

<p><b>TITLE</b></p> <p><b>AN ORDINANCE DECLARING THE CITY’S INTEREST IN CERTAIN HOUSE AND LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN HOUSE AND LAND ACQUIRED BY COMMUNITY DEVELOPMENT TO THE GRACE PROJECT, INC; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b></p>	<p><b>DATE</b></p>	<p><b>ORIGINATING DEPT./DIV.</b></p> <p><b>Department of Community Development</b></p> <p><b>SPONSOR OR COUNCIL MEMBER</b></p> <p><b>COUNCIL MEMBER TABITHA TAYLOR</b></p>
---	--------------------	--

6/2/21

**PURPOSE**

The City of Shreveport Department of Community Development is requesting authorization to surplus and to donate a certain property acquired via donation from Housing & Urban Development (HUD), to the Grace Project the purpose of rehabilitation for rental housing or owner occupied by a low income individual or family and/or a homeless veteran.

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

**BACKGROUND INFORMATION**

The house and property was donated to the City of Shreveport Department of Community Development by Housing & Urban Development from their real estate inventory of unsold properties. The property is located at 2815 Metal Street, Shreveport, LA 71103, and is in need of substantial rehabilitation. Grace Project, Inc. has requested donation of this property to be used for rental or homeownership by a homeless veteran or a low income individual or family. By donating and rehabilitating this property, it will help stabilize an area characterized by several vacant, abandon and under-utilized properties.

**TIMETABLE**

Introduction: **June 8, 2021**

Final Passage: **July, 13, 2021**

**SPECIAL PROCEDURAL REQUIREMENTS**

LSA-R.S. 33-4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

**FINANCES**

**SOURCE OF FUNDS**

**CONCLUSION**

Shreveport’s Department of Community Development recommends approval of this ordinance.

**FACT SHEET PREPARED BY:** Valerie Ervin

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

**AN ORDINANCE DECLARING THE CITY'S INTEREST IN CERTAIN HOUSE AND LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN HOUSE AND LAND ACQUIRED BY COMMUNITY DEVELOPMENT, TO GRACE PROJECT, INC.; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY:** Councilwoman Taylor

**WHEREAS**, the City of Shreveport, through the Department of Community Development, has acquired title to certain property identified as:

**Lot 4, Block 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

**WHEREAS**, the said property was acquired by the City with the intent, and subject to the condition that they ultimately be conveyed to qualified individuals or organizations for authorized uses in accordance acquisition of said property; and

**WHEREAS**, The **Grace Project, Inc.** is a Louisiana not-for-profit community based development organization and satisfies the criteria as it relates to providing housing opportunities benefitting low and moderate income persons and homeless veterans for housing, and;

**WHEREAS**, the donation must be used to provide permanent housing for low income families, first time homebuyers , or veterans, within five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;

**WHEREAS**, the said property are not needed by the City for a public purpose and should therefore be declared to be surplus property; and

**WHEREAS**, LSA-R.S. 33:4712 requires that notice of this ordinance be published at least three (3) times within fifteen (15) days, one week apart.

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

**Lot 4, Block 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

is hereby declared to be surplus property and not needed by the City of Shreveport for public purpose.

**BE IT FURTHER ORDAINED** that the City of Shreveport is hereby authorized to donate:

**Lot 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

to the **Grace Project, Inc.**, in its “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport, in accordance with state law, city ordinances, and deed restrictions imposed by Community Development.

**BE IT FURTHER ORDAINED** that the Mayor of the City of Shreveport is authorized to execute and deliver, for and on behalf of the City of Shreveport, any and all document relative to the donation of the property to the **Grace Project, Inc.** after review and approval of such document(s) by the Office of the City Attorney, and to do any and all things necessary and incidental to carry out the authorization expressed in this ordinance relative to donation of the said property.

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

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

**APPROVED AS TO LEGAL FORM:**

---

**STATE OF LOUISIANA**

**PARISH OF CADDO**

**ACT OF DONATION**

**BE IT KNOWN** that before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

**CITY OF SHEVEPORT, (EIN: 72-6001326)**, a political subdivision of the State of Louisiana, whose mailing address is 505 Travis Street, Shreveport, Louisiana, 71101, herein represented by Adrian Perkins, Mayor, duly authorized to act pursuant to Ordinance Number \_\_\_\_\_ of \_\_\_\_\_, a certified copy of which is attached hereto and made a part of, hereinafter referred to as “Donor.” The City has been designated by the United States Department of Housing and Urban Development (“HUD”) as a Community Development Block Grant (“CDBG”) Entitlement City, and the regulations promulgated thereunder which are contained in 24 CFR Part 570.208, and;

**AND**

**THE GRACE PROJECT, INC., (EIN: \_\_\_\_\_)**, a private non-profit corporation authorized to do business in the State of Louisiana, whose mailing address is Alston Street, Shreveport, Louisiana, 71101, herein represented by **Calvin Lester, Jr., Executive Director** (hereinafter referred to as “Donee”), satisfies the national objective of the CDBG Program as it relates to benefitting low and moderate income persons for housing where at least 51% of the residents are low to moderate income persons as contained in 24 CFR 570.208, and; who declared that the City of Shreveport does by these presents irrevocably donate, grant, convey, transfer; set over, assign, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners and vendors, and deliver unto Donee, the following described properties to-wit:

**Lot 4, Block 4, Breezy Hills, a subdivision of the City of Shreveport, Caddo Parish, Louisiana together with all buildings and improvements located thereon; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; GEO ID: 181434-044-0004-00**

**TO HAVE AND TO HOLD**, the herein described Property unto Donee, its heirs, successors and assigns forever subject however to all covenants, restrictions, reservations and other matters of record in the real property records of Caddo Parish, Louisiana or contained herein. This conveyance is made by Donor and accepted by Donee without any warranty, express or implied.

