

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

<p><b><u>TITLE</u></b>  An ordinance authorizing the Mayor to execute a <i>Cooperative Endeavor Lease Agreement</i> of City-owned property located in Ledbetter Heights, Shreveport, Louisiana, 71101, in Caddo Parish, to Shreveport Green (“Lessees”) for the purpose of Lessees to maintain and improve the subject property; said property is not needed for public purposes; and to otherwise provide with respect thereto.</p>	<p><b><u>DATE</u></b>  March 15, 2021</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b>  Department of Community Development  <b><u>COUNCIL DISTRICT</u></b>  B  <b><u>SPONSOR</u></b></p>
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**PURPOSE**  
To authorize a *lease* of City-owned property located in Ledbetter Heights, Shreveport, Louisiana, 71101, in Caddo Parish, to use the property therein leased only as an Urban Farm and Green Space; which will be an integral part of the Choice Neighborhood City of Shreveport Housing and Development Project.

**BACKGROUND INFORMATION**  
The City of Shreveport is the owner of certain property located in Ledbetter Heights, Shreveport, Louisiana, 71101, in Caddo Parish necessary to improve housing, services, and neighborhood conditions in Choice Neighborhoods. Shreveport Green will develop an urban farm. In addition to growing food for the neighborhood, the urban farm will provide education in healthy eating, life skills for youth and job training for adults. The farm will have a hydroponic grower, which represents a \$250,000 investment of high-tech farming into the neighborhood.

The City is agreeable to the request as the *Cooperative Endeavor Lease Agreement* (“Lease”) will serve a public purpose whereby the Lease will serve to decrease maintenance costs borne by the City because Lessees shall maintain and improve said property which serves to enhance the overall revitalization of the Ledbetter Heights Neighborhood and increases the tax base.

<p><b><u>TIMETABLE</u></b>  (1) Introduction: March 23, 2021  (2) Final Passage: April 13, 2021  (3) Effective Date: April 28, 2021</p>	<p><b><u>ATTACHMENT(S)</u></b>  Exhibit “A” <i>CEA - Lease Agreement</i>  Exhibit “B” Map</p>
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**SPECIAL PROCEDURAL REQUIREMENTS**  
Notice of the *proposed* ordinance shall be advertised three (3) times in fifteen days, one (1) week apart. La R.S. [33:4712](#)  
If there is any opposition to the proposed ordinance, the opposition shall be made in writing, filed with the Shreveport Clerk of Council within fifteen (15) days after posting of the above notice or its first publication.

(1) If an opposition is filed, the governing authority shall not adopt the ordinance until a [public] hearing has been held.

If the ordinance is adopted, it shall not become effective until ten (10) days after its passage, during which time any interested citizen may apply to the district court having jurisdiction of the municipality for an order restraining the disposition of the property.

(2) After the ordinance becomes effective, it cannot be contested for any reason.

<p><b><u>FINANCES</u></b>  + \$100 Yearly Rental Payment  Maintenance and Improvements</p>	<p><b><u>SOURCE OF FUNDS</u></b>  Tenant  Lessees shall also maintain and improve City-owned property.</p>
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**ALTERNATIVES**  
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

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

**FACT SHEET PREPARED BY:** Bonnie Moore,  
Director of Community Development

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE ENDEAVOR LEASE AGREEMENT OF CITY-OWNED PROPERTY LOCATED IN LEDBETTER HEIGHTS SHREVEPORT, LOUISIANA, 71101, IN CADDO PARISH, TO SHREVEPORT GREEN FOR THE PURPOSE OF LESSEES TO MAINTAIN AND IMPROVE THE SUBJECT PROPERTY; SAID PROPERTY IS NOT NEEDED FOR PUBLIC PURPOSES; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport (“City” and/or “Landlord” and/or “Lessor”) is the owner of immovable property located in Ledbetter Heights, Shreveport, Louisiana, 71101, in Caddo Parish (*see* attached Exhibit “B” – Map); and

**WHEREAS**, the City as “Landlord” desires to lease to Shreveport Green ( “Lessees”) a certain portion of land as described in the attached Exhibit “A” titled *Cooperative Endeavor Lease Agreement* for the purpose of Lessee’s to maintain and improve the subject property; and

