
Lot Coverage Percentage of Total Lot Area: 100			
9. STORMWATER INFORMATION			
Existing Impervious Surface:	*acres/square feet*	*Hazard Flood Area*	☐ *Yes* ■ *No*
Proposed Impervious Surface:	*acres/square feet*	*Red River*	☐ *Yes* ■ *No*
Cross Lake Watershed	☐ *Yes* ■ *No*	*Wetlands*	☐ *Yes* ■ *No*

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

UDC DEVELOPMENT APPLICATION

IMPORTANT NOTE ABOUT PROJECT CONTACT

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS: ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation list all persons owning 6% or more. Attach separate sheet if necessary.**

APPLICANT CONTACT INFORMATION: Check if Primary Contact ☐

Name: same as Engineer contact listed below Company:

E-mail: Phone: Fax:

Address: City: State: Zip:

ARCHITECT CONTACT INFORMATION: Check if Primary Contact ☐

Name: Company:

E-mail: Phone: Fax:

Address: City: State: Zip:

ENGINEER CONTACT INFORMATION: Check if Primary Contact ☒

Name: J. Andrew Craig, PE, PLS Company: Mohr and Associates, Inc.

E-mail: acraig@mohrandassoc.com Phone: 686-7190 Fax: 402-4400

Address: 1324 North Hearne Avenue - Suite 301 City: Shreveport State: LA Zip: 71107-6529

CURRENT PROPERTY OWNER CONTACT INFORMATION: Check if Primary Contact ☐

Name: Heather Lindsay Holland Company:

E-mail: Phone: Fax:

Address: 2102 Southern Avenue City: Shreveport State: LA Zip: 71104

Designee Contact Name: Email Address: Phone Number:

PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:

☐ I will represent the application myself, OR ☑ I hereby designate Mohr and Associates, Inc. *(name of project representative)* to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

ACKNOWLEDGEMENT:

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Heather Lindsay Holland — Property Owner Signature — Date: 5/22/22

Andrew Craig — Applicant Signature — Date: 5-10-22

CC3825 **NOTICE TO THE PUBLIC** **Control # 22173**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, August 3, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Code & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

CASE NO. 22-147-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN: 2116 Southern Avenue. Application by MOHR AND ASSOCIATES, INC. for approval of a small planned unit development and site plan for a chicken coop located on the west side of Southern Ave., approx. 130' south of Hoadley St., from C-2, Corridor Commercial District to C-2 (PUD), Corridor Commercial Planned Unit Development District, being more particularly described as LOT 3 & S. 30 FT. OF LOT 4, BLK. 1, SHEPHERD & GEORGE SUBN., Section 1, T17N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

draft

SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH
SUMMARY MINUTES OF THE PUBLIC HEARING AUGUST 3, 2022

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, August 3, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

Members Present
Winzer Andrews, Chair
Gabriel Balderas
Chris Elberson
Rose Wilson McCulloch
Fred Moss, IV
Harold Sater
Bill Robertson

Staff Present
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Manager
Shari Culbert, Executive Assistant
Manushka Desgage, City Attorney's Office
Stephen Jean, Deputy Director
Reginald Jordan, Zoning Administrator
Ben Koby

Members Absent
Rachel Jackson
Toni Thibeaux

The hearing was opened with prayer by **MR. ANDREWS .** The Pledge of Allegiance was led by **MR. MOSS**

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH, to approve the minutes of the July 6, 2022 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH, Nays: NONE. Absent: JACKSON & THIBEAUX

CONSENT AGENDA

PUBLIC HEARING

CASE NO. 22-147-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN

Applicant:	**Mohr and Associates, Inc.**
Owner:	**Heather Lindsey Holland**
Location:	2116 Southern Avenue (2116 Southern Ave; Approx. 130 ft +/- Hoadley Street)
Existing Zoning:	**C-2**
Request:	**C-2 (PUD)**
Proposed Use:	Chicken Coop

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

Representative &/or support:
Andy Craig 1324 N. Hearne Ste 301 Shreveport, La. 71107
Mr. Craig spoke to the owner's proposed use of the property.

Opposition: None

A motion was made by MR. SATER, seconded by MR. ELBERSON to recommend the application for approval.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

END OF PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS
A motion was made by MRS. MCCULLOCH, seconded by MR. ROBERTSON to draw lots.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Mses. WILSON MCCULLOCH Nays: NONE. Absent: JACKSON & THIBEAUX

Board member lots were drawn as follows: Balderas - 5 years, Elberson – 5 years, & Moss - 4 years; all effective as of today.

OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

CHAIR/BOARD MEMBER'S COMMENTS

ADJOURN 4:13 p.m.

Winzer Andrews, Chair **Secretary**

These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

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.