Except as set forth hereinbelow, the Donor waives and forever renounces any right of revocation of this donation, in whole or in part, and the Donor does forever divest itself of any present or future interest in or control or dominion over the property donated herein.

The Donee acknowledges and agrees with the Donor that the Donee is accepting the property in an “AS IS” condition, with all faults, liabilities, defects or other adverse matters that may be associated with the property.

Without in any way limiting the generality of the foregoing, the Donee specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Donor with respect to the title to the property, the condition of the property, either patent or latent, the ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or occupancy of the property, and/or certificates of compliance for the property, the actual or potential income or profits to be derived from this property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal state or local environmental protection,

pollution or land use laws, rules, regulations or requirements, and any other state of facts which exists with respect to the property. Notwithstanding the foregoing, Donor will reasonably cooperate and assist Donee in effort to cure title problems, if any, and to obtain building permits and occupancy permits in furtherance of the goal of providing safe, affordable housing to the citizens of the City of Shreveport.

Donee hereby waives and releases Donor from any and all claims, demands, and suits arising out of any environmental pollution, hazardous waste, or hazardous substance as the terms “environmental pollution,” “hazardous waste,” and “hazardous substance” are defined by any federal, state or local law, rule, regulation or requirement, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants, and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expense whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for bodily injury, including death, personal injury and property damage, arising out of, in connection with, or resulting from the use, ownership or any other disposition of the property donated herein.

The Donee shall further defend, indemnify, and hold harmless the Donor and all of its officers, agents, servants and employees from and against any and all claims, demands, suits, losses, damages, judgments, costs and expenses whether direct, indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court and alternative dispute resolution costs and expenses for any environmental pollution, hazardous waste, or hazardous substance as the terms “environmental pollution,” “hazardous waste” and hazardous substance” are defined by any federal, state or local law, rule, regulation or requirement arising out of, in connection with or resulting from the use, ownership or any other disposition of the property donated herein.

Donee hereby covenants and agrees not to utilize the property described herein but for the purpose specified in this agreement. Donee agrees that it will not be able to sell, transfer, sub-lease or to otherwise dispose of the property subject to this project, or any portion thereof, without obtaining the prior written consent of the City.

Notwithstanding any provision contained in this Act of Donation to the contrary, this donation is made subject to the following suspensive conditions. Should Donee fail to comply with the suspensive conditions, this Act of Donation shall be rescinded and the property shall revert to the Donor without any penalty or expense to Donor:

- 1) The donation must be used to meet the national objectives in 570.208 until five years after execution of this agreement, or for such longer period of time as determined to be appropriate by the City;
- 2) Donee shall abide by all local, state, and federal statutes, rules, requirements, regulations, ordinances applicable to this agreement and HUD Assurances and Certifications, where applicable.
- 3) Donee shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief nor make it a condition of service.
- 4) The Donee may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which has been approved in this agreements unless otherwise approved by the City.
- 5) Donee shall commence the construction activities on said property within twelve (12) months of the execution of this Act of Donation, and also, complete the work and provide homeownership to a low and moderate income veteran, family, or individual within one (1) year of the execution of this Act of Donation. All work shall be performed in accordance with federal, state, and local laws and regulations. Donee shall provide Donor with a monthly status report throughout the implementation period; and

- 6) Donee shall use the property donated herein as stated above, and shall have up to one (1) years, after completion of construction to sell the property to a qualified veteran. Donee shall provide Donor with an annual report no later than December 31<sup>st</sup> of each year, setting forth the disposition of the property, beneficiary information, and any relative data requested by Donor.

The Donee hereby accepts this donation with gratitude and acknowledges delivery and possession thereof.

Donee takes the Property subject to all taxes which may be due and agrees to pay all taxes which may be due or hereafter become due against any or all of the Property conveyed herein.

This Act of Donation is passed before me, Notary, without a request for examination of title and none was made by me. The description herein was furnished to me, Notary, by the parties. The parties hereby waive any conveyance, mortgage and any other certificates and relieve and release me, Notary, from any and all responsibilities in connection therewith.

**THUS DONE AND SIGNED** in Shreveport, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**CITY OF SHREVEPORT**

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

\_\_\_\_\_  
**Adrian Perkins, Mayor**

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

**THUS DONE AND SIGNED** in Shreveport, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**GRACE PROJECT, INC.**

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

\_\_\_\_\_  
**Calvin Lester, Jr, Executive Director**

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