**WHEREAS**, a *Cooperative Endeavor Lease Agreement* (“Lease”), between City and Lessees, as provided under [Article VII § 14\(C\)](#) of the Constitution of the State of Louisiana is a Lease entered into *for a public purpose* whereby the Lease will serve to decrease maintenance costs borne by the City because Lessees shall maintain and improve said property which serves to enhance the overall appeal of the subject area situated in Ledbetter Heights; and

**WHEREAS**, pursuant to [Shreveport City Charter Section 2.03\(a\)](#) the City may lease property; and

**WHEREAS**, pursuant to La. R.S. [33:4712](#) the City of Shreveport may lease for a term of up to ninety-nine years to private persons, any property, or portions thereof, including real property, which is, in the opinion of the governing authority, “*not needed for public purposes*”.

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

1. As required by La. R.S. [33:4712\(B\)](#), the location and description of the proposed lease area is described as: City-owned property located in Ledbetter Heights Shreveport, Louisiana, 71101, in Caddo Parish, (hereafter referred to as the “Property”) and more fully described as:

**LEASE AREA LEGAL DESCRIPTION:**

Located at the addresses 1006 Sprague St., 1012 Sprague St., 1020 Sprague St., 966 St., 404 Mary Ct., 951 Travis St., 938 Travis St., 1004 Sprague St., and 1034 Sprague St. -

Shreveport, Louisiana with the center point of the leased properties being at Latitude 32.509300 North; Longitude 93.755530 West as more particularly shown in Exhibit “A” which is attached hereto and made a part hereof.

2. As required by La. R.S. [33:4712\(B\)](#), it is hereby stated that it has been determined by this City Council that it is in the best interest of the City *to lease the Property*.
3. In accordance with La. R.S. [33:4712\(A\)](#), it is the opinion of the City Council of the City of Shreveport (Shreveport’s governing authority) that the property is “*not needed for public purposes.*”
4. Pursuant to La. R.S. [33:4712\(A\)](#), any lease granted may be for a term up to ninety-nine (99) years.
5. The *Cooperative Endeavor Lease Agreement* (“Lease”) proposes an initial primary term of approximately ten (10) years following the Commencement Date.
6. The Lease shall comply with all requirements set forth under federal, state and local laws and regulations.
7. Mayor Adrian Perkins of the City of Shreveport (“City”) is hereby authorized to execute a lease, and any other related documents, of the Property, for \$100.00 annually for maintenance and improvement, substantially in accordance with the draft of the Lease attached hereto and made part hereof as **Exhibit “A”**.
8. The map is attached hereto and made part hereof as **Exhibit “B”**.
9. The Mayor of the City of Shreveport is hereby authorized to execute any and all documents necessary to carry out the lease of the Property or take any action in furtherance or necessary to complete the terms and intent of this Ordinance.
10. The City Council declares and confirms that the *Cooperative Endeavor Lease Agreement*, between City and Lessees as provided under [Article VII § 14\(C\)](#) of the Constitution of the State of Louisiana, is a Lease entered into *for a public purpose* whereby the Lease will serve the facilitation of affordable housing development, decrease maintenance costs borne by the City because Lessees shall maintain, and improve said property which serves to enhance the overall appeal of the subject area.
11. A certified copy of the executed *Cooperative Endeavor Lease Agreement* authorized herein and all Exhibits attached thereto, or an extract thereof, shall be filed and recorded in the conveyance records of Caddo Parish, Louisiana.

12. The City Council declares and confirms, in accordance with La. R.S. [33:4712](#), that notice of this ordinance was published at least three (3) times within fifteen (15) days, one week apart prior to adoption of said ordinance and all other procedural requirements have been met.
13. Subject to the requirements of La. R.S. [33:4712\(C\)](#), this ordinance shall not become effective until ten (10) days after its passage, during which time any interested citizen may apply to the district court having jurisdiction of the municipality for an order restraining the disposition of the property.
14. Subject to the conditions expressed in the above paragraph and in accordance with the requirements of La. R.S. [33:4712\(C\)](#), *if* no order restraining the disposition of the property has been issued by the District Court, the **effective date of this Ordinance shall be on Wednesday, April 28, 2021** (ten (10) days after its adoption/passage) and cannot be contested for any reason thereafter.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office