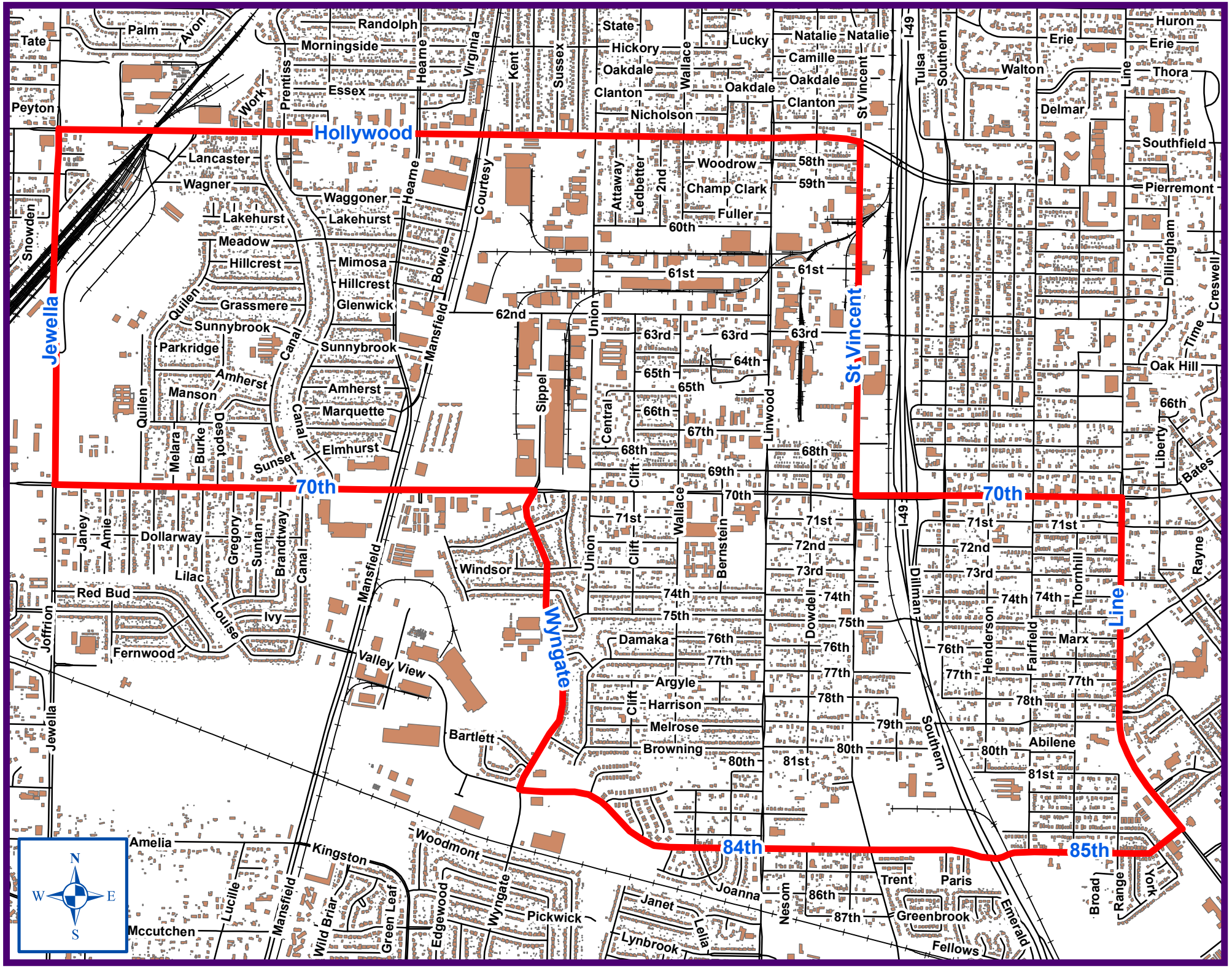
BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end,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


Hollywood
Jewella
St Vincent
70th
Wyngate
Line
84th
85th
Tate
Palm
Avon
Peyton
Work
Randolph
Morningside
Essex
Prentiss
Heame
Virginia
Kent
Sussex
State
Hickory
Oakdale
Clanton
Nicholson
Lucky
Natalie
Camille
Wallace
St Vincent
I-49
Tulsa
Southern
Erie
Walton
Huron
Thora
Delmar
Southfield
Pierremont
Dillingham
Creswell
Time
Oak Hill
Liberty
Bates
Rayne
Thornhill
Marx
Abilene
Lancaster
Wagner
Snowden
Waggoner
Lakehurst
Meadow
Hillcrest
Mimosa
Glenwick
Courtesy
Attaway
Ledbetter
2nd
Woodrow
Champ Clark
Fuller
58th
59th
60th
61st
62nd
63rd
64th
65th
66th
67th
68th
69th
70th
71st
72nd
73rd
74th
75th
76th
77th
78th
79th
80th
81st
86th
87th
Bowie
Mansfield
Union
Sippel
Central
Clift
Linwood
Bernstein
Dowdell
Grassmere
Sunnybrook
Parkridge
Amherst
Marquette
Elmhurst
Quilen
Canal
Manson
Melara
Burke
Despot
Sunset
Janey
Amie
Dollarway
Gregory
Suntan
Brandtway
Lilac
Red Bud
Louise
Ivy
Fernwood
Joffrion
Windsor
Damaka
Valley View
Argyle
Harrison
Melrose
Browning
Bartlett
Amelia
Kingston
Woodmont
Joanna
Janet
Lynbrook
Pickwick
Mccutchen
Lucille
Wild Briar
Green Leaf
Edgewood
Nesom
Trent
Paris
Greenbrook
Emerald
Fellows
Broad
Range
York
Henderson
Fairfield
N
W
E
S

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 Avene 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.

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 Chapter10 of the City of Shreveport, Louisiana Code of Ordinances to read as follows: **Sec. 10-69. – Fee and Term**

S**ec. 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 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 affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

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

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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office